STAMP AND RETURN

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December 10, 2012

VIA HAND DELIVERY
Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

FILED/ACCEPTED

DEC 10 2012

Federal Communications Commission
Office of the Secretary

Re: Affiliated Media, Inc. FCC Trust
Filing of Documents Pursuant to 47 C.F.R. 73.3613

Dear Ms. Dortch:

Transmitted herewith in duplicate on behalf of Affiliated Media, Inc. FCC Trust, the licensee of television station KTVA, Anchorage, Alaska (FIN 49632), is a copy of an Asset Purchase Agreement, which is being filed pursuant to Section 73.3613 of the Commission's rules. Certain confidential and proprietary information has been redacted or omitted.

Please direct any questions or correspondence to the undersigned.

Respectfully submitted,

WILKINSON BARKER KNAUER, LLP

By: Kenneth E. Satten

Encls.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated November 9, 2012, is between Denali Media Anchorage, Corp., an Alaska corporation ("**Buyer**"), GCI Communication Corp., an Alaska corporation ("**GCI**" and, together with "**Buyer**" each referred to as a "**Buyer Party**" and, collectively, as the "**Buyer Parties**"), Alaska Broadcasting Company, Inc., an Alaska corporation ("**Alaska Broadcasting**"), Affiliated Media, Inc. FCC Trust ("**FCC Trust**" and, together with Alaska Broadcasting, "**Seller**"), and MediaNews Group, Inc., a Delaware corporation ("**Parent**" and, together with "**Seller**" each referred to as a "**Seller Party**" and, collectively, as the "**Seller Parties**").

RECITALS

A. Seller owns and operates full-power digital broadcast television station KTVA (referred to as the "**Station**") serving the city of Anchorage, Alaska.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, substantially all of the assets and properties of the Station and the business related thereto in exchange for the consideration set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Buyer Parties and the Seller Parties agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meanings specified in this Article I:

"**Affiliate**" means, with respect to a Person, another Person, directly or indirectly, through one or more intermediaries, controlled by, under common control with or which controls, the Person specified.

"**Ancillary Documents**" means the Buyer Ancillary Documents and the Seller Ancillary Documents.

"**Business**" means the television and other revenue-generating businesses that are conducted by Seller through the Station, and operations relating to the Station.

"**Business Day**" means a day other than Saturday or Sunday or other day on which banks in New York, New York or Anchorage, Alaska are required to or may be closed.

"**Buyer Ancillary Documents**" means all agreements (other than this Agreement), instruments, certificates and other documents to which Buyer is or will be a party as of the Closing that are required to be executed pursuant to this Agreement.

"**Claim**" means any claim, complaint, suit, action, cause of action, audit, proceeding or investigation by or before any Governmental Authority.

"**Closing**" means the consummation of the transactions contemplated by this Agreement.

"**Closing Date**" means the date on which the Closing occurs.

"**Closing Date Balance Sheet**" means an unaudited balance sheet for the Business as of the close of business on the day prior to the Closing Date.

"**Communications Laws**" means the Communications Act of 1934, as amended, and the FCC Rules.

"**Contract**" means any agreement, contract, lease (including real property or personal property lease), consensual obligation, promise, purchase order, sales order or undertaking.

"Datasite" means the Dropbox website located at:

[LINK REDACTED]

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"**FCC**" means the Federal Communications Commission or any successor Governmental Authority.

"**FCC Rules**" means the rules of the FCC promulgated under the Communications Act of 1934, as amended.

"**GAAP**" means U.S. generally accepted accounting principles as in effect on the date of this Agreement.

"**Governmental Authority**" means any federal, state or local governmental, regulatory or administrative authority, agency, commission, court, department, tribunal, arbitral body or arbitrator.

"**Intellectual Property**" means (a) all copyrights, trademarks, service marks (whether registered or unregistered), trade secrets, Internet domain names, web sites, databases, know-how, call letters of any broadcasting station, slogans, jingles, and logos, (b) all technical data, designs, drawings, maps, plans, blueprints, schematics, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, (c) all computer software and firmware (including data and related documentation and programs), and (d) all copies and tangible embodiments thereof (in whatever form or medium).

"**Knowledge of Seller**" means the actual knowledge as of the date of this Agreement and as of the Closing Date of each trustee of the FCC Trust, each director of Alaska Broadcasting including Ronald A. Mayo and Jerry M. Bever and such knowledge as Jerry M. Bever would be reasonably expected to have obtained as of the date of this Agreement and as of the Closing Date

including Ronald A. Mayo and Jerry M. Bever and such knowledge as Jerry M. Bever would be

after conducting a reasonable investigation regarding the accuracy of the representations and warranties of the Seller Parties set forth in Article III.

"**Law**" means any federal, state, local, municipal or other law, statute, ordinance, rule, regulation, code or executive order, including applicable rules and regulations of the FCC.

"**Leased Real Property**" means all leasehold interests in real property held by Seller and used in the Business.

"**Liability**" means any liability or obligation of any kind, whether known or unknown, choate or inchoate, secured or unsecured, accrued, fixed, contingent, absolute or otherwise and including, without limitation, any indebtedness.

"**Lien**" means any lien, liability, claim, charge, pledge, mortgage, security interest, obligation, right of first refusal, easement, restriction or other encumbrance of any nature whatsoever.

"**Material Adverse Effect**" means a material adverse effect on the business, Assets, Liabilities, financial condition or results of operations of the Business taken as a whole, disregarding each of the following, and any effects thereof or changes relating thereto or resulting therefrom: (a) changes in the general economic, financial markets, regulatory or political conditions, (b) events or changes to the extent that they generally affect the industry or industries, or market or markets, in which the Business operates, (c) any natural disaster, outbreak or escalation of hostilities, act or acts of war or terrorism, military actions or other national or international calamity or crisis, (d) the suspension of trading in securities on any United States or foreign stock exchange, or a disruption in securities settlement, payment or clearance services in the United States or elsewhere, (e) changes in applicable Laws, (f) the taking of any action by any Governmental Authority in respect of its monetary or fiscal affairs, (g) this Agreement or the transactions contemplated hereby or the announcement thereof, (h) the identity of, or actions or omissions of, Buyer or its Affiliates or (i) changes in GAAP or any formal pronouncements related thereto.

"**Net After-Tax Basis**" means, with respect to the calculation of any indemnification payment owed to any indemnified party pursuant to this Agreement, calculation thereof in a manner taking into account any taxes actually owing by the indemnified party or its Affiliates as a result of receipt or accrual of the indemnity payment and any savings in taxes actually realized by the indemnified party or its Affiliates as a result of the indemnified liability. In the event that a tax liability is actually incurred or a savings in taxes is actually realized by an indemnified party or its Affiliates subsequent to the time that an indemnification payment is required to be paid, such liability or savings shall be taken into account (and payment with respect thereto shall be made by the appropriate party) only as and when such liability is incurred or savings are realized.

"**Order**" means any order, judgment, injunction, award, decree or ruling handed down, adopted or imposed by any Governmental Authority.

"**Parties**" means the Buyer Parties and the Seller Parties and "**Party**" means, on the one hand, the Buyer Parties and, on the other hand, the Seller Parties.

adopted or imposed by any Governmental Authority

"**Permitted Liens**" means (a) Liens for taxes, assessments and other governmental charges which are not due and payable and which may thereafter be paid without penalty or which are being contested in good faith through appropriate proceedings, (b) the title and other interests of a lessor under a capital or operating lease or of a licensor under a license or royalty agreement, (c) Liens arising or resulting from any action taken by Buyer or any of its Affiliates, (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business consistent with past practices, (e) zoning restrictions, easements, licenses or other restrictions on the use of the Real Property or the Leased Real Property or other minor irregularities in title thereto or encumbrances thereon, so long as the same do not, individually or in the aggregate, materially interfere with or impair the use of such Real Property or Leased Real Property in the manner normally used and (f) Liens disclosed in the Commitment for Title Insurance, issued by Fidelity Title Agency of Alaska, effective July 30, 2012 (other than Liens securing indebtedness for borrowed money of the Seller Parties or any of their Affiliates).

"**Person**" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"**Premises**" means, collectively, the Real Property and the Leased Real Property.

"**Real Property Interests**" means the Leased Real Property and all easements, licenses, rights of access, rights-of-way, improvements, fixtures and other interests in real property used or held for use by the Station or the Business.

"**Seller Ancillary Documents**" means all agreements (other than this Agreement), instruments, certificates and other documents to which Seller is or will be a party as of the Closing that are required to be executed pursuant to this Agreement.

"**Station Contract**" means any easement, lease, license, network affiliation agreement, programming agreements, program rights agreements, syndication agreements, news or wire service agreements, retransmission consent agreements, advertising sales contracts, or other Contracts entered into by Seller or Parent relating to the Station or otherwise in connection with the Business and that is in effect on the date of this Agreement or is entered into by Seller between the date of this Agreement and the Closing Date in compliance with this Agreement.

"**Transfer Taxes**" means all sales, use, transfer and other similar taxes resulting from the sale of the Assets (as defined below) pursuant to this Agreement.

