

**ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of December 21, 2012, by and among SP Television LLC, a Delaware limited liability company (“**SPTV**”), SP Ft. Myers LLC, a Delaware limited liability company (“**Ft. Myers**”), SP Kansas City LLC, a Delaware limited liability company (“**KC**”), and SP Minneapolis LLC, a Delaware limited liability company (“**Minneapolis**” and, SPTV, Ft. Myers, KC, and Minneapolis collectively referred to herein as, “**Sellers**”), on the one hand, and Media Vista Group, LLC, a Florida limited liability company (“**MVG**”), Media Vista SW Florida, LLC, a Delaware limited liability company (“**MV SW Florida**”), Media Vista Minneapolis, LLC, a Delaware limited liability company (“**MV Minn**”), and Media Vista Kansas City, LLC, a Delaware limited liability company (“**MV Kansas**” and, MVG, MV SW Florida, MV Kansas, and MV Minn, collectively referred to herein as, “**Buyers**”), on the other hand.

**R E C I T A L S**

Sellers hold licenses, permits and authorizations (the “**FCC Licenses**”) issued by the Federal Communications Commission (“**FCC**”) for low power broadcast television stations WUVF-LP, Naples, Florida (“**WUVF**”), WLZE-LD, Fort Myers, Florida (“**WLZE**”), KUKC-LP, Kansas City, Missouri (“**KUKC**”), and WUMN-LP, Minneapolis, Minnesota (“**WUMN**” and, collectively with WUVF, WLZE, and KUKC, the “**Stations**”);

Sellers own or lease certain other assets that are used or useful in the business and operations of the Stations;

Sellers desire to sell to Buyers, and Buyers desire to purchase from Sellers, the FCC Licenses and such other assets of the Stations for the price and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**AGREEMENTS**

**SECTION 1. PURCHASE AND SALE OF ASSETS**

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the “**Closing**”), Sellers shall sell, transfer, assign and deliver to Buyers on the date of the Closing (the “**Closing Date**”), free and clear of debts, liens and encumbrances, other than Permitted Liens (as defined below), all of Sellers’ right, title and interest to all assets and properties of Sellers, tangible or intangible, used or held for use by Sellers in the operation of the Stations (other than the Excluded Assets (defined below)) (the “**Assets**”), including without limitation:

(a) The FCC Licenses, which are described on Schedule 2.4, and all applications and renewals for any of the FCC Licenses;

(b) Technical information and data, engineering files, and books and records maintained by Sellers in connection with the business or operations of the Stations, including a copy of financial records concerning the Stations and other records concerning the Stations required by the FCC to be maintained by Sellers;

(c) The intangible property rights and interests associated with the Stations listed on Schedule 1.1(c);

(d) The following contracts and agreements of Sellers:

(i) each contract listed on Schedule 1.1(d) hereto;

(ii) agreements for the sale of time on one or more of the Stations for cash entered into by any Seller that are cancelable by such Seller on no more than 30 days' notice;

(iii) other agreements entered into by any Seller in the ordinary course of business that do not involve obligations on the part of any Seller in excess of \$10,000 individually or \$100,000 in the aggregate for all such agreements, regardless of whether a Contract or a New Contract (subsections (i), (ii) and (iii) collectively, the "**Contracts**"); and

(iv) any other contract entered into by any Seller with respect to any Stations between the date of this Agreement and the Closing Date in the ordinary course of business either (A) with Buyer's written consent or (B) that would not be required to be listed on Schedule 1.1(d) as a result of subsections 1.1(d)(ii) or (iii) (the "**New Contracts**");

(e) The accounts receivable due to any Seller for sale of advertisements, broadcast time and programming or otherwise related to the Stations arising prior to the Closing (the "**Accounts Receivable**"); and

(f) The tangible personal property listed on Schedule 1.1(f) hereto (unless disposed of in accordance with this Agreement prior to Closing) and, with respect to such tangible personal property, all of any Seller's right, title and interest in and to all service agreements, maintenance agreements and express and implied warranties of third parties that are transferable and will continue in effect following the Closing.

Notwithstanding the foregoing, and without limitation, the following properties and assets of Sellers shall not be conveyed to Buyers at Closing and shall not be included within the meaning of the term "Assets": (a) all cash, cash equivalents and cash items of any kind whatsoever, certificates of deposit, notes receivable, 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) solely to the extent Sellers do not receive a credit in connection with the prorrations set forth in Section 1.4(b), Sellers' deposits or prepaid charges and expenses paid in connection with or relating to any assets of Sellers; (c) all claims, rights or interests of Sellers 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 Sellers against third parties relating to the Assets or any assets, properties, contracts, business or operations of Sellers arising out of events occurring on or 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 Assets or the assets, properties, business or operations of Sellers, and the assets thereof (including any cash surrender value) or any right to proceeds thereunder; (f) all corporate records and other books and records that pertain to internal corporate matters of Sellers or their affiliates; (g) all equipment and services related to the master control facilities owned by third parties; (h) the assets and property listed on Schedule 1.1(h) hereto; (i) the name “Silver Point,” “SP Television,” “SPTV” and any derivation of such names; (j) all assets of Sellers that are not used or held for use in the operation of the Stations or that are disposed of by Sellers in accordance with this Agreement between the date hereof and the Closing Date; (k) contracts, agreements, or commitments of Sellers that are not “Contracts” or “New Contracts” as those terms are defined in Section 1.1(d) above; (l) employee pension and other benefit plans; and (m) any permits, licenses or authorizations other than the FCC Licenses. For the avoidance of doubt, it is the intention of the parties that at Closing: the Assets used in the operation of WUVF and WLZE shall be transferred to MV SW Florida; the Assets used in the operation of KUKC shall be transferred to MV Kansas; and the Assets used in the operation of WUMN shall be transferred to MV Minn.

1.2 Purchase Price. The purchase price for the Assets shall be Three Million Five Hundred Thousand Dollars (\$3,500,000), subject to adjustment as provided in Section 1.4 (the “**Purchase Price**”). At the Closing, (a) the Deposit (as defined below) shall remain in escrow to fund the Indemnity Escrow in accordance with the Escrow Agreement as set forth in Section 1.7 of this Agreement, and (b) Buyers shall pay to Sellers the balance of the Purchase Price (*i.e.*, Three Million One Hundred Fifty Thousand Dollars (\$3,150,000), as adjusted pursuant to Section 1.4), in cash by federal wire transfer of immediately available funds pursuant to wire instructions that Sellers shall deliver to Buyers at least two (2) business days prior to the Closing Date. For purposes of this Agreement, “**business day**” shall mean any day that is not a Saturday or Sunday or a day on which banks are required or permitted by law or executive order to be closed in the City of New York.

1.3 Deposit. Simultaneously with the execution hereof, MVG shall deliver to Deutsche Bank Trust Company Americas, a New York banking corporation, a wholly owned subsidiary of Deutsche Bank AG (the “**Escrow Agent**”), in cash the amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the “**Deposit**”) which shall be held in escrow by the Escrow Agent pursuant to the terms of the Escrow Agreement executed by MVG, Sellers, and the Escrow Agent (the “**Escrow Agreement**”) simultaneously with the execution of this Agreement. Upon the Closing, the Deposit shall be retained by the Escrow Agent to fund the Indemnity Escrow (as defined below) in accordance with Section 1.7 of this Agreement and any interest thereon shall be distributed to MVG. If this Agreement is terminated prior to Closing, the Deposit and any interest thereon shall be distributed as set forth in Section 8.3.

1.4 Adjustment to Purchase Price.

(a) Adjustment for Accounts Receivable. The Purchase Price shall be increased by an amount equal to fifty percent (50%) of the value of the Accounts Receivable as

of the Closing (the “**Prepaid A/R Amount**”). For the avoidance of doubt, the value of the Accounts Receivable considered for the purposes of the calculation shall reflect the full amount of the Accounts Receivable, without any reserve.

(b) Prorations. The Purchase Price shall be increased or decreased as required to effectuate the proration of the revenue and expenses of the Stations as of the Closing Date. Subject to Section 1.4(a), all revenue and all expenses arising from the operation of the Stations, including agreements for the sale of time, including prepaid cash time sales arrangements, and trade agreements, business and license fees, utility charges, real and personal property Taxes and assessments levied against the Assets, annual regulatory fees imposed by the FCC, and similar or other prepaid or deferred items, shall be prorated between Buyers and Sellers in accordance with generally accepted accounting principles in the United States as of the date hereof (“**GAAP**”), consistently applied, and the principle that Sellers shall be entitled to all revenue and shall be responsible for all expenses, costs, and obligations allocable to the period prior to the Closing Date and Buyers shall be entitled to all revenue and shall be responsible for all expenses, costs, and obligations allocable to the period on and after the Closing Date.

