

ASSET PURCHASE AGREEMENT

DATED AS OF JANUARY 5, 2021

AMONG

PEAK MEDIA OF PENNSYLVANIA LICENSEE LLC

PEAK MEDIA OF PENNSYLVANIA LLC

AND

JOHNSTOWN (WWCP-TV), INC.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of January 5, 2021, by and among Peak Media of Pennsylvania Licensee LLC, a Delaware limited liability company (“**Peak Licensee**”), Peak Media of Pennsylvania LLC, a Delaware limited liability company (“**Peak**”) (Peak Licensee and Peak sometimes hereinafter are referred to individually as each “**Seller**” and collectively as “**Sellers**”), and Johnstown (WWCP-TV), Inc., a Maryland corporation (“**Buyer**”).

RECITALS:

A. Peak Licensee (i) holds the FCC Licenses (this and all other capitalized terms used but not elsewhere defined in this Agreement are defined in Section 1.1 of this Agreement) issued by the Federal Communications Commission (the “**FCC**”) for the operation of broadcast television station WWCP-TV, Johnstown, Pennsylvania (“**WWCP-TV**”) and (ii) is subject to the duties, and entitled to the rights, of a Fox Broadcasting Company (“**Fox**”) affiliate under that certain Station Affiliation Agreement dated January 1, 2020 (as amended through the date hereof, and including all ancillary Fox agreements relating to WWCP-TV, the “**Fox Affiliation Agreement**”), between Fox and Seller.

B. Palm Television, L.P., a Delaware limited partnership (“**Palm**”), holds the FCC Licenses issued by the FCC for the operation of broadcast television station WATM-TV, Altoona, Pennsylvania (“**WATM-TV**”) (WWCP-TV and WATM-TV sometimes hereinafter are referred to individually as a “**Station**” and collectively as the “**Stations**”).

C. Peak (i) provides programming to, and sells available advertising time on, WATM-TV pursuant to an Interim Operating Agreement dated March 11, 1996, as assigned and amended, between Peak and Palm (the “**Interim Operating Agreement**”) and (ii) owns the antenna for WWCP-TV (the “**WWCP-TV Antenna**”).

D. Sellers desire to sell, and Buyer desires to purchase, the FCC Licenses with respect to WWCP-TV, all right, title and interest of Peak in and to the Interim Operating Agreement, the Fox Affiliation Agreement, the WWCP Antenna, and certain related assets of the Stations owned by Sellers on the terms and conditions hereinafter set forth.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the parties to this Agreement, intending to be bound legally, agree as follows:

SECTION 1 CERTAIN DEFINITIONS

1.1 **Terms Defined in this Section.** The following terms, as used in this Agreement, have the meanings set forth in this Section:

“Action” means any claim, action, suit, inquiry, proceeding, audit or investigation by or before any governmental authority, or any other arbitration, mediation or similar proceeding.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such other Person.

“Assets” means the assets to be transferred or otherwise conveyed by Sellers to Buyer under this Agreement, as specified in Section 2.1 to this Agreement.

“Benefit Arrangements” means employment, severance, or other similar contract, arrangement, or policy and each plan or arrangement (written or oral) providing for insurance coverage (including any self-insured arrangements), workers’ compensation, disability benefits, supplemental unemployment benefits, vacation benefits, or retirement benefits or arrangement for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation rights, stock purchases, or other forms of incentive compensation or post-retirement insurance, compensation, or benefits that (A) is not a Welfare Plan, Pension Plan, or Multiemployer Plan, and (B) is entered into, maintained, contributed to, or required to be contributed to by Sellers or under which Sellers have any liability relating to Transferred Employees).

“Benefit Plans” means “Multiemployer pension plan,” as defined in Section 3(37) of ERISA, that is maintained or administered by either Seller or to which either Seller contributes or are required to contribute (a “Multiemployer Plan” and, together with the Welfare Plans).

“Business Day” means any day other than a Saturday, a Sunday, or other day on which banks in New York, New York generally are not open for business.

