

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of January 22, 2020, by and between ENTRAVISION COMMUNICATIONS CORPORATION, a Delaware corporation ("*Seller*") and ION MEDIA STATIONS, INC., a Florida corporation ("*Buyer*"). Capitalized terms used herein but not otherwise defined shall have the meanings given to them in *Exhibit A* to this Agreement.

WITNESSETH:

WHEREAS, Seller is the owner of and, indirectly, through its ownership of its wholly-owned Subsidiary, Holdings, is the holder of certain licenses and authorizations issued by the Federal Communications Commission (the "*FCC*") with respect to, the following Full-Service Television Station (the "*Station*"):

KMCC, Laughlin, Nevada (FCC FIN: 41237)

WHEREAS, Seller wishes to sell, transfer and assign, and Buyer wishes to purchase, acquire and assume, the Station Assets, including the Licenses, and the Assumed Liabilities pursuant to the terms and subject to the conditions of this Agreement and applicable FCC requirements.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, the parties, intending to be legally bound, agree as follows:

ARTICLE I.

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 *Purchase and Sale of Assets.* Pursuant to the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall assign, sell and transfer to Buyer, and Buyer shall purchase and acquire from Seller, the assets, properties and rights of Seller (including through Seller's ownership of Holdings) (except for the Excluded Assets), whether real, personal, tangible or intangible, that are used, held for use in the operation of, or otherwise relating to, the business and operations of the Station (collectively the "*Station Assets*"), including all of Seller's (direct and indirect) right, title and interest in and to the following:

(a) all licenses, permits and all other FCC authorizations pertaining to the Station applied for or issued with respect to the Station by the FCC or any other Governmental Authority (including the Microwave Licenses), each of which are set forth and more fully described on *Schedule 1.1(a)* hereto (the "*Primary Licenses*");

(b) all pending licenses, applications and permits before the FCC or any other Governmental Authority which relate to the Station, each of which are set forth and more fully

described on *Schedule 1.1(b)* hereto, to the extent assignable (the “*Pending Licenses*” and, collectively with the Primary Licenses, the “*Licenses*”);

(c) that certain Site License Agreement, dated as of January 31, 2011, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, and Cranston II, LLC, a Delaware limited liability company, as assigned to Seller, pursuant to that certain Assignment and Assumption Agreement, dated as of January 16, 2018, and as further assigned to Holdings pursuant to that certain Assignment and Assumption Agreement, dated as of December 10, 2019, in respect of a transmitter site utilized by the Station and located in Dolan Springs, Arizona (collectively, the “*Dolan Spring License*”);

(d) those certain agreements and contracts that are set forth and more fully described on *Schedule 1.1(d)* hereto (the “*Station Contracts*”);

(e) all of Seller’s supplies, equipment, inventories, machinery, towers, transmitters, antennas, vehicles, furniture, fixtures, computers, software, inventory, cables spare parts and other fixed assets and tangible personal property that is used or held for use solely in the operation of the Station and other property purchased but not installed in connection with the operation of the Station, but excluding such assets which are used jointly in the operation of the Station and any other broadcast stations owned by Seller, in each case which are set forth and more fully described on *Schedule 1.1(e)* hereto (the “*Personal Property*”);

(f) all of Seller’s rights in any intellectual property owned by or licensed to Seller and used or useful solely in the operation of the Station, including, without limitation, all websites, URLs and internet domain names, the Station’s call letters, trademarks, trade names, service marks, patents, patent applications, copyrights, programs and programming material (including program rights), jingles, slogans, and logos together with all goodwill associated therewith (“*Intellectual Property*”), but excluding any Intellectual Property associated with Seller and not the Station, including those more fully described on *Schedule 1.1(f)* hereto;

(g) all of Seller’s rights in and to, filings with the FCC relating to the Station and all other files, documents, records, relating to the Station’s broadcast operations but not to sales and marketing, including the Station’s local paper public file information, engineering data, FCC required logs, and related technical information, and copies of all of the foregoing, but only to the extent they relate to the Station and, in each case, excluding records to the extent they relate to Excluded Assets or to other stations owned by Seller (“*Station Documents*”);

(h) any and all claims and rights against third parties if and to the extent relating to the Station Assets after the Closing and prepaid Taxes relating to the Station and the Station Assets, pro-rated as of the Closing; and

(i) all prepayments received by Seller or any of its Subsidiaries pursuant to Station Contracts for goods or services not yet provided or performed, including prepayments made pursuant to advertising sales contracts for committed air time for advertising on any of the Stations that has not been aired prior to the Closing Date, subject to proration pursuant to *Section 2.1(e)*, as applicable.

1.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Seller shall retain all right, title and interest to, in and under the Excluded Assets. “*Excluded Assets*” shall mean all assets, properties, interests, and rights of Seller other than the Station Assets, and shall include, without limitation, each of the following assets:

(a) all cash, cash equivalents and cash items of any kind whatsoever, certificates of deposit, money market instruments, bank balances and rights in and to bank accounts, Treasury bills and marketable securities and other securities existing as of the Closing Date;

(b) all of Seller’s deposits or prepaid charges and expenses paid in connection with or relating to any assets of Seller other than the Station Assets;

(c) all claims, rights or interests of Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any tax period (or portion thereof) ending on or before the Closing;

(d) all rights, claims or causes of action of Seller against third parties relating to the Station Assets or any assets, properties, business or operations of Seller arising out of events, acts or omissions occurring on or prior to the Closing Date to the extent relating to the Station Assets prior to the Closing;

(e) all insurance policies, contracts or plans, promissory notes, amounts due from employees, bonds, letters of credit or other similar items relating to the Station Assets or the assets, properties, business or operations of Seller, and the assets thereof (including any cash surrender value) or any right to proceeds thereunder;

(f) all corporate records and other books and records to the extent pertaining to internal corporate matters of Seller;

(g) all rights of Seller as of the Closing Date to payment for the sale of aired advertising time and other goods and services by the Station prior to the Closing Date;

(h) all information and records of other radio and television stations operated by Seller including such stations in the Las Vegas radio and television markets;

(i) all leases, licenses and contracts that are terminated or otherwise expire prior to Closing, subject to Seller’s consultation with Buyer and Buyer’s consent to such termination, non-renewal or non-extension; and

(j) all contracts and agreements of any kind relating solely to the Station or to which Seller is a party that is not a Station Contract.

1.3 Assumption of Liabilities. The Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature (“*Liens*”), other than for (i) Taxes not yet due and payable and (ii)

Permitted Liens. On the terms and subject to the conditions set forth in this Agreement, at the Closing Buyer shall assume, effective as of the Closing, and shall timely perform and discharge in accordance with their respective terms, all debts, liabilities and obligations and including all costs and expenses relating thereto ("*Liabilities*") of Seller arising out of, relating to or otherwise in respect of the Station Assets arising on or after the Closing Date that are set forth on *Schedule 1.3* hereto (the "*Assumed Liabilities*"), including the following:

- (a) all Liabilities of Seller under the Licenses arising after the Closing;
- (b) all Liabilities of Seller under the Dolan Springs License arising after the Closing;
- (c) all Liabilities of Seller under the Station Contracts arising after the Closing;
- (d) all other Liabilities with respect to the Station and the Station Assets arising after the Closing; and
- (e) all Taxes related to the Station Assets that are required to be paid in respect of the period commencing on or after the Closing Date.

