

EXHIBIT A

CERTAIN DEFINITIONS

“Accounts Receivable” shall have the meaning specified in Section 1.2(b).

“Affiliate” shall mean any member of the immediate family (including spouse, brother, sister, descendant, ancestor or in-law) of any member, director, officer, manager of any Seller or any Entity in which any Seller or any such family member has a five percent (5%) or greater interest or is a director, officer, partner or trustee; provided, however, that The Walt Disney Company shall not be deemed an Affiliate of Sellers for purposes of this Agreement. The term Affiliate shall also include any entity which controls, or is controlled by, or is under common control with any of the individuals or entities described in the preceding sentence.

“Agreement” shall mean the Asset Purchase and Exchange Agreement to which this Exhibit A is attached (including the Sellers Disclosure Schedule and all other schedules and exhibits attached hereto), as it may be amended from time to time.

“Affiliation Agreements” shall have the meaning set forth in Section 6.1(a).

“Apogee” means The Apogee Companies, Inc., a California corporation.

“Apogeo LPTVs” shall have the meaning set forth in third Recital.

“Apogeo Letter” means the letter re: certain undertakings of even date addressed to the Purchaser from Sellers and Apogee.

“Apogeo Phoenix” means Televisión Apogeo de Phoenix, LLC, an Arizona limited liability company.

“Apogeo Tucson” means Televisión Apogeo de Tucson, LLC, an Arizona limited liability company.

“Assignment and Assumption Agreement” shall have the meaning specified in Section 3.2(b).

“Assignment Consent” shall have the meaning specified in Section 1.5(a).

“Assumed Contracts” shall have the meaning specified in Section 1.1(i).

“Assumed Liabilities” shall have the meaning specified in Section 1.3.

“Books and Records” shall have the meaning specified in Section 1.1(n).

“Business” shall mean the operation of KHRR and KDRX.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking and savings and loan institutions are authorized or required by law to be closed in New York City or Arizona.

“Certificate of Formation” shall mean those certain certificates of formation or registration filed in the State of organization for each Seller, as amended from time to time.

“Closing” shall have the meaning specified in Section 3.1.

“Closing Date” shall have the meaning specified in Section 3.1.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commercially Reasonable Efforts” shall mean the efforts that a prudent Person desiring to achieve a particular result would use in a commercial transaction to achieve such result as expeditiously as practicable.

“Communications Act” shall have the meaning specified in Section 4.15(a)(ii).

“Competing Party” shall have the meaning specified in Section 6.3.

“Competing Transaction” shall have the meaning specified in Section 6.3.

“Competitive Activity” shall have the meaning specified in Section 7.6(b).

“Confidential Information” shall have the meaning specified in Section 7.7.

“Consent” shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Approval).

“Contract” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“Contractors” shall have the meaning specified in Section 4.17(a).

“Copyrights” shall mean all copyrights, including in and to works of authorship and all other rights corresponding thereto throughout the world, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof.

“Damages” shall mean and include any loss, damage, injury, decline in value, lost opportunity, Liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including any legal fee, accounting fee, expert fee or advisory fee), charge, cost (including any cost of investigation) or expense of any nature.

“Defined Benefit Plan” shall mean either a plan described in Section 3(35) of ERISA or a plan subject to the minimum funding standards set forth in Section 302 of ERISA and Section 412 of the Code.

“Deposits and Advances” shall have the meaning specified in Section 1.1(k).

“Designated LPTVs” shall mean the low power television stations: KQBN, K43GV and, either KPSW or KDRX.

“Designated LPTV Sale Period” shall have the meaning set forth in Section 7.9.

“DMA” shall mean the Designated Market Area as determined by Nielsen Media Research.

“DTV Buildout” shall have the meaning set specified in Section 4.16.

“Employee Benefit Plan” shall have the meaning specified in Section 3(3) of ERISA.

“Encumbrance” shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

“Entity” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust or company (including any limited liability company or joint stock company).

“Environmental and Safety Laws” shall mean each and every federal, state, local and foreign law, statute, treaty, directive, decision, judgment, award, recognition, decree, rule, code of practice, guidance, order, direction, Consent, authorization, permit, requirement, approval, standard and regulation relating to pollution, protection or preservation of human health and safety or the environment including ambient air, surface water, ground water, land surface or subsurface strata, and natural resources, including health and safety matters, and including each law relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacturing, processing, distribution, use, treatment, generation, storage, containment (whether above ground or underground), disposal, transport or handling of Materials of Environmental Concern, or the preservation of the environment including buildings, equipment, soil, sub-surface strata, air, surface water or ground water or mitigation of adverse effects thereon and each law with regard to record keeping, notification, disclosure and reporting requirements respecting Materials of Environmental Concern.

