

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of June 22, 2011 (the “**Effective Date**”), by and between Hispanic Bakersfield, LLC, a Delaware limited liability company (“**Seller**” or “**HB**”), and JACO Communications LLC, a California limited liability company (“**Buyer**” or “**JACO**”). Valley Public Television, Inc., a California not-for-profit public benefit corporation, a creditor third party beneficiary to this agreement, shall be defined herein as “**VPT**.” Buyer, Seller and VPT, collectively, are the “**Parties**.”

WITNESSETH:

WHEREAS, Seller owns and operates, and is the licensee of, Class A television broadcast station KBBV-CA (FCC Facility ID 69735), Channel 19, Bakersfield, California (the “**Station**”) and owns certain other assets that relate to the Station;

WHEREAS, VPT holds a judgment lien against Hispanic Bakersfield, LLC pursuant to that certain action entitled “Valley Public Television, Inc. v. Hispanic Bakersfield, LLC. et. al.” Tulare County Superior Court Case No. 04-210456 (the “**Action**”), on September 4, 2007, an amended judgment was entered in this action in favor of VPT, and against HB (“**Judgment**”). A Notice of Judgment Lien was filed with the California Secretary of State on November 1, 2007. Interest and attorneys fees and costs relating to the enforcement of the Judgment have accrued. It is the intent of VPT and HB for all debts, fees, expenses, interest and all other amounts arising from the Action and the Judgment to be forever waived, release and discharged, pursuant to this Agreement, at Closing and a full and final satisfaction of the Judgment executed at Closing in the form approved by the California Judicial Council (Form EJ-100), and a full and final release of the claim filed in the Harry J. Pappas Chapter 11 Bankruptcy case no. 08-10949 (PJW), in a form reasonably satisfactory to Pappas for use in the U.S. Bankruptcy Court, District of Delaware.

WHEREAS, Buyer and Seller are parties to that certain local marketing agreement, showing an effective date as of January 1, 2011 (the “**LMA**”), pursuant to which Buyer provides certain programming and related services to and on behalf of the Station;

WHEREAS, Seller and Buyer desire to enter into this Agreement, pursuant to which Seller will sell to Buyer, and Buyer will purchase from Seller, the assets and FCC license contemplated by this Agreement, pursuant to the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I—DEFINITIONS; INTERPRETATION

Section 1.1. Definitions; Interpretation. Capitalized terms used herein have the respective meanings ascribed thereto in Part I of *Exhibit 1.1* and elsewhere in this Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of *Exhibit 1.1*.

ARTICLE II—PURCHASE AND SALE

Section 2.1. Purchase and Sale of Assets; Purchase Price.

(a) Pursuant to the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, convey, transfer and assign to Buyer, free and clear of all Liens (other than Permitted Liens), and Buyer shall purchase from Seller, the Purchased Assets.

(b) In consideration of the sale of the Purchased Assets and Seller's other covenants and obligations hereunder, at the Closing Buyer agrees, pursuant to the terms and subject to the conditions hereof, to (a) pay a total amount equal to One Hundred Fifty Thousand Dollars (\$150,000) (the "**Purchase Price**") as further defined below in this section, and (b) assume and undertake to pay, discharge and perform all liabilities, obligations and commitments of Seller, as the holder of the Permits and the FCC Licenses, including all obligations to make all required FCC filings with respect thereto, and as the owner of the Purchased Assets (including all leases, agreements and contracts included in such Purchased Assets) to the extent such liabilities, obligations and commitments arise out of events occurring on or after the Closing Date (the "**Assumed Obligations**"). For avoidance of doubt, on the date of Closing, the Judgment held against Hispanic Bakersfield, LLC by Valley Public Television shall be fully, finally forever released and waived; furthermore, JACO Communications does not in any way take on, assume or otherwise become answerable for any debts, obligations, judgments or the like to Valley Public Television except for that which is explicitly set forth herein in this Section 2.1; provided; further, VPT (on the Closing) shall automatically, fully, finally and forever release, waive and discharge HB for all debts, fees, expenses, interest and all other amounts arising from the Action and the Judgment. At the Closing, VPT shall provide to HB a properly signed full and final satisfaction of the Judgment in the form approved by the California Judicial Council (Form EJ-100), and a full and final release of the claim filed in the Harry J. Pappas Chapter 11 Bankruptcy case no. 08-10949 (PJW), in a form reasonably satisfactory to Pappas for use in the U.S. Bankruptcy Court, District of Delaware ("HB Consideration"). In exchange for the HB Consideration in order to fully, finally and forever settle the entire judgment owed by the Seller to Valley Public Television, Inc. so as to allow the Seller to receive the Full and Final Satisfaction of Judgment from VPT, the entire Purchase Price shall be paid directly by Buyer to VPT, as follows:

(i) Buyer shall wire directly to the account of VPT a total of Twenty-Five Thousand U.S. Dollars (\$25,000) ("First Purchase Payment") on the same day of the execution of this Agreement by the Parties. At the Closing this deposit amount will be credited against the Purchase Price. It is agreed by the Parties that the First Purchase Payment shall be nonrefundable to JACO except solely in the event that one of the

following applies: (i) FCC does not approve the sale to Buyer; (ii) the Bankruptcy Court does not approve the sale to Buyer (as provided under Section 5.7 herein); or (iii) if there is an Upset Bid (as provided under Section 5.7 herein). As provided herein, Buyer and Seller hereby agree to take all appropriate actions to seek and obtain FCC and Bankruptcy Court approval immediately upon the execution of this Agreement by the Parties.

(ii) On the day of Closing, the Buyer shall wire (or using such other method of funds transfer as may be agreed upon by Buyer, Seller and VPT) to the account of VPT a total of One Hundred Two Thousand U.S. Dollars (\$102,000) which shall be credited against the Purchase Price.