1.4 *Excluded Liabilities.* Except for the Assumed Liabilities, Buyer does not assume and shall not be deemed by this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to buyer, including any liability of Seller under any contracts that is not included in the Station Contracts ("*Excluded Liabilities*"). Excluded Liabilities shall include all Liabilities of Seller arising out of, relating to or otherwise in respect of the Station Assets before the Closing Date and the following Liabilities:

- (a) all Liabilities arising out of Excluded Assets;
- (b) all Liabilities for Taxes relating to the Station Assets (other than Transfer Taxes) for any tax period (or portion thereof) ending on or before the Closing;
- (c) all Liabilities that are not Assumed Liabilities;
- (d) any Liabilities under Station Contracts or other Station Assets relating to the period prior to the Closing;
- (e) any Liabilities under the Dolan Springs License relating to the period prior to the Closing;
- (f) any Liabilities which are unrelated to the Station Assets being sold hereunder;
- (g) any Liabilities relating to employees of Seller (including any pension obligations or pension withdrawal Liabilities);

(h) all Transfer Taxes relating to the consummation of the transactions contemplated by this Agreement (which, for clarity, will be the responsibility of Seller);

(i) all Liabilities with respect to the Licenses arising before the Closing Date; and

(j) any amounts (other than regulatory fees) due and owing to the FCC prior to the Closing.

ARTICLE II. CONSIDERATION

2.1 *Purchase Price and Payment.*

(a) *Intentionally Omitted.*

(b) ***Purchase Price.*** The purchase price for the Station Assets shall be an amount of cash equal to Four Million Dollars (\$4,000,000.00) (the "*Purchase Price*") and the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price at the Closing, to and for the benefit of Seller, by wire transfer of immediately available funds to such account for which instructions are delivered by Seller to Buyer not less than three (3) Business Days prior to the Closing.

(c) ***Allocation of Revenues and Expenses.*** All revenues and all expenses arising from the Station Assets shall be allocated between Buyer and Seller in accordance with GAAP, consistently applied, and to effect the principle that Seller shall receive all revenues and shall be responsible for all expenses, costs and liabilities related to the period prior to the Closing Date and Buyer shall receive all revenue and shall be responsible for all expenses, costs and liabilities related to the period on and subsequent to the Closing Date.

(d) ***Allocation of Purchase Price.*** Buyer shall prepare an allocation of the Purchase Price (and all other capitalized costs) among the Station Assets in accordance with Internal Revenue Code Section 1060 and Treasury regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate). Buyer shall deliver such allocation to Seller in writing within thirty (30) days after the Closing, for Seller's review and comment. The parties shall use commercially reasonable efforts to resolve any issues raised by Seller's comments (if any), and if Buyer and Seller are unable to reach agreement on an allocation within ninety (90) days after the Closing, Seller and Buyer (and, as necessary, their Affiliates) shall each be free to allocate the Purchase Price (and all other capitalized costs) in their own discretion; *provided*, that if Seller does not provide comments to Buyer, in writing, within thirty (30) days after Buyer's delivery of its allocation hereunder, then such allocation shall be deemed final.

(e) ***Prorations.*** The parties agree to prorate all expenses arising out of ordinary course of operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. Las Vegas, Nevada, time on the day immediately preceding the Closing. The items to be prorated shall include power and utilities charges, FCC regulatory fees for the most recent assessable year (based on the most recent information available from the FCC about the cost of

such regulatory fees for the Station), real and personal property Taxes upon the basis of the most recent Tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 Organization and Authority. Seller is a corporation organized under the laws of the State of Delaware and Holdings is a limited liability company organized under the laws of the State of California, and in each case subject to the provisions and approvals set forth herein, has all requisite organizational power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller and to carry out the transactions contemplated hereby and thereby. Seller is the sole member of Holdings and holds all issued and outstanding equity interests in Holdings.

3.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller have been and will be duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly signed and delivered by Seller and constitutes the legal, valid and binding obligations of Seller, enforceable in accordance with its terms, and by judicial discretion in the enforcement of equitable remedies.

3.3 Real Property. Seller holds no fee simple ownership interests in any real property used in the operation of the Station. Seller holds valid leasehold (or license) interests for the studios and offices and transmitter sites for the Station. *Disclosure Schedule 3.3* sets forth a true and complete list of all real property subject to any real property leases or licenses to which Seller or Holdings is a party and that relates to, or is used exclusively in connection with the Station (collectively, the “*Real Property Interests*”). *Disclosure Schedule 3.3* sets forth (a) with respect to the Dolan Springs License, (i) the commencement date, (ii) the current termination date, (iii) the payment schedule, (iv) any escalation anniversary, and (v) a reasonable description of any room layout of the transmitter building, and (b) with respect to the Real Property Interests located at the Station’s studio location and transmitter site located on Arden Peak, (i) the termination date, (ii) a space plan for the studios/offices and Arden Peak transmitter sites, and (iii) in respect to the Arden Peak transmitter site, the transmission line size and type. The real property constituting the Real Property Interests as set forth on *Disclosure Schedule 3.3* are all of Seller’s interests in real property used in connection with the operation of the Station in the manner in which it is currently being operated. To the Best Knowledge of Seller, there is no pending condemnation or similar proceeding affecting the real property which constitutes the Real Property Interests. Each of Seller and Holdings, as applicable, is permitted to maintain and operate the Station Assets (including, for clarity, the Personal Property) in a manner consistent with the ordinary course of business within the broadcast television industry for broadcast television stations similar in operation to the Station. No fees, costs or expenses, other than as expressed in the real estate leases or licenses for the Real Property Interests, as provided to Buyer, are charged by any lessor or licensor of any of the Real Property Interests in connection

with such maintenance and operation. Each of the parcels of real property constituting the Real Property Interests is listed on *Disclosure Schedule 3.3* and is leased or licensed to Seller or Holdings under terms that are legal, valid, binding, enforceable and, as of the Closing will be, in full force and effect (subject to expiration or termination in accordance with their terms). Each of Holdings and Seller, as applicable shall, and subject to obtaining applicable lessor or licensor consents, has the full legal power and authority to, assign, sublease or license certain of its rights under the property subject to the Real Property Interests to Buyer or ION Station Leases, as applicable, in accordance with this Agreement and the Licenses and Services Agreement, and such assignment, sublease or license will not affect the validity, enforceability or continuity of any property subject to the Real Property Interests. The leased or licensed premises under each parcel constituting the Real Property Interests is, to Seller's Best Knowledge, in material compliance with all applicable zoning codes or other Applicable Law. All permanent certificates of occupancy and other consents and approvals required to be obtained for use of such leased premises by Holdings or Seller, as applicable, (in its capacity as a lessee) from any governmental authority, association or board with jurisdiction over such leased premises have been issued and are in full force and effect (and included in the Station Assets).

