

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter “Agreement” or “APA”), is made and entered into this 17th day of January, 2019, by and between Red Lion 49 Media, LLC, a Pennsylvania limited liability company (“Seller”) and Sonshine Family Television Corp., a Pennsylvania non-profit corporation (“Buyer”)

WITNESSETH

WHEREAS, Seller is the owner of full power commercial digital television station WLYH, Red Lion, Pennsylvania, Facility Id. No. 55350 (the "Station") under authority of license issued by the Federal Communication Commission (the "FCC"), FCC File No. 0000034063 issued on November 9, 2017 (the “Station License”); and

WHEREAS, Seller and Buyer have entered into that certain Local Marketing Agreement dated January 1, 2019 (the “LMA”) pursuant to which Buyer has begun to provide programming for the Station, and will continue to do so until the closing of the transactions described herein; and

WHEREAS, Seller is indebted to Buyer, and for forgiveness of such debt (as defined herein), Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, certain assets relating to the Station from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. **Assets Sold and Purchased.** On the date of the consummation of the sale and purchase contemplated hereunder (the “Closing”) of this Agreement, as provided for in Section 5 below (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase and assume, subject to the terms and conditions set forth herein, all of Seller’s right, title and interest in all the assets, real, personal, tangible and intangible, good will, contract rights and licenses of Seller used and/or held for use in the operation of the Station as same exist on the date of Closing, free and clear of all liens, claims, security interests, instruments or encumbrances whatsoever (collectively the "Assets") as follows:

1.1 **License and Authorizations.** The Station License and all other FCC licenses and authorizations issued to Seller, and all applications filed by Seller that are pending at the FCC, related to the operation of the Station, all as set forth in Exhibit 1.1 hereto (the “FCC Authorizations”), and any and all other licenses, rights, permits and authorizations issued to Seller by any other governmental or regulatory agency which are used or useful in connection with the operation of the Station.

1.2 **Tangible Personal Property.** All the fixed and tangible personal assets owned by Seller and used or held for use in the operation of the Station, along with any unexpired warranties, all as listed and described in Exhibit 1.2 hereto, together with replacements

thereof and improvements and additions made between the date hereof and the Closing Date, including without limitation all of the antennae, cables, wiring, connectors, transmitters, equipment, computers, software, furniture, fixtures, spare or replacement parts owned by Seller and used in connection with the Station (collectively the "Tangible Personal Property").

1.3 **Channel Sharing and Facilities Agreement.** All of Seller's rights in and to that certain Channel Sharing and Facilities Agreement dated August 29, 2017, as amended, between Seller and Nexstar Broadcasting, Inc. (the "CSFA"), pursuant to which the Station shares spectrum and transmission facilities with WHTM, Harrisburg, Pennsylvania, as further described in Exhibit 1.3 hereto (the "CSFA"), an assignment of which to Buyer is necessary for the FCC to grant the Assignment Application.

1.4 **Records.** All of Seller's records relating to the operation of the Station through the Closing Date, including, but not limited to, all program, operating and maintenance logs maintained in connection with the Station, whether or not required by the FCC; engineering or consultant reports, data or analyses pertaining to the Station facilities; client lists, traffic information, the Station online public inspection file contents; copies of any accounts receivable and accounts payable ledgers which are kept by or for Seller in connection with the business of the Station; and copies of any other bookkeeping or accounting data in the possession of Seller relating to the business of the Station through the Closing Date, but excluding records relating to the Excluded Assets (defined below). Seller shall be entitled to retain the original or copies of all bookkeeping accounts, including ledgers, account cards and all written information on accounts receivable and accounts payable.

1.5 **Intellectual Property.** Seller's rights in and to the Station call letters WLYH, and to any domain names, social media handles or accounts that refer to or include the Station or the call letters WLYH (the "Intellectual Property").

1.6 **Programming Contracts.** Those programming contracts or affiliation agreements described in Exhibit 1.6 hereto (the "Programming Contracts") which have not expired or otherwise been terminated as of the Closing Date.

1.7 **Carriage Rights.** All of Seller's current rights under the Communications Act of 1934, as amended, and the FCC's rules, to mandatory carriage of the Station's signal on local multichannel video programming distributor systems (including without limitation local cable company and satellite carriers) (collectively, "MVPDs"), whether heretofore requested, demanded, enjoyed or enforced, as same may exist now or in the future. Those MVPDs currently carrying the Station are listed by system and channel number on Exhibit 1.7 hereto.

2. **Excluded Assets.** Seller's cash, cash equivalents, and accounts receivable shall be and are excluded from the assets to be sold hereunder (the "Excluded Assets"). Except as set forth herein and expressly assumed by Buyer, all Seller liabilities shall remain liabilities of the Seller, and shall not be assumed by Buyer.

3. **Purchase Price.** The Purchase Price ("Purchase Price") for the Assets shall be TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000), to be satisfied on

the Closing Date by the forgiveness and cancellation of (i) that certain promissory note for One Million Three Hundred Thousand Dollars (\$1,300,000) dated August 25, 2017 between Buyer (as “Creditor”) and Seller, along with Seller’s wholly owned subsidiary, Rocket Dog, LLC (as “Borrowers”), and (ii) that certain promissory note for One Million Four Hundred Thousand Dollars (\$1,400,000) dated December 29, 2017 between Buyer (as “Creditor”) and “Borrowers”). Together, the promissory notes shall be referred to herein as the “Notes.”

3.1 **Assumed Liabilities.** Except as set forth herein and expressly assumed by Buyer, all Seller liabilities shall remain liabilities of the Seller, and shall not be assumed by Buyer. Buyer shall assume only those liabilities accruing after the Closing in the ordinary course of business under the CSFA and any Programming Contracts assumed by Buyer at the Closing (the “Assumed Liabilities”).

3.2 **Excluded Liabilities.** Buyer does not assume and shall not be obligated to pay, perform, or discharge any of Seller's obligations, liabilities, agreements, or commitments not specifically assumed by Buyer (the “Excluded Liabilities”), and the indemnification obligations set forth in Section 8 hereof shall apply in the event of any loss, liability, damage or expense (including reasonable attorney’s fees) incurred by Buyer arising out of Seller’s failure to pay, perform or discharge any of the Excluded Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, and Buyer shall not assume or be liable for (i) any liability, claim, debt or obligation, contingent or otherwise, of or against Buyer arising out of the business or operation of the Station or the Assets prior to the Closing Date; (ii) any liability or obligation under any contracts not specifically assumed by Buyer under the terms of this Agreement or relating to a breach prior to the Closing Date under any such contracts; (iii) any liability, claim or obligation under the CSFA assumed by Buyer hereunder accruing before the Closing Date; (iv) any liability or obligation for any federal, state, or local income or other taxes or fees; (v) any liability or obligation with respect to the Excluded Assets; (vi) any liability or obligation to any employee or former employee of Seller or Station attributable to any period of time on or through the Closing Date (including accrued vacation and holiday pay and allowances); (vii) any severance or other liability arising out of the termination of any employee of Seller or Station; (viii) any duty, obligation or liability related to any employee benefit, pension, 401(k) or other similar plan, agreement or arrangement provided to employees of Seller or Station, and none of such plans shall be assumed by Buyer; (ix) any liability or obligation of Seller arising out of any litigation, proceeding or claim by any person or entity relating to the business or operation of the Station prior to the Closing Date, whether or not such litigation, proceeding, or claim is pending, threatened or asserted before, on, or after the Closing Date; and (x) frequency discounts, rebates or allowances to advertisers (or their agencies) which are based on broadcasts prior to the Closing Date.

