

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

NRJ TV RL OPCO, LLC

and

NRJ TV RL LICENSE CO., LLC

“BUYER”

AND

RED LION BROADCASTING CO., INC.

and

RED LION TELEVISION, INC.

“SELLER”

Dated as of September ____, 2012

Table of Contents

Article I DEFINITIONS.....	1
Section 1.1. Definitions	1
Section 1.2. Construction	9
Article II PURCHASE AND SALE.....	9
Section 2.1. Purchase and Sale	9
Section 2.2. Payment on Closing	9
Section 2.3. Closing Date Deliveries	9
Section 2.4. Adjustments to Purchase Price	10
Section 2.5. Non-Assumption of Liabilities	10
Section 2.6. Taxes.....	11
Section 2.7. Risk of Loss.....	11
Section 2.8. Allocation of Purchase Price	11
Section 2.9. Access of Seller	11
Article III GOVERNMENTAL APPROVALS AND CONTROL OF STATION	11
Section 3.1. FCC Consent	11
Section 3.2. Control Prior to Closing.....	11
Section 3.3. Other Governmental Approvals.....	12
Article IV REPRESENTATIONS AND WARRANTIES OF SELLER	12
Section 4.1. Organization	12
Section 4.2. Authorization; Enforceability	12
Section 4.3. Absence of Conflicting Agreements.....	12
Section 4.4. Purchased Assets	13
Section 4.5. Title to Purchased Assets; Liens and Encumbrances.....	13
Section 4.6. Equipment.....	13
Section 4.7. The Contracts.....	14

Section 4.8.	Intangible Property	14
Section 4.9.	Real Property	15
Section 4.10.	The Tower Leases.....	16
Section 4.11.	Tax Returns and Bank Statements	17
Section 4.12.	No Changes	17
Section 4.13.	No Litigation; Labor Disputes; Compliance with Laws	18
Section 4.14.	Taxes.....	18
Section 4.15.	Governmental Authorizations.....	19
Section 4.16.	Compliance with Communications Laws	19
Section 4.17.	Insurance.....	20
Section 4.18.	MVPD Matters	20
Section 4.19.	Brokers	21
Section 4.20.	Powers of Attorney	21
Section 4.21.	Employees	21
Section 4.22.	Employee Benefit Plans.....	22
Section 4.23.	Environmental Compliance	22
Section 4.24.	Subsidiaries; Equity Ownership	23
Section 4.25.	Representation as of the Closing Date	23
Article V	REPRESENTATIONS AND WARRANTIES OF BUYER	23
Section 5.1.	Organization	23
Section 5.2.	Authorization; Enforceability	23
Section 5.3.	Absence of Conflicting Laws and Agreements	23
Section 5.4.	Brokers	24
Section 5.5.	FCC Qualification.....	24
Section 5.6.	Financing	24
Section 5.7.	Representations and Warranties.....	24
Article VI	CERTAIN MATTERS PENDING THE CLOSING.....	24

Section 6.1.	Access	24
Section 6.2.	Reports.....	25
Section 6.3.	Notice of Adverse Changes	26
Section 6.4.	Operations Pending Closing	26
Section 6.5.	Financial and FCC Reports.....	28
Section 6.6.	Consents	28
Section 6.7.	Cooperation	28
Section 6.8.	Tax Returns and Payments	28
Section 6.9.	Release of Liens.....	29
Section 6.10.	Intentionally Deleted	29
Section 6.11.	Public Announcement.....	29
Section 6.12.	Exclusivity	29
Section 6.13.	Efforts	29
Article VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER.....		29
Section 7.1.	Compliance with Agreement.....	30
Section 7.2.	Proceedings and Instruments Satisfactory	30
Section 7.3.	Representations and Warranties.....	30
Section 7.4.	Event of Loss	30
Section 7.5.	Deliveries at Closing	30
Section 7.6.	Other Documents.....	30
Section 7.7.	Possession; Instruments of Conveyance and Transfer.....	30
Section 7.8.	Required Approvals and Consent	30
Section 7.9.	Delivery of Reports	31
Section 7.10.	Absence of Investigations and Proceedings.....	31
Section 7.11.	Governmental Consents.....	31
Section 7.12.	FCC Licenses.....	31
Section 7.13.	Absence of Liens	31

Section 7.14.	Non-Foreign Affidavit.....	31
Article VIII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER		32
Section 8.1.	Compliance with Agreement.....	32
Section 8.2.	Proceedings and Instruments Satisfactory	32
Section 8.3.	Representations and Warranties.....	32
Section 8.4.	Deliveries at Closing	32
Section 8.5.	Other Documents	32
Section 8.6.	Absence of Investigations and Proceedings.....	32
Section 8.7.	Governmental Consents.....	32
Article IX INDEMNIFICATION.....		33
Section 9.1.	Indemnification by Seller and Norris.....	33
Section 9.2.	Indemnification by Buyer	33
Section 9.3.	Notification of Claims	34
Section 9.4.	Limitation on Liability.....	35
Section 9.5.	Survival of Representations, Warranties and Agreements.....	35
Section 9.6.	Remedies	36
Section 9.7.	Effect of Insurance.....	36
Section 9.8.	Adjustment for Tax Benefits and Tax Costs.....	36
Article X FURTHER AGREEMENTS		36
Section 10.1.	Event of Loss	36
Section 10.2.	Station Employees	37
Section 10.3.	Bulk Transfer	37
Section 10.4.	Norris Covenants	38
Section 10.5.	Jeffrey Plourde Employment Agreement.....	38
Article XI TERMINATION; MISCELLANEOUS.....		38
Section 11.1.	Termination	38
Section 11.2.	Rights on Termination; Waiver	39

Section 11.3.	Liquidated Damages	39
Section 11.4.	Further Assurances	40
Section 11.5.	Schedules	40
Section 11.6.	Entire Agreement; Amendment; and Waivers	40
Section 11.7.	Expenses	40
Section 11.8.	Benefit; Assignment	40
Section 11.9.	Confidentiality	40
Section 11.10.	Notices	41
Section 11.11.	Counterparts; Headings	42
Section 11.12.	Income Tax Position	42
Section 11.13.	Severability	42
Section 11.14.	No Reliance	43
Section 11.15.	Judicial Interpretation	43
Section 11.16.	Saturdays, Sundays and Legal Holidays	43
Section 11.17.	Consent to Jurisdiction	43
Section 11.18.	Governing Law	43

EXHIBITS

Assumption Agreement	Exhibit A
Bill of Sale and Assignment	Exhibit B
Buyer's Closing Certificate	Exhibit C
Buyer's Performance Certificate	Exhibit D
Assignment and Assumption of Contracts	Exhibit E
Escrow Agreement	Exhibit F
FCC Licenses Assignment	Exhibit G
Seller's Closing Certificate	Exhibit H
Seller's Performance Certificate	Exhibit I
Assignment and Assumption of Tower Leases	Exhibit J

SCHEDULES

1.1	Assumed Liabilities	4.14	Tax Exceptions
1.2	Contracts	4.15	Governmental Authorizations
1.3	Copyrights	4.16	FCC License Exceptions
1.4	Equipment	4.17	Insurance
1.5	FCC Licenses	4.18	MVPD Matters
1.6	Intentionally Deleted	4.20	Powers of Attorney
1.7	Intentionally Deleted	4.21	Employees
1.8	Permitted Liens	4.22	Employee Benefit Plans
1.9	Real Property	5.3	Conflicts
1.10	Retained Assets	5.4	Brokers
1.11	Tower Leases	5.5	FCC Qualification
1.12	Trademarks	7.8	Required Approvals and Consents
4.3	Conflicting Agreements of Seller		
4.5	Title Exceptions/Locations – Personal Property		
4.6	Equipment Exceptions		
4.7	Contract Exceptions		
4.8	Intangible Property Exceptions		
4.9	Real Property Exceptions		
4.10	Lease Exceptions		
4.12	Changes		
4.13	Litigation		

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of August, 2012, by and between RED LION BROADCASTING CO., INC., a Pennsylvania corporation (“**Broadcasting**”) and RED LION TELEVISION, INC., a Pennsylvania corporation (“**Television**”) and collectively with Broadcasting (“**Seller**”), and NRJ TV RL OPCO, LLC (“**RL OPCO**”) and NRJ TV RL LICENSE CO., LLC, a Delaware limited liability company (“**RL License Co.**” and, together with RL OpCo, “**Buyer**”) and Anna Plourde-Norris, a Pennsylvania resident (“**Norris**”), for purposes of Article IX and Section 10.4 only.

RECITALS:

A. Seller is engaged in the business of television broadcasting and presently owns the assets of and operates commercial television broadcast station, WGCB-TV, Digital Channel 30 licensed to Red Lion, Pennsylvania (the “**Station**”).

B. Norris is a shareholder of Seller and has authority to vote 100% of the outstanding stock of Seller.

C. Seller is willing to sell to Buyer and Buyer is willing to purchase from Seller, substantially all of the assets, business, properties and rights of Seller related to the operation of the Station on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. Except as specified otherwise, when used in this Agreement, the following terms have the meanings specified:

“**Accounts Payable**” means all accounts payable of Seller related to the Station immediately prior to the Closing as determined in accordance with GAAP;

“**Accounts Receivable**” means all accounts receivable of Seller related to the Station immediately prior to the Closing as determined in accordance with GAAP;

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of apparent liability, notice of violation, order of forfeiture, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity;

“**Agreement**” means this Purchase and Sale Agreement, together with the Schedules and the Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;

“Assumed Liabilities” means (a) the liabilities of Seller, if any, listed on Schedule 1.1; (b) the monetary obligations of Seller under the Contracts listed on Schedule 1.2, Contracts not required pursuant to Section 4.7(a) to be listed on Schedule 1.2, Contracts entered into after the date hereof and prior to the Closing Date in accordance with this Agreement, in each case arising from and accruing with respect to the operation of the Station after the Closing Date, except those Contracts, if any, included in the Retained Assets; and the monetary liabilities, obligations and claims resulting from the operation of the Station prior to the Closing Date to the extent such liabilities, obligations and claims are subject of a Purchase Price adjustment in favor of Buyer pursuant to Section 2.4(f) and (c) those non-monetary obligations of Seller not relating to a breach or default by Seller under any such Contract or Lease of the type referred to in clause (b) above;

“Assumption Agreement” means an instrument in the form of Exhibit “A” attached hereto by which the Assumed Liabilities shall be assumed by Buyer;

“Benefit Arrangements” means a benefit program or practice providing for bonuses, incentive compensation, vacation pay, severance pay, insurance, restricted stock, stock options, employee discounts, company cars, tuition reimbursement or any other perquisite or benefit (including, without limitation, any fringe benefit under Section 132 of the Code) to employees, officers or independent contractors that is not a Plan;

“Bill of Sale and Assignment” means an instrument in the form of Exhibit “B” attached hereto, by which Seller shall convey to Buyer title to the Customer Lists, the Equipment, the Intangible Property, the Miscellaneous Assets, and the Records;

“Buyer” has the meaning set forth in the Preamble to this Agreement;

“Buyer Indemnified Parties” has the meaning set forth in Section 9.1(a);

“Buyer’s Closing Certificate” means the certificate of Buyer in the form of Exhibit “C” attached hereto;

“Buyer’s Information” has the meaning set forth in Section 11.10(b);

“Buyer’s Performance Certificate” means the certificate of Buyer in the form of Exhibit “D” attached hereto;

“Cash” means all moneys of Seller relating to the Station, whether in the form of cash, cash equivalents, marketable securities, short term investments or deposits in bank or other financial institution accounts of any kind;

“Closing” means the conference to be held at 10:00 a.m., Atlanta, Georgia time on the Closing Date at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, or at such other time and place as the parties may mutually agree to in writing, at which time the transactions contemplated by this Agreement shall be consummated;

“Closing Date” means (a) the date designated by Buyer upon at least five (5) days’ prior written notice to Seller that is no later than ten (10) days after the last to occur of the date on which (i) FCC Consent is received, or (ii) the conditions set forth in Article VII and Article VIII have been satisfied or waived (other than those conditions which are to be satisfied at Closing), or (b) such other date as Buyer and Seller may agree upon in writing. The Closing shall be deemed effective as of 12:01 a.m. on the first day subsequent to the Closing Date;

“Code” means the Internal Revenue Code of 1986, as amended;

“Communications Laws” means the Communications Act of 1934, as amended, together with the rules, regulations and published policies of the FCC;

