

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of July 1, 2013 between CNZ Communications, LLC, a Delaware limited liability company ("Parent") and Philip Wilkinson ("Buyer").

### Recitals

A. The following television broadcast stations (collectively, the "Stations") are owned and operated pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

KMUM-CA, Sacramento, California (Facility ID No. 18736) ("KMUM")  
KMMW-LD, Stockton, California (Facility ID No. 18744) ("KMMW")

B. Parent (as buyer) is party to a Membership Interest Purchase Agreement (the "Acquisition Agreement") dated April 8, 2013 with Viacom International Inc. (as seller) pursuant to which, subject the terms and conditions set forth in the Acquisition Agreement, Parent intends to acquire the membership interests in Caballero Acquisition LLC, a Delaware limited liability company ("Caballero"). Caballero is the owner, operator and licensee of the Stations.

C. Pursuant to the terms and subject to the conditions set forth in this Agreement, Parent desires to sell to Buyer, and Buyer desires to purchase, the Station Assets (defined below).

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Parent and Caballero shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Caballero, all right, title and interest of Caballero in and to the following assets and properties, real and personal, tangible and intangible, that are used or held for use exclusively in the operation of the Stations (the "Station Assets"), except for the Excluded Assets (defined below):

(a) the FCC licenses, permits and other authorizations with respect to the Stations (the "FCC Licenses"), including those described on *Schedule 1.1(a)*, and any modifications thereof between the date hereof and Closing;

(b) the equipment and tangible personal property used or held for use exclusively in the business and operation of the Stations, including without limitation those listed on *Schedule 1.1(b)*, together with any replacements thereof and additions thereto made between the date hereof and the Closing Date (the "Tangible Personal Property");

(c) all leases and licenses relative to real property to which Caballero is a party that are used or held for use in the operation of the Stations, as listed on *Schedule 1.1(c)* (the “Real Property Leases”);

(d) the contracts, agreements, leases and licenses listed on *Schedule 1.1(d)* (the “Station Contracts”);

(e) the Stations’ call letters;

(f) the public inspection and other business files for the Stations, or copies thereof, and any technical information and engineering data relating to Tangible Personal Property in Caballero’s possession; and

(g) all deposits, reserves, prepaid expenses and prepaid taxes made relating to the Stations, provided that appropriate proration for such items is made under Section 1.6.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for: (i) Assumed Obligations (defined in Section 1.3), (ii) Liens for taxes, assessments and governmental charges not yet due and payable, (iii) Liens that will be released at or prior to Closing, (iv) Liens, easements, rights of way, building and use restrictions, zoning laws and ordinances, exceptions, reservations and limitations that do not in any material way affect the value of or impair the present and continued use of the property subject thereof in the ordinary course of the business of the Stations, (v) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in permits), and (vi) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s or other like Liens arising in the ordinary course of business, payment of which is Caballero’s responsibility (collectively, “Permitted Liens”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the “Excluded Assets”):

(a) all cash and cash equivalents of Parent and Caballero, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of the Stations retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;

(d) Parent’s and Caballero’s corporate and trade names, charter documents, business records, and books and records relating to the organization, existence or ownership of Parent and Caballero, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds

due with respect to insurance premium payments to the extent related to such insurance policies;

(f) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Parent or Caballero;

(g) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the "A/R");

(h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;

(i) all rights and claims of Parent or Caballero, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Parent or Caballero receives a credit therefor under Section 1.6;

(k) computers and other similar assets and any other operating systems and related assets that are used in the operation of multiple stations or other business units, except for any such items that are specifically set forth as included in the Station Assets on the Schedules hereto;

(l) all programming agreements and all of the Station's intangible property;  
and

(m) all studio facilities and equipment located therein, and all other assets used or held for use in the operation of any other television station owned or operated by Parent or Caballero, except for any such items that are specifically set forth as included in the Station Assets on the Schedules hereto.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Caballero arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts and any other liabilities of Caballero to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Caballero (the "Retained Obligations").