3.3 **Payment of Liabilities by Seller.** Seller shall pay, perform, discharge and settle all of the material liabilities at Closing which at such time, or with the passage of time, would result in an encumbrance on any of the Assets, and Seller shall deliver the Assets to Buyer at Closing free and clear of liabilities, liens, or encumbrances whatsoever. Seller shall pay the final salaries of each of the employees of Seller for monies due them to and including the Closing Date.

4. **Local Marketing Agreement.** The parties have entered into LMA, an executed copy of which is attached hereto as Exhibit 4, which authorizes Buyer to program the Station as Broker until the Closing.

5. **Closing of the Agreement.**

5.1 **Closing Date**

(a) Subject to the satisfaction of all Closing conditions and requirements set forth herein, the Closing shall take place by the exchange of signed documents via facsimile, electronic mail or overnight courier, within ten (10) business days after the FCC approval of the assignment of the FCC Authorizations to Buyer in accordance with Section 13 has become Final (as defined in Section 5.1(c)) (the "Closing Date"), unless Buyer, in its sole discretion, elects to close at an earlier time and date, in any event, subject to satisfaction or waiver of all other conditions to Closing set forth herein.

(b) If Closing occurs prior to such FCC approval becoming Final (defined below), and prior to becoming Final such FCC approval is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Authorizations to Seller, then the purchase and sale of the Assets shall be rescinded. In such event, Buyer shall re-convey to Seller the Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Assets to Seller and execution by Seller of instruments of assumption of the contracts assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

(c) For purposes of this Agreement, the word "Final" shall mean action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending, and 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.

6. **Seller's Representations, Warranties and Covenants.** Seller makes the following representations, warranties, and covenants, each of which shall be deemed to be a separate representation, warranty, and covenant, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

6.1 **Organization.** Seller is now and will be on the Closing Date, a limited liability company in good standing and registered to do business under the laws of the State of

Pennsylvania. The execution, delivery and consummation of this Agreement and the transactions contemplated herein have been duly authorized by the members of Seller, and no further authorization, approval or consent is required. The execution, delivery and consummation of this Agreement will not conflict with any provision of the governing documents of Seller. This Agreement is a legal, valid and binding agreement of Seller and is enforceable in accordance with its terms.

6.2 **Licenses and Authorizations.** Seller holds the Station License, and all other FCC licenses, authorizations or approvals necessary for or used in connection with the operation of the Station. The Station License is issued as a shared license as implemented by the CSFA, which is in full force and effect and pursuant to which the Station shares spectrum with WHTM, Harrisburg, Pennsylvania. The Station License is valid, existing and in full force and effect in every material respect for the purpose of operating the Station. The Station is operating in accordance with the Station License in all material respects. Except for proceedings of general applicability or specific applicability to this market (i) no application, action or proceeding is contemplated or pending for the modification of the Station License and (ii) no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the Station License or other authorizations. Seller has not entered into any agreement leasing or otherwise permitting use of any of the Station's digital capacity that cannot be terminated or will otherwise have expired as of the Closing Date. Seller has not realized income from use of its digital capacity that is subject to any levy or percentage payment to the FCC as an ancillary or supplemental use. Seller, while licensee of the Station, has timely filed all material reports or other materials with the FCC as required by the FCC's rules, regulations and policies. Seller has not received from the FCC any notice of inquiry, violation, apparent liability, or investigation related to the Station. Seller has timely paid the 2018 FCC regulatory fee, and has no other outstanding fees or amounts due the FCC as of the date hereof.

6.3 **Tangible Personal Property.** Seller holds and will convey at Closing good and marketable title to all the Tangible Personal Property, free and clear of all liens, pledges and encumbrances whatsoever. The assets listed on Exhibit 1.2, together with all improvements, replacements and additions thereto from the date hereof to the Closing Date, (i) constitute all the tangible personal property owned by Seller used or held for use in the operation of the Station. The Tangible Personal Property is transferrable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer, except as otherwise expressly contemplated by this Agreement. The Station's transmitting equipment is operating in accordance with the terms and conditions of the Station License, all underlying construction permits, and the rules and regulations of the FCC, except for any violation which does not have a material adverse effect on the business of the Station.

6.4 **CSFA Rights.** The CSFA enables and authorizes use by Seller of all equipment necessary to operate the Station in accordance with the Station License. The facility space described in the CSFA (the "CSFA Premises") constitutes all of the space that is presently used or held for use in the operation of the Station. There are no pending or, to the best of Seller's knowledge, contemplated condemnation or eminent domain proceedings that may affect the CSFA Premises. To Seller's knowledge, Seller's use and occupancy of the CSFA Premises

complies in all material respects with all regulations, codes, ordinances, and statutes of all applicable governmental authorities. A true and complete copy of the CSFA has been furnished to Buyer. Seller is not in default under the terms of the CSFA, and has paid current all amounts due thereunder. The CSFA remains in full force and effect, and has not been terminated.

6.5 **Contracts.** There are not any agreements, contracts, understandings or commitments which restrict or inhibit the right of Seller to enter into this Agreement, to make the representations and warranties provided herein, or to consummate any of the transactions contemplated hereby, except for the need to obtain the FCC consent and any third-party consents to assign the CSFA or Programming Contracts. For any contracts not assumed by Buyer, Seller shall be responsible for taking all actions, before or after Closing, to terminate same, including without limitation any costs and payments associated therewith. Seller has not entered into and is not a party to any written retransmission consent agreement for carriage of any portion of the Station's signal.

6.6 **Litigation.** No judgment is presently pending against Seller with respect to the Station or the Assets and, except for proceedings of general applicability or specific applicability to this market or as identified in Exhibit 6.6 attached hereto, there is no litigation, proceeding or investigation by or before the FCC or by or before any other court, arbitration panel or governmental agency pending, or, to the knowledge of Seller, threatened, with respect to the Station or the Assets which might result in any material adverse change in the operation of the Station or would have a material adverse effect on the right, title or interest of Seller in the Assets or the ownership, use or possession of the Station or the Assets by Buyer, or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement.

6.7 **Insurance.** Seller maintains in force fire, casualty and liability insurance with respect to the Assets and the business and operations of the Station, including without limitation all insurance required by the CSFA, and will maintain or cause to be maintained such presently existing insurance in force until the Closing.

6.8 **Disposal of Assets.** Between the date hereof and the Closing Date, Seller will not sell or agree to sell or otherwise dispose of the Assets to be conveyed pursuant to this Agreement other than in the ordinary course of business and only as such assets are replaced, prior to the Closing Date, by other assets of substantially equal or greater value and utility. Any such disposition of the Assets shall only be after consultation with and approval of Buyer, which shall not be unreasonably withheld.

6.9 **No Infringement.** To Seller's knowledge, the operation of the Station does not infringe, and no one has asserted that such operation infringes, upon any copyright, patent, trademark, trade name, service mark, or other similar right of any other party.

6.10 **Employees.** Seller has, in the conduct of the affairs of the Station, complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, equal employment opportunity, collective bargaining, pension, welfare benefit plans, and the payment of social security and

similar taxes. Upon Buyer's request, Seller shall permit Buyer to interview some or all of the Station's employees prior to or after the Closing Date for purposes of possible employment with Buyer after the Closing. Notwithstanding Seller's consent granted herein, Buyer shall have no obligation to hire any of the Station's employees in connection with the proposed transaction. No employee of the Station is represented by a union or other collective bargaining unit, no application for recognition as a collective bargaining unit has been filed with the Nation Labor Relations Board, and, to Seller's knowledge, there has been no concerted effort to unionize any of the Station's employees. To Seller's knowledge, there are no material controversies pending or threatened between Seller or any of the Station's employees, and Seller is not aware of any facts that could reasonably result in any such controversy. Seller has never maintained or contributed to any pension plan (including, but not limited to, any single or multi-employer pension plan within the meaning of ERISA, as amended) with respect to any of the Station's current or former employees.