“Contract Assignment” means the Assignment and Assumption of Contracts, in the form of Exhibit “E” attached hereto, by which Seller shall assign the Contracts to Buyer and Buyer shall assume the then remaining rights and obligations of Seller under the Contracts;

“Contracts” means those agreements (other than those included in the Retained Assets and other than the Tower Leases) under which the business of the Station is conducted, whether written, oral or implied, including all contractual obligations incurred by Seller for the Program Rights, including without limitation those agreements listed on Schedule 1.2;

“Copyrights” means all copyrights and copyright applications related to the Station (if any), including without limitation those items described on Schedule 1.3;

“Customer Lists” means all lists, documents, written information and computer data and programs and other computer readable media used by or in Seller’s possession concerning past, present and potential purchasers of advertising or services from the Station;

“DBS” has the meaning set forth in Section 4.18;

“Deductible” has the meaning set forth in Section 9.4(a);

“DMA” has the meaning set forth in Section 4.18;

“Earnest Money” means the sum of Four Hundred Fifty Thousand Dollars (\$450,000), to be deposited by Buyer with the Escrow Agent concurrently with the execution hereof to be held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;

“Environmental Laws” means the rules and regulations of the FCC, the Environmental Protection Agency and any other federal, state or local Government Authorities pertaining to human exposure to RF radiation and all Laws, including statutes, regulations, ordinances, codes, and rules, as amended, relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Materials or toxic substances or harmful physical agents, health and human safety, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976,

the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Occupational Safety and Health Act of 1979, as Amended, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any Pennsylvania state department of natural resources or Pennsylvania environmental protection agency now or at any time hereafter in effect;

“Equipment” means all machinery, equipment, furniture, fixtures, furnishings, toolings, parts, blank films and tapes and other items of tangible personal property owned or leased by Seller that are used or useable in the operation of the Station, including without limitation to those items listed on Schedule 1.4;

“Escrow Agent” means SunTrust Bank, Atlanta, Georgia;

“Escrow Agreement” means the Escrow Agreement in the form of Exhibit “F” attached hereto between Escrow Agent, Buyer and Seller to be entered into contemporaneously with the execution of this Agreement;

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended;

“Event of Loss” means any loss, taking, condemnation, damage or destruction of or to any of the Purchased Assets or the Station;

“FCC” means the Federal Communications Commission;

“FCC Consent” means action by the FCC granting its consent to the assignment of the FCC Licenses from Seller to Buyer;

“FCC Licenses” means all licenses, permits and authorizations issued or granted by the FCC to Seller in connection with the operation of the Station and associated auxiliary and other facilities authorized by the FCC, as listed on Schedule 1.5;

“FCC Licenses Assignment” means the instrument in the form of Exhibit “G” attached hereto between Seller and RL License Co, by which Seller assigns the FCC Licenses to RL License Co.;

“Fundamental Reps” has the meaning set forth in Section 9.4(a);

“GAAP” means United States generally accepted accounting principles as consistently applied by Seller;

“Governmental Authority” means any federal, State of Pennsylvania, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision (including the FCC), or any court or tribunal of competent jurisdiction;

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;

“Hazardous Materials” means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including without limitation, substances defined as **“hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,”** or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. **“Hazardous Materials”** includes but is not limited to polychlorinated biphenyls (PCB’s) asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including, without limitation, crude oil or any fraction thereof);

“Indemnified Party” has the meaning set forth in Section 9.3;

“Indemnifying Party” has the meaning set forth in Section 9.3;

“Intangible Property” means: (a) the Copyrights; (b) the Trademarks; (c) the Trade Secrets; (d) all of the rights of the Seller in and to the call letters **“WGBC-TV”**; (e) all slogans, phrases or logos of the Station; (f) all domain names and websites associated with the Station; and (g) all goodwill associated therewith and with the Purchased Assets;

“Knowledge of Seller” or **“to the Seller’s Knowledge”** means the actual knowledge of Mrs. Anna Plourde-Norris and Fred Wise, or knowledge which either of such Persons should have possessed upon due inquiry;

“Lien” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any of the Purchased Assets or the Station, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement with respect to any of the Purchased Assets or the Station under the Uniform Commercial Code of the State of Pennsylvania;

“Market MVPD System” has the meaning set forth in Section 4.18;

“Miscellaneous Assets” means all tangible and intangible assets used or useable in the operation of the Station and not otherwise specifically referred to in this Agreement, including any warranties related to any of the Purchased Assets, excepting therefrom only the Retained Assets;

“MVPD” means multichannel video programming distributor;

“MVPD Act Requirements” has the meaning set forth in Section 4.18;

“Norris” has the meaning set forth in the Preamble to this Agreement;

“Permitted Liens” means the following Liens: (a) Liens existing on the Closing Date to remain on the Purchased Assets after the Closing as listed on Schedule 1.8; (b) Liens for taxes, assessments or other governmental charges or levies not yet due; (c) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business of Seller consistent with past practices for amounts

not yet due; (d) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business of Seller consistent with past practices in connection with worker's compensation, unemployment insurance or other types of social security; (e) with respect to interests in owned Real Property, minor defects of title, easements, rights-of-way, restrictions and other similar charges or encumbrances of record, not materially detracting from the value of such owned Real Property or interfering with the ordinary conduct of the Station, including the easements related to the tower guy-wires, copies of which have previously been delivered to Buyer; and (f) Liens created by or through Buyer or any of its affiliates;

"Person" means any natural person, general or limited partnership, corporation, limited liability company or other entity;

"Phase I Report" has the meaning set forth in Section 6.2(c);

"Plan" means any plan, program or arrangement, whether or not written, that is or was (a) an **"employee benefit plan"** as such term is defined in Section 3(3) of ERISA and (i) which was or is established or maintained by Seller; (ii) to which Seller contributed or was obligated to contribute or to fund or provide benefits; or (iii) which provides or promises benefits to any person who performs or who has performed services for Seller and because of those services is or has been (A) a participant therein or (B) entitled to benefits thereunder; (b) an **"employee pension benefit plan"** as such term is defined in Section 3(2) of ERISA, including, without limitation, any such plan that satisfies, or is intended by Seller to satisfy, the requirements for tax qualification described in Section 401 of the Code; (c) a **"multiemployer plan"** as such term is defined in Section 3(37) of ERISA; or (d) an **"employee welfare benefit plan"** as such term is defined in Section 3(1) of ERISA;

"Program Rights" means all rights of Seller presently existing or obtained prior to the Closing, in accordance with this Agreement, to broadcast television programs or shows as part of the Station's programming and for which Seller is or will be obligated to compensate the vendor of such Program Rights, including all film and program barter agreements;

"Purchase Price" means the sum of Nine Million Dollars (\$9,000,000) adjusted for the pro rations in Section 2.4;

"Purchased Assets" means all assets used or useable in the operation of the Station, other than the Retained Assets, including but not limited to (a) the Contracts; (b) the Customer Lists; (c) the Equipment; (d) the FCC Licenses; (e) the Intangible Property; (f) the Miscellaneous Assets; (g) the owned Real Property; (h) the Records; and (i) the Tower Leases;

"Real Property" means the owned real property owned in fee simple or leasehold by Seller more particularly described on Schedule 1.9, and all buildings, improvements and fixtures thereon, together with all of Seller's right, title and interest in any strips and gores, rights-of-way, easements, privileges and appurtenances pertaining thereto, including any right, title and interest of Seller in and to any street adjoining any portion of the Real Property;

“Records” means files and records, including schematics, technical information and engineering data, programming information, correspondence, books of account, employment records, customer files, purchase and sales records and correspondence, advertising records, files and literature, and FCC logs, files and records and other written materials of Seller relating to the Station other than those that are Retained Assets;

“Retained Assets” means (a) the Cash and Accounts Receivable; (b) any and all claims of Seller with respect to transactions prior to the Closing Date including, without limitation, claims for tax refunds and refunds of fees paid to the FCC, except to the extent such claims relate to Assumed Liabilities or the Purchased Assets; (c) all contracts of insurance entered into by Seller; (d) all rights and obligations under any agreements listed on Schedule 1.10; (e) those other assets, if any, described on Schedule 1.10; (f) all assets related to the Station Employee Benefit Plans (if any); and (g) books and records relating to the organization of Seller;

“Retained Liabilities” means all the obligations and liabilities of Seller whether now existing or previously or hereafter incurred other than the Assumed Liabilities, which Retained Liabilities shall include but not be limited to (a) the Accounts Payable; (b) all taxes that result from or have accrued in connection with the operation of the Station prior to the Closing Date; (c) monetary liabilities and obligations arising under Contracts and Leases transferred to Buyer in accordance with this Agreement to the extent such liabilities and obligations arise during or relate to or have accrued in connection with any period prior to the Closing except to the extent any such liabilities have been taken into account in adjusting the Purchase Price pursuant to Section 2.4 or such liabilities are included as Accounts Payable; (d) all monetary liabilities and obligations accruing with respect to the operation of the Station prior to the Closing except to the extent any such liabilities have been taken into account in adjusting the Purchase Price pursuant to Section 2.4 or such liabilities are included as Accounts Payable; (e) non-monetary liabilities and obligations arising under Contracts transferred to Buyer in accordance with this Agreement to the extent such liabilities and obligations relate to a breach or default under any such Contract prior to the Closing; and (f) all liabilities related to the Station Employee Benefit Plans (if any) and all liabilities and obligations of Seller under this Agreement and any other agreement entered into between Buyer and Seller in connection herewith;

“Sale” has the meaning set forth in Section 6.12;

“Schedules” means those schedules referenced to in this Agreement which have been bound in that separate volume executed by or on behalf of the parties, and delivered concurrently with the execution of this Agreement, which schedules and volume are hereby incorporated herein and made a part hereof;

“Seller” has the meaning set forth in the Preamble to this Agreement;

“Seller Indemnified Parties” has the meaning set forth in Section 9.2(a);

“Seller’s Closing Certificate” means the certificate of Seller in the form of Exhibit “H” attached hereto;

“Seller’s Information” has the meaning set forth in Section 11.9(a);

“Seller’s Performance Certificate” means the certificate of Seller in the form of Exhibit “I” attached hereto;

“SMATV” has the meaning set forth in Section 4.18;

“Station” has the meaning set forth in the Recitals;

“Station Employee” means an employee of the Station as of the Closing Date;

“Station Employee Benefit Plans” means any Plan or Benefit Arrangement in which any current, former or retired employee of the Seller participates;

“Tax Benefit” has the meaning set forth in Section 9.8;

“Tax Costs” has the meaning set forth in Section 9.8;

“Tax Returns” has the meaning set forth in Section 4.11(a);

“Title Commitment” has the meaning set forth in Section 6.2(a);

“Title Company” means First American Title Insurance Company or such other title insurance company acceptable to Buyer;

“Title Policy” has the meaning set forth in Section 6.2;

“Tower Lease Assignment” means the Assignment and Assumption of Tower Leases in the form of Exhibit “J”;

“Tower Leases” means those leases or licenses listed on Schedule 1.11 where Seller is the landlord or licensor and pursuant to which Seller leases or licenses space on the Station’s broadcast tower to third parties;

“Trade Secrets” means all proprietary information of Seller relating to the Station;

“Trademarks” means all of those names, trademarks, service marks, jingles, slogans, logos, trademark and service mark registrations and trademark and service mark applications owned, used, held for use, licensed by or leased by Seller relating to the Station including without limitation those set forth on Schedule 1.12;

“Tradeout Agreement” means any contract, agreement or commitment of Seller, oral or written, pursuant to which Seller has sold or traded commercial air time of the Station in consideration for any property or services in lieu of or in addition to Cash, excluding film and program barter agreements;

“Transferred Employee” means a Station Employee who becomes an employee of Buyer as contemplated by Section 10.2;

“Warranty Deed” means a warranty deed(s) in a form acceptable to the Title Company pursuant to which Seller shall convey to Buyer at the Closing the owned Real Property owned by Seller;

Section 1.2. Construction. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders. Except as specifically set forth herein, all Section and Article references are to Sections and Articles of this Agreement.

ARTICLE II PURCHASE AND SALE

Section 2.1. Purchase and Sale. At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase the Purchased Assets, including all of Seller’s legal and equitable interests therein. Notwithstanding any provision of this Agreement to the contrary, Seller shall not transfer, convey or assign to Buyer, but shall retain, all of its right, title and interest in and to the Retained Assets.