“Environmental Claim” shall have the meaning specified in Section 4.22(c).

“Environmental Reports” shall have the meaning specified in Section 6.12.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“Estoppel Letters” shall have the meaning specified in Section 9.1(e).

“Excluded Assets” shall have the meaning specified in Section 1.2.

“Excluded Liabilities” shall have the meaning specified in Section 1.4.

“Expected Net Proceeds” shall have the meaning specified on Schedule 7.9.

“FCC” shall mean the Federal Communications Commission of the United States of America and any successor agency.

“FCC Application” shall have the meaning specified in Section 6.9.

“FCC Authorizations” shall have the meaning specified in Section 4.19.

“FCC Consent” means an order or orders of the FCC, or of its staff, acting under delegated authority, consenting to the assignment to Purchaser or Purchaser’s permitted assign of the FCC Authorizations or the KPSW Authorizations as proposed in the FCC Applications, without conditions which are materially adverse to Purchaser or Sellers, the KPSW Property and the Stations, except any such conditions expressly accepted by Purchaser or Sellers in writing.

“Final Order” means an FCC Consent which has not been vacated, reversed, stayed, set aside, annulled or suspended; with respect to which no timely appeal, timely request for stay, or timely petition for reconsideration, rehearing or review by any Person or the FCC on its own motion, is pending; and as to which the time for filing any such timely appeal, timely request, timely petition for reconsideration, rehearing or review by the FCC on its own motion has expired.

“Financial Statements” shall have the meaning specified in Section 4.5(a).

“GAAP” means U.S. generally accepted accounting principles in effect on the date on which they are to be applied pursuant to this Agreement, applied consistently throughout the relevant periods.

“General Assignment and Bill of Sale” shall have the meaning specified in Section 3.2(a).

“Governmental Approval” shall mean any: (a) permit, license, certificate, concession, approval, Consent, ratification, permission, clearance, confirmation, exemption, waiver, franchise, certification, designation, rating, registration, variance, qualification, accreditation, notification, filing or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal,

state, local, municipal, foreign or other government; (c) governmental or quasi governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multinational organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

“Indemnatee” shall have the meaning specified in Section 11.4.

“Indemnitor” shall have the meaning specified in Section 11.4.

“Independent Accounting Firm” shall mean an accounting firm of recognized national standing mutually acceptable to Purchaser and Seller.

“Insurance Policies” shall have the meaning specified in Section 4.11.

“Intellectual Property Rights” shall mean any or all rights in and to intellectual property and intangible property rights, including, without limitation, (i) Trademarks, Copyrights, Patents, Trade Secrets and (ii) any rights similar, corresponding or equivalent to any of the foregoing anywhere in the world.

“Interim Balance Sheet” shall have the meaning specified in Section 4.5(a).

“Interim Balance Sheet Date” shall have the meaning specified in Section 4.5(a).

“IRS” means the Internal Revenue Service.

“K43GV” shall have the meaning set forth in the third Recital.

“KDRX” shall have the meaning set forth in the second Recital.

“KDRX Modifications” shall have the meaning set forth in Section 4.16(b).

“KHRR” shall have the meaning set forth in the first Recital.

“Knowledge” An individual shall be deemed to have “Knowledge” of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter or (ii) (except when Knowledge is stated to be “actual Knowledge”) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a due and diligent inquiry concerning the truth or existence of such fact or other matter. Sellers shall be deemed to have “Knowledge” of a particular fact or other matter if Tom Camp or Jim Johnson has actual knowledge of such fact or other matter after due and diligent inquiry.

“KPSW” shall have the meaning set forth in the fourth Recital.

“KPSW Authorizations” shall mean the FCC Authorizations respecting KPSW.

“KPSW Cash Purchase Payment” shall mean the cash amount payable for the KPSW Property as agreed by the Sellers and Buyer.

“KPSW Property” shall have the meaning set forth in Section 6.13.

“KQBN” shall have the meaning set forth in the third Recital.

“Leased Real Property” shall have the meaning set forth in Section 1.1(g).

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, Order, edict, decree, proclamation, treaty, convention, rule, regulation, permit, ruling, directive, pronouncement, requirement (licensing or otherwise), specification, determination, decision, opinion or interpretation that is or, has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“Liability” shall mean any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

“LLC Operating Agreement” shall mean those certain limited liability company operating agreements entered into by each Seller as of August 1, 1998, with Apogee as member/manager, as amended from time to time.

“LMA” shall have the meaning set forth in Recital 7.