6.11 **No Breach.** The execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound, except for the need to obtain the FCC consent and any third-party consents to assign the CSFA or Programming Contracts.

6.12 **Administrative Violations.** Seller has not received any administrative or other order from the FCC relating to any violation of the rules and regulations of the FCC, and between the date hereof and the Closing Date, if Seller receives an administrative or other order relating to any violation of the rules and regulations of the FCC, or of any other federal, state or local regulatory or administrative body, including rules regarding the employment of labor and equal employment opportunity, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations in the ordinary course of business and will be responsible for the cost of removing same, including the payment of any fines or back pay that may be assessed for any such violation. Seller will indemnify and hold Buyer harmless with respect to any and all such violations occurring prior to the Closing Date.

6.13 **Taxes.** Seller has, in respect of the Station's business, paid and discharged all taxes, assessments, excises and other levies relative to the Assets being sold, which have become payable.

6.14 **Operations Pending Closing.** Between the date hereof and the Closing Date, Seller shall ensure that the Station is operated in the normal and usual manner in accordance in all material respects with the rules, regulations and policies of the FCC. No increase shall be made in the compensation payable or to become payable to any employee or agent of the Station other than in the ordinary course of business consistent with Seller's past practice. No employment contract shall be entered into by Seller or on behalf of the Station which would legally bind the Buyer following the Closing, unless the same is terminable at will. No other contract, lease or agreement which have a term extending beyond the Closing Date shall be entered into by Seller or on behalf of the Station, without the prior written consent of Buyer. Seller shall promptly provide a copy to Buyer of any filing by Seller with the FCC, or the receipt of any correspondence or notice from the FCC, with respect to the Station.

6.15 **Adverse Developments.** Prior to the Closing Date, Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to the operation of the Station.

6.16 **Access.** Between the date hereof and the Closing Date, upon reasonable notice, Seller will give Buyer or representatives of Buyer reasonable access during normal business hours to the Assets and CSFA Premises, and furnish Buyer with all documents and copies of documents and information concerning the Assets and the business and affairs of the Station as Buyer may reasonably request; provided, however, that no investigation made by or on behalf of Buyer shall affect Seller's representations, warranties and covenants hereunder.

6.17 **Environmental Protection.** To Seller's knowledge: (i) except as consistent with applicable Environmental Laws, no Hazardous Substances are present on or below the surface of the CSFA Premises and such property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (ii) none of the soil, ground water, or surface water of the CSFA Premises is contaminated by any Hazardous Substance and there is no reasonable potential for such contamination from neighboring real estate; and (iii) no Hazardous Substances have been omitted, discharged or released from the CSFA Premises, directly or indirectly, into the atmosphere or any body of ground water. To Seller's knowledge, neither Seller nor any present or former owner or operator of the CSFA Premises is liable for clean up or response costs with respect to the admission, discharge or release of any Hazardous Substance or for any other matter arising under the Environmental Laws due to its ownership or operation of the CSFA Premises. No "underground storage tanks" as that term is defined in regulations promulgated by the EPA are used in the operation of the Station or are located, to Seller's knowledge, on the CSFA Premises. As used herein, the term "Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) the Hazardous Materials Transportation Act (42 U.S.C. §1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260-1 et seq.), the Clean Air Act (42 U.S.C. §7901 et seq.), the National Environmental Policy Act (42 U.S.C. §4231, et seq.), the Refuse Act (33 U.S.C. §407, et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and all rules, regulations, codes, ordinances and guidance documents promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees issued pursuant to any of the foregoing. The term "Hazardous Substance" as used herein means any pollutant, contaminant, or hazardous or toxic substance, waste or material as those or similar terms are defined in the Environmental Laws or listed as such by the EPA.

6.18 **Insolvency Proceedings.** No insolvency proceedings of any kind including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its assets or properties are pending or, to Seller's knowledge, threatened, and Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

6.19 **2018-2020 Carriage Elections.** Seller timely elected mandatory carriage rights for 2018-2020 carriage election cycle against all MVPD's for which the Station was eligible to elect mandatory carriage under the Communications Act of 1934, as amended, and the FCC's rules and regulations. A copy of all such elections have been placed and are maintained in the Station's online public inspection file. No MVPD receiving an election letter for the Station has refused the Station carriage, either at the time of election or since that time until the date hereof. The Station MVPD carriage and channel position set forth in Exhibit 1.7 is accurate and complete.

7. **Buyer's Representations and Warranties.** Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

7.1 **Corporate Existence.** Buyer is a non-profit corporation duly organized, existing, in good standing, and authorized to do business under the laws of the State of Pennsylvania.

7.2 **Corporate Authorization.** The execution, delivery and consummation of this Agreement and the transactions contemplated herein has been duly authorized by the members of Buyer and no further authorization, approval or consent of Buyer's members is required. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 **No Breach.** The execution, delivery and consummation of this Agreement will not conflict with any provision of the Buyer's governing documents.

7.4 **Buyer Qualified.** Buyer is legally, financially and otherwise qualified to acquire and operate the Assets. This qualification is consistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"). To Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station.

7.5 **No Conflict.** Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it, except for the need to obtain the FCC consent.

7.6 **Litigation.** There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against Buyer and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the transactions contemplated by this Agreement.

7.7 **Insolvency Proceedings.** No insolvency proceedings of any kind including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Buyer or any of its assets or properties are pending or, to Buyer's knowledge, threatened, and Buyer has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

8. **Indemnification.**

8.1 **Buyer's Right to Indemnification.** Seller undertakes and agrees to indemnify and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from the breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on the Assets transferred hereunder not specifically excepted herein, and (iii) all liabilities of Seller accruing prior to Closing under any contracts, leases, or agreements assigned to and assumed by Buyer hereunder. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$5,000. Notwithstanding the above, Seller's liability to Buyer for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Buyer, specifically including any "lost profits" or business interruption damages incurred by Buyer.

8.2 **Seller's Right to Indemnification.** Buyer undertakes and agrees to indemnify and hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Buyer, (ii) any and all liabilities or obligations accruing after the Closing Date under the contracts, leases, and agreements assumed by Buyer hereunder and (iii) any actions by Buyer after Closing. The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$5,000. Notwithstanding the above, Buyer's liability to Seller for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Seller, specifically including any "lost profits" or business interruption damages incurred by Seller.

8.3 **Procedure.**

(a) If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly describing in reasonable detail the nature and basis of the claim and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding in a timely manner, the party seeking indemnification shall be free to dispose of the matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest (subject to the right of the indemnifying party to assume the defense of or opposition to such claim at any time prior to settlement, compromise or final determination thereof).

(b) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such claim.

9. **Survival of Representations and Warranties.** The several representations and warranties of the parties contained herein shall survive the Closing for a period of twelve (12) months, at which point they shall be of no further force and effect; provided, however, that all warranties as to corporate or company authority and any related to the ownership of real property shall survive for such maximum period as permitted by law.