Section 2.2. Payment on Closing. At the Closing on the Closing Date:

(a) Upon confirmation of the delivery to Seller of the Purchase Price, Buyer and Seller shall cause the Escrow Agent to pay to Buyer by wire transfer in immediately available funds the Earnest Money, plus any interest accrued thereon.

(b) Buyer shall pay to Seller, by wire transfer in immediately available funds an amount equal to the Purchase Price; and

(c) Buyer shall assume the Assumed Liabilities pursuant to the Assumption Agreement.

Section 2.3. Closing Date Deliveries. At the Closing on the Closing Date:

(a) Seller shall deliver, or cause to be delivered to Buyer, properly executed and dated as of the Closing Date: (i) the Assumption Agreement; (ii) the Bill of Sale and Assignment; (iii) the Contract Assignment; (iv) the FCC Licenses Assignment; ; (v) Seller’s Closing Certificate; (vi) Seller’s Performance Certificate; (vii) the Tower Lease Assignment; (viii) the Warranty Deed; (ix) a certificate of existence or good standing from the Secretary of State of Pennsylvania; and (x) such other documents as provided in Article VII hereof or as Buyer shall reasonably request; and

(b) In addition to the payments or actions described in Section 2.2, Buyer shall deliver, or cause to be delivered to Seller, properly executed and dated as of the Closing Date: (i) the Assumption Agreement; (ii) the Bill of Sale and Assignment; (iii) Buyer’s Closing Certificate; (iv) Buyer’s Performance Certificate; (v) the Contract Assignment; (vi) the FCC Licenses Assignment; ; (vii) the Tower Lease Assignment; (viii) a certificate of existence or

good standing from the Secretary of State of Delaware; and (ix) such other documents as provided in Article VIII hereof or as Seller shall reasonably request.

Section 2.4. Adjustments to Purchase Price.

(a) All prepaid revenue, prepaid expenses, accrued income and accrued expenses of the Station as of the end of the Closing Date shall, except as otherwise expressly provided herein, be adjusted and allocated between Seller and Buyer to reflect the principle that all revenue, income and expenses arising from the operation of the Station or relating to the revenue, income and expenses arising from the operation of the Station or relating to the Purchased Assets from and after the Closing Date shall be for the account of Buyer and all revenue, income and expenses arising from the operation of the Station or relating to the Purchased Assets at any point prior to the Closing Date shall be for the account of Seller.

(b) Any and all rebates that, under any agreements in effect on the Closing Date, may be payable after such date to any advertiser or other user of the Station's facilities, based in part on business, advertising or services prior to the Closing Date, shall be borne by Seller and Buyer ratably in proportion to revenues received or volume of business done by each during the applicable period. Any and all agency commissions which are subject to adjustment after the Closing based on revenue, volume of business done or services rendered in part before the Closing Date and in part on or after the Closing Date shall be borne by Seller and Buyer ratably in proportion to the revenue, volume of business done or services rendered, as the case may be, by each during the applicable period.

(c) Buyer shall receive a credit against the Purchase Price to the extent any liabilities of the Station under Tradeout Agreements on the Closing Date exceed the value of any assets from Tradeout Agreements as of the date received; and Seller shall receive credit in the Adjustment List and against other credits of Buyer, to the extent any liabilities of the Station as set forth on the books of the Station in accordance with GAAP under Tradeout Agreements on the Closing Date are less than the value, as set forth on the books of the Station in accordance with GAAP, of any assets from Tradeout Agreements as of the date received.

(d) To the extent not inconsistent with the express provisions of this Agreement, the allocations made pursuant to this Section 2.4 shall be made in accordance with GAAP.

(e) Net settlement of the adjustments contemplated under this Section 2.4 shall be made at the Closing.

Section 2.5. Non-Assumption of Liabilities. Buyer does not and shall not assume or become obligated to pay any debt, obligation or liability of any kind or nature of Seller or the Station, whether or not incurred or accrued in connection with the operation of the Station, except the Assumed Liabilities or such other liabilities or charges as are specifically allocated to or accepted by Buyer in this Agreement.

Section 2.6. Taxes. All federal, state, local and other transfer, sales and use taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Purchased Assets as contemplated by this Agreement shall be paid by Seller.

Section 2.7. Risk of Loss. Subject to Section 10.1 hereof, the risk of all Events of Loss prior to the Closing shall be upon Seller and the risk of all Events of Loss at or subsequent to the Closing shall be upon Buyer.

Section 2.8. Allocation of Purchase Price. The Purchase Price will be allocated among each item or class of the Purchased Assets based upon an appraisal to be paid by Buyer to be conducted by BIA-Kelsey under the residual method of allocating assets, which allocation shall be incorporated in a schedule to be provided by Buyer and executed by the parties within one hundred twenty (120) days after the Closing. Buyer and Seller each agree to report such allocation to the Internal Revenue Service in the form required by Treasury Regulation 1.1060T.

Section 2.9. Access of Seller. After Closing, Seller and its authorized agents, officers and representatives, upon prior written request, shall have access to the appropriate records of Buyer as Seller deems necessary to assure compliance with this Article 2, and to permit Seller to comply with its tax reporting compliance requirements, provided that such examination and investigation shall be during the Station's normal business hours, shall not unreasonably interfere with the Station's operations and activities and shall not constitute Seller's exercising control over the Station under FCC rules, regulations or policies.

ARTICLE III GOVERNMENTAL APPROVALS AND CONTROL OF STATION

Section 3.1. FCC Consent. It is specifically understood and agreed by Buyer and Seller that the Closing shall be in all respects subject to, and conditioned upon, the receipt of prior FCC Consent. Buyer and Seller shall prepare and file with the FCC as soon as practicable but in no event later than ten (10) business days after the execution of this Agreement, all requisite applications and other necessary instruments and documents to request the FCC Consent. After the aforesaid applications, instruments and documents have been filed with the FCC, Buyer and Seller shall prosecute such applications with all reasonable diligence and take all steps reasonably necessary to obtain the requisite FCC Consent. No party hereto shall take any action that such party knows or should know would adversely affect obtaining the FCC Consent. Buyer and Seller shall each pay one-half (1/2) of all FCC filing or transfer fees relating to the transactions contemplated hereby irrespective of whether the transactions contemplated by this Agreement are consummated and irrespective of whether such fees are assessed before or after the Closing.

Section 3.2. Control Prior to Closing. Between the date hereof and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station. Such operation, including complete control and supervision of all programs, employees and policies, shall be the sole responsibility of Seller. Neither title nor right to possession of the Purchased Assets shall pass to Buyer until the Closing, but Buyer shall, however, be entitled to reasonable inspection of the Station and

the Purchased Assets (upon reasonable prior notice) during normal business hours with the purpose that an uninterrupted and efficient assignment of the assets and business of the Station may be accomplished. After the Closing, Seller shall have no right to control the Station, and Seller shall have no reversionary rights in the Station.

Section 3.3. Other Governmental Approvals. Promptly following the execution of this Agreement, Buyer and Seller shall proceed to prepare and file with the appropriate Governmental Authorities any other requests for approvals or waivers, if any, that are required from other Governmental Authorities in connection with the Closing, and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approvals or waivers and all proceedings necessary to secure such approvals and waivers. Buyer and Seller shall each pay one-half (1/2) of all fees required to be paid in connection with the approvals and waivers under this Section 3.3 which relate to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. This will be accomplished with respect to the application on FCC Form 314 for Consent to Assignment of License by the reimbursement to the party paying the entirety of the FCC filing fee for that application by the other party within five (5) business days thereafter.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 4.1. Organization. Each of Broadcasting and Television is a corporation duly incorporated, validly existing and in good standing under the law of the State of Pennsylvania and neither Broadcasting nor Television transacts business in any foreign jurisdiction such that qualifying to do business in any foreign jurisdiction would be necessary. Seller has the power and authority to own, lease, and operate the Purchased Assets and to conduct the business of the Station as it is now being conducted. Complete and correct copies of the certificates of incorporation and bylaws of Broadcasting and Television have been delivered to Buyer as in effect through the date hereof.

Section 4.2. Authorization; Enforceability. The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Seller and Norris are within the corporate power of each of Broadcasting and Television and the individual power of Norris and have been duly authorized by all necessary corporate action by each of Broadcasting and Television. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller and Norris, the valid and binding obligations of Seller and Norris, enforceable against Seller and Norris in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar Laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles, which may limit the right to obtain equitable remedies.

Section 4.3. Absence of Conflicting Agreements. Except as set forth on Schedule 4.3, neither the execution, delivery or performance of this Agreement in accordance with its terms

by Seller nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time or both, or otherwise:

(a) conflict with, result in a breach of, or constitute a default under, (i) the certificates of incorporation or bylaws of Seller, or (ii) any Law or Governmental Order applicable to Seller;

(b) result in the creation of any Lien upon any of the Purchased Assets, except for Permitted Liens;

(c) assuming that the required consents disclosed on Schedule 4.3 are obtained, conflict with, result in a termination, amendment or modification of, or cause any acceleration of any obligation of Seller under any material contract, agreement, arrangement, commitment or plan to which Seller is a party or by which Seller is bound and which relates to the ownership or operation of the Station or the Purchased Assets;

(d) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any Governmental Authority other than the FCC Consent.

Section 4.4. Purchased Assets. The Purchased Assets include all of the assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible, that are necessary for, or used in the conduct of the business of owning and operating the Station in the manner in which that business has been and is now conducted, with the exception of the Retained Assets. All inventories of supplies, tubes and spare parts necessary or appropriate for the operation of the Station are at levels substantially consistent with past operations of the Station, subject to monthly and seasonal variances. No motor vehicles are owned by Seller and used in the operation of the Station.

Section 4.5. Title to Purchased Assets; Liens and Encumbrances. Except as set forth on Schedule 4.5, Seller owns good and marketable title to all of the Purchased Assets (other than the owned Real Property as to which the provisions of Section 4.9 shall apply) free and clear of any and all Liens except for Permitted Liens.

Section 4.6. Equipment. Except as set forth on Schedule 4.6:

(a) each material item of Equipment that is in current use at the Station is in working condition and repair, ordinary wear and tear excepted, and is not in need of imminent repair, modification or replacement and those material items of Equipment constituting transmitting and studio equipment are operating in accordance with standards of good engineering practice in the television broadcasting industry;

(b) the Equipment includes all items of tangible personal property utilized in connection with owning and operating the Station other than tangible personal property which is a Retained Asset; and

(c) the list of Equipment on Schedule 1.4 is a true and correct list of all items of tangible personal property having a book value in excess of \$500 necessary for or used in the operation of the Station in the manner in which it has been and is now operated other than tangible personal property which is a Retained Asset.

Section 4.7. The Contracts. Except as set forth on Schedule 4.7:

(a) Schedule 1.2 lists all Contracts except for (i) agreements (other than Tradeout Agreements) for the sale of time on the Station that involve the purchase of less than \$10,000 in advertising time and require performance over a period of less than sixty (60) days and, (ii) other agreements which are cancelable by Seller or its assignee without breach or penalty on not more than thirty (30) days notice and which involve average annual payments or receipts by the Station of less than \$10,000 in the case of any single contract and \$50,000 in the aggregate;

(b) Seller has performed and, to Seller's Knowledge, is in compliance with each material term, covenant and condition of each of the Contracts required to be listed on Schedule 1.2, and no material default or any event which with the passing of time or giving of notice would constitute a default on the part of Seller, and to the Knowledge of Seller, any other party thereto exists under any of the Contracts;

(c) each of the Contracts listed on Schedule 1.2 is in full force and effect, unimpaired by any acts or omissions of Seller, and constitutes the legal and binding obligation of, and is legally enforceable against Seller, and to the Knowledge of Seller, against each other party thereto in accordance with its terms;

(d) Seller has furnished true and complete copies of all Contracts listed on Schedule 1.2, including all amendments, modifications and supplements thereto, and Schedule 1.2 contains summaries of all oral contracts;

(e) Schedule 1.2 sets forth an accurate and complete list of all Tradeout Agreements, and sets forth for each Tradeout Agreement the parties thereto, the value of broadcast time required to be provided on the Station from and after the date shown on such Schedule and the value of goods and services to be provided to the Station from and after such date; and

(f) except for those agreements that require consent to assignment listed on Schedule 4.3, the Contracts required to be listed on Schedule 1.2 are fully assignable to Buyer without the consent, approval or waiver of any other Person.