(c) Determination of Estimated Purchase Price Adjustment Statement. Sellers shall prepare and deliver to Buyers a written statement of their good faith estimate of the Prepaid A/R Amount and any prorations required by Section 1.4(b) and the Purchase Price based thereon (the “**Estimated Purchase Price Adjustment Statement**”) no less than five (5) business days prior to the Closing Date. The Estimated Purchase Price Adjustment Statement shall be prepared in accordance with GAAP consistently applied.

(d) Determination of Final Purchase Price Adjustment Statement. Within thirty (30) days after the Closing Date, Sellers shall determine, and deliver to Buyers a written statement of, the Prepaid A/R Amount and any prorations required by Section 1.4(b) and the Purchase Price based thereon (the “**Final Purchase Price Adjustment Statement**”) using the same methodology and the same accounting principles, policies and practices as were used for the Estimated Purchase Price Adjustment Statement.

(e) Disputes. If within twenty (20) days following delivery of the Final Purchase Price Adjustment Statement, Buyers have not given Sellers written notice of their objection to any amount or calculation contained therein (which notice shall state the basis of Buyers’ objection), then the Final Purchase Price Adjustment Statement and the Purchase Price set forth therein calculated by Sellers shall be binding and conclusive on the parties. If, on the other hand, Buyers duly give Sellers such written notice of objection, which notice shall state the basis for any objection and Buyers’ proposed Purchase Price based thereon, and if Sellers and Buyers fail to resolve the issues outstanding with respect to the Final Purchase Price Adjustment Statement within fifteen (15) days of Sellers’ receipt of Buyers’ objection notice, Sellers and Buyers shall submit the issues remaining in dispute to a mutually-agreed upon firm of independent certified public accountants (the “**Independent Accountants**”) for resolution applying the principles, policies and practices referred to in this Section 1.4. If issues are submitted to the Independent Accountants for resolution, (i) Sellers and Buyers shall furnish or cause to be furnished to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may reasonably request and are available to that party or its agents and shall be afforded the opportunity to

present to the Independent Accountants any material relating to the disputed issues and to discuss the issues with the Independent Accountants; (ii) the determination by the Independent Accountants, as set forth in a notice to be delivered to both Sellers and Buyers within sixty (60) days of the submission to the Independent Accountants of the issues remaining in dispute, shall be final, binding and conclusive on the parties (absent manifest error) and shall be used in the calculation of the Purchase Price; and (iii) the fees and costs of the Independent Accountants for such determination shall be paid by Buyers and Sellers relative to the difference between the final Purchase Price and each of Buyers' and Sellers' proposed Purchase Price in the Final Purchase Price Adjustment Statement and the objection notice, respectively.

(f) Final Purchase Price Adjustment. If, after adjustment as appropriate with respect to the Purchase Price, Buyers, on the one hand, or Sellers, on the other hand, are determined to owe an amount to the other, the appropriate party shall pay such amount thereof to the other within five business days (5) after finalizing such determination.

#### 1.5 Assignment and Assumption.

(a) At the Closing, Sellers shall assign and convey and Buyers shall assume and undertake to timely pay, discharge, and perform all obligations and liabilities (“**Liabilities**”) of Sellers with respect to the Stations arising out of, relating to, or otherwise in respect of the period on or after the Closing Date, other than the Excluded Liabilities (as defined below) (collectively, the “**Assumed Liabilities**”), including, without limitation, the following:

(i) all Liabilities of Sellers under the FCC Licenses arising out of, relating to, or otherwise in respect of the period on or after the Closing Date;

(ii) all Liabilities of Sellers under the Contracts and New Contracts arising out of, relating to, or otherwise in respect of the period on or after the Closing Date;

(iii) all other Liabilities with respect to the Stations and the Assets arising out of, relating to, or otherwise in respect of the period on or after the Closing Date;

(iv) all Taxes related to the Assets that arise or accrue or relate to the period on or after the Closing Date, other than income Taxes of Sellers or Taxes imposed in lieu thereof from operations prior to the Closing Date; and

(v) all Liabilities relating to amounts required to be paid by Buyers hereunder. Without limiting the generality of the foregoing, Sellers shall assign and Buyers shall assume and perform all Liabilities under the Contracts and New Contracts that relate to the period on and after the Closing Date.

For the avoidance of doubt, it is the intention of the parties that at Closing: the Assumed Liabilities related to the operation of WUVF and WLZE shall be assumed by MV SW Florida; the Assumed Liabilities related to the operation of KUKC shall be assumed by MV Kansas; the Assumed Liabilities related to the operation of WUMN shall be assumed by MV Minn; and any other Assumed Liabilities shall be assumed by MV SW Florida.

(b) Buyer will not assume or be liable for any Excluded Liabilities. “**Excluded Liabilities**” shall mean all Liabilities that are not Assumed Liabilities and all Liabilities with respect to the Stations or the Assets arising out of, relating to or otherwise in respect of the period before the Closing Date and the following Liabilities:

- (i) all Liabilities arising out of Excluded Assets;
- (ii) all Liabilities relating to Sellers’ employees and former employees solely in their capacities as such; and
- (iii) all Liabilities for Taxes of Sellers relating to the Assets (other than Taxes related to the transfer of the Assets which shall be allocated in accordance with Section 9.1 of this Agreement) for any tax period (or portion thereof) ending on or before the Closing.

1.6 Allocation of Purchase Price. Buyers and Sellers agree to an allocation of the aggregate purchase consideration among the Stations as set forth on Schedule 1.6 and the Buyers and Sellers agree to (a) file all income Tax returns and forms in accordance with such allocation, (b) update such Tax returns and forms in accordance with the methods used in making the allocation to the extent necessary to reflect purchase price adjustments, and (c) not take any position before any governmental authority with jurisdiction over Tax matters that is inconsistent with such allocation.

1.7 Indemnity Escrow.

(a) Following the Closing, the Deposit shall remain in escrow pursuant to the terms of the Escrow Agreement. Except in the case of fraud or willful misconduct and except for Losses relating to Fundamental Indemnification Matters, the Deposit plus any interest or earnings earned thereon following the Closing (the “**Indemnity Escrow**”) will be the sole source of funds available to satisfy amounts owed by Sellers to Buyers in accordance with the terms of this Agreement and the Escrow Agreement.

(b) From time to time following the Closing, as provided in Section 9.13(e), a Buyer Indemnified Party may give to Sellers a Claim Notice, which shall include the estimated dollar amount of any Losses (“**Loss Amount**”).

(c) If Sellers reasonably believe in good faith that (i) the Loss Amount set forth in any Claim Notice is incorrect, (ii) the Losses specified in any Claim Notice are not covered by or not made in accordance with the provisions of Section 9.13, or (iii) all or any portion of the claimed Losses relate to a claim for which the dollar amount of Losses is not then liquidated and determinable, then, during the Claim Review Period (as defined in Section 9.13(e)), Sellers may give to MVG, on behalf of the Buyer Indemnified Parties, a written notice setting forth the reasons for Sellers’ objection in reasonable detail (a “**Notice of Objection**”). The Notice of Objection must set forth a statement of whether or not any portion of the dollar amount proposed in the Claim Notice is undisputed and, if undisputed, the undisputed amount thereof (such specified undisputed amount being hereinafter referred to as the “**Undisputed Amount**”).

(d) If Sellers deliver a timely Notice of Objection with respect to any Claim Notice, then (i) within two (2) business days of delivering such Notice of Objection, MVG and Sellers shall submit to the Escrow Agent a Joint Notice (as defined in the Escrow Agreement) instructing the Escrow Agent to distribute to MVG the Undisputed Amount (if any) and (ii) the Buyer Indemnified Parties may seek appropriate remedy at law or equity for the objected to amounts, subject to the terms and limitations of this Agreement.

(e) If Sellers do not deliver a Notice of Objection with respect to any Claim Notice within the applicable Claim Review Period, then within two (2) business days of the end of the Claim Review Period, MVG and Sellers shall submit to the Escrow Agent a Joint Notice (as defined in the Escrow Agreement) instructing the Escrow Agent to distribute to MVG the Loss Amount specified in the Claim Notice.