10. **Actions Pending Closing.** Between the date hereof and the Closing Date:

10.1 **Access:** Seller shall give Buyer and its representatives access in accordance with Section 6.16 of this Agreement. Buyer agrees to take no action which would interfere with the normal business or operation of the Station, and to comply with the requirements of any third party applicable to the area being accessed.

10.2 **Compliance with Laws.** Seller shall comply in all material respects with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC.

10.3 **Consents.** In a form approved by Buyer, Seller shall obtain from the Sharer thereunder a written consent to the assignment of the CSFA from Seller to Buyer without any conditions, and with no changes to the terms thereof (the “CSFA Consent”), and any other consents required for the assignment and assumption by Buyer of any Programming Contract.

10.4 **Post-Auction Repack.** Seller shall promptly provide Buyer copies of any written communications received by Seller (in any form) from the FCC or any third-party with respect to the post-auction repack of television stations between television channels 2-36, including without limitation, matters concerning work on the Station tower, interference received or caused to the Station, requests for coordination, viewer complaints, and viewer reception issues.

11. **Conditions Precedent to Buyer's Obligations to Close.** The obligation of Buyer to consummate the Closing under this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

11.1 **Certification.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and all of the agreements or covenants of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by an authorized officer of Seller.

11.2 **FCC Consent.** The FCC shall have consented to the assignment of the FCC Authorizations from Seller to Buyer without any conditions materially adverse to Buyer, and such consent shall have become Final.

11.3 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

11.4 **Closing Documents.** Seller shall deliver to Buyer at the Closing all the closing documents specified in Section 14.1, which documents shall be duly executed.

11.5 **Third-Party Consents.** Seller shall have obtained the CSFA Consent and any consents necessary for the assignment of any Programming Contract.

12. **Conditions Precedent to Seller's Obligations to Close.** The obligation of Seller to consummate the Closing under this Agreement is subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of each of the following conditions:

12.1 **Payments.** All payments which are due and payable by Buyer under this Agreement on or before the Closing Date shall have been paid in accordance with the terms of this Agreement.

12.2 **Certification.** The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and all of the agreements or covenants of Buyer to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by an authorized officer of Buyer.

12.3 **FCC Consent.** The FCC shall have consented to the assignment of the FCC Authorizations from Seller to Buyer.

12.4 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

12.5 **Closing Documents.** Buyer shall deliver to Seller at the Closing all the closing documents specified in Section 14.2, which documents shall be duly executed.

13. **FCC Approval and Application**

13.1 **Condition of FCC Consent.** Consummation of the Closing is subject to and conditioned upon receipt from the FCC of its consent in writing to the assignment to Buyer of the FCC Authorizations to be transferred to Buyer hereunder, without any material change to or conditions upon the Station License.

13.2 **Application for Consent.** The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed an application requesting FCC consent to the assignment of the FCC Authorizations, as contemplated by this Agreement (the "Assignment Application"). The parties agree that the Assignment Application shall be duly filed with the FCC not later than five (5) business days after the date of this Agreement, and that such application shall be prosecuted in good faith and with due diligence. The failure of either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement. Seller and Buyer shall each pay one-half of the filing fee for the Assignment Application. Buyer and Seller shall notify each other of all documents filed with or received from the FCC with respect to the Assignment Application. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Application.

13.3 **Absence of Commission Consent.** If the initial FCC consent granting the Assignment Application is not secured within eight (8) months after acceptance for filing by the FCC of the Assignment Application, then this Agreement may be terminated at the option of either party upon written notice to the other; provided, however, that neither party may terminate

this Agreement if (a) such party is in default hereunder, (b) if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to by any failure of such party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the Assignment Application. Upon termination pursuant to this Paragraph, the parties shall be released and discharged of all obligations hereunder and the Deposit shall be returned to the Buyer.

13.4 **Designation for Hearing.** The time for FCC consent provided in Section 13.3 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the FCC, provided, however, that such termination shall not negate the provisions of this Agreement permitting legal recourse by one party against the other related to the reason cited by the FCC for hearing designation.

13.5 **Control of Station Pending Closing.** This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Subject to the rights of Buyer under the LMA, such operation shall be the sole responsibility of Seller.

14. **Closing Documents.** On the Closing Date:

14.1 Seller shall deliver to Buyer:

(a) An assignment or assignments transferring all of the interests of Seller in and to the FCC Authorizations, pending applications and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or held for use in the operation of the Station, and of the Intellectual Property;

(b) A bill of sale conveying to Buyer all of the Tangible Personal Property in a form usual and customary in the State of Pennsylvania, and documentation to Buyer's satisfaction establishing that any existing liens on the Tangible Personal Property have been released;

(c) The CSFA Consent, and the consent for assignment of any Programming Contract assumed by Buyer at Closing;

(d) The certificate, dated as of the Closing Date, described in Section 11.1;

(e) A Certificate, dated as of the Closing Date, of a duly authorized officer certifying that all necessary corporate or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein;

(f) The records and files referred to in Section 1.6 hereof; and

(g) A settlement statement setting forth the amounts due after adjustments and pro-rations, and wire instructions for disbursement of funds to Seller.

14.2 Buyer shall deliver to Seller:

(a) The Notes, marked as cancelled;

(b) The certificate, dated as of the Closing date, described in Section 12.2;

(c) A certificate, dated as of the Closing date, of a duly authorized officer of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein

(d) A certificate of good standing with respect to Buyer issued by the Secretary of State of Pennsylvania;

(e) A countersigned settlement statement; and

(f) As necessary, countersigned assignment and assumption documents for the assignment of the CSFA or any Programming Contract to Buyer.

15. **Pro-rations.**

15.1 **Apportionment of Income and Expense.** Seller shall be entitled to all income received, payable or arising from pre-Closing, and shall be responsible for all expenses arising out of, the operations of the Station through the close of business on the Closing Date. All prepaid and deferred income and expenses relating to the Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted principles as of 12:00 midnight on the Closing Date. Such pro-rations (the "Pro-rations") shall include without limitation:

(a) Advance payments received from advertisers or programmers prior to or on the Closing Date for services to be rendered in whole or in part on or after the Closing Date;

(b) Prepaid expenses and deposits arising from payments made for goods or services prior to the Closing Date where all or part of the goods or services have not been received or used at the Closing Date (for example, rents or utilities paid in advance for a rental period extending beyond the Closing Date);

(c) Liabilities, customarily accrued, arising from expenses incurred but unpaid as of the Closing Date;

(d) Personal and real property taxes and utility charges related to the Station or in respect of any of the Assets; and

(e) Deposits and unearned prepayments received by Seller in connection with any agreement assumed by Buyer.

15.2 **Determination and Payment.** Pro-rations shall be made and paid, insofar as feasible, on the Closing Date and shall be paid by separate check and not by way of adjustment to the purchase price. As to Pro-rations that cannot be made on the Closing Date, within sixty (60) days after the Closing Date, the parties shall determine and agree upon all such Pro-rations and promptly thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due.

16. **Default and Remedies.**

16.1 **Material Breaches.** A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 **Opportunity to Cure.** If either party believes the other to be in default hereunder, the former party shall promptly provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) five (5) business days after the scheduled Closing Date, or (ii) within twenty (20) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such twenty (20) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party, subject to the right of the other party to contest such action through appropriate proceedings.

17. **Damage.** The risk of loss or damage to the Assets shall be upon Seller at all times prior to Closing and Buyer shall bear the risk of loss or damage thereafter. In the event of such loss or damage, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the Closing Date. If damage has occurred and such relief or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Closing in which event Seller shall be responsible to Buyer for the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration; or

(b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration

of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may, at its sole option, elect to further postpone the Closing Date or terminate this Agreement.