Section 4.8. Intangible Property. Except as set forth on Schedule 4.8:

(a) there are no Actions instituted, pending or, to the Knowledge of Seller, threatened by any third party pertaining to or challenging Seller's right to use any of the Intangible Property;

(b) To Seller's Knowledge, Seller is not infringing upon or otherwise acting adversely to any trademark, trade name, patent or copyright owned by a third party;

(c) there are no royalty agreements between Seller and any third party relating to any of the Intangible Property;

(d) Copyrights and Trademarks (if any) are listed on Schedule 1.3 and Schedule 1.11, respectively, all of which are transferable to Buyer by the sole act of Seller.

Section 4.9. Real Property. Except as disclosed on Schedule 4.9:

(a) Seller has good, marketable and insurable fee simple absolute interests in the Real Property, and such Real Property includes all real property necessary for or used or useable in the operation of the Station. Attached to Schedule 4.9 are all policies of title insurance currently existing in favor of Seller with respect to the Real Property. Except for Permitted Liens and the items set forth on Schedule 4.9, there are, to Seller's Knowledge, no Liens, restrictions or encumbrances to title to any portion of the owned Real Property. The Seller has not subjected the owned Real Property to any easements, rights, duties, obligations, covenants, conditions, restrictions, limitations or agreements not of record;

(b) Seller has not received notice of any pending condemnation or similar proceeding affecting the owned Real Property or any portion thereof, and to the Knowledge of Seller, no such action is presently contemplated or threatened;

(c) Seller has not received any written notice from any insurance company of any defects or inadequacies in the Real Property or any part thereof which would materially adversely affect the insurability of the Real Property or the premiums for the insurance thereof. Seller has not received any notice from any insurance company which has issued or refused to issue a policy with respect to any portion of the Real Property or by any board of fire underwriters (or other body exercising similar functions) requiring the performance of any repairs, alterations or other work with which compliance has not been made;

(d) there are no parties in possession of any portion of the owned Real Property other than Seller, whether as lessees, tenants at will, trespassers or otherwise;

(e) the owned Real Property and the present use thereof does not violate any zoning, building, land-use or other federal, state or municipal law, ordinance, regulation or restriction applicable to the owned Real Property. No portion of the owned Real Property is within any area determined to be flood prone under the Federal Flood Protection Act of 1973. The current use of the owned Real Property and all parts thereof as aforesaid does not, to Seller's Knowledge, violate any restrictive covenants affecting the owned Real Property. The sewage, waste water systems and HVAC equipment, incinerators or other burning devices on any owned Real Property do not violate any federal, state or municipal law, regulation or requirement including without limitation any Environmental Law;

(f) there is no Law now in existence, including, without limitation, any Environmental Law that would require any expenditure to modify or improve any of the owned Real Property in order to bring it into substantial compliance therewith;

(g) the Real Property has adequate direct access to and from completed, dedicated and accepted public roads or access to and from same through recorded private consents, and there is no pending or, to the Knowledge of Seller, threatened governmental proceeding that would impair or curtail such access;

(h) there are presently in existence water, sewer, gas and/or electrical lines or private systems on the Real Property that have been completed, installed and paid for and that are sufficient to service adequately the current operations of each building or other facility located on the Real Property;

(i) to Seller's Knowledge, there are no structural, electrical, mechanical, plumbing, air conditioning, heating or other defects in the buildings located on the owned Real Property and the roofs of the buildings located on the owned Real Property are free from leaks and in good condition; and

(j) there are to Seller's Knowledge no Laws or any Action by adjacent landowners, or natural or artificial conditions upon the owned Real Property, or any other fact or condition, which would have a material adverse effect upon the use of the owned Real Property for the operation of the Station as currently operated.

Section 4.10. The Tower Leases. Except as set forth on Schedule 4.10:

(a) Schedule 1.11 lists all of the Tower Leases;

(b) Seller has performed and, to Seller's Knowledge, is in compliance with each material term, covenant and condition of each of the Tower Leases and no material default or any event with the passing of time or giving of notice would constitute a default on the part of Seller and, to the Knowledge of Seller, any other party thereto exists under any of the Tower Leases;

(c) each of the Tower Leases listed on Schedule 1.11 is in full force and effect, unimpaired by any acts or omissions of Seller and constitutes the legal and binding obligations of and is legally enforceable against Seller and, to the Knowledge of Seller, against each other party thereto in accordance with its terms;

(d) except for those agreements that require consent to assignment listed on Schedule 4.3, the Tower Leases are fully assignable to Buyer without the consent, approval or waiver of any other Person; and

(e) except for the Tower Leases, Seller is not a party to any lease of real or personal property.

Section 4.11. Tax Returns and Bank Statements.

(a) Seller has provided Buyer with true and complete copies of the federal income tax returns (the “**Tax Returns**”) of Seller for the years ended December 31, 2010 and 2011. The Tax Returns have been prepared by Sellers’ accountant based upon the books and records of Seller which are true and correct in all material respects.

(b) Sellers have provided Buyer with true and correct copies of each month’s bank statement during the period January 2010 through May 2012.

(c) Other than a bank account used solely for payroll purposes, Seller maintains one bank account for the Station which is account number 0001-53141 at Fulton Bank, N.A. in East Petersburg, Pennsylvania.

Section 4.12. No Changes. Except as set forth on Schedule 4.12 or as otherwise contemplated by this Agreement, since December 31, 2011, there has not been any:

(a) contract, transaction or commitment by Seller with respect to the Station except in the ordinary course of business consistent with past practices conducted as of that date;

(b) default under any indebtedness of Seller, or any event which with the lapse of time or the giving of notice, or both, would constitute such a default;

(c) amendment or termination of any Contract or FCC License to which Seller is a party, except in the ordinary course of business;

(d) increase in compensation paid, payable or to become payable by Seller to any of its employees at the Station or any material change in personnel policies or increase in benefits, except in the ordinary course of business consistent with past practices;

(e) extraordinary losses (whether or not covered by insurance) or waiver by Seller of any extraordinary rights of value;

(f) commitment to or liability to any labor organization which represents, or proposes to represent, employees of the Station;

(g) lowering of the advertising rates of the Station in a manner not consistent with past practices or not reflective of current market conditions;

(h) written notice from any sponsor or any customer as to the sponsor’s or customer’s intention not to conduct business with the Station, the result of which loss or losses of business, individually or in the aggregate, would be in excess of \$10,000;

(i) to the actual Knowledge of Seller, change in MVPD carriage or channel position on which the Station is carried;

(j) unresolved dispute between the Station and any MVPD based on any statement by the MVPD that the Station may not be entitled to must carry rights either because the Station fails to meet the requisite signal strength for such status or the Station would be considered a distant signal under the cable compulsory copyright license, 17 U.S.C. § 111;

(k) write down of the value of any assets or write off as uncollectible any Accounts Receivable except in the ordinary course of business;

(l) change in the Station's method of accounting;

(m) sale, assignment, lease or other transfer or disposition of any of the Purchased Assets or properties of the Station except in the ordinary course of business or in connection with the acquisition of similar property or assets in the ordinary course of business; or

(n) agreement by Seller to do any of the foregoing.

Section 4.13. No Litigation; Labor Disputes; Compliance with Laws. Except as set forth on Schedule 4.13:

(a) except for FCC rulemaking proceedings generally affecting the television broadcasting industry, there is to Seller's Knowledge no Action before or by any Governmental Authority or any third party pending or, to the Knowledge of Seller, threatened, to which Seller is a party or otherwise relating to the Station or the Purchased Assets;

(b) to the Knowledge of Seller, there is no Action by any Governmental Authority pending or threatened, which is specifically concerned with the operations, business or affairs of Seller, the Station or the Purchased Assets;

(c) the Station is not subject to or bound by any labor agreement or collective bargaining agreement, there is no labor dispute, grievance, controversy, strike or request for union representation pending or, to the Knowledge of Seller, threatened against Seller relating to or affecting the business or operations of the Station and, to the Knowledge of Seller, there has been no occurrence of any events which would give rise to any such labor dispute, controversy, strike or request for representation; and

(d) Seller owns and operates, and has owned and operated, the Station and the Purchased Assets, and carries on and conducts, and, to Seller's Knowledge, has carried on and conducted, the business and affairs of the Station in material compliance with all Laws and all Governmental Orders or processes, including but not limited to FCC, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, National Labor Relations Board and Environmental Protection Agency. The Station complies in all material respects with all applicable Laws pertaining to equal employment opportunity, including, without limitation, those of the FCC.

Section 4.14. Taxes. Except as disclosed on Schedule 4.14:

(a) Seller has duly and timely filed all required federal, state and local tax returns, reports and estimates for all years and periods (and portions thereof) for which any such

returns, reports and estimates were due (or else Seller has timely sought an extension to file the same); and any and all amounts shown on such returns and reports to be due and payable have been paid in full except as may be contested in good faith or not yet determined. All of such returns, reports and estimates which have been filed, including the Tax Returns, are, to the Knowledge of Sellers, true and complete in all respects. Seller has withheld all tax required to be withheld under applicable law and regulations, and such withholdings have either been paid to the proper governmental agency or set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of Seller, as the case may be; and

(b) there are, and after the date of this Agreement there will be, no tax deficiencies (including penalties and interest) of any kind assessed against or relating to Seller or the Purchased Assets with respect to any taxable periods ending on or before, or including, the Closing Date of a character or nature that would result in Liens or claims on any of the Purchased Assets or on Buyer's title or use of the Purchased Assets or that would result in any claim against Buyer or the Purchased Assets.

Section 4.15. Governmental Authorizations. Seller holds, and on the Closing Date Seller will hold, all of the FCC Licenses, which, collectively, are all of the licenses, permits and authorizations required to operate the Station as a television broadcast station in substantially the same manner as it is being operated as of the date hereof. Schedule 1.5 includes a true and complete list of the FCC Licenses and all pending applications for FCC licenses, permits and authorizations applied for in connection with the operation of the Station and associated auxiliary and other facilities. The FCC Licenses are in full force and effect and have been validly issued and Seller is the authorized legal holder thereof. Except as set forth on Schedule 4.15, no qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations other than the FCC Licenses and those as set forth on Schedule 4.15 are required for Seller to own and operate the Station in the manner operated on the date hereof. As of the date hereof, no Action is pending or, to the Knowledge of Seller, threatened before the FCC or any other Governmental Authority to revoke, refuse to renew or modify such FCC Licenses or other authorizations of the Station. Except as set forth on Schedule 4.15, Seller has no reason to believe that any of the FCC Licenses would not be renewed in the normal course for a full term with no adverse conditions imposed by the FCC. . The Station was not silent or operating on less than the required minimum schedule for a period of more than thirty (30) days during the current license term.

Section 4.16. Compliance with Communications Laws. Except as set forth on set forth on Schedule 4.16, to Seller's Knowledge, the Station, its physical facilities, electrical and mechanical systems and transmitting and studio equipment are being and have been operated in all material respects in accordance with the specifications of the applicable FCC Licenses and with each document submitted in support of such FCC Licenses, and the Seller and the Station are in compliance in all material respects with all Communications Laws. Seller has complied in all material respects with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained where required. Except as set forth on Schedule 4.16, all obligations, reports and other filings required by the FCC with respect to the Station, including without limitation items required to

be placed in the Station's public inspection file have, in all material respects been duly and currently filed as of the date hereof, and are true and complete in all material respects and after the Closing Date, Seller shall furnish to Buyer all information required by the FCC to be kept in the Station's Public File relating to the operation of the Station prior to the Closing Date during the current license term. Except as set forth on Schedule 4.16, the Station has, to Seller's Knowledge, complied in all material respects with the Communications Laws concerning limits on the duration of advertising in children's programming, and, to Seller's Knowledge, Seller has fulfilled its obligations with respect to children's programming responsive to the educational and informational needs of children; and the recordkeeping obligations related thereto. Except as set forth on Schedule 4.16, to the Knowledge of Seller, there are no matters relating to Seller or the Station that might reasonably be expected to result in the denial or delay of the FCC Consent.

Section 4.17. Insurance. Schedule 4.17 is a correct list of all liability and casualty insurance and errors and omissions insurance policies insuring the business, properties and assets of the Station. All of such policies are in full force and effect and are for such coverage and in such amounts as is usual and customary for businesses similar to that of the Seller. Seller is not in default with respect to such insurance policies, nor has Seller failed to give any notice or present any claim under any policies in a due and timely fashion.

