

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered into as of this 6th day of May, 2015 (the “Effective Date”) by and between **ERNESTO S. BUSTOS**, an individual whose business address is 5110 SE Stark Street, Portland, Oregon 97215 (“Seller”) and **OTA BROADCASTING (CLT), LLC**, a Delaware limited liability company (“Buyer”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Seller is the licensee and operator of Class A low power television broadcast station WTBL-CD, Lenoir, North Carolina (FCC Facility Id. 54983) (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”);

WHEREAS, Seller owns or leases all other assets used in connection with the operation of the Station; and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to purchase substantially all of the assets owned or leased by Seller and used in connection with the operation of the Station;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: SALE AND PURCHASE

1.1 **Station Assets**. Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as defined below) all assets, properties, interest and rights of Seller currently used or held for use in connection with the operation of the Station (collectively, the “Station Assets”), but excluding the Excluded Assets (as defined below). The Station Assets shall include, without limitation, the following:

(a) **Licenses and Authorizations**. All licenses, authorizations, permits, granted construction permits, and all pending applications for FCC licenses, permits, and authorizations applied for or issued with respect to the Station by the FCC (the “FCC Authorizations”), by the Federal Aviation Administration (“FAA”), and by any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Station, including without limitation those listed on Schedule 1.1(a) attached hereto;

(b) **Tangible Personal Property**. The machinery and equipment, transmitters, wave guide, antennas, vehicles, furniture, fixtures, computers, software, inventory, cables, spare parts and other tangible personal property (including associated manufacturers and vendor warranties) used or held for use in connection with the conduct of the business and operation of the Station, including, but not limited to all tangible property listed and described on Schedule 1.1(b)

attached hereto, and any additions and improvements thereto between the Effective Date and the Closing Date (collectively, the “Tangible Personal Property”)

(c) **Reserved**;

(d) **Contracts**. Subject to the third sentence of Section 8.6 herein, all (i) contracts, agreements and leases listed on Schedule 1.1(d), including the WTBL Brokerage and Programming Agreement (“WTBL TBA”) dated as of August 7, 2014 between Seller and Gene Norman and/or Dean Norman (“Normans”) and (ii) other reasonable and customary Station contracts, agreements and leases approved in writing by Buyer which are entered into between the Effective Date and the Closing Date (collectively, the “Assumed Contracts”);

(e) **Intangible Property**. All the Seller’s rights in Station’s call letters and in any trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property owned or leased by Seller used or held for use in the operation of the Station, including without limitation those listed on Schedule 1.1(e), and all goodwill associated with the foregoing (collectively, the “Intangible Property”);

(f) **Files and Records**. The Station’s public inspection file, filings with the FCC relating to the Station, and such other technical information, engineering data, books and records that relate to the Station and the Station Assets being conveyed hereunder; all sales and promotional literature, manuals and data, sales and purchase correspondence, advertiser lists, lists of present and former suppliers, and lists of present and former customers that relate to the Station and the Station Assets;

(g) **Claims**. Any and all claims and rights against third parties if and to the extent that they relate to Station Assets, including, without limitation, all rights under manufacturers’ and vendors’ warranties; and

(h) **Prepaid Items**. All deposits, reserves and prepaid expenses relating to the Station Assets and prepaid taxes relating to the Station Assets, pro-rated as of Closing.

1.2 **Excluded Assets**. The following shall be excluded from the Station Assets and retained by Seller (collectively, the “Excluded Assets”):

(a) **Cash**. All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller;

(b) **Accounts Receivable**. All accounts receivable of Seller arising from the operation of the Station prior to the Closing which are outstanding and uncollected as of the Closing (the “Accounts Receivable”);

(c) **Insurance**. Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items, any cash

surrender value in regard thereto of Seller, and any proceeds from insurance claims made by Seller relating to property or equipment included in the Station Assets that has been repaired, replaced or restored by Seller prior to the Closing Date;

(d) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof;

(e) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes incurred and actually paid by Seller prior to the Closing;

(f) **Personal Property.** Any tangible and intangible personal property of Seller listed on Schedule 1.2(f);

(g) **Books and Records.** Except as provided in Section 1.1(f), all the financial records, account books and general ledgers of Seller, including tax returns and transfer books;

(h) **Employees.** The employees of the Station or of Seller; and

(i) **Contracts.** Any contracts or agreements not listed on Schedule 1.1(d) or otherwise agreed to be assumed under Section 1.1(d)(ii).

1.3 **Liabilities.** At Closing, the Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable, Liens that will be discharged prior to Closing and Buyer's obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts and other Station Assets ("Permitted Liens"). Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities relating to the Assumed Contracts and other Station Assets arising or occurring on or after the Closing. Buyer shall not assume (i) any obligations or liabilities under the Assumed Contracts or other Station Assets relating to the period prior to the Closing; (ii) any obligations or liabilities of Seller which are unrelated to the Station Assets being sold hereunder, (iii) any obligations or liabilities relating to employees of Seller (including any pension obligations or pension withdrawal liabilities), (iv) any obligations or liabilities relating to the Excluded Assets, (v) any federal, state or local franchise, income or other taxes of Seller, or (vi) any other obligations or liabilities of Seller.

1.4 **Purchase Price.**

(a) **Purchase Price.** The purchase price to be paid for the Station Assets will be Five Hundred Fifty Thousand Dollars (\$550,000) (the "**Purchase Price**"), subject to the adjustments described below. Buyer shall pay the Purchase Price less the Escrow Amount to Seller by wire transfer of immediately available funds, at Closing.

(b) **Escrow Deposit.** Buyer's parent deposited Twenty-Seven Thousand Five Hundred Dollars (\$27,500) (the "**Escrow Amount**") of the Purchase Price into an escrow account. The Escrow Amount shall be held and disbursed by JP Morgan Chase Bank, National Association as the escrow agent (the "**Escrow Agent**") pursuant to the terms of that certain escrow agreement attached hereto as **Exhibit A** (the "**Escrow Agreement**"). Any fees charged by the Escrow Agent shall be shared equally by Seller and Buyer. At the Closing, the Parties shall cause the Escrow Amount to be paid to Seller and all interest on the Escrow Amount to be paid to Buyer.

1.5 **Prorations.** The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees (based on the most recent publicly available information about the cost of such regulatory fees for the Station), personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

1.6 **Allocation of Purchase Price.** Prior to the Closing, Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof (the "**Code**"). Such allocation shall be used by Buyer and Seller in their respective filings with all taxing authorities.

ARTICLE 2: FCC CONSENT; CLOSING

2.1 **FCC Consent; Assignment Application.** Buyer and Seller shall prepare, execute, file, and vigorously prosecute an application to the FCC (the "**Assignment Application**") requesting the FCC's consent (the "**FCC Consent**") to the assignment from Seller to Buyer of all FCC Authorizations pertaining to the Station. The Assignment Application shall be filed not later than two (2) business days after the date of the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement. Buyer shall pay the FCC filing fees due in connection with the Assignment Application one-half of which fees shall be credited against the Purchase Price at the Closing. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application. Buyer and Seller shall promptly notify each other of, and provide copies of, all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement, the Assignment Application or the transaction contemplated hereby. If Buyer or Seller becomes aware of any fact which would

prevent or delay the FCC Consent or the Final Order (as defined in Section 2.2), it shall promptly notify the other Party.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than ten (10) business days following the date (i) on which the FCC Consent shall have become a Final Order (as defined below) unless such requirement shall have been waived by Buyer in its sole discretion, and (ii) the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied; and Seller and Buyer agree to cooperate to the extent necessary to obtain the FCC’s extension of the effectiveness of the FCC Consent as may be required. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to the Assignment Application, and such consent shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which action no timely request for stay, petition for rehearing, petition for reconsideration, application for review, or notice of appeal is pending, and as to which the times for filing any such request, petition, application, notice, or appeal, or for reconsideration or review by the FCC on its own motion, shall have expired. The Closing shall be held at the offices of Buyer’s counsel or by exchange of documents via email, or as Seller and Buyer may agree.