18. **Failure of Broadcast Transmission.** If regular broadcast transmissions by the Station in the normal and usual manner are interrupted or discontinued, for more than twenty-four (24) hours in a single occurrence, or if the Station is operated at less than eighty percent (80%) of its licensed operating or effective radiated power, as the case may be, Seller shall give prompt written notice thereof to Buyer. If prior to Closing, the Station is off the air or operating at power outside the tolerance permitted by the FCC's rules (a "Broadcast Interruption"), then Seller shall notify Buyer and use commercially reasonable efforts to return the Station to the air (or to tolerance) as promptly as practicable in the ordinary course of business. Notwithstanding anything herein to the contrary, if on the day otherwise scheduled for Closing, there is a Broadcast Interruption of the Station that has a material adverse effect on the Station, then Closing shall be postponed until the date five (5) business days after the Station returns to the air or to tolerance in all material respects.

19. **Brokerage.** Seller has not engaged a broker in connection with this transaction and agrees to indemnify, defend and hold Buyer harmless from any claim from any broker claiming to have been engaged by Seller based upon any agreement, arrangement or understanding alleged to have been made with Seller. Buyer has not engaged a broker in connection with this transaction, and agrees to indemnify, defend and hold Seller harmless against any claim from any broker based upon any agreement, arrangement, or understanding alleged to have been made with Buyer.

20. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after mailing by U.S. certified mail, postage prepaid, with return receipt requested, and addressed as follows (or to any other address as any party may request by written notice):

If to Seller: Red Lion 49 Media, LLC
Attn: Jeff Winemiller
1 Tuxedo Drive
Beaufort, SC 29907

With a copy, which shall not constitute notice to:

Scott W. Pohlman, Esq.
Hale, Ball, Carlson, Baumgartner, Murphy PLC
10511 Judicial Drive
Fairfax, VA 22030

If to Buyer: Sonshine Family Television Corp.
Attn: Dan Huber

813 N. Fenwick Street
Bethlehem, PA 18109

With a copy, which shall not constitute notice to:

Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70741

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

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

23. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

24. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

25. **Severability.** In case any one or more of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any material respect by a court or governmental authority, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

26. **Choice of Laws and Venue.** This Agreement is to be construed and governed by the laws of the State of Pennsylvania, without consideration of the conflicts of law provisions thereof. Any action brought hereunder shall be filed in and adjudicated in the Pennsylvania federal district court applicable to the county where the Station is located.

27. **Bulk Sales.** Seller will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

28. **Benefit; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights and obligations hereunder without the other party's written consent. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

29. **Fees and Expenses.** Except as specifically otherwise provided herein, Buyer and Seller shall each pay their own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

30. **Public Announcements.** Prior to Closing, no party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with the other party concerning the requirement for, and timing and content of, such public announcement and having received their prior written consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement.

31. **Confidentiality.** Each party and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained regarding the other party and the Station's business and properties, except for public record information, and if the transactions provided for in this Agreement are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all information and documents without retaining any copies thereof, and further Buyer (and its representatives) shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase, or induce or attempt to persuade any of Seller's employees not to be employed by, or to terminate their employment with Seller at anytime.

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

REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Seller:

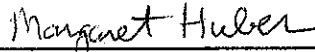
RED LION 49 MEDIA, LLC



By: Jeff Winemiller
Title: Manager

Buyer:

SONSHINE FAMILY TELEVISION CORP.



By: Margaret Huber
Title: President

Exhibits

- 1.1 FCC Authorizations
- 1.2 Tangible Personal Property
- 1.3 Channel Sharing and Facilities Agreement
- 1.6 Programming Contracts
- 1.7 MVPD Carriage
- 4 Local Marketing Agreement
- 6.6 Litigation

Exhibit 1.1
FCC Authorizations

<i>Station</i>	<i>Facility Id</i>	<i>License File No.</i>	<i>Expiration</i>
WLYH, Red Lion, PA	55350	0000034063	August 1, 2023

Exhibit 1.2
Tangible Personal Property

Insignia 19" TV Receiver and Monitor
Digital Stream Digital to Analog Receiver
Sencore Off Air Receiver
Alibi 8 port to IP converter
Videotek Analog Monitor Switcher
Harmonic Encoder
Harmonic Encoder
SDI 4 Port Switcher

MV4
SlingBox Converter
Everplex+ 4 CQ Quad Monitor Box
AJA Frame Sync
Video Patch Panel
Edge Router (comcast)
Netgear 24 Port Switch
Dayton AFC3 EAS Receiver
Lenovo Utility Computer
SlingBox
Maranda Densite LGK-3901 EPA-3901
SAGE Digital ENDEC
Grass Valley DA's 7 Video 2 Power supply
Speaker
Printer
TCP/IP Converter
3 SDI to AV Converters
Off Air TV Antenna
Antenna splitter
Dell Touchscreen Computer

Exhibit 1.3**Channel Sharing and Facilities Agreement**

Channel Sharing and Facilities Agreement dated August 29, 2017 between Seller (as successor in interest and assignee of NRJ TV RL OpCo, LLC & NRJ TV RL License Co, LLC) and Nexstar Broadcasting, Inc., as amended and extended by that certain *Renewal To Channel Sharing and Facilities Agreement* between Seller and Nexstar Broadcasting, Inc. dated December 24, 2018.

Exhibit 1.6
Programming Contracts

None

Exhibit 1.7
MVPD Carriage

Community	County	Cable System	WLYH #	Subscribers
Belleville	Mifflin	Zampelli Electronics	13	530
Carlisle	Cumberland	Comcast Cable	21	22,045
Chambersburg	Franklin	Comcast Cable	18	28,300
Dillsburg	York	Comcast Cable	21	3,700
Duncannon	Perry	Blue Ridge Cable TV Inc	9	3,400
Elizabethtown	Lancaster	Comcast Cable - Columbia	9	18,120
Ephrata	Lancaster	Blue Ridge Cable TV Inc	8	34,317
Ft. Loudon	Franklin	Comcast Cable - Mercersburg	18	4,701
Gettysburg	Adams	Comcast Cable	21	31,960
Hanover	York	Comcast Cable	7	17,250
Harrisburg	Dauphin	Comcast Cable	7	121,280
Hershey	Dauphin	Comcast Cable	13	17,200
Lancaster	Lancaster	Comcast Cable	10	85,348
Lebanon	Lebanon	Comcast Cable - Newmanstown	10	31,000
Lewistown	Mifflin	Comcast Cable	95	7,300
Lewistown	Mifflin	Nittany Media	6	1,240
Liverpool	Dauphin	Zampeilli Electronics	53	320
McAlisterville	Juniata	Nittany Media	6	682
McClure	Snyder	Nittany Media	6	400
Millersburg	Dauphin	Comcast Cable	13	4,599
Mt. Pleasant	Snyder	Zampeilli Electronics	39	500
Newberrytown	York	Blue Ridge Cable	9	6,000
Newport	Perry	Comcast Cable	10	2,425
Reedsville	Mifflin	Comcast Cable	11	2,325
Richfield	Juniata	Nittany Media	6	561
Stewartstown-Felton	York	Armstrong Cable	12	4,050
Walnut Bottom	Cumberland	Kuhn Communications	2	1,103
Waynesboro	Franklin	Comcast Cable	18	27,675
Dillsburg	York	Comcast Cable	21	
York	York	Comcast Cable	7	74,605
SATELLITE & FIOS				
DISH	DMA	DMA	49	51,725
DIRECTV	DMA	DMA	49	103,445
VERIZON FIOS	Dauphin-Cumberland		17	41,000
CABLE 557,936 - SATELLITE 155,170 - FIOS 41,000				
Harrisburg-Lancaster-Lebanon-York DMA#44 - 693,370 Households				

Exhibit 4
Local Marketing Agreement

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the "LMA") is entered into on January 1, 2019 by and between Red Lion 49 Media, LLC, a Pennsylvania limited liability company ("Licensee") and holder of the Federal Communications Commission licenses ("FCC Licenses") for commercial television station WGCB, Red Lion, PA (Fac. Id. 55350) (the "Station"), and Sonshine Family Television Corp., a Pennsylvania non-profit corporation ("Broker").