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Parent or Caballero, by wire transfer of immediately available funds, the sum of (i) One Million Five Hundred Twenty-Five Thousand Dollars (\$1,525,000) for KMUM, and (ii) Two Hundred Seventy-Five Thousand Dollars (\$275,000) for KMMW (for an aggregate

price of One Million Eight Hundred Thousand Dollars (\$1,800,000), in each case subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5 Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Deposit") with Kalil & Co. (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Parent and the Escrow Agent. At Closing, the Deposit shall be disbursed to Parent and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Parent or Caballero pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Parent. If this Agreement is otherwise terminated pursuant to its terms, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties' dispute is resolved. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10.1 does not apply entitling Parent to immediately terminate this Agreement.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Caballero in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Effective Time"). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, FCC regulatory fees, rent and other amounts under Station Contracts and similar prepaid and deferred items. Caballero shall receive a credit for all of the Stations' deposits and prepaid expenses to the extent they inure to Buyer's benefit. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Caballero, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made no later than ninety (90) calendar days after Closing. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter or similar agreements for the sale of time for goods or services.

1.7 Allocation. Each of Buyer and Caballero shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and file a tax return reflecting such allocation as and when required under the Code.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth business day after the date the FCC Consent (defined below) is granted by initial order, subject to the satisfaction or waiver of the conditions set forth in Articles 6 and 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consent. Within two (2) business days after the date of the Acquisition Closing, Caballero and Buyer shall file two applications with the FCC (collectively, the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Caballero to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent”. Buyer and Caballero shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Caballero shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Caballero shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.10 Acquisition Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree as follows:

(i) as of the date of this Agreement, Parent does not own or control Caballero, the Stations or the Station Assets;

(ii) consummation of the acquisition of Caballero by Parent under the Acquisition Agreement is referred to herein at the “Acquisition Closing”;

(iii) if the Acquisition Agreement is terminated, then this Agreement shall automatically terminate simultaneously therewith, and nothing in this Agreement limits Parent’s discretion to exercise any termination rights under the Acquisition Agreement;

(iv) if the Acquisition Closing has not occurred on or before August 30, 2013, then either Parent or Buyer may terminate this Agreement by written notice to the other;

(v) Parent’s representations and warranties under this Agreement with respect to the Stations and the Station Assets are made to Parent’s knowledge based solely on the representations and warranties made by the seller under the Acquisition Agreement;

(vi) if Buyer is entitled to indemnification under this Agreement with respect to an event or condition arising from or attributable to the ownership or operation of Caballero, the Stations or the Station Assets prior to the Acquisition Closing, and such event or condition would give Parent the right to assert an indemnification claim against the seller under the Acquisition Agreement with respect thereto, then Parent’s liability to Buyer for monetary damages under this Agreement with respect to such event or circumstance shall be limited to Parent’s right to recover damages from such seller with respect to such event or circumstance, regardless of whether Parent seeks or actually recovers such damages from such seller;

(vii) any breach or default arising from or attributable to the seller under the Acquisition Agreement or its ownership or operation of Caballero, the Stations or the Station Assets may be taken into account for purposes of Section 7.1, but, except to the extent provided in Section 1.10(vi), Parent shall have no obligation or liability with respect thereto; and

(viii) within two (2) business days after the Acquisition Closing, Caballero shall execute and deliver to Buyer the attached joinder to this Agreement pursuant to which it shall be the conveying party of the Stations and the Station Assets under this Agreement.

### 1.11 Partial Closings.

(a) If one or more conditions to closing on KMMW have not been satisfied or waived, then Buyer may elect by written notice to Parent and Caballero (which shall be given within two business days after the FCC Consent for KMUM is granted) for the Closing under this Agreement to take place in two Partial Closings (defined below) – (i) one for KMUM (the “Initial Closing”), which shall take place on or before the fifth business day after the date the FCC Consent for KMUM is granted by initial order (subject to the satisfaction or waiver of the conditions set forth in Articles 6 and 7 below) and (ii) one for KMMW, which shall take place on or before the fifth business day after the date the FCC Consent for KMMW is granted by initial order (subject to the satisfaction or waiver of the conditions set forth in Articles 6 and 7 below). Prior or simultaneous Closing on KMUM is a condition to Buyer’s obligation to close on KMMW.