Section 4.18. MVPD Matters. The attached Schedule 4.18 sets forth (or has appended to it) the items described in clauses (a) through (h) below:

(a) a list of all U.S. cable television systems, wireless cable television systems, direct broadcast satellite ("DBS") systems and satellite master antenna ("SMATV") systems which carry the Station's signal and in what Designated Market Area ("DMA") each MVPD carries the Station's signal which constitute Market MVPD Systems servicing at least 90% of the MVPD subscribers in each such DMA;

(b) a list of all Market MVPD Systems to which the Station has provided a must-carry notice or retransmission consent notice in accordance with the provisions of the Cable Television Consumer Protection and Competition Act of 1992 and the Satellite Home Viewers Improvement Act of 1999, and the Satellite Home Viewer Extension and Reauthorization Act of 2004, all as amended, and FCC regulations implementing such statutes (collectively, the "MVPD Act Requirements"), and a list of all Market MVPD Systems to which the Station has not provided either a must-carry or retransmission consent notice;

(c) a list of all retransmission consent and/or copyright indemnification agreements, if any, entered into by Seller with respect to the Station;

(d) a list of all retransmission consent notices referred to in clause (b) above, if any, which were not delivered to the Market MVPD System in question on or before the date required under the MVPD Act Requirements for such notices to be effective for the three-year period ending on December 31, 2014 for cable, or the election cycle ending on December 31, 2014 for DBS or any upcoming election cycle;

(e) a list of all Market MVPD Systems, if any, which are carrying the Station's signal during the current election cycle and which have given notice of such Market MVPD System's intention to delete the Station from carriage or to change the Station's channel position on such MVPD system, other than pursuant to any agreement described in clause (c) above;

(f) a list of all notices, if any, received during the current election cycle, from any Market MVPD System alleging that the Station does not deliver an adequate signal level, as defined in 47 C.F.R. § 76.55(c)(3), to such Market MVPD System's principal headend or local receive facility (other than any such notice as to which such failure has been remedied or been determined not to exist), and all further correspondence with or from any such Market MVPD System relating to such notice;

(g) a list of all pending petitions, if any, for special relief to include any additional community or area as part of the Station's television market, as defined in 47 C.F.R. § 76.55(e), if any; and

(h) a list of all pending petitions, if any, for special relief requesting the deletion of any community or area from the Station's television market, if any

For purposes of this Section 4.18, "**Market MVPD System**" means any U.S. cable television system, wireless cable system, DBS operator or SMATV system operating within the Station's market, as defined in 47 C.F.R. §§ 76.55(e) and 76.66(e).

Seller has furnished to Buyer true and correct copies of all notices, agreements, correspondence, petitions and other items described in clauses (a) through (h) of this Section 4.18.

Section 4.19. Brokers. Neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Seller as broker, finder, investment banker, financial advisor or in any similar capacity, other than Patrick Communications, Inc., whose fees and expenses shall be paid and satisfied by Seller at the Closing.

Section 4.20. Powers of Attorney. Except as set forth on Schedule 4.20, there are no Persons holding a power of attorney on behalf of Seller that would enable such Persons to sell the Purchased Assets.

Section 4.21. Employees. Schedule 4.21 is a true and complete list of all of Seller's employees which list identifies the name and position of such employees, and the following compensation information for fiscal year 2012: (i) annual base salary; (ii) annual bonus; (iii) commissions, (iv) prerequisites; (v) severance; and (vi) all other items of compensation. Except as set forth on Schedule 4.21 hereto, there are no collective bargaining agreements, employment agreements, consulting agreements or independent contractor agreements to which Seller is a party relating to the Station which are not terminable at will. The consummation of the transactions contemplated under this Agreement will not cause Buyer to incur or suffer any liability relating to, or obligation to pay, severance, termination, or other

payments to any Person or entity. Schedule 4.21 includes all employees of Seller who are on unpaid leave pursuant to the Family and Medical Leave Act of 1993.

Section 4.22. Employee Benefit Plans. Except as set forth on Schedule 4.22, Seller has not at any time maintained or been a party to or made contributions to any Station Employee Benefit Plan. To the Knowledge of Seller, the Station Employee Benefit Plan has been operated in all material respects in accordance with ERISA.

Section 4.23. Environmental Compliance.

(a) To Seller's Knowledge, Seller has complied and is in material compliance with, and the Real Property and all improvements thereon are in material compliance with, all Environmental Laws.

(b) Seller is not a party to any Action and, to the Knowledge of Seller, nor is any Action threatened against it, that in either case (i) asserts or alleges that Seller violated any Environmental Laws, (ii) asserts or alleges that Seller is required to clean up, remove or take remedial or other response action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials at the owned Real Property, or (iii) asserts or alleges that Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action that arises out of or is related to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials by Seller at any of the Real Property;

(c) with respect to the period during which Seller owned or occupied the owned Real Property, and, to the Knowledge of Seller with respect to the time before Seller owned or occupied any of the owned Real Property, no person has caused or permitted Hazardous Materials to be stored, deposited, treated, recycled or disposed of on, under or at any owned Real Property owned, leased, used or occupied by Seller which Hazardous Materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws;

(d) there are not now, nor to the Knowledge of Seller have there previously been, tanks or other facilities on, under, or at the owned Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws;

(e) there are no conditions existing currently at the owned Real Property owned, leased, used or occupied by Seller that would subject Seller to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or that require or are likely to require cleanup, removal, remedial action or other response by Seller pursuant to Environmental Laws;

(f) Seller is not subject, as a result of its interest in the owned Real Property, to any judgment, order or citation related to or arising out of any Environmental Laws and has not been named or listed as a potentially responsible party by any Governmental Authority in a matter related to or arising out of any Environmental Laws; and

(g) the operation of the Station does not exceed the permissible levels of exposure to RF radiation specified in the FCC's current rules, regulations and policies concerning RF radiation.

Section 4.24. Subsidiaries; Equity Ownership. There is no corporation, general partnership, limited partnership, limited liability company, joint venture, association, trust or other entity or organization which Seller controls or in which Seller owns equity interest or any other interests. There are no outstanding contractual obligations of Seller to acquire any outstanding shares of capital stock or other ownership interests of any corporation, partnership or other entity. All of the issued and outstanding equity interests of each subsidiary is duly authorized and validly issued, fully paid and nonassessable, and there are no preemptive rights in respect thereof.

Section 4.25. Representation as of the Closing Date. Seller's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representations and warranties were made on and as of such date, except for representations and warranties as of a specified date, which need only be true as of such date or as otherwise provided in this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 5.1. Organization. Each of RL OpCo and RL License Co. is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and on the Closing Date each of RL OpCo and RL License Co. shall be duly qualified to do business as a foreign limited liability company in Pennsylvania, and Buyer has full limited liability company power to purchase the Purchased Assets pursuant to this Agreement.

Section 5.2. Authorization; Enforceability. The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby Buyer are within the limited liability company power of Buyer and have been duly authorized by all necessary limited liability company action by Buyer. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Buyer the valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability or right of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

Section 5.3. Absence of Conflicting Laws and Agreements. Except as set forth on Schedule 5.3, neither the execution, delivery or performance of this Agreement by Buyer nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time, or otherwise;

(a) conflict with, result in a breach of, or constitute a default under, (i) the certificates of formation or limited liability company agreements of Buyer, or (ii) any Law or Governmental Order applicable to Buyer;

(b) conflict with, result in a breach of, or constitute a default under, any material contract, agreement, commitment or plan to which Buyer is a party or by which Buyer or its assets is bound;

(c) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any Governmental Authority other than the FCC Consent; or

(d) require the consent of any Person under any material agreement, arrangement or commitment of any nature to which Buyer is a party or by which it is bound.

Section 5.4. Brokers. Neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Buyer as broker, finder, investment banker, financial advisor or in any similar capacity other than those Persons listed on Schedule 5.4, whose fees and expenses shall be the responsibility of Buyer.

Section 5.5. FCC Qualification. Except as set forth on Schedule 5.5 and except for proceedings of general applicability to the television industry, Buyer knows of no facts that would, under the Communications Laws, disqualify Buyer as an assignee of the Station's FCC Licenses or as an owner or operator of the Station.

Section 5.6. Financing. The Buyer will have at Closing adequate funds or financing to consummate the transactions contemplated by and to fulfill all Buyer obligations pursuant to this Agreement and to make any and all necessary FCC certifications with respect to financial qualifications.

Section 5.7. Representations and Warranties. Buyer's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representations and warranties were made on and as of such time, except for representations and warranties made as of a specified date, which need only be true as of such date or as otherwise provided in this Agreement.

ARTICLE VI CERTAIN MATTERS PENDING THE CLOSING

From and after the date of this Agreement and until the Closing (unless otherwise provided herein):

Section 6.1. Access. Buyer and its authorized agents, officers and representatives shall have reasonable access to the Station and the Purchased Assets to conduct such examination and investigation of the Station, the business of Seller and the Purchased Assets as it deems reasonably necessary, provided that such examinations shall be during the Station's normal

business hours, shall not unreasonably interfere with the Station's normal operations and activities and shall not be in violation of Section 3.2 concerning "**control**".

Section 6.2. Reports. Seller will cooperate with Buyer and Buyer agrees to order within ten (10) days of the date hereof the items set forth in Sections 6.2(a), 6.2(b), 6.2(c) and 6.2(d), so that as soon as practicable, but in no event later than fifty (50) days after the date hereof with respect to the items set forth in Section 6.2(a), 6.2(b), 6.2(c) and 6.2(e) and with respect to the item set forth in Section 6.2(d) within ten (10) days prior to the Closing, Buyer shall have obtained the following:

(a) with respect to the owned Real Property, preliminary reports on title covering a date subsequent to the date hereof, issued by the Title Company, which preliminary reports shall contain a commitment(s) (the "**Title Commitments**") of the Title Company to issue one or more (as appropriate) owner's title insurance policy on ALTA Owners Policy (the "**Title Policy**") insuring the fee simple interest of Seller in such parcels of owned Real Property. The Title Commitment shall be in the amount set forth on Schedule 6.1 and shall be subject only to Permitted Liens and Liens to be released at Closing. All standard exceptions are to be deleted from the Title Commitments and Title Policies;

(b) surveys (commissioned by Buyer and at Buyer's expense) of the owned Real Property as of a date subsequent to the date hereof which shall (i) be prepared by a registered land surveyor, (ii) be certified to the Title Company and to Buyer and (iii) show with respect to such owned Real Property: (A) the legal description of such parcel of owned Real Property (which shall be the same as the Title Policy pertaining thereto); (B) all buildings, structures and improvements thereon and all restrictions of record and other restrictions that have been established by an applicable zoning or building code or ordinance and all easements or rights of way; (C) no encroachments upon such parcel or adjoining parcels by buildings, structures or improvements; and (D) access to such parcel from a public street;

(c) a Phase I Report (commissioned by Buyer and at Buyer's expense) concerning the Station and the Purchased Assets from an environmental engineering firm acceptable to Buyer which shall confirm, in a manner reasonably satisfactory to Buyer, the non-existence of any Hazardous Materials on any of the owned Real Property and the accuracy of Seller's representations under Section 4.24;

(d) with regard to the Purchased Assets other than the owned Real Property, reports (the "**Lien Search Reports**") in form and substance satisfactory to Buyer, commissioned by Buyer and at Buyer's expense, to the effect that (i) none of the Purchased Assets is subject to any Lien, except Permitted Liens; and (ii) there are no then effective financing statements pertaining to any of the Purchased Assets except for financing statements that will be terminated and released at or before the Closing;

(e) engineering and inspection reports (the "**Inspection Reports**") at Buyer's expense pertaining to the Station and the Purchased Assets which confirm, except as set forth on Schedule 4.6 or Schedule 4.9: (i) that each material item of Equipment is in working condition and repair, ordinary wear and tear excepted, and is not in need of imminent repair or replacement, and that those items of Equipment constituting transmitting and studio

equipment are operating in accordance with standards of good engineering practice in the television or radio broadcasting industry, (ii) the presence of no structural, electrical, mechanical, plumbing, air conditioning, heating or other defects with respect to the buildings on the owned Real Property or the transmitter towers, and (iii) the accuracy of Seller's representations under Section 4.6 and Section 4.9 hereof; and

- (f) the expenses incurred related to the foregoing shall be paid by Buyer.