WHEREAS, Licensee and Broker have entered into an asset purchase agreement for the Station ("APA"), which contemplates Broker providing programming on the Station prior to the consummation of the sale, and which sale and purchase will be subject to the parties obtaining FCC approval; and

WHEREAS, Licensee wishes to contract with Broker to provide programming on the Station pursuant to the terms and conditions set forth herein, and in accordance with the rules, regulations and policies of the FCC; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

WITNESSETH:

1. Local Marketing Agreement.

1.1 Program Time: Licensee agrees to make the broadcasting transmission facilities of the Station, including without limitation all digital multicast channel capacity (collectively, the "Station Facilities"), available to Broker commencing at 12:01 a.m. on January 1, 2019 (the "Commencement Date"), for the broadcast of Broker's programs (the "Programs") twenty-four hours a day, seven days a week, except as otherwise provided herein. The Programs shall follow an entertainment format, which may include any lawful content, including without limitation, music, sports, news, public service, promotions, contests, and advertisements. Broker may use and originate the Programs from Licensee's studios and shall be solely responsible for the cost and expense of obtaining the Programs. Broker may sell program time and advertising on the Station, and shall be entitled to retain all advertising, programming revenues or other revenues generated by (i) Broker's program time and advertising, and, (ii) subject to the payment by Broker to Licensee of the amounts due on Schedule A, advertising and program time sold by Licensee prior to the Commencement Date but aired on the Station during the Term. Except as otherwise provided in this LMA, Broker shall not be responsible for any liabilities of Licensee arising prior to or during the LMA. Notwithstanding the programming right granted to Broker herein, Licensee expressly reserves the right to set aside up to two hours per broadcast week on the Station at a mutually agreed time for the broadcast of programming produced and/or selected by Licensee.

1.2 FCC Licenses. The Station operates in accordance with, and Licensee's obligation to make the Station Facilities available to Broker extends to and includes the Station transmissions under authority of and in accordance with the parameters specified in, the FCC

Licenses, including without limitation FCC License No. 0000034063. Throughout the term of this LMA, Licensee shall (i) maintain the validity of the FCC Licenses, including without limitation timely filing, prosecuting and obtaining required renewals of same, (ii) make the Station and all related equipment available to Broker for operation with the maximum authorized facilities, and (iii) remain qualified in all respects to be FCC licensee of the Station.

2. Payments. During the Term, Broker hereby agrees to pay the amounts set forth in *Schedule A* attached hereto. Payment for any partial period during the Term shall be calculated on a pro-rata basis using the number of days in the applicable partial period.

3. Term; Termination. The term of this LMA shall begin on the Commencement Date and continue for a period of six (6) months unless extended in writing by Licensee and Broker or earlier terminated pursuant to its terms (the "Term"). This LMA may be earlier terminated (a) if it is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction and the parties are unable, after negotiation in good faith, to modify this LMA to comply with applicable law, (b) by the mutual consent of both parties, (c) if there is a change in FCC rules, policies or precedent that would cause this LMA to be in violation thereof and the parties are unable, after negotiating in good faith, to modify this LMA to comply with the change in FCC rules, policies or precedent, and (d) as otherwise set forth herein. In addition, this LMA shall automatically terminate upon the closing of the APA. In the event of any termination, all amounts accrued or payable by Broker to Licensee up to the date of termination or expiration which have not been paid shall immediately become due and payable.

4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the Programs provided pursuant to this LMA, and each Program shall be rendered and delivered suitable and ready for broadcast in a manner satisfactory to Licensee. At the request of Licensee, Broker shall provide complete copies of the program schedule. Broker agrees that each Program shall be broadcast in conformity with the regulations and restrictions set forth on **Attachment I** hereto, which are an integral part of this LMA. Licensee reserves the right to refuse to broadcast any Program which does not, in Licensee's sole opinion determined in good faith, serve the public interest. If, in Licensee's sole opinion determined in good faith, the programs to be broadcast by Broker fail to conform to the regulations and restrictions set forth on **Attachment I** hereto, Licensee shall have the right, without prejudice to any other rights it may also have, to (i) furnish and/or substitute programming prepared by Licensee; or (ii) edit the programming furnished by Broker; or (iii) refuse to furnish transmission facilities to Broker for the broadcast of said programs. In all such cases, however, Licensee will endeavor to notify Broker of any changes or substitutions in advance of the broadcast and of its reasons for concluding that the Program does not conform to the regulations and restrictions set forth on **Attachment I** hereto.

5. Foreign Language Programs. In the event that any Programs or parts or portions thereof contain, or are broadcast in, any languages other than English, Licensee shall have the right to retain, at Broker's expense, one or more interpreters, as circumstances may require, who are fluent in English. The interpreter(s) shall monitor the Programs or parts or portions thereof,

which contain the foreign language and, at the request of Licensee shall provide Licensee, as Licensee may request, either accurate digests or transcripts of the Programs or parts or portions thereof that contain the foreign languages.

6. Responsibility for Employees and Expenses.

6.1 Broker: Broker shall employ and be responsible for the salaries, taxes, insurance, benefits and related costs for all personnel used in the production and delivery of the Programs and the sale of broadcast time or advertising related thereto. Broker shall pay all costs of delivering the Programs to the Station Facilities.

6.2 Licensee: Licensee shall be responsible for employment of any personnel necessary to carry out its FCC obligations related to the Station, including without limitation the capacity to broadcast any program Licensee originates and to perform routine or emergency maintenance and engineering functions to ensure continuous Station transmissions during the Term ("Station Personnel"). Licensee shall be responsible for compliance with FCC rules, regulations and policies during the Term. Subject to reimbursement pursuant to *Schedule A* hereto, Licensee will be responsible for the salaries, taxes, insurance, benefits and related costs of the Station Personnel, and any operating expenses of the Station. Whenever on the Station premises, all personnel, whether employed by Licensee or Broker, shall be subject to the supervision and the direction of Licensee.

7. Operation of Station.

7.1 Facilities/Technical Matters: Subject to reimbursement pursuant to *Schedule A* hereto, Licensee shall be responsible for the maintenance and operation of the Station transmission systems and all real property associated therewith. Licensee shall make the Station transmitter and other broadcast equipment, transmitter building and tower reasonably available to Broker, at no additional charge, for placement of any equipment Broker reasonably deems necessary to allow it to broadcast the Programs on the Station. Upon receipt of the Programs at the Station's transmitter facility, Licensee shall transmit the Programs on the Station's digital channels over-the-air via the Station transmitter, at the parameters authorized in the Station's current FCC Licenses, pursuant to the ATSC Program and System Information Protocol ("PSIP") Standard A/65C. The broadcasts of the Programs shall be in at least standard definition digital quality. If high definition equipment is available at the Station, Broker shall have the right to designate certain of the Programs, or certain channels, for high definition transmission. If no high definition equipment is available at the Station, Broker shall have the right, at its sole costs and expense, to purchase and install such equipment, retaining ownership thereof and a right to remove such equipment upon termination of this LMA. Broker shall be responsible for the costs associated with and the insertion of all required PSIP information (including channel numbers and program guides), the cost of properly encoding each digital channel used, and any other costs associated with transmitting the Programs to the Station's transmission facilities.