2.3 **Assignment of Assumed Contracts at Closing.** In the event any Assumed Contract may not be assigned without the consent of any third party, and such consent has not been obtained as of the Closing, then such Assumed Contract will not be deemed assigned to Buyer until such third party consent is obtained. If consent is subsequently obtained or deemed obtained (by virtue of the passage of time) after Closing, such Assumed Contract shall be deemed assigned by Seller and assumed by Buyer pursuant to this Agreement as of the date of such consent without further action or writing by the Parties. Prior to obtaining any required consent, to the extent permitted by law, Seller agrees to equitably assign its rights in the Assumed Contract to Buyer until such consent is obtained. In doing so, Buyer shall receive all benefits of such Assumed Contract and be obligated to pay any monies owned thereunder, and perform and comply with the terms of such Assumed Contract on Seller’s behalf.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Authorization.** Seller is an individual residing in the State of Oregon. Seller has the legal power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby on Seller’s part, have been duly and validly authorized by Seller, and no other actions on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller’s obligations under, this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors’ rights or the application of principles of equity.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement by Seller will not (i) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Station and to which Seller or any of the Station Assets may be subject, (ii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller or any of the Station Assets, (iii) result in the creation or imposition of any Lien of any nature whatsoever upon any of the Station Assets or (iv) require a notice to or the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent and except as otherwise noted in Schedule 3.10 hereto.

3.3 **Tangible Personal Property.** Schedule 1.1(b) hereto contains a list of the material Tangible Personal Property owned by Seller that will be conveyed to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, and (iii) is operating in full compliance, in all material respects, with the FCC Authorizations and rules and regulations of the FCC and the FAA.

3.4 **Real Property.** Seller holds no fee simple ownership interests in real property used in the operation of the Station. Seller holds no other leasehold (or license) interests for the studios and offices and transmitter sites for the Station. To the knowledge of Seller, there is no pending condemnation or similar proceeding affecting the real property used in the operation of the Station's studio or transmission facilities. Seller's present use of the Station's studio and transmission facilities is in compliance with all applicable zoning codes or other laws. All permanent certificates of occupancy and other consents and approvals required to be obtained by Seller's for use of the Station's studio and transmission facilities from any governmental authority, association or board with jurisdiction over Seller have been issued and are in full force and effect.

3.5 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits, construction permits, or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent that the Station is presently operated. Schedule 1.1(a) includes a true and complete list of all FCC authorizations, licenses, granted construction permits, and all pending applications for FCC licenses, permits, and authorizations applied for in connection with the operation of the Station. Except as listed on Schedule 1.1(a), the FCC Authorizations and other licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, other than (i) as may be set forth on the faces of such FCC Authorizations and other licenses, or (ii) as may be applicable to substantial segments of the Class A television broadcasting industry. To the best of his knowledge, Seller is operating the Station in all material respects in compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws").

The Station is not causing objectionable interference to any other station. There is not now pending, or threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such FCC Authorizations. Except as disclosed on Schedule 1.1(a), Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. There are no pending proceedings before the FCC regarding the Class A status of the Station, and there has been no notice of inquiry or order to show cause issued by the FCC regarding the Class A status of the Station. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects. The operations of the Station do not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency (“RF”) radiation specified in the FCC’s rules and regulations concerning RF radiation. The Station has not been silent or operated on less than the required minimum schedule for a period of time of more than thirty (30) days during the current license term.

3.6 **Title Documents.** The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Station Assets to Buyer, will transfer good and marketable title to the Station Assets, free and clear of all Liens other than Permitted Liens.

3.7 **Employees.** The Station is not a party or subject to any labor union or collective bargaining agreements. Seller, in the operation of the Station, has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll-related taxes, and it has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules or regulations. No labor union or other collective bargaining representative represents or, to the knowledge of Seller, claims to represent any of the employees of the Station. To the knowledge of Seller, there is no effort being made to organize the employees or any group of employees of the Station for purposes of collective bargaining. Seller acknowledges and agrees that Buyer shall have no obligation to offer employment to any employee of Seller or the Station or any post-closing liability with respect to any such employee or for any such employee’s benefits of any kind or nature, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

3.8 **Brokers.** Except for M.C. Alcamo & Co., Inc., there is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Seller. Seller will pay the brokerage commission owed to M.C. Alcamo & Co., Inc.

3.9 **Litigation; Compliance with Law.** Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the

business of the Station or the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending. There is no material litigation or administrative investigation or proceeding pending by or against, or, to Seller's knowledge, threatened against, Seller which relates to the Station or which could materially and adversely affect any of the Station Assets. Seller, with respect to the Station, has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by Seller of the Station Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.10 **Approvals and Consents.** Except as described in Schedule 3.10 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent. Any consents required for the assignment of Seller's rights and obligations under the Assumed Contracts are set forth on Schedule 3.10.

3.11 **Insurance.** All of the material Station Assets that are insurable are insured against loss, injury, or damage at book value. In the event of any loss or damage to the Station Assets prior to Closing, any shortfall between insurance proceeds and replacement value will not excuse Seller's obligation to replace or repair Station Assets to the extent required to meet its delivery obligations to Buyer.

3.12 **Environmental Matters.** To the best of Seller's knowledge: (i) Seller has not, in connection with its business or assets, generated, used, transported, treated, stored, released or disposed of, or to its knowledge, has suffered or knowingly permitted anyone else to generate, use transport, treat, store, release or dispose of any Hazardous Substance (as defined below) in violation of any applicable environmental law; (ii) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of Seller's business which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity; (iii) to the knowledge of Seller no asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any facility used in connection with its business; and (iv) any Hazardous Substance handled or dealt with in any way in connection with Seller's business has been and is being handled or dealt with in all material respects in compliance with all applicable environmental laws. To Seller's knowledge, Seller and the Station are in compliance in all material respects with all environmental, health and safety laws applicable to real property used in the operation of the Station. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller or the Station that asserts that Seller or the Station has violated any environmental, health or safety laws applicable to such real property. Seller has provided Buyer with copies of any Phase I environmental assessments of the real property used in the operation of the Station. "Hazardous Substance" means substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances,"

or any other formulation of any applicable environmental law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, radioactivity, carcinogenicity, reproductive toxicity and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

3.13 **Taxes**. Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid, that could impose liability upon Buyer or the Station. Seller has no knowledge of any event that has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller from any taxing authority, other than such taxes as arise from Buyer's operation of the Station and ownership of the Station Assets.

3.14 **Performance of Assumed Contracts**. Schedule 1.1(d) include all contracts, agreements and leases that relate primarily to the operation of the Station or the ownership of the Station Assets (other than contracts for the sale of advertising time), including, without limitation, all programming and film contracts, syndication contracts, national sales representation contracts, employment contracts, retransmission contracts, distribution contracts and network affiliation contracts, real property leases, income-producing leases and agreements. Seller has fully and timely performed all of its obligations pursuant to each of the Assumed Contracts and is not in material default or breach of any such agreements. Seller has not received notice from any party to any Assumed Contract that such party contends that it is in default or breach under any Assumed Contract. Each of the Assumed Contracts is in full force and effect; and, to the knowledge of Seller, there has not been, and is not, any default or breach under any Assumed Contract by the other party to any Assumed Contract. Except as set forth in Schedule 1.1(d) attached hereto, there have been no modifications, extensions, or amendments of any of the Assumed Contracts, whether oral or written, except as may be contemplated by this Agreement. Seller has not been notified by any other party to any Assumed Contract that such party has a present intent to terminate or not to renew any Assumed Contract. None of the Assumed Contracts included in the Station Assets has as the other party an entity controlled by Seller or any of Seller's owners.