Section 6.3. Notice of Adverse Changes. Pending the Closing, Seller shall give Buyer prompt written notice of the occurrence of any of the following:

- (a) an Event of Loss involving more than \$50,000;
- (b) the commencement of any Action before the FCC or any other Governmental Authority which involves any of the FCC Licenses or which could reasonably be expected to have a material adverse effect on the Station or the Purchased Assets, other than proceedings or litigation of general applicability to the television broadcasting industry;
- (c) any material labor grievance, controversy, strike request for union representation, or dispute affecting the business or operations of the Station;
- (d) any violation by Seller or the Station, or written notice of any alleged violation, of any Law;
- (e) any notice of breach, default, claimed default or termination of any Contract other than pursuant to its terms;
- (f) the cessation of broadcasting by the Station of its authorized power for more than forty-eight (48) consecutive hours; or
- (g) any other material adverse development with respect to the business, assets or operations of the Station.

Section 6.4. Operations Pending Closing. Subject to the provisions of Section 3.2 regarding control of the Station, after the date hereof and prior to the Closing, Seller shall:

- (a) operate the Station in the ordinary course of business in accordance with past practices;
- (b) operate the Station in accordance with the FCC Licenses and the Communications Laws;
- (c) maintain the Equipment in working order, ordinary wear and tear and usage excepted, and replace any of the Equipment which shall be worn out, broken, lost, stolen or destroyed, which Equipment would have been replaced in the ordinary course of business in accordance with past practices;

(d) not sell, lease, mortgage, pledge or otherwise dispose of any of the Purchased Assets except for transactions in the ordinary and regular course of the operation of the Station;

(e) not increase or otherwise change the rate or nature of the compensation (including wages, salaries and bonuses) which is paid or payable to any Person, except pursuant to existing compensation and fringe benefit plans, practices and arrangements which have been disclosed to Buyer, and not enter into, renew or allow the renewal of, any employment or consulting agreement or other contract or arrangement with respect to the performance of personal services;

(f) except with Buyer's prior written consent, not enter into, or become obligated under, (i) any agreement or commitment on behalf of the Station including any Program Rights agreement except in the ordinary and regular course of the operation of its business, (ii) those other agreements or commitments otherwise permitted under this Section 6.4, or change, amend, terminate or otherwise modify any Contract, Lease, material agreement or material commitment in any material respects except for those which terminate or expire by their own terms and which are not renewed or replaced in the ordinary and regular course of business;

(g) keep Buyer apprised of material developments in negotiations for Program Rights agreements and promptly provide Buyer with copies of all Program Rights agreements entered into by Seller;

(h) maintain in full force and effect policies of liability and casualty insurance of substantially the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Station;

(i) not enter into any Tradeout Agreements relating to the Station which create obligations or liabilities of Seller extending to or beyond the Closing Date without the prior written consent of Buyer;

(j) proceed with all reasonable diligence to satisfy its obligations pursuant to Tradeout Agreements in the ordinary course of business of the Station;

(k) utilize the Program Rights of the Station only in the ordinary course of business and not sell or otherwise dispose of any such Program Rights; and make all payments on Program Rights and agreements on a current basis;

(l) use its commercially reasonable efforts to take commercially reasonable action to protect the present service areas of the Station from increased electrical interference from other stations, existing or proposed, and to exercise commercially reasonable efforts to maintain carriage, if any, of the Station's signals on all Market MVPD Systems;

(m) not adopt, or commit to adopt, any Plan Benefit Arrangement or other pension, profit sharing, deferred compensation or similar plan, program or trust on behalf of personnel

of the Station, other than the Station Employee Benefit Plans or any other such plan, program or trust currently maintained by Seller or modify the existing Station Employee Benefit Plans;

(n) promptly notify Buyer of any attempt or actual collective bargaining organizing activity with respect to any employees of the Station; and not enter into any collective bargaining agreement applicable to any employees of the Station;

(o) follow Seller's usual and customary policy with respect to extending credit for sales of broadcast time on the Station;

(p) use its commercially reasonable efforts to promote and advertise the Station and make expenditures therefore consistent with past practices;

(q) promptly provide Buyer with copies of all correspondence with Market MVPD Systems concerning must carry status, retransmission consent if any, and other matters arising under the MVPD Act Requirements, and keep Buyer advised of the status of material developments in all negotiations with MVPDs concerning such matters; and

(r) not take or agree to take any action inconsistent with consummation of the Closing as contemplated by this Agreement.

Section 6.5. Financial and FCC Reports. Within thirty (30) days after the end of each month ending after the date hereof until the Closing Date, Seller will furnish Buyer with a copy of Seller's QuickBooks printout and billing total sheets for the Station and a copy of the bank statements for the Station for each month after May 2012 and will furnish to Buyer within ten (10) days after filing all reports filed with the FCC with respect to the Station after the date hereof. In addition, Seller will furnish Buyer with copies of management reports, if any, concerning the operation of the Station within ten (10) days after such reports are prepared.

Section 6.6. Consents. Seller will use its commercially reasonable efforts to obtain all consents and approvals required from third Persons, whose consent or approval is required pursuant to any Contract or Lease, prior to the Closing Date.

Section 6.7. Cooperation. Buyer and Seller will cooperate in all respects in connection with: (a) securing any nongovernmental approvals, consents and waivers of third parties listed in Schedule 4.3; and (b) giving notices to any Governmental Authority, or securing the permission, approval, determination, consent or waiver of any Governmental Authority, required by Law in connection with the transfer of the Purchased Assets from Seller to Buyer.

Section 6.8. Tax Returns and Payments.

(a) All tax returns, estimates and reports required to be filed by Seller prior to the Closing Date or relating to periods prior to the Closing Date will be timely filed when due with the appropriate governmental agencies or extensions will have been timely applied for; and

(b) all taxes pertaining to ownership of the Purchased Assets or operation of the Station prior to the Closing Date will be paid when due and payable unless protested in good faith.

Section 6.9. Release of Liens. Except for the Permitted Liens disclosed on Schedule 1.8, at or prior to the Closing Seller shall obtain the release of all Liens disclosed in the Schedules hereto and any other Liens on the Purchased Assets and shall duly file releases or terminations of all such Liens in each governmental agency or office in which any such Lien or evidence thereof shall have been previously filed and Seller shall transfer and convey, or cause to be transferred and conveyed, to Buyer at Closing good and marketable title to all of the Purchased Assets free and clear of all Liens, except for Permitted Liens.

Section 6.10. Intentionally Deleted.

Section 6.11. Public Announcement. Seller shall publish and broadcast a public notice concerning the filing of the application for assignment of the FCC Licenses in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, no party hereto shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without prior approval of the other parties hereto which shall not be unreasonably withheld except as and to the extent that such party shall be obligated by Law, rule or regulation, in which case the other party shall be so advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

Section 6.12. Exclusivity. Seller agrees and covenants that until Closing or this Agreement expires or is terminated, neither Seller nor any of their representatives, will discuss, negotiate or offer (or solicit offers) regarding a sale, transfer or other disposition of the Station or any merger, combination, restructuring, refinancing or similar transaction involving Seller (a "Sale") with another party or provide any information to any other party regarding the Station or Seller in that connection. Seller represents that Seller is not a party to, or bound by any agreement with respect to a Sale. Seller will disclose to Buyer the existence or occurrence of any proposal or contract whether written or oral which it may receive during the term of this Agreement in respect of any such competing transaction.

Section 6.13. Efforts. Without limiting the specific obligations of any party hereto under any agreement or covenant hereunder, each party hereto shall use commercially reasonable efforts to take all action and do all things necessary in order to consummate the transactions contemplated by this Agreement, including, without limitation, satisfaction, but not waiver, of the closing conditions set forth in Article VII and Article VIII.

ARTICLE VII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

Section 7.1. Compliance with Agreement. Seller shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

Section 7.2. Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, to be taken by Seller in connection with the performance of this Agreement, and all documents incident thereto, shall be complete to the reasonable satisfaction of Buyer and Buyer's counsel and Seller shall have made available to Buyer for examination the originals or true and correct copies of all documents which Buyer may reasonably request sufficiently in advance, in connection with the transactions contemplated by this Agreement.

Section 7.3. Representations and Warranties. The representations and warranties made by Seller in this Agreement which are qualified in any respect as to materiality shall be true and correct as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement; all other representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted by this Agreement.

Section 7.4. Event of Loss. Between the date of this Agreement and the Closing, neither the Station nor the Purchased Assets shall have sustained an Event of Loss which individually or in the aggregate would cost in excess of \$100,000 to repair and such repair shall not have been completed on or prior to the Closing Date to Buyer's reasonable satisfaction; provided, however, Seller may elect to extend the Closing Date for a reasonable period not to exceed sixty (60) days necessary to complete such repairs, and provided, further if Buyer waives this condition, the provisions of Section 10.1 shall be applicable.

Section 7.5. Deliveries at Closing. Seller shall have delivered or caused to be delivered to Buyer the documents, each properly executed and dated as of the Closing Date as required pursuant to this Agreement.

Section 7.6. Other Documents. Seller shall have delivered to Buyer such documents and certificates of officers of Seller and the Secretary of State of Pennsylvania as shall be reasonably requested by Buyer's counsel to establish the existence and good standing of Seller and the due authorization of this Agreement and the transactions contemplated hereby by Seller, including board of directors and members resolutions of Seller.

Section 7.7. Possession; Instruments of Conveyance and Transfer. Seller shall deliver to Buyer at the Closing such other documents as shall be necessary effective to vest in Buyer good and marketable title to the Purchased Assets as contemplated by this Agreement.

Section 7.8. Required Approvals and Consent. There shall have been secured such permissions, approvals, determinations, consents and waivers as listed on Schedule 7.8, including, but not limited to, the consent of MeTV National Limited Partnership to the assignment to Buyer of the MeTV Station Affiliation Binding Term Sheet dated April 12, 2012.

Section 7.9. Delivery of Reports. Buyer shall have obtained the Title Policies, Surveys, Phase I Reports, Lien Search Reports and Inspection Reports as provided in Section 6.2 and such reports shall have met the requirements described in Section 6.2.

Section 7.10. Absence of Investigations and Proceedings. There shall be no Governmental Order and no Action before or by any Governmental Authority pending to which Seller is a party or to which the Station or the Purchased Assets are subject, including any with respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of Buyer to operate the Station or to use or acquire the Purchased Assets in the same manner as operated and used by Seller. Without limiting the generality of the foregoing, no Action or formal investigation by any Person or Governmental Authority shall be pending with the object of challenging or preventing the Closing and no other proceedings shall be pending with such object or to collect damages from Buyer on account thereof and for which Buyer is not indemnified hereunder. No Action shall be pending before the FCC or any Governmental Authority to revoke, modify in any material respect or refuse to renew any of the FCC Licenses. No Action shall be pending before any court or Governmental Authority in which it is sought to restrain or prohibit, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

Section 7.11. Governmental Consents. The FCC Consent (i) shall have been issued, (ii) shall, at Closing, be in full force and effect, and (iii) shall contain no provision materially adverse to Buyer. All other authorizations, consents and approvals of any and all Governmental Authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

Section 7.12. FCC Licenses. Seller shall be the holder of the FCC Licenses and there shall not have been any modification of any of such FCC Licenses which would have an adverse effect on the Station or the conduct of its business operations. The Station shall be operating in material compliance with all Communications Laws and no proceeding shall be pending or, to the Knowledge of Seller, threatened, the effect of which would be to revoke, cancel, fail to renew, suspend or modify any of the FCC Licenses.

Section 7.13. Absence of Liens. On the Closing Date and simultaneously with the Closing, there shall not be any Liens on the Purchased Assets except for Permitted Liens.

Section 7.14. Non-Foreign Affidavit. Seller shall have furnished to Buyer an affidavit of Seller, in form reasonably satisfactory to Buyer, stating under penalty of perjury Seller's United States taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445(b)(2) of the Code.

If any of the conditions set forth in this Article VII have not been satisfied prior to or at Closing, Buyer may in its sole discretion nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE VIII CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

Section 8.1. Compliance with Agreement. Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

Section 8.2. Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, to be taken by Buyer in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be complete to the reasonable satisfaction of Seller and Seller's counsel, and Buyer shall have made available to Seller for examination the originals or true and correct copies of all documents which Seller may reasonably request sufficiently in advance, in connection with the transactions contemplated by this Agreement.

Section 8.3. Representations and Warranties. The representations and warranties made by Buyer in this Agreement which are qualified in any respect as to materiality shall be true and correct as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement; all other representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects of the Closing Date, except for changes permitted by this Agreement.

Section 8.4. Deliveries at Closing. Buyer shall have delivered, or caused to be delivered, to Seller the documents, each properly executed and dated as of the Closing Date, required pursuant to this Agreement. Buyer shall also have made the payments described in Section 2.2.