“Closing” means the consummation of the exchange and acquisition of the Assets, pursuant to this Agreement on the Closing Date in accordance with the provisions of Section 8.1 of this Agreement.

“Closing Date” means the date on which the Closing occurs, as determined pursuant to Section 8.1 of this Agreement.

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

“Communications Act” means the Communications Act of 1934, as amended.

“Communications Laws” means the Communications Act and the rule, regulations and policies of the FCC issued or promulgated thereunder.

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” shall have a correlative meaning.

“Effective Time” means 12:01 a.m., Eastern Time, on the Closing Date.

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

“FCC” means the Federal Communications Commission.

“FCC Consent” means action by the FCC granting its consent to the assignment or transfer of the FCC Licenses with respect to WWCP-TV by Sellers to Buyer as contemplated by this Agreement.

“FCC Licenses” means, with respect to either Station, the licenses, permits and other authorizations issued by the FCC for use in the operation of such Station, and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof or any transferable pending application therefor issued by the FCC with respect to such Station.

“Final Order” shall mean the consent by the FCC to the application for FCC Consent filed by the parties hereto for FCC Consent, approval or authorization, which action has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action, no protest, petition to deny, petition for rehearing or reconsideration, appeal or request for stay is pending, and as to which action the time for filing of any such protest, petition, appeal or request and any period during which the FCC may reconsider or review such action on its own authority has expired.

“Fox Consent” means the consent of Fox to the assignment of the Fox Affiliation Agreement by Peak Licensee to Buyer as contemplated by this Agreement.

“Licenses” means, with respect to either Station, all the FCC Licenses, and all other all licenses, permits, construction permits and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to either Seller currently in effect and used in connection with the conduct of such Station’s operations, together with any additions thereto between the date of this Agreement and the Closing Date.

“TBA” means that certain Time Brokerage Agreement dated as of January 1, 2016 between Peak Licensee and Cunningham Broadcasting Corporation.

“Loss” means, with respect to any Person, any and all costs, obligations, liabilities, demands, claims, settlement payments, awards, judgments, fines, penalties, damages, and reasonable out-of-pocket expenses, including court costs and reasonable attorneys’ fees, whether or not arising out of a third-party claim.

“Material Adverse Effect” means any event, change, circumstance, occurrence, effect or state of facts that (a) is or would reasonably be expected to be materially adverse to the business, assets, liabilities, financial condition, or results of operations of the Stations, (b) materially impairs the ability of Sellers to consummate or prevents any of the transactions contemplated by this Agreement or would reasonably be expected to do so.

“MSA” means that certain Master Services and Facilities Agreement dated as of January 1, 2016 between Peak Media of Pennsylvania LLC and Cunningham Broadcasting Corporation.

“Option Agreement” means that certain Option Agreement dated as of January 1, 2016 among Sellers and Cunningham Broadcasting Corporation.

“Option Consideration” means the “Option Consideration” as such term is defined in Section 3 of the Option Agreement.

“Permitted Encumbrances” means (a) encumbrances of a landlord, other statutory liens not yet due and payable, or landlord’s liens arising in the ordinary course of business, (b) encumbrances for Taxes not yet delinquent or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on Sellers’ books in accordance with generally accepted accounting principles, (c) encumbrances that do not materially detract from the value of any of the Assets or materially interfere with the use thereof as currently used, and (d) encumbrances that will be discharged prior to or simultaneously with the Closing.

“Person” means an individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership, or other entity or organization.

“Sellers’ Knowledge” means the actual knowledge, after due inquiry, of officers of Sellers.

“Tax” means any federal, state, local, or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, capital, transfer, employment, withholding, or other tax or similar governmental assessment, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Return” means any tax return, declaration of estimated tax, tax report or other tax statement, or any other similar filing required to be submitted to any governmental authority with respect to any Tax.

1.2 **Terms Defined Elsewhere in this Agreement.** For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Adjusted Purchase Price	Section 2.4(d)
Assumed Contracts	Section 2.1(e)
Agreement	Preamble
Buyer	Preamble
Claimant	Section 10.4(a)
Company	Preamble
Estimated Adjusted Purchase Price	Section 2.4(d)(i)
Excluded Assets	Section 2.2

<u>Term</u>	<u>Section</u>
Final Adjusted Purchase Price	Section 2.6(a)
Indemnifying Party	Section 10.4(a)
Tangible Personal Property	Section 2.1(d)
Seller/Sellers	Preamble

Rules of Construction.