3.4 *Contracts.*

(a) Each Station Contract and each underlying lease or license to the parcels constituting the Real Property Interests (individually and collectively, a "*Covered Agreement*") is legal, valid, binding, enforceable and as of Closing will be in full force and effect (subject to expiration or termination in accordance with its terms). Seller shall assign its rights under the Station Contracts to Buyer in accordance with this Agreement and such assignment will not affect the validity, enforceability or continuity of any such Station Contract. Seller has delivered or made available to Buyer (i) a true and correct copy of the Dolan Springs License and (ii) true and correct copies of all relevant portions of those certain other Contracts for Real Estate Interests listed on *Disclosure Schedule 3.3* (which relevant portions include such material terms and conditions relating to the term of underlying lease or license and such terms and conditions as may be applicable to the use of the Real Estate Interests by Buyer and ION Station Leases, as applicable, pursuant to the terms of the Licenses and Services Agreement), and (iii) true and correct copies of all other Contracts (including all other Station Contracts), including all amendments thereto, and the foregoing (including clauses (i) through (iii) of this *Section 3.4*) constitute all the material terms relevant to this Agreement the Licenses and Services Agreement (as hereinafter provided), and the Station Assets. Seller has fully and timely performed all of its obligations pursuant to each of the Covered Agreements and is not in material default or breach of any such Covered Agreement. Except as set forth on *Disclosure Schedule 3.4(i)*, Seller has not received notice from any party to Covered Agreement that such party contends that Seller is in default or breach under any Covered Agreement. Each Covered Agreements is in full force and effect and, to Best Knowledge of Seller, there has not been (except as set forth on *Disclosure Schedule 3.4(ii)*), and is not, any default or breach under Covered Agreement by the other party to any Covered Agreement. Except as set forth in *Disclosure Schedule 3.4(iii)*, there have been no modifications, extensions, or amendments of any of the Covered Agreements, whether oral or written, except as may be contemplated by this Agreement. Seller has not been notified by any other party to any Covered Agreement that such party has a present intent to terminate or not to renew any Covered Agreement. Except as set forth in *Disclosure Schedule 3.13* hereto, none of

the Covered Agreements included in the Station Assets has as the other party an entity controlled by Seller or any of Seller's owners.

(b) *Schedule 1.1(a)* contains a list of (i) the Station's call letters and over-the-air channel numbers, (ii) the Station's power/type, (iii) the legal name of the entity issued the Station's FCC license(s), (iv) the expiration date of all FCC licenses applicable to the Station, and (v) all multichannel video programming distributors, including cable systems, telephone companies, IPTV and OTT providers and DBS systems (together "*MVPDs*") that retransmit the programming the Station (and indicates (A) the Station's channel number on each such MVPD system, (B) whether the MVPD carries the Station's signal pursuant to a must-carry election, retransmission agreement, or other arrangement, and (C) all MVPD Agreements including the term thereof).

(c) The Station has validly and timely made a must-carry election for the Station for, and with respect to, all MVPDs in the Station's Designated Market Area (the "*Market*") for the 2018-2020 election cycle.

(d) Except as set forth on *Disclosure Schedule 3.4(d)*, (i) no MVPD in the Market has provided written notice to Seller of any material signal quality issue or has failed to respond to a request for carriage or sought any form of relief from carriage of the Station from the FCC, (ii) Seller has not received any written notice from any MVPD in the Market of such MVPD's intention to delete the Station from carriage or to change the Station's channel position and (iii) no MVPD in the Market has provided written notice of Seller of its intention to change the channel positions for the Station, except in accordance with a general channel remapping scheme affecting all other commercial broadcast stations in the Market in a nondiscriminatory manner.

3.5 *Personal Property.* The Personal Property listed on *Schedule 1.1(e)* lists all material items of equipment, computers, tools, vehicles, fixtures, furniture, office equipment, inventory, spare parts, products, customer lists relating solely to the Station, maps, computer discs and tapes, plans, diagrams, blueprints and schematics, racks, and telephone equipment and other tangible personal property, in each case that is used or useful in the business or operations of the Station. Seller owns and has good title or valid leasehold interest in the Personal Property listed thereon and none of the Personal Property is subject to any conditional sale or other title retention agreement or any Liens. Except as set forth on *Disclosure Schedule 3.5*, all material items of Personal Property are in good operating condition (ordinary wear and tear excepted).

3.6 *FCC and Governmental Matters.*

(a) Holdings is the FCC-approved holder of the Licenses listed on *Schedules 1.1(a)* and *1.1(b)*. The Licenses constitute all of the licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station. The Licenses are currently, and at the Closing will be, in full force and effect, and, at the Closing, will not have been revoked, suspended, canceled, rescinded or terminated. Except for the Licenses, none of Seller, Holdings or any Affiliate thereof (collectively, "*Seller Party*") has any other authorizations, construction permits or licenses issued by the FCC that authorize operation of the Station. Except as set forth on *Disclosure Schedule 3.6(a)*, (i) there are not any pending actions before the FCC to revoke,

suspend, cancel or rescind the Licenses (other than proceedings to amend FCC Rules of general applicability), (ii) there are not now issued, pending or outstanding, by or before the FCC, any orders to show cause, notices of violation, notices of apparent liability, or notices of forfeiture, and (iii) no Seller Party has received any written communication from the FCC indicating that Seller is not in compliance in all material respects with all applicable requirements of the FCC.

(b) Except as set forth on *Disclosure Schedule 3.6(b)*, all required reports and notifications have been submitted to the FCC and all regulatory fees required to be paid to the FCC by a Seller Party have been paid.

(c) The Station was not a successful participant in the broadcast reverse incentive auction conducted by the FCC pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 11296, § 6403, 126 Stat. 156, 225-230 (2012)).

(d) All material reports and filings required to be filed with the FCC by any Seller Party with respect to the operation of the Station have been filed, and all such reports and filings are accurate and complete in all material respects. The online public inspection file for the Station contains such filings necessary to comply with the Communications Act and all FCC Rules in all material respects.

(e) The operations of the Station do not exceed permissible levels of exposure to electromagnetic radiofrequency radiation specified in the applicable FCC Rules. Except as set forth on *Disclosure Schedule 3.6(e)*, the Station was not silent or operating on less than the required minimum schedule for a period of time of more than thirty (30) days during the current license term. The Station is operating at the effective radiated power authorized under the Licenses within the tolerance permitted by FCC Rules. To Seller's Best Knowledge, the Station does not cause nor receives any material interference that is in violation in any material respect of the Communications Act, the FCC Rules or any other Applicable Law.

(f) The Station is not subject to Repack. No Seller Party is a party to any Cooperative Agreement or Channel Sharing Agreement in respect of the Station.

(g) Holdings holds no assets of any kind in respect of the Station other than the Licenses and the Dolan Springs License.

3.7 Absence of Litigation. Except as otherwise set forth on *Disclosure Schedule 3.7* hereto, there is no suit, action, proceeding or investigation now pending or, to the Best Knowledge of Seller, threatened, before any federal, state or local court, grand jury, administrative or regulatory body, arbitration or mediation panel or similar body, against Seller or Holdings or in any way involving or relating to any Station Asset, which could reasonably be expected to result in any judgment, order, decree, liability, award or other determination ("Order"), or in any way involving or relating to a dispute by or among the shareholders of Seller, which could reasonably be expected to result in any Order, which, in the latter case, will have or could reasonably be expected to have, a Material Adverse Effect. There is no Order enjoining Seller or Holdings from selling and transferring the Licenses or any of the Station Assets to Buyer pursuant to the terms of this Agreement. As used in this Agreement, "*Material Adverse Effect*" shall mean any event or change that (a) has a material adverse effect on the

Station Assets, taken as a whole or (b) prevents Seller from performing its obligations under this Agreement or the consummation of the transactions contemplated hereby; *provided, however*, that a Material Adverse Effect shall not include (i) any event, change, circumstance, occurrence, effect or state of facts generally affecting the broadcast television industry, (ii) any event, change or condition generally affecting the economy or the financial or securities markets, or political or regulatory conditions, in the United States or any other jurisdiction in which Seller has business operations, and (iii) any failure by Seller to meet internal projections, forecasts or revenue or earnings predictions, in and of itself.

