

Exhibit H
Option Agreement

OPTION AGREEMENT

This Option Agreement ("Option Agreement") is made and entered into as of this ____ day of _____, _____, by and between and LocusPoint Networks, LLC, a Delaware limited liability company (together with its successors and assigns, "Grantor"), and Marksteiner AG (USA) License Holdco, LLC, an Delaware limited liability company ("Grantee"). Capitalized terms not otherwise defined herein shall have the meaning given them in the Asset Purchase Agreement (hereinafter defined):

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into that certain Asset Purchase Agreement, dated as of March ____, 2014 ("Asset Purchase Agreement"), pursuant to which Grantor has acquired from Grantee substantially all of the assets of Grantee and certain affiliates of Grantee used and useful in the operation of Class A television station WLPH-CD, Miami, FL (FCC Facility ID No. 9614) (hereinafter the "Station"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to enter into, an option to purchase the Station Assets from Grantor subject to the terms and conditions set forth in this Option Agreement, provided that such acquisition of the Station by Grantee is permitted under the rules and regulations of the Federal Communications Commission ("FCC");

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the above recitals and of the mutual promises and covenants hereinafter set forth, the execution, delivery and performance of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. **Option to Purchase.** Pursuant to the terms enumerated below, Grantor hereby grants to Grantee an option ("Option") to acquire from Grantor the Station Assets for a purchase price of Fifteen Million Dollars (\$15,000,000.00) ("Option Purchase Price"), pursuant to the terms of a definitive purchase agreement to be agreed to by the parties within thirty (30) days of the date of the Exercise Notice (hereinafter defined), containing representations, warranties and covenants materially the same as in the Asset Purchase Agreement (the "Purchase Agreement"). The Station Assets shall be free and clear of any liabilities, liens, security interests, pledges, conditions, or encumbrances.

(a) **Term and Exercise of Option.** The Option shall be exercisable for a period of eight (8) years from the date hereof, unless earlier terminated as provided herein and shall only be exercisable within sixty (60) days of any "Triggering Event," as such term is defined below (the "Option Period"). Grantee may exercise this Option at any time during the Option Period by delivering to Grantor written notice of exercise (the "Exercise Notice") and placing the full amount of the Option Purchase Price in an escrow account in a form substantially similar to

the Escrow Agreement (“Option Escrow”). A “Triggering Event” shall be defined as (i) January 1, 2018 if the Auction has not commenced by such date, (ii) the FCC has closed the Auction and the FCC did not acquire through the Auction the spectrum usage rights associated with the Station’s FCC license, or (iii) the FCC has closed the Auction and the FCC has rejected Grantor’s final “bid” in the Auction with respect to the Station by declining to acquire the spectrum rights associated with the Station’s FCC Authorization. Grantor shall promptly notify Grantee in writing upon the occurrence of a Triggering Event. Upon delivery and receipt of the Exercise Notice and funding of the Escrow, the parties agree to negotiate in good faith to enter into the Purchase Agreement within thirty (30) days following the delivery of the Exercise Notice and funding of the Escrow.

(b) Termination of Option. The Option automatically shall terminate without further action by either party immediately following (i) the end of the last possible Option Period unless prior to such time and during an Option Period the Grantee has delivered the Exercise Notice and funded the Escrow or (ii) subject to Section 3 below, the consummation of an arm’s length sale of all or substantially all of the Station Assets, including without limitation the Station’s FCC Authorizations, to any person or entity other than a person or entity that the Buyer controls, that is controlled by, or that is under common control with or has an interest in, or that is otherwise affiliated with the Buyer.

3. Right of First Refusal.

(a) In the event that Grantor receives a *bona fide* third-party offer for the purchase of the Station Assets (including, without limitation, the FCC Authorizations) at any time prior to January 1, 2019 (other than an offer from the FCC as part of the Auction) and Grantor intends to agree to the transaction set forth in such third-party offer, Grantor shall promptly notify Grantee of the terms and conditions of such offer and Grantee shall have a right of first refusal (“Right of First Refusal”) to purchase the Station on materially the same terms and conditions as such offer. Grantee must exercise the Right of First Refusal by written notice to Grantor within thirty (30) days of Grantor’s written notice of the offer (“ROFR Period”) by (i) delivering to Grantor written notice of such exercise (the “ROFR Notice”) and (ii) placing the full amount of the purchase price offered by such third party in an escrow account in a form substantially similar to the Escrow Agreement (“ROFR Escrow”). If Grantee exercises its Right of First Refusal as set forth above, the parties, in good faith shall thereafter enter into an asset purchase agreement that conforms to the offer of the *bona fide* third party without additional terms and conditions, unless mutually agreed to by both Grantor and Grantee; *provided, however,* that if no terms or conditions other than price are set out in the offer, the asset purchase agreement shall then contain terms, conditions, representations and warranties satisfactory to the parties and customary in the industry. Should Grantee not exercise its Right of First Refusal during the ROFR Period by both delivering the ROFR Notice and funding the ROFR Escrow, the Right of First Refusal shall terminate, and Grantor may continue with the sale of the Station to the third party on the terms set forth in the offer.