A reference in the singular shall be deemed to include the plural and the plural shall be deemed to include the singular. A reference to one gender shall include any other gender. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references to “party” and “parties” shall be deemed references to parties to this Agreement unless the context shall otherwise require. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Except as specifically otherwise provided in this Agreement, a reference to a Section, the Schedules or any Exhibit is a reference to a Section of this Agreement or the Schedules or Exhibits hereto, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the Schedules and Exhibits to this Agreement. The term “or” is used in its inclusive sense (“and/or”). All references to “Dollars” and “\$” refer to the currency of the United States.

Sections.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

SECTION 2 EXCHANGE AND TRANSFER OF ASSETS; ASSET VALUE

2.1 **Agreement to Exchange and Transfer.** Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to transfer, convey, assign and deliver to Buyer on the Closing Date, and Buyer agrees to acquire, all of Sellers’ right, title and interest in the following assets:

(a) the Licenses with respect to WWCP-TV listed on Schedule 3.4 to this Agreement, the related call letters, call signs, and public inspection file maintained in accordance with FCC rules;

(b) all logs and records required by the FCC to be kept by WWCP-TV including any filings with the FCC;

(c) to the extent not already assumed by Buyer, all right, title and interest of Peak in and to the Interim Operating Agreement and the Fox Affiliation Agreement;

(d) the WWCP-TV Antenna and all other material items of equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description owned or held by Sellers in connection with the operations of WWCP-TV (the “**Tangible Personal Property**”);

(e) all rights under all contracts used in connection with the operations of WWCP-TV to which a Seller or any of its Affiliates is a party that are (1) listed in Schedule 2.1(e), (2) are in effect at the time of execution of this Agreement and which relate to program rights with respect to WWCP-TV, or (3) are entered into after the date hereof by a Seller or any of its Affiliates in the normal course of business and consistent with past practices that is used primarily in connection with the operations of WWCP-TV (the “**Assumed Contracts**”); and

(f) all goodwill related to the foregoing and any additions to the foregoing between the date of this Agreement and the Closing Date;

in each case free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, charges, or encumbrances of any nature whatsoever (except for Permitted Encumbrances).

2.2 **Excluded Assets.** All assets of Sellers not included in the Assets shall be deemed to be excluded assets and remain the sole and exclusive property of Sellers (collectively, the “**Excluded Assets**”).

2.3 **Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the Effective Time, to assume, pay and perform only the following liabilities of Sellers:

(a) the liabilities and obligations arising with respect to the Assets, on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time), including but not limited to all liabilities and obligations of Peak arising under and with respect to the Interim Operating Agreement, the Fox Affiliation Agreement, the WWCP-TV Antenna, the Licenses with respect to WWCP-TV listed on Schedule 3.4 to this Agreement, and the ownership and operation of WWCP-TV; and

(b) any liability or obligation to the extent of the amount of any credit received by Buyer under Section 2.4(c).

2.4 **Purchase Price.**

(a) The aggregate purchase price for the Assets shall be equal to the sum of Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000) less the aggregate amount of all Option Consideration previously paid to Sellers under the Option Agreement (as such term is defined therein) (the “**Purchase Price**”). The Purchase Price shall be adjusted as provided for in Section 2.4(c) of this Agreement.

(b) [Reserved].

(c) Prorations. The Purchase Price shall be increased or decreased as required to effectuate the proration of revenues and expenses as set forth below. All revenues and all expenses arising from the use of the Assets by Sellers, including tower rental, business and license fees, utility charges, real property and personal property, and other similar Taxes and assessments levied against or with respect to the Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges and, subject to the provisions of Section 6.6 of this Agreement, employee compensation, including wages (including bonuses which constitute wages), salaries, and related Taxes shall be prorated between Buyer and Sellers in accordance with the principle that, Sellers shall receive all revenues and shall be responsible for all expenses, costs, and liabilities allocable to the operations of the Stations for the period prior to the Effective Time, and Buyer shall receive all revenues and shall be responsible for all expenses, costs, and obligations allocable to the use of the Assets by Sellers for the period after the Effective Time subject to the following:

(i) Sellers shall remain solely liable with respect to, any contracts any other obligation or liability not being assumed by Buyer in accordance with Section 2.2 of this Agreement.