3.8 Brokers and Financial Advisors. Except as set forth on *Disclosure Schedule 3.8*, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller or any of its Affiliates in connection with the transactions contemplated by this Agreement.

3.9 Taxes and Tax Returns. To Seller's Best Knowledge, all Tax Returns have been timely filed with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed and all Taxes shown on such Tax Returns have been properly accrued or timely paid in full to the extent such Taxes have become due. There are no Encumbrances on any of the Station Assets in connection with any failure (or alleged failure) to pay any Tax related to the Station.

3.11 Compliance with Laws. Except as set forth on *Disclosure Schedule 3.11*, each of Seller and Holdings is in material compliance with the Licenses and all Applicable Law with respect to the Station.

3.12 No Restrictions. To the Best Knowledge of Seller, except as set forth on *Disclosure Schedule 3.12*, there are no contracts, agreements, arrangement or other documents to which either Seller or Holdings is a party that prohibit or restrict (a) the Station's ability to compete in any business anywhere in any geographic area, (b) the customers with which the Station may do business, or (c) the prices the Station may charge.

3.13 Title. Except (a) as set forth on *Disclosure Schedule 3.13*, and (b) those certain blanket liens covering all of the assets of Seller whether used or useful in the Station as set forth therein (collectively, the "*Group-Wide Liens*"), no Liens exist or have been filed or recorded against any of the Station Assets in the public records of the Secretary of State of Seller's state of incorporation, Holdings' state of formation or in any other jurisdiction in which the Station Assets are located. Any Lien listed on *Disclosure Schedule 3.13* and all Group-Wide Liens to the extent covering any Station Assets will be fully discharged on or prior to the Closing Date. The instruments to be executed by Seller and Holdings and delivered to Buyer at the Closing, conveying the Station Assets to Buyer, will transfer good and marketable title to the Station Assets, free and clear of all Liens other than Permitted Liens. The Station Assets include all assets that are owned, leased or licensed by Seller and Holdings and used or held for use solely in the operation of the Station, in all material respects as currently operated, except for the Excluded Assets.

3.14 Approvals and Consents. Except as set forth on *Disclosure Schedule 3.14*, the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby will not require any consent, permit, license or approval of any

person, entity or government or regulatory authority other than the FCC Consent. Any consents required for the sublease or license of the rights and obligations of any Real Property Interest or the Station Contracts (collectively, the “*Required Consents*”) are set forth on *Disclosure Schedule 3.14*.

3.15 *No Defaults.* The execution, deliver, and performance of this Agreement by Seller will not (a) constitute a violation of, or conflict with, any organizational document of Seller, (b) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, contract, agreement, lease or other instrument or obligation relating to the business of the Station or to which Seller or any of the Station Assets may be subject, (c) violate any statute, regulation, order, injunction or decree of any federal, state or local government authority or agency which is applicable to Seller or any of the Station Assets, or (d) result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Station Assets.

3.16 *Sufficiency of Assets.* The Station Assets together with the assets to be provided by the relevant Seller Party under the Assignment of Licenses and the Licenses and Services Agreement: (a) constitute all the assets and properties, whether tangible or intangible, whether personal, real or mixed, wherever located, that are used or held for use by Seller or any of its affiliates in the current operation of the Station and (b) constitute all of the assets sufficient to operate the Station immediately following the Closing in substantially the same manner as currently operated.

3.17 *Environmental Matters.* (a) Seller has not, in connection with its business or assets of the Station, generated, used, transported, treated, stored, released or disposed of, or to the Best Knowledge of Seller, has suffered or knowingly permitted anyone else to generate, use transport, treat, store, release or dispose of any Hazardous Substance in violation of any Applicable Environmental Law; (b) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of business of the Station which has created or might reasonably be expected to create any material liability under any Applicable Environmental Law or which would require reporting to or notification of any governmental entity; (c) to the Best Knowledge of Seller, no asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any facility used in connection with its business; and (d) any Hazardous Substance handled or dealt with in any way in connection with business of the Station has been and is being handled or dealt with in all material respects in compliance with all Applicable Environmental Law. To the Best Knowledge of Seller, Seller and the Station are in compliance in all material respects with all environmental, health and safety laws applicable to the Real Property Interests included in the Station Assets. There is no action, suit or proceeding pending or, to the Best Knowledge of Seller, threatened against, Seller or the Station that asserts that Seller or the Station has violated any environmental, health or safety laws applicable to such real property. “Hazardous Substance” means any substance that is defined or listed in, or otherwise classified pursuant to, any Applicable Law as a “hazardous substance,” “hazardous material,” “hazardous waste” or “toxic substance,” or any other formulation of any Applicable Environmental Law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, radioactivity, carcinogenicity, reproductive toxicity and petroleum and

drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 *Organization and Standing.* Buyer is a corporation organized under the laws of the State of Florida, and has all requisite corporate power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

4.2 *Authorization and Binding Obligation.* The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary actions on the part of Buyer. This Agreement has been duly signed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer, enforceable against it in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

4.3 *Brokers and Financial Advisors.* No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement.

4.4 *Bankruptcy.* No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Buyer and Buyer has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

ARTICLE V. COVENANTS

5.1 *Covenants of Seller.*

(a) ***Interim Operations.*** From the date hereof until the earlier to occur of the Closing Date and the termination of this Agreement in accordance with *Article IX* (the "*Interim Period*"), except as disclosed in writing to and approved in writing by Buyer, Seller shall, and shall cause Holdings, as applicable, to, operate the Station solely in the ordinary course of business and in accordance with past practice (including incurring only ordinary and necessary business expenses consistent with past practices for the Station), and shall pay and perform all of the obligations with respect to the Station (including those required under the Covered Agreements) in the ordinary course as such obligations become due. During the Interim Period, except as contemplated by this Agreement or with the prior written consent of Buyer, Seller, or Holdings acting at the direction of Seller, hereby covenants and agrees:

- (i) to not sell, transfer or further encumber any of the Station Assets;

(ii) to maintain the existing insurance policies on the Station Assets or other policies providing substantially similar coverages until the Closing;

(iii) to maintain and preserve its licenses and franchises and goodwill associated therewith;

(iv) to not amend any Covered Agreements;

(v) to not take or omit to take any action which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect; and

(vi) to maintain the Station Assets in good working order consistent with standards of good engineering practice, customary practices of Seller and in accordance with the rules and other requirements of the FCC. Seller will replace any of such property that is used or useful in digital operation of the Station which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

(b) ***Notification of Certain Matters.*** During the Interim Period, in connection with any notice that Seller or Holdings receives from the FCC or any other person with respect to any interference the Station may create, Seller shall: (i) promptly forward such notice to Buyer, (ii) consult in good faith with Buyer regarding options for Seller, or Holdings acting at the direction of Seller, to pursue in connection with resolution of such interference, and (iii) otherwise take all actions necessary to preserve all rights for the continued use of the FCC Authorizations for the Station. During the Interim Period, Seller shall promptly notify Buyer in writing of the commencement of any material claim, suit, action, arbitration, legal, administrative or other proceeding, governmental investigation or tax audit against Seller or Holdings that could reasonably be expected to result in a Material Adverse Effect. Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this *Section 5.1* will not have any impact on Buyer's conditions to Closing or serve to limit Buyer's right to indemnification hereunder.