(iii) On the date of execution of this Agreement the Buyer shall deliver the Secured Note (as defined below) and related Security Agreement (as defined in the Secured Note) to VPT, to be held in trust by VPT until Closing. The Senior Secured Promissory Note will show a principal amount of Twenty-three Thousand U.S. Dollars (\$23,000) ("**Secured Note**"), where the Secured Note will accrue with an annual interest rate of the sum of (i) the Prime Rate plus (ii) 2.00% and where all principal and accrued interest shall be due, in full on the second anniversary of the date of execution of this Agreement. Interest on the Secured Note shall begin to accrue on the date of execution of the APA and not the date of Closing. The Prime Rate shall be the prevailing prime rate found in the Wall Street Journal newspaper on the first of each calendar month.

(c) Subject to, and except as otherwise provided in the LMA, Seller shall remain liable for, any liabilities, obligations or commitments of Seller arising from the business or operation of the Station prior to the Closing Date and any other liabilities, obligations or commitments other than the Assumed Obligations (any and all such liabilities, obligations and commitments, the "**Excluded Obligations**"). Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform any Excluded Obligations. The execution and delivery of this Agreement shall not modify or limit the rights and obligations of any party under or pursuant to the LMA that shall have accrued as of the time prior to the Closing Date.

Section 2.2. Purchased Assets; Excluded Assets.

(a) The term "**Purchased Assets**" means, except for the Excluded Assets, all of Seller's right, title and interest in and to those assets (tangible or intangible) used or useful in the operation of the Station, including the following:

(i) The FCC Licenses for the operation of the Station, including any renewals, extensions or modifications thereof and additions thereto as of the date hereof and as may be issued between the date hereof and the Closing;

(ii) The licenses, permits, construction permits, approvals, concessions, franchises, certificates, consents, qualifications, registrations, privileges and

other authorizations and other rights, from any governmental authority to Seller used in connection with the Station, including any renewals, extensions or modifications thereof and additions thereto as of the date hereof and as may be issued between the date hereof and the Closing, each as and to the extent transferable (collectively, the “**Permits**”);

(iii) Those items of tangible personal property listed on *Schedule 2.2(a)(iii)*;

(iv) Those items of intangible personal property listed on *Schedule 2.2(a)(iv)*;

(v) The goodwill of the business associated with the Station; and

(vi) The contracts, leases and other agreements listed on *Schedule 2.2(a)(v)* relating to the ownership and operation of the Station, but in all events exclusive of the LMA.

(b) Buyer shall not acquire from Seller pursuant to this Agreement any of the Excluded Assets. “**Excluded Assets**” means:

(i) All of Seller’s cash on hand or in bank accounts and any other cash equivalents;

(ii) All receivables of the Station (the “**Accounts Receivable**”), except for those Accounts Receivable to which Buyer is entitled pursuant to the terms of the LMA;

(iii) Those contracts, leases and other agreement relating to the ownership and operation of the Station listed on *Schedule 2.2(b)(iii)*;

(iv) The assets listed on *Schedule 2.2(b)(iv)*; and

(v) All rights of Seller under and with respect to the LMA having accrued as of the Closing Date.

Section 2.3. Closing. Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Valley Public Television in Fresno, California at 1:00 p.m local time within five (5) Business Days after the date on which all conditions set forth in Article VI shall have been satisfied or waived, or such other time and place as Buyer, Seller and VPT may agree to in writing (such date of the Closing hereinafter referred to as the “**Closing Date**”). Automatically and without notice required from either of the Parties to the other, the LMA between the Parties will automatically terminate on the date of the Closing.

Section 2.4. Release and Discharge. Except as to the obligations set forth in this Agreement or as otherwise specified herein, VPT and HB acknowledge and agree that the Closing of this Agreement is in full consideration for a release and discharge of, and each party on behalf of itself (and, in the case of HB, Harry J. Pappas, in his individual capacity and each

Pappas Entity), does hereby release and forever discharge any and all claims of any kind or nature which that party has or may have against the other as of the date hereof or which shall otherwise have accrued as of the date hereof, and hereby further covenant and agrees, for itself (and, in the case of HB, Pappas and each Pappas Entity), to not bring or prosecute, directly or indirectly, any action of any kind with respect to any claim released and discharged hereby.

The Parties understand that Section 1542 of the California Civil Code reads as follows.

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.”

The Parties hereby waive the provisions of Section 1542.

The Parties acknowledge that they have been advised by independent legal counsel, and understand the significance of the release contained in the paragraph above, and the specific waiver of Civil Code §1542, and the Parties expressly consent that the release shall be given full force and effect according to each of its expressed terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action.

The Parties agree that the releases described in this paragraph shall become effective upon the Closing.

Section 2.5. Purchase Price Allocation. Seller shall establish prior to the Closing Date an allocation of the Purchase Price in accordance with the respective values of the Purchased Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. The parties agree to allocate to any depreciable property an amount equal to its tax basis for federal income tax purposes as of Closing Date. Buyer and Seller agree to file their federal income tax returns and their other tax returns reflecting such allocation and to use such allocation for accounting and financial reporting purposes.

ARTICLE III—REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer and VPT, as of the date hereof and as of the Closing Date, as follows; *provided, however*, that Seller make no representation or warranty as to any action, event, occurrence or circumstance that was or shall be caused by Buyer or that arose, or shall arise from any act or omission by Buyer (including its officers, employees or agents) whether in connection with the LMA or otherwise, and Seller’s representations and warranties shall be deemed expressly qualified by, and to exclude any such action, event, occurrence or circumstance:

Section 3.1. Organization; Authority; Binding Agreement. Seller is duly organized under the laws of its state of formation and has all the requisite authority to own, lease, and operate its Assets and to conduct the business of the Station as now being conducted. Subject

to the provisions of Section 5.1 below, Seller has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary actions on the part of Seller. Subject to the provisions of Section 5.1 below, this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

Section 3.2. Absence of Conflicting Agreements. Subject to obtaining the consent described in Section 5.1 and consent of the FCC as contemplated in this Agreement, and subject to obtaining the consent of the parties to the Contracts where required under such Contracts, the execution, delivery and the performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality with jurisdiction over Seller; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

Section 3.3. Good Title. Seller has good and marketable title to the Purchased Assets free and clear of all Liens other than Permitted Liens and Liens that will be discharged at or prior to the Closing.. All items of Purchased Assets are in good operating condition as of the date of this Agreement. Buyer acknowledges that it shall be responsible for all costs to convert KBBV-CA to a digital transmitting facility on Channel 19, in accordance with Section 3.5 below.