Section 8.5. Other Documents. Buyer shall have delivered, or caused to be delivered, to Seller such documents and certificates of officers of Buyer and of the Secretary of State of Delaware as shall be reasonably requested by Seller's counsel to establish the existence and good standing of Buyer and the due authorization of this Agreement and the transactions contemplated hereby by Buyer, including board of director resolutions of Buyer.

Section 8.6. Absence of Investigations and Proceedings. No Action by any Person or Governmental Authority shall be pending with the object of challenging or preventing the Closing and no other proceedings shall be pending with such object or to collect damages from Seller on account thereof.

Section 8.7. Governmental Consents. The FCC Consent shall have been issued, and shall, at Closing, be in full force and effect. All other material authorizations, consents or approvals of any and all Governmental Authorities necessary in connection with the consummation of

the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

If any of the conditions set forth in this Article VIII have not been satisfied prior to or at Closing, Seller may nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE IX INDEMNIFICATION

Section 9.1. Indemnification by Seller and Norris. Seller and Norris, jointly and severally, shall indemnify, exculpate and hold harmless Buyer, Buyer's employees, officers, directors and stockholders (collectively, "**Buyer Indemnified Parties**") from and against, and agrees promptly to defend Buyer from and reimburse Buyer Indemnified Parties for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorney fees and other legal costs and expenses) ("**Claims**") which Buyer Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(a) any breach or inaccuracy of any of the representations and warranties made by Seller in or pursuant to this Agreement, or in any instrument, certificate or affidavit delivered by Seller at the Closing in accordance with the provisions of any Section hereof;

(b) any failure by Seller to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the documents and materials delivered by Seller pursuant to this Agreement;

(c) the Retained Liabilities;

(d) the operation or ownership of the Station or the Purchased Assets prior to the Closing (except for the Assumed Liabilities); or

(e) any suit, action or other proceeding brought by any Governmental Authority or Person arising out of, or in any way related to, any of the matters referred to in Sections 9.1(a), 9.1(b), 9.1(c), or 9.1(d).

Section 9.2. Indemnification by Buyer. Buyer shall indemnify, exculpate and hold harmless Seller, Seller's employees, officers, directors and stockholders (collectively, "**Seller Indemnified Parties**") from and against, and agrees to promptly defend Seller Indemnified Parties from and reimburse Seller Indemnified Parties for, any and all Claims which Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(a) any breach or inaccuracy of any representations and warranties made by Buyer in or pursuant to this Agreement, or in any certificate or affidavit delivered by Buyer at the Closing in accordance with the provisions of any Section hereof;

(b) any failure by Buyer to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the documents and materials delivered by Buyer pursuant to this Agreement;

(c) the Assumed Liabilities;

(d) the operation and ownership of the Station and the Purchased Assets by Buyer from and after the Closing Date; or

(e) any suit, action or other proceeding brought by any Governmental Authority or person arising out of, or in any way related to, any of the matters referred to in Sections 9.2(a), 9.2(b) or 9.2(c) or 9.2(d).

Section 9.3. Notification of Claims.

(a) A party entitled to be indemnified pursuant to Section 9.1 or 9.2 (the “**Indemnified Party**”) shall notify the party liable for such indemnification (the “**Indemnifying Party**”) in writing of any Claim which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. Subject to the Indemnifying Party’s right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article IX within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any Claim pursuant to Section 9.3(a), and if such Claim relates to a Claim asserted by a third party against the Indemnified Party which the Indemnifying Party acknowledges is a Claim for which it must indemnify or hold harmless the Indemnified Party under Section 9.1 or 9.2, the Indemnifying Party shall have the right to employ counsel acceptable to the Indemnified Party to defend any such Claim asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any such Claim at its own expense. provided, however, that the Indemnified Party may be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if the Indemnifying Party is also a party to such proceeding, and the counsel to the Indemnified Party determines in good faith that a conflict exists between the Indemnifying Party and the Indemnified Party that would make such separate counsel advisable; provided, further, however, that the Indemnifying Party shall not be required to pay for more than one such counsel for all Indemnified Parties with respect to such proceeding. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 9.3(a) of its election to defend in good faith any such third party Claim. If the Indemnifying Party actually assumes the defense of the Indemnified Party, the Indemnified Party will not make any settlement of any Claim which might give rise to liability of Indemnifying Party under the indemnity agreements contained in this Section without the written consent of Indemnifying Party, which consent shall not be unreasonably withheld if such settlement includes the unconditional release of Indemnifying Party, and the Indemnifying Party shall not agree to make any settlement of any Claim which would not include the unconditional release of the Indemnified Party without the written consent of

Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession reasonably required by it for its use in contesting any third party Claim. Whether or not the Indemnifying Party elects to defend any such Claim, the Indemnified Party shall have no obligation to do so.

Section 9.4. Limitation on Liability.

(a) No Claims may be asserted by a party pursuant to Sections 9.1(a) or 9.2(a) of this Agreement until the aggregate amount of all such Claims of such party shall exceed Ten Thousand Dollars (\$10,000) (the "**Deductible**"), at which time the party seeking indemnification shall be entitled to recover all amounts in excess of the Deductible, and the maximum aggregate liability of the Buyer or Seller shall not exceed One Million Dollars (\$1,000,000). The limitations set forth in this Section 9.4(a) shall not apply (i) in the case of Claims arising from or relating to any breach or inaccuracy in the following representations and warranties: 4.1, 4.2, 4.5 and 4.9(a), 5.1, and 5.2 (the "**Fundamental Reps**") or (ii) in the case of fraud or intentional misconduct.

(b) Anything to the contrary herein notwithstanding, a Claim under the indemnification provisions of this Agreement shall in no event include any punitive, special, indirect, or consequential damages whatsoever; provided that the limitation set forth in this Section 9.3(b) shall not apply in the case of damages recoverable by a third party in the case of a third party claim or in the case of breach of the Noncompetition Agreement.

(c) Solely for purposes of this Article IX, any Claim resulting from the inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality or other similar qualification contained in or otherwise applicable to such representation or warranty.

(d) Nothing contained in this Section 9.2 shall provide Seller Indemnified Parties with rights of indemnification or remedies against Buyer in amounts greater than as set forth in Section 11.3 if the transactions contemplated by this Agreement fail to close.

Section 9.5. Survival of Representations, Warranties and Agreements. Except as otherwise provided herein, no agreements in this Agreement shall survive the Closing, except that (a) the agreements contained in Article II shall survive the Closing, (b) the obligations to indemnify contained in Article IX hereof shall survive the Closing and the consummation of the transactions contemplated by this Agreement until the twelve (12) month anniversary of the Closing Date, unless Buyer or Seller has, in good faith, asserted a Claim prior to such date, in which case the obligations to indemnify in Article IX shall survive with respect to such Claim until such Claim has been finally adjudicated or settled, (c) the agreements in Articles X and XI shall survive the Closing until the applicable statute of limitations has expired plus 60 days, (d) subject to clause (e) and (f) below, the representations and warranties made in Articles IV and V of this Agreement or made pursuant hereto shall survive the Closing until the later of the twelve (12) month anniversary of the Closing Date, (e) the Fundamental Reps shall survive the Closing and the consummation of the transactions contemplated by the

Agreement indefinitely and (f) the representations and warranties in Sections 4.14, 4.22, and 4.23 shall survive the Closing for the applicable statute of limitations plus sixty (60) days.

Section 9.6. Remedies.

(a) Except as otherwise provided in Section 11.2 of this Agreement, the indemnification provisions of this Article IX are the sole and exclusive post-Closing remedy of Buyer and Seller for a breach or nonperformance of any representations, warranties or covenants contained in this Agreement. The provisions of this Article IX shall not be applicable unless the Closing occurs.

(b) Notwithstanding anything to the contrary in subsection (a) above, nothing herein shall prevent any of the parties to this Agreement from bringing an action against one or more of the parties to this Agreement: (i) alleging that one or more parties engaged in fraud or intentional misrepresentation in connection with the transaction; or (ii) to enforce any of the covenants of any of the other parties to this Agreement.

Section 9.7. Effect of Insurance. If an Indemnatee receives an indemnification payment from an Indemnifying Party pursuant to this Article IX with respect to a particular Claim and subsequently receives an insurance recovery (net any retroactive premium adjustment resulting from such Claim and any other related increase in the cost of insurance, and the cost of receiving or collecting such insurance recovery) with respect to that same Claim, then the Indemnified Party shall promptly refund to that Indemnifying Party the appropriate amount of such indemnification payment such that the Indemnified Party does not retain, by means of such indemnification payment and such net insurance recovery, an amount exceeding the Indemnified Parties' actual loss.

Section 9.8. Adjustment for Tax Benefits and Tax Costs. All indemnification payments made pursuant to this Article IX shall be made on an after-tax basis. Accordingly, in determining the amount of any indemnification payment for a Claim suffered or incurred by an Indemnified Party, the amount of such Claim shall be (i) increased to take into account any additional tax cost incurred by the Indemnified Party arising from the receipt of indemnification payments hereunder ("**Tax Costs**") and (ii) decreased to take into account any deduction, credit or other tax benefit actually realized by the Indemnified Party or its affiliates with respect to such Claim ("**Tax Benefits**"). In computing the amount of any such Tax Cost or Tax Benefit, the Indemnified Party shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnification payment hereunder or the incurrence or payment of any indemnified loss.

**ARTICLE X
FURTHER AGREEMENTS**

Section 10.1. Event of Loss. Upon the occurrence of an Event of Loss or Events of Loss in excess of \$300,000 prior to the Closing, Seller shall take steps to repair, replace and restore the damaged, destroyed or lost property to its former condition. At Closing if Buyer has waived the condition set forth in Section 7.5, Seller shall assign to Buyer all its rights under any insurance and all proceeds of insurance (excluding business interruption proceeds for

periods prior to the Closing Date) covering the property damage, destruction or loss not so repaired, replaced or restored prior to Closing.

Section 10.2. Station Employees.

(a) Buyer may at any time after receipt of FCC Consent approach Station Employees and make arrangements or enter into agreements with such employees concerning becoming employees of the Buyer, although Buyer assumes by this Agreement no obligation to employ or continue the employment of any Person after the Closing (except for the Jeffrey Plourde employment obligation of Buyer set forth below). All such offers of employment shall be expressly conditioned upon the consummation of the Closing and Buyer shall not negotiate or enter into agreements with Station Employees to become employees of any other television station owned by Buyer. Any Station Employee (except for Jeffrey Plourde) who thereby becomes employed by Buyer shall constitute a Transferred Employee. Seller agrees to fully cooperate with the Buyer in connection with its offer to hire any Station Employees and will not take any action, directly or indirectly, to prevent any Station Employee from becoming employed by Buyer from and after the Closing. Seller agrees that for a period of thirty six (36) months following the Closing, Seller shall not solicit or induce any Station Employee to remain in, or any Transferred Employee to return to, the employ of Seller or any of its affiliates or otherwise attempt to retain or obtain the services of any such employee.

(b) Seller shall be solely responsible for and shall pay all salaries and other compensation (including, but not limited to, any deferred or incentive compensation and any severance pay) which will or may become payable at any time in the future to any Transferred Employee for services rendered by Transferred Employee to Seller on or before the Closing Date.

(c) Buyer does not and shall not assume any obligations or liability under any collective bargaining agreement currently in existence or which may come into existence prior to Closing.

(d) Seller shall, prior to the Closing, but not earlier than the day prior to the Closing Date, terminate all Seller's Employees. Any notification required by any federal, state or local law governing mass layoffs or terminations, including without limitation the federal Worker Adjustment and Retraining Notification Act of 1988, shall be given by Seller. Compliance with all such Laws shall be Seller's sole responsibility and liability. Seller shall indemnify, defend and hold Buyer harmless from and against all liabilities, claims and causes of action (including, without limitation, reasonable attorney fees and other legal costs and expenses) arising out of the violation, or alleged violation, of any such Laws.

Section 10.3. Bulk Transfer. Buyer and Seller hereby waive compliance with the Pennsylvania Bulk Transfer provisions of the Uniform Commercial Code and all similar Laws. Except for the Assumed Liabilities, Seller shall promptly pay and discharge when and as due all liabilities and obligations arising out of or relating to Seller's ownership and operation of the Station prior to Closing and its sale of the Station to Buyer. Except for the Assumed Liabilities, Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any and all liabilities, losses, costs, damages or causes of action (including,

without limitation, reasonable attorney fees and other legal costs and expenses) arising out of or relating to claims asserted against Buyer pursuant to the Bulk Transfer provisions of the Uniform Commercial Code of Pennsylvania or any similar Law.