(c) ***Preservation of Assets and Business.*** During the Interim Period, Seller and Holdings (acting at the direction of Seller) shall:

(i) continue to operate and maintain the Station in accordance with the terms of the Licenses and in compliance with all applicable laws and FCC regulations and published policies;

(ii) deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses to the FCC, or any material communications from the FCC, or if from any other person directed to the FCC, promptly after receipt by Seller or Holdings, related to the Station that are filed or received by Seller during the Interim Period;

(iii) not apply to the FCC for any construction permit, authorization or any modification to the Station Licenses that would restrict in any material respect any Station's operations or make any material changes in the assets of the Stations that is not in the ordinary course of business, including the filing of any application with the FCC requesting authority to modify the Station's facilities;

(iv) take all actions necessary to (A) keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect and (B) to preserve all rights for the continued use of all the FCC Authorizations for the Station; and

(v) promptly take all necessary or desirable action to obtain a grant of any required renewal application for the Station, including negotiating and entering into a tolling agreement with the FCC if necessary.

(d) **FCC Application.** Upon Buyer's request and at Buyer's expense, Seller shall file, within a commercially reasonable time after its receipt of such request, an application or applications or, at Seller's election, Seller shall give written consent to Buyer filing an application or applications with the FCC for modification of the transmitting facilities of the Station (it being understood that favorable action upon any such application or applications shall not be a condition to Buyer's performance of its obligations under this Agreement). Seller shall not be required to construct any facilities approved in any such modification application or to cause or to permit the Station to operate using any modified facilities which Buyer may choose to construct at Buyer's cost and expense.

(e) **Access to Information.** During the Interim Period, Seller, or Holdings acting at the direction of Seller, shall give Buyer and its employees and other authorized representatives (collectively, the "*Buyer Authorized Parties*"), during normal business hours and with reasonable written prior notice, reasonable access to the Station Assets and to all other books, records and documents of Seller and Holdings relating solely to the Station for the purpose of audit and inspection, and to furnish or cause to be furnished to any Buyer Authorized Party, upon reasonable notice, all information with respect to the Station's business that Buyer may reasonably request; *provided, however*, that no such investigation or examination shall be permitted to the extent that it would require Seller or Holdings to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which Seller or Holdings is bound.

(f) **Employee Matters.** Seller acknowledges and agrees that Buyer shall have no obligation to offer employment to any employee of Seller or the Station or any post-closing liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

5.2. *Joint Covenants.*

(a) ***FCC Application.*** Buyer and Seller, by and through Holdings, shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken in connection with obtaining the FCC Consent, including (i) the filing of an application on FCC Form 314 (or such successor form thereto) (the “*FCC Application*”) with the FCC for all necessary consent of the FCC to the assignment of the Licenses from Holdings to Buyer, as proposed in this Agreement, and (ii) the defense against any petition to deny or informal objection filed against the FCC Application, provided, however, that neither party shall be required to participate in a trial-type hearing or judicial appeal in pursuit of a grant of the FCC Application. Each party shall prepare its portion of the FCC Application, which shall be filed with the FCC within five (5) Business Days after the execution of this Agreement. Buyer and Seller shall share equally all FCC application processing fees associated with the FCC Application. Each party shall pay its own attorneys’ fees incurred in filing and prosecuting the FCC Application. The parties hereto acknowledge that the purchase and sale of the Station Assets as contemplated by this Agreement is subject to the receipt of the FCC Consent. Each party will promptly provide to the other party a copy of any pleading, order or other document served on or delivered to it relating to the FCC Application. Each of Buyer and Seller, acting by and through Holdings, shall use its commercially reasonable efforts to oppose any petitions to deny or other objections filed with respect to the FCC Application and any requests for reconsideration or review of the FCC Consent. Neither Seller, acting through Holdings, on the one hand, nor Buyer, on the other hand, shall agree to participate in any meeting with the FCC in respect of any filing, consent, approval, investigation or other inquiry relating to this Agreement or the transactions contemplated hereby unless it consults with the other party in advance and, to the extent permitted by the FCC, gives the other party the opportunity to attend and participate in such meeting.

(b) ***Other Consents.*** Seller shall use its best efforts, and Buyer shall cooperate with Seller, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement. In the event any Station Contract may not be assigned without the consent of any third party, and such consent has not been obtained as of the Closing, then such Station Contract will not be deemed assigned to Buyer until such third party consent is obtained. If consent is subsequently obtained or deemed obtained (by virtue of the passage of time) after the Closing, such Station Contract shall be deemed assigned by Seller and assumed by Buyer pursuant to this Agreement as of the date of such consent without further action or writing by the Parties. Prior to obtaining any required consent, to the extent permitted by law, Seller agrees to equitably assign its rights in such Station Contract to Buyer until such consent is obtained. In doing so, Buyer shall receive all benefits of such Station Contract and be obligated to pay any monies owed thereunder, and perform and comply with the terms of such Station Contract on Seller’s behalf. If any such consent is not obtained prior to the Closing Date, Seller shall use commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date.

(c) ***Further Assurances.*** Each of Seller, and Holdings acting at the direction of Seller, and Buyer shall use its commercially reasonable efforts to: (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to

consummate the transactions contemplated by this Agreement. At and after the Closing, Buyer and Seller, or Holdings acting at the direction of Seller, will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things that the other party may reasonably request in order to effect or confirm the transactions contemplated by this Agreement.

(d) ***Confidentiality.***

(i) None of the parties hereto will use or disclose to any other Person (except as may be necessary for the consummation of the transactions contemplated hereby, or as required by Applicable Law, and then only with prior notice to the other party hereto) this Agreement or any information received from the other party hereto or their agents in the course of investigating, negotiating and performing the transactions contemplated by this Agreement; *provided, however*, that each party hereto may disclose such information to such party's officers, directors, employees, lenders, advisors, attorneys, accountants and financial advisors who need to know such information in connection with the consummation of the transactions contemplated by this Agreement and who are informed by such party of the confidential nature of such information. Nothing shall be deemed to be confidential information that: (A) is already in such party's possession, provided that such information is not known by such party to be subject to another confidentiality agreement with or other obligation of secrecy to the other party hereto or another party, (B) becomes generally available to the public other than as a result of a disclosure by such party or such party's officers, directors, employees, lenders, advisors, attorneys or accountants, (C) becomes available to such party on a nonconfidential basis from a source other than another party or its advisors, provided that such source is not known by such party to be bound by a confidentiality agreement with, or other obligation of secrecy to, any other party hereto or another party, or (D) is developed independently by any party hereto without resort to the confidential information of the other party hereto. In the event this Agreement is terminated and the transactions contemplated hereby abandoned, each party hereto will return to the other party hereto all information, including, without limitation, all documents and other written confidential material, obtained by such party from the other party hereto in connection with the transactions contemplated by this Agreement.