ARTICLE II

SALE AND PURCHASE OF ASSETS

2.1 Agreement to Sell and Purchase. Subject to the terms and conditions set forth in this Agreement, and except to the extent excluded by the provisions of Section 2.2, at the Closing, the Seller Parties shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from the Seller Parties, free and clear of all Liens (other than Permitted Liens), all right, title and interest of the Seller Parties in and to all of the assets, properties and rights,

this Agreement, and except to the extent excluded by the provisions of Section 2.2, at the

whether tangible or intangible and wherever located, used or held for use by the Station or otherwise in the Business (collectively, the "**Assets**"), including the following:

(a) all machinery, equipment, tools, furniture, fixtures, leasehold improvements, computer hardware, supplies, materials and other items of tangible personal property of every kind owned or leased by Seller in connection with the Station or Business, including all such items listed on Schedule 2.1(a) of the Disclosure Letter (excluding any such items disposed of prior to the Closing in accordance with Section 6.2);

(b) all real property (the "**Real Property**") owned by Seller and used in the Business, which is listed on Schedule 2.1(b)(i) of the Disclosure Letter, and all Real Property Interests, which are listed on Schedule 2.1(b)(ii) of the Disclosure Letter;

(c) all Station Contracts, including the Station Contracts listed on Schedule 2.1(c) of the Disclosure Letter and the Station Contracts entered into by Seller after the date of this Agreement in compliance with this Agreement;

(d) the licenses and all related authorizations issued by the FCC for the Station and all other consents, approvals, authorizations, licenses, registrations, franchises and permits issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law related to the Station or the Business (collectively, "**Permits**"), which are listed on Schedule 2.1(d) of the Disclosure Letter, and all pending applications therefor or renewals thereof;

(e) all Intellectual Property of Seller owned, used or held for use by the Station or otherwise in connection with the Business;

(f) all going concern value, goodwill, and telephone and facsimile numbers related to the Station or the Business;

(g) all claims of Seller against third parties relating to the Business and the assets and properties thereof, whether choate or inchoate, known or unknown, contingent or noncontingent;

(h) all of Seller's rights in and to all files, documents, records, and books of account (or copies thereof) relating to the Business, including the Station's local public inspection file required by the rules and regulations of the FCC, programming information and studies, engineering data, advertising studies and reports, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and all station and transmitter logs and other records required to be maintained by the FCC Rules;

(i) all accounts receivable of the Business and other rights to payment for goods or services of the Business provided by Seller prior to the Closing that are unpaid immediately prior to the Closing Date;

(j) all shares of common stock of Anchorage Broadcast Television Consortium, Inc., an Alaska corporation, owned by Seller (the "**ABTC Shares**"); and

(k) all rights of Seller relating to the Business relating to the deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof, including prepaid rent and unbilled charges and deposits, which are listed on Schedule 2.1(k) of the Disclosure Letter, as such schedule may be amended to reflect changes between the date hereof and the Closing Date that are approved by Buyer.

2.2 Excluded Assets. The Assets shall exclude the following assets, and the Seller Parties shall not sell to Buyer and Buyer shall not purchase from the Seller Parties:

(a) Seller's and its Affiliates' cash, including bank deposits, cash equivalents and marketable securities;

(b) all corporate seals and minute books and stock transfer records, tax returns and financial statements (and all work papers relating thereto) of the Seller Parties, and any personnel files of the Seller Parties pertaining to employees or former employees, other than personnel files pertaining to employees who accept offers of employment from Buyer pursuant to Section 6.7(a) hereof;

(c) any Benefit Plan;

(d) any refund of taxes;

(e) all rights and interests in and to real property (including easements, rights of way and other privileges relating thereto), including all rights and interests in and to the real property located at 304 Farmers Loop Rd., Fairbanks, Alaska and all buildings, fixtures and other improvements erected or located thereon (the "Fairbanks Property"), other than the Real Property and the Leased Real Property;

(f) (i) the Time Brokerage Agreement dated as of March 17, 2010, by and between the FCC Trust and Alaska Broadcasting, (ii) any leases related to the Fairbanks Property, (iii) Seller's life insurance policy for Ronald L. Moore and (iv) any other Contract to which Seller is a party other than the Station Contracts;

(g) all rights of Seller to reimbursement from the National Telecommunications and Information Administration under the Low Power Television and Translator Upgrade Program;

(h) duplicate copies of all books and records transferred to Buyer;

(i) all rights of Seller and its Affiliates under this Agreement, the Ancillary Documents and any claims against the Buyer Parties and their Affiliates in respect thereof; and

(j) all Assets listed on Schedule 2.2(j) of the Disclosure Letter.

2.3 Purchase Price.

(a) The total purchase price for the Assets (the "**Purchase Price**") shall be Six Million Nine Hundred Twenty Five Thousand Dollars ($6,925,000.00).

(b) The Purchase Price shall be paid by Buyer to Seller at Closing in immediately available funds by wire transfer to an account or accounts specified by Seller prior to the Closing.

2.4 Liabilities.

(a) At the Closing, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities (collectively, the "**Assumed Liabilities**"): (a) all Liabilities of the Seller Parties under the Station Contracts and Permits that arise after the Closing, other than any such obligation arising out of or relating to a breach by the Seller Parties under any Station Contract or Permit that occurred prior to the Closing; (b) all Liabilities of the Seller Parties constituting accounts payable and accrued expenses of the Business, in each case reflected on the Closing Date Balance Sheet; and (d) all Liabilities with respect to the Transferred Employees to the extent provided in Section 6.7(f).

(b) Other than the Assumed Liabilities, Buyer shall not assume, and shall not have any responsibility, obligation or liability for, any Liabilities of the Seller Parties (or any predecessor owner of all or part of its business and assets), including liabilities arising out of or in connection with the ownership or operation of the Assets or the Business prior to the Closing Date. Without limiting the generality of the foregoing, Buyer is expressly not assuming liability for (i) taxes, assessments or charges related to Seller's or Parent's ownership of any of the Assets or operation of the Business prior to the Closing Date; (ii) any Liability associated with the lawsuit *Karief, et al. v. Fernandez, et al.*, filed in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Case No. 3AN-12-6099CI; and (iii) any forfeiture assessed by the FCC related to the activities or operations of the Station prior to the Closing. All such Liabilities not being assumed (the "**Excluded Liabilities**") shall remain the responsibility of Seller and shall be paid, performed and discharged by Seller.

2.5 Closing. The Closing shall take place (a) at the offices of Seller's counsel, commencing at 10:00 a.m., Alaska Time, on the day which is three (3) Business Days after the date on which the last of the conditions set forth in Article V (other than any such conditions which, by their terms are not capable of being satisfied until the date of the Closing) is satisfied or waived, or (b) on such other date or at such other time or place as Buyer and Seller may mutually agree. The Closing shall be deemed to be effective between the parties as of 12:01 a.m., Alaska Time, on the Closing Date.

2.6 Closing Deliveries.

(a) At the Closing, Seller shall deliver to Buyer: (i) such bills of sale, assignments, certificates of title, documents and other instruments of transfer, assignment and conveyance and lien releases as shall be sufficient to transfer and assign all of the Assets to Buyer, free and clear of all Liens (other than Permitted Liens), as provided herein, each duly executed by Seller and in form and substance reasonably satisfactory to Buyer; (ii) a certificate executed by Seller confirming that the conditions described in Section 5.1(a) have been fulfilled in all respects, such certificate to be in form and substance reasonably satisfactory to Buyer; (iii) copies of resolutions, duly certified by the Secretary of Alaska Broadcasting and duly adopted by the Board of Directors and shareholders of Alaska Broadcasting authorizing the

execution, delivery and performance of this Agreement and the Seller Ancillary Documents, such certification and resolutions to be in form and substance reasonably satisfactory to Buyer; (iv) copies of resolutions, duly certified by the Secretary of Parent and duly adopted by the Board of Directors of Parent authorizing the execution, delivery and performance of this Agreement, such certification and resolutions to be in form and substance reasonably satisfactory to Buyer; (v) the Closing Date Balance Sheet; and (vi) such other instruments and documents that may be reasonably requested by Buyer to effectuate the Closing.

(b) At the Closing, Buyer shall deliver to Seller (i) the Purchase Price in immediately available funds by wire transfer to an account or accounts specified by Seller prior to the Closing; (ii) an assumption agreement pursuant to which Buyer assumes the Assumed Liabilities, duly executed by Buyer and in form and substance reasonably satisfactory to Seller; (iii) a certificate executed by Buyer confirming that the conditions described in Section 5.2(a) have been fulfilled in all respects, such certificate to be in form and substance reasonably satisfactory to Buyer; (iv) copies of resolutions, duly certified by the Secretary of Buyer duly adopted by the Board of Directors of Buyer authorizing the execution, delivery and performance of this Agreement and the Buyer Ancillary Documents, such certification and resolutions to be in form and substance reasonably satisfactory to Seller; (v) copies of resolutions, duly certified by the Secretary of GCI and duly adopted by the Board of Directors of GCI authorizing the execution, delivery and performance of this Agreement, such certification and resolutions to be in form and substance reasonably satisfactory to Seller; and (vi) such other instruments and documents that may be reasonably requested by Seller to effectuate the Closing.

2.7 Allocation of Purchase Price. The Parties agree to use commercially reasonable efforts to agree on an allocation of the Purchase Price among the Assets following the Closing Date. Within thirty (30) days after the Closing Date, Buyer shall prepare a draft schedule (the "**Draft Allocation Schedule**") allocating the Purchase Price to the Assets and deliver the Draft Allocation Schedule to Seller for its review and comment. Buyer contemplates that such Draft Allocation Schedule will be based on an appraisal of the Assets, paid for by Buyer, by Duff & Phelps. As promptly as practicable following receipt of the Draft Allocation Schedule, Seller shall notify Buyer if Seller disagrees with the amount of the Purchase Price allocated to any of the Assets. The Parties shall work expeditiously and in good faith in an attempt to resolve any disputed items on the Draft Allocation Schedule as promptly as practicable, but in any event, within ten (10) days after Seller has notified Buyer of its dispute. If the Parties are able to resolve such dispute, Buyer shall incorporate the resolution in a final schedule (the "**Final Allocation Schedule**") and the Parties shall prepare all financial statements, tax returns and other instruments in a manner consistent with the Final Allocation Schedule. If the Parties are unable to agree on the allocation of the Purchase Price among the Assets, each Party shall be entitled to file its financial statements, tax returns and other instruments without regard to this Section 2.7.

2.8 Transfer Taxes. Seller shall be responsible for the filing of all necessary tax returns and other documentation with respect to any Transfer Taxes owing in respect of the sale of the Assets pursuant to this Agreement. Buyer and Seller shall reasonably cooperate in the preparation, execution and filing of any such returns and other documentation regarding any Transfer Taxes that become payable in connection with the transactions contemplated hereby. Buyer and Seller shall each be responsible for one half of all such Transfer Taxes. Seller shall submit a copy of any tax return with respect to Transfer Taxes to Buyer at least five (5) days

prior to the due date for filing and Buyer shall pay its share of such Transfer Taxes to Seller within two (2) days and promptly following the filing any any such tax return Seller shall provide Buyer with a receipt showing payment of such Transfer Taxes.