3.15 **Sufficiency of Assets**. The Station Assets are sufficient for the conduct of the business and the operation of the Station as presently operated by Seller.

3.16 **Intellectual Property**. Seller owns or possesses, has valid licenses for or is an authorized user of all Intangible Property, including the Computer Software (defined below) and Information Technology (defined below) necessary to carry on the Station's business as it is currently being operated by Seller. Seller has not received any notice of infringement of or conflict, or has any knowledge of any basis for any such claim, with asserted rights of others with respect to any intellectual property. As used herein, "Computer Software" means all computer software and databases (including source code, object code and all related documentation) and "Information Technology" means rights for use of the computers, Computer Software, firmware, middleware, servers, workstations, routers, hubs, switches, intra-office data communications lines,

and all other information technology equipment and elements, and associated documentation, in each case, which are necessary for the operation of the Station, if any.

3.17 **Absence of Insolvency.** No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting the Seller or any of the Station Assets, are pending or, to the best knowledge of Seller, threatened, and Seller has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

3.18 **Accuracy of Representations and Statements.** No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Seller in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 **Organization and Standing.** Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and at Closing will be qualified to do business in the State of North Carolina.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the certificate of formation, limited liability company agreement or other similar organizational documents of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local

governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Apart from the requirement to obtain the FCC Consent, Buyer is legally, financially, and technically qualified to acquire, and to become the FCC licensee of, the Station and to timely perform its obligations under this Agreement.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 **Brokers.** Except for Media Venture Partners, LLC, there is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Buyer. Buyer will pay the brokerage commission owed to Media Venture Partners, LLC.

4.7 **Accuracy of Representations and Statements.** No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Buyer in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified).

5.1 **Station Documents.** The records, files and other documents kept in connection with the Station shall be maintained by Seller in the usual and ordinary manner consistent with standard broadcast industry practice. Seller shall maintain the FCC Authorizations in accordance with their terms and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC regulations and published policies. Seller shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any necessary modification or renewal applications of the FCC Authorizations or other submissions to the FCC.

5.2 **Maintenance of Station Assets.** Seller shall maintain the Station Assets in good working order consistent with standards of good engineering practice and will replace any of such

property that is used or useful in operation of the Station which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

5.3 **FCC Compliance.** Seller shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in compliance with all applicable laws and FCC regulations and published policies. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses to the FCC, or any material communications from the FCC, or if from any other party directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received by Seller between the date of this Agreement and the Closing Date. Seller will not file any application with the FCC requesting authority to modify the Station's facilities without Buyer's prior written consent and Seller shall take all actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect. Seller shall promptly take all necessary or desirable action to obtain a grant of any required renewal application for the Station, including, but not limited to, negotiating and entering into a tolling agreement with the FCC if necessary.

5.4 **Operation of Station in Ordinary Course.** Except as otherwise provided or permitted in this Agreement or disclosed in writing to and approved in writing by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay and perform all of its obligations with respect to the Station (including those required under the Assumed Contracts) in the ordinary course as such obligations become due. Seller shall not amend or voluntarily terminate any Assumed Contract without Buyer's written approval.

5.5 **Insurance.** Seller shall maintain in full force and effect through the Closing Date its existing property damage, liability, and other insurance with respect to the Station Assets.

5.6 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets that are used or useful in operating the Station without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets, nor create any new Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with the terms of, this Agreement.

5.7 **Compliance with Law.** Seller shall comply in all material respects with all federal, state, and local laws, rules and regulations in connection with the operation of the Station.

5.8 **Access to Facilities, Files and Records.** At the request of Buyer, Seller shall from time to time give or cause to be given to Buyer full access during normal business hours to the Station Assets, and all accounts, books, insurance policies, licenses, agreements, contracts and equipment with respect to the Station; provided, however, that all such access shall require the express consent of Seller and shall be scheduled in a manner reasonably acceptable to Seller.

5.9 **Representations and Warranties and Covenants.** Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to

Seller prior to the Effective Date, of any of the representations, warranties or covenants contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 5.9 will not have any impact on Buyer's Conditions to Closing or serve to limit Buyer's right to indemnification hereunder.

5.10 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out in accordance with its terms.

5.11 **Employees.** Buyer shall have no obligation to offer employment to any employee of Seller or the Station. Buyer shall have no liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

5.12 **WTBL TBA and New Leases.** Seller acknowledges that Buyer desires to assume the WTBL TBA at Closing. In the event the WTBL TBA is terminated in accordance with its terms by the Normans or Seller on or prior to Closing ("TBA Termination Event"), Seller shall cooperate with Buyer and file any applications required to be filed with the FCC to (i) move the Station, if necessary, to a new transmitter location acceptable to Buyer in its sole and reasonable discretion and to (ii) take the Station dark until such move can be completed if necessary. In the event there is a TBA Termination Event, Seller will also cooperate with Buyer to obtain any new leases ("New Leases") required in order for the Station to resume broadcast operations as soon as possible. Buyer shall bear the financial responsibility for any New Leases and all engineering and equipment costs. If the FCC authorizes the Station to begin operating at the new location prior to Closing, then Buyer and Seller shall enter into a Time Brokerage Agreement on terms which are substantially similar to the terms currently provided in the WTBL TBA.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees that from the Effective Date until the completion of the Closing:

6.1 **Representations and Warranties and Covenants.** Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the Effective Date, of any of the representations, warranties or covenants of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 6.1 will not have any impact on Seller's Conditions to Closing or serve to limit Seller's right to indemnification hereunder.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed

under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

7.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC with no conditions materially adverse to Seller.

7.4 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

8.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC and shall have become a Final Order.

8.4 **Absence of Any Material Adverse Change.** There shall have been no material adverse change in the Station Assets, or in the business, operations or condition of the Station.

8.5 **Due Diligence Issues.** Any environmental or engineering issues identified in Buyer's due diligence investigation of the Station shall have been remedied to Buyer's satisfaction, in its sole discretion.

8.6 **WTBL TBA and New Leases.** If the WTBL TBA remains effective at Closing, then Seller shall assign the WTBL TBA to Buyer at Closing. In the event the WTBL TBA has been terminated, then Seller shall have complied with its obligations with respect to a new tower location as provided in Section 5.12. Notwithstanding anything to the contrary contained herein, if the WTBL TBA is terminated by the Normans or by Seller (subject to Buyer's prior written consent), Seller will not be deemed to have breached this Agreement, failed to perform any covenant or be required to deliver the WTBL TBA at Closing and all representations, warranties and covenants related to the WTBL TBA shall be deemed modified to account for such termination and to remove the WTBL TBA as an Assumed Contract hereunder.

8.7 **Deliveries.** Seller has complied with each and every one of the obligations set forth in Section 9.1.