(ii) No party hereto shall publish any press release or make any other public announcement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto, which shall not be withheld unreasonably; *provided, however*, that nothing contained in this Agreement shall prevent any party hereto from making any filings with governmental authorities, including, without limitation, in respect of filings or public announcements in accordance with federal securities laws and the Communications Act of 1934, as amended, and published FCC rules, regulations, and policies (collectively, the "*Communications Act*"), that, in the judgment of the disclosing party, may be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE VI. CONDITIONS TO CLOSING

6.1 *Conditions to Obligations of Buyer.*

(a) The obligations of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or waiver by Buyer), at or prior to the Closing, of Seller's obligation to deliver, or cause to be delivered, to Buyer, each of the items set forth in *Section 7.2*;

(b) All representations and warranties of Seller contained in this Agreement shall be true and accurate in all respects and Seller shall have performed and complied, and as applicable, caused Holdings to perform and comply, in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by such Seller Party prior to or on the Closing Date;

(c) There shall not have been a material adverse change to any of the Station Assets, Assumed Liabilities or the Station;

(e) Seller shall have delivered the Communications Site and Studio Licenses and Services Agreement ("*Licenses and Services Agreement*"), identical in form and substance to *Exhibit B* to this Agreement, reasonably acceptable to Buyer, executed by Seller;

(f) No law or Order shall have been enacted, entered, promulgated or enforced by any Governmental Authority that prohibits the consummation of all or any part of the transactions contemplated by this Agreement and the other agreements, certificates, and documents delivered in connection herewith, and no action or proceeding shall be pending or threatened by any Governmental Authority or other Person seeking any such Order or decree or seeking to recover any damages or obtain other relief as a result of the consummation of such transactions;

(g) Buyer shall have received, no later than three (3) business days prior to the Closing, evidence, acceptable to Buyer in its sole discretion, that all Liens (which, for clarity, includes the Group-Wide Liens), but other than Permitted Liens, have been properly terminated or released on or before the Closing, including either (i) a completed UCC-3 termination statement or an amendment to UCC-1 financing statement (to reflect that the Station Assets are not subject to such UCC-1 financing statement), in a proper form for filing, in respect of each such Lien or (ii) a payoff letter from the secured party thereunder, in form and substance acceptable to Buyer, certifying that upon receipt by or on behalf of Seller of the amount specified in such payoff letter, such Lien shall be released with no further action and that such secured party will, promptly upon receipt of the specified amount, deliver to Buyer a duly executed UCC-3 termination statement or an executed amendment to UCC-1 financing statement, as applicable, in proper form for filing, in respect of such Lien;

(h) Buyer shall have received and Seller shall have delivered, on behalf of Holdings, the Assignment of Licenses, duly executed by Holdings; and

(i) Seller and Holdings, as applicable, shall have filed all required documents and paid all necessary fees to the FCC.

6.2 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or waiver by Seller), at or prior to the Closing, of Buyer's obligation to deliver, or cause to be delivered, to Seller, each of the items set forth in *Section 7.3*.

6.3 Conditions to Obligations of Buyer and Seller. The respective obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer and Seller in whole or in part to the extent permitted by applicable law):

(a) The FCC Consent shall have been granted by initial grant and shall be effective, and such consent shall include no condition materially adverse to a party declining to close. For purposes of this Agreement: (i) the term "*FCC Consent*" means action by the FCC granting its consent to the application filed with the FCC in order to obtain the consent of the FCC to the assignment of the Licenses from Holdings to Buyer and the consummation of the transactions contemplated thereby and by this Agreement; and

(b) There shall not be in effect any Order by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby, and no proceeding shall be pending seeking such an Order.

6.4 Frustration of Closing Conditions. Neither Seller nor Buyer may rely on the failure of any condition set forth in this *Article VI* if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE VII. CLOSING

7.1 Time and Procedure. Subject to the satisfaction of the conditions set forth in *Article VI* (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Station Assets and the assumption of the Assumed Liabilities provided for in *Article I* (the "*Closing*") shall be by exchange of documents and funds on a date, set by Seller, that is no later than ten (10) Business Days following the satisfaction or waiver of the conditions set forth in *Article VI* (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "*Closing Date*."

7.2 Seller's Deliveries at Closing. At Closing, Seller shall deliver or cause to be delivered to Buyer the following documents and instruments and any other documents and instruments as Buyer may reasonably request to carry out the transaction contemplated by this Agreement ("*Transaction Documents*");

- (a) A general bill of sale conveying Station Assets from Seller to Buyer, duly executed by Seller ("*Bill of Sale*");
- (b) An assignment of FCC authorization assigning the Licenses from Holdings to Buyer, duly executed by Holdings ("*Assignment of Licenses*");
- (c) An assignment and assumption agreement, duly executed by Seller, and, if necessary, general assignments of all intellectual property rights (if any) included among the Station Assets ("*General Assignment and Assumption*");
- (d) Copies of the Licenses and Station Documents, including all other files, records and correspondence pertaining to the Licenses or the Station in Seller's (including by way of its ownership of Holdings) possession that are not Excluded Assets;
- (e) The Licenses and Services Agreement, duly executed by Seller;
- (f) The Real Property License Assignment and Assumption Agreement for the assignment of the Dolan Springs License, duly executed by Seller or Holdings, as applicable (the "*Real Property Assignment*");
- (g) A written consent of GTP Acquisition Partners II, LLC, a Delaware limited liability company and wholly-owned subsidiary of American Tower Corporation ("Licensor"), or any successor-in-interest, to the assignment of the Dolan Springs License to Ion Station Leases, pursuant to such standard terms and conditions utilized by Licensor;
- (h) An Assignment and Assumption Agreement for contracts assigning the Station Contracts from Seller to Buyer, in a form reasonably acceptable to Buyer, duly executed by Seller ("*Contract Assignment and Assumption*");
- (i) A written consent of Tower Management Inc. or any successor-in-interest, approving of the transactions contemplated by the Licenses and Services Agreement, in a form reasonably acceptable to Buyer;
- (j) A written consent of Hughes Airport Realty Owner, LLC. or any successor-in-interest, approving of the transactions contemplated by the Licenses and Services Agreement, in a form reasonably acceptable to Buyer;
- (k) A certificate, dated as of the Closing Date, executed by Seller, certifying that all representations and warranties of Seller contained in this Agreement shall be true and accurate in all respects and Seller has performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date
- (l) A non-foreign person affidavit, dated as of the Closing Date, from Seller in the form required by Section 1445(b)(2) of the Code, and duly executed by Seller; and
- (m) Such other documents, instruments and certificates as Buyer may reasonably request.

7.3 Buyer's Deliveries at Closing. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (a) The Purchase Price as provided in *Article II* by wire transfer or immediately available funds;
- (b) The General Assignment and Assumption, duly executed by Buyer;
- (c) The Licenses and Services Agreement, duly executed by ION Station Leases;
- (d) The Contract Assignment and Assumption Agreement, duly executed by Buyer;
- (e) The Real Property Assignment, duly executed by Buyer;
- (f) A certificate, dated as of the Closing Date, executed by Buyer, certifying that all representations and warranties of Buyer contained in this Agreement shall be true and accurate in all respects and Buyer has performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and
- (g) Such other documents, instruments and certificates as Seller may reasonably request.

ARTICLE VIII. SURVIVAL; INDEMNIFICATION

8.1 Survival. The representations, warranties and covenants in this Agreement and any agreements required to be performed prior to Closing shall survive Closing for a period of fifteen (15) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such period an indemnified party gives an indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim, together with all related indemnification obligations of the applicable party hereto pursuant to this *Article VIII*, shall survive the earlier resolution of such or claim or expiration of the applicable statute of limitations.