(f) On the first anniversary of the Closing Date, MVG and Sellers shall submit to the Escrow Agent a Joint Notice (as defined in the Escrow Agreement) specifying distribution of the Unclaimed Escrow Amount to Sellers. The “**Unclaimed Escrow Amount**” means, as of the date of determination, an amount equal to (i) any remaining amounts in the Indemnity Escrow, minus (ii) the good faith estimate of any outstanding and unpaid indemnification claims made by Buyer Indemnified Parties pursuant to any Claim Notice(s).

## **SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers represent and warrant to Buyers as follows:

2.1 Organization, Standing and Authority. Each Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation. Sellers possess all necessary authority to own, operate, and carry on the business of the Stations as currently conducted, except where the failure to possess such authority would not have a material adverse effect on Sellers’ ability to own, operate or carry on such business. Each 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 such Seller hereunder and thereunder.

2.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Sellers have been duly authorized by all necessary actions on the part of Sellers. This Agreement constitutes the legal, valid, and binding obligation of Sellers, enforceable against Sellers in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally, and by judicial discretion in the enforcement of equitable remedies.

2.3 Absence of Conflicting Agreements. Subject to obtaining the consent of the FCC to assign the FCC Licenses to Buyers (the “**FCC Consent**”), and to obtaining the consent of parties to the Contracts where required by the terms of such Contracts as identified on Schedule 2.3, including, without limitation, the Network’s consent (collectively, such consents and the FCC Consent, the “**Consents**”), the execution, delivery, and performance by Sellers 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 applicable to Sellers; and (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which any Seller is a party or by which any Seller may be bound, except, with respect to this Section 2.3, that would not have a material adverse effect on the business or operation of the Stations as currently conducted.

2.4 FCC Licenses. The FCC Licenses listed in Schedule 2.4 are in full force and effect, and the Seller listed as the holder of such license thereon is the authorized legal holder thereof. The FCC Licenses listed on Schedule 2.4 comprise, to Sellers' knowledge, all of the authorizations required by the FCC for the operation of the Stations as they are currently operated. The FCC has issued or renewed the FCC License for each Station through the end of the current license term generally applicable to television stations licensed to the respective Station's state. To Sellers' knowledge, the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to low power television broadcast licenses generally. Except as set forth on Schedule 2.4 hereto, (i) there are not pending or, to Sellers' knowledge, threatened actions by or before the FCC to revoke, suspend, cancel, rescind or materially modify any of the FCC Licenses (other than proceedings of general applicability), (ii) there is not now issued by the FCC any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against any Station or against any Seller with respect to any Station, (iii) Sellers have not received any written communication from the FCC indicating that any Seller or any Station is in violation of applicable requirements of the FCC and (iv) as of the date hereof, there no applications pending before the FCC with respect to the Stations. As of the date hereof, no person has notified any Seller that any Station is subject to displacement by any television station or that any Station is required to reduce operating power or change its operating parameters in order to protect any other television station (a "**Displacement Notice**") that, in each case, could reasonably be expected to have a material adverse effect on the business or operations of the Stations as currently operated. Sellers have operated the Stations in material conformity with the FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. To the knowledge of Sellers, as of the date hereof, there is no reason to believe that that FCC Licenses will not be renewed for eight-year license terms in the ordinary course for low power television broadcast licenses.

2.5 Consents. Except for the Consents, to Sellers' knowledge, no material consent, approval, permit or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Sellers to assign or transfer the Assets to Buyers.

2.6 Contracts. Sellers have delivered to Buyers true and complete copies of all Contracts. To Sellers' knowledge, all of the Contracts are in full force and effect in all material respects, and represent a valid, binding and enforceable obligation of the Seller party thereto in accordance with their terms and, to the knowledge of such Seller, represents a valid, binding and enforceable obligation of each of the other parties thereto, except, in each case, as such enforceability may be limited by principles of public policy, and subject to (X) the effect of any

applicable laws of general application relating to bankruptcy, reorganization, insolvency, moratorium, or similar Laws affecting creditors' rights and relief of debtors generally, and (Y) the effect of rules of law and general principles of equity, including, without limitation, rules of Law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law). As of the date hereof, there is not under any Contract any material default thereunder by any Seller party thereto.

2.7 Real Property Leases. Schedule 1.1(d) includes an accurate description in all material respects of each material real property lease relating to the business or operation of the Stations (the "**Real Property Leases**"). With respect to each such Real Property Lease, except as otherwise disclosed on Schedule 1.1(d), (i) such Real Property Lease is in full force and effect, (ii) the Seller party thereto is in compliance in all material respects with all covenants and provisions of such Real Property Lease, (iii) as of the date hereof, no party has asserted to any Seller any defense, setoff, or counterclaim under any such Real Property Lease, (iv) as of the date hereof, no notice of material default or termination has been given to or received by any Seller, and (v) to Sellers' knowledge, no other party thereto is in default in any material respect under any such Real Property Lease.

2.8 Tangible Personal Property. A Seller has good title to each item of material tangible personal property included in the Assets that is owned by such Seller, including all tangible personal property required to transmit a Station's over-the-air signal (such tangible personal property required to transmit a Station's over-the-air signal, the "**Material Tangible Personal Property**"), and, to Sellers' knowledge, none of such Material Tangible Personal Property owned by any Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for Permitted Liens (as defined herein). For purposes of this Agreement, "**Permitted Liens**" means: (i) defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed on Schedule 2.8 hereto; (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent, or the amount or validity of which is being contested in good faith by appropriate proceedings; (iii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of Sellers' business (A) that are reflected in the Financial Statements and (1) are Excluded Liabilities, or (2) reflected as an adjustment in Buyers' favor under Section 1.4, or (B) that will be released prior to Closing; (iv) zoning, entitlement and other land use and environmental regulations by any governmental entity; (v) title of a lessor under a capital or operating lease; and (vi) liens set forth on Schedule 2.8 hereto.

2.9 Compliance. To Sellers' knowledge, Sellers are in compliance with the FCC Licenses and all federal and state laws, rules and regulations applicable to the operation by Sellers of the Stations, except for such non-compliance which could not reasonably be expected to have a material adverse effect on the business or operations of the Stations as currently conducted.

2.10 Claims and Legal Actions. Except as set forth on Schedule 2.10, as of the date hereof, to Sellers' knowledge, 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 Sellers threatened in writing, against or relating to any of the Stations.

2.11 Broker. Except as set forth on Schedule 2.11, neither any Seller nor any person acting on Sellers' behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement. Sellers will be solely responsible for any payment due to such persons listed on Schedule 2.11 as a consequence of the transactions contemplated by this Agreement.

2.12 Personnel.

(a) Employees and Compensation. Schedule 2.12 contains a true and complete list of all employees of Sellers who are employed at the Stations (the "**Stations Employees**") as of the date of this Agreement, their names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor), title, and whether such Station Employee is full-time, part-time or per-diem. Schedule 2.12 also contains a true and complete list in all material respects as of the date of this Agreement of all material employee benefit plans or arrangements applicable to Sellers' employees at the Stations.

(b) Labor Relations. No Seller is a party to or subject to any collective bargaining agreements with respect to the Stations. Except as indicated on Schedule 1.1(d), Sellers have no written contracts of employment with any employee of the Stations, and, other than the employees that are parties to the Contracts listed on Schedule 1.1(d), all employees of the Stations are employees at will.

2.13 Taxes. To Sellers' knowledge, Sellers have (i) filed all applicable federal, state and local tax returns required to be filed as of the date of this Agreement by Sellers in connection with the business of the Stations, in accordance in all material respects with provisions of law pertaining thereto, and (ii) paid (A) all federal, state, and local taxes, charges or other assessments, and (B) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (ii)(A) (collectively, "**Taxes**"), required to have been paid as of the date of this Agreement by Sellers in connection with the business of the Stations, except for any failure to file such returns or failure to pay such Taxes that could not impose on Buyers transferee liability for any Taxes.

2.14 Financial Statements. True and complete copies of the unaudited balance sheets for the operations of the Stations as at December 31, 2010 and December 31, 2011 and the related unaudited statements of income for the years ended December 31, 2010 and December 31, 2011, as well as the unaudited balance sheet for the operations of the Stations and related statement of income for the eleven-month period ended November 30, 2012, are attached at Schedule 2.14 (collectively, the "*Financial Statements*"). Except as set forth in Schedule 2.14, the Financial Statements were internally prepared by Sellers in accordance with GAAP, consistently applied. Except as set forth in Schedule 2.14, the Financial Statements are derived from the books and records of the Sellers and present, in all material respects, the financial condition and results of operation of the Stations as at the dates indicated and the results of its operations and cash flows for the periods then ended. Since December 1, 2012, there has been no change in the financial condition or the results of operations of the Stations, and no event has

occurred that, has had or would reasonably be expected to have a material adverse effect on the business or operations of the Stations as currently conducted. The books and records of the Station are in all material respects complete and correct. Sellers have no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, relating to the Stations, except for those liabilities reflected or reserved against in the Financial Statements and current liabilities incurred in the ordinary course of business of the Stations since December 1, 2012.