(ii) An adjustment and proration shall be made in favor of Sellers for the amount, if any, of prepaid expense, the benefit of which accrues to Buyer hereunder, and other current assets acquired by Buyer hereunder which are paid by Sellers to the extent such prepaid expenses and other current assets relate to the period after the Effective Time.

(iii) An adjustment and proration shall be made in favor of Sellers for all amounts due (or to become due for the month in which the Closing occurs) to Sellers under the Time Brokerage Agreement, the MSA, and/or the Option Agreement, if any.

(d) Manner of Determining Adjustments. The Purchase Price, taking into account the prorations pursuant to Section 2.4(c) of this Agreement (the “**Adjusted Purchase Price**”), will be determined in accordance with the following procedures:

(i) Sellers shall prepare and deliver to Buyer not later than five (5) Business Days before the Closing Date a preliminary settlement statement which shall set forth Sellers’ good faith estimate of the adjustments to the Purchase Price under Section 2.4(c) of this Agreement and setting forth Sellers’ estimate of the Adjusted Purchase Price (the “**Estimated Adjusted Purchase Price**”). The preliminary settlement statement shall (A) contain all information reasonably necessary to determine the Estimated Adjusted Purchase Price, to the extent any adjustments can be determined or estimated as of the date of the preliminary settlement statement, and such other information as may be reasonably requested by Buyer and (B) be certified by Sellers to be true and complete to Sellers’ Knowledge as of the date thereof.

(ii) Not later than two (2) Business Days prior to the Closing Date, Buyer shall either accept or reject the Estimated Adjusted Purchase Price. If Buyer accepts the Estimated Adjusted Purchase Price, the Estimated Adjusted Purchase Price shall be paid by Buyer to Sellers at the Closing in accordance with Section 2.5 of this Agreement. If Buyer rejects the Estimated Adjusted Purchase Price, Buyer will submit simultaneously to Sellers its good faith estimate of the Estimated Adjusted Purchase Price, including a statement that will contain all information reasonably necessary to determine the Estimated Adjusted Purchase Price and such other

information as may be reasonably requested by Sellers. The parties shall then use their best efforts to agree upon the Estimated Adjusted Purchase Price prior to the Closing Date. If the parties cannot agree on the Estimated Adjusted Purchase Price prior to the Closing, the Estimated Adjusted Purchase Price shall be the average of Buyer's and Sellers' estimates of the Estimated Adjusted Purchase Price.

2.5 **Payment of Purchase Price.** At the Closing, Buyer shall deliver to Sellers by wire transfer of immediately available funds to such bank accounts as Sellers may designate at least two (2) Business Days prior to the Closing Date, a payment equal to the Estimated Adjusted Purchase Price.

2.6 **Post-Closing Adjustments.**

(a) Not later than sixty (60) calendar days after the Closing Date, Buyer will deliver to Sellers a statement setting forth Buyer's determination of any additional adjustments to the Purchase Price under Section 2.4(c) of this Agreement and setting forth Buyer's calculation of the final adjusted purchase price (the "**Final Adjusted Purchase Price**"), Buyer's statement shall (i) contain all information reasonably necessary to determine the Final Adjusted Purchase Price and such other information as may be reasonably requested by Sellers, and (ii) be certified by Buyer to be true and complete to Buyer's knowledge as of the date thereof. If Sellers dispute the amount of the Final Adjusted Purchase Price as determined by Buyer, Sellers shall deliver to Buyer within thirty (30) calendar days after receipt of Buyer's statement a statement setting forth their determination of the amount of the Final Adjusted Purchase Price which shall include all information reasonably necessary to determine the Final Adjusted Purchase Price and such other information as may be reasonably requested by Buyer. If Sellers notify Buyer of their acceptance of Buyer's statement, or if Sellers fail to deliver their statement within the thirty (30) calendar day period specified in the preceding sentence, Buyer's determination of the Final Adjusted Purchase Price shall be conclusive and binding on the parties as of the last day of the thirty (30) calendar day period.