7.2 Cable & Satellite Carriage. The Station is assigned by Nielsen to the

Harrisburg-Lancaster-Lebanon-York, PA Designated Market Area (“DMA”), and any change thereof during the Term shall entitle Broker to terminate this LMA. The Programs on the Station’s main digital channel shall be carried on any cable system, satellite service or other multi-channel video-programming distributor (“MVPD”) in the DMA against which Licensee has elected mandatory carriage rights or otherwise granted retransmission consent. Nothing in this LMA shall require Licensee to negotiate or authorize carriage of the Programs on the Station’s additional digital channels or capacity. Broker may negotiate and, subject to Licensee’s prior consent, enter into any MVPD carriage agreement for the additional digital channels, provided that such agreement does not adversely affect Licensee’s main channel carriage rights with such MVPD, and provided further that Broker provide an executed copy to Licensee and ensure that such agreement contains terms that cause it to automatically terminate upon the expiration of this LMA, without any required notice by any party, and requires the MVPD to indemnify, defend and hold harmless Licensee for any claim, damage, fees, or other obligations arising under such agreement.

7.3 Licensee Regulatory Responsibility: Licensee shall be responsible for the Station compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including all technical regulations governing operation of the Station. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Station in full force and effect during the Term, unimpaired by any acts or omissions of Licensee. Licensee, in consultation with Broker, shall take all actions necessary to continue in effect and maintain the Station’s current channel sharing agreement with Nexstar Broadcasting, Inc. utilizing the facilities of commercial television station WHTM-TV, Harrisburg, PA (Fac. Id. 72326)

7.4 Licensee Control: Notwithstanding anything to the contrary in this LMA, Licensee certifies that under this LMA it will maintain ultimate control over the Station Facilities, including control over Station finances, personnel and programming. Licensee shall have full authority and power over the operation of the Station during the term of this LMA. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Pennsylvania, and the rules, regulations, and policies of the FCC, including the prohibition of unauthorized transfer of control.

7.5 Programming: During the term of this LMA, Licensee will be solely responsible for ascertaining issues of community importance for the Station, addressing such issues through its own programming or the Programs supplied by Broker, and preparing the quarterly listings of significant community issues and responsive programming. Licensee will also be solely responsible for maintaining the Station logs and political and public inspection files, for receiving and responding to telephone inquiries related to Station operations and for filing all necessary reports with the FCC. Broker, pursuant to the direction of the Licensee, shall insert proper station identification announcements and Emergency Alert System announcements

and tests into Broker's Programs at such times as required by the FCC's rules. Broker shall, subject to the ultimate supervision of Licensee, deliver to the Station, such records and information about the Programs required by the FCC to be placed in the public inspection files of the Station, including without limitation descriptions of programs addressing issues facing the communities served by the Station, and those pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules. Licensee shall have ultimate responsibility for ensuring compliance with the rules, regulations and policies of the FCC, as announced from time to time, including those with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates to "equal opportunities," "lowest unit charge" and reasonable access). Broker shall include in the Programs a sufficient number of programs to satisfy the Station's FCC obligations to air educational and informational programming for children, and supply program descriptions and details necessary for Licensee to complete and file quarterly Children's Television Programming reports with the FCC. In addition, in any of the Programs that are targeted to children twelve (12) years and younger shall comply with the FCC limitations on commercial matter in such programs, and Broker shall provide Licensee with required certifications of compliance as necessary for Licensee to complete any required FCC certification actions. The Programs will also comply with the Station's obligations under the FCC's closed captioning rules. Licensee does not by this LMA or otherwise acquire any right, title or interest in or to any of the Programs. All such rights shall remain with and be held by Broker or other owners of the Programs.

7.6 Post-Auction Repack. Should Licensee receive any notice regarding interference to the Station resulting from technical changes to other television stations during the post-auction repack of television channels or be advised of any possible temporary interruption of service to accommodate co-located stations on Station's tower, Licensee shall promptly notify and consult with Broker regarding any action(s) to be taken in connection therewith.

8. Special Events. Licensee reserves the right in its discretion, and without liability, to preempt one or more of the broadcasts of the Programs and to use part or all of the time contracted for herein by Broker for broadcasts of special events of importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts.

9. Condition of Broadcast Equipment. In conjunction and coordination with Broker, Licensee shall maintain all equipment necessary for broadcasting by the Station at Licensee's expense in operating condition and in compliance in all material respects with the applicable rules and regulations of the FCC.

10. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to causes beyond the control of Licensee, shall not constitute a breach of this LMA and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

11. Payola/Sponsorship Identification. Broker agrees that neither Broker nor its employees will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to a commission, discount, bonus, materials, supplies or other merchandise, services, or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

12. Compliance with Law. The parties agree that throughout the term of this LMA each party will comply with all laws and regulations applicable in the conduct of Licensee's business, or otherwise use its best efforts to immediately come into compliance with such laws and regulations.

13. Insurance.

13.1 Broker. Broker will obtain and maintain throughout the Term insurance with responsible and reputable insurance companies or associations covering all risks associated with the broadcast of the Programs to the public and use by Broker of the Station Facilities, (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims for personal injury or death or property damage, insurance for claims for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating television stations with facilities comparable to those of the Station. With respect to such insurance, Broker shall provide Licensee with a certificate of insurance listing Licensee as an additional insured thereon. Any insurance proceeds received by Licensee in respect of property damaged by Broker will be used to repair or replace such property so that the operation of the Station conforms to this LMA.

13.2 Licensee. Licensee shall maintain throughout the Term insurance with responsible and reputable insurance companies or associations covering all risks associated with the broadcast of Licensee's programs to the public, as well as full replacement value insurance with respect to the Station's technical equipment. In the event of any loss or damage to such property, Owner shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable in a manner such that the continued operation of the Station will conform to this LMA.

14. Indemnification; Warranty. To the extent not covered by Broker's insurance policies, Broker will indemnify and hold Licensee harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, or failure to furnish records or information required to be supplied by Broker under Section 7.4 above. Further, Broker warrants that the broadcasting of the Programs will not violate any rights of others and Broker agrees to hold Licensee harmless

from any and all claims, damages, liability, costs and expenses, including attorney fees, arising from the production and/or broadcasting of the Programs or for failure of Broker to discharge any obligations arising under this LMA. Licensee reserves the right to refuse to broadcast any and all Programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be violative of any right of theirs. To the extent not covered by Licensee's insurance, Licensee will indemnify and hold Broker harmless against any and all claims, damages, liability, costs, and expenses, including attorney fees, arising from Licensees' programming on the Station during the Term, advertising or programs sold by Licensee but aired on the Station after the Commencement Date, or arising from Licensee's failure to fulfill any of its obligations under this LMA. The parties' obligation to hold each other harmless against the liabilities specified above shall survive any termination of this LMA.

15. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this LMA:

15.1 Non-Payment. Broker's failure to timely pay the consideration provided for in Section 2 and *Schedule A* hereof.

15.2 Default in Covenants. Broker's or Licensee's default in the observance or performance of any material covenant, condition, or agreement contained herein.