8.8 **Required Consents.** Contracts noted with an asterisk (*) on Schedule 3.10, shall be deemed "Required Consents." Seller shall have obtained and delivered to Buyer all of the Required Consents, if any, described in Schedule 3.10

8.9 **Liens.** No Liens shall exist or have been filed or recorded against the Seller or the Station Assets in the public records of the Secretary of State of Seller's state of residence or in any other jurisdiction that is not fully discharged on the Closing Date. Duly executed UCC releases, mortgage terminations or other similar documents or instruments required to transfer the Station Assets free and clear of Liens (other than Permitted Liens) shall have been delivered by Seller.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a certificate for Seller, dated as of the Closing Date, executed by an officer of Seller, certifying on behalf of Seller that the closing conditions specified in Sections 8.1(a) and (b) have been satisfied;

(b) a bill of sale sufficient to sell, convey, transfer and assign the Tangible Personal Property and all other assets included in the Station Assets (other than the FCC Authorizations and Assumed Contracts) to Buyer free and clear of any Liens, in a form reasonably acceptable to Buyer and Seller (the "Bill of Sale");

(c) an assignment and assumption agreement sufficient to sell, convey, transfer and assign the Assumed Contracts to Buyer free and clear of any Liens, in a form reasonably acceptable to Buyer and Seller (the “Assignment and Assumption Agreement”)(if required);

(d) an assignment and assumption agreement sufficient to assign the FCC Authorizations (including the Station’s call letters) to Buyer, in a form reasonably acceptable to Buyer and Seller (the “FCC Authorizations Assignment and Assumption Agreement”);

(e) assignment and assumption instruments sufficient to assign the Intangible Property from Seller to Buyer (including any trademarks registered with the United States Patent and Trademark Office and domain name transfers assigning the Station’s domain names (if any) included in the Intangible Property) (collectively the “Intangible Property Assignment Documents”);

(f) the Required Consents described in Schedule 3.10;

(g) executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, of any security interests granted in the Station Assets as security for payment of loans and other obligations and of any other Liens (other than Permitted Liens);

(h) certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the transaction contemplated hereby; and

(i) any other documents and instruments of conveyance, assignment and transfer that may be reasonably requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens.

9.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) a certificate for Buyer, dated as of the Closing Date, executed by an officer or other authorized representative of Buyer, certifying on behalf of Buyer that the closing conditions specified in Sections 7.1(a) and (b) have been satisfied;

(b) the payment of the Purchase Price in accordance with Section 1.4;

(c) the Assignment and Assumption Agreement (if required);

(d) the FCC Authorizations Assignment and Assumption Agreement;

(e) the Intangible Property Assignment Documents;

(f) certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement, and the consummation of the transaction contemplated hereby; and

(g) any other documents and instruments of assumption that may be reasonably necessary to effectuate the Closing on the terms provided in this Agreement.

ARTICLE 10: SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Representations and Warranties.** The representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing for eighteen (18) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 3.12, (Environmental) and Section 3.13 (Taxes), and those under Sections 3.1 and 3.6 solely with respect to title, all of which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the Indemnified Party gives the Indemnifying Party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

10.2 General Agreement to Indemnify.

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an “Indemnified Party”) from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys’ fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, “Losses”) asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of or relating to: (i) the failure of any representation or warranty of the Indemnifying Party (defined below) made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such party contained in this Agreement or any collateral agreement to the extent not waived by the other Party hereto. The term “Losses” is expressly limited to such Indemnified Party’s actual out-of-pocket costs and expenses and does not and shall not include consequential or punitive damages unless paid in satisfaction of a Third Party Claim (defined below). Purchase Price Adjustments made pursuant to Section 1.5 of this Agreement shall not be included in any calculation of any Indemnified Party’s total “Losses” for purposes of meeting the Loss threshold provided in Section 10.4

(b) Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to the operation of the Station and/or the ownership of the Station Assets prior to the Closing.

(c) Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by

Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to the operation of the Station and/or the Station Assets from and after the Closing.

10.3 **General Procedures for Indemnification.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the party or parties against whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages; provided, however, that prior to assuming any claim defense, the Indemnifying Party must show the other Party that they have the financial ability to pay out any potential monetary claim before they are allowed to assume its defense. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement, provided that the Indemnifying Party shall pay the cost of defense of both parties by separate counsel if a conflict of interest precludes common representation.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party’s prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

10.4 **Limitations**. Neither Party shall be required to indemnify the other Party under this Article 10 unless (i) written notice of a claim under this Article 10 was received by a Party within eighteen (18) months following the Closing, and (ii) the aggregate claim for Losses exceeds \$5,000, after which the claimant shall be entitled to recover only such portion of the Losses that exceed such amount. In calculating the amount of Losses to Buyer or Seller under Section 10.2 above, such Losses shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Losses. The limitations set forth in this Section 10.4 shall not apply to Third Party Claims against a Party entitled to indemnification under Sections 10.2(b) or (c). The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement, waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any such covenant or agreements, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants and agreements.

10.5 **Exclusive Remedy**. The right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses after the Closing with respect to the transaction contemplated by this Agreement.

ARTICLE 11: TERMINATION

11.1 **Termination**. This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;
- (c) by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;
- (d) by Buyer as provided in Section 12.6 (Risk of Loss);
- (e) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated within eighteen (18) months of the Effective Date of this Agreement; (ii) if,

for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Act with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing, provided, however, that the right to terminate this Agreement under this clause (e) shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

11.2 **Cure Period.** The term “Cure Period” as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until thirty (30) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date; and provided, further, that no cure period shall apply to the Buyer’s failure to timely comply with the provisions of paragraph 9.2(b). Except as set forth below, the termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination.

11.3 **Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

11.4 **Payment of Escrow Amount.**

(a) **Buyer’s Default.** Upon a termination of this Agreement by Seller pursuant to Section 11.1(b) above due to a breach by Buyer of any of its material obligations under this Agreement, Seller’s sole remedy shall be delivery of the Escrow Amount, including all interest earned thereon, from the Escrow Agent, as liquidated damages. Seller and Buyer each acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer’s breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(b) **Seller’s Default.** Upon a termination of this Agreement by Buyer pursuant to Section 11.1(c) due to a breach by Seller of any of its material obligations under this Agreement, Buyer may terminate this Agreement and shall be entitled, in addition to the return of the Escrow Amount (and all accrued interest thereon) from the Escrow Agent, to receive upon such termination, as liquidated damages and not as penalty, the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500) (the “Liquidated Damages Amount”). Instead of terminating this Agreement, upon a default by Seller, Buyer may seek specific performance as provided in Section 11(d) below.

(c) **Other Termination.** Upon a termination of this Agreement for any reason other than as a result of a breach by either Party of its material obligations under this Agreement, Buyer shall be entitled to the return of the Escrow Amount from the Escrow Agent including all

interest earned thereon, and thereafter neither Party shall have any further obligation to the other under this Agreement.

(d) **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and the prevailing party in litigation shall be entitled to receive from the non-prevailing party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing party in enforcing or defending its rights under this provision.

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of North Carolina (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in federal or state courts located in the State of North Carolina having jurisdiction over Caldwell County, North Carolina. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

12.2 **Expenses; Taxes.** Except as provided in Section 2.1 and in this Section 12.2, each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith. Any state or local sales, use, stamp or transfer taxes and other similar taxes payable in connection with consummation of the transactions contemplated herein shall be paid by Buyer.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein and shall be of any force or effect, the terms of which are superseded and replaced by this Agreement. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Except for information about the Station and the Station Assets acquired by Buyer at Closing and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including

requirements of the FCC pursuant to the Assignment Application, Buyer and Seller shall keep confidential all information obtained by it with respect to the other Party in connection with this Agreement. If the transaction contemplated hereby is not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

12.5 Public Announcements.

(a) Prior to the Closing Date, no Party shall, without the approval of the other Party hereto, make any press release or other public announcement concerning the transaction contemplated by this Agreement, except to the extent that such Party shall be so obligated by law, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made after the Assignment Application has been filed with the FCC and that a copy of this Agreement be included as a material part of the Assignment Application, which will be made available for public inspection at the Station and in the FCC's records. The form and substance of the required public notice, to the extent not dictated by the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

12.6 Risk of Loss. The risk of loss to any of the Station Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Asset. Should insurance proceeds be received by Seller for damage or loss taking place prior to Closing, the Purchase Price will be offset by the amount of said proceeds received by Seller. Once Closing has taken place, Buyer shall bear the risk of loss to any of the Station Assets thereafter.