8.2 Indemnification by Seller. After the Closing, Seller agrees to indemnify, defend and hold Buyer, harmless against and with respect to, and shall reimburse Buyer for, any and all Losses which Buyer may suffer or incur as a result of or in connection with: (a) any breach or inaccuracy of any representation or warranty of Seller made in this Agreement or any certificate, document or instrument prepared by Seller and delivered to Buyer pursuant to the terms and subject to the conditions hereof; (b) any failure by Seller to carry out, perform or otherwise fulfill or comply with any covenant, agreement, undertaking or obligation of Seller under this Agreement; (c) the Excluded Liabilities; and (d) any suit, action or other proceeding brought by any Governmental Authority or any other Person arising out of, or related to, any of the matters referred to in the foregoing clauses.

8.3 Indemnification by Buyer. After the Closing, Buyer agrees to indemnify, defend and hold Seller harmless against and with respect to, and shall reimburse Seller for, any and all Losses which Seller may suffer or incur as a result of or in connection with: (a) any breach or inaccuracy of any representation or warranty of Buyer made in this Agreement or any certificate, document or instrument prepared by Buyer and delivered to Seller pursuant to the terms and subject to the conditions hereof; (b) any failure by Buyer to carry out, perform or otherwise fulfill or comply with any covenant, agreement, undertaking or obligation of Buyer under this Agreement; (c) the Assumed Liabilities; and (d) any suit, action or other proceeding brought by any Governmental Authority or any other Person arising out of, or related to, any of the matters referred to in the foregoing clauses.

8.4 Procedures with Respect to Third Party Claims.

(a) A party seeking indemnification under this *Article VIII* (each, an “*indemnified party*”) shall give prompt written notice to the party from whom indemnification is sought (each, an “*indemnifying party*”) of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a “*Claim*”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced and provided that, where applicable, such notice is given within the time period described in *Section 8.1*. All Claims hereunder shall be brought by Buyer or Seller, as applicable, whether brought directly by such party for its own benefit, or on behalf of, and for the benefit of, another indemnified party.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it; provided that the indemnifying party shall not, without the indemnified party’s written consent (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Claim or consent to entry of any judgment which settlement, compromise or judgment does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim. In the event that the indemnifying party does not undertake such defense or opposition, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party’s cost, except that the indemnified party shall not, without the indemnifying party’s prior written consent (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Claim or consent to entry of any judgment relating to such Claim.

(c) Anything herein to the contrary notwithstanding, in the event that the indemnifying party undertakes the 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 participate in the defense, opposition, compromise or settlement of, and 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.

8.5 No Special Damages, Mitigation. No indemnifying party shall be liable to any indemnified party for special, indirect, consequential, punitive or exemplary damages, or lost

profits, diminution in value or any damages based on any type of multiple of earnings, cash flow or similar measure or for any Losses resulting from the actions of the indemnified party. Each party agrees to exercise its commercially reasonable efforts to mitigate any Losses in respect of any pending or threatened Claim.

8.6 Treatment of Indemnity Benefits. All payments made by Seller or Buyer, as the case may be, to or for the benefit of the other pursuant to any indemnification obligations under this Agreement shall be treated as adjustments to the Purchase Price for Tax purposes and such agreed treatment shall govern for purposes of this Agreement.

8.7 Exclusive Remedies. Buyer and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this *Article VIII* shall be the sole and exclusive remedies of Buyer and Seller for any breach of the representations or warranties or nonperformance of or default under any covenants or agreements of Buyer or Seller contained in this Agreement, or any other claims for damages or liabilities arising in connection with the transactions contemplated hereby, and neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings or similar measure of any indemnified party; *provided, however*, that nothing contained in this Agreement shall relieve or limit the liability of any party from any liability or Losses arising out of or resulting from such party's fraud in connection with the transactions contemplated in this Agreement. In furtherance of the foregoing, each of Buyer and Seller hereby waive, to the fullest extent permitted under applicable law, except in the case of fraud, any and all rights, claims and causes of action it may have against the other arising under or based upon any federal, state or local law, rule or regulation (including any such rights, claims or causes of action arising under or based upon common law, tort or otherwise) under this Agreement or otherwise relating to the subject matter of this Agreement (including any certificate delivered pursuant to *Section 7.2(h)* and *Section 7.3(f)*) or the transactions contemplated hereby.

8.8 Effect of Knowledge. The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement, waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any such covenant or agreements, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants and agreements.

ARTICLE IX. TERMINATION AND REMEDIES

9.1 Termination by Buyer. Buyer may terminate this Agreement, if not then in material default, if Seller defaults in any material respect in the observance or in the due and timely performance of any of its material covenants or agreements contained herein and such default has not been cured within thirty (30) days after written notice by Buyer; provided, however, that Buyer is not then in default or breach in any material respect of its obligations

under this Agreement.

9.2 Termination by Seller. Seller may terminate this Agreement, if not then in material default, if Buyer defaults in the observance or in the due and timely performance of any of its material covenants or agreements contained herein, and such default has not been cured within thirty (30) days after written notice by Seller; provided, however, that Seller is not then in default or breach in any material respect of its obligations under this Agreement.

9.3 Termination by Either Party.

(a) This Agreement may be terminated at any time prior to the Closing by mutual written consent of Seller and Buyer.

(b) This Agreement may be terminated at any time prior to the Closing by either Seller or Buyer upon written notice to the other in the event that (i) FCC approval is denied or the FCC issues a Hearing Designation Order in respect of the FCC Application at any time, or (ii) the grant of the FCC Consent has not been received prior to the first (1st) anniversary of the date on which the FCC Application is filed (the “*Outside Date*”), or (iii) the Closing has not occurred prior to the Outside Date; *provided, however*, the right to terminate this Agreement under the foregoing clause (iii) shall not be available to any party if the failure of the Closing to occur by such date shall be due to the failure of such party to perform or observe the covenants or agreements of such party set forth in this Agreement.

9.4 Procedure and Effect of Termination.

(a) **Written Notice.** In the event of termination of this Agreement by any party or parties hereto pursuant to this *Article IX*, written notice thereof shall be given promptly to the other party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto, but subject to and without limiting any of the rights of the parties specified herein in the event a party hereto is in default or breach in any material respect of its obligations under this Agreement.

(b) **Effect.**

(i) Except for the obligations of Seller and Buyer set forth in *Sections 5.2(d)* and *9.4* and *Article X* (which Sections and Article shall survive termination of this Agreement), none of the parties hereto nor any of their respective partners, directors, officers, shareholders, employers, agents or Affiliates (each, a “*Related Party*”) shall have any liability or further obligation to the other party or any of their respective Related Parties pursuant to this Agreement with respect to which termination has occurred; and

(ii) All filings, applications and other submissions relating to the transactions contemplated hereby as to which termination has occurred shall, to the extent, practicable, be withdrawn by the parties from the agency or other Person to which made.

(c) **Specific Performance.** The parties recognize and agree that the Station Assets are unique and that if Seller breaches any of the covenants, promises and agreements contained in this Agreement, Buyer would be damaged irreparably and the award of monetary

damages alone would not be adequate to compensate Buyer for its injury. Accordingly, Buyer shall be entitled to injunctive relief with respect to any such breach, including, specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement.

ARTICLE X. MISCELLANEOUS

10.1 *Binding Effect; Assignment; No Third Party Beneficiaries.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Buyer (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void; *provided, however*, that Buyer may without Seller's consent assign this Agreement to any third party. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below.