Section 3.4. Local Marketing Agreement. Seller and Buyer have executed the LMA dated effective as of January 1, 2011, a true and correct copy of which is attached as Exhibit 3.4.

Section 3.5. Digital Conversion and Negative Pledge Agreement ("NPA"). As a condition to Closing, Buyer shall convert KBBV-CA, Channel 19 pursuant to the Broadcast station Construction Permit granted February 25, 2010, to Seller, a copy of which is attached to this Agreement as Exhibit 3.5A (the "Digital Conversion"). Buyer shall pay all costs of the equipment modification of the station transmitting equipment, and any other costs, to allow licensed operation pursuant to the FCC authorization therefor. In connection with the Digital Conversion, Seller and Buyer shall execute the NPA in the form attached hereto as Exhibit 3.5B, and Seller shall then immediately record such NPA as a "fixture filing" in the real property records for Kern County and file a UCC-1 financing Statement with the California Secretary of State. Seller shall provide VPT with conformed copies of such recorded and filed documents.

Section 3.6. FCC Licenses and Qualifications.

(a) Seller is the holder of the FCC Licenses and such FCC Licenses are valid and in full force and effect. Seller is, and at all times from and after the date of this Agreement to and including the Closing Date will be duly qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC promulgated thereunder (the “**Communications Act**”), to perform its obligations hereunder, to be the licensee of, and to own and operate the Station. To Seller’s knowledge, no fact or circumstance exists relating to the FCC qualifications of Seller that (i) could reasonably be expected to prevent or delay the FCC from granting the FCC Applications (as defined below) or (ii) would otherwise disqualify Seller as the licensee, owner, operator or assignor of the Station or the FCC Licenses.

(b) Exhibit 3.6 accurately and completely lists all FCC Authorizations and all material pending applications filed with the FCC by Seller with respect to the Station. True and complete copies of the FCC Authorizations and material pending applications filed with the FCC by Seller with respect to the Station are attached to this Schedule.

(c) There are no other permits, licenses or authorizations other than the FCC Authorizations that have been issued by any governmental agency relating to the Station and are required to own and operate the Station in substantially the same manner as it is being operated as of the date hereof and as of the Closing Date.

(d) To Seller’s knowledge, the FCC Authorizations are as of the date hereof, and on the Closing Date will be, in full force and effect; and are not, and on the Closing Date will not be, subject to any condition except conditions applicable to broadcast stations generally, or otherwise disclosed on the face of the FCC Authorizations and all applicable laws, including the Communications Act.

(e) Except for the FCC findings regarding predicted interference and resulting power limitations, as of this date and up to and including the Closing Date, the FCC Authorizations are not subject to any restriction or condition that would limit Buyer’s (or any other subsequent holder of the station license) ability to operate the Station as authorized on the face of the FCC Authorizations. Seller warrants that such predicted interference and power limitations issue shall be resolved as a necessary result of the Station’s digital conversion, and will be remedied prior to Closing.

(f) No application, action or proceeding is pending for the renewal of any FCC Authorization as to which any petition to deny or objection has been filed and, to Seller’s knowledge, there is neither now or on the Closing Date, before the FCC, any investigation, proceeding, notice of violation or order of forfeiture relating to the Station that, if adversely determined could be reasonably expected to have a material adverse effect on the business, assets operations or condition (financial or otherwise) of the Station (“**Material Adverse Effect**”). There is not now pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind, modify or refuse to renew any of the FCC Authorizations that, if adversely determined, could reasonably be expected to have a Material Adverse Effect (other than proceedings to amend the Communications Act or proceedings of general applicability to the broadcast television industry).

(g) The Station is owned and operated by Seller as of the effective date hereof in compliance in all material respects with the FCC Authorizations and the Communications Act. Seller has made all applications, reports, and other disclosures required by the FCC to be made in respect of the Station and have or will have timely paid all FCC regulatory fees in respect thereof, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Station is operating at the effective radiated power authorized under the FCC Authorizations. To Seller's knowledge, the Station does not cause or receive any material interference that is in violation of the Communications Act or other applicable law.

(h) The tower, buildings (including transmitter buildings) and other structures used or useful in connection with the operation of the Station (collectively, the "**Transmission Structures**") are registered to the extent required by law and all such Transmission Structures have been constructed, and are operated and maintained, in compliance in all material respects with the FCC Authorizations and all applicable laws, including the Communications Act.

Section 3.7. Consents. Except for the Bankruptcy Court consent, FCC Consent and any consent required under the Contracts and other agreements described on the Schedules, no consent, approval, permit or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party, (other than parties to the Contracts), is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Seller to sell the Assets to Buyer.

Section 3.8. Contracts. All of the Contracts are in full force and effect and valid, binding and enforceable in accordance with their terms, except as such enforceability may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies. There is not under any Contract any material default thereunder by Seller or, to Seller's knowledge, by any other party thereto.

Section 3.9. Sufficiency and Condition of Assets. The Assets constitute all the assets and properties used or held for use in connection with the operation of the facilities of the Station. All the Assets will be on the Closing Date, in the case of tangible assets and properties, in the same operating condition and repair (ordinary wear and tear excepted) as they are on the date of this Agreement.

Section 3.10. Leased Property. Seller has provided true and accurate copies of all leases under which Seller is the lessee of real or personal property used or held for use in connection with the operation of the Station, and all such leases are described on Exhibit 3.10. Seller has good and valid leasehold interests in all such properties held by Seller under lease. The Leased Real Property constitutes all of the real property used or held for use in the operation of the Station. Seller is not in breach of or in default under, nor has any event occurred which (with or without the giving of notice or the passage of time or both) would constitute a default by Seller under such lease. To the knowledge of Seller, none of the lessors under any of such leases is in breach thereof or in default hereunder. Seller has full right and power to occupy or possess, as the case may be, all the property covered by each such lease.

Section 3.11. Litigation. Seller has filed all material returns, reports, and statements that Seller is required to file with the FCC. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened in writing against Seller in respect of the Station seeking to enjoin the transactions contemplated by this Agreement and, to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station (except those affecting the broadcasting industry generally).