12.7 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, heirs, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof without the prior written consent of Seller, which shall not be withheld unreasonably. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

12.8 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or,

if sent by facsimile communications equipment, delivered by such equipment with a confirmation answerback, addressed as set forth below:

If to **Seller**, then to:

Ernesto S. Bustos
5110 SE Stark Street
Portland, OR 97215
Facsimile: (503) 234-5592

and to (which shall not constitute notice):

Dennis J. Kelly, Esq.
Law Office of Dennis J. Kelly
P.O. Box 41177
Washington, DC 20018-1608
Facsimile: (571) 321-1601

If to **Buyer**, then to:

OTA Broadcasting (CLT), LLC
3201 Jermantown Road
Suite # 380
Fairfax, Virginia 22030
Attention: Bill Tolpegin
Facsimile: (800) 827-5078

and to (which shall not constitute notice):

Paige Fronabarger
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, DC 20037
Fax: (202) 783-5851

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 12.8 providing for the giving of notice.

12.9 Further Assurances. From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all

actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.10 **Partial Invalidity**. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by the FCC or a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

12.11 **Facsimile; Counterparts**. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Facsimile and .pdf signatures to this Agreement shall be acceptable and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER:

ERNESTO S. BUSTOS

A handwritten signature in black ink, appearing to read 'E. S. Bustos', written over a horizontal line.

BUYER:

OTA BROADCASTING (CLT), LLC

By: _____
Name: William Tolpegin
Title: President and Chief Executive Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.


SELLER:

ERNESTO S. BUSTOS

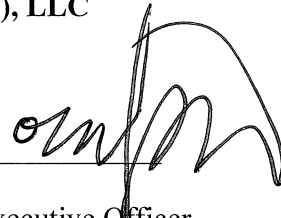
BUYER:

OTA BROADCASTING (CLT), LLC

By:


Name: William Tolpegin

Title: President and Chief Executive Officer



EXHIBITS

Exhibit A Escrow Agreement

SCHEDULES

1.1(a) FCC & Other Governmental Authorizations

1.1(b) Tangible Personal Property

1.1(d) Assumed Contracts

1.1(e) Intangible Property

1.2 (f) Excluded Personal Property

3.10 Required Consents

Exhibit A
Escrow Agreement

See attached.

ESCROW AGREEMENT

(Basic Merger & Acquisition Escrow)

THIS ESCROW AGREEMENT is entered into as of October 20, 2014, by and among OTA Broadcasting, LLC, a Delaware limited liability company ("OTA Parent"), on behalf of its wholly owned subsidiary OTA Broadcasting (CLT), LLC, ("Buyer"), Ernesto S. Bustos, an individual whose business address is 5110 SE Stark Street, Portland, Oregon 97215 ("Seller"), and together with OTA Parent, sometimes referred to individually as "Party" and collectively as the "Parties"), and JPMorgan Chase Bank, NA (the "Escrow Agent").

WHEREAS, the Parties have agreed to deposit in escrow certain funds and wish such deposit to be subject to the terms and conditions set forth herein.

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Fund.** OTA Parent agrees to deposit with Escrow Agent the sum of \$27,500 ("Escrow Deposit"). Escrow Agent shall hold the Escrow Deposit in one or more demand deposit accounts and shall invest and reinvest the Escrow Deposit and the proceeds thereof ("Fund") in a JPMorgan Money Market Deposit Account ("MMDA") or a successor investment offered by Escrow Agent. MMDA accounts have rates of compensation that may vary from time to time based as determined by Escrow Agent. The Parties recognize and agree that instructions to make any other investment ("Alternative Investment"), and any instruction to change investments must be in a writing and executed by an Authorized Representative (as defined in Section 3 below), of OTA Parent and shall specify the type and identity of the investments to be purchased and/or sold. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity and the Escrow Agent or any affiliated entity may act as counterparty with respect to such investments. The Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability for its own purposes of any of any investment hereunder. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Alternative Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. Escrow Agent has no responsibility whatsoever to determine the market or other value of any Alternative Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an Alternative Investment. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative of OTA Parent to give Escrow Agent instructions to invest or reinvest the Fund. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. All interest or other income earned under this Agreement shall be allocated to OTA Parent and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Deposit by OTA Parent whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent and warrant to the Escrow Agent that (i) there is no sale or transfer of a United States Real Property Interest as defined under IRC Section 897(c) in the underlying transaction giving rise to this Agreement; and (ii) such underlying transaction does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

3. **Disposition and Termination.** (a) Upon receipt by Escrow Agent of a joint written notice signed by an Authorized Representative of each of Seller and OTA Parent (the "Joint Notice"), Escrow Agent shall as promptly

as possible deliver the Escrow Deposit, and any interest or earnings thereon, in the such amounts and to such persons or entities at the address(es) provided in the Joint Notice. Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Fund, must be in writing as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an “Authorized Representative”), and delivered to Escrow Agent only by confirmed facsimile or a Portable Document Format (“PDF”) attached to an email on a Business Day only at the fax number or email address set forth in Section 8 below. Each Designation of Authorized Representatives shall be signed by the Secretary, any Assistant Secretary or other duly authorized officer of the named Party. No instruction for or related to the transfer or distribution of the Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 8 and as evidenced by a confirmed transmittal to the Party’s or Parties’ transmitting fax number or email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent. The Parties each acknowledge that Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Party A and/or Party B, respectively, without a verifying call-back as set forth in Section 3(b) below:

<p>OTA Parent:</p> <p>Bank name: Bank of America Bank Address: 11900 Baron Cameron Avenue, Reston, VA 20190 ABA number: 026-009-593 Account name: OTA Broadcasting LLC Account number: 4350-2462-2000 Beneficiary Name: OTA Broadcasting, LLC Beneficiary Address: OTA Broadcasting, LLC 3201 Jermantown Road, Suite 380 Fairfax, Virginia 22030 Attention: Bill Tolpegin</p>	<p>Seller:</p> <p>Bank name: Wells Fargo Bank Address: 4233 NE Sandy Blvd, Portland OR 97213 ABA number: 121000248 Account name: Bustos Media Holdings Account Number: 6013392469 Beneficiary Name: Ernesto S. Bustos Beneficiary Address: 5110 SE Stark St. Portland, OR 97215</p>
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Additionally, the Parties agree that repetitive funds transfer instructions may be given to Escrow Agent for one or more beneficiaries where only the date of the requested transfer, the amount of funds to be transferred, and/or the description of the payment shall change within the repetitive instructions (“Standing Settlement Instructions”). Any such Standing Settlement Instructions shall be set up in writing in advance of any actual transfer request and shall contain complete funds transfer information (as set forth above) for the beneficiary. Any such set-up of Standing Settlement Instructions (other than those established concurrently with the execution of this Agreement), and any changes in existing set-up, shall be confirmed by means of a verifying callback to an Authorized Representative. Standing Settlement Instructions will continue to be followed until cancelled by OTA Parent in a writing signed by an Authorized Representative and delivered to Escrow Agent in accordance with this Section. Once set up as provided herein, Escrow Agent may rely solely upon such Standing Settlement Instructions and all identifying information set forth therein for each beneficiary. Each Party agrees that any Standing Settlement Instructions shall be effective as the funds transfer instructions of such Party or the Parties, as applicable, without requiring a verifying callback, as set forth in Section 3(b) below, if such Standing Settlement Instructions are consistent with previously authenticated Standing Settlement Instructions for that beneficiary.

(b) In the event any other funds transfer instructions are set forth in a permitted instruction from a Party or the Parties in accordance with Section 3(a), Escrow Agent is authorized to seek confirmation of such funds transfer instructions by a single telephone call-back to one of the Authorized Representatives, and Escrow Agent may rely upon the confirmation of anyone purporting to be that Authorized Representative. The persons designated as

Authorized Representatives and telephone numbers for same may be changed only in a writing executed by Authorized Representatives or other duly authorized officer of the applicable Party and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Except as set forth in Section 3(a) above, no funds will be disbursed until an Authorized Representative is able to confirm such instructions by telephone callback. Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and confirmed by an Authorized Representative. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed by an Authorized Representative even though it identifies a person different from the named beneficiary..