2.15 Title to Station Assets. Sellers own, lease or are licensed to use all of the Assets free and clear of Liens other than Permitted Liens.

2.16 Disclaimer. Except for the representations and warranties specifically set forth in Sections 2.1 through 2.15, the Assets are being transferred by Sellers to Buyers without any representation or warranty, all other representations and warranties of any kind, either express or implied, including warranties of fitness, being hereby expressly disclaimed.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYERS**

Buyers represent and warrant to Sellers as follows:

3.1 Organization, Standing and Authority. MVG is a limited liability company duly organized, validly existing and in good standing under the laws of State of Florida. Each of MV SW Florida, MV Minn and MV Kansas is a limited liability company duly organized, validly existing and in good standing under the laws of State of Delaware. Each Buyer 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 such Buyer hereunder and thereunder.

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

3.3 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyers 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 applicable to Buyers; and (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyers are a party or by which Buyers may be bound, except, in the case of clauses (i) and (ii) of this Section 3.3, that would not have a material adverse effect on the ability of Buyers to consummate the transactions contemplated by this Agreement.

3.4 Broker. Neither Buyers nor any person or entity acting on their behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

3.5 FCC Qualifications. Buyers are, and at the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations and policies in existence as of the date of this Agreement to acquire and to hold the FCC Licenses, without the necessity of requesting or receiving any waiver of any such rule, regulation, or policy. Buyers shall not take any action or fail to take any action that would affect such qualification or make it necessary to obtain such a waiver.

3.6 Financing. Buyers will have at the Closing sufficient funds to enable them to consummate the transactions contemplated hereby. Buyers acknowledge that the availability of such funds shall not be a condition to their obligation to consummate the transactions contemplated hereby, or to any of their other obligations hereunder.

3.7 Condition of the Assets. Notwithstanding anything contained in this Agreement to the contrary, Buyers acknowledge and agree that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Section 2 hereof (as modified by the Schedules hereto as supplemented or amended), and Buyers acknowledge and agree that, except for the representations and warranties contained therein, the Assets are being sold on a "where is" and, as to condition, "as is" basis.

#### **SECTION 4. COVENANTS PRIOR TO CLOSING**

From the date hereof until the Closing:

4.1 Generally. Sellers shall operate the Stations in all material respects (i) in the ordinary course of business, consistent with past practice and (ii) consistent with FCC rules. Sellers shall not cause, by any act or failure to act, the FCC Licenses to expire or to be revoked, suspended, or modified in any materially adverse manner. Each Seller party thereto shall fulfill in all material respects its obligations under the Contracts and the Real Property Leases. Sellers shall use commercially reasonable efforts to preserve substantially intact the relationships of the Stations with their respective significant advertisers in the ordinary course of business.

4.2 Compliance with Laws. Sellers shall comply in all material respects with all laws, published policies, rules, and regulations applicable or relating to the ownership or operation by Sellers of the Stations.

4.3 Disposition of Assets. Sellers shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except in the ordinary course of business; provided that in no event shall any Material Tangible Personal Property be sold, assigned, leased or otherwise transferred or disposed of without Buyer's prior written consent. Notwithstanding the foregoing, the expiration by their terms of Contracts prior to Closing shall not be deemed a violation of this Agreement.

4.4 Estoppel Certificates and Consents.

(a) Sellers shall use commercially reasonable efforts to obtain (i) the Consents and (ii) an estoppel certificate, in a form reasonably acceptable to Buyers, executed by each landlord under a Real Property Lease for a Station's tower site (the "**Estoppel Certificates**"); provided, however, that Sellers' failure to obtain any Consent or Estoppel Certificate shall not constitute a breach of Sellers' obligations under this Agreement so long as Sellers shall have used commercially reasonable efforts to obtain such consent. Buyers shall use commercially reasonable efforts to assist Sellers in obtaining the Consents and Estoppel Certificates, including, without limitation, executing such assumption instruments and other documents as may be reasonably required in connection with obtaining the Consents. Notwithstanding the foregoing, none of Sellers, Buyers, nor any of their respective affiliates shall be required to pay or provide any form of consideration to any third party to obtain any Consent or Estoppel Certificate.

(b) In the event that any Consent identified on Schedule 4.4 has not been delivered to Buyers by the date that is 30 days after the date of this Agreement, Buyers shall have the right to terminate this Agreement upon written notice to Sellers, provided that such notice of termination must be delivered to Sellers no later than the date that is 40 days after the date of this Agreement. In no event shall the receipt of the Consents or Estoppel Certificates be a condition to the obligations of the parties at Closing.

4.5 Cure. For all purposes under this Agreement, except in connection with a failure by Buyers to pay the Purchase Price on the Closing Date, the existence or occurrence of any events or circumstances that constitute or cause a breach of a representation or warranty of Sellers or Buyers under this Agreement (including, without limitation, in the case of Sellers, under the information disclosed in the Schedules hereto) on the date such representation or warranty is made shall be deemed not to constitute a breach of such representation or warranty if such event or circumstance is cured in all material respects on or before twenty (20) business days after the receipt by such party of written notice thereof from the other party.

4.6 Control of the Stations. Prior to Closing, Buyers shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Stations; such operations, including complete control and supervision of all of the programs, employees, and policies of the Stations, shall be the sole responsibility of the applicable Seller until the Closing.

4.7 Risk of Loss. The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause shall be borne by Sellers at all times prior to the Closing.

4.8 Cooperation. Buyers and Sellers shall use commercially reasonable efforts to cooperate with each other and their respective counsel in connection with any actions required or advisable to be taken as part of their respective obligations under this Agreement, and Buyers and Sellers shall take such further actions and execute such other documents as may be necessary and desirable to effectuate the implementation and consummation of this Agreement. Neither Sellers nor Buyers 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 by this Agreement.

4.9 Access to Facilities, Files and Records. At the reasonable request of Buyers, Sellers shall from time to time use commercially reasonable efforts to give or cause to be given to employees of Buyers: (a) reasonable access during normal business hours and in a manner that does not interfere with the normal business operations of the Stations to all facilities, properties, accounts, and books; and (b) such other information in Sellers' possession that relate to the Stations and the Assets as Buyers may reasonably request other than corporate records and other books and records that pertain to internal corporate matters of Sellers or their affiliates.

4.10 Purchase Price Funding. Buyers shall use their best efforts to obtain funding in an amount sufficient to pay the Purchase Price hereunder.

4.11 FCC Matters.

(a) In the event that the license renewal application for a Station is due prior to the Closing, then Sellers shall timely file such license renewal application. Sellers shall prosecute such application with all reasonable diligence and shall use their commercially reasonable efforts to obtain a grant of the application as expeditiously as practicable.

(b) At Buyers' request, Sellers shall, as soon as practicable following such request and at Buyers' expense, file an application with the FCC requesting digital facilities for a Station (the "**Digital Application**"). Sellers agree to prosecute all such Digital Applications with all reasonable diligence and use their commercially reasonable efforts to obtain a grant of such Digital Applications. Sellers and Buyers acknowledge and agree that in no event shall Sellers be required to construct the facilities specified in any Digital Application.

4.12 Notifications. Sellers shall promptly notify Buyers in writing of any material change in any of the information contained in Sellers' representations and warranties contained in Section 2 of this Agreement. Buyers shall promptly notify Sellers in writing of any material change in any of the information contained in Buyers' representations and warranties contained in Section 3 of this Agreement.