(b) During any ROFR Period, Grantor shall not sell or transfer (as defined below) or enter into any agreement or commitment (including an option providing a *bona fide* third party with a right to purchase the station), other than the Purchase Agreement contemplated

herein, with respect to the sale or transfer of all or substantially all of the assets of the Station, except as permitted pursuant to Section 10(d) herein. For purposes of this agreement, the term “sale or transfer” shall include any sale, gift, assignment or other disposition, including a disposition under judicial order, legal process, execution, attachment or enforcement or a pledge, trust or other encumbrance, but shall not include relinquishment to the FCC during an Auction of the spectrum usage rights associated with Station’s primary FCC Authorization. The parties agree and acknowledge that nothing set forth herein shall limit the ability of Grantor to market the Station to, or solicit offers for the purchase of the Station from, *bona fide* third parties at any time, subject to Grantor’s obligations set forth in Section 2 of Exhibit G to the Asset Purchase Agreement.

(c) The Right of First Refusal automatically shall terminate without further action by either party upon the earlier of (i) January 1, 2019, unless prior to such time the Grantee has delivered the ROFR Notice and funded the ROFR Escrow, or (ii) the consummation of the sale of the Station to a third party as specified in Section 3(a).

4. FCC Consent. Within the time periods provided in the Purchase Agreement following the execution thereof, the parties shall jointly file such application or applications as may be required to obtain the consent of the FCC to the assignment of the Station's Authorizations from Grantor to Grantee, or Grantee’s assignee.

5. Preconditions to Grantor’s Obligation to Close if Option Exercised.

(a) The FCC shall have granted an application to assign the FCC Authorizations of the Station to Grantee (or an entity commonly owned by or under common control with Grantee) pursuant to a final order (unless Grantee, in its sole discretion, waives the finality obligation).

(b) Grantee shall have met any and all other preconditions established in the Purchase Agreement contemplated by this Option Agreement.

6. Preconditions to Grantee’s Obligation to Close if Option Exercised.

(a) The FCC shall have granted an application to assign the FCC Authorizations of the Station to Grantee (or an entity commonly owned by or under common control with Grantee) pursuant to a final order (unless Grantee, in its sole discretion, waives the finality obligation).

(b) Grantor shall have met any and all other preconditions established in the Purchase Agreement contemplated by this Option Agreement.

7. Representations and Warranties of Grantee. Grantee hereby represents and warrants to Grantor as follows:

(a) Organization and Standing; Power and Authority. Grantee has the power and authority to own, lease and operate its assets, to carry on its business as currently conducted,

and to enter into and perform the terms of this Option Agreement and of the documents and instruments called for herein and to consummate the transactions contemplated hereby and thereby.

(b) Authorization; Binding Obligation; Consents. The execution, delivery and performance by Grantee of this Option Agreement and of the documents and instruments called for herein, and the consummation of the transactions contemplated hereby and by such documents and instruments have been duly and validly authorized by all necessary action on the part of Grantee. This Option Agreement constitutes, and upon execution and delivery each of such document and instrument will constitute, a valid and binding agreement and obligation of Grantee enforceable in accordance with its terms. The execution, delivery and performance by Grantee of this Option Agreement and the agreements and instruments called for hereunder will not require the consent, approval or authorization of any person, entity or governmental authority and will not conflict with or result in a breach of, or default under, the operating agreement of Grantee, or any law, judgment, ordinance, decree, rule or regulation of any governmental entity, any contract or other obligation of Grantee.

(c) Proceedings. There is no claim, legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding, nor any decree, order or judgment, pending, in progress or, to the knowledge of Grantee, threatened against Grantee which will prevent Grantee from complying with its representations and obligations hereunder.

(d) Qualification. Grantee is not aware of any fact which would disqualify it from completing the transactions contemplated hereunder, and Grantee is and shall remain legally, financially, and technically qualified to acquire and to become the FCC licensee of the Station.

(e) Representations. No representation made by Grantee in this Option Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact required to make any statement contained herein or therein true.

8. Representations and Warranties of Grantor. Grantor hereby represents and warrants to Grantee as follows:

(a) Organization and Standing; Power and Authority. Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Grantor has the power and authority to own, lease and operate its assets, to carry on its business as currently conducted, and to enter into and perform the terms of this Option Agreement and of the documents and instruments called for herein and to consummate the transactions contemplated hereby and thereby.