(b) In the event of multiple Closings under this Agreement (each a “Partial Closing”):

(i) the terms “Closing” and the “Closing Date” as used herein shall mean, and refer separately to, each Partial Closing and the date on which such Partial Closing is to occur, as the context requires;

(ii) after the Initial Closing, the covenants set forth in Articles 4 and 5 and the other provisions of this Agreement that apply prior to Closing (or prior to the Closing Date) shall continue in effect with respect to KMMW Station Assets (but not the KMUM Station Assets except as provided by Article 9);

(iii) the conditions set forth in Article 6 and 7, and the deliveries to be made pursuant to Article 8, that relate to the Station Assets not subject to the Partial Closing, shall not apply to, and shall not be made at such Partial Closing;

(iv) the provisions of Article 9 and the other provisions of this Agreement that apply after Closing (or after the Closing Date) shall apply with respect to the respective Station Assets only from and after the Partial Closing with respect to such Station Assets;

(v) each Partial Closing shall be final and non-rescindable, and, after the Initial Closing, any termination of this Agreement pursuant to Section 10.1 shall constitute a termination of this Agreement only with respect to the KMMW Station Assets (but any termination without any Closing shall constitute a termination of this Agreement in full except as provided by Section 10.1); and

(vi) at the Initial Closing on KMUM, 85% of the Deposit shall be released from the escrow account and 15% of the Deposit shall remain in the escrow account.

### ARTICLE 2: PARENT REPRESENTATIONS AND WARRANTIES

Subject to Section 1.10, Parent makes the following representations and warranties to Buyer:

2.1 Organization. Parent is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Parent has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Parent pursuant hereto (collectively, the “Parent Ancillary Agreements”) and to consummate the transactions contemplated hereby. Caballero was previously Caballero Acquisition, Inc., a Delaware corporation, and was converted to a limited liability company on December 28, 2012.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Parent Ancillary Agreements by Parent have been duly authorized and approved by all necessary action of Parent and do not require any further authorization or consent of Parent. This Agreement is, and each Parent Ancillary Agreement when made by Parent and the other parties thereto will be, a legal, valid and binding agreement of Parent enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent, and consents to assign those Station Contracts identified on *Schedule 1.1(d)* as requiring such consents, the execution, delivery and performance by Parent of this Agreement and the Parent Ancillary Agreements and the consummation by Parent of any of the transactions contemplated hereby does not conflict with any organizational documents of Parent or Caballero or any contract or agreement to which Parent or Caballero is a party or by which it is bound, or any law, judgment, order, or decree to which Parent or Caballero is subject, or require the consent or approval of, or a filing by Parent or Caballero with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Caballero is the holder of the FCC Licenses, which are all of the licenses and authorizations required under the Communications Act (defined below) and the rules, regulations and policies of the FCC for the operation of the Stations. Except as set forth on *Schedule 1.1(a)*, the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Except as set forth on *Schedule 1.1(a)*, as of the date of this Agreement, except for the FCC application for transfer of control under the Acquisition Agreement (which has been granted), there are no applications pending before the FCC with respect to the FCC Licenses, no petition to deny or other objection has been filed with respect to any pending application with respect to any of the FCC Licenses, and, to Parent’s knowledge, no such petition or objection is threatened. Except as set forth on *Schedule 1.1(a)*, there is no pending or, to Parent’s knowledge, threatened, action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability) or the FCC consent for the transfer of control under the Acquisition Agreement, and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Caballero with respect to the Stations. Except as set forth on *Schedule 1.1(a)*, Caballero has operated and is operating the Stations in all material respects in conformity with the FCC Licenses, the Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations and policies of the FCC applicable to Class A or low power television licensees, as the case may be. All required FCC regulatory fees with

respect to the FCC Licenses have been paid and all required reports have been filed. All such reports and filings are accurate and complete. Caballero maintains public files for the Stations as required by FCC rules. Caballero does not own any towers.

2.5 Taxes. To Parent's knowledge, Caballero has, in respect of the Stations' business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. Caballero has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property, which constitutes all of the material tangible personal property used or held for use by Caballero in the business and operations of the Stations as currently operated, except for Excluded Assets.

2.7 Real Property. Caballero does not own any real property and is not party to any ground leases. *Schedule 1.1(c)* lists all Real Property Leases, which except for studio sites (which are Excluded Assets), are all of the real property used or held for use by Caballero in the business or operation of the Stations. The Real Property Leases provide sufficient access to the Stations' facilities without need to obtain any other access rights.