(b) Buyer and Sellers shall use good faith efforts to resolve any dispute involving the determination of the Final Adjusted Purchase Price. If the parties are unable to resolve the dispute within forty five (45) calendar days following the delivery of Buyer's statements to be provided pursuant to Section 2.6(a) of this Agreement after the Closing, Buyer and Sellers shall jointly designate an independent certified public accounting firm of national standing which has not regularly provided services to Buyer or Sellers in the last three (3) years, who shall be knowledgeable and experienced in the operation of television broadcasting stations, to resolve the dispute. If the parties are unable to agree on the designation of an independent certified public accounting firm, the selection of the accounting firm to resolve the dispute shall be submitted to arbitration to be held in Baltimore, Maryland, in accordance with the commercial arbitration rules of the American Arbitration Association. The accounting firm's resolution of the dispute or the arbitrators decision, as applicable, shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. Any fees of this accounting firm, and, if necessary, for arbitration to select such accountant, shall be divided equally between the parties.

(c) If the Final Adjusted Purchase Price is (i) greater than the Estimated Adjusted Purchase Price, then Buyer shall pay to Sellers within five (5) days of the determination of such

Final Adjusted Purchase Price the difference between the Final Adjusted Purchase Price and the Estimated Adjusted Purchase Price by wire transfer of immediately available funds to such bank accounts as Sellers may designate, or (ii) less than the Estimated Adjusted Purchase Price, then Sellers shall pay to Buyer within five (5) days of the determination of such Final Adjusted Purchase Price the difference between the Final Adjusted Purchase Price and the Estimated Adjusted Purchase Price by wire transfer of immediately available funds to such bank accounts as Buyer may designate.

2.7 **Assumption of Liabilities and Obligations.** As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform all obligations and liabilities of Sellers under the or with respect to the Assets, including the Licenses with respect to WWCP-TV and to the extent not already assumed by Buyer, the Interim Operating Agreement and the Fox Affiliation Agreement, to the extent that the obligations and liabilities relate to the time after the Effective Time. Buyer shall not by virtue of this Agreement assume any other obligations or liabilities of Sellers, including any claims or pending litigation or proceedings relating to the operation of the Stations or the Assets prior to the Closing, except to the extent arising out of acts or omissions by Johnstown (WWCP-TV), Inc. under the Time Brokerage Agreement and/or the MSA.

SECTION 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date (except for representations and warranties that refer to a specific date or time, in which case, such representations and warranties shall be true and complete as of such date or time) as follows:

3.1 **Organization and Authority of Sellers.** Such Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Such Seller has the requisite power and authority to own, lease and operate its properties, to carry on its business where such properties are now owned, leased, or operated and such business is now conducted, and to execute, deliver and perform this Agreement and the documents contemplated hereby according to its respective terms.

3.2 **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement by such Seller have been duly authorized by all necessary action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller and constitutes its legal, valid and binding obligation, enforceable against such Seller in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3 **Absence of Conflicting Agreements; Consents.** Subject to obtaining the FCC Consent, the execution, delivery and performance by such Seller of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with any provision of the certificate of formation or limited liability company agreement of such Seller; (b) will not conflict with, result in a material breach of, or constitute a material default under any applicable law, judgment, order, ordinance, injunction, decree, rule,

regulation, or ruling of any court or governmental instrumentality; (c) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license, or permit to which such Seller is a party or by which such Seller may be bound legally; and (d) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Assets. Except for the FCC Consent provided for in Section 6.1 of this Agreement, no consent, approval, permit, or authorization of, or declaration to, or filing with any governmental or regulatory authority or any other third party which has not been obtained is required (y) to consummate this Agreement and the transactions contemplated hereby, or (z) to permit such Seller to transfer and convey the Assets to Buyer.