Section 3.12. Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any other party acting on Seller's behalf.

Section 3.13. Disclaimer. No representations or warranty made by any party in this Agreement, and no statement of any party contained in any document, certificate or other writing furnished pursuant hereto or in connection herewith, contains or will contain, at the time of delivery, any untrue statement of a material fact or omits, at the time of delivery, to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading. The Parties know of no material matter which has not been disclosed to the other pursuant to this Agreement which or, so far as the parties can now reasonably foresee, will have a material adverse effect on the Assets or the Station.

Section 3.14.

Environmental Matters. To the best of Seller's knowledge and belief, Seller has received no written notice of any investigation or inquiry by any governmental entity under any Applicable Environmental Laws (as defined below) relating to the ownership or operation of the Assets or the Station and (i) Seller has not disposed of any hazardous material (as defined below) on any of the Assets, and (ii) no condition exists on any of the Assets which would subject Seller or the Assets to any remedial obligations under any Applicable Environmental Laws.

For purposes of this Agreement, "Applicable Environmental Laws" means any and all Applicable Laws pertaining to health, safety, or the environment in effect in any and all jurisdictions in which the Assets are located or in which Seller has conducted operations of the Station, including, without limitation, the Clear Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Rivers and Harbors Act of 1899, as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act, as amended, and other environmental conservation or protection laws. For purposes of this Agreement, the term "hazardous material" means (i) any substance which is listed or defined as a hazardous substance, hazardous constituent, or solid waste pursuant to any Applicable Environmental Laws and (ii) petroleum (including crude oil and any fraction thereof), natural gas, and natural gas liquids.

Section 3.15. Employees. To the best of Seller's knowledge and belief, Seller is in compliance with all applicable laws and regulations relating to labor and employment. Buyer shall have no obligation to hire any of Seller's employees in connection with the sale of the Station and shall not assume any liability for any matter relating to Seller's employees.

Section 3.16. Claims and Legal Actions. To the best of Seller's knowledge and belief, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation, or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to the Station or the Assets, nor does Seller know or have reason to be aware of any basis for the same, except for the judgment held by VPT against Seller.

Section 3.17. Tax Matters. To the best of Seller's knowledge and belief, Seller has (and as of the Closing Date will have) (i) duly filed all material, federal, state, and local tax returns for the Station required to be filed by or with respect to it with the IRS or other applicable taxing authority, (ii) paid all material taxes due, or claimed by any taxing authority to be due, from or with respect to the Station, except taxes that are being contested in good faith by appropriate legal proceedings and for which adequate reserves have been set aside, and (iii) made all material deposits required with respect to taxes, in each such case to the extent that the failure to do so would have a material adverse effect on Seller, the Assets or the Station or would result in the imposition of any encumbrance on the Assets.

Section 3.18. Disclaimer of Other Representation and Warranties. EXCEPT FOR THOSE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE III ABOVE, (a) SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OF THE PURCHASED ASSETS, INCLUDING ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (b) BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE PURCHASED ASSETS ARE SOLD, TRANSFERRED, CONVEYED, AND ASSIGNED TO THE BUYER "AS IS, WHERE IS" AND WITHOUT ANY OTHER REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED.

ARTICLE IV— REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and VPT, as of the date hereof and as of the Closing Date, as follows:

Section 4.1. Organization; Authority; Binding Agreement. Buyer is a limited liability company duly organized under the laws of the State of California and has the power, authority and full legal capacity to enter into and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized and this Agreement constitutes a valid and binding obligation of Buyer enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.2. FCC Qualifications. Subject to obtaining the FCC Consent (as defined below). Buyer is, and as of the Closing Date will be, legally, financially and otherwise qualified under the Communications Act to perform its obligations hereunder and to be the licensee of, and own and operate, the Station. To Buyer's knowledge, no fact or circumstance exists relating to the FCC qualifications of Buyer that (a) could reasonably be expected to prevent the FCC from granting the Assignment Application or (b) would otherwise disqualify Buyer as the licensee, owner or operator of the Station. To Buyer's knowledge, no waiver of any FCC Rule (as defined below) is required for the grant of the FCC Consent.

Section 4.3. Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any other party acting on Buyer's behalf.

ARTICLE V—ADDITIONAL AGREEMENTS

Section 5.1. FCC Matters.

(a) **FCC Consent.** The consummation of the transactions contemplated hereby is subject to the prior consent and approval of the FCC. Within fifteen (15) Business Days after the date hereof, Seller and Buyer shall prepare and thereafter shall promptly file with the FCC the Assignment Application. In addition, each party hereto covenants and agrees to (i) prepare, file and prosecute any alternative application, petition, motion, request or other filing (including any motion for leave to withdraw or dismiss any Assignment Application filed by the parties with the FCC in connection with the transactions contemplated hereby) (the "**Additional Applications**"); (ii) file any amendment or modification to the FCC Applications; (iii) otherwise take any other action with respect to the FCC as may be reasonably necessary in connection with the transactions contemplated hereby; and (iv) cooperate in good faith with the other party hereto with respect to the foregoing, all as may be determined by mutual agreement of Seller and Buyer to be necessary, appropriate or advisable in order to consummate the transactions contemplated by this Agreement.

(b) **Prosecution of FCC Applications.** Upon filing, the parties shall prosecute the FCC Applications with commercially reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the FCC Applications as expeditiously as practicable. Each party shall promptly provide to the other party a copy of any pleading, order or other document served on them relating to any such FCC Application.

(c) **Certain Actions and Omissions.** Seller shall not take any action, or omit to take any action, or enter into any contract which would, or could reasonably be expected to, prevent or interfere with the successful prosecution of any FCC Application or the consummation of the transactions contemplated by this Agreement, or which is or would be inconsistent with any FCC Application or the consummation of the transactions contemplated by this Agreement.

(d) **Certain FCC Conditions.** Each party agrees to comply with any condition imposed on it by any FCC Consent, except that no party shall be required to comply with a

condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by that party of any of its representations, warranties, covenants, obligations or agreements hereunder. Buyer and Seller shall oppose any petitions to deny or other objections filed with respect to any FCC Application and any requests for reconsideration or review of any FCC Consent.