2.8 Contracts. True and complete copies of the Station Contracts (as received from the seller under the Acquisition Agreement), which include the Real Property Leases, have been provided to Buyer. The Station Contracts are in effect and are binding upon Caballero and, to Parent's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Caballero has performed its obligations under each Station Contract in all material respects, and is not in material default under any Station Contract and, to Parent's knowledge, no other party to a Station Contract is in material default thereunder.

2.9 Environmental. Caballero has complied and is in compliance in all material respects with all Environmental Laws applicable to the Stations. "Environmental Laws" are those laws and regulations applicable to Caballero related to the protection of human health or the environment, or the use, treatment, storage, disposal, release or transportation of hazardous substances. Neither Parent nor Caballero has received any notice alleging any violation by Caballero of, or any liability of Caballero relating to, any Environmental Laws with respect to the Station Assets, which violation has not been finally resolved and, to Parent's knowledge, no such notice is threatened. Caballero has obtained and is in material compliance with all material governmental environmental permits, registrations and authorizations required under Environmental Laws for the operation of the Stations. Caballero has not entered into, agreed to nor is it the subject of any order of any governmental authority under any Environmental Laws with respect to the Station Assets. To Parent's knowledge, Caballero has not generated, stored, transported or released any hazardous or toxic substance or waste regulated under Environmental Laws on, in, from or to any real property used or occupied by the Stations in material violation of Environmental Laws, nor to Parent's knowledge has any third party.

2.10 Compliance with Law. Other than such non-compliance as would not have a material adverse effect on Buyer, Caballero has complied and is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any governmental authority which are applicable to the Stations, and Caballero has all material governmental permits, certificates, licenses, approvals and other authorizations required under applicable law to own and operate the Station Assets.

2.11 Litigation. There is no action, suit, arbitration, proceeding or investigation pending, or to Parent's knowledge threatened, against or affecting the Stations or any Station Assets, at law or in equity, by any governmental authority, or by or on behalf of any third party (except those affecting the low power or Class A television station industry generally) and, to Parent's knowledge, no basis for any such action, suit, arbitration, proceeding or investigation exists.

2.12 Warranty Disclaimer. PARENT AND CABALLERO MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE TANGIBLE PERSONAL PROPERTY, AND THE TANGIBLE PERSONAL PROPERTY IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON PARENT'S OR CABALLERO'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE TANGIBLE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT PARENT AND CABALLERO MAKE NO WARRANTY THAT THE TANGIBLE PERSONAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE, AND THAT THE TANGIBLE PERSONAL PROPERTY IS BEING SOLD TO BUYER WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Parent:

3.1 Organization. If Buyer assigns this Agreement to an entity, at Closing, Buyer will: (i) be duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) be qualified to do business in each jurisdiction in which the Station Assets are located, and (iii) have the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Enforceability and Authorization. If Buyer assigns this Agreement to an entity, at Closing, the execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer will have been duly authorized and approved by all necessary action of Buyer and will not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations and to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC. There are no facts relating to Buyer that are known to Buyer that, under existing law and the existing rules, regulations, policies and procedures of the FCC, (i) would reasonably be expected to prevent or delay the FCC from granting the FCC Consent or (ii) would disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. To Buyer's knowledge, no waiver of any FCC rule or policy relating to Buyer is necessary for the FCC Consent to be obtained. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.6 Purchase Price. Buyer has available all funds necessary to pay the Purchase Price at Closing.

#### ARTICLE 4: PARENT COVENANTS

4.1 Parent's Covenants. Subject to Section 1.10, between the date of the Acquisition Closing and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Parent shall:

(a) operate the Stations in the ordinary course of business consistent with past practices and comply in all material respects with all laws applicable to use of the Station Assets, and operate and maintain the Stations in all material respects in conformity with the FCC Licenses and all applicable laws, ordinances, regulations, rules and orders;

(b) maintain the FCC Licenses in full force and effect;

(c) not file any applications to modify the FCC Licenses;

(d) maintain the Tangible Personal Property in its current condition, except for ordinary wear and tear, and maintain in effect its insurance policies on the Station Assets;