(b) Authorization; Binding Obligation; Consents. The execution, delivery and performance by Grantor of this Option Agreement and of the documents and instruments called for herein, and the consummation of the transactions contemplated hereby and by such documents and instruments have been duly and validly authorized by all necessary action on the part of Grantor. This Option Agreement constitutes, and upon execution and delivery each of

such document and instrument will constitute, a valid and binding agreement and obligation of Grantor enforceable in accordance with its terms. The execution, delivery and performance by Grantor of this Option Agreement and the agreements and instruments called for hereunder will not require the consent, approval or authorization of any person, entity or governmental authority and will not conflict with or result in a breach of, or default under, the operating agreement of Grantor, or any law, judgment, ordinance, decree, rule or regulation of any governmental entity, any contract or other obligation of Grantor.

(c) Title to Station Assets. Grantor is, or shall be, the direct record and beneficial owner of the assets used and useful in the operation of the Station, and has good, valid and marketable title to such interest, free and clear of all liens and other encumbrances.

(d) Proceedings. There is no claim, legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding, nor any decree, order or judgment, pending, in progress or, to the knowledge of Grantor, threatened against Grantor which might will prevent Grantor from complying with its representations and obligations hereunder.

(e) Qualification. Grantor is not aware of any fact which would disqualify it from completing the transactions contemplated hereunder.

(f) Representations. No representation made by Grantor in this Option Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact required to make any statement contained herein or therein true.

9. Specific Performance. Grantor and Grantee acknowledge that the subject matter of this Option Agreement is unique and that there is no adequate remedy at law if any of the parties hereto fails to perform any of its obligations hereunder, and the parties hereto therefore confirm and agree that its respective rights to specific performance are essential to protect its rights and interests. Moreover, Grantor specifically acknowledges that the consideration paid by Grantee for the Option is sufficient to bind Grantee to the terms of this Option Agreement and Grantee specifically waives any claims or defenses due to the sufficiency of consideration paid by Grantee for the Option. Accordingly, in addition to any other remedies which Grantor or Grantee may have hereunder or at law or in equity or otherwise, the parties agree that any party hereto shall have the right to have all obligations, undertakings, agreements and other provisions of this Option Agreement specifically performed by Grantor or Grantee (as the case may be) and that Grantor or Grantee shall have the right to obtain an order or decree of such specific performance in any of the courts of the United States or of any state or other political subdivision thereof.

10. Miscellaneous.

(a) Additional Actions and Documents. Each of the parties hereto agrees to take or cause to be taken such further reasonable actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such

consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Option Agreement.

(b) Whether or not the transactions contemplated hereby are consummated, except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses.

(c) Notices. All notices, requests, demands or other communications that may be or are required to be given, served or sent by any party to any other party pursuant to this Option Agreement shall be in writing and shall be hand delivered or mailed in accordance with the notice provisions in the Asset Purchase Agreement.

(d) Assignment. Grantor may not assign this Option Agreement without the prior written consent of Grantee, except that Grantor may assign its rights or obligations under this Option Agreement upon written notice to Seller, but without Seller's consent, in whole or in part to one or more companies controlled by Buyer that assume all of Buyer's obligations hereunder and under all of the agreements to be delivered in connection herewith. Grantee may not assign its rights arising under this Option Agreement without the prior written consent of Grantor, except, upon written notice to Grantor, to an entity controlled by or under common control with Grantee.

(d) Severability. 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 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 or would deprive any party of the benefits of this Agreement in any material respect, and without invalidating such provision or its application in any other jurisdiction.

(e) Governing Law. This Option Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the governing law provisions set forth in the Asset Purchase Agreement.

(e) Execution in Counterparts. This Option Agreement may be executed by facsimile or email transmission in two or more counterparts, none of which need contain the signatures of all parties hereto.

(f) Third Party Beneficiaries. Except as expressly provided herein, this Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies.

(g) Confidentiality. Grantee and Grantor agree to exercise their best efforts to maintain confidentiality respecting this Option Agreement, except to the extent that a copy of the Option Agreement may be required to be filed at the FCC. Notwithstanding the foregoing,

Grantor may disclose the Right of First Refusal to any *bone fide* third party with which Grantor is negotiating the sale of the Station of from which Grantor is soliciting an offer for the purchase of the Station.

[Signatures to Option Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Option Agreement as of the date and year first indicated above.

Grantor:

LOCUSPOINT NETWORKS, LLC

By: _____

Grantee:

MARKSTEINER AG (USA) LICENSE HOLDCO, LLC

By: _____