“Material Adverse Effect” means (i) with respect to Purchaser, any event, change or effect that, when taken individually or together with all other adverse events, changes and effects, is or is reasonably likely (a) to be materially adverse to the condition (financial or otherwise), properties, assets, liabilities, business, operations, or results of operations of Purchaser or its subsidiaries, taken as a whole or (b) to prevent or materially delay consummation of the Transaction or otherwise to prevent Purchaser or its subsidiaries from performing their obligations under this Agreement and (ii) with respect to Sellers, any event, change or effect that, when taken individually or together with all other adverse events, changes and effects, is or is reasonably likely (a) to be materially adverse to the condition (financial or otherwise), properties, assets (including Purchased Assets), liabilities (including Assumed Liabilities), business, operations, or results of operations of Sellers, their Subsidiaries, or the Business, taken as a whole or (b) to prevent or materially delay consummation of the Transaction or otherwise to prevent Sellers or their Subsidiaries from performing their obligations under this Agreement; provided, however, that general economic conditions affecting the Tucson/Phoenix region or the television broadcast industry as a whole shall not be considered to be a Material Adverse Effect; and provided, further, that with respect to Sections 4.5 and 4.10(d)(i)(d), material changes in the economic

performance of the Sellers or the Business arising out of competitive market activity not within any Seller's control shall not be considered to be a Material Adverse Effect.

"Materials of Environmental Concern" shall mean hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 6901-6992k; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-11; the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001-11050; or any similar federal or state laws, together with petroleum and petroleum products; asbestos and asbestos-containing materials; and polychlorinated biphenyls.

"Member of the Controlled Group" shall mean each trade or business, whether or not incorporated, that would be treated as a single employer with a Seller under Section 4001 of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Multiemployer Plan" shall mean a plan described in Section 3(37) of ERISA.

"MVPDs" shall have the meaning specified in Section 4.15(a)(i).

"Non-Assignable Asset" shall have the meaning specified in Section 1.5.

"Noncompetition Period" shall have the meaning specified in Section 7.6(a).

"Offer Notice" shall have the meaning specified in Schedule 7.9.

"Order" shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

"Organizational Documents" means with respect to any Entity, the Certificate of Formation, the LLC Operating Agreement and any similar constituent documents.

"Owned and Leased Vehicles" shall have the meaning specified in Section 1.1(h).

"Patents" shall mean all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures related to the Business or any Purchased Assets or Assumed Liabilities.

"Permitted Encumbrances" shall mean, as to any property or asset, (a) liens for Taxes not yet due and payable; (b) statutory liens created in the ordinary course of business that would not or could

not reasonably be expected to have a Material Adverse Effect; (c) restrictions or rights granted to Governmental Authorities under applicable law that would not or could not reasonably be expected to have a Material Adverse Effect; (d) zoning, building, or similar restrictions relating to or affecting property that would not or could not reasonably be expected to have a Material Adverse Effect; and (e) other liens or encumbrances on the Real Property acceptable to the Purchaser.

“Person” shall mean any individual, Entity or Governmental Authority.

“Personal Property” shall have the meaning specified in Section 1.1(b).

“Personal Property Leases” shall have the meaning specified in Section 1.1(i).

“Phoenix Post-Closing LMA” shall have the meaning set forth in the seventh Recital.

“Phoenix Pre-Closing LMA” shall have the meaning set forth in the seventh Recital.

“Post-Closing Period” shall mean any Taxable period beginning after the close of business on the Closing Date or, in the case of any Taxable period which includes, but does not begin, after the close of business on the Closing Date, the portion of such period beginning after the close of business on the Closing Date.

“Post-Closing LMAs” shall have the meaning set forth in the seventh Recital.

“Pre-Closing Incurred Obligations” shall have the meaning specified in Section 2.3(a).

“Pre-Closing LMAs” shall have the meaning set forth in the seventh Recital.

“Pre-Closing Paid Obligations” shall have the meaning specified in Section 2.3(a).

“Pre-Closing Period” shall mean any Taxable period ending on or before the close of business on the Closing Date or, in the case of any Taxable period which includes, but does not end on, the Closing Date, the portion of such period up to and including the Closing Date.

“Proceeding” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or may in the future be commenced, brought, conducted or heard at law or in equity or before any Governmental Authority or any arbitrator or arbitration panel.

“Prorated Obligations” shall have the meaning specified in Section 2.3(a).

“Proration Statement” shall have the meaning specified in Section 2.3(a).

“Purchase Price” shall have the meaning specified in Section 2.1(a).

“Purchased Assets” shall have the meaning specified in Section 1.1.

“Purchaser” shall mean NBC Telemundo Phoenix, Inc., a Delaware corporation.