(e) not terminate, modify or amend any Station Contract, or enter into any new contract that will be binding on Buyer after Closing;

(f) not sell, assign, lease or otherwise transfer or dispose of any of the material Station Assets, except for assets consumed or disposed of in the ordinary course of business;

(g) not create, assume or permit to exist any Liens on the Station Assets other than Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity; and

(h) give Buyer and its representatives reasonable access to the Station Assets and provide Buyer and its representatives with information it reasonably requests with respect to the Stations or the Station Assets, so long as any such access does not interfere with Caballero's operations of the Stations or its business; provided, however that prior to the Acquisition Closing, such access and information right shall be solely if and to the extent permitted by the seller under the Acquisition Agreement.

4.2 Caballero. After the closing under the Acquisition Agreement, Parent shall cause Caballero to comply with the provisions of Section 1.10(viii), and to take all other actions necessary for Parent and Caballero to comply with their respective obligations under this Agreement and to consummate the Closing.

#### ARTICLE 5: JOINT COVENANTS

Buyer and Parent hereby covenant and agree as follows:

5.1 Confidentiality. Subject to the requirements of applicable law, (i) prior to filing the FCC Application, the existence of this Agreement and the terms hereof shall be kept confidential and shall not be disclosed by any party to any other person or entity and (ii) at all times, all non-public information regarding the parties and their business and properties that is disclosed by or on behalf of a party to the other party in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Parent to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application when provided under Section 1.9 and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of the holder of the FCC Licenses.

5.4 Risk of Loss.

(a) The risk of casualty loss, damage or destruction to any of the Tangible Personal Property (the "Damaged Asset") shall be borne by Parent and Caballero at all times from the date of the Acquisition Closing until Closing on the Closing Date, and Parent and Caballero shall repair or cause to be repaired and restore or replace the Damaged Asset to its condition prior to any such loss, damage or destruction. In the event of any casualty loss, damage or destruction to any of the Tangible Personal Property that results in a Broadcast Interruption (defined below) after the date of the Acquisition Closing, Caballero shall promptly notify Buyer thereof in writing. In the event that the Damaged Asset is not repaired, replaced or restored on or before the scheduled Closing Date, and the Damaged Asset has not caused a Broadcast Interruption, the parties shall consummate the Closing and Buyer shall accept the Damaged Asset in its then condition, in which event the Purchase Price shall be reduced by the mutually agreed upon estimated cost of completion of repair, replacement or restoration. If the aggregate Purchase Price adjustment hereunder exceeds fifty (50%) percent of the Purchase Price, then either Caballero or Buyer may, at its option, terminate this Agreement by written notice to the other. Notwithstanding anything in Article 9 to the contrary, a Purchase Price adjustment under this Section 5.4 shall be Buyer's sole and exclusive remedy with respect to the casualty loss, damage or destruction of a Damaged Asset. Notwithstanding anything in this Section 5.4 to the contrary, Caballero and Parent shall have no obligation to repair, replace or restore any Tangible Personal Property that is identified on *Schedule 1.1(b)* as not in use or in storage.

(b) If after the date of the Acquisition Closing and prior to Closing a Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Parent shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after such Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

#### 5.5 Consents.

(a) After the Acquisition Closing, the parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party) and (ii) execution of reasonable estoppel certificates by the lessors under the Real Property Leases, but no such consents or estoppel certificates are conditions to Closing.

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Caballero and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Caballero's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.6 Employees. No employees will be available for hire by Buyer.

5.7 Accounts Receivable. Buyer shall not collect any A/R, and Buyer shall promptly pay over to Seller any A/R it receives, without offset.

5.8 Actions. After Closing, if reasonably requested by Parent or Caballero, Buyer shall cooperate with Parent and Caballero in the investigation, defense or prosecution of any action which is pending or threatened against Parent, Caballero or their affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter; provided, however, that Caballero shall reimburse Buyer for any out-of-pocket costs (including reasonable attorneys' fees, if any) reasonably incurred by Buyer to comply with this Section. Without limiting the generality of the foregoing, subject to reimbursement of such costs, if any, Buyer shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Parent or Caballero may reasonably request.