## **SECTION 5. CONSENT, EMPLOYEE MATTERS AND OTHER COVENANTS**

5.1 Applications for FCC Consent. The assignment of the FCC Licenses pursuant to this Agreement shall be subject to the prior consent of the FCC. Sellers and Buyers shall promptly prepare applications for assignments of the FCC Licenses from Sellers to Buyers (the "**Assignment Applications**") and shall file the Assignment Applications with the FCC within five (5) business days following execution of this Agreement by Buyers and Sellers. The parties shall prosecute the Assignment Applications with all reasonable diligence and shall use their commercially reasonable efforts to obtain a grant of the Assignment Applications as expeditiously as practicable and their best efforts to remove any objection of the FCC to their qualifications. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Applications. Buyers, on the one hand, and Sellers, on the other hand, shall each bear the cost of one-half of the FCC filing fees associated with the Assignment Applications. Each party agrees to comply at its own expense with any condition imposed on it by the FCC Consent that is not materially adverse to the Stations.

5.2 Network Consent. The parties agree and acknowledge that all waivers and consents required to be obtained in connection with the transactions contemplated by this Agreement from Univision Network Limited Partnership (the “**Network**”) have been obtained prior to the date hereof.

5.3 Employment Matters.

(a) Effective as of and contingent upon the Closing, Buyers shall make offers of employment to the Stations Employees as provided in Schedule 5.3. Each Stations Employee who accepts Buyers’ offer of employment and who becomes an employee of any Buyer or any of their affiliates effective as of the Closing is hereinafter called a “**Transferred Employee.**” Sellers agree to cooperate in all reasonable respects with Buyers (i) in communicating with the Stations Employees, (ii) in providing information to Buyers regarding the Stations Employees (including, at Buyers’ request, an updated Schedule 2.12), and (iii) in conducting interviews of the Stations Employees, provided that such interviews shall not occur until after the FCC has released public notice of the filing of the Assignment Applications. Sellers shall terminate the employment of all Transferred Employees immediately prior to the Closing.

(b) Subject to the requirements of Buyers’ plan and plan administrator, which Buyers shall use their reasonable best efforts to meet or have waived, Buyers shall offer group health plan coverage, effective as of the Closing Date, to all Transferred Employees and their spouses and eligible dependents who are covered on the Closing Date under a group health plan maintained or contributed to by Sellers or their affiliates, and such coverage shall be substantially similar to, and shall be subject to the same terms and conditions, as the coverage Buyers provide to similarly situated employees.

(c) Buyers shall permit each Transferred Employee to use, and shall grant credit for, all vacation accrued but unused as of the Closing as identified on a schedule provided by Sellers to Buyers no less than ten (10) days prior to Closing, and such credit shall be included in the prorations under Section 1.4 of this Agreement as an expense relating to the operation of the Stations prior to the Closing Date.

(d) Buyers shall provide each Transferred Employee with credit for periods of employment with Sellers (including past service with any prior employer to the same extent the Sellers or their affiliates gave such past service credit prior to the Closing) for purposes of eligibility to participate in and vesting under any tax-qualified retirement plan sponsored by Buyers for the benefit of similarly situated employees of Buyers, if any.

(e) This Section 5.3 shall operate exclusively for the benefit of the parties to this Agreement and is not intended for the benefit of any other person, including, without limitation, any current or former employee of any party hereto.

5.4 Beneficial Assignment. To the extent that any Contract or New Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Contract or New Contract; provided, however, with respect to each such Contract or New Contract, Sellers and Buyers shall reasonably cooperate to the extent

feasible in effecting a lawful and commercially reasonable arrangement under which Buyers shall receive the benefits under the Contract or New Contract, as applicable, from and after Closing, and to the extent of the benefits received, Buyers shall pay and perform any Seller's obligations arising under the Contract or New Contract, as applicable, from and after Closing in accordance with its terms, and upon receipt of any such third party consent, the applicable Contract or New Contract shall be automatically assigned to Buyers without further action by Buyers or Sellers.

#### 5.5 Collection of Accounts Receivable.

(a) On the Closing Date, Sellers shall deliver to Buyers (i) a complete and detailed statement of the Accounts Receivable and (ii) the name and contact information of an officer or representative of Sellers with decision-making authority with respect to the collection of Accounts Receivable and settling of accounts (the "**Sellers Receivable Contact**"). At Buyers' sole cost and expense, Buyers shall use commercially reasonable efforts to collect the Accounts Receivable during the period beginning on the Closing Date and ending on the last day of the twelfth full calendar month following the Closing Date (the "**Collection Period**") consistent with Buyers' practices for collection of its accounts receivables; provided, however, that such efforts shall not include hiring attorneys or collection agencies to collect such receivables. Sellers and Buyers agree that any payment received by Buyers or Sellers at any time following the Closing Date from a customer of the Stations that is designated as a payment of a particular invoice or invoices or as a security deposit or other prepayment, shall be applied as designated. Sellers and Buyers further agree that any payment received by Buyers or Sellers at any time following the Closing Date from a customer of the Stations that is not designated as a payment of a particular invoice or invoices or as a security deposit or other prepayment shall be applied to the accounts receivable for such customer outstanding for the longest amount of time, provided that, if Sellers or Buyers received or receives a written notice of dispute from a customer with respect to an accounts receivable that has not been resolved, then any payments from such customer shall be applied to such customer's oldest, non-disputed accounts receivable. Sellers and Buyers further agree that Buyers shall retain all payments with respect to all Accounts Receivable, except as follows: Buyers shall pay to Sellers two-thirds (2/3) of all payments received with respect to all Accounts Receivable in excess of the Prepaid A/R Amount (if any). Buyers shall not discount, adjust or otherwise compromise any Accounts Receivable without the prior consent of the Sellers Receivable Contact. Buyers shall incur no liability to Sellers for any uncollected Accounts Receivable.

(b) On or before the 30<sup>th</sup> day of the calendar month immediately following each calendar month in the Collection Period, Buyers shall deliver to Sellers a detailed statement of the Accounts Receivable and shall deposit into an account identified by Sellers the amounts collected during the preceding calendar month with respect to the Accounts Receivable to the extent they are required to be paid to Sellers pursuant to Section 5.5(a).

(c) Following the expiration of the Collection Period, Buyers shall have no further obligations under this Section 5.5, except that Buyers shall pay over to Sellers any amounts subsequently collected with respect to the Accounts Receivable to the extent they are required to be paid to Sellers pursuant to Section 5.5(a).

(d) During the Collection Period, neither Sellers nor any of its agents, without the consent of Buyers, shall make any direct solicitation of any customers owing the Accounts Receivable. In the event Sellers, at any time during the Collection Period, receive in their cash management lockboxes a payment on an account receivable related to the Stations, Sellers shall immediately notify Buyers of such collection and shall remit such collection to Buyers within five business days for Buyers to apply in accordance with Section 5.5(a).

## **SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYERS AND SELLERS AT CLOSING**

6.1 Conditions to Obligations of Buyers. Unless waived by Buyers in writing, all obligations of Buyers at the Closing are subject to the fulfillment by Sellers prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Sellers contained in this Agreement shall be true and complete, disregarding exceptions relating to materiality and material adverse effect, at and as of the Closing Date as though made at and as of that time, except for (i) any inaccuracy or change that could not reasonably be expected to have a material adverse effect on the business or operations of the Stations as currently operated, (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date, or (iii) changes in any representation or warranty that are contemplated by this Agreement.

(b) Covenants and Conditions. Sellers shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Sellers prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted and shall be in full force and effect. Any renewal applications for the Stations filed prior to the Closing shall have been granted.

(d) Deliveries. Sellers shall stand ready to deliver to Buyers on the Closing Date duly executed assignments pursuant to which Sellers shall convey to Buyers the Assets in accordance with the terms of this Agreement, and such other certificates and similar documents, each duly executed, reasonably requested by Buyers that are reasonably required to evidence and confirm the sale of the Assets in accordance with the terms of this Agreement.

(e) No Order. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyers.

(f) Displacement Notice. From the date of this Agreement until the Closing Date, no Seller shall have received a Displacement Notice or Displacement Notices relating to both WUVF and WLZE.

6.2 Conditions to Obligations of Sellers. Unless waived in writing by Sellers, all obligations of Sellers at the Closing are subject to the fulfillment by Buyers prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyers contained in this Agreement shall be true and complete, disregarding exceptions relating to materiality and material adverse effect, at and as of the Closing Date as though made at and as of that time except for (i) any inaccuracy or change that could not reasonably be expected to have a material adverse effect on Buyers' ability to consummate the transaction and perform their obligations hereunder, (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date, or (iii) changes in any representation or warranty that are contemplated by this Agreement.

(b) Covenants and Conditions. Buyers shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyers prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted and shall be in full force and effect.