(e) ***Certain Extensions.*** If the Closing shall not have occurred for any reason within the original effective period of any FCC Consent, and neither party shall have terminated this Agreement pursuant to its right under Section 7.1, the parties shall jointly request an extension of the effective period of such FCC Consent. No extension of the effective period of any FCC Consent shall limit the exercise by either party of its right to terminate the Agreement under Section 7.1.

Section 5.2. Public Announcements. Neither Seller nor Buyer shall make or issue or cause to be made or issued, any announcement (written or oral) concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other party. This provision shall not apply, however, to any announcement or written statement required to be made by law or the regulations of any federal or state governmental agency or any stock exchange, except that the party required to make such announcement shall provide a draft copy thereof to the other party hereto, and consult with such other party concerning the timing and content of such announcement, before such announcement is made to the extent consistent with and permitted by applicable law.

Section 5.3. No Premature Assumption of Control. Without limiting the terms and conditions of the LMA, nothing contained in this Agreement shall give Buyer any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations, or any other matter relating to the Station prior to the Closing Date, and Seller shall have complete control and supervision of the programming, operations, policies and all other matters relating to the Station up to the time of the Closing.

Section 5.4. WARN Act. Buyer and Seller agree to cooperate in good faith to determine whether any notification may be required under the WARN Act, as a result of the transactions contemplated under the Agreement and, if such notices are required, to provide such notice in a manner that is reasonably satisfactory to each of the parties hereto.

Section 5.5. Expenses. Each of Buyer and Seller shall pay any and all fees, costs and out-of-pocket expenses, incurred by such party in connection with the performance of its obligations hereunder and in connection with the preparation and negotiation of this Agreement and the documents and agreements contemplated hereby; *provided, however*, that Buyer shall pay any and all filing fees and legal fees incurred with respect to the filing and prosecution of the FCC Application subject to a maximum of \$2,000; amounts above \$2,000 will be split equally between Buyer and Seller, and, *provided further*, that no party shall have any reimbursement obligation, including any such obligation under the indemnification provisions of this Agreement, with respect to claims, actions or proceedings brought against such party by or on behalf of any other party (or any of its affiliates) to this Agreement, including with respect to attorneys' fees or other costs and expenses of litigation.

Section 5.6. Further Assurances. Seller shall, at any time and from time to time after the Closing Date, upon the request of Buyer, do, execute, acknowledge, deliver and file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required for the better transferring, conveying, assigning and assuring to Buyer, or for the aiding and assisting in the reducing to possession by Buyer of, any of the Purchased Assets, or for otherwise carrying out the purposes of this Agreement and the other agreements, certificates and documents delivered in connection herewith and the consummation of the transactions contemplated hereby and thereby.

Section 5.7. Bankruptcy Proceeding. Harry J. Pappas ("**HJP**") is the sole shareholder of Hispanic America Incorporated, a Delaware corporation ("**HAI**"). HAI is the Sole Member of Hispanic America Stations Group, LLC, a Delaware limited liability company ("**HASG**"). HASG is the Sole Member of HB. HB is the licensee of KBBV-CA. HJP is a Debtor in Possession in a Chapter 11 Bankruptcy Proceeding pending in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") pursuant to Chapter 11 of the United States Bankruptcy Code. HJP's Chapter 11 case is being administered under Case No. 08-10949 (PJW) ("**Bankruptcy Proceeding**"). Promptly following the execution of this Agreement, HJP shall file a motion (the "**Transfer Motion**") requesting the entry of an order from the Bankruptcy Court approving the transfer of the Station to the Buyer, and authorizing HJP on behalf of himself and HB to enter into this Agreement (the "**Transfer Order**"). Should the Bankruptcy Court require that the transfer of assets as set forth in this Agreement be subject to sale higher or better bid ("Upset Bid"), VPT's approval of any bid or offer other than the sale to Buyer as set forth in this Agreement shall be a condition of any sale, to the extent allowed by applicable law. Following the filing of the Transfer Motion, HJP shall use reasonable efforts to obtain approval of the Transfer Order. The Transfer Order shall be in form and substance reasonably satisfactory to VPT. The Transfer Order shall: (i) approve the transfer of the Station to JACO on the terms and conditions set forth in this Agreement and authorize HB to take any actions necessary to consummate the Transfer; (ii) include a specific finding that JACO is a good faith transferee or purchaser of the Station entitled to the protections of 11 U.S.C. § 363(m); (iii) state that it is effective immediately upon its entry and not stayed pursuant to Fed. R. Bankr. P. 6004(g); and (iv) be a final and non-appealable order on or before September 30, 2011. The requirement of a transfer Order is for the benefit of JACO, HB and VPT, and JACO, HB and VPT may waive court approval of the transfer as a condition to Closing. JACO, HB and VPT has the right to waive the Transfer Order becoming a final and non-appealable order as a condition to Closing, and, if so waived, HB shall not be entitled to assert lack of a transfer Order

as a basis to delay Closing or refuse to close. HJP shall present evidence at any hearing on the Transfer Motion regarding HB's marketing efforts, the arms' length of the transaction, and the fairness and reasonableness of the Transfer consideration (i.e., satisfaction of judgment). Pending resolution of the Transfer Motion, neither HB nor HJP shall undertake any further efforts to market the Station.

ARTICLE VI—CONDITIONS PRECEDENT

Section 6.1. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Buyer, at or prior to the Closing, of the following conditions:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Seller set forth in Article III shall be true and correct in all material respects at and as of the Closing Date, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an appropriate officer of Seller, to the effect that the conditions set forth in this Section 6.1(a) have been satisfied.

(b) **FCC Consent.** The FCC Consent shall have been obtained and shall be effective.