5.9 FCC Compliance. If the Closing occurs prior to the date that the FCC Consent becomes a final order, and prior to that date the FCC Consent is reversed or otherwise set aside, and there is a final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Caballero, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Caballero the Station Assets free and clear of Liens other than Permitted Liens, and Caballero shall repay to Buyer the Purchase Price and reassume the Station Contracts. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Caballero shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Caballero and execution by Caballero of instruments of assumption of the Station Contracts) and make such payments (including repayment by Caballero to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

#### ARTICLE 6: PARENT AND CABALLERO CLOSING CONDITIONS

The obligation of Parent and Caballero to consummate the Closing hereunder is subject to Section 1.10 and satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Parent and Caballero):

##### 6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Parent and Caballero shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Caballero nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

##### 7.1 Representations and Covenants.

(a) The representations and warranties of Parent and Caballero made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement; provided, however that Section 1.10(v) shall not apply for purposes of the bringdown certificate delivered by Seller at Closing.

(b) The covenants and agreements to be complied with and performed by Parent and Caballero at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Parent and Caballero executed by an authorized officer of Parent and Caballero to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Caballero nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained.

7.4 Deliveries. Parent and Caballero shall have complied with its obligations set forth in Section 8.1.

7.5 Equipment. The material Tangible Personal Property shall be in good working condition, normal wear and use excepted, except for any Tangible Personal Property that is identified on *Schedule 1.1(b)* as not in use or in storage.

#### ARTICLE 8: CLOSING DELIVERIES

8.1 Parent and Caballero Documents. At Closing, Parent and Caballero shall deliver or cause to be delivered to Buyer:

(i) a good standing certificate issued by the Secretary of State of Parent's and Caballero's jurisdiction of formation;

(ii) a certificate executed by Parent and Caballero certifying the due authorization of this Agreement and the Parent Ancillary Agreements, together with copies of Parent's and Caballero's authorizing resolutions;

(iii) the certificate described in Section 7.1(c);

(iv) an assignment of FCC authorizations assigning the FCC Licenses from Caballero to Buyer;

(v) an assignment and assumption of contracts assigning the Station Contracts from Caballero to Buyer;

(vi) an assignment and assumption of leases assigning the Real Property Leases from Caballero to Buyer;

(vii) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) from Caballero to Buyer;

(viii) a bill of sale conveying the other Station Assets from Caballero to Buyer;

(ix) any estoppel certificates provided for in Section 5.5 received from the lessors under the Real Property Leases;

(x) appropriate documents necessary to release all Liens (if any) on the Station Assets except for Permitted Liens; and

(xi) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Parent and Caballero to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Parent and Caballero:

(i) the Purchase Price in accordance with Section 1.4 hereof;

(ii) a good standing certificate issued by the Secretary of State of Buyer's jurisdiction of formation;

(iii) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions;

(iv) the certificate described in Section 6.1(c);

(v) an assignment and assumption of contracts assuming the Station Contracts;

(vi) an assignment and assumption of leases assuming the Real Property Leases; and

(vii) such other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of nine (9) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes), Section 2.9 (Environmental), and those under Sections 2.6, 2.7 and 2.10 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.

#### 9.2 Indemnification.

(a) Subject to Section 1.10 and Section 9.2(b), from and after Closing, Parent and Caballero shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Parent of its representations and warranties made under this Agreement or breach of the certificate delivered pursuant to Section 7.1(c); or

(ii) any default by Parent or Caballero of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations; or

(iv) the business or operation of the Stations before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Parent and Caballero shall have no liability to Buyer under Section 9.2(a)(i) until Buyer's aggregate Damages exceed \$25,000, after which such threshold amount shall be included in, not excluded from, any calculation of Damages, and (ii) the maximum aggregate liability of Parent and Caballero under Section 9.2(a)(i) shall be an amount equal to 15% of the Purchase Price.

(c) Subject to Section 9.2(d), from and after Closing, Buyer shall defend, indemnify and hold harmless Parent and Caballero from and against any and all Damages incurred by Parent or Caballero arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties made under this Agreement or breach of the certificate delivered pursuant to Section 6.1(c); or
- (ii) any default by Buyer of any covenant or agreement made under this Agreement; or
- (iii) the Assumed Obligations; or
- (iv) the business or operation of the Stations after the Effective Time.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to Parent or Caballero under Section 9.2(c)(i) until Parent's and Caballero's aggregate Damages exceed \$25,000, after which such threshold amount shall be included in, not excluded from, any calculation of Damages, and (ii) the maximum aggregate liability of Buyer under Section 9.2(c)(i) shall be an amount equal to 15% of the Purchase Price.