(d) Deliveries. Buyers shall stand ready to deliver to Sellers on the Closing Date the balance of the Purchase Price, as adjusted, duly executed assumption agreements pursuant to which Buyers shall assume and undertake to perform Sellers' obligations and liabilities relating to the Stations in accordance with the terms of this Agreement, and such other certificates and similar documents reasonably requested by Sellers, each duly executed, that are reasonably required to evidence and confirm the sale of the Assets in accordance with the terms of this Agreement.

(e) No Order. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyers.

## **SECTION 7. CLOSING**

7.1 Closing. Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place at 10:00 a.m. on the date that is the later of: (a) the first business day immediately following the expiration of the notice periods under the retransmission consent agreements between Network and MVPDs relating to the Stations (unless otherwise agreed by Seller and Buyers) and (b) the date, mutually agreed upon by Sellers and Buyers, that is (i) not earlier than the third business day after the FCC Consent is granted, and (ii) not later than the fifth (5th) business day after the FCC Consent is granted; provided, that if the parties fail to agree on such date, then the date shall be the fifth (5th) business day after the FCC Consent is granted. The Closing shall be held by mail, facsimile or by means of portable document format (pdf) transmission if reasonably feasible, or otherwise at the offices of Dow Lohnes PLLC, 1200 New Hampshire Avenue, N.W., Suite 800, Washington D.C. 20036.

### 7.2 Displacement Notice.

(a) In the event that any Seller shall have received a Displacement Notice relating to KUKC, then, notwithstanding anything herein to the contrary, KUKC and the Assets and Liabilities relating solely to KUKC shall not be conveyed to Buyers at Closing and shall become

Excluded Assets and Excluded Liabilities, and the Purchase Price shall be reduced by the amount allocated to KUKC on Schedule 1.6.

(b) In the event that any Seller shall have received a Displacement Notice relating to WUMN, then, notwithstanding anything herein to the contrary, WUMN and the Assets and Liabilities relating solely to WUMN shall not be conveyed to Buyers at Closing and shall become Excluded Assets and Excluded Liabilities, and the Purchase Price shall be reduced by the amount allocated to WUMN on Schedule 1.6.

(c) In the event that any Seller shall have received a Displacement Notice or Displacement Notices relating to both WUVF and WLZE, then the parties agree that the conditions precedent to the obligations of Buyers set forth in Section 6.1 of this Agreement shall not be satisfied, and Buyers shall have no obligation to consummate the transactions contemplated hereby.

(d) In the event that any Seller shall have received a Displacement Notice relating to either WUVF or WLZE, but not both, then, notwithstanding anything herein to the contrary, the parties shall proceed to Closing but the Purchase Price shall be reduced by the Reduction Amount (as defined on Schedule 1.6) and Buyers and Seller shall proceed as set forth on Schedule 7.2(d) hereto.

## **SECTION 8. TERMINATION AND SPECIFIC PERFORMANCE**

8.1 Termination by Sellers. This Agreement may be terminated by Sellers and the purchase and sale of the Assets abandoned, upon written notice to Buyers, upon the occurrence of any of the following:

(a) Conditions. If Sellers are not then in material default of this Agreement, and if, on the date that would otherwise be the Closing Date, Sellers shall have notified Buyers in writing that one or more of the conditions precedent to the obligations of Sellers set forth in Section 6.2 of this Agreement have not been satisfied by Buyers or waived in writing by Sellers and such condition or conditions shall not have been satisfied by Buyers or waived in writing by Sellers within twenty (20) business days following such notice (such twenty (20) business day period to run concurrently with the twenty (20) business day cure period provided for in Section 4.5); provided that the failure to fulfill such condition is not a result of a breach of warranty or representation or nonfulfillment of any covenant or agreement by Sellers contained in this Agreement.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyers.

(c) Seller Upset Date. For a period of twenty (20) days after the Seller Upset Date (as defined in this Section), if the Closing shall not have occurred by June 20, 2013 (the "**Seller Upset Date**"), provided that if a filing shall have been made with the FCC by any third party that pertains to or becomes associated with an Assignment Application, the Seller Upset Date shall automatically be extended to September 20, 2013; provided, however, if the Closing has not occurred by the Seller Upset Date and all conditions precedent to Sellers' obligation to

close as set forth in Section 6.2 of this Agreement have been satisfied or waived, the Sellers shall not be able to exercise this termination right.

(d) Breach. For a period of twenty (20) days after the expiration of the cure period referenced in this Section 8.1(d), if Sellers are not then in material default of this Agreement and if Buyers have failed to cure any material breach or default of any of their representations, warranties or covenants under this Agreement within twenty (20) business days after Buyers have received written notice of such breach or default from Sellers (such twenty (20) business day period to run concurrently with the twenty (20) business day cure period provided for in Section 4.5).

(e) Mutual Upset Date. If the Closing shall not have occurred by December 20, 2013 (the “**Mutual Upset Date**,” and together with the Seller Upset Date, an “**Upset Date**”); provided, however, if the Closing has not occurred by the Mutual Upset Date and all conditions precedent to Sellers’ obligation to close as set forth in Section 6.2 of this Agreement have been satisfied or waived, the Sellers shall not be able to exercise this termination right until the date that one or more of such conditions precedent has not been satisfied or waived.

8.2 Termination by Buyers. This Agreement may be terminated by Buyers and the purchase and sale of the Assets abandoned, upon written notice to Sellers, upon the occurrence of any of the following:

(a) Conditions. If Buyers are not then in material default of this Agreement, and if, on the date that would otherwise be the Closing Date, Buyers shall have notified Sellers in writing that one or more of the conditions precedent to the obligations of Buyers set forth in Section 6.1 of this Agreement have not been satisfied by Sellers or waived in writing by Buyers and such condition or conditions shall not have been satisfied by Sellers or waived in writing by Buyers within twenty (20) business days following such notice (such twenty (20) business day period to run concurrently with the twenty (20) business day cure period provided for in Section 4.5); provided that the failure to fulfill such condition is not a result of a breach of warranty or representation or nonfulfillment of any covenant or agreement by Buyers contained in this Agreement.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyers.

(c) Breach. For a period of twenty (20) days after the expiration of the cure period referenced in this Section 8.2(c), if Buyers are not then in material default of this Agreement and if Sellers have failed to cure any material breach or default of any of their representations, warranties or covenants under this Agreement within twenty (20) business days after Sellers have received written notice of such breach or default from Buyers (such twenty (20) business day period to run concurrently with the twenty (20) business day cure period provided for in Section 4.5).

(d) Mutual Upset Date. If the Closing shall not have occurred by the Mutual Upset Date; provided, however, if the Closing has not occurred by the Mutual Upset Date and all

conditions precedent to Buyers' obligation to close as set forth in Section 6.1 of this Agreement have been satisfied or waived, the Buyers shall not be able to exercise this termination right until the date that one or more of such conditions precedent has not been satisfied or waived.

(e) Consents. As provided for in Section 4.4.

### 8.3 Rights on Termination.

(a) If this Agreement is terminated pursuant to Section 8.1 or 8.2 and neither party is in material breach of any provision of this Agreement or has failed to satisfy the conditions to Closing at Closing or by the Upset Date due to a party's material breach or default of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets, other than the prompt return of the Deposit and any interest accrued thereon to Buyers.

(b) If this Agreement is terminated by Sellers pursuant to Section 8.1(a) due to Buyers' material breach or default or Section 8.1(d), the Deposit shall be paid to Sellers as Sellers' liquidated damages and shall be the sole remedy for Buyers' material breach or default, and the interest accrued on the Deposit shall be returned to MVG, on behalf of Buyers. Upon such payments, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. The parties understand and agree that the amount of liquidated damages represents Sellers' and Buyers' reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that Sellers terminate this Agreement pursuant to Section 8.1(a) due to Buyers' material breach or default of this Agreement or Section 8.1(d), the payment of the Deposit pursuant to this Section 8.3(b) shall be Sellers' sole and exclusive remedy for damages of any nature or kind that Sellers may suffer as a result of Buyers' breach or default under this Agreement.

(c) If this Agreement is terminated for any reason other than by Sellers pursuant to Section 8.1(a) due to Buyers' material breach or default or Section 8.1(d), the Deposit and any interest accrued thereon shall be returned promptly to MVG, on behalf of Buyers, and Buyers and Sellers shall have all rights and remedies available at law or equity.