10.2 *Governing Law; Jurisdiction.* This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to the choice of law provisions thereof. With respect to any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement, each of Buyer and Seller hereby irrevocably submits to the exclusive jurisdiction of the State of California and Federal Courts sitting in the State of California. Each of Buyer and Seller agrees to commence any such action, suit or proceeding either in the United States District Court for the Central District of California or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the state courts in and for the County of Los Angeles. Each of Buyer and Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the enforcement of any provisions of this Agreement in the above-referenced courts and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF SELLER AND BUYER HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY.

10.3 *Construction.* The parties acknowledge and agree that this Agreement has been fully negotiated between them and shall not be interpreted or construed against the drafting party.

10.4 *Notices.* All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified mail, return receipt requested, postage prepaid, overnight delivery service, or personal delivery, to the address specified below (or to such other address which a party shall specify to the other party in accordance herewith):

If to Seller: Entravision Communications Corporation
Suite 6000 West
2425 Olympic Boulevard
Santa Monica, California 90404
Attention: Chief Operating Officer

With a copy to
(which shall not constitute notice) Entravision Communications Corporation
Suite 6000 West
2425 Olympic Boulevard
Santa Monica, California 90404
Attention: General Counsel

With a copy to
(which shall not constitute notice) Thompson Hine LLP
1919 M Street, N.W., Suite 700
Washington, DC 20036
Attention: Barry A. Friedman

If to Buyer: ION Media Stations, Inc.
610 Clearwater Park Road
West Palm Beach, FL 33401
Attention: Legal Department
Facsimile: (646) 597-5903

With a copy to
(which shall not constitute notice) Perkins Coie LLP
700 Thirteenth Street, N.W.
Washington, DC 20005
Attention: Eric Dodson Greenberg
Facsimile: (202) 624-9595

Notice shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the return receipt.

10.6 Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement. Counterpart signatures to the Agreement delivered and received by facsimile or by e-mail in portable document format (PDF) shall be acceptable and binding to both parties.

10.7 Entire Agreement. This Agreement, the Schedules and Exhibits hereto, and all documents to be delivered by the parties pursuant hereto, collectively represent the entire

understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior memoranda, discussions and agreements between the parties hereto, and may not be modified, supplemented or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified, supplemented or amended.

10.8 *Captions and Interpretation.* The section captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of this Agreement. Capitalized terms used herein have the respective meanings ascribed thereto in this Agreement. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." A reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement. The wording of this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against any party. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States.

10.9 *Waiver.* Unless otherwise specifically agreed in writing to the contrary: (a) the failure of any party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (b) no waiver by any party of any default by another shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (c) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

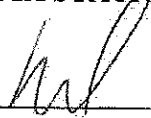
10.10 *Expenses.* Except as otherwise provided in this Agreement, each of Seller and Buyer shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

10.11 *Severability.* If any one (1) or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of a court, the unenforceable, invalid or illegal provision shall be deemed deleted, and the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and first year above written.

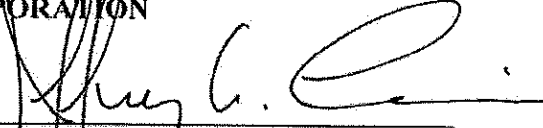
ION MEDIA STATIONS, INC.

By: 

Name: Dan Hsieh

Title: Chief Innovation Officer

**ENTRAVISION COMMUNICATIONS
CORPORATION**

By: 

Name: JEFFERY A. LIBERMAN

Title: PRESIDENT & COO

EXHIBIT A

DEFINED TERMS

Affiliate shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person.

Applicable Environmental Laws shall mean any and all laws, statutes, regulations and judicial interpretations thereof of the United States, of any state in which the Station Assets, or any portion thereof, or the Station are located, and of any other government or quasi-government authority having jurisdiction, that relate to the prevention, abatement and elimination of pollution and/or protection of the environment, including the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, together with all state statutes serving any similar or related purposes, as in effect on or prior to the date of this Agreement.

Applicable Law shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, ruling or decision of, agreement with, or by a Governmental Authority.

Best Knowledge shall mean with respect to any Person the actual knowledge of Person or the officers and directors of Person and the knowledge that Person would have after due and diligent inquiry into the relevant subject matter, which shall be deemed to include the knowledge that Person could obtain through discussions with the employees and representatives of Person with knowledge of or responsibility for the subject matter in question.

Business Day shall mean any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or is a day on which federal banking institutions located in or around either (i) New York, New York or (ii) Las Vegas, Nevada are authorized or required by law or other governmental action to close.

Channel Sharing Agreement means a channel sharing arrangement or other similar contractual arrangement that constitutes a channel sharing agreement within the meaning of 47 C.F.R. § 73.3700(a)(5).

Communications Act means collectively, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC promulgated thereunder.

Control shall mean having the power to direct the affairs of a Person by reason of either (i) owning or controlling the right to vote a sufficient number of shares of voting stock or other voting interest of such Person or (ii) having the right to direct the general management of the affairs of such Person by contract or otherwise.

Cooperative Agreement means any joint sales agreement, joint operating agreement, joint retransmission consent agreement, time brokerage agreement, limited management agreement, local marketing agreement, shared service agreement, interference agreement, news sharing agreement, option agreement, financing agreement, financing guarantee agreement or any agreement through which a company exercises *de jure* or *de facto* control over any television station not owned by such company.

Encumbrances shall mean, with respect to any asset, any and all cclaims, Liens and other interests, including, without limitation, rights of first refusal, equities, or similar third party rights of any kind or nature whatsoever in respect of such asset.

FCC Rules means the rules, regulations, orders and promulgated and published policy statements of the FCC.

Governmental Authority shall mean any government, any governmental entity, department, commission, board, agency or instrumentality and any court, tribunal or judicial or arbitral body.

Hazardous Substance shall mean petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, lead or lead-containing materials, polychlorinated biphenyls, and any other chemicals, materials, substances, or wastes which are defined as or included in the definitions of “hazardous substances,” “hazardous materials,” “hazardous wastes,” or words of similar import under Applicable Environmental Laws.

Holdings means Entravision Holdings, LLC, a California limited liability company and wholly-owned Subsidiary of Seller.

Ion Station Leases means ION Station Leases, LLC, a Delaware limited liability company and an affiliate of Buyer.

Losses shall mean any claims, demands, actions, causes of action, assessments, losses, investigations, proceedings, damages, penalties, fines, costs, payments, expenses and judgments, including, without limitation, interest and penalties and reasonable attorneys’ fees, disbursements and expenses whether federal, state or local.

Microwave Licenses shall mean those certain Licenses held by Holdings identified as follows: (i) BAS Authorization: TS, Call Sign: WQSB842, Expiration: 10/1/2022 and (ii) BAS Authorization: TS, Call Sign: WQSB838, Expiration: 10/1/2022.

Permitted Liens shall mean (i) liens for Taxes not yet due and payable; (ii) liens for property Taxes not delinquent; and (iii) any Liens disclosed on *Schedule 1.3*.

Person shall mean an individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership or other entity or organization.

Repack means the reassignment of broadcast television stations to new channels conducted pursuant to that certain public notice titled “Incentive Auction Closing and Channel Reassignment” (DA 17-314), released by the FCC on April 13, 2017.

Subsidiary shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, is Controlled by such Person.

Tax shall mean any federal, state, local or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, capital, transfer, employment, withholding or other tax or governmental assessment, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

Tax Return shall mean any tax return, declaration of estimated tax, tax report or other tax statement or any other similar filing required to be submitted by Seller relating to the Station to any governmental authority with respect to any Tax.