(c) **No Prohibitions.** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) **Certain Closing Documents.** Seller shall have delivered or caused to be delivered to Buyer:

(i) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement by Seller, including the consummation of the transactions contemplated hereby;

(ii) the certificates described in Section 6.1(a) hereof;

(iii) the Assignment and Assumption Agreement substantially in the form attached hereto as *Exhibit B*;

(iv) the Assignment and Assumption Agreement (FCC Licenses) substantially in the form attached hereto as *Exhibit C*; and

(v) such other bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign to Buyer the Purchased Assets, free and clear of Liens, except for Permitted Liens.

Section 6.2. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Seller, at or prior to the Closing, of the following conditions:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Buyer set forth in Article IV shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement and Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer or other authorized representative of Buyer, to the effect that the conditions set forth in this Section 6.2(a) have been satisfied.

(b) **FCC Consent and Bankruptcy Court Consent.** The FCC Consent shall have been obtained and constitute a Final Order. As set forth in Section 5.7 herein, the Bankruptcy Court shall have issued its approval prior to the Closing.

(c) **No Prohibitions.** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) **Certain Closing Deliveries.** Buyer shall have delivered or caused to be delivered to Seller:

- (i) the certificate described in Section 6.2(a) hereof;
- (ii) an amount equal to the Purchase Price, less any credits due to Buyer in connection with the Security Deposit, pursuant to the terms and subject to the conditions of Section 3.5(e) of the LMA;
- (iii) the Assignment and Assumption Agreement substantially in the form attached hereto as *Exhibit A*;
- (iv) the Assignment and Assumption Agreement (FCC Licenses) substantially in the form attached hereto as *Exhibit B*; and
- (v) such other documents and instruments of assumption as may be necessary to assume the Assumed Obligations and acquire the Purchased Assets.

Section 6.3. Frustration of Closing Conditions. With respect to the conditions to its obligations to consummate the transactions contemplated by this Agreement as provided hereunder and its rights to terminate this Agreement as provided in Section 7.1, neither party may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to act in good faith.

ARTICLE VII—TERMINATION

Section 7.1. Termination. This Agreement shall terminate on the earlier to occur of any of the following events:

- (a) the mutual written agreement of Buyer, Seller and VPT;
- (b) by Notice of Termination of Seller and VPT, if the Closing shall not have occurred prior to the close of business on the first (1st) anniversary of the Effective Date (other than due to a breach of any representation or warranty hereunder of Seller or as a result of the failure on the part of Seller to comply with or perform its covenants, agreements and obligations under this Agreement).;
- (c) by Notice of Termination of Buyer to Seller and VPT, if Seller or VPT shall have materially breached any of its representations, warranties, covenants, agreements or obligations hereunder; *provided, however*, that Buyer's right under this Section 7.1(c) may not be exercised after the Closing; or
- (d) by Notice of Termination of Seller and VPT to Buyer, if Buyer shall have materially breached any of its representations, warranties, covenants, agreements or obligations hereunder; *provided, however*, that VPT or Seller's right under this Section 7.1(d) may not be exercised after the Closing.
- (e) notwithstanding anything herein to the contrary, the Seller and Buyer shall not elect to terminate this Agreement in any event without that express written approval of VPT.

Section 7.2. Procedure and Effect of Termination.

- (a) ***Notice of Termination.*** Any termination by either party shall be communicated by a written notice to the other party (the "**Notice of Termination**"). The Notice of Termination shall indicate the termination provision in this Agreement claimed to provide a basis for termination of this Agreement. Termination of this Agreement pursuant to the terms and subject to the conditions of Section 7.1 shall be effective upon and as of the date of delivery of a Notice of Termination.
- (b) ***Certain Effects of Termination.*** Nothing in this Article shall relieve either party of any liability for a breach of this Agreement prior to the termination hereof. Except as provided in the foregoing sentence, (A) upon the termination of this Agreement, all rights and obligations of the parties under this Agreement shall terminate, except their respective obligations under Article VIII and this Section 7.2(b), which shall survive the termination of this Agreement except as specifically provided in such sections and (B) neither 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, except in respect of the rights and obligations identified in clause (A) above, which shall survive as provided in this Section 7.2(b).
- (c) ***Withdrawal of Certain Filings.*** All filings, applications and other submissions relating to the transactions contemplated by this Agreement as to which termination has occurred shall, to the extent practicable, be withdrawn from the agency or other Person to which made.

ARTICLE VIII—INDEMNIFICATION

Section 8.1. Indemnification by Seller. Seller shall indemnify and hold harmless VPT **and** Buyer and its Affiliates, and the directors, officers, employees and other agents and representatives of Buyer and its Affiliates from and against any and all liabilities, judgments, claims, settlements, losses, damages, fees, Liens, Taxes, penalties, obligations and expenses (including reasonable attorney's fees and expenses and costs and expenses of investigation) (collectively, "**Losses**") incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

(a) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement or any certificate, instrument or other document delivered by Seller hereunder or in connection with the consummation of the transactions contemplated hereby or thereby;

(b) the non-fulfillment or breach of any covenant, obligation or agreement made by Seller in this Agreement; and

(c) any Excluded Obligation.

Section 8.2. Indemnification by Buyer. Buyer shall indemnify and hold harmless VPT **and** Seller and its Affiliates (e.g. Hispanic America Stations Group, LLC, Hispanic America Incorporated, Pappas Telecasting Companies), and the directors, officers, employees and other agents and representatives of Seller and its Affiliates from and against any and all Losses incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

(a) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement or any certificate or other document delivered by Buyer hereunder or in connection with the consummation of the transactions contemplated hereby or thereby;

(b) the non-fulfillment or breach by Buyer of any covenant, obligation or agreement made by it in this Agreement;

(c) any of the Assumed Obligations; and

(d) any and all acts or omissions of Buyer in connection with the operation of the Station and the conduct of the Station Business from and after the Closing Date.

Section 8.3. Indemnification by VPT. VPT shall indemnify and hold harmless Buyer **and** Seller and each of their Affiliates, and the directors, officers, employees and other agents and representatives of Seller and its Affiliates from and against any and all Losses incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

(a) any breach or inaccuracy of any representation or warranty of VPT contained in this Agreement or any certificate or other document delivered by VPT hereunder or in connection with the consummation of the transactions contemplated hereby or thereby; and

(b) the non-fulfillment or breach by VPT of any covenant, obligation or agreement made by it in this Agreement;

Section 8.4. Certain Procedures for Indemnification.