8.4 Specific Performance. The parties recognize and agree that each party has relied on this Agreement and expended considerable effort and resources related to the transactions contemplated hereunder, that the right and benefits conferred upon each party herein are unique, and that damages may not be adequate to compensate a party in the event the other party refuses to consummate the transactions contemplated hereunder in accordance with the terms and conditions hereof. The parties therefore agree that, in addition to any and all remedies available, prior to Closing, each party shall be entitled, at their option and in lieu of terminating this Agreement pursuant to Section 8.1 or Section 8.2, to have this Agreement specifically enforced by a court of competent jurisdiction without regard to any contrary principles of law. Without the necessity of proving the inadequacy of monetary damages or any other remedy and without regard to anything to the contrary contained in applicable law, the parties hereto further agree that the only objection a party may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

**SECTION 9. MISCELLANEOUS.**

9.1 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Sellers to Buyers pursuant to this Agreement shall be split equally (50/50) by Sellers and Buyers. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

9.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service, or registered or certified mail, return receipt requested, or sent by email, if delivery confirmed, (c) deemed to have been given on the date of personal delivery, or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

If to any Seller:

c/o 1001 Boardwalk Springs Place, Suite 111  
O'Fallon, MO 63368  
Fax: 636-695-4128  
Attn: Duane Lammers, President

c/o Silver Point Capital, L.P.  
2 Greenwich Plaza  
Greenwich, CT 06830  
Attention: Anthony DiNello  
Email: adinello@silverpointcapital.com and  
CreditAdmin@silverpointcapital.com

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

Dow Lohnes PLLC  
1200 New Hampshire Ave., N.W., Suite 800  
Washington, DC 20036-6802  
Attention: Michael D. Basile, Esq.  
Email: mdbasile@dowlohn.com

If to Buyers:

Media Vista Group, LLC  
5405 Taylor Road  
Suite 10  
Naples, FL 34109  
Attention: Orlando Rosales  
Email: orlando@mediavista.tv

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

Lerman Senter PLLC  
2000 K Street NW, Suite 600  
Washington, DC 20006  
Attention: Sally A. Buckman, Esq.

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.2.

9.3 Entire Agreement; Amendment. This Agreement, the Escrow Agreement, the Confidentiality Agreement, dated as of February 5, 2010, as amended, modified, or extended, between Silver Point Finance, LLC and Media Vista, Inc. (the “**Confidentiality Agreement**”), the exhibits and schedules hereto (which are hereby incorporated herein by reference), and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyers and Sellers with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties thereto. No waiver of compliance with any provision of this Agreement will be effective unless evidenced by an instrument evidenced in writing and signed by the parties thereto.

9.4 Interpretation. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibit referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. As used in this Agreement, the word “including” is not limiting, and the word “or” is not exclusive. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms’ length and that the final terms of this Agreement are the product of the parties’ negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby.

9.5 Counterparts. This Agreement may be executed (including by means of portable document format (pdf) transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other parties hereto.

9.6 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

9.7 Governing Law. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law.

9.8 Venue. The parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within New York County, State of New York and any appellate court from any such court, for the

resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.2.

9.9 Waiver of Jury Trial. The parties hereto hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation (whether as claim, counterclaim, affirmative defense or otherwise) in connection with or in any way related to this Agreement or course of conduct, course of dealing, statements (whether verbal or written), action or inactions by any party.

9.10 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Sellers, Buyers and their respective heirs, successors, and permitted assigns. Neither Buyers nor Sellers may assign this Agreement without the prior written consent of the other; provided, however, that, without the consent of Sellers, Buyers may assign their rights under this Agreement, in whole or in part to any direct or indirect wholly-owned subsidiary of any Buyer.

9.11 Confidentiality. The Confidentiality Agreement is hereby incorporated into this Agreement by reference, and Buyers and Sellers hereby agree that, for the avoidance of doubt, each Buyer shall be deemed to be a “Recipient” thereunder, and each Seller shall be deemed to be a “Disclosing Party” thereunder and that they shall be bound by the terms of the Confidentiality Agreement and the terms thereof shall be extended to the earlier of the date of the Closing and the date that is two years after the date of execution of this Agreement.

9.12 Press Release. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities and publishing notices as may, in its reasonable judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

9.13 Survival; Indemnification.

(a) The representations, warranties and covenants to be performed after the Closing contained in this Agreement shall survive the Closing for a period of twelve (12) months from the Closing Date. Except with respect to covenants to be performed after the Closing, the covenants contained in this Agreement and in any agreement or document executed herewith shall not survive the Closing and shall terminate upon Closing.

(b) Sellers shall indemnify, defend and hold harmless Buyers and their affiliates, officers, shareholders, directors, employees, agents and representatives (collectively,

the “**Buyer Indemnified Parties**”) from and against any and all liability, actions, claims, demands, losses, expenses (including but not limited to attorney’s fees) or damages (“**Losses**”) arising out of or resulting from (i) any breach of any of Sellers’ representations or warranties contained in this Agreement; (ii) any breach or nonfulfillment of any agreement or covenant of Sellers under the terms of this Agreement; (iii) the Excluded Liabilities; (iv) all Liabilities for Taxes of Sellers relating to the Assets (other than Taxes related to the transfer of the Assets which shall be allocated in accordance with Section 9.1) for any tax period (or portion thereof) ending on or before the Closing; and (v) any breach of Sellers’ representations or warranties or agreements contained in this Agreement relating to title to the Assets (the matters set forth in Sections 9.13(b)(iv) and (v), being the “**Fundamental Indemnification Matters**”). Except in the case of fraud or willful misconduct and except for Losses relating to Fundamental Indemnification Matters, Sellers shall have no liability to the Buyer Indemnified Parties under this Section 9.13(b) until, and only to the extent that, the Buyer Indemnified Parties’ aggregate Losses exceed an amount equal to \$25,000, and the maximum liability of Sellers under Section 9.13(b) shall be an amount equal to \$350,000. Except in the case of fraud or willful misconduct and except for Losses relating to Fundamental Indemnification Matters, the Indemnity Escrow shall be the sole source of funds for the indemnification obligations of Sellers under this Agreement.

(c) Buyers shall indemnify, defend and hold harmless Sellers and their affiliates, officers, shareholders, directors, employees, agents and representatives (collectively, the “**Seller Indemnified Parties**”) from and against any and all Losses arising out of or resulting from (i) any breach of any of Buyers’ representations or warranties contained in this Agreement; (ii) any breach or nonfulfillment of any agreement or covenant of Buyers under the terms of this Agreement; and (iii) the Assumed Liabilities. Buyers shall have no liability to the Seller Indemnified Parties under this Section 9.13(c) until, and only to the extent that, the Seller Indemnified Parties’ aggregate Losses exceed an amount equal to \$25,000, and the maximum liability of Buyers under this Section 9.13(c) shall be an amount equal to \$350,000.

(d) The indemnification provisions in this Section 9.13 sets forth the exclusive remedies of the parties hereto following the Closing for a breach of a representation, warranty or covenant under this Agreement or any other claims relating to this Agreement after the Closing, except in the case of another party’s fraud or willful misconduct.

(e)(i) Any person claiming indemnification (the “**Claimant**”) shall promptly give notice to the party from which indemnification is claimed (the “**Indemnifying Party**”) of any claim (a “**Claim Notice**”), specifying in reasonable detail the factual basis for the claim, and the amount thereof, estimated in good faith, all with reasonable particularity. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, then such Claim Notice shall be given by Claimant within ten (10) business days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and claim documents, all other relevant documents in the possession of the Claimant; provided, however, that the failure or delay of the Claimant to provide such Claim Notice shall not release the Indemnifying Party from any of its obligations under this Section 9.13 unless (and then solely to the extent) the Indemnifying Party is prejudiced thereby.

(ii) With respect to claims solely between the parties, during the thirty (30) day period after receipt of a Claim Notice (the “**Claim Review Period**”), the Indemnifying Party may make such investigation of the claim as the Indemnifying Party reasonably deems necessary or desirable, and the Claimant agrees to make available to the Indemnifying Party and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the Claim Review Period to the validity and amount of a claim, then the Indemnifying Party shall promptly pay to the Claimant the full amount of the claim or submit a Joint Notice to the Escrow Agent as provided for in Section 1.7, as appropriate. If the Claimant and the Indemnifying Party do not agree within such thirty (30) day period as to all claims in a Claim Notice, then the Claimant may seek appropriate remedy at law or equity, as applicable, subject to the terms and limitations hereof.