(c) The Parties acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and the Parties hereby expressly assume such risks.

(d) As used in this Section 3, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent, this Agreement shall terminate and the related account(s) shall be closed, subject to the provisions of Section 6.

4. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement between the Parties, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Agreement may be disregarded by the Escrow Agent and returned to the sending Party. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or (ii) court order issued by a court of competent jurisdiction (it being understood that the Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Fund, including, without limitation, the Escrow Deposit nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5. **Resignation; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at

which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation date, the Parties have failed to appoint a successor escrow agent, or to instruct the Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent either (a) may interplead the Fund with a court located in the Commonwealth of Pennsylvania and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

6. **Compensation; Acknowledgment.** The Parties agree jointly and severally to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. Each of the Parties further agrees to the disclosures set forth in Schedule 2.

7. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses"), arising out of or in connection with (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnatee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a lien on, right of set-off against and security interest in the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnatee. In furtherance of the foregoing, Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Fund for its own account or for the account of an Indemnatee any amounts due to Escrow Agent or to an Indemnatee under Section 6 or 7. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

8. **Notices.** All communications hereunder shall be in writing or set forth in a PDF attached to an email and shall be delivered strictly in accordance with all applicable terms of this Agreement by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to OTA Parent:	OTA Broadcasting, LLC 3201 Jermentown Road, Suite 380 Fairfax, Virginia 22030 Attention: Bill Tolpegin Tel No.: 703-364-5303 Fax No. (800) 827-5078
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With copies to:	Wilkinson Barker Knauer, LLP 2300 N Street, NW, Suite 700 Washington, D.C. 20037 Attention: Paige Fronabarger Telephone: (202) 783-4141 Fax No.: (202) 783-5851
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If to Seller: Ernesto S. Bustos
5110 SE Stark Street
Portland, Oregon 97215
Telephone: 503-233-5280
Fax No.: (503) 234-5592

With copies to: Dennis J. Kelly
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577
Telephone: (202) 293-2300
Fax No. (571) 312-1601

If to Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Services
4 New York Plaza, 11th Floor
New York, N.Y. 10004
Attention: Florence Hanley/Saverio A. Lunetta
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com

9. **Compliance with Court Orders.** In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to any of the Fund, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.** The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the Commonwealth of Pennsylvania. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed 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 or instruction, as applicable. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (a) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations, and (b) such Party has full power and authority to enter into, execute and deliver this Agreement and to perform all of the duties and

obligations to be performed by it hereunder and (c) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 have been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take the actions specified for such person in the applicable Schedule 1. . Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Fund or this Agreement.

(c) Information. The Parties authorize the Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary or desirable, in the Escrow Agent's opinion, for the purpose of allowing the Escrow Agent to perform its duties and to exercise its powers and rights hereunder; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of the Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) permitted or required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by the Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

OTA PARENT

By: William Tolpegin
Name: William Tolpegin
Title: President and CEO

JPMORGAN CHASE BANK, NA,

By: _____
Name: _____
Title: _____

SELLER

By: _____
Name: Ernesto S. Bustos

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.


OTA PARENT

By: _____
Name: William Tolpegin
Title: President and CEO

SELLER

By: _____
Name: Ernesto S. Bustos

JPMORGAN CHASE BANK, NA,

By: 
Name: **SAVERIO A. LUNETTA**
Title: **VICE PRESIDENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

OTA PARENT

By: _____
Name: William Tolpegin
Title: President and CEO

JPMORGAN CHASE BANK, NA,

By: _____
Name: _____
Title: _____

SELLER

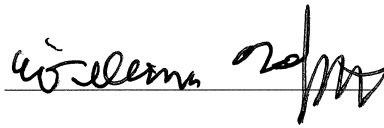
By:  _____
Name: Ernesto S. Bustos

SCHEDULE 1-A
Schedule 1-A

OTA BROADCASTING, LLC
DESIGNATION OF AUTHORIZED
REPRESENTATIVES

The undersigned, William Tolpegin, being the duly elected, qualified and acting Chief Executive Officer of OTA Broadcasting, LLC, a Delaware limited liability company ("OTA Parent"), does hereby certify:

1. That the following person is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated October 20, 2014, by and among OTA Parent, Seller and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite such person's name is the true and genuine signature of such person, and that such person's contact information is current and up-to-date at the date hereof. The Authorized Representative of OTA Parent is authorized to issue instructions, confirm funds transfer instructions by callback and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement.

NAME	SIGNATURE	TELEPHONE & CELL NUMBERS
William Tolpegin		(work) 703-364-5303 (cell) (703) 786-9378

2. That pursuant to OTA Parent's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of OTA Parent, and that the undersigned has so executed this Designation this 20th day of October, 2014.

Signature: _____

Name: William Tolpegin

Title: President and Chief Executive Officer

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-A**

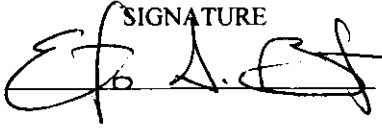
All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

**ERNESTO S. BUSTOS
DESIGNATION OF AUTHORIZED
REPRESENTATIVES**

The undersigned, Ernesto S. Bustos ("Seller"), does hereby certify:

1. That each of the following persons is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated October 20, 2014, by and among OTA Parent, Seller and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite each person's name is the true and genuine signature of such person, and that each person's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement.

NAME	SIGNATURE	TELEPHONE & CELL NUMBERS
Ernesto S. Bustos		503-233-5280 (cell) 916-216-1421

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-B**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Based upon our current understanding of your proposed transaction, our fee proposal is as follows:

Account Acceptance Fee \$WAIVED

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee \$1,500

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-rata for partial years.

Extraordinary Services and Out-of-Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Escrow Agent's then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services thereby incurring additional charges. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review. The Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or conditions or other factors change from those used to set our fees. Payment of the invoice is due upon receipt.

The escrow deposit shall be continuously invested in a JPMorgan Chase Bank money market deposit account ("MMDA"); ; interest bearing demand deposit account. MMDA accounts have rates of interest or compensation that may vary from time to time as determined by the Escrow Agent.

Disclosures and Agreements

Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, you acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's identity verification procedures require Escrow Agent to obtain information which may be used to confirm your identity including without limitation name, address and organizational documents ("identifying information"). You agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom the Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with

applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Abandoned Property. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, you acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a money market deposit account.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Municipal Advisor Rule Representations. By selecting an investment in money market fund, commercial paper or treasury bills ("MMF/CP/TBill Investment Vehicle") for some or all of the funds on deposit in the Escrow Account, each Party represents and warrants to the Escrow Agent that for purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"), none of the funds currently invested in the MMF/CP/TBill Investment Vehicle, or the funds that a Party may seek to invest in the MMF/CP/TBill Investment Vehicle in the future, constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to the Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested in the MMF/CP/TBill Investment Vehicle to enable the foregoing representation to be made. Further, the Customer acknowledges that the Bank will rely on this representation until notified in writing otherwise.