(a) In the event that any Person entitled to indemnification under this Agreement (an “**Indemnified Party**”) asserts a claim for indemnification, or receives notice of the assertion of any claim or of the commencement of any action or proceeding by any Person not a party to this Agreement against such Indemnified Party, for which a party to this Agreement is required to provide indemnification under this Article VIII (an “**Indemnifying Party**”), the Indemnified Party shall promptly notify the Indemnifying Party in writing of the claim or the commencement of that action; *provided, however*, that the failure to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party, except to the extent that the Indemnifying Party is materially prejudiced in its ability to defend such action.

(b) With respect to third party claims for which indemnification is claimed hereunder, (i) the Indemnifying Party shall be entitled to participate in the defense of any such claim, and (ii) if, in the judgment of the Indemnified Party, such claim can properly be resolved by money damages alone and the Indemnifying Party has the financial resources to pay such damages, and the Indemnifying Party admits that this indemnity fully covers the claim or litigation, then the Indemnifying Party shall be entitled (y) to direct the defense of any claim at its sole cost and expense, but such defense shall be conducted by legal counsel reasonably satisfactory to the Indemnified Party, and (z) to settle and compromise any such claim or action for money damages alone; *provided, however*, that if the Indemnified Party has elected to be represented by separate counsel pursuant to the proviso below, or if such settlement or compromise does not include an unconditional release of the Indemnified Party for any liability arising out of such claim or action, such settlement or compromise shall be effected only with the written consent of the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party under this Section 8.4 for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation or of assistance as contemplated by this Section 8.4; *provided, however*, that the Indemnified Party shall have the right to employ counsel to represent it, at its sole cost and expense, *provided, further*, that if, in the opinion of the Indemnified Party, it is advisable for the Indemnified Party to be represented by separate counsel due to actual or potential conflicts of interest, then in such event, the fees and expenses of such separate counsel shall be paid by the Indemnifying Party; *provided further*, that in no event shall the Indemnifying Party be responsible for the fees of more than one counsel to the Indemnified Party. The Indemnified Party and the Indemnifying Party shall each render to each other such assistance as

may reasonably be requested in order to ensure the proper and adequate defense of any such claim or proceeding.

Section 8.5. Survival; Expiration.

(a) The representations and warranties contained in this Agreement (including the Schedules hereto) and in any document, instrument or certificate executed and delivered in connection herewith shall survive the consummation of the transactions contemplated hereby and thereby and shall terminate on the second anniversary of the Closing Date (the “**Expiration Date**”). The covenants of the parties hereto shall survive until fully performed and discharged, unless otherwise expressly provided herein.

(b) Any right of indemnification or reimbursement pursuant to this Article VIII shall expire on the Expiration Date, unless on or prior to the applicable Expiration Date, the Indemnifying Party has received written notice from the Indemnified Party of such breach, inaccuracy or non-fulfillment from the Indemnified Party, in which case the Indemnified Party may continue to pursue its right of indemnification or reimbursement hereunder beyond the Expiration Date of the applicable representation, warranty, covenant, agreement or obligation.

ARTICLE IX—MISCELLANEOUS

Section 9.1. Governing Law; Specific Performance.

(a) ***Governing Law.*** Construction and interpretation of this Agreement shall be governed by the Laws of the State of California, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

(b) ***Specific Performance.*** The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party that may be injured (in addition to any other remedies which may be available to that party), shall be entitled to one or more preliminary or permanent orders restraining and enjoining any act which would constitute a breach or compelling the performance of any obligation which, if not performed, would constitute a breach..

Section 9.2. Notices. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement (including Notices of Termination) shall be in the English language and in written or electronic form, and shall be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment; *provided, however*, that any such communication delivered by facsimile or other electronic transmission shall only be effective if such communication is also delivered by hand or deposited with a reputable overnight courier maintaining records of receipt within two (2) Business Days after its delivery by facsimile or

other electronic transmission. All such communications shall be addressed to the parties at the address set forth in *Exhibit 9.2*, or at such other address as a party may designate upon ten (10) days' prior written notice to the other party.

Section 9.3. Benefits of Agreement. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the provisions of Article VIII, this Agreement is for the sole benefit of the parties hereto and not for the benefit of any third party, including, for the avoidance of doubt, any employee of either party.

Section 9.4. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of either party to enforce, nor the delay of either party in enforcing, any condition or part of this Agreement at any time shall be construed as a waiver of that condition or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Agreement, including any investigation by or on behalf of either party hereto, shall be deemed to constitute a waiver by the party taking action of compliance by the other party with any representation, warranty, covenant or agreement contained herein.

Section 9.5. Assignment. This Agreement may not be assigned and any attempted assignment in violation of this Section 9.5 shall be null and void.

Section 9.6. Enforceability; Severability. If: (a) any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct, (b) any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and (c) any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties hereto to the maximum extent possible, consistent with Law and public policy

Section 9.7. Entire Agreement. This Agreement, together with the Schedules and Exhibits expressly contemplated hereby and attached hereto and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, contains the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter hereof.

Section 9.8. No Inconsistent Action. No party hereto shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated in this Agreement.

Section 9.9. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

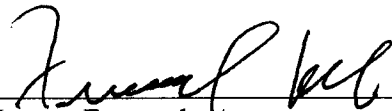
HISPANIC BAKERSFIELD, LLC

By: Hispanic America Stations Group, LLC,
Its Sole Member


By: Hispanic America Incorporated

By: _____
Name: Harry J. Pappas
Title: Chairman & CEO

JACO COMMUNICATIONS LLC

By: _____
Name: Fernando Acosta
Title: President & Managing Member

VALLEY PUBLIC TELEVISION, INC.

By: _____
Name: Russell G. Smith
Title: Chairman of the Board

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

HISPANIC BAKERSFIELD, LLC

JACO COMMUNICATIONS LLC

By: Hispanic America Stations Group, LLC,
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Name: Fernando Acosta

Title: President & Managing Member

By: 
Name: Harry J. Pappas
Title: Chairman & CEO

VALLEY PUBLIC TELEVISION, INC.