(iii) With respect to any claim by any other third party against the Claimant (a “**Third Party Claim**”), the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall reasonably cooperate with the Indemnifying Party; provided, however, that the Claimant shall be entitled to participate in any such defense with separate counsel at the expense of the Claimant if in the reasonable opinion of counsel to the Claimant a conflict or potential conflict exists between the Claimant and the Indemnifying Party that would make such separate representation advisable. If the Indemnifying Party elects to assume control of the defense of any Third Party Claim, then (i) the Claimant shall have the right to participate in the defense of such claim at its own expense and shall not settle or compromise the Third Party Claim, and (ii) the Indemnifying Party shall have the power and authority to settle, compromise or consent to the entry of judgment in respect of the Third Party Claim without the consent of the Claimant if the judgment or settlement results only in the payment by the Indemnifying Party of the full amount of money damages (and the Indemnifying Party pays such amount in full) and includes an unconditional release of the Claimant from any and all Liabilities thereunder, and, in all other events, the Indemnifying Party shall not consent to the entry of judgment or enter into any settlement in respect of a Third Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld, conditioned or delayed. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any Third Party Claim, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate, but the Claimant may only settle such Third Party Claim with the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Claimant shall make available to the Indemnifying Party or its representatives all records and other materials in the Claimant’s possession reasonably required by them for their use in contesting or defending any Third Party Claim.

(f) Notwithstanding anything to the contrary contained in this Section 9.13, the Parties shall reasonably cooperate with each other to maximize any available insurance coverage or other Third Party Reimbursements for indemnifiable claims hereunder, and, if any insurance provider for Buyers or Sellers agrees to defend any third party claim, such Party shall tender the defense to such insurance provider and the rights of the Parties between themselves

regarding the assumption and control of such defense shall be subject to the reasonable requirements of such insurance provider. Nothing contained in this paragraph shall require any party to maintain, continue or obtain any insurance coverage.

(g) The amount of any Losses of any person subject to indemnification under this Section 9.13 shall be reduced by the amount, if any, received by the Claimant from any third party (including, without limitation, any insurance provider (such amount being referred to herein as a “**Third Party Reimbursement**”)), with respect to the Losses suffered thereby. If, after receipt by a Claimant of any indemnification payment hereunder, such Claimant receives a Third Party Reimbursement in respect of the same Losses for which indemnification was made and such Third Party Reimbursement was not taken into account in assessing the amount of indemnifiable Losses, then the Claimant shall accept such Third Party Reimbursement for the account of the Indemnifying Party and shall turn over all of such Third Party Reimbursement to the Indemnifying Party up to the amount of the indemnification paid by the Indemnifying Party pursuant to this Agreement.

(h) No claim for indemnification or cause of action arising under or resulting from this Agreement or in any certificate, schedule, agreement, document, or instrument delivered to Sellers under this Agreement or any of the transactions contemplated hereby or thereby may be asserted by any Buyer or Seller against Sellers or Buyers, respectively, for punitive, special, exemplary, contingent, incidental, speculative or consequential damages, including, but not limited to, for lost profits or revenue, for damages calculated on the basis of any multiple, for diminution in value or for any other damages other than actual out-of-pocket damages.

(i) Notwithstanding anything to the contrary contained in this Agreement, payments by an Indemnifying Party in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Claimant.

9.14 Investigation. Buyers acknowledge that they have had the opportunity to conduct a due diligence investigation with respect to this transaction, and, in making the determination to proceed with the transactions contemplated by this Agreement, Buyers have relied on the results of their own independent investigation and are not relying on any statements or representations of Sellers, or any of their employees or agents, other than those representations or warranties expressly set forth in Section 2 hereof. Buyers acknowledge and agree that none of the Sellers, any of their affiliates or any of their respective officers, directors, employers, partners, members, agents or representatives will have or be subject to any liability to Buyers or any officer, director, member or representative of any Buyer resulting from the distribution to Buyers or their representatives or Buyers’ use of, any information provided on behalf of Sellers to Buyers or their representatives, including any confidential memoranda distributed on behalf of Sellers relating to the Stations or the Assets or other publications provided to Buyers or their representatives, or any other document or information in any form provided to Buyers or their representatives in connection with the sale of the Assets and the transactions contemplated hereby, other than as expressly provided in this Agreement, the exhibits and schedules hereto, and all other documents and certificates to be delivered by the parties pursuant hereto. Buyers further acknowledge that, to the extent the Buyers, by reason of negotiations with the Network

prior to the date hereof, received notice that any representation and warranty made herein by the Sellers is inaccurate or untrue, this constitutes a release and waiver of any and all actions, claims, suits, damages or rights to indemnity, at law or in equity, against Sellers by Buyers arising out of the breach of any such representation and warranty.

9.15 Neutral Construction. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

9.16 No Shop. During the No Shop Period, neither Sellers nor any of their representatives or affiliates, will, directly or indirectly, encourage, solicit or engage in discussions or negotiations with, or provide any information to any person (other than Buyers and their representatives) regarding a sale, transfer or other disposition of the Stations or all or substantially all of the Assets or the FCC Licenses. The "**No Shop Period**" means the period from the date hereof until the earlier of (a) the Closing, (b) the date of termination of this Agreement in accordance with its terms or (c) the date immediately following the expiration of the cure period specified in Section 8.1(d), if Buyers have failed to cure the material breach or default of their representations, warranties or covenants under this Agreement.

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

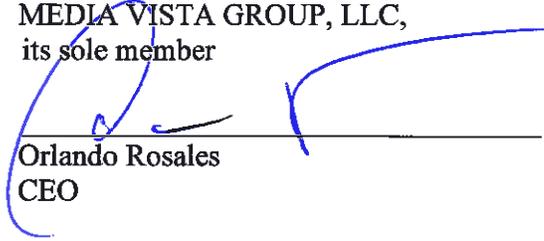
Buyers:

Sellers:

MEDIA VISTA SW FLORIDA, LLC

SP FORT MYERS LLC

By: MEDIA VISTA GROUP, LLC,  
its sole member

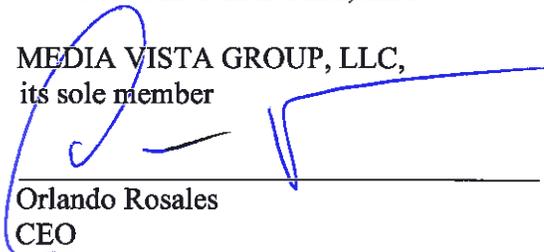
By:   
Orlando Rosales  
CEO

By: \_\_\_\_\_  
Duane Lammers  
President

MEDIA VISTA MINNEAPOLIS, LLC

SP MINNEAPOLIS LLC

By: MEDIA VISTA GROUP, LLC,  
its sole member

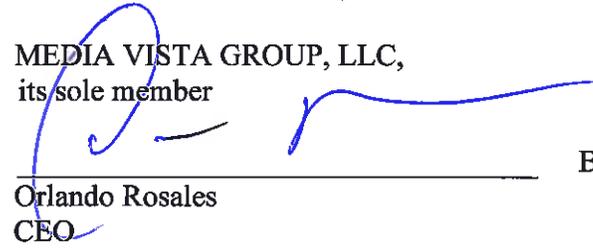
By:   
Orlando Rosales  
CEO

By: \_\_\_\_\_  
Duane Lammers  
President

MEDIA VISTA KANSAS CITY, LLC

SP KANSAS CITY LLC

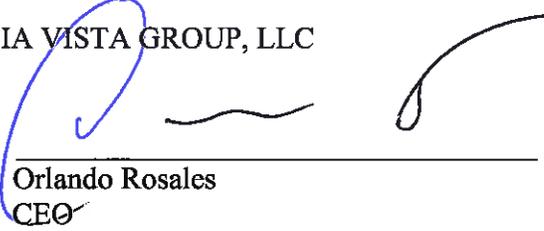
By: MEDIA VISTA GROUP, LLC,  
its sole member

By:   
Orlando Rosales  
CEO

By: \_\_\_\_\_  
Duane Lammers  
President

MEDIA VISTA GROUP, LLC

SP TELEVISION LLC

By:   
Orlando Rosales  
CEO

By: \_\_\_\_\_  
Duane Lammers  
President

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Sellers:

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SP FORT MYERS LLC

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its sole member

By: \_\_\_\_\_  
Orlando Rosales  
CEO

By:   
\_\_\_\_\_  
Duane Lammers  
President

MEDIA VISTA MINNEAPOLIS, LLC

SP MINNEAPOLIS LLC

By: MEDIA VISTA GROUP, LLC,  
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Orlando Rosales  
CEO

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\_\_\_\_\_  
Duane Lammers  
President

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