Schedule 1.1(a)
FCC & Other Governmental Authorizations

WTBL-CD, Lenoir, North Carolina (FIN: 54983)

<u>CALL SIGN</u>	<u>FILE NUMBER</u>	<u>APPLICATION TYPE</u>	<u>GRANT DATE</u>	<u>EXPIRATION DATE</u>
WTBL-CD	BLDTA-20120628ABE	Digital Class A Broadcast License	7/18/2012	12/1/2020
WTBL-CD	BRDTA-20120723ABY	Broadcast Renewal	5/20/2013	12/1/2020

Broadcast Auxiliary Station

<u>CALL SIGN</u>	<u>RADIO SERVICE</u>	<u>GRANT DATE</u>	<u>EXPIRATION DATE</u>
WMG408	Studio Transmitter Link	6/28/1993	12/1/2020

- Only FCC consent to transfer WTBL and its STL license
- There is a pending \$13,000 FCC forfeiture order against WTBL relative to children's TV reports and there timely placement in its public file. Even though the forfeiture order has been appealed; Seller will pay the forfeiture before Closing.

Schedule 1.1(b)
Tangible Personal Property

Transmitter site Assets:

- Superior Broadcast 1kW Digital Transmitter
- SCALA Transmitter Antenna
- Transmitter to Antenna Feedline
- Two Watt STL Receive Link

Studio Assets:

- Two Watt 5.8ghz STL transmit Link
- Leightronix Studio Switcher
- Time Base Corrector
- Two professional VHS VCR's
- Four Professional DVD Players
- Four Video Monitors
- Panasonic SVHS Editing System
- EAS Emergency Alert System Decoder
- One C-Band Satellite Dish
- One C-Band Satellite Receiver for Family Network
- One C-Band Satellite Receiver for Mt. Network Television
- One JVC Professional SVHS Camcorder
- Videonics Digital Video Switcher
- One Tascam Audio Mixer
- Two Televisions monitors
- Small four chair conference table
- Two desks and Two office chairs
- One Fax machine
- Two analog telephone units

Schedule 1.1(d)
Assumed Contracts

**See Attached WTBL Brokerage & Programming Agreement with
Dean and Gene Norman**

WTBL BROKERAGE & PROGRAMMING AGREEMENT

THIS BROKERAGE AND PROGRAMMING AGREEMENT (the “Agreement” or the “TBPA”), dated as of August 7, 2014, is made and entered into by and between ERNESTO S. BUSTOS a California resident (the “Licensee”), and Gene Norman and/or Dean Norman, individual(s) residents of Lenoir, North Carolina (individually and collectively “the Programmer”).

WHEREAS, Licensee is authorized by the Federal Communications Commission (the “FCC”) to operate a Class A television station WTBL-LP Lenoir, North Carolina (the “Station”);

WHEREAS, Programmer is engaged in the business of broadcasting and desires to avail itself of the Station’s available broadcast time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Programmer and Licensee agree as follows:

1. Commencement Date. Commencing 12:01 a.m. Eastern Standard Time, on August 1, 2014 (the “Commencement Date”), Licensee shall broadcast, or cause to be broadcast, over the Station’s transmission facilities, certain programming, consisting of religious programming, civic programs, entertainment and informational programs, announcements and advertising (the “Programming”) delivered by Programmer in compliance with the provisions of Section 4 of this Agreement. Programmer shall deliver the Programming to Licensee at Programmer’s expense. The period from the Commencement Date to the termination of this Agreement is the “Operating Period.”

2. Term. This Agreement is effective as of the Commencement Date and shall go on for a minimum of six months, and thereafter on a month to month bases until Licensee gives Programmer sixty (60) days notice of its intent to cancel the Agreement.

3. Payments by Programmer. In consideration of the air time made available to Programmer as provided in this Agreement, Programmer shall pay Licensee as set forth in Appendix A attached hereto and incorporated herein by reference.

4. Programs.

(a) Subject to Licensee’s ultimate control and supervision, during the Operating Period, Programmer shall furnish or cause to be furnished, at its own cost, the Programming in broadcast-ready form for broadcast on the Station at all times other than the times allotted for broadcast of the Licensee Programming (as provided in Section 4(b) below). All Programming shall comply with the Communications Act of 1934, as amended (the “Act”), all other applicable statutes, and the FCC’s rules, policies and requirements, as well as the Licensee’s programming

guidelines. Programmer shall be solely responsible for all costs associated with the production and delivery of the Programming to Licensee.

(b) Licensee reserves the following time period to present programming of Licensee's choice ("Licensee Programming") on Sunday mornings from 3:00 a.m. to 5:00 a.m. Upon reasonable notice from Licensee, Programmer shall make such time available to Licensee otherwise Programmer shall supply Programming during this time period instead of Licensee.

5. Studio Facilities/Contracts. During the Term of this Agreement, Programmer shall have the right to use the equipment and premises of the Station (the "Premises") for producing the Programming and related functions (including the sale of advertising). Programmer may, subject to Licensee's reasonable approval, install and maintain, at Programmer's expense, any equipment necessary for the production and/or delivery of the Programming, including, without limitation, receiving, control, monitoring and server equipment. This Agreement shall not constitute an assignment of any contract or lease to which the Programmer or Licensee are a party to, including, without limitation, any studio or tower leases. Consistent with this Agreement, unless approved in writing by Programmer or Licensee each shall continue to perform its obligations under its own leases necessary to operate the Station in a timely manner, and otherwise keep all such leases in full force and effect.

6. Employment.

(a) Programmer shall employ, and shall be solely responsible for, all costs and expenses relating to salaries, taxes, and other benefits or obligations due or payable with respect to all personnel of Programmer used in the production, delivery or implementation of the Programming hereunder or necessary to fulfill Programmer's obligations hereunder. Programmer's personnel shall be solely accountable to Programmer.

7. Handling of Mail and Station Records. Programmer shall handle all mail, faxes, e-mail or other written correspondence received at the Premises. To the extent that Programmer receives or handles mail or telephone calls in connection with any material broadcast over the Station, Programmer promptly shall advise Licensee, in writing, of any public or FCC complaint or inquiry concerning the Programming or the Licensee's operations. Programmer shall deliver to Licensee copies of all operating and programming information relating to Programmer necessary to maintain the records required to be kept by FCC regulations, rules and policies. Programmer also shall consult with Licensee concerning the Programming to ensure that the Station is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC. Programmer shall provide to the Station such documentation relating to the Programming as Licensee shall request. Particularly the required information as it related to the broadcast of children's programming. Licensee shall be responsible for providing the personnel necessary to maintain complete records for the Station (as required by the FCC) and to compile and file all required reports for the Station.

8. Maintenance of Equipment.

(a) The transmitter equipment and antennas owned by Licensee and used for the Station's broadcasts (the "Transmission Equipment") shall be maintained by Programmer (subject to the Licensee's oversight) in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC. Licensee shall maintain power and modulation of the Station broadcasts in a manner consistent with good engineering practices and the rules and regulations of the FCC.

(b) All equipment necessary for the delivery of the Programming to the Licensee's facilities shall be paid for and/or maintained by Programmer in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC.

9. Responsibility for Production Expenses. Programmer shall pay for all costs associated with producing, providing and delivering the Programming and the sale of advertising time, all fees to ASCAP, BMI and SESAC and any other music licensing organization attributable to the Programming and any other copyright fees attributable to the Programming.

10. Control of the Station. During the Operating Period, Licensee shall retain ultimate control over the Station's facilities and Programmer agrees that Licensee shall be entitled to take any and all steps necessary to maintain such control continuously throughout the Operating Period. Licensee and Programmer acknowledge and agree that Licensee's responsibility to retain control is an essential element of the continuing validity and legality of this Agreement. Licensee shall retain ultimate control, said control to be reasonably exercised, over the finances, personnel, policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, and the right to take any other actions necessary to comply with the laws of the United States and the rules, regulations and policies of the FCC. Licensee shall maintain its main studio at the Premises in compliance with the FCC's rules and regulations and Programmer shall take such actions as Licensee may reasonably request to ensure such requirements are met.