By: _____

Name: Russell G. Smith

Title: Chairman of the Board

*[Signature Page to Asset Purchase
Agreement Relating to KBBV-CA]*

Schedules to Asset Purchase Agreement

Schedule 2.2(a)(iii)	Tangible Personal Property
Schedule 2.2(a)(iv)	Intangible Personal Property
Schedule 2.2(a)(v)	Included Contracts
Schedule 2.2(b)(iii)	Excluded Contracts
Schedule 2.2(b)(iv)	Excluded Assets

Exhibits to Asset Purchase Agreement

Exhibit 1.1	Certain Defined Terms; Certain Interpretations
Exhibit A	Form of Assignment and Assumption Agreement
Exhibit B	Form of Assignment and Acceptance Agreement (FCC Licenses)
Exhibit 2.1	Form of Satisfaction of Judgment
Exhibit 3.4	Local Marketing Agreement dated June 22, 2011 with an effective date of January 1, 2011
Exhibit 3.5A	Copy of February 25, 2010 FCC Construction Permit
Exhibit 3.5B	Form of Negative Pledge Agreement
Exhibit 3.6	FCC Authorizations
Exhibit 3.10	List of Leases
Exhibit 9.2	Notices

EXHIBIT 1.1—CERTAIN DEFINED TERMS; CERTAIN INTERPRETATIONS

I. Certain Defined Terms. The capitalized terms contained and used in this Agreement which are defined below shall have the respective meanings ascribed to them as follows:

“**Accounts Receivable**” has the meaning set forth in Section 2.2(b)(ii).

“**Additional Applications**” has the meaning set forth in Section 5.1(a).

“**Affiliate**” means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

“**Agreement**” has the meaning set forth in the preamble hereof.

“**Assignment Application**” means the application to be filed with the FCC in order to obtain the consent of the FCC to an assignment to Buyer or, as may be designated by Buyer, any Affiliate of Buyer, of the FCC Licenses.

“**Assumed Obligations**” has the meaning set forth in Section 2.1(b).

“**Business Day**” means any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or that is a day on which banking institutions located in (i) New York, New York or (ii) Bakersfield, California are authorized or required by law or action of a Governmental Authority to close.

“**Buyer**” has the meaning set forth in the preamble hereof.

“**Closing**” has the meaning set forth in Section 2.3.

“**Closing Date**” has the meaning set forth in Section 2.3.

“**Code**” means the Internal Revenue Code of 1986, as amended.

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

“**Control**” including its various tenses and derivatives (such as “**Controlled**” and “**Controlling**”) means (i) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise and (ii) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security

“**Dollars**” or “**\$**” means United States dollars.

“**Effective Date**” has the meaning set forth in the preamble hereof.

“**Excluded Assets**” has the meaning set forth in Section 2.2(b).

“**Excluded Obligations**” has the meaning set forth in Section 2.1(c).

“**Expiration Date**” has the meaning set forth in Section 8.4(a).

“**FCC**” means the United States Federal Communications Commission.

“**FCC Applications**” means the Assignment Application, together with any Additional Applications.

“**FCC Consent**” means action by the FCC granting its consent to the FCC Applications and the consummation of the transactions contemplated hereby.

“**FCC Licenses**” means the FCC license for the Station and any other licenses, permits or other authorizations issued by or pending before the FCC to Seller in connection with the Station or the Station Business.

“**Final Order**” means an action by the FCC or other Governmental Authority having jurisdiction (a) with respect to which action no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review or notice of appeal or other judicial petition for review is pending and (b) as to which the time for filing any such request, motion, petition, application, appeal or notice and for the entry of orders staying, reconsidering or reviewing on the FCC’s or such other Governmental Authority’s own motion has expired.

“**Governmental Authority**” means any federal, state, local or foreign government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other governmental authority or instrumentality anywhere in the world.

“**Indemnified Party**” has the meaning set forth in Section 8.4(a).

“**Indemnifying Party**” has the meaning set forth in Section 8.4(a).

“**Law**” means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, any ruling or decision of, agreement with or by, or any other requirement of, any Governmental Authority.

“**Lien**” means any lien (statutory or otherwise), claim, charge, option, security interest, pledge, mortgage, restriction, financing statement or similar encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“**LMA**” has the meaning set forth in the recitals hereto.

“**Losses**” has the meaning set forth in Section 8.1.

“**Notice of Termination**” has the meaning set forth in Section 7.2(a).

“**Permits**” has the meaning set forth in Section 2.2(a)(ii).

“**Permitted Liens**” means (a) Liens for Taxes or assessments which are not yet due or which are being contested in good faith by appropriate proceedings, and (b) statutory mechanics’, materialmen’s, contractors’, warehousemen’s’, repairmen’s’ and other similar statutory Liens arising in the ordinary course of business and which are not delinquent.

“**Person**” means a human being, labor organization, partnership, firm, enterprise, association, joint venture, corporation, limited liability company, cooperative, legal representative, foundation, society, political party, estate, trust, trustee, trustee in bankruptcy, receiver or any other organization or entity whatsoever, including any Governmental Authority.

“**Purchased Assets**” has the meaning set forth in Section 2.2(a).

“**Purchase Price**” has the meaning set forth in Section 2.1(b).

“**Related Party**” has the meaning set forth in Section 7.2(b).

“**Seller**” has the meaning set forth in the preamble hereof.

“**Station**” has the meaning set forth in the recitals hereof.

“**Station Business**” means the business of the Station, taken as a whole, including the Purchased Assets and the operations thereof, and the Assumed Obligations to be sold or assumed pursuant to this Agreement at the Closing pursuant to the terms and subject to the conditions hereof.

“**Tax**” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“**WARN Act**” means the Worker Adjustment and Retraining Notification Act.

II. Descriptive Headings; Certain Interpretations.

(a) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(b) Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) “or” and “any” are not exclusive and 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”; (iii) a reference to any contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs and permitted assigns; (vi) a reference to one gender shall include any other gender; and (vii) a reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement.

(c) The parties hereto agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

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