9.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's rights or the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, in the event that the indemnifying party fails to undertake such defense or opposition within 20 days after written notice of any such Claim from the indemnified party (which such notice shall include sufficient description of background information explaining the basis for such Claim), the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) neither the indemnifying party nor the indemnified party may, without the other party's written consent, settle or compromise any Claim or consent to entry of any judgment, except that no consent shall be required for any judgment, settlement or compromise that includes a full release of the indemnified party in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other

representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

(d) After Closing, all claims for breach of representations or warranties under this Agreement shall be subject to the limitations set forth in Section 9.2(b) and Section 9.2(d). Following the Closing, the right to indemnification under this Article 9 shall be the exclusive remedy of any party with respect to any matter relating to this Agreement or arising in connection herewith (other than any breach of any covenant that provides for performance following the Closing Date for which the remedies of specific performance, injunctive relief, non-monetary declaratory judgment or any other non-monetary equitable remedies may be available under applicable law).

(e) The indemnified party shall take all commercially reasonable steps to mitigate Damages for which it may claim indemnification pursuant to this Agreement upon and after becoming aware of any event that could reasonably be expected to give rise to any such Damages.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer, Parent and Caballero;
- (b) by written notice of Buyer to Parent and Caballero if Parent or Caballero breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Parent or Caballero to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to make the Deposit on the date hereof or to pay the Purchase Price at Closing;
- (d) by written notice of Parent and Caballero to Buyer, or Buyer to Parent and Caballero, if Closing does not occur by the date six (6) months after the date the FCC Application is accepted for filing; or
- (e) as provided by Section 1.10 or Section 5.4.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Parent or Caballero receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.8; provided, however, that if the breach or default is non-monetary and cannot

reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.8, 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 determined under Section 1.8.

10.3 Survival. Except as provided by Section 10.5, 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. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit) (and Section 10.5 with respect to the Deposit), 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing the condition described in Section 10.1(c) exists, then Parent's and Caballero's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5, except for any failure by Buyer to comply with its obligations related to the Deposit or Sections 1.9, 5.1, 5.2 or 5.3, as to which Parent and Caballero shall be entitled to all available rights and remedies, including without limitation specific performance. Except as set forth in the foregoing sentence, if a party brings an action to enforce specific performance under this Agreement, the other party shall waive the defense that there is an adequate remedy at law.

10.5 Liquidated Damages. If Parent or Caballero terminates this Agreement pursuant to Section 10.1(c), then Buyer shall pay Parent on demand an amount equal to the Deposit by wire transfer of immediately available funds (which shall be satisfied by disbursement of the Deposit to Parent under Section 1.5), and such payment shall constitute liquidated damages and the sole remedy of Parent and Caballero for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

#### ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee applicable to the request for the FCC Consent shall be paid one-half by Buyer and one-half by Caballero. Transfer or sales or use taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid by Buyer. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. The fees of Kalil & Co. with respect to this Agreement shall be paid by Parent.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign his rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Parent and Caballero, provided that (i) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (ii) any such assignee delivers to Parent and Caballero a written assumption of this Agreement, (iii) subject to the final sentence of this Section 11.3, Buyer shall remain liable for all of his obligations hereunder, and (iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing). The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and, subject to the final sentence of this Section 11.3, no assignment shall relieve any party of any obligation or liability under this Agreement. Notwithstanding the foregoing, within ten business days after the date hereof, Buyer may, in a written assignment and assumption agreement reasonably acceptable to Parent, assign his rights and obligations under this Agreement to an entity controlled by Buyer (*i.e.*, ownership of a majority of voting equity, together with management control) and upon such assignment all of Buyer's rights and obligations under this Agreement shall be assumed by such assignee and Buyer shall have no further obligations under this Agreement; provided that in connection with any such assignment such assignee shall make to Parent in writing (x) representations and warranties with respect to such assignee which shall be substantially the same as those made by Parent in Sections 2.1 through 2.3 hereof, and (y) representations and warranties with respect to such assignee which shall be substantially the same as those made by Buyer to parent in Sections 3.4 through 3.6 hereof, all of which representations and warranties shall be included as representations and warranties of Buyer for purposes of this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Parent or Caballero: CNZ Communications, LLC  
15233 La Cruz Drive  
Pacific Palisades, CA 90272  
Attention: Randy Nonberg