2.9 Prorated Items; Net Payment. The following items shall be prorated between Seller and Buyer as of 12.01 a.m. Alaska time on the Closing Date (the "**Proration Time**"), to the extent they cover a period that spans the Closing Date, on the basis of the applicable accounting, billing or reporting period, as the case may be: (a) property taxes and assessments levied and assessed against, or with respect to, any of the Assets; (b) charges and deposits of the Business for utilities and similar services; and (c) charges of the Business for programming services and copyright fees. Amounts allocable to periods before the Proration Time shall be for the account of Seller and those allocable to periods after the Proration Time shall be for the account of Buyer. In addition, the difference between (x) (1) current accounts receivable (meaning, for purposes of this Agreement, accounts receivable that have been invoiced 120 days or less prior to the Closing Date) of the Business, net of allowance for doubtful accounts, (2) prepaid expenses (including prepaid programming rights, if any) of the Business, in each case to the extent reflected on the Closing Date Balance Sheet, and (y) (1) accounts payable of the Business, (2) accrued expenses of the Business and (3) all Liabilities of Seller for accrued but unused vacation time of Transferred Employees, in each case to the extent set forth on the Closing Date Balance Sheet, if positive, will be for the account of Seller and, if negative, will be for the account of Buyer (such amount, the "**Net Payment Amount**"). During the thirty (30) days immediately following the Closing Date, Buyer shall have an opportunity to review the Closing Date Balance Sheet. During such thirty (30) day period, the Parties shall attempt in good faith to resolve any disagreement with respect to any items reflected in the Closing Date Balance Sheet that are included in the Net Payment Amount and determine the Net Payment Amount owing from one to the other under this Section 2.9. If Buyer and Seller are unable to resolve any disagreement with respect to any items reflected in the Closing Date Balance Sheet that are included in the Net Payment Amount within thirty (30) days after the Closing Date, then such disagreement shall be referred to KPMG (the "**Selected Accountants**"). The determination of the Selected Accountants shall be conclusive and binding on each Party and the Net Payment Amount shall be calculated in light of such determination. One-half of the fees of the Selected Accountants shall be borne by Seller and one-half shall be borne by Buyer. The Net Payment Amount, as finally determined, owing by Buyer or Seller, as applicable, shall be paid within three (3) Business Days following the date of its determination.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES

Except as set forth in the Disclosure Letter, dated the date of this Agreement, delivered by Seller to Buyer contemporaneously with the delivery of this Agreement (the "Disclosure Letter"), each Seller Party, on a joint and several basis, represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, as follows:

3.1 Organization and Authority.

(a) Parent is a corporation, validly existing and in good standing under the laws of the State of Delaware, and as of the Closing Date will have all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and such action will have been duly authorized by all necessary corporation action of Parent.

(b) Alaska Broadcasting is a corporation, validly existing and in good standing under the laws of the State of Alaska, with all necessary corporate power and authority to own its properties and to conduct the Business as now owned and conducted by it. As of the Closing Date, Alaska Broadcasting will have all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and all Seller Ancillary Documents and to consummate the transactions contemplated hereby and thereby, and such action will have been duly authorized by Alaska Broadcasting's board of directors and shareholders.

(c) The individuals executing this Agreement and all Seller Ancillary Documents as trustees of the FCC Trust are the only trustees of the FCC Trust, and have all necessary power and authority, pursuant to the documents creating and governing the FCC Trust (the "**Trust Documents**") and pursuant to applicable Law, to execute and deliver all such documents on behalf of the FCC Trust.

3.2 Binding Effect. This Agreement has been duly executed and delivered by the FCC Trust, and constitutes the legal, valid and binding obligation of the FCC Trust, enforceable against the FCC Trust in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. As of the Closing Date, this Agreement will have been duly executed and delivered by Alaska Broadcasting and Parent, and will constitute the legal, valid and binding obligation of Alaska Broadcasting and Parent, enforceable against Alaska Broadcasting and Parent in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. Upon the execution and delivery by Seller of the Seller Ancillary Documents, each of such Seller Ancillary Documents will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies.

3.3 No Conflict; Consent.

(a) Except as set forth on Schedule 3.3(a) of the Disclosure Letter, neither the execution and delivery by any Seller Party of this Agreement or any Seller Ancillary Document, nor the consummation or performance of any of the transactions contemplated hereby or thereby, will (i) breach any provision of the articles (or certificate) of incorporation or bylaws (in the case

of Alaska Broadcasting and Parent) or the Trust Documents; (ii) breach any Law, Order or Permit to which any Seller Party or any of the Assets may be subject; (iii) breach any provision of, or give any Person the right to declare a default under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Contract to which Seller is a party or to which Seller or any of the Assets is bound or subject; or (iv) result in the imposition or creation of any Lien upon or with respect to any of the Assets.

(b) Other than any Stations Contracts entered into by Seller after the date of this Agreement in compliance with this Agreement, there are no Station Contracts for the use of any portion of the Station's channel capacity by any third party for any purpose whatsoever, other than one or more network affiliation agreements, all of which are identified in Schedule 2.1(c) of the Disclosure Letter.

(c) Except as specifically disclosed on Schedule 3.3(c) of the Disclosure Letter, no consent, approval or authorization of, filing or registration with, or notice to, any Person (including any Governmental Authority), other than the FCC, is required in connection with the execution and delivery by the Seller Parties of this Agreement or the consummation or performance by the Seller Parties of any of the transactions contemplated by this Agreement.

3.4 No Subsidiaries. Other than the ABTC Shares, Seller does not own, directly or indirectly, any interest or investment (whether equity or debt) in any other corporation, partnership, trust or other entity.

3.5 Closing Date Balance Sheet. The Closing Date Balance Sheet, upon delivery at Closing, will have been prepared in accordance with the books and records of Seller and will fairly present in all material respects the financial position of the Business as of the Closing Date, in conformity with GAAP, except as expressly set forth therein and except that the Closing Date Balance Sheet will omit footnotes and the disclosures required therein and will be subject to normal year-end adjustments. All current accounts receivable reflected on the Closing Date Balance Sheet will represent amounts for sales actually delivered or services actually provided or represent amounts receivable in respect of other bona-fide business transactions in the ordinary course of business consistent with past practices and, subject to the aggregate allowance for doubtful accounts reflected in the Closing Date Balance Sheet, will not be subject to any setoffs or counterclaims.

3.6 Liabilities. Seller Parties have no Liability that will, by reason of the transactions contemplated hereby (whether by reason of any instrument or agreement, by operation of law, or otherwise), devolve or become binding upon the Buyer (other than the Assumed Liabilities) or become a Lien (other than a Permitted Lien) upon or against any of the Assets.

3.7 Assets.

(a) Except for the Excluded Assets, the Assets constitute all of the property (intangible, as well as tangible) necessary for the operation of the Station in all material respects as now conducted. All tangible personal property and fixtures included in the Assets are in good operating condition, subject to normal wear and tear. The Seller Parties have (except as specifically disclosed on Schedule 3.7(a) of the Disclosure Letter), and at the Closing will

convey to Buyer, good and marketable title to all of the Assets free and clear of any and all Liens (other than Permitted Liens). All of the tangible Assets are in the possession and under the control of the Seller Parties.

(b) With respect to each parcel of Real Property and Leased Real Property, except as specifically disclosed on Schedule 3.7(b) of the Disclosure Letter: (i) Seller has good and marketable title to, or in the case of each parcel of Leased Real Property, a valid leasehold interest in, such parcel, free and clear of any Lien (other than Permitted Liens); (ii) there are no pending or, to the Knowledge of Seller threatened condemnation proceedings, lawsuits, or administrative actions relating to the parcel or other matters affecting materially and adversely the current use, occupancy, or value thereof; (iii) there are no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any party or parties (other than Seller) the right of use or occupancy of any portion of such parcel; (iv) in the case of each parcel of Real Property, there are no outstanding options or rights of first refusal to purchase such parcel, or any portion thereof or interest therein; (v) there are no parties (other than Seller) in possession of such parcel; and (vi) with respect to each parcel of Real Property, all facilities owned by Seller located on such parcel have received all approvals of Governmental Authorities (including Permits) required in connection with the ownership or operation thereof, and are being operated and maintained in accordance with applicable Laws and Permits in all material respects.

(c) Seller has posted to the Datasite (or, in the case of Station Contracts entered into by Seller after the date of this Agreement, will post to the Datasite) to Buyer true, correct and complete copies of all Station Contracts, including all amendments thereto (other than any Station Contract for the purchase of goods and services in the ordinary course of business consistent with past practices providing for aggregate payments by Seller of not more than $10,000 during the remainder of the term of such Contract). Seller has not entered into any oral modifications or oral commitments with respect to any Station Contract. Each of the Station Contracts is valid, binding and enforceable in accordance with its terms and in full force and effect, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. Neither Seller nor, to the Knowledge of Seller, any other party to any Station Contract is in material breach or default of such Station Contract, and no event has occurred which, with notice, lapse of time, or both, would constitute a material breach or default of such Station Contract or permit termination, modification or acceleration thereunder. No counterparty to any of the Station Contracts is entitled to any benefit or right under such Station Contract except as set forth in writing therein.

(d) The use of the Assets in the Business does not infringe or otherwise violate in any material respect the rights of any third party; and no third party is challenging, infringing or otherwise violating in any material respect any right of Seller in any of the Assets.

3.8 Permits, Etc. Seller has been granted or issued and holds all Permits required under applicable Law for the conduct and operation of the Business in all material respects in the manner in which it is presently conducted, and all such Permits are listed in Schedule 2.1(d). There are no proceedings are pending or, to the Knowledge of Seller, threatened, to revoke, terminate or cancel any of such Permits (other than proceedings relating to FCC Rules of general

applicability to the broadcast industry). Except as set forth in Schedule 3.8 of the Disclosure Letter, all such Permits are in full force and effect.

3.9 Compliance. Except as set forth on Schedule 3.9 of the Disclosure Letter, Seller is in material compliance with all applicable Laws and Permits affecting the Assets or the operation of the Station and the Business. Seller has timely filed all material reports with respect to the Station or the Assets that are required to be filed by applicable Laws, Orders or Permits, and all such reports filed are correct in all material respects. Further, and without limiting the foregoing Seller has timely paid all FCC regulatory fees for reporting periods 2008 through the date of this Agreement.

3.10 Litigation. Except as set forth on Schedule 3.10 of the Disclosure Letter, there are no material Claims pending or, to the Knowledge of Seller, threatened against Seller, the Station, the Business or any of the Assets and, to the Knowledge of Seller, there is no basis for any such Claim. There are no Claims pending or, to the Knowledge of Seller, threatened against Seller or any of its Affiliates that purport to enjoin or restrain the transactions contemplated by this Agreement. Except as set forth on Schedule 3.10 of the Disclosure Letter, none of Seller, the Station, the Business or the Assets is subject to any outstanding Orders.

3.11 Tax Matters. All tax returns required to be filed by or on behalf of Seller, the Business or the Assets have been timely filed, and all such tax returns are and were correct and complete in all material respects. Seller Parties have paid all taxes that are currently or have been due (whether or not shown on any tax return) from Seller or with respect to the Business or the Assets. There are no Liens for taxes on any of the Assets other than Liens for taxes which are not yet due and payable.

3.12 Employee Matters. Schedule 3.12(a) of the Disclosure Letter sets forth, as of the date hereof, a list of all individuals employed by Alaska Broadcasting and all individuals employed by FCC Trust who perform services primarily for the Business (collectively referred to as the "**Business Employees**"), including the base salary or wages for each Business Employee, and, as of the date of this Agreement, any base salary increases planned with respect to any Business Employees within the four months immediately following the date of this Agreement. None of the Business Employees are covered by a collective bargaining agreement. Schedule 3.12(b) of the Disclosure Letter sets forth each employment contract, pension, bonus, profit-sharing, stock option or other material agreements or arrangements, whether in writing or oral, providing for employee remuneration or benefits, to which the Seller Parties sponsor or maintain, or to which the Seller Parties are required to contribute, on behalf of the Business Employees (the "**Benefit Plans**"). There is no pending, or to Seller's Knowledge, threatened, labor dispute, strike or work stoppage affecting the Business. Seller does not maintain or have any Liability with respect to any "employee pension benefit plans" (including any multiemployer plans) as that term is defined in Section 3(2) of ERISA with respect to which Buyer could incur any Liability as a consequence of the purchase of the Assets contemplated in this Agreement.

3.13 Environmental. Except as set forth on Schedule 3.13 of the Disclosure Letter, the Assets and Seller's operation of the Assets and Business are, and for the three (3) years prior to the date of this Agreement have been, in material compliance with all Laws relating to the protection of human health and the environment and worker safety (collectively,

"**Environmental Laws**"), including the possession of all material permits, licenses and authorizations required under Environmental Laws. Except as set forth on Schedule 3.13 of the Disclosure Letter, Seller has not spilled, disposed, or otherwise released any Hazardous Substances on or under the Premises, except in all material respects in accordance with all applicable Environmental Laws, subject to such exceptions as would not result in material Liability to Buyer, and, to the Knowledge of Seller, Seller is not liable under Environmental Laws for the cleanup, remediation or other claims arising out of the release, management or disposal of Hazardous Substances. As used herein, "**Hazardous Substance**" means any substance, material or waste that (a) is regulated under any Environmental Law, (b) without limitation of the generality of clause (a), is deemed under or by any Environmental Law or Governmental Authority to be "hazardous," "toxic," a "contaminant," "solid waste," "waste," a "nuisance," a "pollutant" or words with similar meaning, and includes petroleum and petroleum products, crude oil or any fraction or by-product thereof, PCBs, PCB wastes, asbestos, asbestos containing products and materials and radioactive substances or (c) the presence of which requires remedial action pursuant to applicable Environmental Laws.

3.14 Carriage by Multichannel Video Programming Distributors. Schedule 3.14 of the Disclosure Letter contains a list of all retransmission consent agreements with multichannel video programming distributors ("**MVPDs**"), including cable television systems, telephone companies, and direct broadcast satellite service providers, that carry the Station's signal to their respective subscribers or members. The Station's signal is not carried by any MVPD pursuant to the Seller's assertion of mandatory carriage rights, except as noted in Schedule 3.14 of the Disclosure Letter. No MVPD has notified Seller in writing of any signal quality issue, copyright liability issue, or other issue that may cause or has caused any such MVPD to fail to carry the Station's signal to such MVPD's subscribers or members. To the Knowledge of Seller, no MVPD has sought any form of relief from the FCC from the obligation to carry the Station's signal to such MVPD's subscribers or members. Schedule 3.14 of the Disclosure Letter indicates the channel on which the Station's signal is carried by each MVPD providing such carriage as of the date of this Agreement.

3.15 Uninterrupted Operation. During the twelve (12) months preceding the date of this Agreement, the Station has not been off the air for a period of more than two (2) consecutive days, nor more than a total of five (5) non-consecutive days, for any reason, and has not operated at substantially reduced power for a period of more than ten (10) consecutive days, nor more than a total of fifteen (15) non-consecutive days, for any reason.

3.16 Consideration for the Assets. The transactions contemplated by this Agreement are not intended to hinder, delay or defraud any Person to which Seller is or becomes, on or immediately after the Closing Date, indebted. The Purchase Price paid hereunder and the assumption by Buyer of the Assumed Liabilities hereunder represents reasonably equivalent value and fair consideration for the Assets.

3.17 Brokers or Finders. No broker, finder, similar intermediary or other Person is or will be entitled to any brokerage commissions, finder's fees or similar fees or commissions from Buyer or any of its Affiliates based on any arrangement made by or on behalf of the Seller Parties or any of their Affiliates, or any action taken by or on behalf of the Seller Parties or any of their Affiliates.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Each Buyer Party, on a joint and several basis, represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

4.1 Organization and Authority.

(a) Buyer is a corporation, validly existing and in good standing under the laws of the State of Alaska. Buyer has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and all Buyer Ancillary Documents and to consummate the transactions contemplated hereby and thereby, and such action has been duly authorized by all necessary corporate action.

(b) GCI is a corporation, validly existing and in good standing under the laws of the State of Alaska. GCI has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and thereby, and such action has been duly authorized by all necessary corporate action.

4.2 Binding Effect. This Agreement has been duly executed and delivered by each Buyer Party, and this Agreement constitutes the legal, valid and binding obligations of each Buyer Party, enforceable against such Buyer Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. Upon the execution and delivery by Buyer of the Buyer Ancillary Documents, each of such Buyer Ancillary Documents will constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies.

4.3 No Conflict.

(a) Neither the execution and delivery by either Buyer Party of this Agreement or any Buyer Ancillary Document, nor the consummation or performance of any of the transactions contemplated hereby or thereby, will (i) breach any provision of the articles of incorporation or bylaws (or other similar governing instruments) of either Buyer Party; and (ii) breach any Law or Order to which either Buyer Party may be subject or any of their assets may be subject.

(b) No consent, approval or authorization of, filing or registration with, or notice to, any Person (including any Governmental Authority), other than the FCC, is required in connection with the execution and delivery by the Buyer Parties of this Agreement or the consummation or performance by the Buyer Parties of any of the transactions contemplated by this Agreement.

4.4 Litigation. There are no Claims pending or, to the Knowledge of Buyer, threatened against Buyer or any of its Affiliates purporting to enjoin or restrain the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated by this Agreement.

4.5 Qualification. Buyer is legally, financially, and otherwise qualified to hold the Permits issued by the FCC under the Communications Laws, subject to its receipt of confirmation from its attributable interest holders that they do no currently hold ownership interests that would render Buyer unqualified to hold the Permits issued by the FCC under the Communications Laws.

4.6 Brokers or Finders. No broker, finder, similar intermediary or other Person is or will be entitled to any brokerage commissions, finder's fees or similar fees or commissions from Seller or any of its Affiliates based on any arrangement made by or on behalf of the Buyer Parties or any of their Affiliates, or any action taken by or on behalf of the Buyer Parties or any of their Affiliates.

ARTICLE V

CONDITIONS TO CLOSING

5.1 Conditions to Buyer's Performance. Buyer's obligations to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing are subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in whole or in part by Buyer in writing:

(a) Representations, Warranties and Covenants. All representations and warranties of Seller Parties made in this Agreement shall be accurate in all material respects, except that representations and warranties qualified by materiality shall be true and correct in all respects, in each case as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date, except for representations and warranties that speak as of a specific date or time other than the Closing Date (which need only be accurate as of such date or time). In addition, Seller Parties shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Seller Parties at or prior to the Closing.

(b) Consents. All of the consents, approvals, notices and authorizations referenced in items 1-12 on Schedule 3.3(c) of the Disclosure Letter shall have been obtained and shall be in full force and effect (or, in the case of notices, shall have been duly and timely provided). In the case of any and all consents of the FCC to the voluntary assignments of all Permits from the FCC required for the operation of the Business from Seller to Buyer (except for any and all consents or approvals required for the assignment of any earth station or private microwave authorization), such consents shall have become Final Orders (as defined in the next-succeeding sentence). For purposes of this Agreement, the FCC consents referred to in the immediately-preceding sentence shall have become "**Final Orders**" when (i) the grants of such consents shall not have been vacated, reversed, stayed, enjoined, set aside, nullified, suspended, or modified, (ii) there shall not be pending before the FCC or any court any notice, motion,

request, petition, or application for a stay, rehearing, reconsideration, review, or appeal from the grants of such consents, (iii) the FCC shall not have decided to, or have indicated that it will, on its own motion, rehear, review, or reconsider the grants of such consents, and (iv) the time periods provided by Law for the filing of any such notice, motion, request, petition, or application as contemplated in clause (ii), or for the FCC on its own motion to take or to have taken the action contemplated in clause (iii), shall have expired.

(c) No Adverse Proceedings. No Claim shall have been instituted or threatened against, and no Order shall have been rendered against, Buyer or Seller (or any Affiliate thereof) to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or to obtain damages payable by Buyer or its Affiliates to any Person (other than Buyer or its Affiliates), in respect of this Agreement or the transactions contemplated by this Agreement.

(d) No Material Adverse Change. No materially adverse change, event or occurrence shall have occurred since the date of this Agreement and continue to exist that has had, or could be reasonably expected, individually or in the aggregate, to have, a Material Adverse Effect.

(e) Documents. Seller shall have caused the documents, certificates and instruments required by Section 2.6(a) to be delivered (or tendered subject only to Closing) to Buyer.

(f) No Change to Certain Station Contracts. Except to the extent Buyer shall have otherwise consented in writing, (i) none of the retransmission consent agreements listed on Schedule 3.14 of the Disclosure Letter shall have been terminated by Seller, or been modified or amended in any material respect (other than any extension of the term of any such retransmission consent agreement by a period of six (6) months or less) and (ii) the lease agreement for the Leased Real Property located at 3330 Arctic Blvd., Suite 206, Anchorage, Alaska shall not have been modified or amended in any material respect (including any extension of the term of such lease agreement).

(g) Evidence of Removal of Tanks and Capacitors. Seller shall have delivered evidence, in form and substance reasonably satisfactory to Buyer, that the above-ground storage tank and PCB containing capacitors located on the Real Property referred to in Section 7.3 of the Phase I report referred to in Schedule 3.13 of the Disclosure Letter have been removed from the Real Property and disposed of, and that the removal and disposal complied with applicable Law, including Environmental Laws.

(h) Seller Corporate Approvals. (x) The boards of directors of Alaska Broadcasting and Parent shall have adopted resolutions approving the execution and delivery of this Agreement, the Seller Ancillary Agreements to be executed and delivered by Alaska Broadcasting and Parent, as applicable, and the performance by Alaska Broadcasting and Parent of their obligations hereunder and thereunder, and (y) the stockholders of Alaska Broadcasting shall have approved the sale by Alaska Broadcasting of all Assets held by Alaska Broadcasting pursuant to the terms of this Agreement.

5.2 Conditions to Seller's Performance. Seller's obligations to sell the Assets and to take the other actions required to be taken by Seller at the Closing are subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in whole or in part by Seller in writing:

(a) Representations, Warranties and Covenants. All representations and warranties of Buyer Parties made in this Agreement shall be accurate in all material respects, except that representations and warranties qualified by materiality shall be true and correct in all respects, in each case as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date, except for representations and warranties that speak as of a specific date or time other than the Closing Date (which need only be accurate as of such date or time). In addition, Buyer Parties shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Buyer Parties at or prior to the Closing.

(b) FCC Consents. All consents of the FCC to the voluntary assignments of all Permits from the FCC required for the operation of the Business from Seller to Buyer shall have been obtained and shall be in full force and effect.

(c) No Adverse Proceedings. No Claim shall have been instituted or threatened against, and no Order shall have been rendered against, Buyer or Seller (or any Affiliate thereof) to restrain or prohibit the transactions contemplated by this Agreement, or to obtain damages payable by Seller or its Affiliates to any Person (other than Seller or its Affiliates), in respect of this Agreement or the transactions contemplated by this Agreement.

(d) Documents and Payment. Buyer shall have caused the documents, certificates and instruments required by Section 2.6(b) and the Purchase Price to be delivered (or tendered subject only to Closing) to Seller.

(e) Seller Corporate Approvals. (x) The boards of directors of Alaska Broadcasting and Parent shall have adopted resolutions approving the execution and delivery of this Agreement, the Seller Ancillary Agreements to be executed and delivered by Alaska Broadcasting and Parent, as applicable, and the performance by Alaska Broadcasting and Parent of their obligations hereunder and thereunder, and (y) the stockholders of Alaska Broadcasting shall have approved the sale by Alaska Broadcasting of all Assets held by Alaska Broadcasting pursuant to the terms of this Agreement.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Access and Investigation.

(a) Between the date of this Agreement and the Closing, upon reasonable advance notice received from Buyer, Seller (i) shall afford Buyer and its representatives reasonable access, during regular business hours, to all personnel, properties, Contracts, Permits, books and records and other documents and data of Seller, such right of access to be exercised in a manner that does not unreasonably interfere with the operations of Seller; and (ii) furnish

advance notice received from Buyer, Seller (i) shall afford Buyer and its representatives

Buyer and its representatives with such data and information as Buyer may reasonably request pertaining to the Business, the Assets and the Assumed Liabilities; provided, however, that Seller may limit such access described in clauses (i) and (ii) above to the extent such access (x) could, in the opinion of Seller's counsel, violate or give rise to Liability under applicable Laws, (y) would require Seller or any of its Affiliates to waive any attorney-client privilege or (z) conflicts with any confidentiality obligations to which Seller or any of its Affiliates is bound; and provided, further, that Seller shall not be required to permit any invasive or intrusive environmental testing, sampling, assessment, investigation, audit or inspection in, at, on, above or under any of the Premises or any of the buildings, structures, improvements, fixtures or tangible personal property located on the Premises or included in the Assets. Unless otherwise agreed to in writing by Seller, all requests for access to personnel, properties, Contracts, Permits, books and records and other documents and data of Seller and such other date and information as Buyer or its counsel may reasonably request pursuant to this Section 6.1(a) shall be submitted or directed only to the Chief Financial Officer of Parent, the General Manager of the Station or counsel to Seller.

(b) All Contracts, Permits, books and records, documents, data and other information concerning the Station, the Business or any of the Seller Parties provided to Buyer or any of its Affiliates or representatives by or on behalf of the Seller Parties or any of their Affiliates or representatives (whether pursuant to Section 6.1(a) or otherwise) is and shall constitute "Evaluation Material" for all purposes of the Confidentiality Agreement dated August 23, 2012, among Parent, the FCC Trust and GCI, as amended from time (the "**Confidentiality Agreement**").

6.2 Operation of the Business.

(a) Between the date of this Agreement and the Closing, except as expressly provided in or otherwise contemplated by this Agreement, and except to the extent that Buyer otherwise shall consent (which consent shall not be unreasonably withheld, delayed or conditioned) or as required by applicable Laws, Seller shall:

(i) continue to operate the Station and the Business only in the ordinary course of business, in accordance with past practice, and in compliance with all applicable Laws;

(ii) use commercially reasonable efforts to preserve current relationships with employees, suppliers and others having business relationships with the Station and the Business, to maintain all Permits in full force and effect, and to protect the operations of the Station and the Business from objectionable electrical or other interference from third parties;

(iii) not permit any Liens (other than Permitted Liens) to be placed on the Assets;

(iv) not increase the base salary or wages of any Business Employee, except for regularly scheduled increases in the ordinary course of business consistent with past practice not to exceed 3% of the base salaries or wages in effect immediately prior to the date hereof; and

(v) use commercially reasonable efforts to cause the conditions specified in Section 5.1 to be satisfied, and promptly notify Buyer in writing if it becomes aware of any fact or condition that might cause any of such conditions not to be satisfied.

(b) From time to time prior to the Closing, Seller shall have the right (but not the obligation) to deliver to Buyer written notice that any representation or warranty of the Seller Parties contained herein is not accurate, which notice shall include a revised Disclosure Letter. Such notice shall be deemed to have cured any such breach of any representation or warranty that otherwise might have existed and such revised Disclosure Letter shall become the Disclosure Schedule in effect for all purposes hereof; provided that if any such representation or warranty of the Seller Parties contained herein is not accurate in a manner that would result in a failure of the condition specified in the first sentence of Section 5.1, Buyer shall be entitled to terminate this Agreement by delivering written notice thereof to Buyer effective as of the 10th Business Day after receipt by Buyer of such notice.

6.3 No Negotiations with Others. Until such time as this Agreement shall be terminated pursuant to Section 6.9, no Seller Party shall, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer and its Affiliates) relating to any business combination transaction involving the Station, Business or Assets, including the sale of shares of Alaska Broadcasting's capital stock, the merger or consolidation of Alaska Broadcasting or the sale of the Station, Business or Assets. For the avoidance of doubt, the preceding sentence does not apply to any merger, consolidation or sale of securities of Parent, or any sale, transfer or other disposition of all or substantially all of the assets of Parent and its subsidiaries (including Seller) or other business combination transaction involving Parent; provided, that Parent represents and warrants to Buyer that as of the date of this Agreement there is no such transaction currently pending; and provided further that in the event of any sale, transfer or other disposition of all or substantially all of the assets of Parent and its subsidiaries (including Seller), Parent shall require the transferee of such assets to assume all obligations of Parent hereunder.

6.4 Governmental Approvals.

(a) Promptly following the execution of this Agreement, the Parties will proceed to prepare and file with the appropriate Governmental Authorities any requests for consents, approvals or authorizations that are required from Governmental Authorities in connection with the transactions contemplated by this Agreement and will jointly, diligently and expeditiously prosecute, and will cooperate fully with each other in the prosecution of any such requests and proceedings necessary to secure any such consents, approvals or authorizations.

(b) If any objections are asserted with respect to the transactions contemplated hereby under any Communications Laws or if any suit is instituted by any Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Communications Laws, the Parties shall use their commercially reasonable efforts to oppose or resolve any such objections or challenge as such Governmental Authority or private party may have to such transactions under such Communications Laws so as to permit consummation of the transactions contemplated by this Agreement.

(c) Notwithstanding anything herein to the contrary, each Party shall use commercially reasonable efforts to enter into a tolling or similar agreement with the FCC as necessary to obtain the FCC's renewal of the Trust's Permits from the FCC for the Station and the consent of the FCC to the voluntary assignment of the Permits issued by the FCC referred to in Section 5.1(b); provided that, for the avoidance of doubt, to the extent that the FCC requires Buyer to assume any liabilities related to the activities or operations of the Station prior to the Closing pursuant to any such tolling or similar agreement with the FCC, all such liabilities shall continue to be treated as "Excluded Liabilities" for all purposes of this Agreement, including Section 7.2. The Parties shall cooperate and consult with each other to the maximum extent possible in connection with the negotiation, drafting, execution and delivery, and implementation of any such tolling or similar agreement with the FCC.

6.5 Further Assurances. Each Seller Party agrees that, at any time and from time to time on and after the Closing Date, it will, upon the reasonable request of Buyer, take all steps reasonably necessary to place Buyer in possession and operating control of the Assets, and each Seller Party will do, execute, acknowledge and deliver all further acts, deeds, assignments, conveyances, transfers, powers of attorney or assurances as reasonably required to assign, convey, transfer, grant, assure and confirm to Buyer, or to aid and assist in the collection of or reducing to possession by Buyer of, all of the Assets, or to vest in Buyer good, valid and marketable title to the Assets as contemplated hereby. Each Buyer Party agree that, at any time and from time to time after the Closing Date, it will, upon reasonably request of Seller take all steps reasonably necessary to effectuate Buyer's assumption of the Assumed Liabilities as contemplated hereby.

6.6 Confidentiality; Announcements. Without limitation of the obligations of the Parties under the Confidentiality Agreement, each Party agrees to keep confidential any and all information and documents relating to this Agreement or any of the terms of the transactions contemplated by this Agreement (collectively, "**Confidential Information**"), and shall not disclose such Confidential Information to any Person or use such Confidential Information in any manner, unless (i) such Party first obtains the prior written consent of the other Party to the specific proposed disclosure, (ii) such Confidential Information is or becomes generally available to the public other than by disclosure by the disclosing Party, or (iii) use or disclosure of such Confidential Information shall be required by applicable Law (including applicable securities laws) or Order of any Governmental Authority or any Contract to which such Party is a party or is bound as of the date of this Agreement. Notwithstanding the foregoing: (a) each Party may use Confidential Information before the Closing as needed in order to evaluate and consummate the transactions contemplated by this Agreement (including the disclosure of any Confidential Information to any director, officer, employee, advisor, financing source or other representative of such Party); (b) each Party may use and disclose Confidential Information as may be necessary to establish or enforce the rights, or to perform (or cause to be performed) the obligations, of such Party under, or to defend against any Claim by any other Party or any other Person entitled to indemnification under, this Agreement or any Ancillary Document; (c) from and after the Closing, Parent may disclose any Confidential Information to its shareholders, and Alaska Broadcasting may disclose Confidential Information to its shareholders prior to the Closing, provided that in each case of disclosure to shareholders Buyer is informed prior to such disclosure, the Confidential Information being disclosed is marked confidential and the shareholders are directed to keep such Confidential Information confidential; and (d) from and

Alaska Broadcasting may disclose Confidential Information to its shareholders prior to the

after the Closing, the provisions of this Section 6.6 shall not apply to or restrict in any manner Buyer's use of any Confidential Information relating to any of the Assets or the Assumed Liabilities. Prior to the Closing, neither Party (or any Affiliate thereof) shall, without the prior written permission of the other Party, 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 obligated by Law to make such announcement.

6.7 Employees.

(a) Buyer shall offer employment, contingent on the Closing, to each of the Business Employees listed on Schedule 3.12(a) of the Disclosure Letter employed by Seller immediately prior to the Closing and to any employee hired by Seller between the date of this Agreement and the Closing in replacement of any Business Employee listed on Schedule 3.12(a) of the Disclosure Letter whose employment terminated with Seller prior to the Closing (collectively, the "**Offeree Employees**"), such employment to be effective as of immediately following the Closing; provided that such offers of employment shall be subject to Buyer's reasonable satisfaction with the results of its standard pre-employment background check. Buyer's offer of employment to each such Offeree Employee shall provide for (i) the same level of base salary or wages provided to such employee immediately prior to the Closing, and (ii) other employee benefits, no less favorable, in the aggregate, to those provided by Buyer to its similarly situated employees, including the opportunity to participate in a group health plan pursuant to Section 6.7(e). Such Offeree Employees who accept such offers of employment and become employees of Buyer immediately following the Closing shall be referred to herein as "**Transferred Employees**." Subject to applicable Laws, it is understood and agreed that any employment offered by Buyer is "at will" and may be terminated by Buyer or by an employee at any time for any reason.

(b) The Transferred Employees shall cease active participation in the Benefit Plans effective as of the Closing Date.

(c) Except as otherwise provided in Section 6.7(f), Seller shall be responsible for (i) any Liability with respect to the Benefit Plans, and (ii) the payment of all wages and other remuneration due to Offeree Employees with respect to their services as employees of Seller, including any bonus payments or vacation pay earned prior to the Closing.

(d) Seller or Parent, as applicable, shall provide continuation coverage required by Section 4980B of the Code and Sections 601 to 608 of ERISA ("**COBRA**") to all Offeree Employees and former employees of the Business and their covered beneficiaries who are entitled to COBRA with respect to "qualifying events" (as defined in Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA) which are incurred on or prior to the Closing Date. Buyer shall provide COBRA coverage with respect to any Transferred Employees and their covered beneficiaries who are entitled to COBRA coverage with respect to "qualifying events" (as defined in Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA) which are incurred after the Closing Date.

(e) Effective as of the Closing, Buyer shall offer Transferred Employees and their eligible spouses and dependents the opportunity to participate in a group health plan.

(f) Buyer shall assume any accrued but unused vacation time for each Transferred Employee to the extent reflected in the Net Payment Amount as determined pursuant to Section 2.9.

(g) The provisions of this Section 6.7 are for the sole benefit of the Parties and nothing herein, expressly or impliedly, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefit plans maintained for or provided to Transferred Employees prior to or following the Closing or (ii) confer upon or give any Person, other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies with respect to the matters provided for in this Section 6.7 under or by reason of any provisions of this Agreement.

6.8 Access to Records.

(a) To the extent that any of the books, records, or other materials described in Section 2.2(b) are necessary or reasonably pertinent to Buyer's operation or management of the Business following the Closing Date, Seller Parties will, upon Buyer's written request, allow Buyer to examine the same and make copies therefrom for a period of five (5) years after the Closing Date, during normal business hours. In addition, from and after the fifth (5th) anniversary, Seller shall give Buyer at least two weeks' prior written notice of any proposed transaction or other action as a result of which possession of at least duplicate copies of any such books and records shall cease to be retained by the Seller Parties, and shall give Buyer a reasonable opportunity to remove and retain any part of such books and records. Buyer Parties shall reimburse the Seller Parties for any and all out-of-pocket expenses they may incur in connection with this Section 6.8(a).

(b) To the extent any of the books or records described in Section 2.1 are necessary or reasonably pertinent to financial reporting and accounting matters, the preparation and filing of any tax returns or reports, the investigation, defense or prosecution of any Claim or any other reasonable purpose of any Seller Party, Buyer Parties will, for a period of five (5) years after the Closing Date, upon Seller's written request, allow Seller to examine and make copies therefrom during normal business hours. In addition, from and after the fifth (5th) anniversary, Buyer shall give Seller at least two weeks' prior written notice of any proposed transaction or other action as a result of which possession of at least duplicate copies of any such books and records shall cease to be retained by the Buyer Parties, and shall give Seller a reasonable opportunity to remove and retain any part of such books and records. Seller Parties shall reimburse the Buyer Parties for any and all out-of-pocket expenses they may incur in connection with this Section 6.8(b).

6.9 Termination.

(a) This Agreement may be terminated at any time prior to the Closing (i) by mutual written consent of Seller and Buyer; (ii) by Buyer upon written notice to Seller, if any Seller Party is in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement such that the condition set forth in Section 5.1(a) would not be satisfied, to the extent Buyer has provided written notice of such breach to Seller and such breach has not been cured within thirty (30) days after the date such notice is given; provided

that Buyer shall not have the right to terminate this Agreement pursuant to this Section 6.9(a)(ii), if either Buyer Party is then in material breach of any of its representations, warranties, covenants or other agreements set forth in this Agreement; (iii) by Seller upon written notice to Buyer, if either Buyer Party is in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement such that the condition set forth in Section 5.2(a) would not be satisfied, to the extent Seller has provided written notice of such breach to Buyer and such breach has not been cured within thirty (30) days after the date such notice is given; provided that Seller shall not have the right to terminate this Agreement pursuant to this Section 6.9(a)(iii), if any Seller Party is then in material breach of any of its representations, warranties, covenants or other agreements set forth in this Agreement; (iv) by Buyer upon written notice to Seller, if any condition in Section 5.1 shall become incapable of satisfaction (other than as a result of action or inaction by either Buyer Party in contravention of the provisions hereof); (v) by Seller upon written notice to Buyer, if any condition in Section 5.2 shall become incapable of satisfaction (other than as a result of action or inaction by any Seller Party in contravention of the provisions hereof); or (iv) by Buyer or Seller upon written notice to the other Parties, on or after December 31, 2013, if the Closing has not occurred (other than as a result of action or inaction by the party seeking to terminate this Agreement (or its Affiliates) in contravention of the provisions hereof).

(b) If this Agreement is terminated pursuant to this Section 6.9 or Section 6.2(b), all obligations of the Parties under this Agreement will terminate, except that the obligations of the Parties contained in Section 6.1(b), Section 6.6, this Section 6.9(b), Article VIII, the representations and warranties contained in Sections 3.17 and 4.6 and the obligations contained in Article VII (to the extent relating to such Sections), which will survive any termination of this Agreement, this Agreement will forthwith become null and void, and no Party or any of its Affiliates, officers, directors, employees, agents, consultants, stockholders or principals will have any Liability hereunder or with respect hereto, except that nothing contained herein shall relieve any party from Liability for any willful failure to comply with any covenant or agreement contained herein and the provisions of Article VII hereof shall in each such case survive any termination of this Agreement with respect to any such willful failure.

6.10 Consents. The Parties shall use commercially reasonable efforts to obtain any third-party approvals or consents necessary for the assignment of any of the Station Contracts or Permits from Seller to Buyer; provided, however, that such efforts shall not require either Party to make a payment to or for the benefit of any third party that is not already required by the Station Contract or Permit to be assigned to Buyer. To the extent that any such Station Contract or Permit may not be assigned to Buyer without the approval or consent of any third party, and such approval or consent is not obtained prior to the Closing, notwithstanding anything in this Agreement to the contrary, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract or Permit; provided, however, with respect to any such Station Contract or Permit, Seller and Buyer shall cooperate with each other to the extent feasible in order to effectuate a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under such Station Contract or Permit from and after the Closing, and to the extent of any such benefits actually received, Buyer shall pay and perform Seller's obligations arising under such Station Contract or Permit from and after the Closing in accordance with the terms of such Station Contract or Permit.

6.11 Notification of Certain Matters. Between the date of this Agreement and the Closing, Buyer shall promptly notify Seller in writing if it or any of its Affiliates become aware of any facts or circumstances that may cause any of the conditions specified in Section 5.2 not to be satisfied.

6.12 Cooperation in Litigation. Each Party shall (and shall cause its Affiliates to) reasonably cooperate with each other at the requesting Party's expense in the prosecution or defense of any Claim arising from or related to the Station or the Business prior to the Closing and involving one or more third parties. The Party requesting such cooperation shall pay the reasonable out-of-pocket expenses incurred in providing such cooperation (including reasonable legal fees and disbursements) by the Party providing such cooperation and by its Affiliates and its and their officers, directors, employees and agents, but shall not be responsible for reimbursing such Party or its Affiliates or its and their officers, directors, employees and agents for their time spent in such cooperation.

6.13 Reporting Assistance Obligations of Buyer Parties. For a period of three years after the Closing, the Buyer Parties will (and will cause their Affiliates to) reasonably assist the Seller Parties and their Affiliates in preparing information required by applicable Law to be furnished to Governmental Authorities after the Closing to the extent that such information relates to the transactions contemplated by this Agreement, the Business, the Assets and/or the Assumed Liabilities. Such information includes, but is not limited to, information required by the Seller Parties and their Affiliates to comply with their financial reporting requirements. Seller shall reimburse the Buyer Parties for all reasonable out-of-pocket expenses (excluding internal costs) actually incurred by the Buyer Parties and their Affiliates in connection with the compliance by the Buyer Parties of their obligations under this Section 6.13. Prior to making any request that Buyer Parties provide information under this Section 6.13, Seller Parties agree to take commercially reasonable measures to limit the scope of the request.

6.14 Control. Notwithstanding any other provision set forth in this Agreement, Buyer shall not, directly or indirectly, control, supervise, or direct, nor attempt, directly or indirectly, to control supervise, or direct, the Business and the operations of the Station prior to the Closing. Consistent with Law, including the Communications Laws, control, supervision, and direction of the Business and the operations of the Station at all times prior to the Closing shall remain exclusively vested in Seller.

6.15 No Buyer Conflicting Transactions. Until the earlier of the Closing or the termination of this Agreement pursuant to Section 6.9, neither Buyer nor any Affiliate of Buyer, nor any Person with an attributable FCC interest in Buyer or any Affiliate of Buyer, shall enter into any agreement or transaction with any Person other than Seller that would render Buyer unqualified under the Communications Laws to secure the consent of the FCC to the voluntary assignment of the Permits issued by the FCC referred to in Section 5.1(b).

6.16 Payment of Taxes. Following the Closing Date, Seller Parties agree to pay all taxes, assessments and other governmental charges as they become due and payable to the extent they relate to a Permitted Lien on the Closing Date other than any taxes, assessments and other governmental charges that have been or will be prorated pursuant to Section 2.9.

ARTICLE VII

INDEMNIFICATION AND SURVIVAL

7.1 Survival. All representations and warranties made in this Agreement or in any Ancillary Document will survive the Closing for a period of eighteen (18) months following the Closing Date. All covenants and agreements made in this Agreement or in any Ancillary Document which by their terms are to be performed after the Closing will survive the Closing without any time limitation (provided, however, that those covenants and agreements which by their express terms are to be performed within a limited period after the Closing will survive the Closing for such limited period).

7.2 Indemnification by Seller Parties. If the Closing occurs, each Seller Party agrees, on a joint and several basis, to indemnify, hold harmless, and defend Buyer, its Affiliates, officers, directors, employees, agents, successors, and assigns (collectively, "**Buyer's Indemnified Persons**"), on a Net After-Tax Basis, from and against, and reimburse each of Buyer's Indemnified Persons with respect to, any and all losses, damages, claims, liabilities, costs, and expenses, including interest from the date of such loss to the time of payment, penalties, reasonable attorneys' fees (including reasonable attorneys' fees on appeal) and costs of investigation and defense (collectively, "**Damages**") incurred by any of Buyer's Indemnified Persons by reason of or arising out of or in connection with:

(a) Any breach or inaccuracy of any representation or warranty of the Seller Parties made in Article III of this Agreement, with all such representations and warranties being interpreted for purposes of this Section 7.2(a) without giving any effect to any qualifications or limitations as to "material," "materiality" or "Material Adverse Effect" set forth in Article III;

(b) Any breach of, or failure by any Seller Party to perform, any covenant required to be performed by it pursuant to this Agreement or any Seller Ancillary Document; or

(c) Any Excluded Liability.

This indemnification extends to any Damages suffered by any of Buyer's Indemnified Persons, whether or not a claim is made against any of them by any third party.

7.3 Indemnification by Buyer Parties. If the Closing occurs, each Buyer Party agrees, on a joint and several basis, to indemnify, hold harmless, and defend Seller, its Affiliates, officers, directors, employees, agents, successors, and assigns (collectively, "**Seller's Indemnified Persons**"), on a Net After-Tax Basis, from and against, and reimburse each of Seller's Indemnified Persons with respect to, any and all Damages incurred by any of Seller's Indemnified Persons by reason of or arising out of or in connection with:

(a) Any breach or inaccuracy of any representation or warranty of the Buyer Parties made in Article IV of this Agreement;

(b) Any breach of, or failure by any Buyer Party to perform, any covenant required to be performed by it pursuant to this Agreement or any Buyer Ancillary Document; or

(c) Any Assumed Liability.

This indemnification extends to any Damages suffered by any of Seller's Indemnified Persons, whether or not a claim is made against any of them by any third party.

7.4 Limits on Indemnification. Notwithstanding anything herein to the contrary, the liability of Seller Parties under Section 7.2(a) above will be subject to the following limitations:

7.4.1 No claim for indemnity pursuant to Section 7.2(a) will be effective unless written notice of such claim (describing the basic facts or events, the existence or occurrence of which constitute or have resulted in the alleged breach of a representation or warranty made in this Agreement or which otherwise form the basis of the claim) has been given by the Buyer Parties within eighteen (18) months after the Closing Date;

7.4.2 Seller Parties shall have no Liability pursuant to Section 7.2(a) until the aggregate amount of Damages of the Buyer's Indemnified Persons for which indemnification would otherwise be available under Section 7.2(a) (other than fees, costs and expenses of any kind incurred by Buyer's Indemnified Persons and their counsel, accountants, financial advisors and other experts and representatives in investigating, preparing for or defending against, or providing evidence, producing documents or taking any other actions with respect to, any threatened or asserted Third-Party Claim or any other claim or possible claim for indemnification under Section 7.2(a), including fees, costs and expenses incurred in enforcing the Buyer's Indemnified Persons rights under Section 7.2(a) (collectively, "**Legal Expenses**")) exceeds One Hundred Seventy Three Thousand Dollars ($173,000.00) (the "**Basket Amount**"), after which Seller Parties will be obligated to indemnify the Buyer's Indemnified Persons for all Damages, including that portion of such Damages that exceed the Basket Amount and all Legal Expenses; provided, however, that the limitations set forth in this Section 7.4.2 shall not apply to Damages incurred by a Buyer's Indemnified Person by reason of a breach of a representation or warranty contained in Sections 3.1, 3.2 and 3.6, the third sentence of Section 3.7(a) and Sections 3.7(b)(i) and 3.17;

7.4.3 The cumulative aggregate amount of all Liabilities of Seller Parties for all claims for indemnity pursuant to Section 7.2(a) shall in no event exceed an amount equal to Two Million Seventy Seven Thousand Five Hundred Dollars ($2,077,500.00); provided, however, that the limitations set forth in this Section 7.4.3 shall not apply to Damages incurred by a Buyer's Indemnified Person by reason of a breach of a representation or warranty contained in Sections 3.1, 3.2 and 3.6, the third sentence of Section 3.7(a) and Sections 3.7(b)(i) and 3.17;

7.4.4 The cumulative aggregate amount of all Liabilities of Seller Parties with respect to all claims for indemnity pursuant to Section 7.2 shall in no event exceed an amount equal to the Purchase Price; provided, however, this limitation will not apply to claims arising as a result of actual fraud on the part of any Seller Party; and

7.4.5 No Seller's Indemnified Persons shall be entitled to recover indirect, special, consequential, incidental, punitive or business interruption damages or lost profits, cost savings or synergies pursuant to Section 7.2, except to the extent actually paid to a third party pursuant to an award, decree or settlement in any Third-Party Claim.

7.5 Indemnification Procedure.

7.5.1 Third-Party Claims.

(a) Each indemnified party will, with reasonable promptness, and in any event within thirty (30) days after obtaining knowledge thereof, provide the indemnifying party with written notice of all third-party actions, suits, proceedings, claims, demands, or assessments against it that may be subject to the indemnification provisions of Section 7.2 or Section 7.3 (collectively, "**Third-Party Claims**"), including, in reasonable detail, the basis for the claim, the nature of Damages, and a good-faith estimate of the amount of Damages.

(b) The indemnifying party will have thirty (30) days after its receipt of the indemnified party's claim notice pursuant to Section 7.5.1(a) to notify the indemnified party in writing whether the indemnifying party elects to undertake, conduct, and control, through counsel of its choosing (subject to the consent of the indemnified party, such consent not to be unreasonably withheld, delayed or conditioned), and at its sole risk and expense, the good-faith settlement or defense of the Third-Party Claim. The indemnifying party shall not have the right to make such election, however, if (i) it fails to provide reasonable assurance to the indemnified person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim or (ii) the indemnified party makes the determination described in clause (ii) of paragraph (c) below.

(c) Subject to the provisions of paragraph (b), if within thirty (30) days after its receipt of the indemnified party's claim notice pursuant to Section 7.5.1(a), the indemnifying party notifies the indemnified party in writing that it elects to undertake the good-faith settlement or defense of the Third-Party Claim, the indemnified party will reasonably cooperate with the indemnifying party in connection therewith, including, without limitation, by making available to the indemnifying party all relevant information material to the defense of the Third-Party Claim (provided, however, that the parties will cooperate in such a manner as to preserve in full, to the extent possible, the confidentiality of all confidential information and the attorney-client and work-product privileges). The indemnified party will be entitled to participate in the settlement or defense of the Third-Party Claim, at its own expense, through counsel chosen by the indemnified party. The indemnified party will have the right to review any proposed settlement that would impose an obligation or duty on the indemnified party or entail a finding or admission of any violation of Law or of the rights of any Person, and the indemnifying party may not undertake such proposed settlement without the prior written consent of the indemnified party (which consent may not be unreasonably withheld, delayed or conditioned). As long as the indemnifying party is contesting the Third-Party Claim in good faith and with reasonable diligence, the indemnified party will not pay or settle the Third-Party Claim. Notwithstanding the foregoing, (i) the indemnified party will have the right to pay or settle any Third-Party Claim at any time and for any reason as long as the indemnified party waives any right to indemnification for such Third Party Claim from the indemnifying party, and (ii) if the indemnified party determines in good faith that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by written notice to the indemnifying party, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the indemnifying party will not be bound by any determination of such Third-Party Claim so defended for the

purposes of this Agreement or any compromise or settlement effected without its prior written consent (which consent may not be unreasonably withheld, delayed or conditioned).

(d) If the indemnifying party fails, within thirty (30) after receipt of the indemnified party's claim notice pursuant to Section 7.5.1(a), to provide written notice that it elects to undertake the good-faith settlement or defense of the Third-Party Claim, if the indemnifying party does not have the right to make such election, or if the indemnifying party fails to contest the Third-Party Claim or to undertake or approve settlement in good faith and with reasonable diligence, the indemnified party will thereafter have the right to contest, settle, or compromise the Third-Party Claim and recover from and be indemnified by the indemnifying party for the entire reasonable cost thereof, including reasonable attorney' fees; provided that the indemnifying party will have no indemnification obligations with respect to any such Third-Party Claim which is settled by the indemnified party without the prior written consent of the indemnifying party (which consent may not be unreasonably withheld, delayed or conditioned).

(e) A party's failure to give timely written notice of the assertion of a Third-Party Claim will not constitute a defense (in part or in whole) to any claim for indemnification by such party, except if, and only to the extent that, such failure results in material prejudice to the indemnifying party.

(f) With respect to any Third-Party Claim subject to indemnification under Section 7.2 or Section 7.3: (i) both the indemnified party and the indemnifying party, as the case may be, shall keep the other party fully informed of all material events or developments with respect to such Third-Party Claim and any related proceedings, and (ii) the parties agree to cooperate in good faith with each other in order to ensure the proper and adequate defense of such Third-Party Claim.

7.5.2 Claims Other than Third-Party Claims.

(a) Each indemnified party will, with reasonable promptness, deliver to the indemnifying party written notice of all claims for indemnification under Section 7.2 or Section 7.3, other than Third-Party Claims, including, in reasonable detail, the basis for the claim, the nature of the Damages, and a good-faith estimate of the amount of the Damages.

(b) The indemnifying party will have thirty (30) days after its receipt of the claim notice to notify the indemnified party in writing regarding whether the indemnifying party accepts or disputes liability for all or any part of the Damages described in the indemnified party's claim notice. If the indemnifying party does not so notify the indemnified party, the indemnifying party will be deemed to accept liability for all the Damages described in the indemnified party's claim notice.

(c) A party's failure to give timely notice of its claim for indemnification will not constitute a defense (in part or in whole) to any claim for indemnification by such party, except if, and only to the extent that, such failure results in any material prejudice to the indemnifying party.

7.6 Recovery from Third Parties. The amount of any Damages for which indemnification is provided under this Article VII (before giving effect to the other limitations on

indemnification set forth in this Article VII) shall be net of any amounts recovered by the indemnified party (or any Affiliate thereof) under insurance policies, or otherwise recovered by the indemnified party (or any Affiliate thereof) from other Persons (net of any costs incurred for the recovery of such amounts), with respect to such Damages.

7.7 Sole Remedy; No Other Representations and Warranties. The Parties acknowledge and agree that the remedies provided for in this Agreement shall be the parties' sole and exclusive remedy with respect to the subject matter of this Agreement. In furtherance of the foregoing, the parties hereby waive, to the fullest extent permitted by applicable Law, any and all other rights, claims and causes of action (including rights of contributions, if any) known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the other Party or any of its Affiliates arising under or based upon any federal, state or local Law. The Parties further acknowledge that except for the representations and warranties contained in Article III (in the case of the Seller Parties) and in Article IV (in the case of the Buyer Parties), no Party is making any representation or warranty, express or implied, written or oral to the other Party, and the Parties acknowledge that in entering into this Agreement and the transactions contemplated hereby they are not relying on any information (including any projections or due diligence reports) provided by the other Party (including any Affiliate thereof) other than the representations and warranties of the other Party set forth in Article III or Article IV, as applicable.

7.8 Tax Treatment of Payments. Any indemnification payment made pursuant to this Article VII shall be treated for all tax purposes as an adjustment to the Purchase Price.

ARTICLE VIII

MISCELLANEOUS

8.1 Risk of Loss. In the event of any material loss, damage, or destruction to any of the material tangible Assets, Seller will promptly notify Buyer in writing and, to the extent reasonable, will replace the lost property or will repair, or cause to be repaired, the damaged property to its condition before the damage. If replacement, repairs, or restorations are not completed before the Closing and the Closing is consummated, then (x) at the Closing, Seller shall, subject to Section 6.10, assign all rights or Claims of Seller under any relevant casualty insurance policy in respect of such loss, damage, or destruction to such Assets, and all such rights or Claims shall constitute "Assets," and (y) at the Closing, Seller shall pay over, or cause to be paid over, to Buyer an amount equal to any amounts received prior to the Closing by Seller in respect of any right or Claim described in clause (x) (and not theretofore applied to the replacement, repair or restoration of such Assets).

8.2 Governing Law; Venue. This Agreement will be governed by the laws of the State of Alaska, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each Party submits to the jurisdiction of any state or federal court sitting in Anchorage, Alaska in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Service

of process in any such action or proceeding may be served on any Party anywhere in the world, whether within or without the State of Alaska, as provided in Section 8.3.

8.3 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by e-mail transmission or sent by overnight courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally or sent by e mail transmission or, if mailed, five days after the date of deposit in the United States mails, as follows:

(a) if to Seller Parties, to:

Media News Group, Inc.
Attention: Ronald A. Mayo, Vice President and CFO
101 W. Colfax Avenue, Suite 1100
Denver, Colorado 80202
E-mail: rmayo@medianewsgroup.com

with a copy to:

Hughes Hubbard & Reed LLP
Attention: James Modlin
One Battery Park Plaza
New York, New York 10004-1482
E-mail: modlin@hugheshubbard.com

(b) if to Buyer Parties, to:

Denali Media Anchorage, Corp.
c/o GCI Communication Corp.
Attention: William C. Behnke, Senior Vice President
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
E-mail: bbehnke@gci.com

with a copy to:

GCI Communication Corp.
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
E-mail: dhymas@gci.com

Any Party may by notice given in accordance with this Section 8.3 to the other Parties designate another address or Person for receipt of notices under this Agreement.

8.4 Fees and Expenses. Except as expressly set forth in this Agreement, 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. Notwithstanding anything to the contrary contained herein, Seller and Buyer shall each pay one-half of all FCC filing fees related to the transactions contemplated hereby.

8.5 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

8.6 Attorney Fees. If any suit or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit or action as determined by the trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

8.7 Exhibits and Schedules. The exhibits, schedules and Disclosure Letter referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement. Any matter disclosed on any schedule of the Disclosure Letter that expressly qualifies any representation or warranty made by Seller in Article III of this Agreement shall be deemed to qualify such representation or warranty and any other representation or warranty made by Seller in Article III, whether or not an explicit cross-reference appears in such schedule of the Disclosure Letter and whether or not such other representation or warranty expressly refers to a schedule of the Disclosure Letter, so long as its relevance to such other representation or warranty is reasonably apparent from a fair reading of such disclosed matter.

8.8 Entire Agreement. This Agreement and the documents referred to herein embody the entire agreement and understanding of the Parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein (other than the Confidentiality Agreement and the letter agreement dated October 1, 2012, among Parent, the FCC Trust and GCI, which will each terminate at the Closing but will survive any termination hereof).

8.9 Amendments and Waivers. This Agreement may be amended, superseded, canceled, renewed or extended only by a written instrument signed by Buyer and Seller. The terms of this Agreement may be waived only by a written instrument signed by the Party waiving compliance, and no such waiver will be applicable except in the specific instance for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of any such right, power or privilege, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise of any such right, power or privilege or the exercise of any other such right, power or privilege.

8.10 Assignment; Successors; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any Party without the prior written consent of the other Party. Notwithstanding the preceding sentence, (a) Buyer can assign its rights hereunder to any Affiliate of Buyer without Seller's prior written consent, but only if (i) such assignment would not result in any delay in obtaining the consent of the FCC to the voluntary assignment of the Permits issued by the FCC

referred to in Section 5.1(b) and (ii) such Affiliate of Buyer agrees to be bound by the representations, warranties, covenants and obligations herein; provided that no such assignment shall relieve Buyer of its obligations under this Agreement, and (b) in the event of any sale, transfer or other disposition of all or substantially all of the assets of Parent and its subsidiaries (including Seller), Parent can assign its rights, interests and obligations under this Agreement to the transferee of such assets, without Buyer's prior written consent, but only if such transferee agrees to be bound by the representations, warranties, covenants and obligations herein and to assume all obligations of Parent hereunder. Any purported assignment or delegation in violation of this Agreement shall be null and void *ab initio*. Subject to the preceding two sentences, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the Parties and their respective successors and assigns. Except as expressly set forth in Section 7.2 and 7.3, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

8.11 Interpretation; Rules of Construction.

(a) The words "include," "includes" and "including" when used herein will be deemed in each case to be followed by the words "without limitation." The symbol "$" when used herein will be deemed in each case to mean lawful money of the United States of America. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Each reference herein to a law, statute, regulation, document or contract will be deemed in each case to include all amendments thereto.

(b) The Parties acknowledge and agree that: (i) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all of the Parties, regardless of which Party was generally responsible for the preparation of this Agreement.

8.12 Severability. If any court or Governmental Authority shall hold any provision of this Agreement to be invalid, illegal, or unenforceable under any applicable Law, then, so long as neither Party shall be deprived of the benefits of this Agreement in any material respect thereby, this Agreement shall be construed as though the invalid, illegal, or unenforceable provision shall have been deleted; and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

8.13 Bulk Transfer Law. The Parties hereby waive compliance by Seller with the provisions of any applicable "bulk sales law" or "bulk transfer law" of any jurisdiction in connection with the transactions contemplated by this Agreement, and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance. Nothing in this Agreement shall be construed as an admission by any Party as to the applicability of any such Laws.

8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same

instrument. This Agreement may be delivered by facsimile or e-mail transmission of an executed counterpart signature page thereof, and after attachment of such transmitted signature page to a copy of this Agreement, such copy shall have the same effect and evidentiary value as copies delivered with original signatures.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

SELLER: **ALASKA BROADCASTING COMPANY, INC.**

By: Ronald A Mayo
Name: Ronald A Mayo
Title: CFO

AFFILIATED MEDIA, INC. FCC TRUST

_____, as Trustee
William Dean Singleton

_____, as Trustee
Ronald A. Mayo

_____, as Trustee
Howard E. Begle, Jr.

PARENT: **MEDIANEWS GROUP, INC.**

By: Ronald A Mayo
Name: Ronald A Mayo
Title: CFO

BUYER: **DENALI MEDIA ANCHORAGE, CORP.**

By: _____
Name:
Title:

GCI: **GCI COMMUNICATION CORP.**

By: _____
Name:
Title:

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_____, as Trustee
Howard E. Begle, Jr.

PARENT: **MEDIANEWS GROUP, INC.**

By: _____
Name:
Title:

BUYER: **DENALI MEDIA ANCHORAGE, CORP.**

By: _____
Name: WILLIAM C. BEHNKE
Title: PRESIDENT

GCI: **GCI COMMUNICATION CORP.**

By: _____
Name: WILLIAM C. BEHNKE
Title: SENIOR VICE PRESIDENT