Section 10.4. Norris Covenants. Norris shall retain after the Closing in a separate bank account a minimum of \$1,000,000 until the twelve (12) month anniversary of the Closing Date and shall maintain such account after the Closing Date and shall not withdraw any amounts from such account equal to any Claims which have been asserted, in good faith by Buyer prior to the twelve (12) month anniversary of the Closing Date and which have not been resolved as of the twelve (12) month anniversary of the Closing Date. Norris will provide Buyer copies of the bank statements for such account upon Buyer's written request.

Section 10.5. Jeffrey Plourde Employment Agreement. Immediately after the Closing, Buyer shall enter into an Employment Agreement with Jeffrey Plourde having a term of two (2) years and providing for the employment of Jeffrey Plourde in his current capacity and with his current title and job functions, and at not less than his current level of salary, benefits, travel expense reimbursement and similar provisions and containing other customary terms and conditions.

ARTICLE XI TERMINATION; MISCELLANEOUS

Section 11.1. Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

- (a) by mutual written agreement of Seller and Buyer; or
- (b) by Buyer if any of the conditions set forth in Article VII of this Agreement shall not have been fulfilled by the Closing Date; or
- (c) by Seller if any of the conditions set forth in Article VIII of this Agreement shall not have been fulfilled by the Closing Date; or
- (d) by Buyer or Seller if the Closing shall not have occurred on or before the date that is 12 months after the date of execution of this Agreement for any reason unless there has been delay or nonperformance or breach by the party seeking such termination; or
- (e) by Buyer, if Buyer is not then in material breach of this Agreement and Seller is then in material breach of this Agreement, and such breach remains uncured within ten (10) days after receipt of written notice thereof from Buyer; or
- (f) by Seller, if Seller is not then in material breach of this Agreement and Buyer is then in material breach of this Agreement, and such breach remains uncured within ten (10) days after receipt of written notice thereof from Seller.

Section 11.2. Rights on Termination; Waiver.

(a) If this Agreement is terminated pursuant to Section 11.1(a), or 11.1(b) (if Seller is not in material default as set forth in Section 11.2(b)) or 11.1(c) (if Buyer is not in material default as set forth in Section 11.2(c)) or 11.1(d), all further obligations of the parties under or pursuant to this Agreement shall immediately terminate without further liability of any party to the other and the Earnest Money together with all interest accrued thereon shall be returned promptly to Buyer; provided, however, if Seller objects to such claims the Escrow Agent shall hold the Earnest Money pursuant to the terms of the Escrow Agreement.

(b) If Seller is in material default in the performance of its obligations under this Agreement or has breached in any material respect its representations and warranties hereunder and Buyer is not in material default of its obligations under this Agreement and has not breached in any material respects its representations and warranties hereunder, or if this Agreement is terminated by Buyer pursuant to Section 11.1(e), then Buyer shall be entitled to pursue all equitable remedies against Seller for such default or breach, including specific performance (Seller hereby acknowledging that the Purchased Assets are unique and that Buyer has no adequate remedy at law if Seller breaches this Agreement) and Buyer shall be entitled to claim a return of the Earnest Money together with all accrued interest thereon pursuant to the terms of the Escrow Agreement; provided, however, if Seller objects to such claims the Escrow Agent shall hold the Earnest Money pursuant to the terms of the Escrow Agreement.

(c) If Buyer is in material default in the performance of its obligations under this Agreement, or Buyer has breached in any material respect its representations and warranties hereunder and Seller is not in material default of its obligations under this Agreement and has not breached in any material respect its representations and warranties hereunder, or if this Agreement is terminated pursuant to Section 11.1(f), then Seller shall be entitled, as its sole and exclusive remedy, to claim and be paid as its sole liquidated damages, pursuant to Section 11.3, the Earnest Money pursuant to the terms of the Escrow Agreement; provided, however, if Buyer objects to such claims, the Escrow Agent shall hold the Earnest Money pursuant to the terms of the Escrow Agreement.

(d) The rights and duties of the parties hereto vis-a-vis instructions and notices to the Escrow Agent shall be controlled by the Escrow Agreement.

Section 11.3. Liquidated Damages. Buyer and Seller agree that if the transactions contemplated herein fail to close for any reason set forth in Section 11.2(c), Seller's sole and exclusive remedy under Section 11.2(c) shall be the right to claim and be paid the Earnest Money together with all interest accrued thereon. The parties agree that the liquidated damages provided in this Section is intended to limit the claims that Seller may have against Buyer in the circumstances described herein. The parties acknowledge and agree that the liquidated damages provided in this Section bear a reasonable relationship to the anticipated harm which would be caused by Buyer's breach of the Agreement and they are not in any way a penalty. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable and difficult of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder.

The provisions of this Section 11.3 shall apply regardless of whether or not Seller has terminated this Agreement pursuant to Section 11.1.

Section 11.4. Further Assurances. From time to time after the Closing Date, upon the reasonable request of Buyer, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Buyer may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to Buyer to any of the Purchased Assets. Seller agrees to cooperate with Buyer in all reasonable respects to assure to Buyer the continued title to and possession of the Purchased Assets in the condition and manner contemplated by this Agreement; provided, however, that Buyer shall not be required to spend additional sums of money.

Section 11.5. Schedules. Any disclosure with respect to a Section of this Agreement requires a specific reference in the Schedules to such Section of the Agreement to which any such disclosure applies, and no disclosure shall be deemed to apply with respect to any Section to which it does not expressly apply.

Section 11.6. Entire Agreement; Amendment; and Waivers. This Agreement and the documents required to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

Section 11.7. Expenses. Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement and consummation of the transactions contemplated hereby.

Section 11.8. Benefit; Assignment. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by Buyer and Seller and their respective proper successors and assigns. This Agreement (and any rights, obligations or liabilities hereunder) may not be assigned or delegated in whole or in part by any party without the prior written consent of the other party; provided, however, that Buyer may, without such consent, assign in whole or in part its rights, obligations or liabilities under this Agreement to an affiliate of Buyer; and provided, further, that Buyer may, without such consent, collaterally assign its rights hereunder to its lenders. Any such assignee of Buyer shall fully assume the obligations of Buyer hereunder and Buyer shall remain liable for its obligations hereunder.

Section 11.9. Confidentiality.

(a) Buyer agrees that prior to Closing, Buyer and its respective agents and representatives shall not use for its or their own benefit (except when required by law, rule or regulation and except for use in connection with Buyer's financing of the transaction and Buyer's investigation of the Station and its assets in connection with this Agreement), and shall hold in strict confidence and not disclose, (i) any data or information relating to Seller, its affiliates, or the Station obtained from Seller or any of its directors, officers, employees, agents or representatives in connection with this Agreement, or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of the Station which is confidential in nature and not generally known to the public (clauses (i) and (ii) together, "**Seller's Information**"). If the transactions contemplated in this Agreement are not consummated for any reason, Buyer shall return to Seller all data, information and any other written material obtained by Buyer from Seller in connection with this transaction and any copies, summaries or extracts thereof, and shall refrain from disclosing any of Seller's Information to any third party or using any of Seller's Information for its own benefit or that of any other person.

(b) Seller agrees that Seller and its agents and representatives shall not use for its or their own benefit (except when required by law, rule or regulation and except for use in connection with their investigations and review of Buyer in connection with this Agreement), and shall hold in strict confidence and not disclose, (i) any data or information, relating to Buyer or its affiliates obtained from Buyer, or from any of its directors, officers, employees, agents or representatives, in connection with this Agreement, or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of the Buyer which is confidential in nature and not generally known to the public (clauses (i) and (ii) together "**Buyer's Information**"). If the transactions contemplated in this Agreement are not consummated for any reason, Seller shall return to Buyer all data, information and any other written material obtained by Seller from Buyer in connection with this transaction and any copies, summaries or extracts, thereof and shall refrain from disclosing any of Buyer's Information to any third party or using any of Buyer's Information for its own benefit or that of any other person.

(c) Notwithstanding any other provision to the contrary herein, the provisions of this Section 11.10 shall survive the termination of this Agreement.

Section 11.10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by electronic mail, telecopy or facsimile machine to the address or number shown below, on the date of such confirmed facsimile or telecopy transmission, or (iii) when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, on the date that is two days after the date set forth in the records of such delivery service or on the return receipt and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of telecopy number:

If to Buyer: NRJ TV III LLC
NRJ TV RL OpCo, LLC
c/o 722 South Denton Tap Road
Suite 130
Coppell, Texas 75019
Attention: Ted B. Bartley
Email: Ted@NRJVentures.com

With a copy to: Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Attention: James S. Altenbach, Esq.
Telecopy No.: (678) 553-2445
Email: Altenbachj@gtlaw.com

If to Seller: Red Lion Broadcasting Company, Inc.
Red Lion Television, Inc.
2900 Windsor Road
Red Lion, Pennsylvania 17356
Attention: Ms. Anna Plourde-Norris
Telecopy No.: (717) 845-1457

With a copy to: Booth, Freret, Imlay & Tepper, P.C.
14356 Cape May Road
Silver Spring, Maryland 20904-6011
Attention: Christopher D. Imlay, Esq.
Telecopy No.: (301) 384-6384

Section 11.11. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

Section 11.12. Income Tax Position. Neither Buyer nor Seller shall take a position for income tax purposes which is inconsistent with this Agreement.

Section 11.13. Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

Section 11.14. No Reliance. Except for (i) any assignees permitted by Section 11.9 of this Agreement and (ii) lenders (and their successors and assigns) providing financing for the consummation of the transactions contemplated by this Agreement:

(a) no third party is entitled to rely on any of the representations, warranties or agreements of Buyer or Seller contained in this Agreement; and

(b) Buyer and Seller assume no liability to any third party because of any reliance on the representations, warranties or agreements of Buyer and Seller contained in this Agreement.

Section 11.15. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it being agreed that the agents of each party have participated in the preparation hereof.

Section 11.16. Saturdays, Sundays and Legal Holidays. If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

Section 11.17. Consent to Jurisdiction. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION BETWEEN THE PARTIES RELATING TO THE ENTRY INTO OR PERFORMANCE OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, OR THE INTERPRETATION OR ENFORCEMENT OF THE TERMS HEREOF OR THEREOF, SHALL EXCLUSIVELY BE BROUGHT IN A FEDERAL OR STATE COURT LOCATED IN NEW YORK, HAVING JURISDICTION OF THE SUBJECT MATTER THEREOF, AND EACH PARTY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY SUCH FEDERAL OR STATE COURT, WAIVES ANY RIGHT TO OBJECT TO SUCH VENUE OR TO ASSERT THE DEFENSE OF FORUM NON-CONVENIENS, AND AGREES THAT SERVICE OF COMPLAINT OR OTHER PROCESS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL ADDRESSED TO SUCH PARTY AT ITS ADDRESS SET FORTH IN, OR DETERMINED IN ACCORDANCE WITH, SECTION 11.10 HEREOF.

Section 11.18. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of New York, without regard to the conflict of Law principles thereof.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

"BUYER"

NRJ TV RL OPCO, LLC

By: Jed B. Bartley

Name: TED B. BARTLEY

Title: CEO

NRJ TV RL LICENSE CO., LLC

By: Jed B. Bartley

Name: TED B. BARTLEY

Title: CEO

"SELLER"

RED LION BROADCASTING CO., INC.

By: _____

Name: _____

Title: _____

RED LION TELEVISION, INC.

By: _____

Name: _____

Title: _____

[Signatures continued on the following page.]

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

"BUYER"

NRJ TV RL OPCO, LLC

By: _____

Name: _____

Title: _____

NRJ TV RL LICENSE CO., LLC

By: _____

Name: _____

Title: _____

"SELLER"

RED LION BROADCASTING CO., INC.

By: Anna L. Plourde-Norris

Name: Anna L. Plourde-Norris

Title: President

RED LION TELEVISION, INC.

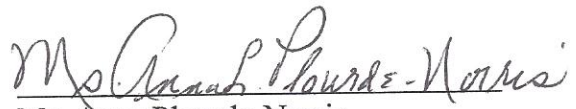
By: Anna L. Plourde-Norris

Name: Anna L. Plourde-Norris

Title: President

[Signatures continued on the following page.]

"Norris"


Ms. Anna Plourde-Norris