“Purchaser Damages” shall have the meaning specified in Section 11.2.

“Purchaser Designated LPTV Expenses” shall have the meaning set forth in Schedule 7.9.

“Purchaser Disclosure Schedule” shall have the meaning specified in Article 5.

“Purchaser’s Indemnification Cap” shall have the meaning specified in Section 11.5(b).

“Purchaser’s Basket” shall have the meaning specified in Section 11.5(b).

“Real Property Leases” shall have the meaning specified in Section 1.1(g).

“Rebates and Credits” shall have the meaning specified in Section 1.1(l).

“Registered Intellectual Property Rights” shall mean all United States, international and foreign: (i) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (ii) Copyright registrations and applications to register Copyrights; (iii) Patents, including applications therefor; and (iv) any other Intellectual Property Rights that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.

“Repair Cost” shall have the meaning specified in Section 6.5(a).

“Representatives” shall mean officers, directors, members, officers, managers, employees, attorneys, accountants, advisors, agents, distributors, licensees, shareholders, subsidiaries and lenders of a party. In addition, all Affiliates of Sellers shall be deemed to be “Representatives” of Sellers.

“Required Consent Leases” shall mean those Real Property Leases designated by the Purchaser as requiring an Assignment Consent prior to Closing.

“Restricted Territory” shall have the meaning specified in Section 7.6(c).

“Right of First Refusal” shall have the meaning specified in Schedule 7.9.

“Sellers” shall mean Apogeo Tucson and Apogeo Phoenix.

“Sellers’ Benefit Plans” shall have the meaning specified in Section 4.18.

“Seller Claims” shall have the meaning specified in Section 1.2(i).

“Seller Damages” shall have the meaning specified in Section 11.3.

“Sellers Disclosure Schedule” shall have the meaning specified in Article 4.

"Seller Intellectual Property" shall have the meaning specified in Section 1.1(c).

"Sellers' Basket" shall have the meaning specified in Section 11.5(a).

"Sellers' Indemnification Cap" shall have the meaning specified in Section 11.5(a).

"Stations" shall mean KHRR and KDRX.

"South 33rd" shall have the meaning set forth in the seventh Recital.

"South 33rd Lease" means that certain Standard Industrial/Commercial Single-Tenant Lease dated August 18, 2000, by and between South 33rd, as landlord and Apogeo Phoenix, as tenant.

"Subsidiary" shall have the meaning specified in Section 1.4.

"Survival Date" shall have the meaning specified in Section 11.1.

"Tax" (and, with correlative meaning, "Taxes" and "Taxable") means any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount and any interest on such penalty, addition to tax or additional amount, imposed by any Tax Authority.

"Tax Authority" means Governmental Authority responsible for the imposition, assessment or collection of any Tax (domestic or foreign).

"Tax Return" shall mean any return, statement, declaration, notice, certificate or other document that is or has been filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement related to any Tax.

"Telemundo" shall have the meaning specified in Section 6.1(a).

"Trade Secrets" shall mean all trade secrets under applicable law and other rights in know-how and confidential or proprietary information, processing, manufacturing or marketing information, including new developments, inventions, processes, ideas or other proprietary information that provide any Seller with advantages over competitors who do not know or use it and documentation thereof (including related papers, blueprints, drawings, chemical compositions, formulae, diaries, notebooks, specifications, designs, methods of manufacture and data processing software, compilations of information) and all claims and rights related thereto.

"Trademarks" shall mean any and all trademarks, service marks, logos, trade names, corporate names, Internet domain names and addresses and general-use e-mail addresses, and all goodwill associated therewith throughout the world.

“Transaction” shall mean, collectively, the transactions contemplated by this Agreement.

“Transaction Agreements” shall mean this Agreement and all other agreements, certificates, instruments, documents and writings delivered by Purchaser and/or Sellers in connection with the Transaction other than materials received from Seller in connection with Purchaser’s due diligence requests.

“Transfer Taxes” shall mean all federal, state, local or foreign sales, use, transfer, real property transfer, mortgage recording, stamp duty, value-added, gross receipts or similar Taxes that may be imposed in connection with the transfer of Purchased Assets or assumption of Assumed Liabilities, together with any interest, additions to Tax or penalties with respect thereto and any interest in respect of such additions to Tax or penalties.

“Tucson Post-Closing LMA” shall have the meaning set forth in the seventh Recital.

“Tucson Pre-Closing LMA” shall have the meaning set forth in the seventh Recital.

“UCC” shall mean the Uniform Commercial Code.

“WARN Act” shall have the meaning specified in Section 4.17(d).

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C
POST-CLOSING LMA