11. Special Events. Licensee has the right to reject any of the Programming and to substitute on a temporary basis programming that, in the reasonable opinion of Licensee, is of greater local or national importance. Licensee confirms that no Programming shall be rejected on the basis of ratings, advertiser reaction, or the availability of alternative programming (including, but not limited to, sporting events or paid programming) that Licensee believes to be more profitable. In the event of permitted rejection and substitution of programming, Licensee shall give Programmer written notice of such rejection and substitution, and the reasons therefor, in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice).

12. Force Majeure. Any failure or impairment (*i.e.*, failure to broadcast at the Station's full authorized power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any acts of God, strikes or threats thereof or *force majeure* or due to any other causes beyond the reasonable control of Licensee or Programmer shall not constitute a breach of this Agreement and Licensee or Programmer, as the case may be, will not be liable to the other party hereto therefor, provided such party uses reasonable diligence to correct such failure or impairment as soon as is reasonably possible. In no event shall Licensee have any liability to Programmer for loss of broadcast time arising from a failure of any Programmer equipment used in connection with the presentation or broadcast of the Programming on the Station. Nor shall Programmer shall be entitled to a credit against the compensation due to Licensee on Appendix A arising from a failure of any Programmer equipment.

13. Station IDs. Programmer shall include in the Programming it delivers for broadcast on the Station an announcement at the beginning of each hour of such Programming to identify the Station's call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use the Station's call letters in its Programming and in any promotional material, in any media, used in connection with the Programming, provided that Programmer does not hold itself forth as the licensee of the Station.

14. Compliance with Law and Other Agreements. Programmer and Licensee shall, throughout the Term, comply in all material respects with the Act, the rules, regulations and policies of the FCC, the terms of the Station's FCC licenses and all other laws and regulations applicable to the conduct of the Station's business.

15. Indemnification; Warranty. Each party (as the case may be, the "Indemnitor" and joint and severally in the case of the Programmer) shall indemnify and hold harmless the other party (as the case may be, the "Indemnatee"), its directors, members, officers, employees, agents and affiliates, as applicable, from and against any and all liability, including without limitation all reasonable attorneys fees, arising out of or incident to the programming furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its members, officers, employees, contractors, agents or affiliates. Without limiting the generality of the foregoing, the Indemnitor shall indemnify and hold and save the Indemnatee, its directors, members, officers, employees, agents and affiliates harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by the Indemnitor.

16. Events of Default. Each of the following shall constitute an "Event of Default" under this Agreement:

(a) Default in Covenants. Programmer's or Licensee's material non-observance or material non-performance of any covenant or agreement contained herein, (provided, however,

that such default shall not constitute an Event of Default hereunder unless such default is not cured within ten (10) days after delivery of written notice thereof to the breaching party by the non-breaching party), except that a default in payment by Programmer must be cured within five (5) business days after delivery of notice thereof to Programmer; or

(b) Breach of Representation. Programmer's or Licensee's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect, as of the time made or furnished, and not cured within fifteen (15) days after delivery of written notice thereof to the breaching party by the non-breaching party; or

(c) Insolvency. The voluntary filing by Programmer or Licensee (or an involuntary filing with respect to Programmer or Licensee not vacated within sixty (60) days after such filing) of a petition for reorganization or dissolution under federal bankruptcy laws or under substantially equivalent state laws.

17. Termination.

(a) Termination upon Sixty Days Notice and/or Event of Default. Commencing six (6) months from the Commencement Date, either party may terminate this Agreement upon written notice giving the other party sixty (60) days notice of the other's intent to terminate the Agreement for any reason and without any further liability to the other. Either party may terminate this Agreement by written notice to the other party upon the occurrence of an Event of Default; provided, however, that the party serving such notice shall not then be in default of its obligations under this Agreement.

(b) Effect of Termination. Upon termination of this Agreement pursuant to this Section 17, each party shall be free to pursue any and all remedies available at law, in equity or otherwise. Licensee, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease making available to Programmer any further broadcast time or broadcast transmission and facilities, and all amounts accrued or payable to Licensee prior to the date of termination which have not been paid shall be immediately due and payable. Programmer, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease providing any further Programming to be broadcast on the Station. In addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, each party hereto shall be entitled to seek reimbursement of reasonable court and legal fees plus costs (including expert witness and other fees) incurred in seeking enforcement of its rights against the other party hereunder.

18. Revenues. Programmer shall receive all revenues attributable to the Programming aired on the Station on and from the Operational Commencement Date and for the period thereafter during the Term of this Agreement.

19. Representations, Warranties and Covenants.

(a) Programmer represents and warrants to, and covenants with, Licensee that:

(i) This Agreement has been duly executed and delivered by Programmer, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles.

(ii) No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by Programmer of this Agreement.

(iii) The execution, delivery and performance of this Agreement will not constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by, any agreement or other instrument to which Programmer is a party or by which any part of its property is bound, or violate any law, regulations, judgment or order binding upon Programmer.

(iv) No proceeding is pending or, to the knowledge of Programmer, threatened against Programmer before any court, government agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(v) Programmer shall present Programming which shall serve the needs and interests of the Station's service area.

(b) Licensee represents and warrants to, and covenants with, Programmer that:

(i) This Agreement has been duly executed and delivered by Licensee, and constitutes its valid and binding obligation, enforceable against Licensee in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles.

(ii) No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by Licensee of this Agreement.

(iii) The execution, delivery and performance of this Agreement will not constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which Licensee is a party or by which any part of Licensee's property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

(iv) No proceeding is pending or, to the knowledge of Licensee, threatened against Licensee before any court, governmental agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

20. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

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

22. Construction. The parties hereto are subject to all Federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for a TBPA and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Section 17 above shall apply.

23. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

25. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not a signatory to the same original or the same counterpart.

26. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered by hand, email read receipt, or one (1) day after deposit with a recognized overnight courier for overnight delivery and addressed as follows:

(a) If to Licensee:

Ernesto S. Bustos
c/o Amador Bustos
5110 SE Stark Street
Portland, OR 97215
e-mail: abustos@bustosmedia.com

(b) If to Programmer:

Dean Norman and/or Gene Norman
230 Morganton Blvd
Lenoir, NC 28645
e-mail: dnorman.ccs@gmail.com and/or
gnorman@caa.k12.nc.us

or such other address as may duly given to each other as provided herein.

27. Entire Agreement. This Agreement embodies the entire agreement between the parties regarding the subject matter of WTBL and/or this TBPA. All prior agreements are hereby cancelled and superseded; in particular, the agreement granting an Option to Terry Smith (dba Mountain Television Network) dated December 16, 2011 which expired on July 31, 2014. There are no other agreements, representations, warranties, or understandings, oral or written with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by both of the parties.

28. Severability and Assignment. If any provision or provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein, provided that the benefits afforded each party hereunder are not materially changed.

29. No Joint Venture. The parties agree that nothing herein shall constitute a joint venture or a principal-agent relationship between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

30. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties hereto and their respective permitted successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

31. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all such further actions, and to do, or cause to be done, all things necessary, proper or advisable in order to fully effectuate the purposes, terms and conditions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Time Brokerage and Programmer Agreement on the date first above written.

ERNESTO S. BUSTOS

By:


Ernesto S. Bustos

GENE NORMAN

By:


Gene Norman

DEAN NORMAN

By:


Dean Norman

APPENDIX A

Starting on the Commencement Date, Programmer shall pay Licensee the amount of **One Thousand Dollars (\$1,000)** and the same amount on the 1st day of each month thereafter until Agreement is terminated. Programmer shall also reimburse to Licensee in a timely manner the following costs of the Station as they become due: rents, utilities, insurance and maintenance and repair costs relating to the Station's studio, tower, and transmitter site facilities.

Schedule 1.1(e)
Intangible Property

WTBL call sign

Schedule 1.2(f)
Excluded Personal Property

None

Schedule 3.10
Required Consents

None other than the Federal Communications Commission (FCC)