with a copy (which shall not constitute notice) to: Wiley Rein LLP  
1776 K Street, N.W.  
Washington, D.C. 20006  
Attention: Kathleen Kirby  
Jessica Rosenthal  
Facsimile: (202) 719-7049

if to Buyer: Philip Wilkinson  
P.O. Box 2630

17537 Los Morros  
Rancho Santa Fe, CA 92067  
Facsimile: (858) 756-9438

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

Latham & Watkins LLP  
555 Eleventh Street, NW  
Suite 1000  
Washington, DC 20004-1304  
Attention: David Burns  
Facsimile: (202) 637-2201

11.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Parent and Caballero make no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Stations. Buyer acknowledges and agrees that it has not relied on or been induced to enter into this Agreement by any representation or warranty other than as is set forth in Article 2 of this Agreement.

11.7 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement, including without limitation any action to enforce this Agreement under Section 10.4, may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

11.11 Schedules. The Schedules to this Agreement are not intended to constitute, and shall not be construed as constituting, any representation or warranty of Parent or Caballero except as and to the extent expressly provided in this Agreement. The fact that any item of information is contained in the Schedules shall not, in and of itself, be construed to mean that such information is required to be disclosed in or by this Agreement or that such item of information is "material" as such term is used in this Agreement. Any matter disclosed in one Schedule hereto in such a way as to make its relevance to information called for by another Schedule readily apparent shall be deemed to be disclosed in such other Schedules, notwithstanding the omission of an appropriate cross-reference. The headings in the Schedules are for convenience of reference only and shall not be deemed to alter or affect the express description of the sections of the Schedules as set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

13610265

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

PARENT:

CNZ COMMUNICATIONS, LLC

By: 

Name: Randy E. Nonberg

Title: Manager

BUYER:

By: \_\_\_\_\_

Name: Philip Wilkinson

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

PARENT:

CNZ COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

BUYER:

By: *Philip Wilkinson*  
Name: Philip Wilkinson

## JOINDER

THIS JOINDER is made as of \_\_\_\_\_, 2013 by Caballero Acquisition LLC ("Caballero") for the benefit of Philip Wilkinson ("Buyer").

As the current owner and operator of the Stations and Station Assets, Caballero hereby joins in and agrees to be bound by the Asset Purchase Agreement (the "Agreement") dated \_\_\_\_\_, 2013 between CNZ Communications, LLC (as Parent) and Buyer.

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Purchase Agreement.

Caballero hereby makes the following representations and warranties to Buyer as of the date hereof:

Organization. Caballero is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Caballero has the requisite power and authority to execute, deliver and perform this Joinder and all of the other agreements and instruments to be made by Caballero pursuant to the Agreement (collectively, the "Caballero Ancillary Agreements") and to consummate the transactions contemplated thereby.

Authorization. The execution, delivery and performance of this Joinder and the Caballero Ancillary Agreements by Caballero have been duly authorized and approved by all necessary action of Caballero and do not require any further authorization or consent of Caballero. This Joinder is, and each Caballero Ancillary Agreement when made by Caballero and the other parties thereto will be, a legal, valid and binding agreement of Caballero enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

No Conflicts. Except for the FCC Consent, and consents to assign those Station Contracts identified on *Schedule 1.1(d)* as requiring such consents, the execution, delivery and performance by Caballero of this Joinder and the Caballero Ancillary Agreements and the consummation by Caballero of any of the transactions contemplated by the Agreement does not conflict with any organizational documents of Caballero or any contract or agreement to which Caballero is a party or by which it is bound, or any law, judgment, order, or decree to which Caballero is subject, or require the consent or approval of, or a filing by Caballero with, any governmental or regulatory authority or any third party.

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder as of the date first set forth above.

CABALLERO ACQUISITION LLC

By: \_\_\_\_\_  
Name:  
Title: