

ASSET PURCHASE AGREEMENT

BY AND AMONG

MEDIA GENERAL OPERATIONS, INC.  
MEDIA GENERAL COMMUNICATIONS, INC.  
MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

AND

NEW VISION TELEVISION, LLC

DATED AS OF AUGUST 1, 2006

## **TABLE OF SCHEDULES**

Schedule 2.1(b)	Excluded Assets
Schedule 2.1(b)(x)	Excluded Computer Assets
Schedule 2.2(a)	Allocable Shared Contracts
Schedule 2.5(f)	Adjustment Assets and Adjustment Liabilities
Schedule 4.3	No Violation; Third Party Consents
Schedule 4.4	Governmental Consents
Schedule 4.5(a)	Real Property
Schedule 4.5(b)	Liens on Real Property
Schedule 4.5(c)	Real Property Matters
Schedule 4.5(d)	Real Property Matters
Schedule 4.5(f)	Title Insurance Policies and Surveys
Schedule 4.6	Tangible Personal Property
Schedule 4.7	Sufficiency of and Title to Station Assets
Schedule 4.8	Intellectual Property
Schedule 4.9	Material Station Contracts and Allocable Shared Contracts
Schedule 4.10	FCC Matters
Schedule 4.11(a)(i)	Employees
Schedule 4.11(a)(ii)	Consultants
Schedule 4.11(b)	Labor and Employment Agreements
Schedule 4.11(c)	Labor Matters
Schedule 4.12	Employee Plans and Compensation Arrangements
Schedule 4.13	Financial Statements
Schedule 4.14	Litigation; Governmental Orders
Schedule 4.15	Compliance with Laws
Schedule 4.17	Environmental Matters

Schedule 4.18	Cable and Satellite Matters
Schedule 4.19	Digital Television
Schedule 4.20	Transactions with Affiliates
Schedule 5.3	No Violation; Third Party Consents
Schedule 5.4	Governmental Consents of the Buyer
Schedule 5.9	Brokers of the Buyer
Schedule 6.1	Conduct of Business
Schedule 6.8(a)	Transferred Employees
Schedule 6.8(c)	Employment Agreements
Schedule 7.1(g)	Required Consents

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of August 1, 2006, by and among Media General Operations, Inc., a Delaware corporation (“MG Operations”), Media General Communications, Inc., a Delaware corporation (“MG Communications”), Media General Broadcasting of South Carolina Holdings, Inc., a Delaware corporation (“MG Holdings”, and together with MG Operations and MG Communications, the “Sellers”) and New Vision Television, LLC, a Delaware limited liability company (“Buyer”).

W I T N E S S E T H:

WHEREAS, the Sellers own and operate broadcast television stations KIMT(TV), Mason City, Iowa and WIAT(TV), Birmingham, Alabama (each, individually, a “Station,” and, collectively, the “Stations”); and

WHEREAS, the Buyer desires to purchase all of the Station Assets (as defined herein) from the Sellers and assume the Assumed Obligations (as defined herein), and the Sellers desire to sell all of the Station Assets and transfer the Assumed Obligations to the Buyer upon the terms and subject to the conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Certain Definitions. For all purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“Action” means any claim, action, demand, investigation, suit, proceeding, arbitral action or criminal prosecution by or before any Governmental Authority.

“Adjustment Assets” has the meaning set forth on Schedule 2.5(f) hereto.

“Adjustment Liabilities” has the meaning set forth on Schedule 2.5(f) hereto.

“Adjustment Time” means 5:00 a.m. Richmond, Virginia time on the Closing Date.

“Affiliate” of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first-named Person, where “control” means the possession, directly or indirectly, of the power to

direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

“Agreement” shall have the meaning specified in the Preamble of this Agreement and shall include the Schedules and Exhibits hereto, as this Agreement may be amended from time to time in accordance with the provisions hereof.

“Assumed Station Contracts” means (a) all Station Contracts that are in effect on the date of this Agreement and are listed on Schedule 4.9; (b) all Station Contracts that are in effect on the date of this Agreement and were entered into in the ordinary course of business that (I) are not Material Station Contracts, (II) do not require any Seller or any Station to expend an amount in excess of \$25,000 per year and (III) do not bind any Seller or any Station to a remaining term of more than one year; (c) all Station Contracts for the sale of advertising time on the Stations; (d) all Station Contracts that are entered into between the date hereof and the Closing as permitted by and subject to the terms of this Agreement; and (e) any other Station Contracts that Buyer agrees in writing to assume, including pursuant to Section 2.3(d).

“Barter Agreement” means any Contract between a Seller and/or a Station, on the one hand, and a third party, on the other hand, for the sale of air time exclusively on a Station in exchange for goods (other than cash) or services.

“Business” means the business and operations of a Station or Stations, as applicable.

“Business Day” means any weekday (Monday through Friday) other than any federal holiday or day on which commercial banks in Richmond, Virginia are authorized or obligated by Law or executive order to be closed.

“Business Employee” means each employee of a Seller or any Affiliate thereof who is employed at a Station.

“Cash” means (a) cash and cash equivalents that would be reflected as cash on a balance sheet prepared in accordance with GAAP, including cash on hand, checks, drafts or cash equivalents in bank accounts, savings or lockbox accounts, including customer advance payments and deposits (but only to the extent the appropriate adjustment is made pursuant to Section 2.5), and (b) any and all bonds, surety instruments, letters of credit or other similar items and any cash surrender value in regard thereto.

“Closing Date” means the date on which the Closing occurs.

“Code” means the Internal Revenue Code of 1986, as amended, any successor statute thereto and all rules, regulations and published policies of the IRS promulgated thereunder.

“Communications Act” means the Communications Act of 1934, as amended, any successor statute thereto, and all rules, regulations and published policies of the FCC promulgated thereunder.

“Compensation Arrangement” means any plan, compensation arrangement or agreement of any nature whatsoever, other than an Employee Plan, whether written or unwritten, which

provides to Business Employees or former Business Employees (or any beneficiary thereof) any compensation or other benefits, whether deferred or not, in excess of base salary or wages and overtime pay, including any bonus or incentive plan, stock rights plan, employee stock ownership plan, deferred compensation arrangement, life insurance, stock purchase plan, severance pay plan and any other material perquisites and employee fringe benefit plan.

“Consents” means the consents, permits, waivers, clearances, authorizations or approvals of Governmental Authorities and other Persons necessary to transfer the Station Assets to the Buyer or otherwise to consummate the transactions contemplated by this Agreement.

“Contract” means any legally binding contract, agreement, arrangement, lease, non-governmental license, commitment, option or other instrument, whether written or oral.

“Copyrights” has the meaning set forth in the definition of “Intellectual Property.”

“DOJ” means the United States Department of Justice, and any successor agency thereto.

“DOJ Agreement” means the letter agreement, dated as of May 30, 2006, by and between Media General, Inc. and the DOJ, relating to the acquisition by Media General, Inc. of certain television stations owned by certain Affiliates of NBC Universal, Inc. and requiring that Media General, Inc. cause the divestiture of Station WIAT(TV) in accordance with the terms thereof.

“Employee Plan” means any plan, program or arrangement, whether or not written, that is or was an “employee benefit plan” as such term is defined in Section 3(3) of ERISA which provides benefits to a current or former Business Employee in connection with his or her services to the Stations and (a) which was or is established or maintained by the Sellers or any ERISA Affiliate; or (b) to which either the Sellers or any ERISA Affiliate contributed or was obligated to contribute or to fund or provide benefits.

“Environmental Law” means any Law in effect from time to time pertaining to land use, air, soil, surface water, groundwater, or wetlands, including the protection, cleanup, removal, remediation or damage thereof, public or employee health or safety or any other environmental matters, or to emissions, discharges or Releases or threatened Releases of any Hazardous Materials, including the following laws: (i) Clean Air Act (42 U.S.C. § 7401, et seq.); (ii) Clean Water Act (33 U.S.C. § 1251, et seq.); (iii) Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); (iv) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.); (v) Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (vii) Rivers and Harbors Act (33 U.S.C. § 401, et seq.); (viii) Endangered Species Act (16 U.S.C. § 1531, et seq.); (ix) Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); (x) Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.); and (xi) any other Laws relating to Hazardous Materials.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required to operate the Business under applicable Environmental Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means, with respect to any Person other than an individual, any corporation, partnership, sole proprietorship or other entity related to such Person within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

“Escrow Agreement” means that certain Deposit Escrow Agreement, dated as of the date hereof, by and among the Sellers, the Buyer and the Escrow Agent.

“FCC” means the United States Federal Communications Commission, and any successor agency thereto.

“FCC Application” means the applications, collectively, filed with the FCC requesting the FCC Consent.

“FCC Consent” means the consent and other actions of the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting its consent to the assignment of the FCC Licenses in connection with the transactions contemplated by this Agreement.

“FCC Licenses” means those licenses, permits and authorizations issued by the FCC to each Station Licensee primarily with respect to the Stations (together with any renewals, extensions, additions, deletions, or modifications thereto obtained, approved or applied for in the ordinary course of business between the date hereof and the Closing Date).

“Final Order” means action of a Governmental Authority: (i) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; (ii) with respect to which no timely request for stay, petition for rehearing, appeal or certiorari shall be pending or *sua sponte* action of such Governmental Authority with comparable effect shall have been taken; and (iii) as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by such Governmental Authority has expired.

“Final Purchase Price” means the Purchase Price as finally determined after the Closing pursuant to Section 2.5.

“Financing Lease” means any lease which is properly characterized as a capitalized lease obligation in accordance with GAAP.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, consistently applied.

“Governmental Authority” means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial body, in each case whether federal, state, county, provincial, local or foreign.

“Governmental Order” means any statute, rule, regulation, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by any Governmental Authority of competent jurisdiction.

“Hazardous Material” means any radioactive, toxic, ignitable, corrosive, reactive, hazardous, special or dangerous material, substance, pollutant, contaminant or waste or any material substance, pollutant, contaminant or waste that has been designated by any Governmental Authority to be radioactive, toxic, ignitable, corrosive, reactive, hazardous or otherwise a danger to health, reproduction or the environment, including asbestos, petroleum, radon gas, radioactive matter, PCBs, oils, hydrocarbons, photographic chemicals and products and other pollutants and contaminants.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, any successor statute thereto and all rules, regulations and published policies promulgated thereunder.

“Intellectual Property” means (a) any United States and foreign patents, patent applications, including continuations, divisionals, continuations-in-part, reissues or re-examinations and patents issuing thereon, patent disclosures and improvements thereto (collectively, “Patents”), (b) any United States and foreign trademarks, service marks, trade dress, logos, trade names, and corporate names and the registrations and applications for registration thereof, if any (collectively, “Trademarks”), (c) any Internet domain names, (d) any United States and foreign copyrights and works of authorship and the registrations and applications for registration thereof, if any (collectively, “Copyrights”), (e) any confidential and proprietary information, including trade secrets, discoveries, research and development information, know-how, ideas, formulas, compositions, inventions (whether or not patentable), processes, techniques, technical data, designs, drawings, specifications, plans, proposals, pricing and cost information, databases, customer lists and supplier lists, including copies and tangible embodiments thereof (in whatever form or medium), and (f) any goodwill associated with any of the foregoing.

“IRS” means the United States Internal Revenue Service, and any successor agency thereto.

“Knowledge of the Sellers,” “to the Sellers’ Knowledge,” “known to the Sellers” and similar phrases mean, with respect to the Sellers, the actual knowledge of the general managers, accounting managers and chief engineers of the Stations and of the Vice President, Human Resources of Media General, Inc., the Senior Vice President, Finance for the Broadcast Division of Media General, Inc., and the Senior Vice Presidents, Broadcasting for the Broadcast Division of Media General, Inc., in each case at the time in question.

“Law” means any federal, state, county, provincial, local or foreign statute, law, ordinance, regulation, rule, code, judicial precedent or rule of common law.

“Liability” means any debt, obligation or liability of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, and whether due or to become due, asserted or unasserted, or known or unknown.

“License” means any license, franchise, approval, permit, authorization, registration, certificate or any other similar right issued by, obtained from or filed with any Governmental



Authority (including the FCC and the Federal Aviation Administration), including any FCC License.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, Financing Lease, conditional sale or other title retention agreement, or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise.

“Losses” means any and all actions, suits, claims, interest, penalties, proceedings, investigations, audits, demands, losses, liabilities, damages, assessments, fines, judgments, costs and reasonable expenses (including reasonable attorneys’ fees).

“Market MVPD System” means any United States cable television system, wireless cable system, DBS operator or SMATV system operating within a Station’s market, as defined in 47 C.F.R. § § 76.55(e) and 76.66(e).

“Material Adverse Effect” means any event, change or effect that (a) prevents any Seller from consummating the transactions contemplated by this Agreement or other Transaction Documents or has a material adverse effect on the ability of the Sellers to perform their obligations under this Agreement or other Transaction Documents, or (b) is materially adverse to the assets, properties, operations, business, financial or other condition and/or results of operations of the Stations, taken as a whole, except for any such events, changes or effects arising out of, resulting from or attributable to, directly or indirectly (i) the transactions contemplated by this Agreement or the other Transaction Documents or other actions required to be taken or not to be taken hereby or thereby or taken with the Buyer’s consent, (ii) the announcement or other disclosure of the transactions contemplated by this Agreement, (iii) changes in law or in legal, regulatory, political, economic or business trends or conditions that, in each case, generally affect the industries in which Sellers conduct business and do not have a materially disproportionate effect on the Stations, (iv) changes in GAAP or regulatory accounting principles after the date of this Agreement, (v) changes in conditions in the United States or global economy or capital or financial markets generally, to the extent that such changes do not have a materially disproportionate effect on the Stations, (vi) the ratings obtained by any program presented by any Station or the CBS network or any Station or CBS network decision to present or cancel any program or programs, (vii) changes caused by acts of terrorism or war, or (viii) actions taken by the Buyer or any of its Affiliates; provided, however, that the fact that the Stations may fail to achieve any rating projections or estimates shall not in and of itself be deemed to constitute a Material Adverse Effect.

“Material Station Contract” means (A) any Station Contract that is (a) a network affiliation agreement, (b) a Program License Agreement, (c) a retransmission consent agreement, (d) a sales representation agreement, (e) a Real Property Lease, (f) a Contract that relates to any partnership or joint venture to which any Seller or Station is a party (but excluding partnerships or joint ventures that relate solely to advertising, sponsorships or promotional arrangements), (g) a Contract that in any material way restricts the ability of any Station from transacting any line of business or soliciting any clients or employees of any Person, (h) an Employment Agreement or Consulting Agreement, (i) a Financing Lease, and (B) any Station Contract that requires any Seller or any Station to expend an amount in excess of \$25,000 per year or binds any Seller or

any Station to a remaining term of more than one year (excluding all Station Contracts for the sale of advertising time on the Stations).

**"Multiemployer Plan"** means any Employee Plan which is a multiemployer plan within the meaning of Section 3(37) of ERISA.

**MVPDs"** means multichannel video programming distributors, including cable systems, SMATV, open video systems, MMDS, MDS, Broadband Radio Service and DBS systems.

**"Non-Broadcast FCC Licenses"** shall mean the FCC Licenses other than the FCC Licenses that are main station licenses issued under Part 73 of the rules and regulations promulgated by the FCC, including business radio licenses and satellite earth station licenses.

**"Organizational Documents"** means, with respect to any Person (other than an individual), as applicable, the articles or certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company operating agreement, and all other organizational documents of such Person.

**"Patents"** has the meaning set forth in the definition of "Intellectual Property."

**"Permitted Liens"** means (a) Liens for Taxes not yet due and payable or due but not delinquent or being contested in good faith; (b) the Assumed Obligations; (c) mechanics Liens and similar Liens incurred in the ordinary course of business with respect to amounts not yet due and payable or due but not delinquent or being contested in good faith; (d) such other easements, covenants, rights of way, building and use restrictions arising as a matter of law, and such other exceptions, reservations and limitations that do not interfere in any material respect with the conduct of the Business of the Stations as conducted on the date hereof, or otherwise affecting the Real Property that do not in any material respect impair the use thereof in the ordinary course of the business of the Stations or impair the value thereof for such use (excluding any monetary liens); and (e) the right, title and interest of EAT in and to certain Station Assets pursuant to the Accommodation Agreements, provided that the Buyer acquires title to such Station Assets from EAT at the Closing as contemplated in this Agreement; provided, however, that the classification of any Lien as a "Permitted Lien" will not affect any obligation or responsibility that the Sellers may have under this Agreement for any such Lien with respect to the sale of the Station Assets, including pursuant to any indemnification obligation under this Agreement.

**"Person"** means any individual, general, limited or limited liability partnership, firm, corporation, limited liability company, association, trust, estate, joint venture, unincorporated organization or other entity.

**"Pre-Closing Tax Period"** means any Tax period (or portion thereof) ending on or before the Closing Date.

**"Program License Agreements"** means any Contract granting rights to broadcast programming on a Station.

**"Release"** means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including

ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

**"Required Consents"** means the Consents set forth on Schedule 7.1(g) hereto.

**"Schedules"** means the schedules referred to in this Agreement (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms of this Agreement), which schedules are hereby incorporated herein and made a part hereof.

**"Shared Contract"** means any Contract used or held for use in the Business of a Station or to which any Seller or any of its Affiliates is a party on behalf of or for the benefit of any Station that is also used or held for use by any Seller in the operation of, or to which any Seller or any of its Affiliates is a party on behalf of or for the benefit of, television stations or businesses other than the Business of a Station.

**"Station Contract"** means any Contract used or held for use exclusively in the Business of a Station or to which any Seller or any of its Affiliates is a party exclusively on behalf of or for the benefit of any Station, including any such Contract for the sale of advertising time on any Station for cash and any such Contract that is a Barter Agreement, Trade Agreement, Program License Agreement, Employment Agreement or Consulting Agreement, but not including any such Contract set forth on Schedule 2.1(b).

**"Station Licensee"** means the authorized holder of an FCC License set forth on Schedule 4.10 hereto.

**"Tangible Personal Property"** means all machinery, equipment, tools, vehicles, furniture, fixtures and leasehold improvements, antennas, tubes, cameras, transmitting towers, blank films, tapes, microwaves, transponders, relays, computers and other office equipment, plant, inventory, spare parts, and other tangible personal property of every kind and description used or held for use by the Sellers primarily in connection with the Business of the Stations (except to the extent any such fixtures, improvements, towers, etc. constitute real property under applicable law), together with any additions thereto or replacements thereof made or obtained between the date hereof and the Closing Date as permitted by and subject to the terms of this Agreement.

**"Tax"** means (i) any federal, state, county, provincial, local or foreign income, gross receipts, windfall profits, sales, use, license, ad valorem, employment, withholding, severance, transfer, gains, profits, capital, excise, environmental, franchise, property, production capital stock, premium, minimum and alternative minimum or other taxes, fees, levies, duties, assessments or charges of any kind or nature whatsoever imposed on any Person by any Governmental Authority, whether payable directly or by withholding, together with any interest, penalties (civil or criminal), additions to, or additional amounts (and any inherent penalties (civil or criminal) additional in respect thereof) imposed on any Person with respect thereto, and any expenses incurred in connection with the determination, settlement or litigation of any Liability therefore or (ii) any liability for the payment of any amounts described in clause (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

**“Tax Return”** means any return, report, declaration, statement, estimated tax or other information required to be supplied to a Governmental Authority with respect to any Tax.

**“Trade Agreement”** means any Contract for the sale of advertising time exclusively on a Station in exchange for goods or services, other than any Program License Agreements.

**“Trademarks”** has the meaning set forth in the definition of “Intellectual Property.”

**“Transaction Documents”** means this Agreement, the Schedules and the other documents, agreements, certificates and instruments to be executed, delivered and performed by the parties hereto in connection with the transactions contemplated by this Agreement.

1.2 **Certain Additional Definitions.** For all purposes of and under this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

<b><u>Term</u></b>	<b><u>Section</u></b>
Accommodation Agreements	2.1(c)
Acquisition Transaction	6.26
Allocable Shared Contract	2.2(a)
Agreement	Preamble
Assignment and Assumption Agreement	7.1(e)(iii)
Assumed Obligations	2.3(b)
Base Purchase Price	2.4
Books and Records	2.1(a)(v)
Buyer	Preamble
Claimant	9.4(a)
Closing	3.1(a)
Consultants	4.11(a)
Consulting Agreement	6.8(c)
Deposit	2.6
DOJ Approval	6.4(c)
Domain Name Transfers	7.1(e)(v)
DTV	4.19
EAT	2.1(c)
EAT Owner	2.1(c)
Employment Agreement	6.8(c)
Environmental Firm	6.21
Escrow Agent	2.6
Escrow Fund	2.6

Estimated Working Capital Statement	2.5(a)
Estoppel Certificates	6.6
Excluded Assets	2.1(b)
FCC Denial	6.4(g)
Final Working Capital Statement	2.5(c)
Financial Statements	4.13
HRP	2.3(b)
Indefinite Representations	9.1
Indemnifying Party	9.4(a)
Interruption	3.3
Leased Real Property	4.5(a)
License Holder	6.4(g)
MMT	2.3(b)
Owned Real Property	4.5(a)
Partial Closing	3.2(a)
Purchase Price	2.4
Real Property Lease	4.5(a)
Receiver	6.4(g)
Replacement Contract	2.2(b)
Representatives	6.26
Retained Liabilities	2.3(b)
Seller	Preamble
Seller Trade Names	2.1(b)(vii)
Settled Claim	9.4(b)
Shared Contract Station Obligations	2.2(a)
Shared Contract Station Rights	2.2(a)
Station	Recitals
Station Application	6.4(a)
Station Assets	2.1(a)
Termination Date	8.1(d)
Trademark License Agreement	6.27
Transferred Employee	6.8(a)
Transition Services Agreement	6.26

## ARTICLE 2

### PURCHASE AND SALE OF STATION ASSETS

#### 2.1 Purchase and Sale of Station Assets.

(a) Subject to the terms and upon the satisfaction of the conditions contained in this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the Sellers' rights, title and interest in and to all real, personal and mixed assets, rights, benefits and privileges, both tangible and intangible, of every kind, nature and description, that are owned, leased, used or held for use by the Sellers primarily in connection with the Business of the Stations (other than the Excluded Assets), including the following assets of the Sellers existing on the date of this Agreement and all other assets acquired by the Sellers primarily for use in the Business of the Stations between the date hereof and the Closing as permitted by and subject to the terms of this Agreement, in each case free and clear of all Liens other than Permitted Liens (collectively, the "Station Assets");

(i) all real property, including all fee estates, leasehold interests and estates, easements, real property licenses, rights to access, rights of way and other interests in real property of every kind and description, together with all buildings, structures and improvements of every kind located thereon, including any fixtures, auxiliary and translator facilities, transmitting towers, transmitters and antennae, in each case, used by the Sellers primarily in connection with the Business of the Stations as of the date hereof, including all rents prepaid by the Sellers for the benefit of the Stations for any period subsequent to the Closing and all deposits, security or otherwise, made by the Sellers for the benefit of the Stations under any of the Real Property Leases, in each case that are taken into account in the determination of Adjustment Assets, those real property interests set forth in Schedule 4.5(a) hereto and all additions thereto acquired (but excluding all deletions therefrom made) between the date hereof and the Closing, which additions and deletions shall be made as permitted by and subject to the terms of this Agreement;

(ii) all Tangible Personal Property;

(iii) all Assumed Station Contracts and Shared Contract Station Rights allocated to the Buyer in accordance with Section 2.2 entered into on or prior to the date hereof and entered into between the date hereof and the Closing as permitted by and subject to the terms of this Agreement;

(iv) all FCC Licenses and other Licenses (to the extent transferable) used by the Sellers primarily in connection with the Business of the Stations, any additions, renewals, replacements and extensions thereof or thereto, and all pending applications for modification, extension or renewal thereof, and any pending applications for new FCC Licenses or other Licenses (to the extent transferable), in each case, as of the date hereof or made or obtained between the date hereof and the Closing as permitted by and subject to the terms of this Agreement;

(v) the books and records of the Sellers and their Affiliates relating primarily to the Business of the Stations (including, to the extent relating primarily to the Business of the Stations, computer programs, files, logs, studies, technical information, engineering plans, consulting reports, records correspondence and data and financial (other than books of account) and other records, advertising and promotional materials, filings with the FCC and other federal, state or local authorities, records required by the FCC to be kept by the Stations, and executed copies of all written Assumed Station Contracts) (collectively, the “Books and Records”);

(vi) all Intellectual Property, licenses of Intellectual Property, call letters, websites (including website URLs), databases, software (including any “off the shelf” or “shrink wrapped” computer software, programs or licenses, to the extent transferable) and similar intangible property rights (and applications therefor), if any, used by the Sellers primarily in connection with the Business of the Stations as of the date hereof, and those acquired between the date hereof and the Closing as permitted by and subject to the terms of this Agreement, and all of the goodwill, rights, benefits, and privileges associated therewith;

(vii) all Station Contracts for the sale of advertising time on one or more of the Stations existing as of the date hereof or entered into between the date hereof and the Closing Date as permitted by and subject to the terms of this Agreement;

(viii) all Program License Agreements and all programs and programming materials and elements of whatever form or nature used by the Sellers as of the date of this Agreement primarily in connection with the Business of the Stations, whether recorded on film, tape or any other medium or intended for live performance, television broadcast or other medium and whether completed or in production, and all common law and statutory intangible rights of the Sellers related thereto, together with all such agreements, programs, materials, elements and intangible rights acquired by the Sellers between the date hereof and the Closing Date primarily for use in connection with the Business of the Stations as permitted by and subject to the terms of this Agreement;

(ix) all Adjustment Assets taken into account in the determination of the adjustments to be made pursuant to Section 2.5;

(x) all goods, assets, rights and services due to the Sellers under all Trade Agreements and Barter Agreements that have been entered into as of the date hereof or that are entered into between the date hereof and the Closing Date as permitted by and subject to the terms of this Agreement;

(xi) all advertising and other customer lists, mailing lists and other information concerning purchasers of services primarily from a Station;

(xii) all jingles, slogans, telephone numbers, commercials and other promotional materials used primarily in connection with the Business of the Stations; and

(xiii) all of the Sellers’ goodwill in, and the going concern value of, the Stations and the Business thereof;

(xiv) choses in action of Sellers for injury or damage to or diminution in value of any of the Station Assets if such injury or damage or diminution has not been corrected or restored by Sellers at or prior to the Closing (provided, however, if and to the extent the Buyer makes a claim for indemnification hereunder with respect to any such injury, damage or diminution in value, then the Buyer shall reassign the corresponding chose in action back to the Sellers);

(xv) all rights and claims of the Sellers, whether mature, contingent or otherwise, against third parties with respect to the Business of the Stations and the Station Assets, to the extent arising during or attributable to any period after the Closing (provided, however, if and to the extent the Buyer makes a claim for indemnification hereunder with respect to any matter pertaining to any such rights or claims, then the Buyer shall reassign the corresponding rights or claims back to the Sellers);

(xvi) all computers, operating systems, and other related assets that are located at the Stations and used or held for use by any Seller in the operation of Business of the Stations (other than any Excluded Assets under Sections 2.1(b)(x) and (xiii)).

(b) Notwithstanding any other provision of this Agreement to the contrary, the Station Assets shall not include the following assets (the "Excluded Assets"), which shall be retained by the Sellers and their Affiliates:

(i) all Cash (other than petty cash of the Stations included as Adjustment Assets on Schedule 2.5(f)), stock and other securities owned by the Sellers or their Affiliates;

(ii) the Sellers' and their Affiliates' prepaid business (including liability, business interruption and the like), group and other insurance policies, Contracts of insurance, all coverage, proceeds and recoveries thereunder and all rights in connection therewith, including rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies or to the cash surrender value thereof;

(iii) all assets of the Sellers and their Affiliates not used or held for use primarily in connection with the Business of the Stations;

(iv) all rights and claims of the Sellers and their Affiliates to the extent relating to any other Excluded Asset, any Retained Liability or any obligation of the Sellers to indemnify the Buyer, including all guarantees, warranties, indemnities and similar rights in favor of any Seller or its Affiliate in respect of any other Excluded Asset, any Retained Liability or any obligation of the Sellers to indemnify the Buyer;

(v) all intercompany receivables from any Affiliate of a Seller;

(vi) all Employee Plans of the Sellers or any of their Affiliates and the trusts and assets thereof;

(vii) the Sellers' and their Affiliates' respective corporate and trade names, Trademarks, owned music and graphics that are not used or held for use exclusively in



connection with the Business of the Stations (e.g., "Media General") and any and all derivations thereof (the "Seller Trade Names") and any other Intellectual Property of any Seller or any of its Affiliates not used or held for use exclusively in connection with the Business;

(viii) all documents, books and records relating to the organization, existence or ownership of the Sellers or any of their Affiliates or the internal corporate matters or headquarters operations thereof, duplicate copies of the records of the Stations, all books of account (including those relating to the Business of the Stations) and all other records not relating primarily to the Business of the Stations;

(ix) all assets of the Sellers retired or disposed of between the date of this Agreement and the Closing Date in accordance with Section 6.1 hereof;

(x) all computer software and programs used or held for use in the Business of the Stations that are not transferable and that are listed on Schedule 2.1(b)(x);

(xi) all rights and claims of the Sellers, whether mature, contingent or otherwise, against third parties (A) with respect to the Business of the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Closing, or (B) with respect to the Retained Liabilities or the other Excluded Assets;

(xii) all rights, claims and interests in or with respect to any refund, rebate, abatement, credit or other recovery for Taxes of the Sellers or any of their Affiliates, together with any interest due thereon or penalty rebate arising therefrom, from any Pre-Closing Tax Period;

(xiii) all computers and other assets not located at the Stations, Media General's proprietary accounting software, People Soft applications, and any centralized server facilities, centralized master control systems, centralized traffic systems, data links, payroll systems and other operating systems and related assets that are used or held for use by any Seller or any of its Affiliates in the operation of multiple television stations by the Sellers and their Affiliates (whether or not also used or held for use in connection with the Business of the Stations);

(xiv) any assets used or held for use primarily by any television stations, other than the Stations, that are owned by any Seller or any of its Affiliates and any licenses, permits or authorizations issued by the FCC that are used or held for use by any television station other than the Stations;

(xv) Shared Contracts (including Allocable Shared Contracts), other than Shared Contract Station Rights allocated to the Buyer in accordance with Section 2.2; and

(xvi) the Station Contracts and other assets set forth on Schedule 2.1(b) hereto.

(c) The Buyer acknowledges that each Seller has entered into a Qualified Exchange Accommodation Agreement, dated as of May 11, 2006, with MG Broadcasting, LLC ("EAT") and TVPX Acquisitions, Inc. (the "EAT Owner") (collectively, together with all of the

agreements related thereto, the "Accommodation Agreements"), pursuant to which EAT has agreed to serve as an "Exchange Accommodation Titleholder" (as defined in Revenue Procedure 2000-37, 2002-2 C.B. 308 issued by the U.S. Department of the Treasury and the IRS) for the benefit of such Seller in order that such Seller may effect an exchange of property and assets qualifying under Section 1031 of the Code. The Buyer further acknowledges that, notwithstanding any other provision of this Agreement to the contrary, pursuant to the Accommodation Agreements, EAT holds title to certain of the Station Assets and that, at the Closing, EAT will transfer or cause to be transferred all right, title and interest of EAT in and to such Station Assets directly to the Buyer, free and clear of all Liens other than Permitted Liens; provided, however, that the Sellers shall remain liable for all obligations and liabilities hereunder and shall be responsible for the performance by EAT of its obligation to transfer all of its right, title and interest in and to the Station Assets held by it to the Buyer as provided in this Agreement. The Sellers have made available to Buyer a true and complete copy of the Accommodation Agreements.

## 2.2 Shared Contracts.

(a) Subject to the provisions of this Section 2.2, the Station Assets shall include those rights relating to one or more of the Stations which arise under a Shared Contract set forth on Schedule 2.2(a) and any other Shared Contract entered into between the date hereof and the Closing as permitted in accordance with this Agreement (each, an "Allocable Shared Contract"), subject to the terms and conditions of such Allocable Shared Contract (such rights, the "Shared Contract Station Rights"), and the Assumed Obligations shall include those obligations relating to one or more of the Stations which arise under an Allocable Shared Contract, subject to the terms and conditions of such Allocable Shared Contract (such obligations, the "Shared Contract Station Obligations"). All rights and obligations which arise under an Allocable Shared Contract other than the Shared Contract Station Rights and the Shared Contract Station Obligations shall in all cases be included in the Excluded Assets and the Retained Liabilities, as applicable. For purposes of determining the scope of the Shared Contract Station Rights and Shared Contract Station Obligations, the rights and obligations under the Allocable Shared Contracts shall be equitably allocated among the Stations, on the one hand, and the television stations or businesses other than the Stations and the Business thereof that will continue to be owned by the Sellers or their Affiliates after the Closing, on the other hand, in accordance with the following equitable allocation principles:

(i) any allocation set forth in writing in the Allocable Shared Contract shall control;

(ii) if there is no written allocation in the Allocable Shared Contract, then any allocation previously made by the Sellers in the ordinary course and disclosed to the Buyer in writing shall control;

(iii) if there is no allocation as described in clauses (i) or (ii), then the quantifiable proportionate benefit to be received by the parties after the Closing Date (to be determined by mutual good faith agreement of the Sellers and the Buyer) shall control; and

(iv) if not quantifiable, then reasonable accommodation (to be determined by mutual good faith agreement of the Sellers and the Buyer) shall control.

(b) At the election of the Sellers (and with the consent of the Buyer, such consent not to be unreasonably withheld, delayed or conditioned) and subject to any applicable third party Consents, such allocation may be effectuated either by termination of the Allocable Shared Contract in its entirety and the execution of new Contracts or by an assignment to and assumption by the Buyer of the Shared Contract Station Rights and the Shared Contract Station Obligations under such Allocable Shared Contract. Completion of documentation of any such termination and replacement or assignment is not a condition to the Closing; provided, however, the parties shall use commercially reasonable efforts to complete such documentation prior to the Closing in accordance with this Section 2.2(b). As soon as practicable after the execution of this Agreement, but in any event no later than fifteen (15) days after such execution (subject to extension for a period of up to an additional 15 days if deemed reasonably necessary by the Sellers or the Buyer in order to complete the following requests), the parties shall make appropriate requests to obtain, at the election of the Sellers (and with the consent of the Buyer, such consent not to be unreasonably withheld, delayed or conditioned), either Consents from appropriate third parties to the assignment to and assumption by the Buyer of such Shared Contract Station Rights and Shared Contract Station Obligations or reasonably comparable replacement or separated contracts (each, a "Replacement Contract") that provide the Shared Contract Station Rights and Shared Contract Station Obligations for the benefit of the Buyer and the Stations and the remaining rights and obligations for the benefit of the Sellers and their Affiliates, and the parties shall use commercially reasonable efforts to obtain as expeditiously as possible such Consents or Replacement Contracts under terms no less favorable than those enjoyed by the Stations. Any requests for such Consents or Replacement Contracts shall include a request that the Sellers and their Affiliates be unconditionally released from all Liabilities relating to the Shared Contract Station Rights, Shared Contract Station Obligations attributable to the period after the Closing or Replacement Contracts, and the parties shall use commercially reasonable efforts to obtain such releases. The Buyer, on the one hand, and the Sellers, on the other hand, shall each be responsible for and pay one-half of all administrative or processing fees imposed by any Person pursuant to the terms of the relevant Allocable Shared Contract or otherwise as a condition to processing any Consent or Replacement Contract requests. The Sellers and the Buyer shall consult and cooperate with each other in good faith in connection with this process and the preparation of the forms of consent and Replacement Contracts.

(c) Obtaining such Consents or Replacement Contracts for the Allocable Shared Contracts is not a condition to the Closing; provided, however, the parties shall use commercially reasonable efforts to obtain such Consents or Replacement Contracts prior to the Closing. In the event that a Consent or a Replacement Contract for an Allocable Shared Contract is not obtained by the Closing and the Closing occurs, the Sellers and the Buyer shall discuss whether the Shared Contract Station Rights and Shared Contract Station Obligations arising under such Allocable Shared Contract should be assigned to the Buyer at the Closing notwithstanding the absence of a Consent therefor; provided, however, that, to the extent the Sellers and the Buyer do not reach agreement to assign the Shared Contract Station Rights and Shared Contract Station Obligations under any such Allocable Shared Contract at Closing, the Sellers and the Buyer shall use commercially reasonable efforts to cooperate with the other in effecting a commercially reasonable arrangement permitted by Law and not inconsistent with

such Allocable Shared Contract under which the Buyer shall receive benefits under the Allocable Shared Contract corresponding to the Shared Contract Station Rights from and after the Closing, and, to the extent of the benefits received, the Buyer shall pay and perform the Sellers' obligations arising under the Allocable Shared Contract corresponding to the Shared Contract Station Obligations from and after the Closing in accordance with its terms.

### 2.3 Assumption of Obligations.

(a) Except as set forth in Section 2.3(b) below, Buyer expressly does not and shall not, assume or be deemed to have assumed under this Agreement or by reason of any transactions contemplated hereunder any Liabilities or obligations of Sellers of any nature whatsoever, including the Retained Liabilities.

(b) Assumed Obligations Relating to the Stations. At the Closing, the Buyer shall assume, and from and after the Closing the Buyer shall timely pay, perform and discharge, the following Liabilities (collectively, the "Assumed Obligations"):

(i) all Liabilities of the Sellers and the Business of the Stations under the Assumed Station Contracts (excluding the Station Contracts that are Excluded Assets) and the FCC Licenses attributable to the period after the Closing;

(ii) all Shared Contract Station Obligations attributable to the period after the Closing;

(iii) all Liabilities under any Replacement Contracts entered into by the Buyer or any of its Affiliates;

(iv) all Liabilities arising out of any fact or circumstance which relates solely to the ownership or operation of the Stations, the Station Assets and the Business of the Stations after the Closing;

(v) all Liabilities for Taxes with respect to the Station Assets and the conduct of the Business of the Stations arising after the Closing, and all Liabilities for Taxes to be borne by the Buyer as set forth in Sections 10.1 and 6.25;

(vi) all Liabilities to be assumed by the Buyer as set forth in Section 6.8 hereof; and

(vii) all Liabilities of the Sellers and the Business of the Stations relating to the period prior to the Adjustment Time to the extent reflected in, or taken into account in calculating, the Adjustment Liabilities.

Except for the Assumed Obligations, the Buyer shall not assume any other Liabilities of the Sellers, including the Retained Liabilities. For the avoidance of doubt, the Assumed Obligations shall include all Liabilities of the Sellers and the Business of the Stations under the sales representation agreements with Harrington, Righter & Parsons, LP ("HRP") and MMT Sales, L.L.C. ("MMT") that are included in the Station Contracts to be assigned to the Buyer hereunder attributable to the period after the Closing and shall include all Shared Contract Station

Obligations attributable to the period after the Closing and/or all Liabilities under any Replacement Contracts with respect to the sales representation agreements with HRP and MMT that are included in the Allocable Shared Contracts, which in all cases shall include all Liabilities in the nature of termination payments, liquidated damages, break-up fees and similar obligations resulting from the consummation of the transactions contemplated hereby or the termination of such agreements in connection with or following the consummation of the transactions contemplated hereby. For the avoidance of doubt, the Station Assets shall not include any rights under the letter agreements with HRP and MMT that are listed on Schedule 2.1(b) and are Excluded Assets to be retained by the Sellers and their Affiliates.

(c) The Sellers and their Affiliates shall retain and shall pay, perform and discharge when due all Liabilities of the Sellers and their Affiliates that are not Assumed Obligations (the "Retained Liabilities"). Notwithstanding anything to the contrary in Section 2.3(b), Retained Liabilities shall include the following:

(i) any intercompany Liabilities or any Liabilities owing among the Sellers and their Affiliates, other than any such Liabilities taken into account in calculating the Adjustment Liabilities;

(ii) any Liability of the Sellers for Taxes except as provided in Sections 6.25 and 10.1 and except for Tax Liabilities included in Adjustment Liabilities;

(iii) any Liabilities arising out of or relating to the ownership, operation or conduct of the Business of the Stations and/or the Station Assets prior to the Closing, other than the Adjustment Liabilities;

(iv) amounts payable for business (including casualty, liability, business interruption and the like) or group insurance premiums of the Sellers;

(v) any Liabilities under any Employee Plan or Compensation Arrangement of a Seller or any Affiliate thereof, except as otherwise provided in this Agreement;

(vi) any Liabilities to current or former employees of the Sellers arising prior to the Closing or as a result of the consummation of the transactions contemplated by this Agreement, except as otherwise provided in this Agreement;

(vii) any indebtedness or other Liabilities relating to borrowed money or other evidence of indebtedness relating to borrowed money (and all guarantees or other contingent obligations related thereto) of any Seller or its Affiliates;

(viii) any Liabilities arising under the Shared Contracts (including the Allocable Shared Contracts), other than Shared Contract Station Obligations assumed by the Buyer pursuant to Section 2.2;

(ix) any Liabilities relating to any of the Excluded Assets;

(x) any Action by any Person relating to the Business or operations of either Station prior to the Closing whether or not such Action is pending, threatened or asserted before the Closing;

(xi) any Liabilities caused by, arising out of or resulting from any action or omission of the Sellers prior to the Closing to the extent not included in Adjustment Liabilities; and

(xii) any Liabilities of the Sellers arising under this Agreement.

(d) If, prior to or after Closing, the Sellers notify the Buyer that one or more Station Contracts that was in effect on the date of this Agreement and the Sellers intended to be listed on Schedule 4.9, or one or more Shared Contracts that was in effect on the date of this Agreement and Sellers intended to be listed on Schedule 2.2(a), was inadvertently omitted, then, subject to the Buyer's consent (which, in the case of Station Contracts and Shared Contracts entered into in the ordinary course of business, shall not be unreasonably withheld), such Station Contract or Shared Contract shall for all purposes of this Agreement be deemed to be an Assumed Station Contract or an Allocable Shared Contract, as the case may be.

2.4 Purchase Price. For and in full consideration of the sale, assignment, conveyance, transfer, and delivery of the Station Assets by the Sellers pursuant to Section 2.1 and the other covenants of the Sellers described herein, at the Closing, the Buyer shall pay to the Sellers by wire transfer of immediately available funds an amount in cash equal to Thirty Five Million and 00/100 Dollars (\$35,000,000) (the "Base Purchase Price"), as such amount shall be adjusted pursuant to Section 2.5 hereof. The Base Purchase Price as so adjusted shall be referred to herein as the "Purchase Price." No later than three (3) Business Days prior to the Closing, the Sellers shall deliver to the Buyer in writing wire instructions for the payment of the Purchase Price to the account of the Sellers. The agreed allocation of the Base Purchase Price for the Stations to be used solely for the purpose of any Partial Closings pursuant to Section 3.2 is set forth as follows:

<u>Station</u>	<u>Base Purchase Price Allocation</u>
KIMT(TV)	\$8,000,000
WIAT(TV)	\$27,000,000

## 2.5 Purchase Price Adjustment.

(a) At least five (5) Business Days prior to the Closing Date, the Sellers shall prepare and deliver to the Buyer an estimated statement of Adjustment Assets and Adjustment Liabilities for each Station that shall set forth a good faith estimate of the Adjustment Assets and the Adjustment Liabilities for each Station as of the Adjustment Time (the "Estimated Working Capital Statement"). Such statement shall be certified by an officer of any of the Sellers (without personal liability) to be true and correct to the knowledge of such officer and to have been prepared in accordance with this Section 2.5(a) and Section 2.5(f).



(b) At the Closing, in the event that the Estimated Working Capital Statement shows that the aggregate Adjustment Assets exceed the aggregate Adjustment Liabilities, the Base Purchase Price shall be increased by an amount equal to such surplus. Conversely, in the event that the Estimated Working Capital Statement shows that the aggregate Adjustment Liabilities exceed the aggregate Adjustment Assets, the Base Purchase Price shall be decreased by an amount equal to such deficit.

(c) As promptly as practicable, but in any event within ninety (90) days after the Closing Date, the Buyer shall prepare and deliver to the Sellers a statement of Adjustment Assets and Adjustment Liabilities as of the Adjustment Time (the "Final Working Capital Statement"), which statement shall be certified by an officer of the Buyer (without personal liability) to be true and correct to the knowledge of such officer and to have been prepared in accordance with this Section 2.5(c) and Section 2.5(f). The Sellers shall notify the Buyer in writing of any objections that the Sellers may have to the Final Working Capital Statement within thirty (30) days after receipt of the Final Working Capital Statement. Without limiting any other provision of this Agreement, during such 30-day period, the Sellers and their representatives shall be permitted to inspect the books and records included in the Station Assets (and to make copies thereof) at any time during normal business hours for the purpose of verifying the information contained in the Final Working Capital Statement.

(d) If the Sellers do not notify the Buyer in writing of any objections to the Final Working Capital Statement prior to the end of such 30-day period, the Sellers shall be deemed to have approved the Final Working Capital Statement for purposes of the adjustment to be made pursuant to this Section 2.5(d). If the Sellers notify the Buyer in writing of any objections to the Final Working Capital Statement prior to the end of such 30-day period, the Buyer and the Sellers shall attempt to resolve the differences between the parties in good faith for a period of fifteen (15) days after the date of the Buyer's receipt of such notice of objections. If the Sellers and the Buyer resolve such differences within such period, the determination of the parties shall be conclusive and binding on the parties. If any such differences cannot be resolved within such fifteen (15) day period, the disputed items shall be referred promptly to a mutually satisfactory independent certified public accounting firm of national reputation which has not been retained by the Sellers or the Buyer during the three (3) year period preceding the date of such referral and which has agreed to meet the time deadlines imposed herein. The determination of such firm with respect to such disputed items shall be made within sixty (60) days after the date of its appointment and shall be conclusive and binding on the Sellers and the Buyer. Such firm shall make such determination in accordance with the relevant provisions of this Agreement and shall not award an amount more favorable to the Buyer than the corresponding amounts claimed by the Buyer on its Final Working Capital Statement or more favorable to the Sellers than the corresponding amounts claimed by the Sellers in its notice of dispute. The Sellers and the Buyer shall each pay one-half of the fees of such firm.

(e) If, based on the Final Working Capital Statement as finally determined pursuant to Section 2.5(d), it is determined that the amount, if any, paid by the Buyer at the Closing in accordance with Section 2.5(b) should have been more or less than what was paid on the Closing Date, then, within three (3) Business Days after the final determination of the Final Working Capital Statement, the Buyer or the Sellers, as applicable, shall pay to the other the amount of such underpayment or overpayment.

(f) Schedule 2.5(f) sets forth the calculation of Adjustment Assets and Adjustment Liabilities, as determined in accordance with the provisions of this Agreement, assuming the Closing Date were the date designated on Schedule 2.5(f). The parties agree that for purposes of preparing the Estimated Working Capital Statement and the Final Working Capital Statement, (i) such statements shall be presented using the same accounts and line items as set forth on Schedule 2.5(f), and (ii) Adjustment Assets and Adjustment Liabilities shall be determined in accordance with GAAP, except with respect to the determination of certain accounts and line items specified on Schedule 2.5(f), which shall not be determined in accordance with GAAP but shall be determined in accordance with the principles and methodologies historically used by the Sellers and their Affiliates in determining such amounts.

2.6 Earnest Money Deposit. As an inducement to the Sellers to enter into this Agreement, concurrently with the execution and delivery of this Agreement, the Buyer or an Affiliate of Buyer shall deposit Three Million Dollars (\$3,000,000) (the "Deposit") in cash in an interest bearing account with SunTrust Bank, N.A. (the "Escrow Agent"), to be held by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement (the Deposit, together with any interest or earnings, the "Escrow Fund"). All fees and expenses incurred by the Escrow Agent shall be shared equally by Buyer, on the one hand, and Sellers, on the other hand. The Escrow Fund shall be held by the Escrow Agent pursuant to the terms of the Escrow Agreement and shall be released and applied as follows:

(a) If the Closing occurs, the entire Escrow Fund shall be released to the Sellers at the Closing and applied to the Purchase Price.

(b) If the Closing does not occur and this Agreement is terminated, the entire Escrow Fund shall be released as set forth in Section 8.3(b).

## ARTICLE 3

### THE CLOSING

#### 3.1 The Closing.

(a) Subject to the satisfaction of all of the conditions to Closing set forth in Article 7 (or, if permissible, the waiver by the party whose obligation is subject to such condition) and subject to Section 3.2, the closing of the transactions contemplated hereby (the "Closing") shall take place at 10:00 a.m., Washington, D.C. time, on the fifth (5th) Business Day after satisfaction and fulfillment of the conditions set forth in Sections 7.1(f)-(h) and 7.2(f)-(h) at the offices of Dow Lohnes PLLC, 1200 New Hampshire Avenue, N.W., Washington, D.C., 20036, unless another time, date or place is mutually agreed upon in writing by the Sellers and the Buyer. If the Closing has not yet occurred and all of the conditions to Closing (or the Partial Closing with respect to WIAT(TV)) set forth in Article 7 are satisfied (or, if permissible, have been waived by the party whose obligation is subject to such condition) on December 22, 2006, the Closing (or such Partial Closing) shall occur on December 22, 2006, notwithstanding that the five (5) Business Day period set forth in this Section 3.1(a), Section 3.1(b) or Section 3.3 has not elapsed, unless another date is mutually agreed upon in writing by the Sellers and the Buyer.



(b) Notwithstanding the foregoing, if, on the date otherwise scheduled for the Closing, the conditions set forth in Section 7.1(d) and Section 7.2(d) hereof have not been satisfied, then either the Sellers or the Buyer may, by written notice given to the other, on the date otherwise scheduled for the Closing, elect to postpone the Closing, and the Closing shall thereafter take place on the fifth (5th) Business Day after satisfaction and fulfillment of the conditions set forth in Section 7.1(d) and Section 7.2(d), but in any event no later than the Termination Date.

### 3.2 Partial Closings.

(a) If, at any time, all of the conditions set forth in Sections 7.1(f)-(h) and 7.2(f)-(h) that are applicable to WIAT(TV), Birmingham are satisfied and fulfilled, but all such applicable conditions are not satisfied and fulfilled with respect to KIMT(TV), Mason City, then a closing of the sale and purchase of the Station Assets with respect to WIAT(TV), Birmingham shall be held pursuant to the terms of Section 3.2(b) and subsequently, when all of the conditions set forth in Sections 7.1(f)-(g) and 7.2(f)-(g) that are applicable to KIMT(TV), Mason City are satisfied and fulfilled, a closing of the sale and purchase of the Station Assets with respect to KIMT(TV) shall be held pursuant to the terms of Section 3.2(b) (each, a "Partial Closing").

(b) Each Partial Closing shall take place at 10:00 a.m., Washington, D.C. time, at the offices of Dow Lohnes PLLC, 1200 New Hampshire Avenue, N.W., Washington, D.C., 20036, on the fifth (5th) Business Day after satisfaction and fulfillment of the applicable conditions set forth in Sections 7.1(f)-(h) and 7.2(f)-(h) with respect to the applicable Station, subject to the satisfaction or waiver of all of the other applicable conditions to Closing with respect to the applicable Station set forth in Article 7; provided, however, that the conditions set forth in Article 7 will automatically be deemed modified appropriately to apply only to the applicable Station, and for this purpose, the condition to Closing set forth in Section 7.1(c) (No Material Adverse Effect) shall be applied with respect to such Station only and not both of the Stations taken as a whole.

(i) At each Partial Closing, the Buyer shall pay the Sellers the portion of the Base Purchase Price set forth in Section 2.4 for the applicable Station, as such amount shall be adjusted pursuant to Section 2.5 hereof. For purposes of applying the provisions of Section 2.5 to such Partial Closing, the Adjustment Assets, Adjustment Liabilities and adjustment to the Base Purchase Price shall be determined with respect to the applicable Station only.

(ii) If a Partial Closing with respect to WIAT(TV), Birmingham occurs, the entire Escrow Fund shall be released to the Sellers at such Partial Closing and applied to the portion of the Purchase Price payable at such Partial Closing; provided, however, (A) the Buyer shall not transfer the Station Assets acquired at such Partial Closing to an unaffiliated third party or entity until the Partial Closing with respect to KIMT(TV), Mason City occurs or this Agreement is terminated in accordance with its terms, and (B) the Buyer shall not transfer the Station Assets acquired at such Partial Closing to an affiliated third party or entity until the Partial Closing with respect to KIMT(TV), Mason City occurs or this Agreement is terminated in accordance with its terms unless the assignee agrees in writing to become a party to this

Agreement and be bound by this Agreement pursuant to a written assumption agreement reasonably satisfactory to the Sellers.

(c) With respect to each Partial Closing:

(i) the terms “Closing”, “Closing Date”, “FCC Application” and “FCC Consent” shall mean, and refer separately to, the applicable Partial Closing, the date on which such Partial Closing occurs (or is to occur), the Station Application applicable to the Station subject to such Partial Closing, and the FCC Consent with respect to such Station Application, respectively, each as the context requires;

(ii) the provisions of this Agreement that apply before, at or after the Closing shall apply before, at or after the applicable Partial Closing;

(iii) until such time as Partial Closings for both of the Stations have been completed, for purposes of Section 9.2(b)(i), the amount of the Final Purchase Price shall be deemed to be equal to the amount of the payment made at such Partial Closing plus the amount of the payments made at any prior Partial Closing, as such payments shall be subsequently adjusted pursuant to Section 2.5;

(iv) any termination of this Agreement prior to the first Partial Closing shall constitute a termination of this Agreement in its entirety (subject to the provisions of Section 8.3), but, after the first Partial Closing, any termination of this Agreement shall constitute a termination only with respect to the Station not subject to any prior Partial Closing, each prior Partial Closing and each payment made at such prior Partial Closing (as such payment may be subsequently adjusted pursuant to Section 2.5) being final and irrevocable; and

(v) the time periods set forth in Section 2.5 shall apply with respect to the date of each Partial Closing.

3.3 Transmission Interruption. Notwithstanding anything contained in Section 3.1 or Section 3.2, if on the date on which the Closing (or a Partial Closing with respect to such Station) would otherwise be required to take place pursuant to Section 3.1 or Section 3.2, the regular broadcast transmissions of either Station (or the Station with respect to which a Partial Closing is required to take place) is operating at a power level of less than eighty percent (80%) of its maximum authorized facilities (other than reduced-power operation of the digital facilities of any Station pursuant to special temporary authorization issued by the FCC) (an “Interruption”), then the Closing (or Partial Closing) shall be postponed until such Station returns to the air and is operating at a power level of at least 80% of its maximum authorized facilities and the new date for the Closing shall be a date as the Sellers and the Buyer may mutually agree but not later than the fifth (5th) Business Day thereafter.

#### ARTICLE 4

#### REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers, jointly and severally, hereby represent and warrant to the Buyer as follows:

4.1 Organization. Each Seller is a corporation, duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, operate or lease the assets and properties currently owned, operated or leased by it, and to conduct its business and operations as currently conducted. Each Seller is duly authorized, qualified or licensed to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which the character of its properties owned, operated or leased, or the nature of its activities, makes such qualification necessary, except in those jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. MG Communications holds all of the outstanding shares of capital stock of MG Operations. MG Operations holds all of the outstanding shares of capital stock of MG Holdings.

4.2 Authority. Each Seller has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is a party, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action on the part of such Seller. This Agreement has been duly executed and delivered by each Seller and, assuming the due authorization, execution and delivery of this Agreement by the Buyer, this Agreement constitutes a legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with its terms, except as such enforceability may be limited by principles of public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and the relief of debtors and general principles of equity. Upon the execution and delivery by each Seller of the other Transaction Documents to which it is a party and, assuming the due authorization, execution and delivery of the other Transaction Documents by the Buyer (to the extent it is a party thereto), each of such other Transaction Documents will constitute a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its respective terms, except as such enforceability may be limited by principles of public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and the relief of debtors and general principles of equity.

4.3 No Violation; Third Party Consents. Except as set forth on Schedule 4.3 or Schedule 4.4 or as described in Section 4.4, the execution and delivery by each Seller of this Agreement and the other Transaction Documents to which it is a party and the performance by such Seller of its obligations hereunder and thereunder will not conflict with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material right or obligation or loss of any material benefit under, result in the creation of any Lien other than a Permitted Lien on any of the Station Assets pursuant to, or require such Seller to obtain any consent as a result of, or under, the terms or provisions of, (i) the Organizational Documents of such Seller (ii) any Assumed Station Contract (excluding, for this purpose, Station Contracts for the sale of

advertising time on the Stations), or (iii) any Law or Governmental Order of a Governmental Authority applicable to such Seller or any of such Seller's assets, except, in the case of this clause (iii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.3, the execution and delivery by each Seller of this Agreement and the other Transaction Documents to which it is a party and the performance by such Seller of its obligations hereunder and thereunder will not result in the creation of any Lien, other than Permitted Liens, upon any of the Station Assets.

4.4 Governmental Consents. No material consent of, or material registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Sellers in connection with the execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents, except for the FCC Consent, the DOJ Approval, or as set forth on Schedule 4.4 hereto.

4.5 Real Property.

(a) Schedule 4.5(a) hereto contains a true, correct and complete list, as of the date hereof, of the following: (i) all real property owned by the Sellers in fee simple that is used or held for use by the Sellers primarily in connection with the Business of the Stations (the "Owned Real Property"), and (ii) each real property lease that is used or held for use by the Sellers primarily in connection with the Business of the Stations and pursuant to which any Seller is the lessor or lessee (each, a "Real Property Lease"; and the property demised pursuant to such Real Property Leases in which a Seller is the lessee or lessor is referred to herein as the "Leased Real Property") (collectively, the Owned Real Property and the Leased Real Property are hereinafter referred to as the "Real Property"). All buildings, plants, improvement, and other structures on the Real Property are, in all material respects, in good condition and repair (subject to normal wear and tear). The Sellers have made available to the Buyer true and complete copies of the Real Property Leases, including any and all amendments thereto. Except as set forth in part (iii) of Schedule 4.5(a), there are no (A) leases, subleases, licenses or other agreements granting any Person the right of use or occupancy of all or any portion of the Real Property or any improvements thereon, or (B) existing options or Contracts to sell or assign the applicable interest of a Seller in all or a portion of the Real Property or any improvements thereon, and there are no rights of first refusal outstanding with respect to the applicable interest of a Seller in all or a portion of the Real Property or any improvements thereon.

(b) Except as set forth on Schedule 4.5(b) hereto and subject to the right, title and interest of EAT in certain Real Property pursuant to the Accommodation Agreements: (i) the Sellers have good, marketable and insurable fee simple title to all of the Owned Real Property, free and clear of all Liens other than Permitted Liens; (ii) to the Sellers' Knowledge, none of the Real Property is subject to any unrecorded easements, rights, obligations, covenants, conditions, restrictions, limitations or agreements not of record, except for any of the foregoing that do not, individually or in the aggregate, interfere in any material respect with the conduct of the Business of the Stations as currently conducted, or in any material respect impair the current use thereof in the ordinary course of the Business of the Stations or impair the value thereof for such use; and (iii) each Real Property Lease is in full force and effect and constitutes a valid, binding and enforceable obligation of the Seller(s) party thereto and, to the Sellers' Knowledge, any other Person that is a party thereto, except as such enforceability may be limited by principles of

public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors, and general principles of equity, and the applicable Seller(s) is not in material default (which includes any default that has given rise to a right to terminate such lease in favor of the other party) under such Real Property Lease and, to the Sellers' Knowledge, no other Person that is a party to such Real Property Lease is in material default (which includes any default that has given rise to a right to terminate such lease in favor of the other party) under such Real Property Lease.

(c) Except as set forth on Schedule 4.5(c), with respect to the Real Property:

(i) To the Sellers' Knowledge, there is no pending condemnation or similar proceeding affecting the Real Property or any portion thereof, nor, to the Sellers' Knowledge, is any such action presently contemplated or threatened against any of the Real Property.

(ii) The Real Property has, in all material respects, full legal and practical access to public roads or streets, and all utilities and services necessary, in all material respects, for the proper and lawful conduct and operation of the Business of the Stations as now conducted are being provided. No fact or condition exists that would prohibit or adversely affect, in any material respect, the ordinary rights of access to and from the Real Property from and to the existing public roads and streets, and there is no pending, or to the Sellers' Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress.

(iii) To the Sellers' Knowledge, all improvements, installations, equipment and facilities utilized in connection with the Business of the Stations are maintained, placed and located in accordance, in all material respects, with the provisions of all deeds, easements, restrictions, leases, licenses, permits or other arrangements and are located entirely on the Real Property, except for non-material encroachments.

(iv) The Sellers have not received written notice from any Governmental Authority and have no Knowledge of any non-compliance with current zoning or land use Laws affecting such Real Property or any portion thereof or any improvements thereon, other than any such non-compliance which is not material or has been remedied or is grandfathered and the transfer of the Real Property to the Buyer pursuant to this Agreement will not void the "grandfathered" status.

(v) There are no Actions pending, or to Sellers' Knowledge threatened, with respect to the Real Property (other than any Actions against the landlord with respect to Leased Real Property of which the Sellers are the tenant and do not have Knowledge) that, individually or in the aggregate, are reasonably expected to have a Material Adverse Effect with respect to any individual Station.

(vi) None of the Permitted Liens, individually or in the aggregate, interfere in any material respect with the conduct of the Business of the Stations as currently conducted, or in any material respect impair the current use thereof in the ordinary course of the

Business of the Stations or impair the value thereof for such use or would reasonably be expected to have a Material Adverse Effect under this Agreement.

(vii) To the Sellers' Knowledge, the Real Property, and the improvements located thereon and the use thereof comply in all material respects with all applicable zoning, subdivision and land use laws, regulations and ordinances, all applicable health, fire, building codes, parking laws and all other legal requirements applicable to the Real Property, and the Sellers have not received written notice from any Governmental Authority of any such non-compliance, other than any such non-compliance which would not reasonably be expected to have a Material Adverse Effect or has been remedied. To the Sellers' Knowledge, the current use of the Real Property, and the improvements located thereon and all parts thereof as aforesaid does not violate any restrictive covenants affecting the Real Property, and the Sellers have not received written notice from any Person or Governmental Authority of any such non-compliance, other than any such non-compliance which would not reasonably be expected to have a Material Adverse Effect or has been remedied. No current use by the Sellers of the Real Property or any improvement located thereon or, to the Sellers' Knowledge, any current use of the Real Property is dependent on a nonconforming use or other approval from a Governmental Authority (except to the extent such use is grandfathered and the transfer of the Real Property to the Buyer pursuant to this Agreement will not void the "grandfathered" status), the absence of which would significantly limit the use of any of the properties or assets in the operation of any Station as currently used.

(viii) All Environmental Permits and Licenses that are necessary to permit the lawful access, use and operation of the buildings and improvements located on the Real Property and included in the Station Assets for their present and intended use have been obtained, are in full force and effect, and to the Sellers' Knowledge, there is no pending threat of modification or cancellation of any such Environmental Permits and Licenses.

(ix) To the Sellers' Knowledge, all certificates of occupancy or the equivalent, and all other required permits, licenses and certificates for the lawful use and operation of the Real Property and the buildings and improvements located thereon have been obtained and are current and in full force and effect.

(x) The Sellers have delivered or made available to the Buyer true and correct copies of all material contracts and agreements to which the Sellers are a party affecting the operation and management of the Real Property and all existing management agreements and leasing brokerage agreements to which the Sellers are a party that pertain to the Real Property and/or the improvements located thereon, including all amendments, modifications and supplements thereto. Except for the rights of the current manager under any such management agreement, no Person (other than the Sellers for the benefit of the Stations) has any right or obligation to manage the Real Property or the improvements located thereon or to receive compensation in connection with such management.

(xi) To the Sellers' Knowledge, all improvements at the Real Property, including the roof and all structural components, plumbing systems, HVAC systems, fire protection systems, electrical systems, equipment, elevators, exterior doors, parking facilities, sidewalks and landscaping are, in all material respects, in good condition and repair (subject to



normal wear and tear). To the Sellers' Knowledge, there is no latent or patent structural or other material defect or deficiency in the Real Property or the improvements located thereon. The Stations have all utility facilities that are necessary for the current operation of the Stations. All towers, antennae, fixtures and improvements on the Real Property are sufficient for the current operation of the Stations.

(d) Except as disclosed in Schedule 4.5(d), with respect to the Leased Real Property:

(i) There are no leasing commissions or similar payments due, arising out of, resulting from or with respect to any Real Property Lease that are owed by the Sellers; nor does any other Person thereto have a claim, lien, charge or credit against Sellers or offsets against rent due under any Real Property Lease; and

(ii) The Sellers' right, title and interest in and to each of the Real Property Leases is (A) fully assignable to the Buyer without the consent, approval or waiver of any other Person and (B) the assignment of such Real Property Leases will not give any party thereto the right to terminate such Real Property Lease or accelerate payments under such Real Property Leases.

(e) All Real Property (including the improvements thereon included in the Station Assets) is available in all material respects for immediate use in the conduct of the business or operations of the Stations as currently conducted.

(f) Schedule 4.5(f) lists (i) all policies of title insurance currently existing in favor of the Sellers with respect to the Real Property included with the Station Assets, (ii) all surveys in the possession or under the control of the Sellers related to the Real Property included with the Station Assets, and (iii) all agreements or documentation in the possession or under the control of the Sellers related to easements, licenses, rights-of-access, rights-of-way and other appurtenances and Real Property interests included in the Station Assets, copies of which agreements and documentation in each case have previously been provided or made available to Buyer.

4.6 Tangible Personal Property. Except as set forth in Schedule 4.6, all Tangible Personal Property is, in all material respects, in good operating condition and repair (subject to normal wear and tear). Schedule 4.6 contains a true and correct copy of the Stations' fixed asset lists as of July 28, 2006, which includes the material Tangible Personal Property as of July 28, 2006.

4.7 Sufficiency of and Title to Station Assets. Except as set forth on Schedule 4.7 hereto, (a) the Station Assets and the Excluded Assets collectively constitute all of the assets necessary to conduct the Business of the Stations as conducted as of the date of this Agreement, and (b) subject to the right, title and interest of EAT in certain Station Assets pursuant to the Accommodation Agreements, which right, title and interest of EAT in such Station Assets will be transferred to Buyer at the Closing, free and clear of all Liens, other than Permitted Liens, the Sellers have good and valid title to, or a valid leasehold interest in, the Station Assets free and clear of all Liens other than Permitted Liens. With respect to the Station Assets to which EAT

currently has title, EAT has good and valid title to such Station Assets free and clear of all Liens other than Permitted Liens and subject to the rights of the Sellers in such Station Assets under the Accommodation Agreements.

#### 4.8 Intellectual Property.

(a) Schedule 4.8 hereto contains a true, correct and complete list, as of the date hereof, of all Patents and pending Patent applications, registered Trademarks and registered Copyrights and any pending applications therefor, and Internet domain names, in each case, included in the Station Assets. All Intellectual Property registrations identified in Schedule 4.8 are valid and in good standing and all applications identified in Schedule 4.8 are pending without challenge (other than office actions that may be pending before the U.S. Patent and Trademark Office or its foreign equivalents).

(b) The Sellers own all right, title and interest in and to, or have the right to use, all Intellectual Property included in the Station Assets, free and clear of all Liens, other than Permitted Liens, and such ownership or rights are valid and enforceable.

(c) To the Knowledge of the Sellers, (i) no Person is infringing upon, or has misappropriated or violated, the rights of the Sellers in or to any of the Intellectual Property included in the Station Assets, and (ii) no Seller is engaging in any activity with respect to the conduct of the Business of the Stations that is infringing on, misappropriates or violates the rights of a third party to any Intellectual Property.

(d) There are no Actions pending or, to the Sellers' Knowledge, threatened, against any Station or any Seller with respect to the operation of the Stations alleging that such Station or Seller is infringing or has misappropriated or violated any Intellectual Property owned by any third party which, if adversely determined, individually or in the aggregate, would have a material adverse effect on the business, properties, assets, liabilities, results of operations or condition (financial or otherwise) of any individual Station.

(e) The Sellers have taken such actions in the ordinary course of business that they have deemed, in their judgment, to be necessary to maintain and protect the Intellectual Property included in the Station Assets.

(f) Except as would not reasonably be expected to have a Material Adverse Effect, each of the Sellers owns and possesses the entire right, title and interest in and to all Intellectual Property included in the Station Assets created or developed by, for or under the direction or supervision of any of the Sellers, subject to any licenses of pre-existing intellectual property of third parties embedded or incorporated therein.

(g) Subject to receipt of any applicable Consents listed on Schedule 4.3, all Intellectual Property included in the Station Assets will be conveyed to the Buyer at the Closing and the Buyer will acquire ownership or the right to use such Intellectual Property on the same terms and conditions under which the Sellers own or use such Intellectual Property immediately prior to the Closing. The Buyer acknowledges that the Intellectual Property licensed under the Trademark License Agreement will be subject to the terms and conditions of that agreement.



4.9 Material Station Contracts and Allocable Shared Contracts; Financing Leases.

(a) The Station Contracts listed on Schedule 4.9 includes all Material Station Contracts except Material Station Contracts entered into between the date hereof and the Closing Date in accordance with the terms of this Agreement. Sellers have delivered or made available to the Buyer originals or true and correct copies, including all amendments, modifications and supplements thereto, of all written Material Station Contracts and all Allocable Shared Contracts (solely as such Allocable Shared Contracts relate to the Stations).

(b) Except as set forth in Schedule 4.9 hereto, (i) each Assumed Station Contract and each Allocable Shared Contract is in full force and effect and constitutes a valid, binding and enforceable obligation of the Seller(s) party thereto in accordance with the respective terms thereof, except as such enforceability may be limited by principles of public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors, and general principles of equity, and, to the Knowledge of the Sellers, represents a valid, binding and enforceable obligation of each of the other parties thereto, except as such enforceability may be similarly limited; and (ii) there exists no material breach or material default (which includes any breach or default that has given rise to a right to terminate such agreement in favor of the other party) (or event that with notice or the lapse of time, or both, would constitute a material breach or material default) on the part of the Seller(s) party thereto, or, to the Knowledge of the Sellers, on the part of any other party thereto under any Station Contract that is material to the Stations or Allocable Shared Contract (solely as such Allocable Shared Contract relates to the Stations).

(c) The Sellers have not received any written notice in the past six (6) months from the date of this Agreement of the intention of any party to terminate any Assumed Station Contract.

(d) The Station Contracts do not include any Financing Leases.

4.10 FCC Matters.

(a) Schedule 4.10 hereto sets forth a complete and accurate list of the FCC Licenses as of the date hereof. The Station Licensee and the current expiration date of the term of each of the FCC Licenses are shown on Schedule 4.10. Except as may be set forth in Schedule 4.10, the FCC Licenses are in full force and effect in accordance with the Communications Act and their respective terms and not subject to any conditions other than those applicable to broadcast licenses generally or as otherwise disclosed on the face of the FCC Licenses. There are no Actions, notices of apparent liability or notices of forfeiture pending or, to the Sellers' Knowledge, threatened, against the Station Licensees that would impair the ability of the Station Licensees to assign the FCC Licenses to the Buyer or that would impede in any material respect the Sellers' ability to prosecute the FCC Application. Except as may be noted in Schedule 4.10, (i) each Station is licensed by the FCC to operate, and is operating in all material respects, with the facilities authorized by its FCC Licenses; (ii) there is not pending or, to the Knowledge of the Sellers, threatened, any Action by or before the FCC to revoke, suspend, terminate, cancel, rescind, modify (including a reduction in coverage area) or refuse to renew any of the FCC Licenses (other than rulemaking proceedings affecting the broadcast industry

generally); and (iii) there is not now pending, issued or outstanding, or, to the Knowledge of the Sellers, or threatened, by or before the FCC, any Action, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against any of the Station Licensees with respect to the Stations, other than regularly scheduled license renewal proceedings. The Stations and the Station Licensees are operating in compliance with the FCC Licenses and the Communications Act in all material respects. The Station Licensees are in compliance in all material respects with all requirements of the Federal Aviation Administration with respect to the construction and/or alteration of the Stations' antenna structures. Where required, each antenna structure owned by the Sellers and utilized by a Station has been registered with the FCC.

(b) The Station Licenses listed on Schedule 4.10 constitute all of the licenses and authorizations issued by the FCC and required under the Communications Act for the lawful conduct of the Stations as operated by Sellers, and no other qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations are required under the Communications Act in order for the Sellers to own and operate the Stations as currently operated.

(c) Except as set forth on Schedule 4.10, the Stations have complied in all material respects with the FCC rules, regulations and policies concerning limits on the duration of advertising in children's programming, satisfaction of obligations with respect to children's programming responsive to the educational and informational needs of children, and the record keeping obligations related thereto.

(d) The recent renewal of the FCC Licenses was granted in the ordinary course for a full renewal term without any conditions (other than conditions set forth in the grant of renewal or the general rules of the FCC). Except as set forth on Schedule 4.10, Sellers are not aware of any act or omission that could reasonably be expected to result in a refusal by the FCC to renew each FCC License for a full term in the normal course upon the timely filing of a complete and properly executed application for renewal and payment of all applicable filing fees.

(e) Except as set forth on Schedule 4.10, each Station, its physical facilities, electrical and mechanical systems and transmitting and studio equipment, including each Station's transmitting towers, have been operated in all material respects in accordance with the specifications of the FCC Licenses and with each document submitted in support of such FCC Licenses, and Sellers and the Stations are in compliance in all material respects with the Communications Act.

(f) Except as set forth on Schedule 4.10, all obligations, reports and other filings required by the FCC with respect to the Stations, including all regulatory fee payments and all materials required to be placed in the Stations' public inspection file, have been duly and currently filed as of the date hereof, and are true and complete in all material respects.

#### 4.11 Employees and Labor Matters.

(a) Employees and Consultants. Schedule 4.11(a)(i) hereto contains, as of the date hereof, a true and complete list of all Business Employees and indicates the annual salary or hourly wage to which each such employee is currently entitled (limited in the case of Business

Employees who are compensated on a commission basis to a general description of the manner in which such commissions are determined), any bonus which was paid to the Business Employee in 2005, the date of hire, the employee's title, whether the employee is full or part time, the employee's accrued but unused vacation and sick pay, and whether the employee uses a company-owned vehicle or receives an automobile allowance. Schedule 4.11(a)(ii) hereto contains, as of the date hereof, a true and complete list of all independent contractors who are engaged by the Sellers or their Affiliates to provide personal services primarily to the Business of any Station (the "Consultants"). At the Closing, the Sellers shall provide to the Buyer updated Schedules 4.11(a)(i) and 4.11(a)(ii) as of the Closing Date, and the representations and warranties made by the Sellers as of the Closing Date contained in this Section 4.11(a) shall be true and correct with respect to such updated schedules, provided, however, that any deviation between Schedules 4.11(a)(i) and 4.11(a)(ii) provided to the Buyer on the date hereof and such schedules as updated as of the Closing Date (except to the extent such deviation results from a breach by the Sellers of Section 6.1) shall not constitute a breach of the representations and warranties contained in this Section 4.11(a).

(b) Labor and Employment Agreements. Except as set forth in Schedule 4.11(b), no Seller is a party to or subject to any: (i) collective bargaining agreement with respect to the Business Employees, (ii) written agreement with respect to the employment of any Business Employee, (iii) written agreement with respect to the engagement of any Consultant, or (iv) oral agreement with respect to the employment of any Business Employee or engagement of any Consultant which is not terminable without penalty on advance notice of 30 days or less. Except as set forth on Schedule 4.11(b) or as otherwise provided by applicable Law or as provided in a written agreement, the employment of all Business Employees and Consultants is terminable at will. Except as set forth on Schedule 4.11(b), the Sellers have made available or delivered to the Buyer a true and complete copy (including any amendments) of any agreements set forth in the foregoing clauses (i) – (iii) (including severance agreements of any Business Employees) and a true and complete description of the material terms of any agreements set forth in the foregoing clause (iv).

(c) Compliance. With respect to the Business Employees, the Sellers have complied in all material respects with all laws, rules, and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, and discrimination, and the Sellers have not received any written notice alleging that any Seller has engaged in any unfair labor practice or unlawful employment practice or otherwise failed to comply with any such laws, rules, or regulations with respect to the Business Employees. To the Knowledge of the Sellers, there is no union campaign being conducted to solicit cards from any Business Employees to authorize a union to represent any of the Business Employees or to request a National Labor Relations Board certification election with respect to any Business Employees. The Sellers have not received with respect to the Stations, and, to the Knowledge of Sellers, the Stations have not received, any notice that a strike or a material labor dispute, grievance or controversy is threatened or imminent. Except as set forth in Schedule 4.11(c), there is no Action pending or, to the Knowledge of the Sellers, threatened, between any Seller and a Business Employee (singly or collectively) for which written notice thereof has been received by any Seller, that is reasonably expected to have a Material Adverse Effect in respect of any individual Station. Seller has not taken and will not take through and including the Closing Date any action with respect to the Business Employees that could result in any

Liabilities, penalties, fines, other sanctions or notice obligations under the Worker Adjustment Retraining and Notifications Act.

#### 4.12 Employee Benefit Plans.

(a) List of Benefit Plans. All of the Employee Plans and Compensation Arrangements in effect as of the date of this Agreement are listed in Schedule 4.12, and true and complete copies of any such written Employee Plans or Compensation Arrangements have been made available to the Buyer along with copies of any employee handbooks or similar documents describing such plans and arrangements. Complete descriptions of any such unwritten Employee Plans and Compensation Arrangements also have been made available to the Buyer. Except as disclosed in Schedule 4.12, the Sellers are not a party to and do not now have in effect or to become effective after the date of this Agreement any Employee Plan or Compensation Arrangement. The Sellers have made available to the Buyer the Forms 5500 filed for each of the Employee Plans (including all attachments and schedules), actuarial reports, summaries of material modifications, summary annual reports, and any other employer notices (including governmental filings and descriptions of material changes to Employee Plans or Compensation Arrangements) relating to the Employee Plans for the last three plan years, and the current summary plan descriptions.

(b) Compliance. Each of the Employee Plans and Compensation Arrangements has been administered in compliance in all material respects with its own terms and with ERISA, the Code, the Age Discrimination in Employment Act and any other applicable Laws. With respect to each Employee Plan, to the Sellers' Knowledge, no condition or event currently exists or is reasonably expected to occur that could subject, directly or indirectly, a Station to any material liability, contingent or otherwise, or the imposition of any Lien on the Station Assets under the Code or Title IV of ERISA, whether to or by the Pension Benefit Guaranty Corporation, the IRS or any other Person.

(c) Multiemployer Plans. Neither the Sellers nor their ERISA Affiliates are contributing to, are required to contribute to, or have contributed within the last six (6) years to, any Multiemployer Plan with respect to the Business Employees, and none of the Sellers or their ERISA Affiliates have incurred within the last six (6) years, or reasonably expect to incur, any "withdrawal liability," as defined under Section 4201 et seq. of ERISA, with respect to the Business Employees.

(d) Section 280G of the Code. Except as set forth on Schedule 4.12, neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) result in any payment (including severance, unemployment compensation or parachute payments within the meaning of Section 280G of the Code) becoming due to any Business Employee, (ii) increase any benefits otherwise payable under any Employee Plan, or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

4.13 Financial Information. The Sellers have provided to the Buyer true, correct and complete copies of the unaudited balance sheet and income statement for each Station prepared by the Media General Broadcast Division and the unaudited balance sheet and income statement

related to the websites for each Station prepared by the Interactive Media Division, in each case, for (a) the fiscal years ended December 25, 2004 and 2005, and (b) the period from December 26, 2005 through June 25, 2006 (collectively, the "Financial Statements"). The information provided in the Financial Statements has been prepared from (and the information provided in the financial statements to be provided in accordance with Section 6.14 will be prepared from) financial information contained in the books and records and books of account regularly maintained by the Stations. Except as set forth in Schedule 4.13 or as noted in the Financial Statements, the Financial Statements have been prepared in accordance with GAAP (except for normal year end adjustments and the absence of notes), and fairly present, in all material respects, the financial condition and results of operations of the Stations as of the dates and for the respective periods identified therein, respectively. The information provided in the Financial Statements was used (or will be used) to account for the operations of the Stations in the preparation of Media General, Inc.'s consolidated financial statements for the respective periods covered thereby.

4.14 Litigation; Governmental Orders. Except as set forth in Schedule 4.14 hereto, there are no pending Actions or, to the Knowledge of the Sellers, threatened Actions, by any Person or Governmental Authority against any Seller with respect to the Business of the Stations that, individually or in the aggregate, are reasonably expected to have a Material Adverse Effect in respect of any individual Station. Except as set forth in Schedule 4.14 hereto, as of the date hereof, no Seller is bound by any Governmental Orders or arbitration decision or orders with respect to the Stations that specifically name it.

4.15 Compliance with Laws. Except as set forth in Schedule 4.15 hereto, with respect to the Business of the Stations, the Sellers are in compliance in all material respects with all Laws and Governmental Orders that are applicable to the ownership and operation of the Stations and the Station Assets, including the Communications Act, and no event has occurred, and, to Sellers' Knowledge, no condition or circumstance exists, that might in any material respect (with or without notice or lapse of time) constitute, or result directly or indirectly in, a default under, a breach or violation of, or a failure to comply with any such Law or Governmental Order, other than any such default, breach, violation or failure to comply which is not material. Except as set forth in Schedule 4.15 hereto, with respect to the Business of the Stations, the Sellers have not received any written notice from a Governmental Authority or other Person regarding any actual or potential violation of any such Law or Governmental Order, other than any such violation which is not material or has been remedied.

4.16 Taxes. The Sellers have timely filed with the appropriate taxing authorities all income Tax Returns with respect to the Sellers and all other material Tax Returns required to be filed as of the date hereof in connection with the Business of the Stations, and all such Tax Returns were prepared in compliance in all material respects with all applicable Laws and regulations. The Sellers have paid all income Taxes and other material Taxes required to be paid in connection with the Business of the Stations, other than Taxes not yet due and Taxes being contested in good faith by appropriate proceedings. There are no disputes, claims or proceedings pending or threatened in writing by any Governmental Authorities with respect to taxes applicable to the Business of the Stations, and no events have occurred pursuant to which the Buyer could be liable for taxes of the Seller as transferee of the Stations Assets. There are no

Liens on any of the Station Assets that arose in connection with any failure (or alleged failure) to pay any Tax.

4.17 Environmental Matters. Except as set forth in Schedule 4.17 hereto:

(a) The Sellers have conducted the Business of the Stations and operated all Real Property and Tangible Personal Property in compliance in all material respects with all Environmental Laws and Environmental Permits.

(b) The Sellers have not received any written communication from any Governmental Authority or, as of the date of this Agreement, from any third party, that alleges that the condition of the Real Property or any Seller, with respect to the Business of a Station: (i) is not in compliance in all material respects with any Environmental Laws or Environmental Permits, (ii) is subject to an Action or threatening any Seller with an Action, including any Action seeking payment, contribution, indemnification, remedial action or removal action or alleging any damage or injury to Person or property pertaining to any Environmental Laws or Release of Hazardous Materials, (iii) is or may be liable for the Release or threatened Release of a Hazardous Material, or (iv) is or may be responsible for the environmental remediation responding to the Release of a Hazardous Material;

(c) No Seller has, and to the Sellers' Knowledge, no predecessor or other third party has, Released Hazardous Materials on or from any of the Real Property or on or from any of the Tangible Personal Property in violation of any Environmental Laws or Environmental Permits, or in the case of such a Release that did not violate any Environmental Law or Environmental Permit, could reasonably be expected, because of its nature or volume, to require the Buyer to undertake environmental remediation on the Real Property;

(d) To the Sellers' Knowledge, none of such Real Property or Tangible Personal Property has previously been used for the storage of Hazardous Materials in violation of any Environmental Laws or Environmental Permits, and to the Sellers' Knowledge, none of such Real Property or Tangible Personal Property has previously been used for the treatment, recycling or disposal of Hazardous Materials; and

(e) No Seller has installed on any of the Real Property any underground storage tanks, and to the Sellers' Knowledge, there are no underground storage tanks located on any of the Real Property.

True and complete copies of the environmental assessment reports and environmental, health, and safety audits listed on Schedule 4.17 have been delivered or made available to the Buyer, which Schedule 4.17 includes all material environmental assessment reports and environmental, health, and safety audits obtained by or involving Sellers in connection with its ownership and operations of the Business of the Stations. Notwithstanding any other provision of this Agreement, the Buyer acknowledges and agrees that the representations and warranties contained in this Section 4.17 are the only representations and warranties given by the Sellers with respect to environmental matters or with respect to Environmental Laws, and no other provision of this Agreement shall be interpreted as containing any representation or warranty with respect thereto.



4.18 Cable and Satellite Matters.

(a) Schedule 4.18 hereto sets forth, as of the date hereof:

(i) a list of all retransmission consent agreements entered into with any multichannel video programming distributors retransmitting a Station's signal(s) and the expiration date for each such Contract (each of which retransmission consent agreement is in full force and effect, and to the Knowledge of Sellers, there is no reason that a cable system operator or satellite program service provider would have the right to terminate such carriage during its current term);

(ii) a list of all MVPDs that to the Sellers' Knowledge carry the analog and/or digital signals of the Stations and the channels on which the signals of the Stations are carried;

(iii) with respect to each of the Stations, a list of all MVPDs to which Sellers or an Affiliate of Sellers have provided a must-carry notice or retransmission consent notice in accordance with the provisions of the Communications Laws for the period ending December 31, 2008 or any subsequent period, including the disposition and current status of each such must-carry or retransmission consent notice; and

(iv) a list of all retransmission consent and/or copyright indemnification contracts entered into with any MVPD with respect to the Stations for the period ending December 31, 2008 or any subsequent period and the expiration date for each such contract.

(b) Except as set forth in Schedule 4.18, consummation of the transactions contemplated hereunder will not require consent of any Person with respect to carriage pursuant to a retransmission consent agreement on any MVPD and will not result in or give rise to any termination, amendment, modification or cancellation of any material obligation or loss of any material benefit under such agreement.

(c) No MVPD has declined or refused to carry the Stations or disputed the Stations' right to carriage pursuant to the Stations' must-carry or retransmission consent election, as the case may be, with respect to the current election period ending December 31, 2008.

4.19 Digital Television. The FCC has tentatively designated the digital channels set forth on Schedule 4.19 hereto for the provision of digital television ("DTV") service by the Stations following the DTV transition. The Stations are broadcasting their DTV signals in material compliance with such authorizations. The Stations are in compliance in all material respects with the FCC's build-out requirements for DTV. Other than Permitted Liens, no Seller or any Affiliate thereof has leased, licensed, assigned, conveyed or otherwise encumbered any Station's DTV spectrum or any portion thereof or granted rights to any party (other than the Buyer) to transmit data or other information on any Station's DTV spectrum or any portion thereof. To the Knowledge of Sellers, there are no pending petitions for rulemaking or notices of proposed rulemaking to reallocate the digital television allotment of any Station or, to the Knowledge of Sellers, to reallocate the digital or analog television allotment of any other station in a manner that could have a Material Adverse Effect.

4.20 Transactions with Affiliates. Except as set forth on Schedule 4.20, there are no Contracts or business arrangements between a Seller, on the one hand, and any Affiliate of such Seller, on the other hand, in connection with, relating to or otherwise affecting the Business of the Stations that will remain effective with respect to the Business of the Stations after the Closing.

4.21 Brokers. Except for Stephens, Inc., no Seller or any Affiliate thereof has entered into any Contract entitling any agent, broker, investment banker, financial advisor or other firm or Person to any brokers' or finders' fee or any other commission or similar fee in connection with the transactions contemplated by this Agreement.

4.22 Insurance. Sellers maintain insurance policies or other comparable arrangements with respect to the Stations and the Station Assets consistent with Sellers' practices for other stations. All such insurance policies and arrangements are in full force and effect, and provide coverage against hazards and losses customary and reasonable for the businesses in which the Sellers are engaged. The Sellers have not received any notice of cancellation of any such policies.

4.23 Absence of Certain Changes. Since January 1, 2006, (i) the Business of the Stations has been operated in the ordinary course of business consistent with past practices, and (ii) there has not occurred any Material Adverse Effect.

4.24 Limitations on Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SELLERS MAKE AND HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PROJECTIONS, BUDGETS OR OTHER ESTIMATES OF THE SELLERS' OR THE STATIONS' REVENUES, EXPENSES OR RESULTS OF OPERATIONS OR ANY OTHER FINANCIAL OR OTHER MATTER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Sellers as follows:

5.1 Organization. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Buyer is duly authorized, qualified or licensed to do business as a foreign limited liability company and is in good standing under the Laws of each jurisdiction in which the character of its properties owned, operated or leased, or the nature of its activities, makes such qualification necessary, except in those jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement or the other Transaction Documents to which it is a party or to consummate the transactions contemplated hereby or thereby.



5.2 Authority. The Buyer has all requisite limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is a party, the performance by the Buyer of its obligations hereunder and thereunder, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery of this Agreement by the Sellers, this Agreement constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as such enforceability may be limited by principles of public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and the relief of debtors and general principles of equity. Upon the execution and delivery by the Buyer of the other Transaction Documents to which it is a party and, assuming the due authorization, execution and delivery of the other Transaction Documents by the Sellers (to the extent they are parties thereto), each of the other Transaction Documents will constitute a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its respective terms, except as such enforceability may be limited by principles of public policy, any Laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors and general principles of equity.

5.3 No Violation. Except as set forth on Schedule 5.3, the execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is a party and the performance by the Buyer of its obligations hereunder and thereunder will not conflict with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material right or obligation under, or require the Buyer to obtain any consent as a result of, or under, the terms or provisions of (i) the Organizational Documents of the Buyer (ii) any material Contract to which the Buyer is a party or by which its assets are bound, or (iii) any Law or Governmental Order of a Governmental Authority applicable to the Buyer or any of the Buyer's assets, except, in the case of this clause (iii), as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement or the other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

5.4 Governmental Consents. No material consent of or material registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Buyer in connection with the execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents, except as set forth on Schedule 5.4 hereto.

5.5 FCC Matters. The Buyer is legally, financially and otherwise qualified to be the licensee of the FCC Licenses and to acquire, own and operate the Stations under the Communications Act, including the provisions thereof relating to media ownership and attribution, foreign ownership and control and character qualifications. The Buyer knows of no fact that would, under the Communications Act (a) disqualify the Buyer as an assignee of the

FCC Licenses or as the owner and operator of the Stations or (b) cause the FCC to fail to grant the FCC Application in a timely manner. As the Communications Act is currently in effect, no waiver of any FCC rule or policy is necessary to be obtained for the grant of the FCC Application, nor will processing pursuant to any exception to any FCC rule or policy of general applicability be requested or required in connection with the consummation of the transactions contemplated by this Agreement.

5.6 Litigation; Governmental Orders. There are no pending Actions or, to the knowledge of the Buyer, threatened Actions, for which written notice thereof has been received by the Buyer, by any Person or Governmental Authority against the Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or that could reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement or the other Transaction Documents to which it is a party or to consummate the transactions contemplated hereby or thereby.

5.7 Availability of Funds. The Buyer will have at the Closing the financial capability to enable it to consummate the transactions contemplated by this Agreement. The Buyer acknowledges and agrees that it shall be the Buyer's obligation to have funds on hand at the Closing sufficient to enable Buyer to pay the Purchase Price. The Buyer has previously delivered to the Sellers true and correct copies of the CIT Commitment Letter (the "Debt Commitment Letter"). The Debt Commitment Letter has been executed by the Buyer and CIT and is in full force and effect in accordance with its terms. The Buyer has previously delivered to the Sellers a true and correct copy of the HBK Commitment Letter (the "Equity Commitment Letter"). The Equity Commitment Letter has been executed by the Buyer and HBK and is in full force and effect in accordance with its terms.

5.8 Projections. The Buyer acknowledges that, with respect to any projections or forecasts relating to the Business of the Stations that the Buyer has received from the Sellers or any of their Affiliates, (a) there are uncertainties inherent in attempting to make such projections and forecasts, (b) the Buyer is familiar with such uncertainties, (c) the Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and forecasts so furnished to it, and (d) the Buyer does not have, and will not assert, any claim against the Sellers or their Affiliates or any of their directors, officers, employees, or representatives, or hold the Sellers or any such other Persons liable, with respect thereto. This acknowledgement shall not impair or affect any of Buyer's rights with respect to any misrepresentations made by the Sellers herein or in any other Transaction Documents, including Article 4.

5.9 Brokers. Except as set forth on Schedule 5.9 hereto, the Buyer has not entered into any contract or arrangement entitling any agent, broker, investment banker, financial advisor or other firm or Person to any brokers' or finders' fee or any other commission or similar fee in connection with the transactions contemplated by this Agreement.

5.10 Limitations on Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BUYER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO

ANY OTHER MATTER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS.

## ARTICLE 6

### COVENANTS

#### 6.1 Conduct of Business.

(a) Between the date of this Agreement and the Closing Date, unless the Buyer shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned) or except as otherwise described on Schedule 6.1 hereto, the Sellers shall take, or cause to be taken, the following actions, subject to, and except as modified by compliance with, the other affirmative and negative covenants in this Agreement (including this Section 6.1):

(i) conduct the Business of the Stations in the ordinary course of business, consistent with past practice;

(ii) use commercially reasonable efforts to preserve and maintain the goodwill of the Stations and the current relationships of the Sellers with the Business Employees, the Consultants and with the customers and suppliers and others with significant and recurring business dealings with the Business of the Stations;

(iii) maintain all material Licenses (including the FCC Licenses) included in the Station Assets, including filing with the FCC applications to renew any FCC Licenses that may expire prior to the Closing Date;

(iv) maintain the books of account and books and records of the Stations (including the Books and Records) in the ordinary course of business, consistent with past practice, except to the extent of any change mandated by applicable Law;

(v) operate the Stations in compliance in all material respects with all Laws, including the Communications Act (and upon receipt of notice from a Governmental Authority regarding the material violation of any Laws in connection with the Business of a Station, the Sellers shall notify the Buyer of receipt of such notice and shall use commercially reasonable efforts to contest in good faith or to cure such violation prior to the Closing Date), and file and prosecute any FCC reports, notices, and applications at the times and in the manner required by applicable Law;

(vi) use commercially reasonable efforts to maintain the Tangible Personal Property in the ordinary course of business consistent with past practice (wear and tear due to ordinary usage excepted);

(vii) promptly notify the Buyer in writing of any written notice or other written communication, including any written threat, filing, service or institution of any Action brought by any Person that is adverse to the consummation of this Agreement or the other transactions contemplated hereby;

(viii) maintain policies of liability and casualty insurance or other comparable arrangements with respect to the Business of substantially similar coverage as the policies currently carried or arrangements currently maintained by the Sellers for the Business;

(ix) promptly notify the Buyer in writing after becoming aware thereof of any material labor grievance, strike or other material labor dispute affecting the Business of the Stations, any attempted or actual collective bargaining organizing activity with respect to any Business Employees and the scheduling of any material bargaining discussions with a certified bargaining unit covering any Business Employees;

(x) promptly notify the Buyer of and consult with the Buyer concerning any transfer of any Business Employees to other stations or Affiliates of Sellers;

(xi) promptly notify the Buyer, and consult with the Buyer, regarding the hiring of any individual hired primarily in connection with the Business of the Stations which hiring, in any event, shall only be in the ordinary course of business;

(xii) promptly notify the Buyer after becoming aware thereof of the loss of carriage or change in channel position on any Market MVPD System and the cessation of broadcasting or material reduction by any Station of its authorized power for more than twenty-four (24) consecutive hours;

(xiii) use all Trade Agreements only to obtain services, merchandise, equipment or other goods used or useful in the Business of a Station (and the Sellers will include in the Station Assets all of such property not consumed by the Station or the Sellers in the ordinary course of business);

(xiv) make capital expenditures with respect to the Stations (other than any capital expenditures relating to digital television upgrades with respect to Station KIMT(TV)) substantially in accordance with the applicable capital budgets of the Stations provided to the Buyer prior to the date hereof, subject to any changes or deviations resulting from third party scheduling matters, availability of materials, manpower deficiencies of the Sellers or any third party and any other actions or omissions of a third party (it being understood that, notwithstanding anything herein to the contrary, the Sellers shall not be required to expend any funds or take any further actions in connection with digital television upgrades for Station KIMT(TV)); and

(xv) except, in each case, where subject to a good faith dispute, pay all accounts payable in the ordinary course of business consistent with past practice and pay all film and programming license fees due and payable prior to the Closing Date.

(b) Between the date of this Agreement and the Closing Date, unless the Buyer shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned) or except as otherwise described on Schedule 6.1 hereto, the Sellers shall not take and shall cause not to be taken, any of the following actions, subject to, and except as modified by compliance with, the other affirmative and negative covenants in this Agreement (including this Section 6.1):

(i) take any action that, or fail to take any action the failure of which, would result in any of the FCC Licenses being materially and adversely modified, terminated or surrendered for cancellation or apply to the FCC to adversely modify in any material respect, suspend or abrogate any of the FCC Licenses;

(ii) adopt, enter into or amend any arrangement which is, or would be, an Employee Plan unless (A) otherwise required by applicable Law, an existing Employee Plan or this Agreement or (B) in connection with company-wide actions that are not targeted at the Business Employees;

(iii) make any change in its accounting methods or practices, except for any such changes necessary to conform with GAAP or applicable Law;

(iv) make any commitment to pay any severance or termination pay to any Business Employee or any independent contractor, consultant, agent or other representative of a Seller that would become an obligation of the Buyer after the Closing, except (A) to the extent such obligation is included in Adjustment Liabilities or (B) as provided in Section 6.8(h);

(v) sell, lease, dispose of or otherwise transfer any Station Assets other than disposal of obsolete equipment which is not material to the operation of the Business, unless such assets are replaced with similar items of substantially equal or greater value and utility, or place, create, assume or permit to exist any Liens upon the Station Assets, other than Permitted Liens;

(vi) except as otherwise permitted under this Agreement, enter into, terminate (other than at the expiration of the term), modify or amend in any material respect or waive any material provision of, any Assumed Station Contract or Allocable Shared Contract, other than Station Contracts in the ordinary course of business that are not Material Station Contracts and, with respect to Allocable Shared Contracts, other than as would only affect television stations or other businesses of the Sellers and their Affiliates other than the Stations (provided that this subsection does not apply to employment or similar agreements, which are governed by other subsections of this Section 6.1); provided, however, that the Sellers shall not be permitted to enter into any Station Contract with any Affiliate of the Sellers that would be binding on any Station following the Closing; provided, further, that the Sellers shall not modify, amend or waive any provision of the representation agreements with HRP and MMT (to the extent it would affect the Stations) without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed;

(vii) (A) increase or otherwise change the rate or nature of the compensation (including wages, salaries and bonuses) which is paid or payable to any Business Employee or Consultant except pursuant to existing Law, Employee Plans, Compensation Arrangements, employment agreements, agreements with Consultants or collective bargaining agreements, or otherwise both in the ordinary course of business consistent with past practices and not in excess of 5%; (B) adopt, or commit to adopt, any Employee Plan or Compensation Arrangement except to the extent that it applies to a broad group of employees of the Sellers and their Affiliates and is not targeted at the Business Employees; (C) make amendments to any such Employee Plan or Compensation Arrangement except to the extent required by Law or necessary

to preserve the nature of the benefits provided under such plan or arrangement or to the extent that it applies to a broad group of employees of the Sellers and their Affiliates and is not targeted at the Business Employees; (D) enter into, renew or allow the renewal of, any employment agreement, agreement with a Consultant or other contract or arrangement, in each case, with respect to the performance of personal services for a Station, other than an agreement terminable without penalty (other than the severance obligations in Section 6.8(h)) on advance notice of 30 days or less; (E) voluntarily agree to enter into any collective bargaining agreement applicable to any Business Employees or otherwise recognize any union as the bargaining representative of any Business Employees;

(viii) make any material change in the vacation or sick leave policies or the short-term disability benefits available to the Business Employees;

(ix) make a Tax election or settle any material controversy with any taxing authority if the election or settlement pertains to any of the Station Assets and could reasonably be expected to adversely affect the Buyer after the Closing;

(x) except for capital expenditures, which shall be governed by Section 6.1(a)(xiii), acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets that would be included in the Station Assets other than in the ordinary course of business consistent with past practice;

(xi) waive in advance any rights relating to the Stations or the Station Assets other than immaterial rights in the ordinary course of business; or

(xii) enter into any binding agreement with respect to any of the foregoing.

Notwithstanding anything to the contrary contained herein, at all times from the date of this Agreement until the Closing, the Sellers shall be entitled to make cash distributions in respect of their stock to the owners thereof and to repay or prepay amounts in respect of indebtedness for borrowed money in their sole discretion.

## 6.2 Access and Information.

(a) At all times from the date of this Agreement until the Closing, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, the Sellers shall permit the Buyer and its representatives to have reasonable access, upon reasonable notice and during normal business hours, to the Sellers and all relevant books, records, books of account and documents of or relating primarily to the Business of the Stations and to the properties of the Stations and shall furnish to the Buyer or any of its Affiliates such financial information and operating data regarding the Stations or the Station Assets as the Sellers prepare in the ordinary course of business; provided, however, that the foregoing do not unreasonably disrupt the business of the Sellers or the Business of the Stations. Except as expressly provided herein, neither the Buyer nor any of its representatives shall contact in any manner whatsoever any of the Sellers' employees, customers, suppliers or others having business dealings with the Sellers or the Stations, without the express prior written



consent of the Sellers. The Buyer and its representatives shall be given reasonable access, upon reasonable notice and during normal business hours, to (i) the executive officers of the Sellers or Media General, Inc. that have management or oversight responsibility for matters relating to the Stations, and (ii) the Business Employees for purposes of communicating the Buyer's intentions regarding the terms and conditions of employment following the Closing, provided, in each case, that such access does not unreasonably disrupt the business of the Sellers or the Business of the Stations. Notwithstanding anything in this Agreement to the contrary, the Sellers shall not be required to disclose to the Buyer or its representatives any confidential or proprietary information not relating primarily to the Business of the Stations, to permit the Buyer or its representatives to copy or remove from the properties or offices of the Sellers or any of their Affiliates or the Stations any confidential or proprietary information or to prepare any financial statements or information relating to the Business of the Stations not normally prepared in the ordinary course of business.

(b) From and after the Closing Date, in connection with any reasonable purpose relating to the Retained Liabilities, the Excluded Assets or the ownership of the Station Assets prior to the Closing (including the preparation of financial statements or Tax Returns) or the rights or obligations of the Sellers or any of their Affiliates under this Agreement or any of the other Transaction Documents, and except as determined in good faith to be appropriate to ensure compliance with any applicable Laws and subject to any applicable privileges (including the attorney-client privilege), the Buyer shall permit the Sellers and their representatives to have reasonable access, upon reasonable notice and during normal business hours, to the Buyer and all relevant books, records and documents included in the Station Assets and shall furnish to the Sellers or any of their Affiliates such financial and other information regarding the Stations or the Station Assets as the Sellers or any of their Affiliates may from time to time reasonably request that are reasonably related to such purposes; provided, however, that the foregoing do not unreasonably disrupt the business of the Buyer or the Business of the Stations. The Sellers and their representatives shall be given reasonable access, upon reasonable notice and during normal business hours, to the employees of the Stations in connection with the purposes set forth above, including the use of such individuals as witnesses in hearings or trials, provided, that the foregoing do not unreasonably disrupt the business of the Buyer or the Business of the Stations. Notwithstanding anything in this Agreement to the contrary, the Buyer shall not be required to disclose to the Sellers or its representatives any confidential or proprietary information not relating primarily to the Business of the Stations and the purposes set forth above or to permit the Sellers or their representatives to copy or remove from the properties or offices of the Buyer or any of its Affiliates or the Stations any confidential or proprietary information.

(c) After the Closing Date, each Seller and the Buyer shall (and cause their respective Affiliates to) use commercially reasonable efforts to: (i) provide to the other party and to any taxing authority such information, records, and documents relating to the Stations or Stations Assets as is necessary to prepare any Tax Returns of the Stations for taxable periods ending within twelve (12) months of the Closing Date that such other party is responsible for preparing and filing, or as is necessary to prepare for any audits or disputes with taxing authorities regarding any Tax Returns of the Stations for taxable periods ending within twelve (12) months of the Closing Date; (ii) provide timely notice to the other in writing of any pending or threatened Tax audits, assessments, or information requests relating to Taxes of the Stations for taxable periods for which the other may have a liability under this Agreement; and (iii)



furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit, assessment or information request described in Section 6.2(c)(ii).

6.3 Further Actions. Upon the terms and subject to the conditions set forth in this Agreement, the Sellers and the Buyer shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate the transactions contemplated hereby as expeditiously as possible. Each party further understands and agrees that it shall not take, or cause to be taken, any action that is materially inconsistent with the terms of this Agreement, nor shall a party take any action that might delay or hinder the timely receipt of the FCC Consent or the consummation of the transactions contemplated hereby (including the Buyer entering into any agreement or arrangement with any daily newspaper, radio station, or other television station (or the attributable owner of such property) in the same market as any Station). Each party shall use its commercially reasonable efforts to satisfy as soon as practicable all of the conditions required to be satisfied by it hereunder in order to consummate the transactions contemplated hereby.

6.4 Governmental Consents.

(a) The purchase and sale of the Station Assets as contemplated by this Agreement is subject to the receipt of the FCC Consent. The Sellers and the Buyer shall use commercially reasonable efforts to prepare and, within five (5) Business Days after the date of this Agreement, file with the FCC the FCC Application, which shall consist of separate applications for consent to the assignment of the FCC Licenses relating to each Station (all such applications for each Station, collectively, a "Station Application"). The parties shall thereafter cooperate to prosecute the FCC Application with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain the FCC Consent as expeditiously as possible. Each party will promptly provide to the other parties a copy of any pleading, order or other document served on or delivered to it relating to the FCC Application. The Buyer is and will be legally, financially and otherwise qualified to be the licensee of and to acquire, own and operate the Stations under the Communications Act. Each party shall use commercially reasonable efforts to take or cause to be taken all actions necessary or appropriate to be taken by such party (and its Affiliates) to permit the FCC to grant the FCC Consent in a timely manner. Each party agrees to comply with any customary conditions imposed on it (or its Affiliates) by the FCC Consent that are applicable to broadcast television stations generally; provided, however, that neither party nor its Affiliates shall be required to comply with any condition imposed by the FCC that would have a material adverse effect on the condition (financial or otherwise), assets, liabilities, results of operations or business of such party or its Affiliates. The Buyer and the Sellers shall oppose any petitions to deny or other objections filed with respect to the FCC Application and any requests for reconsideration or review of the FCC Consent. The Buyer, on the one hand, and the Sellers, on the other hand, shall each pay one-half of any required FCC filing fees in connection with the FCC Application.

(b) The parties acknowledge that, as of the date of this Agreement, the transactions contemplated by this Agreement are not subject to notification under the HSR Act.

(c) Promptly upon the Sellers' request (and in any event within five (5) Business Days after such request), the Buyer shall provide to the Sellers such information and documentation as the DOJ may request to be provided in connection with the DOJ Agreement and the DOJ's review and approval of the proposed sale of the Station Assets relating to Station WIAT(TV) to the Buyer (including generally, information regarding the managerial, operational, technical and financial capabilities of the Buyer as contemplated by the Antitrust Division Policy Guide to Merger Remedies (October 2004), and including in particular, the experience of the Buyer and its Affiliates in the broadcast industry, the financial statements and condition of the Buyer and its Affiliates, the structure and amount of the Buyer's financing arrangements for the transactions contemplated by this Agreement, and any previous or existing relationships of the Buyer and its Affiliates with the Sellers and their Affiliates), and the Sellers and the Buyer shall use their commercially reasonable efforts to obtain such approval of the DOJ as expeditiously as possible. The approval of the DOJ under the DOJ Agreement of the proposed sale of the Station Assets relating to Station WIAT(TV) as contemplated by this Agreement is referred to herein as the "DOJ Approval."

(d) If the conditions set forth in Sections 7.1 and 7.2 have been satisfied, but not all of the FCC Consents for the assignment of the Non-Broadcast FCC Licenses have been obtained, then the Buyer and the Sellers shall consummate the Closing, excluding such Non-Broadcast FCC Licenses and any related assets prohibited from being transferred to the Buyer pursuant to applicable Law, as determined in the reasonable discretion of the Sellers. The Buyer and the Sellers shall enter into a reasonable facilities sharing agreement, consistent with applicable Law, to permit the Buyer, at no cost to the Buyer, to communicate over the facilities covered by such Non-Broadcast FCC Licenses until the FCC Consents for the assignment of such Non-Broadcast FCC Licenses are obtained and such Non-Broadcast FCC Licenses have been assigned, provided such delay in assignment, when taking the facilities sharing agreement into account, shall not materially and adversely affect the operations of any Station. Within ten (10) days after obtaining the FCC Consent for the assignment of such Non-Broadcast FCC Licenses, the Sellers shall assign and transfer such Non-Broadcast FCC Licenses to the Buyer.

(e) The Sellers and the Buyer shall cooperate and use their respective commercially reasonable efforts to obtain any other consents and approvals of Governmental Authorities set forth on Schedule 4.4 as expeditiously as possible. The Sellers and the Buyer will cooperate with the reasonable requests of the other party in promptly seeking to obtain all such consents and approvals. The Buyer, on the one hand, and the Sellers, on the other hand, shall each pay one-half of any required filing fees in connection with the applications for such consents and approvals.

(f) Neither the Sellers, on the one hand, nor the Buyer, on the other hand, shall agree to participate in any meeting with any Governmental Authority (including the FCC) in respect of any filing, consent, approval, investigation or other inquiry relating to this Agreement or the transactions contemplated hereby unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate in such meeting.

(g) If the FCC Consent is overturned, reversed, rescinded, set aside or otherwise rendered ineffective and there is a Final Order of the FCC (or court of competent

jurisdiction) requiring the reconveyance of the FCC Licenses to the Seller (the "FCC Denial"), then, subject to any necessary stay of or relief from the FCC Denial and/or any necessary FCC or court approval, at the election of the Buyer, which election shall be approved by the Buyer's secured lender (or if such election is not made by the Buyer within 30 days of the FCC Denial, such election may be made by secured lender) either: (1) the Buyer, with the Sellers' reasonable cooperation, may seek FCC Consent to assign the FCC Licenses (subject to any lien of the Buyer's secured lender thereon) to a voting trust, court-appointed receiver or other experienced third party in lieu of the Sellers acceptable to the Buyer and the Buyer's secured lender ("Receiver"); or (2) the Buyer, with the Sellers' reasonable cooperation, may seek the FCC's Consent to assign the FCC Licenses to another person selected by the Buyer and approved by its secured lender (such other party being referred to herein as the "License Holder"), and upon consummation of such assignment of the FCC Licenses, the Buyer and the License Holder will enter into a local marketing agreement, joint sales agreement or joint operating agreement providing the maximum benefits (both in terms of economics and control) to the Buyer permitted under applicable FCC laws, rules and policies.

(h) The Sellers, on the one hand, and the Buyer, on the other, will vigorously, expeditiously and diligently use their commercially reasonable efforts to oppose any and every administrative and judicial appeal which seeks to have the FCC Consent overturned, reversed or otherwise rendered ineffective and, in the event the FCC Consent is overturned, reversed or otherwise rendered ineffective, to use their commercially reasonable efforts to use and support every available administrative and judicial appeal to restore the FCC Consent and further, to seek a stay or other interim relief to allow the Buyer to continue to operate the Stations pending further administrative or judicial appeal; provided, however, that neither the Sellers nor the Buyer shall be required to seek judicial review beyond a decision of the U.S. Court of Appeals for the District of Columbia Circuit. The parties will also continue to prosecute the FCC application and any other necessary instruments or documents filed with the FCC pursuant to this Agreement in the event that it is designated for evidentiary hearing by the FCC following the Closing, and shall thereafter exhaust all available administrative and judicial appellate remedies in the event that such application is denied following such evidentiary hearing. The parties will cooperate fully with each other in connection therewith.

6.5 Renewal. The main station FCC Licenses issued under Part 73 of the rules and regulations promulgated by the FCC for all Stations (other than Station WIAT(TV)) have been extended pending the FCC consideration of the license renewal applications for such Stations that were duly filed in a timely manner. In order to avoid disruption or delay in the processing of the FCC Application, the Buyer and the Sellers agree, as part of the FCC Application, to request that the FCC apply its policy permitting license transfers in transactions involving multiple markets to proceed, notwithstanding the pendency of one or more license renewal applications. The Buyer and the Sellers agree to make such representations and undertakings as are necessary or appropriate to invoke such policy. The Buyer shall commit to the FCC that it will assume, effective as of the Closing, the position of applicant with respect to any pending license renewal applications, and to assume, effective as of the Closing, the risks relating to such applications, and/or the Sellers shall enter into an agreement with the FCC to toll the applicable statute of limitations notwithstanding the grants of the license renewal applications for such Stations. This Section 6.5 shall in no way impair or affect the Buyer's rights under this Agreement with respect to any matters arising in connection with the renewals that arose or relate to any period prior to

the Closing, including the Buyer's closing conditions set forth in Section 7.1 and Buyer's indemnification rights set forth in Section 9.2.

6.6 Consents. As soon as practicable after the date of this Agreement, but in any event no later than fifteen (15) days after such date (except in the case of requests for Required Consents, subject to extension for a period of up to an additional 15 days if deemed reasonably necessary by the Sellers or the Buyer in order to complete the following requests), the Sellers and the Buyer shall make appropriate requests to obtain any Consents of third parties required under any Station Contracts (the requests for which Consents shall include a request that the Sellers and their Affiliates be unconditionally released from all Liabilities relating to such Station Contracts to the extent they relate to the period after the Closing, and the parties shall use commercially reasonable efforts to obtain such releases), and the Sellers and the Buyer shall use commercially reasonable efforts to obtain such Consents as expeditiously as possible. To the extent that any Station Contract may not be assigned without the Consent of any third party, and such Consent is not obtained prior to the Closing and the Closing occurs, the Sellers and the Buyer shall discuss whether the Station Contract should be assigned to the Buyer at the Closing notwithstanding the absence of a Consent therefor; provided, however, that, to the extent the Sellers and the Buyer do not reach agreement to assign any such Station Contract at Closing, the Sellers and the Buyer shall use commercially reasonable efforts to cooperate with each other in effecting a commercially reasonable arrangement permitted by Law and not inconsistent with such Station Contract constituting an equitable assignment and assumption of rights and obligations under the applicable Station Contract, with the Sellers making available to the Buyer the benefits thereof and the Buyer performing the obligations (including payment obligations) thereunder on the Sellers' behalf from and after the Closing; provided, further, that the Sellers shall not be liable to the Buyer for the failure of such Consents to be obtained to the extent they have exercised commercially reasonable efforts as provided above, and, in connection with any such assignment or arrangement, the Sellers shall not be responsible for any Liabilities relating to such assignment or arrangement or the rights and obligations arising under such Station Contract from and after the Closing. The Sellers and the Buyer shall cooperate in the preparation of the forms for the Consents. No party shall be obligated to make any payment (other than filing fees or other immaterial charges) to any third party to obtain such consent or approval. Notwithstanding the foregoing, it is understood and agreed that the foregoing shall not affect the conditions to the Closing set forth in Section 7.1(g). As soon as practicable after the date of this Agreement, but in any event no later than fifteen (15) days after such date (subject to extension for a period of up to an additional 15 days if deemed reasonably necessary by the Sellers or Buyer in order to complete the following requests), the Sellers and the Buyer shall make appropriate requests to obtain estoppel certificates from lessors under the Real Property Leases pursuant to which any Seller is a lessee, in form and substance mutually satisfactory to the Sellers and the Buyer (the "Estoppel Certificates"), and the Sellers and the Buyer shall use commercially reasonable efforts to obtain such Consents as expeditiously as possible. Obtaining such Estoppel Certificates is not a condition to the obligations of the Buyer to consummate the transactions contemplated hereby.

6.7 Confidentiality; Publicity.

(a) Without limiting the terms of any confidentiality agreements between or among the parties and/or their Affiliates entered into prior to the date hereof, all non-public

information regarding the parties and their Affiliates and their businesses and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement and the other Transaction Documents (including all financial information provided by the Sellers to the Buyer) and the provisions of this Agreement and the Transaction Documents shall be confidential and shall not be disclosed to any other Person except in accordance with the prior written consent of the other parties, as otherwise required by applicable Law, as otherwise permitted under any such confidentiality agreement or as may be necessary for the consummation of the transactions contemplated by this Agreement, including, by way of example, the prosecution of consent applications and requests with Governmental Authorities or third parties.

(b) The parties shall consult with each other in connection with the initial joint press release to be made with respect to the execution of this Agreement, and such press release shall be reasonably acceptable to each party. Prior to the Closing, no party shall, without the prior written consent of the other parties issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by applicable Law or applicable rules and regulations of any securities exchange, in which case such party shall give reasonable advance notice of such obligation to the other parties and shall consult with the other parties on the form of the announcement.

#### 6.8 Employees and Employee Benefit Matters.

(a) Transferred Employees. Except as otherwise provided on Schedule 6.8(a), on or prior to the Closing Date, the Buyer shall, or shall cause its Affiliates to, offer employment in connection with the Business of the Stations to each Business Employee employed as of the Closing Date, effective as of the Closing Date. Each such Business Employee who accepts the Buyer's offer of employment and each Business Employee subject to a written employment agreement (which shall be assumed by the Buyer or its Affiliate at the Closing and which, from and after the Closing, shall be an Assumed Obligation), shall be considered a "Transferred Employee" as of the Closing Date. Neither the Buyer nor any of its Affiliates shall be obligated to continue to employ any Transferred Employee for any specific period of time following the Closing Date, subject to applicable Law, or except as provided in Section 6.8(i), continue the terms of employment enjoyed by any such employee while employed by Sellers or Buyer.

(b) Terms of Employment. The terms and conditions of employment offered to any Transferred Employee shall include, for a period of at least one year following the Closing: (i) a position substantially comparable to what the employee had immediately prior to the Closing, (ii) a base salary or hourly wage, as applicable, substantially comparable to that in effect immediately prior to the Closing, and (iii) for purposes of eligibility and vesting in compensation arrangements and employee benefit plans sponsored by the Buyer and for seniority benefits (such as paid leave and severance), past service credit for such employee's service with (A) any Seller, and (B) any Affiliate of a Seller and any predecessor employer, to the extent that service with the Affiliate and/or predecessor is credited under the comparable Employee Plan or Compensation Arrangement as of the Closing Date. Effective as of a Transferred Employee's first day of employment with the Buyer (or its Affiliates), the Buyer shall, or shall cause its Affiliates to, assume all obligations of the Sellers and their Affiliates for the earned and unused



vacation and sick leave of the Transferred Employees (provided that such vacation leave obligation is an Adjustment Liability). For the calendar year that includes the Closing Date, the Buyer shall, or shall cause its Affiliates to, provide a vacation and sick leave program for each Transferred Employee that provides a number of days of each type of annual leave which is no less favorable than the leave such Transferred Employee is entitled to as of the Closing Date. Notwithstanding anything herein to the contrary, during the period beginning on the Closing Date and ending one year after the Closing Date, if the Buyer or its Affiliates reduces a Transferred Employee's base salary or hourly wage, or assigns the Transferred Employee to a position with substantially diminished responsibilities, in each case, from those in place for such Transferred Employee immediately prior to the Closing, then the Buyer or its Affiliates shall offer such Transferred Employee, as an alternative to such reduction in pay or responsibilities, the opportunity to terminate employment and receive the severance benefits described in Section 6.8(h).

(c) Individual Employment Agreements. Except as otherwise provided on Schedule 6.8(c), with respect to a Transferred Employee who has an individual written employment agreement disclosed on Schedule 4.11(b) (an "Employment Agreement"), the Sellers shall assign to the Buyer or any of its Affiliates, and the Buyer or any of its Affiliates shall assume, responsibility for all obligations, contingent or otherwise under such Employment Agreement attributable to the period after the Closing and otherwise shall offer employment consistent with the terms of such Employment Agreements and this Agreement. Except as otherwise provided on Schedule 6.8(c), with respect to a Consultant who has an individual written agreement to provide services disclosed on Schedule 4.11(b) (a "Consulting Agreement"), the Sellers shall assign to the Buyer or any of its Affiliates, and the Buyer or any of its Affiliates shall assume, responsibility for all obligations, contingent or otherwise, under the Consulting Agreements attributable to the period after the Closing.

(d) Health Plan Coverage. On and after the Closing Date, the Buyer shall offer group health plan coverage to each Transferred Employee (and to the spouse and dependents of such employee). For purposes of providing such coverage, the Buyer shall waive all preexisting condition waiting periods and limitations for each Transferred Employee (and for the spouse and dependents of such employee) eligible to participate in the group health care plan of the Sellers immediately prior to the Closing (to the extent that such waiting periods and limitations did not apply to such employee, spouse or dependent immediately prior to the Closing Date) and shall provide such health care coverage effective as of the Closing without the application of any eligibility period for coverage. In addition, the Buyer shall credit all payments made by a Transferred Employee (and the spouse and dependents of such employee) toward deductible, out-of-pocket and co-payment obligation limits under the applicable Seller's health care plans for the plan year which includes the Closing Date, as if such payments had been made for similar purposes under the health care plans offered to the Transferred Employees (and their spouses and dependents) on and after the Closing Date during the plan year which includes the Closing Date.

(e) COBRA. On and after the Closing Date, the Buyer shall assume full responsibility and liability for offering and providing "continuation coverage" to any "covered employee" who is a Transferred Employee as of the Closing Date (and any "qualified beneficiary" related to such employee) and who is covered by a "group health plan" and who

experiences a “qualifying event” on or after the Closing. Seller shall retain such liability and responsibility with respect to any Business Employee who does not become a Transferred Employee and as “qualified beneficiary” related to such employee. “Continuation coverage,” “covered employee,” “qualified beneficiary,” “qualifying event” and “group health plan” all shall have the meanings given such terms under Section 4980B of the Code and Section 601 et seq. of ERISA.

(f) 401(k). The Sellers shall furnish to the Buyer as soon as practicable after the Closing a list, calculated as of the Closing Date, of the amounts of compensation deferred by each Transferred Employee under the MG Advantage 401(k) Plan during the calendar year in which the Closing occurs. Within one hundred and twenty (120) days after Closing, the Buyer shall cause a tax-qualified defined contribution plan sponsored by the Buyer or an Affiliate thereof to accept any participant directed rollover of the cash and promissory notes, if any, distributed to the Transferred Employees from the MG Advantage 401(k) Plan as a result of the transactions contemplated by this Agreement.

(g) Sellers’ Plans. As of the Closing Date, the Sellers shall cause all the Business Employees to cease participation in any of the Employee Plans or Compensation Arrangements.

(h) Severance Benefits. The Buyer shall, or shall cause its Affiliates to, provide severance benefits to any Transferred Employee whose employment with the Buyer (and its Affiliates) is involuntarily terminated other than for good cause during the one (1) year period following the Closing Date in an amount no less than that produced under the following formula, provided such Transferred Employee executes a written release acceptable to the Buyer: (i) one (1) week of base pay for each year of service (including past service), up to a maximum of 26 weeks, for employees earning less than \$50,000 (gross base wage) annually, and (ii) two (2) weeks of base pay for each year of service (including past service), up to a maximum of 39 weeks, for employees earning \$50,000 (gross base wage) or more annually. The Buyer shall not assume and shall not be responsible for providing severance benefits to the Business Employee listed on Schedule 6.8(a).

(i) Sellers’ Obligations. The Sellers shall be responsible for and shall cause to be discharged and satisfied in full all amounts owed to the Business Employees under any Employee Plan or Compensation Arrangement, other than Liabilities for Transferred Employees under (i) the Sellers’ vacation and sick leave and short term disability arrangements, provided that the Buyer shall be liable for such vacation leave only to the extent that vacation leave is included in Adjustment Liabilities, and (ii) any monthly commission attributable to advertisements booked or aired on or after the Closing Date, which Liabilities in clauses (i) and (ii) the Buyer shall be responsible for and shall discharge in full (and each of such Liabilities shall be deemed to be Assumed Obligations). The Sellers shall be responsible for and shall cause to be discharged and satisfied in full all benefits accrued as of the Closing for Business Employees under the Media General Annual Incentive Bonus Plan.

(j) Workers’ Compensation. All workers’ compensation Liabilities relating to, arising out of or resulting from any claim by a Business Employee that results from a compensable injury that occurred prior to the Closing shall be retained by the Sellers. The Buyer



shall assume and be solely responsible for all other workers' compensation Liabilities relating to a Transferred Employee that results from a compensable injury that occurred after the Closing. For purposes of this Agreement, a compensable injury shall be deemed to be sustained upon the occurrence of an event or onset of an occupational disease giving rise to eligibility for workers' compensation benefits. The Buyer and the Sellers shall cooperate with respect to any notification to appropriate Governmental Authorities of the disposition and the issuance of new, or the transfer of existing, workers' compensation insurance policies and claims handling contracts.

(k) Long Term Disability. The Sellers shall be responsible for providing long term disability benefits to the Business Employees who are receiving such benefits under an Employee Plan as of the Closing Date. The Buyer shall be responsible for providing long term disability benefits to Transferred Employees under terms consistent with other employees of the Buyer.

(l) WARN. The Buyer shall be solely responsible for any and all Liabilities, penalties, fines or other sanctions that may be assessed or otherwise due under the Worker Adjustment and Retraining and Notifications Act and similar laws and regulations arising out of the transactions contemplated herein, or otherwise with respect to Transferred Employees at anytime after the Closing Date.

(m) Third Party Beneficiaries. This Section 6.8 shall operate exclusively for the benefit of the parties to this Agreement and not for the benefit of any other Person, including any current, former or retired employee of any Seller or spouse or dependents of such Persons.

6.9 Control of the Station. Prior to the Closing, the Buyer shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the operations of the Stations; those operations, including the complete control and supervision of both of the Stations' programs, employees and policies, shall be the sole responsibility of the Sellers. After the Closing, the Sellers shall have no right to control the Stations, and the Sellers shall have no reversionary rights in the Stations.

6.10 Seller Trade Names. The Buyer acknowledges and agrees that, except as otherwise permitted by the Sellers in writing, following the Closing Date, the Buyer and its Affiliates shall cease and discontinue all uses of the Seller Trade Names, either alone or in combination with other words, and all marks, trade dress, logos, monograms, domain names and other source identifiers similar to any of the foregoing or embodying any of the foregoing alone or in combination with other words.

6.11 Notification of Threatened Action. Between the date of this Agreement and the Closing Date, each party hereto will promptly notify the other parties of any written notice or other written communication, including any written threat, filing, service or institution of any Action, brought by any Person that is adverse to the consummation of this Agreement or the other transactions contemplated hereby.

6.12 Termination of Seller-Station Arrangements. Each of the Buyer and the Sellers acknowledge and agree that any and all services provided by any of the Sellers or their Affiliates

to any Station shall automatically terminate effective as of the Closing without any additional actions by the parties, and the Sellers and their Affiliates, on the one hand, and the Stations, on the other hand, shall have no further Liabilities to each other from and after the Closing, except, in each case, as expressly provided herein or in the Transition Services Agreement.

6.13 Bulk Sales. The Buyer hereby acknowledges that the Sellers are not complying with the bulk transfer provisions of the Uniform Commercial Code and all similar Laws.

6.14 Financial Information. Promptly after the completion of any financial information or statements or pricing reports prepared by the Sellers with respect to the Business of the Stations in the ordinary course of business, the Sellers shall furnish such information, statements or reports to the Buyer within seven (7) Business Days.

6.15 Notification of Changes to Representations and Warranties. The Sellers, on the one hand, and the Buyer, on the other hand, shall use commercially reasonable efforts to notify the other party promptly after becoming aware of any event, change or development that causes any representation or warranty of such party to be inaccurate in any material respect as of the date made. Except as specifically provided in Section 4.11(a), no such notice concerning the representations and warranties shall be deemed to cure any breach of a representation or warranty made hereunder which was not true and correct when made. Nothing contained in this Section 6.15 shall be construed as changing or affecting any party's rights or obligations under this Agreement, including any party's right to terminate this Agreement as provided in Article 8 or any party's indemnification rights or obligations provided in Article 9.

6.16 New Contracts. Between the date of this Agreement and the Closing Date, the Sellers will deliver to the Buyer a copy of each Station Contract that is entered into by any Seller between the date hereof and the Closing Date in accordance with the provisions of this Agreement. With respect to each Station Contract entered into by the Sellers between the date hereof and the Closing Date, the Sellers shall use commercially reasonable efforts to obtain the consent of the other party or parties to such Station Contract to the assignment of such Station Contract to the Buyer in connection with the Closing without change in the terms or conditions of such Station Contract.

6.17 FCC Reports. The Sellers shall use commercially reasonable efforts to deliver to the Buyer, within five (5) days after filing (and in any event within five (5) days after receipt of a request from the Buyer therefor), copies of any applications, reports or other filings relating to the Stations which are filed by the Sellers with the FCC or required by FCC regulations to be placed in the Stations' public inspection file, in each case, between the date hereof and the Closing Date.

6.18 Title Commitments; Surveys; Lien Searches. The Buyer may order, at the Buyer's sole cost and expense, title commitments, surveys and lien searches on each parcel of Owned Real Property and Leased Real Property (subject to the consent of the owner of such Leased Real Property) and lien searches on the other assets and properties included in the Station Assets. The Sellers agree to cooperate with the Buyer in obtaining such items, including providing access to the Buyer and its representatives as provided in Section 6.2 and providing affidavits and instruments customarily required to obtain title insurance on real property.

6.19 Environmental Reports. After the date of this Agreement, the Buyer may elect, at its sole cost and expense, to order a Phase I environmental site assessment and/or an air quality assessment and/or asbestos survey assessment of any Owned Real Property or Leased Real Property (subject to the consent of the owner of such Leased Real Property) to be performed by a firm qualified to perform and experienced in performing such assessments (the "Environmental Firm"). If the Environmental Firm reasonably determines as a result of those assessments that further investigation or testing is necessary, the Buyer may cause to be performed, at its sole cost and expense, Phase II environmental site assessments at the Owned Real Property or Leased Real Property (subject to the consent of the owner of such Leased Real Property) as soon as reasonably practicable by the Environmental Firm. Following their completion, the Buyer will promptly deliver copies of such Phase I and Phase II environmental site assessment reports or air quality or asbestos assessment reports to the Sellers. The Sellers will comply with any reasonable request for information made by the Buyer or the Environmental Firm in connection with any such investigation and shall afford the Buyer and the Environmental Firm access to all areas of the Owned Real Property and Leased Real Property (subject to the consent of the owner of such Leased Real Property), at reasonable times and in a reasonable manner in connection with any such investigation. In the event that as a result of Phase II environmental site assessments or air quality or asbestos assessments, the Environmental Firm reasonably determines that there has been a violation of, or that remedial action is required by, Environmental Law, the Buyer shall promptly notify the Sellers and provide the Sellers with copies of the relevant report, and the Sellers agree to remediate to the extent necessary such that (i) such Owned Real Property or (ii) to the extent such violation is attributable to the operations of the Stations by the Sellers, Leased Real Property, is in compliance in all material respects with Environmental Law. Notwithstanding anything to the contrary in this Agreement or in any other Transaction Document, any such remediation may take place after, and is not a condition precedent to, Closing. From and after the Closing, the Buyer shall cooperate with the Sellers, and shall permit the Sellers (and any third party environmental firm selected by the Sellers) access to all areas of the Owned Real Property and the Leased Real Property (subject to the consent of the owner of such Leased Real Property) at reasonable times and in a reasonable manner in order to perform such remediation. In no event shall the Sellers be obligated for indemnification under Section 9.2(a) and this Section 6.19 to the extent the aggregate amount of all Losses of the Buyer under Section 9.2(a) and Section 6.19 exceeds the Final Purchase Price.

6.20 Lien Releases. At or prior to the Closing, the Sellers shall provide to the Buyer evidence reasonably satisfactory to the Buyer that all Liens (other than Permitted Liens) encumbering the Station Assets have been terminated, released or waived, as appropriate, or original, executed instruments in form reasonably satisfactory to the Buyer effecting such terminations, releases or waivers.

6.21 Additional Cooperation with Respect to Real Property. At or prior to the Closing, at the reasonable request of the Buyer, the Sellers shall cooperate with and provide reasonable assistance to the Buyer and its authorized representatives in requesting (i) a landlord's consent to encumbrance and waiver agreement from lessors under the Real Property Leases, and (ii) the legal descriptions of real property leased under the Real Property Leases; provided, however, that any fees, payments, expenses and other charges required to be paid in connection with obtaining any of the foregoing shall be borne solely by the Buyer; and provided further that

obtaining such consents, agreements and legal descriptions shall not be a condition to the Closing.

#### 6.22 No Shop.

(a) The Sellers shall not, and shall not permit any of the Stations, or any of their respective Affiliates, directors, officers, employees, representatives or agents or such parties of such Affiliates (collectively, the "Representatives") to, directly or indirectly, (i) discuss, negotiate, undertake, initiate, authorize, recommend, propose or enter into (either as the proposed surviving, merged, acquiring or acquired corporation) any transaction involving a merger, consolidation, business combination, purchase or disposition of any material amount of the business, operations, properties, or assets relating to the Stations or any capital stock of a Seller other than the transactions contemplated by this Agreement (an "Acquisition Transaction"), (ii) facilitate, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (iii) furnish or cause to be furnished, to any Person, any information concerning the business, operations, properties or assets of any Seller (with respect to the Stations) or any Station in connection with an Acquisition Transaction or the timing of this Agreement, or (iv) otherwise cooperate in any way with, or assist or participate in, or facilitate, any effort or attempt by any other Person to do or seek any of the foregoing; provided, however, that the foregoing shall not limit, restrict or impair, in any respect, (i) the ability of Media General, Inc. to solicit, discuss, negotiate, enter into, consummate or otherwise facilitate a merger of Media General, Inc. with or a sale of all or part of the capital stock of Media General, Inc. to any Person or Persons; or (ii) a merger of a Seller with any other direct or indirect subsidiary of Media General, Inc. or a transfer of all or part of the capital stock of any Seller to any other direct or indirect subsidiary of Media General, Inc.

(b) The Sellers shall (and shall cause their Affiliates and Representatives to) immediately cease and cause to be terminated any existing discussions or negotiations with any Persons (other than the Buyer) conducted heretofore with respect to any Acquisition Transaction, other than any transaction permitted in the proviso of Section 6.22(a).

6.23 Financing Commitments. The Buyer shall use commercially reasonable efforts to obtain and effectuate the financing contemplated by the Debt Commitment Letter and the Equity Commitment Letter on substantially the terms set forth therein, including accepting changes to the pricing, fees, expenses, interest rates or other terms thereof solely on the terms provided therein and, in all cases, subject to the limitations thereon set forth therein, and to keep the Debt Commitment Letter and the Equity Commitment Letter effective in accordance with their respective terms. The Buyer shall not amend, or agree to amend, the Debt Commitment Letter or the Equity Commitment Letter in any material respect that would adversely affect the consummation of the transactions contemplated by this Agreement without the consent of the Sellers, which consent shall not be unreasonably withheld or delayed. The Buyer agrees to promptly notify the Sellers if, at any time prior to the Closing, the Debt Commitment Letter or the Equity Commitment Letter shall expire or terminate for any reason. If the Debt Commitment Letter or the Equity Commitment Letter are terminated for any reason prior to the Closing, the Buyer shall use commercially reasonable efforts to obtain, and if so obtained, will provide the Sellers with true and correct copies of, new financing commitments that will provide the Buyer at the Closing with sufficient funds to enable it to pay the Purchase Price, and the representations

and warranties contained in Section 5.7 and the provisions of this Section 6.23 shall apply with respect thereto.

6.24 Nonsolicitation. For a period of two (2) years after the Closing Date, the Sellers shall not, directly or indirectly:

(a) solicit, hire (subject to applicable law) or attempt to solicit for employment or independent contractor relationship any Transferred Employee or independent contractor party to a Consulting Agreement, or in any way interfere with the relationship between the Buyer and any such Transferred Employees or independent contractors, provided, however, that the provisions of this Section 6.24(a) shall not prohibit the Sellers or their Affiliates from (a) attempting to hire or hiring any Transferred Employee or such independent contractor (i) involuntarily terminated by the Buyer or any of its Affiliates, or (ii) if such Transferred Employee or independent contractor has not worked for the Buyer or any of its Affiliates during the immediately preceding 120 day period, or (b) placing public advertisements or conducting any other form of general solicitation that is not targeted at the Transferred Employees or such independent contractors, or (c) soliciting specifically identified Transferred Employees or independent contractors with the prior written agreement of the Buyer or any of its Affiliates.

(b) If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Section 6.24(a) is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 6.24 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 6.24 is reasonable and necessary to protect and preserve the Buyer's legitimate business interests and the value of the Station Assets and to prevent any unfair advantage conferred on the Sellers.

6.25 Tax Matters.

(a) For purposes of this Agreement (including Schedule 2.5(f)), all real property taxes, personal property taxes and similar ad valorem obligations levied with respect to the Station Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between the Sellers, on one hand, and Buyer, on the other, based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period after the Closing Date (the "Post-Closing Tax Period"). Sellers shall be liable for the proportionate amount of such taxes that is attributable to the Pre-Closing Tax Period to the extent not reflected as an Adjustment Liability on the Final Working Capital Statement, and Buyer shall be liable for the proportionate amount of such taxes that is attributable to the Post-Closing Tax Period to the extent not reflected as an Adjustment Asset on the Final Working Capital Statement.

(b) The respective Seller or Buyer, as the case may be, shall provide reimbursement for any Tax paid by one party all or a portion of which is the responsibility of the

other party in accordance with the terms of this Section 6.25. Within a reasonable time prior to the payment of any such Tax, the party paying such Tax shall give notice to the other party of the Tax payable and the portion which is the liability of each party, although failure to do so will not relieve the other party from its liability hereunder.

6.26 Transition Services. At the Closing, MG Operations and the Buyer shall execute and deliver a Transition Services Agreement in the form attached hereto as Exhibit A (the "Transition Services Agreement"). The Sellers, at their expense, shall use commercially reasonable efforts to prepare Station WIAT(TV) to operate Hubbing and Traffic (as defined in the Transition Services Agreement) at the local station level as of the Closing. To the extent that it is necessary for the Sellers to hire employees to assist in the operation of the Hubbing and Traffic at Station WIAT(TV), the Sellers shall consult with the Buyer regarding any applicable hiring decisions, and any such employees will be hired subject to a ninety (90) day probation period. In addition, the Sellers shall not hire any such employees for an annual salary that exceeds Thirty Five Thousand Dollars (\$35,000). To the extent that the Sellers determine, in their sole discretion, that the preparation of Station WIAT(TV) to operate Hubbing and Traffic at the local station level requires any capital expenditures, the Sellers shall bear such expenses, subject to the same terms and conditions as are set forth in Section 4.1 of the Transition Services Agreement as if they were set forth herein. Notwithstanding anything to the contrary, but subject to the Transition Services Agreement, completion of the preparation of Station WIAT(TV) to operate Hubbing and Traffic at the local station level as of the Closing is not a condition to the Buyer's obligation to consummate the transactions contemplated by this Agreement.

6.27 Trademark License. At the Closing, MG Communications and MG Holdings and the Buyer shall execute and deliver a Trademark License Agreement in the form attached hereto as Exhibit B (the "Trademark License Agreement").

## ARTICLE 7

### CLOSING CONDITIONS

7.1 Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the transactions at the Closing contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Buyer in writing to the extent permitted by applicable Law:

(a) All representations and warranties of the Sellers contained in this Agreement (disregarding any qualifications regarding materiality or Material Adverse Effect) shall be true and correct at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only) except for changes which are permitted or contemplated pursuant to this Agreement or specifically consented to by the Buyer in writing or except to the extent that the failure of the representations and warranties of the Sellers contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is



expressly made as of a specified date, as of such date only) has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) The Sellers 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 them at or prior to the Closing.

(c) Since the date of this Agreement, no event, circumstance or condition has occurred which has had or would be reasonably expected to have a Material Adverse Effect.

(d) There shall be in effect no Law or Governmental Order issued by a Governmental Authority of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated by this Agreement.

(e) The Sellers shall have delivered to the Buyer the following instruments, certificates and other documents:

(i) a bill of sale in form and substance mutually satisfactory to the parties hereto, duly executed by the Sellers, selling, transferring, assigning, conveying and delivering the Station Assets to the Buyer;

(ii) limited or special warranty deeds, in form and substance mutually satisfactory to the parties, duly executed by the applicable Seller, conveying the Owned Real Property to the Buyer;

(iii) an assignment and assumption agreement in form and substance mutually satisfactory to the parties hereto (the "Assignment and Assumption Agreement"), duly executed by the Sellers, providing for the assignment of the Station Contracts, the Real Property Leases and, as applicable, the Shared Contract Station Rights and Shared Contract Station Obligations to be assigned to the Buyer hereunder and the assumption by the Buyer of the Assumed Obligations;

(iv) an assignment of Trademarks, in form and substance mutually satisfactory to the parties, duly executed by the Sellers, assigning the registrations and applications for Trademarks (including all goodwill associated therewith) included in the Station Assets to the Buyer;

(v) Internet domain name transfers, in form and substance mutually satisfactory to the parties (the "Domain Name Transfers"), duly executed by the Sellers (to the extent necessary or required), assigning the Internet domain names included in the Station Assets to the Buyer;

(vi) endorsed vehicle titles conveying the vehicles included in the Station Assets to the Buyer;

(vii) any documents or instruments, in form and substance mutually satisfactory to the parties hereto, duly executed by EAT, necessary to effectuate the transfer to the Buyer of all of the right, title and interest of EAT in and to the Station Assets;



(viii) each Seller and the EAT Owner shall have delivered to Buyer a certification of non-foreign status, in form and substance reasonably satisfactory to Buyer, in accordance with Treasury Regulation Section 1.1445-2(b);

(ix) the Transition Services Agreement, duly executed by MG Operations;

(x) the Trademark License Agreement, duly executed by MG Communications and MG Holdings;

(xi) a good standing certificate for each Seller issued by the Secretary of State of Delaware and a good standing certificate for MG Operations issued by the Secretary of State of Birmingham and Iowa;

(xii) a certificate of a duly authorized officer of each Seller certifying, without personal liability, to the fulfillment of the conditions set forth in Sections 7.1(a) and 7.1(b) hereof;

(xiii) a certificate of the Secretary (or other officer) of each Seller certifying the resolutions of the board of directors of such Seller authorizing and approving the execution, delivery and performance of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated hereby, and certifying that such resolutions remain in full force and effect;

(xiv) copies of any Consents and Estoppel Certificates received prior to the Closing; and

(xv) any other instruments of conveyance, assignment and transfer that may be reasonably requested by the Buyer or the Buyer's counsel to convey, transfer and assign the Station Assets to the Buyer;

(f) The FCC shall have granted the FCC Consent, subject to Section 6.4(d).

(g) All Required Consents shall have been obtained and delivered to the Buyer.

(h) With respect to Station WIAT(TV), the DOJ Approval shall have been obtained.

**7.2 Conditions to Obligations of the Sellers.** The obligations of the Sellers to consummate the transactions at the Closing contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Sellers in writing to the extent permitted by applicable Law:

(a) All representations and warranties of the Buyer contained in this Agreement (disregarding any qualifications regarding materiality or material adverse effect) shall be true and correct at and as of the Closing with the same effect as though such representations

and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct in all respects as of such date only), except for changes which are permitted or contemplated pursuant to this Agreement or specifically consented to by the Sellers in writing or except to the extent that the failure of the representations and warranties of the Buyer contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only) does not prevent the Buyer from consummating the transactions contemplated by this Agreement and has not had and would not reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement.

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

(c) The Buyer shall have delivered to the Sellers the Purchase Price in cash pursuant to Section 2.4 hereof.

(d) There shall be in effect no Law or Governmental Order issued by a Governmental Authority of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated by this Agreement.

(e) The Buyer shall have delivered to the Sellers the following instruments, certificates and other documents:

(i) the Assignment and Assumption Agreement, duly executed by the Buyer;

(ii) the Domain Name Transfers, duly executed by the Buyer;

(iii) the Transition Services Agreement, duly executed by the Buyer;

(iv) the Trademark License Agreement, duly executed by the Buyer;

(v) a good standing certificate for the Buyer issued by the Secretary of State of the jurisdiction of formation of the Buyer;

(vi) a certificate of a duly authorized officer of the Buyer certifying, without personal liability, to the fulfillment of the conditions set forth in Sections 7.2(a) and 7.2(b) hereof;

(vii) A certificate of the Secretary (or other officer) of the Buyer certifying the resolutions of the board of directors or comparable governing body of the Buyer authorizing and approving the execution, delivery and performance of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated hereby, and certifying that such resolutions remain in full force and effect; and

(viii) any other instruments of conveyance, assignment, transfer and assumption that may be reasonably requested by the Sellers or the Sellers' counsel to convey, assign and transfer the Station Assets to the Buyer and to evidence the assumption by the Buyer of the Assumed Obligations.

- (f) The FCC shall have granted the FCC Consent, subject to Section 6.4(d).
- (g) All Required Consents shall have been obtained.
- (h) With respect to Station WIAT(TV), the DOJ Approval shall have been obtained.

## ARTICLE 8

### TERMINATION

8.1 Termination. This Agreement and the transactions contemplated hereby may be terminated and abandoned:

(a) by written agreement of the Sellers and the Buyer at any time prior to the Closing;

(b) by the Sellers, provided that the Sellers are not in default or breach in any material respect of their obligations under this Agreement, if the Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and any condition in Section 7.2 would not be satisfied by the date scheduled for Closing (as such date may be postponed pursuant to Section 3.1) as a result of such breach or default by the Buyer and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to the Buyer's obligation to pay the Purchase Price and to deliver the instruments, certificates and documents set forth in Section 7.2(e) at the Closing if all other conditions to the Closing have been satisfied;

(c) by the Buyer, provided that the Buyer is not in default or breach in any material respect of its obligations under this Agreement, if the Sellers breach their representations or warranties or default in the performance of their covenants contained in this Agreement and any closing condition in Section 7.1 would not be satisfied by the date scheduled for Closing (as such date may be postponed pursuant to Section 3.1) as a result of such breach or default by the Sellers and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to the Sellers' obligation to deliver the instruments, certificates and documents set forth in Section 7.1(e) at the Closing if all other conditions to the Closing have been satisfied;

(d) by either the Sellers, on the one hand, or the Buyer, on the other hand, if the Sellers are not in default or breach in any material respect of their obligations under this Agreement in the case of termination by the Sellers, or if the Buyer is not in default or breach in any material respect of its obligations under this Agreement in the case of a termination by the

Buyer, if the Closing has not occurred on or prior to 5:00 p.m. Richmond, Virginia time on the first anniversary of the date hereof, or, if such first anniversary is not a Business Day, on the next Business Day thereafter (the "Termination Date");

(e) by either the Sellers, on the one hand, or the Buyer, on the other hand, if neither the Buyer nor the Sellers have given notice to postpone the Closing pursuant to Section 3.1(b), if any Governmental Authority with jurisdiction over such matters shall have issued a final and non-appealable Governmental Order permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; provided, however, that neither the Sellers nor the Buyer may terminate this Agreement pursuant to this Section 8.1(e) (i) unless the party seeking to so terminate this Agreement has used all commercially reasonable efforts to oppose any such Governmental Order or to have such Governmental Order vacated or made inapplicable to the transactions contemplated by this Agreement, or (ii) if such Governmental Order resulted from such party's material breach of or default in its obligations under this Agreement;

(f) by the Sellers, at any time after receipt of definitive written notice from the DOJ that, with reference to the DOJ Agreement, it will not approve the transfer of the Station Assets relating to Station WIAT(TV) to the Buyer in any material respect as contemplated hereby; provided, however, that the Sellers may not terminate this Agreement pursuant to this Section 8.1(f) unless they have complied with their obligations under this Agreement with respect to obtaining the DOJ approval; or

(g) by the Buyer, at any time after receipt of definitive written notice from the DOJ that, with reference to the DOJ Agreement, it will not approve the transfer of the Station Assets relating to Station WIAT(TV) to the Buyer in any material respect as contemplated hereby; provided, however, that the Buyer may not terminate this Agreement pursuant to this Section 8.1(g) unless it has complied with its obligations under this Agreement with respect to obtaining the DOJ Approval.

8.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by such party or the other party under this Agreement or any other event that would lead to a condition to the Closing not being satisfied. The term "Cure Period" as used herein means a period commencing on the date the Buyer or the Sellers receive from the other written notice of breach or default hereunder and continuing until the earlier of (a) twenty (20) days thereafter and (b) ten (10) Business Days after the date scheduled for Closing (as such date may be postponed pursuant to Section 3.1); provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such 20 day period but can be cured before the date that is ten (10) Business Days after the date scheduled for Closing, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is ten (10) Business Days after the date scheduled for Closing.

### 8.3 Effect of Termination.

(a) In the event of termination of this Agreement by either or both of the Buyer and/or the Sellers pursuant to and in accordance with Section 8.1 hereof, prompt written

notice thereof shall forthwith be given to the other parties and this Agreement (other than Section 6.7 and Article 10) shall, subject to Sections 8.1 and 8.2, terminate, and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto, subject to (and without limiting) any of the rights of the parties specified herein in the event that a party is in default or breach in any material respect of its obligations under this Agreement. If this Agreement is terminated as provided herein:

(i) none of the Sellers, on the one hand, nor the Buyer, on the other hand, nor any of their respective shareholders, partners, members, directors, officers, employees, agents or Affiliates shall have any Liability to the other party or any of its or their shareholders, partners, members, directors, officers, employees, agents or Affiliates pursuant to this Agreement, except as provided in Section 8.3(b);

(ii) all filings, applications and other submissions relating to the transactions contemplated hereby as to which termination has occurred shall, to the extent practicable, be withdrawn from the Person to which or whom made;

(iii) the Buyer shall, at the Sellers' request, return any information received by the Buyer from the Sellers and will cause all confidential information obtained by the Buyer from the Sellers concerning the Sellers, their Affiliates, the Station Assets and the Business of the Stations to be treated as such; and

(iv) the Sellers shall, at the Buyer's request, return any information received by the Sellers from the Buyer and will cause all confidential information obtained by the Sellers from the Buyer concerning the Buyer and its Affiliates to be treated as such.

(b) (i) If this Agreement is terminated pursuant to and in accordance with Section 8.1(c), Section 8.1(d), Section 8.1(e), Section 8.1(f) or Section 8.1(g) (but, in the case of Sections 8.1(d), (e), (f) and (g), only if the failure of the Closing to occur is not the result of the Buyer's breach of or default in its obligations under this Agreement), then in such event, (A) the entire Escrow Fund shall be released to the Buyer, (B) the Sellers shall, upon the request of the Buyer, execute and deliver to the Escrow Agent, a joint written instruction to so deliver the Escrow Fund to the Buyer, and (C) the Buyer shall be entitled to pursue any remedies it has available at law or in equity.

(ii) If this Agreement is terminated pursuant to and in accordance with Section 8.1(b), Section 8.1(d), Section 8.1(e), Section 8.1(f) or Section 8.1(g) (if, in the case of Sections 8.1(d), (e), (f) and (g), the failure of the Closing to occur is the result of the Buyer's breach of or default in its obligations under this Agreement), then in such event, (A) the entire Escrow Fund shall be released to the Sellers as liquidated damages and as the sole and exclusive remedy of the Sellers as a consequence of the Buyer's breach or default (which aggregate amount the parties agree is a reasonable estimate of the damages that will be suffered by the Sellers as a result of the breach or default by the Buyer and does not constitute a penalty, the parties hereby acknowledging the inconvenience and nonfeasibility of otherwise obtaining an adequate remedy), and (B) the Buyer shall, upon the request of the Sellers, execute and deliver to the Escrow Agent, a joint written instruction to so deliver the Escrow Fund to the Sellers.

(iii) Notwithstanding Sections 8.3(b)(i) and (ii), if this Agreement is terminated pursuant to and in accordance with Section 8.1 after a Partial Closing for WIAT(TV), Birmingham but prior to a Partial Closing for KIMT(TV), Mason City, then in such event, if either party is in default or breach of its obligations under this Agreement, subject to Article 9 with respect to WIAT(TV), then the parties shall have the right to pursue all legal and equitable remedies for breach of contract or otherwise.

(c) Without limiting the generality of the foregoing, neither the Buyer, on the one hand, nor the Sellers, on the other hand, may rely on the failure of any condition precedent set forth in Article 7 to be satisfied as a ground for termination of this Agreement by such party if such failure was caused by such party's failure to act in good faith, breach of this Agreement or failure to perform its representations, warranties, covenants or other obligations in accordance with the terms hereof.

## ARTICLE 9

### SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties of the Sellers and the Buyer contained in this Agreement shall survive the execution and delivery of this Agreement until the date that is 18 months after the Closing Date, provided, however, that (i) the representations and warranties set forth in Sections 4.1 (Organization), 4.2 (Authority), 4.7 (Sufficiency of and Title to Station Assets, but solely with respect to title to the Station Assets), 4.21 (Brokers), 5.1 (Organization), 5.2 (Authority) and 5.9 (Brokers) shall survive indefinitely (collectively, the "Indefinite Representations"), (ii) the representations and warranties in Section 4.16 (Taxes) shall survive until ninety (90) days after the expiration of the applicable statute of limitations, and (iii) the representations and warranties in Section 4.17 (Environmental Matters) shall survive until the fifth (5th) anniversary of the Closing Date. The several covenants and agreements of the parties contained in this Agreement shall remain operative and in full force and shall survive until the performance by the applicable party hereto of such covenant and agreement. No claim may be made against any party hereto, and no party hereto shall have any Liability to any other party hereto, arising out of or resulting from a representation, warranty, covenant or agreement contained in this Agreement after the survival period specified above shall have expired, except that if a claim shall have been made by a party hereto against another party hereto prior to the expiration of the applicable survival period specified above, then, in each case, such survival period shall be extended as it relates to such claim until such claim becomes a Settled Claim.

#### 9.2 Indemnification by the Sellers.

(a) After the Closing, the Sellers hereby agree to jointly and severally indemnify and hold the Buyer and its Affiliates and their respective officers, directors, members, managers, agents, representatives, and employees, and each of the heirs, executors, successors, and assigns of any of the foregoing (collectively, the "Buyer Indemnified Parties") harmless from and against any and all Losses incurred by the Buyer Indemnified Parties arising out of or resulting from:

(i) any breach of any representation or warranty made by the Sellers in this Agreement or any other Transaction Document (other than the Transition Services Agreement and the Trademark License Agreement, which are governed by their own terms);

(ii) any failure by the Sellers to perform any covenant or agreement of the Sellers set forth in this Agreement or the transactions contemplated hereby (other than the Transition Services Agreement and the Trademark License Agreement, which are governed by their own terms);

(iii) any Retained Liabilities and Excluded Assets;

(iv) the assertion of any Action against any Buyer Indemnified Party by any Person or Governmental Authority based upon, arising out of or relating to the ownership or operation of either Station or the Station Assets prior to the Closing, other than in respect of Adjustment Liabilities or any matter for which the Buyer is responsible pursuant to Section 6.8;

(v) the presence, Release or threatened Release of any Hazardous Materials on or from any of the Owned Real Property or the Leased Real Property to the extent the Hazardous Materials were present at the time of the Closing and rendered the Stations in violation of any Environmental Laws at the time of the Closing;

(vi) the failure by the Sellers to comply with any applicable bulk sales laws (notwithstanding the waiver contained in Section 6.13) or fraudulent conveyance law;

(vii) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with any Seller (or any Person acting on their behalf) in connection with the transactions contemplated by this Agreement or any Transaction Document;

(viii) any liability under the WARN Act or any similar state or local Law that may result from an "Employment Loss," as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of the Sellers prior to the Closing; and

(ix) any Liens on the Station Assets at the time of the Closing that are not Permitted Liens.

(b) The Sellers' obligation to indemnify the Buyer Indemnified Parties pursuant to Section 9.2(a) shall be subject to all of the following limitations:

(i) No indemnification shall be required to be made by the Sellers, collectively, as the Indemnifying Party under Section 9.2(a)(i) until the aggregate amount of all Losses of the Buyer Indemnified Parties as Claimants under Section 9.2(a)(i) exceeds One Hundred Fifty Thousand Dollars (\$150,000), at which time indemnification shall be made by the Sellers as the Indemnifying Party under Section 9.2(a)(i) only for all Losses of the Buyer Indemnified Parties to the extent they exceed such amount. In no event shall the Sellers be obligated for indemnification under Section 9.2(a)(i) to the extent the aggregate amount of all Losses of the Buyer Indemnified Parties under Section 9.2(a)(i) exceeds ten percent (10%) of the Final Purchase Price (provided, however, that this preceding limitation shall not apply to



indemnification for breach of any Indefinite Representation or to any fraudulent misrepresentation), and in no event shall the Sellers be obligated for indemnification under Section 9.2(a) to the extent the aggregate amount of all Losses of the Buyer Indemnified Parties under Section 9.2(a) exceeds the Final Purchase Price.

(ii) Each Buyer Indemnified Party shall be entitled to indemnification only for those Losses arising with respect to any claim as to which such Buyer Indemnified Party has given the Sellers written notice within the appropriate time period set forth in Section 9.1 hereof for such claim; provided, however, that the obligation to provide indemnification pursuant to this Section 9.2 shall survive with respect to any such timely filed claim until resolution thereof.

(iii) All of the Buyer Indemnified Parties' Losses sought to be recovered under Section 9.2(a) hereof shall be net of any insurance proceeds actually received by the Buyer Indemnified Parties with respect to the events giving rise to such damages.

(iv) Notwithstanding anything herein to the contrary, except with respect to fraud, in no event shall any Buyer Indemnified Party be entitled to recover or make a claim for any amounts pursuant to Section 9.2 in respect of consequential, incidental, indirect, punitive or other similar damages incurred or alleged to have been incurred by such Buyer Indemnified Party, nor shall any such damages be used in calculating the amount of any Losses of the Buyer Indemnified Parties pursuant to Section 9.2; provided, however, that such damages shall be indemnifiable hereunder to the extent that a Buyer Indemnified Party is obligated to pay, and does so pay, any such damages arising from a claim incurred by, or made or filed against, a Buyer Indemnified Party by a third party.

(v) Following the Closing, except with respect to fraud, the sole and exclusive remedy for the Buyer Indemnified Parties for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of any representation or warranty in this Agreement or a covenant or agreement contained herein that, by its terms, was to have been performed or complied with prior to the Closing shall be a claim for indemnification pursuant to this Section 9.2.

(vi) Anything in this Agreement or any applicable Law to the contrary notwithstanding, it is understood and agreed by the Buyer Indemnified Parties that, other than with respect to the Sellers as expressly provided for in Section 9.2(a), no shareholder, partner, member, director, officer, employee, agent or Affiliate of the Sellers nor EAT shall have (A) any personal liability to the Buyer as a result of the breach of any representation, warranty, covenant or agreement of the Sellers contained herein or otherwise arising out of or in connection with the transactions contemplated hereby or the Business of the Stations or (B) any personal obligation to indemnify the Buyer for any of the Buyer's claims pursuant to Section 9.2(a), and the Buyer waives and releases, and shall have no recourse against any of, such parties described in this Section 9.2(b)(vi) (other than the Sellers) as a result of the breach of any representation, warranty, covenant or agreement of the Sellers contained herein or otherwise arising out of or in connection with the transactions contemplated hereby or the Business of the Stations; provided, however, that the Sellers shall be responsible for the performance by EAT of its obligation to

transfer all of its right, title and interest in and to the Station Assets held by it to the Buyer as provided in this Agreement.

(vii) For purposes of this Section 9.2, in the event that an indemnifiable item arises under both clause (a)(i) and under clause (a)(iii), the Buyer may pursue its claim under clause (a)(iii).

### 9.3 Indemnification by the Buyer.

(a) After the Closing, the Buyer hereby agrees to indemnify and hold the Sellers and their Affiliates and their respective officers, directors, members, managers, agents, representatives, and employees, and each of the heirs, executors, successors, and assigns of any of the foregoing (collectively, the "Seller Indemnified Parties") harmless from and against any and all Losses incurred by the Seller Indemnified Parties arising out of or resulting from:

(i) any breach of any representation or warranty made by the Buyer in this Agreement or any other Transaction Document (other than the Transition Services Agreement and the Trademark License Agreement, which are governed by their own terms);

(ii) any failure by the Buyer to perform any covenant or agreement of the Buyer set forth in this Agreement or required by the transactions contemplated hereby (other than the Transition Services Agreement and the Trademark License Agreement, which are governed by their own terms);

(iii) any Assumed Obligations and Station Assets; and

(iv) the Business of the Stations following the Closing.

(b) The Seller Indemnified Parties shall be entitled to indemnification only for those Losses arising with respect to any claim as to which the Seller Indemnified Parties have given the Buyer written notice within the appropriate time period set forth in Section 9.1 hereof for such claim; provided, however, that the obligation to provide indemnification under this Section 9.3 shall survive with respect to any such claim until resolution thereof.

(c) The Buyer's obligation to indemnify the Seller Indemnified Parties pursuant to Section 9.3(a) shall be subject to all of the following limitations:

(i) No indemnification shall be required to be made by the Buyer as the Indemnifying Party under Section 9.3(a)(i) until the aggregate amount of all Losses of the Seller Indemnified Parties as Claimants under Section 9.3(a)(i) exceeds One Hundred Fifty Thousand Dollars (\$150,000), at which time indemnification shall be made by the Buyer as the Indemnifying Party under Section 9.3(a)(i) only for all Losses of the Seller Indemnified Parties to the extent they exceed such amount. In no event shall the Buyer be obligated for indemnification under Section 9.3(a)(i) to the extent the aggregate amount of all Losses of the Seller Indemnified Parties under Section 9.3(a)(i) exceeds ten percent (10%) of the Final Purchase Price (provided, however, that this preceding limitation shall not apply to indemnification for breach of any Indefinite Representation or to any fraudulent misrepresentation), and in no event shall the Buyer be obligated for indemnification under

Section 9.3(a) to the extent the aggregate amount of all Losses of the Seller Indemnified Parties under Section 9.3(a) exceeds the Final Purchase Price.

(ii) The Seller Indemnified Parties shall be entitled to indemnification only for those Losses arising with respect to any claim as to which the Seller Indemnified Parties have given the Buyer written notice within the appropriate time period set forth in Section 9.1 hereof for such claim; provided, however, that the obligation to provide indemnification under this Section 9.3 shall survive with respect to any such claim until resolution thereof.

(iii) Notwithstanding anything herein to the contrary, except with respect to fraud, in no event shall the Seller Indemnified Parties be entitled to recover or make a claim for any amounts pursuant to Section 9.3 in respect of consequential, incidental, indirect, punitive or other similar damages incurred or alleged to have been incurred by the Seller Indemnified Parties, nor shall any such damages be used in calculating the amount of any Losses of the Seller Indemnified Parties pursuant to Section 9.3; provided, however, that such damages shall be indemnifiable hereunder to the extent that a Seller Indemnified Party is obligated to pay, and does so pay, any such damages arising from a claim incurred by, or made or filed against, a Seller Indemnified Party by a third party.

(iv) All of the Seller Indemnified Parties' Losses sought to be recovered under Section 9.3(a) hereof shall be net of any insurance proceeds actually received by the Seller Indemnified Parties with respect to the events giving rise to such damages.

(v) Following the Closing, except with respect to fraud, the sole and exclusive remedy for the Seller Indemnified Parties for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of any representation or warranty in this Agreement or a covenant or agreement contained herein that, by its terms, was to have been performed or complied with prior to the Closing shall be a claim for indemnification pursuant to this Section 9.3.

(vi) Anything in this Agreement or any applicable Law to the contrary notwithstanding, it is understood and agreed by the Seller Indemnified Parties that, other than with respect to the Buyer as expressly provided for in Section 9.3(a), no shareholder, partner, member, director, officer, employee, agent or Affiliate of the Buyer shall have (A) any personal liability to the Seller Indemnified Parties as a result of the breach of any representation, warranty, covenant or agreement of the Buyer contained herein or otherwise arising out of or in connection with the transactions contemplated hereby or (B) any personal obligation to indemnify the Seller Indemnified Parties for any of the Seller Indemnified Parties' claims pursuant to Section 9.3(a), and the Seller Indemnified Parties waive and release, and shall have no recourse against any of, such parties described in this Section 9.3(b)(v) (other than the Buyer) as a result of the breach of any representation, warranty, covenant or agreement of the Buyer contained herein or otherwise arising out of or in connection with the transactions contemplated hereby.

9.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim, the amount thereof, estimated in good faith, and the method of computation of such claim, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such indemnification claim shall have arisen; provided, however, that the failure to give prompt notice shall not jeopardize the right of any Claimant to indemnification except to the extent such failure shall have materially prejudiced the ability of the Indemnifying Party to defend such claim. If the claim relates to an Action filed by a third party against Claimant, such notice shall be given by Claimant within five (5) Business Days after written notice of such Action was given to Claimant.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of such thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall pay to the Claimant the recoverable amount of the claim within five (5) Business Days of such agreement to the validity and amount of the claim, subject to the terms hereof (including Sections 9.2(b) and 9.3(b)). If the Claimant and the Indemnifying Party do not agree within such thirty-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedies at law or equity, as applicable, subject to the limitations of Sections 9.2(b) and 9.3(b). Any claim for indemnification pursuant to this Article 9 with respect to which (i) the Claimant and the Indemnifying Party agree as to its validity and amount, or (ii) a final, non-appealable judgment, order or award of a court of competent jurisdiction deciding such claim has been rendered, as evidenced by a certified copy of such judgment, is referred to as a "Settled Claim."

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for reasonable out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, then the Claimant may defend through counsel of its own choosing. No party shall compromise or settle any third party claim, action or suit without the prior written consent of the other party; provided, however, if such compromise or settlement relates only to monetary amounts and provides for the full and unconditional release of the Claimant from all liability in connection with such claim, then the Indemnifying Party may settle such claim without the Claimant's consent as long as the Indemnifying Party is responsible for the recoverable amount of such claim and the settlement of such claim does not contain an admission of wrongdoing on the part of the Claimant.

## ARTICLE 10

### MISCELLANEOUS

10.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Except as may otherwise be set forth in this Agreement, (a) all governmental fees and charges applicable to any requests for consents and approvals by Governmental Authorities (including the FCC Consent) shall be shared equally by the Buyer, on the one hand, and the Sellers, on the other hand; and (b) all fees and charges levied by a Governmental Authority that are applicable to the consummation of the transactions contemplated by this Agreement shall be shared equally by the Buyer, on the one hand, and the Sellers, on the other hand; provided, however, that all sales, use, transfer, documentary and purchase taxes and fees, filing fees, and recordation fees shall be paid one-half by the Sellers and one-half by the Buyer. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. Sellers and Buyer shall cooperate and use reasonable efforts to obtain any available mitigation, reduction or exemption for any such Taxes, fees or governmental charges. The Sellers shall be responsible for all fees and other amounts payable to Stephens, Inc. in connection with this Agreement.

10.2 Notices. All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by facsimile or by registered or certified mail, postage prepaid, to the parties at the following addresses (or to the attention of such other person or such other address as any party may provide to the other parties by notice in accordance with this Section 10.2), and any such notice or other communication will be deemed to have been given and received on the day it is personally delivered or delivered by courier or overnight delivery service or sent by facsimile (receipt confirmed by telephone) or, if mailed, when actually received:

if to the Sellers, to:

c/o Media General, Inc.  
333 E. Franklin Street  
P.O. Box 85333  
Richmond, Virginia 23293  
Attention: John A. Schauss, Vice President-Finance and Chief  
Financial Officer  
Facsimile: (804) 649-6131

with copies to (which shall not constitute notice):

George L. Mahoney, Esq.  
Vice President, Secretary and General Counsel  
Media General, Inc.  
333 E. Franklin Street

Richmond, Virginia 23293  
Facsimile: (804) 649-6989

and

Dow Lohnes PLLC  
1200 New Hampshire Avenue, NW  
Suite 800  
Washington, DC 20036  
Attention: John T. Byrnes, Esq.  
Facsimile: (202) 776-2222

if to the Buyer, to:

HBK Investments L.P.  
300 Crescent, Suite 700  
Dallas, TX 75201  
Attention: LEGAL  
Facsimile: (214) 758-6107

with copies to (which shall not constitute notice):

Sidley Austin LLP  
1501 K Street, N.W.  
Washington, D.C. 20005  
Attention: John K. Hughes, Esq.  
Facsimile: (202) 736-8711

and

New Vision Television, LLC 3500 Lenox Road, Suite 640 Atlanta,  
Georgia 30326  
Attention: Jason Elkin  
Facsimile: (404) 995-4712

with copies to (which shall not constitute notice):

Lord, Bissell & Brook LLP  
1170 Peachtree Street, N.E., Suite 1900  
Atlanta, Georgia 30309  
Attention: Neil H. Dickson, Esq.  
Facsimile: (404) 872-5547

10.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Sellers or the Buyer without the prior written

consent of the other party; provided, however, (i) that the Sellers may, without the Buyer's consent, assign any or all of their rights and delegate any or all of their obligations hereunder to EAT or to a qualified intermediary, as defined in U.S. Treasury regulation section 1.1031(k)-1(g)(4) (a "Q.I."), provided any such assignment and delegation to EAT or a Q.I. shall not release the Sellers from any of their obligations hereunder and such assignment and delegation does not materially delay or hinder the consummation of the transactions contemplated hereby, the submission or approval of the FCC Application or the transfer or Consent process with respect to any of the Licenses or the receipt of any Required Consents or the DOJ Approval, and (ii) the Buyer may, without the Sellers' consent, assign any or all of its rights and delegate any or all of its obligations hereunder to any Affiliate or to any direct or indirect wholly owned subsidiary of the Buyer and/or collaterally assign its rights under this Agreement to any of Buyer's or its Affiliates' financing sources, provided in each case any such assignment and delegation shall not release the Buyer from any of its obligations hereunder and provided further that such assignment and delegation shall not materially delay or hinder the consummation of the transactions contemplated hereby, the submission or approval of the FCC Application or the transfer or Consent process with respect to any of the Licenses or the receipt of any Required Consents or the DOJ Approval. Any purported assignment or delegation in violation hereof shall be null and void.

10.4 Specific Performance. Each of the Sellers, on the one hand, and the Buyer, on the other hand, agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the other party, that the non-breaching party would suffer irreparable harm as a result of any such breach, and that, in addition to all other remedies available under this Agreement or at law or in equity, the non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach; provided, however, that Sellers shall not be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach by the Buyer if the Sellers are entitled to terminate this Agreement pursuant to Section 8.1 and obtain the entire Escrow Fund pursuant to Section 8.3(b)(ii).

10.5 Amendments and Waiver. This Agreement may not be modified or amended, except in a writing signed by the Sellers and the Buyer. The terms of this Agreement may be waived only by a written instrument signed by the party waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Except as otherwise provided in this Agreement, including Sections 9.2(b)(v) and 9.3(c)(v), the rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties hereto may otherwise have at law or in equity. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in a writing signed by or on behalf of the party granting consent.

10.6 Entire Agreement. This Agreement and the other Transaction Documents contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior



written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibits and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes.

10.7 Representations and Warranties Complete. The representations, warranties, covenants and agreements set forth in this Agreement and the other Transaction Documents constitute all the representations, warranties, covenants and agreements of the parties hereto, and the Sellers, on the one hand, and the Buyer, on the other hand, each acknowledge and agree that they have not relied upon, and the other party shall not be liable for, any express or implied, oral or written, information, promise, representation, warranty, covenant, agreement, statement, inducement, presentation or opinion of any nature whatsoever, whether by or on behalf of the parties hereto or otherwise, pertaining to the transactions contemplated herein, the Stations, the Business of the Stations, the Station Assets or any part of the foregoing, except as is expressly set forth in this Agreement or the other Transaction Documents.

10.8 Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to or shall confer upon any other Person, other than the Buyer Indemnified Parties and the Seller Indemnified Parties, any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

10.9 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to any conflict of laws rule or principle that might require the application of the laws of another jurisdiction other than Section 5-1401 of the General Obligations Law of the State of New York.

10.10 Jury Trial Waiver. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS CONTAINED IN THIS SECTION 10.10.

10.11 Neutral Construction. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to

have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision(s).

10.12 Severability. In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

10.13 Headings; Interpretation; Schedules and Exhibits. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. References to Sections or Articles, unless otherwise indicated, are references to Sections and Articles of this Agreement. The terms "include," "includes" and "including" are deemed to be followed by "without limitation" or "but not limited to" whether or not they are in fact followed by such words or words of like import. Words (including defined terms) in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "herewith" and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement unless otherwise specified.

10.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

MEDIA GENERAL OPERATIONS, INC.

By: John A. Schauss  
Name: John A. Schauss  
Title: Treasurer

MEDIA GENERAL COMMUNICATIONS, INC.

By: John A. Schauss  
Name: John A. Schauss  
Title: Treasurer

MEDIA GENERAL BROADCASTING OF SOUTH  
CAROLINA HOLDINGS, INC.

By: John A. Schauss  
Name: John A. Schauss  
Title: Treasurer

NEW VISION TELEVISION, LLC

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed as of the date first above written.

MEDIA GENERAL OPERATIONS, INC.

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


MEDIA GENERAL COMMUNICATIONS, INC.

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

MEDIA GENERAL BROADCASTING OF SOUTH  
CAROLINA HOLDINGS, INC.

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

NEW VISION TELEVISION, LLC

By:  \_\_\_\_\_  
Name: JASON ELKIN  
Title: CEO