15.3 Breach of Representation. Any breach of a material representation or warranty herein made by either party, or in any certificate or document furnished to the other party pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

15.4 Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured, would constitute an Event of Default and specifying the actions necessary to cure within such period. Except for default due to nonpayment of consideration by Broker, this period shall be extended by the non-defaulting party for a reasonable period (not exceeding 30 days) if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

15.5 Termination Upon Default. In the event of the occurrence of an Event of Default, if Broker is the defaulting party, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and may terminate this LMA, and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

16. No Joint Venture. The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this LMA. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute an agency, partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership

in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects, except as expressly set forth herein. Except as expressly permitted herein, Broker shall at no time link or associate itself with, or represent itself to be, the licensee or owner of the Station. Broker shall have no right or license to use Licensee's or its affiliates names, trademarks, copyrights, brands, or any Licensee intellectual property in association with the Programs or its business activities. Broker may use the Station's call letters to identify the Programs and broadcast outlet to third parties, and for purposes of identifying the Station in accordance with FCC regulations.

17. Representations. Licensee and Broker represent and warrant as follows:

(a) each is legally qualified, empowered, and able to enter into this LMA, and that each has had the benefit of advice of counsel with respect thereto;

(b) in accordance with Section 73.3555(j) of the FCC's rules, Licensee certifies that it maintains ultimate control over the Station facilities, including specifically control over Station finances, personnel and programming; and

(c) the entering into of this LMA does not violate the FCC's multiple ownership rules, and the LMA complies with the provisions of paragraphs (b), (c), and (d) of Section 73.3555 of the Commission's rules.

18. Modification and Waiver. No alteration, modification, change, or waiver of any provision of this LMA shall in any event be effected unless the same shall be in writing and executed by both parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

19. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

20. Station Call Letters. Unless required by law or final action of a court, agency or other governmental authority to cease using the Station current call letters, Licensee agrees to maintain such call letters during the Term. At any time during the Term, Licensee agrees, upon request from Broker, to consider changing the call letters of the Station and in connection therewith to consider suggestions for new call letters from Broker. Licensee shall have absolute control and discretion over whether to change the Station call letters based on Broker's request. Broker agrees to be responsible for all costs and expenses of Licensee in applying for and obtaining new call letters requested by Broker.

21. Construction. This LMA shall be construed in accordance with the laws of the State of Pennsylvania, without giving effect to the conflict of law provisions thereof, and the obligations of Licensee hereunder are subject to the terms of the FCC Licenses held by Licensee and to all federal, state, county, or municipal laws or regulations now or hereafter in force and to the regulations of all commissions, including the FCC or other governmental bodies or authorities presently or hereafter to be constituted.

22. Headings. The headings of the provisions for this LMA are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

23. Counterpart Signature. This LMA may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto; notwithstanding that the parties are not signatory to the original or the same counterpart. This LMA shall be binding when the executed counterparts are exchanged by the parties.

24. Notice. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail (postage prepaid, with return receipt requested) or by Federal Express or other overnight courier, and addressed as follows:

If to Licensee: Red Lion 49 Media, LLC
1 Tuxedo Drive
Beaufort, SC 29907
Attn: Jeff Winemiller

With a Copy to:

If to Broker: Sonshine Family Television Corp.
813 N. Fenwick Street
Allentown, PA 18109
Attn: Dan Huber

With a Copy to: Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 W. Causeway Approach
Mandeville, LA 70471

25. Alternate Addresses. Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party.

26. Date of Notice, Action. The date of such notification or communication shall be deemed to be (a) if personally delivered, the date of delivery, (b), if sent via certified mail, three business days after the date of mailing and (c) if sent via Federal Express or other overnight courier service, on the date of delivery. For purposes of this LMA, the term “business day” means each day other than a Saturday, Sunday, a federal legal holiday or legal holiday by law in Pennsylvania. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on other than a business day, the last day for such notification, communication or action shall be extended to the first date thereafter which is a business day.

27. Entire Agreement. This LMA embodies the entire understanding between the parties and there are no other representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

28. Severability. The event that any of the provisions contained in this LMA become or are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this LMA shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.


29. Assignment. Neither Party may assign this LMA without the prior written consent of the other. No assignment shall relieve any Party of any liability under this LMA. The terms of this LMA shall bind and inure to the benefit of the parties’ respective successors and assigns. Nothing in this LMA expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

30. Nondiscrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of FCC Report and Order in MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station and upon request, shall provide Licensee with written confirmation of compliance with such requirement.

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this LMA as of the date first above written.

RED LION 49 MEDIA, LLC


By: Jeff Winemiller
Title: Manager

SONSHINE FAMILY TELEVISION CORP.

By: Margaret Huber
Title: President

IN WITNESS WHEREOF, the parties have executed this LMA as of the date first above written.

RED LION 49 MEDIA, LLC

By: Jeff Winemiller
Title: Manager

SONSHINE FAMILY TELEVISION CORP.

Margaret Huber

By: Margaret Huber
Title: President

ATTACHMENT I

PROGRAMMING REGULATIONS AND RESTRICTIONS

Broker agrees to cooperate with Licensee in the broadcasting of programs of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

I. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

II. **Controversial Issues.** Any advertisement on an issue of national importance shall comply with current FCC rules and policies.

III. **Donation Solicitation.** Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the program broadcast or a church or ministry are permitted.

IV. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

V. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor with proper Sponsorship Identification, is prohibited.

VI. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

VII. **Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's General Manager the rates Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

VIII. **Required Announcements.** Under Licensee's ultimate supervision, Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station and (ii) any other announcements that may be required by law, regulation or Station policy.

VIX. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. **Licensee Discretion Paramount.** In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Commissions, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.

XI. **Programming Prohibitions.** Broker shall not broadcast any of the following programs or announcements:

A. **False Claims.** False or unwarranted claims for any product or service.

B. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or illegal imitation of program copy, or any other unfair competition.

C. **Obscenity/Indecency/Profanity.** Any program or announcement that is slanderous, obscene, profane, indecent or vulgar, either in theme or in treatment.

D. **Conflict Advertising.** Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general.

E. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

SCHEDULE A

REIMBURSEMENT OF LICENSEE COSTS

Each month during the Term, Broker shall pay Licensee an amount equal to the monthly expenses of Licensee incurred in and necessary for the maintenance and operation of the Station during that month (the "Monthly Fee"). The first Monthly Fee shall be due no later than thirty (30) days after the Commencement Date, and subsequent Monthly Fees shall be due thereafter in thirty (30) day increments. The Monthly Fee shall include reimbursement for the following expenses:

1. Utilities including electricity, heating, water, internet/phone;
2. Maintenance and repair of the Station equipment;
3. Transmitter site, tower space or studio rent, and any associated operating costs;
4. Insurance as required by Section 13(b) of the LMA;
5. The reasonable salaries, benefits and related expenses for the employment of the Station Personnel;
6. FCC Regulatory Fees and other governmental fees;
7. Music licensing fees paid by Licensee for the Station; and
8. Channel sharing financial obligations or payments.

It is not intended that the Monthly Fee will reimburse Licensee for the following expenses incurred by Licensee:

1. Licensee's own corporate income or similar tax obligations, such as gross receipts taxes or franchise taxes; or
2. Real estate taxes and personal property taxes for the Station property; or
3. Repair or replacement of any equipment for which insurance coverage is applicable and paid; or
4. Premiums for the insurance that Licensee elects to carry over and above the insurance coverage provided by Broker pursuant to Section 13 of the LMA.

Exhibit 6.6
Litigation

None