3.4 Governmental Licenses. Schedule 3.4 includes a true and complete list of the FCC Licenses with respect to WWCP-TV. Peak Licensee has made available to Buyer true and complete copies of all material Licenses with respect to WWCP-TV (including any amendments and other modifications thereto). The Licenses with respect to WWCP-TV have been validly issued, and Peak Licensee is the authorized legal holder of the Licenses with respect to WWCP-TV and those FCC Licenses with respect to WWCP-TV listed on Schedule 3.4. The Licenses with respect to WWCP-TV and the FCC Licenses with respect to WWCP-TV listed on Schedule 3.4 comprise all of the material licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct in all material respects of WWCP-TV in the manner and to the full extent it is now conducted, and, except as otherwise disclosed on the face of the Licenses with respect to WWCP-TV or on Schedule 3.4, none of the Licenses with respect to WWCP-TV is subject to any unusual or special restriction or condition that could reasonably be expected to limit materially the full operation of WWCP-TV as now operated. The FCC Licenses with respect to WWCP-TV are in full force and effect, are valid for the balance of the current license term applicable generally to television stations licensed to the same community as WWCP-TV, are unimpaired by any acts or omissions of Sellers or any of their Affiliates, or the employees, officers, directors, or shareholders of Sellers or any of their Affiliates, and are free and clear of any restrictions which might limit the full operation of WWCP-TV in the manner and to the full extent as it is now operated (other than restrictions under the terms of the licenses themselves or applicable to the television broadcast industry generally). Except as listed on Schedule 3.4 hereto, there are no applications, proceedings or complaints pending or, to Sellers' Knowledge, threatened which may have a material adverse effect on WWCP-TV (other than proceedings that apply to the television broadcasting industry, or substantial segments thereof, generally). Except as disclosed on Schedule 3.4 hereto, such is not aware of any reason why any of the FCC Licenses with respect to WWCP-TV might not be renewed in the ordinary course for a full term without material qualifications or of any reason why any of the FCC Licenses with respect to WWCP-TV might be revoked. Except as set forth on Schedule 3.4, to Sellers' Knowledge, there are no facts relating to such Seller which, under the Communications Laws, would (a) disqualify such Seller from assigning any of its FCC Licenses with respect to WWCP-TV to Buyer, (b) cause the filing of any objection to the assignment of the FCC Licenses with respect to WWCP-TV to Buyer, (c) lead to a delay in the processing by the FCC of the applications of the FCC Licenses with respect to WWCP-TV to Buyer, or (d) disqualify Sellers from consummating the transactions contemplated herein within the times contemplated herein. An appropriate public inspection file for WWCP-TV is maintained in accordance with FCC rules.

3.5 **Title to Properties.** Such Seller's rights in and to the Assets are not subject to mortgages, pledges, liens, security interests, encumbrances, or other charges or rights of others of any kind or nature except for Permitted Encumbrances.

3.6 **Taxes.** Except as set forth in Schedule 3.6, such Seller has filed or caused to be filed all Tax Returns that are required to be filed with respect to its ownership and operation of the Assets, and has paid or caused to be paid all Taxes shown on those returns or on any Tax assessment received by it to the extent that such Taxes have become due, or have set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto. There are no legal, administrative, or other Tax proceedings presently pending, and there are no grounds existing pursuant to which such Seller is or could be made liable for any Taxes, the liability for which could extend to Buyer as assignee of the Assets.

3.7 **Insurance.** Schedule 3.7 contains a true and complete list of all insurance policies of or covering the Assets or relating to the operation of WWCP-TV. All policies of insurance listed in Schedule 3.7 are in full force and effect as of the date hereof. No insurance policy of such Seller or WWCP-TV has been canceled by the insurer and, except as set forth on Schedule 3.7, no application of such Seller for insurance has been rejected by any insurer.

3.8 **Reports.** All material returns, reports and statements that WWCP-TV is currently required to file with the FCC or Federal Aviation Administration have been filed, and all reporting requirements of the FCC and Federal Aviation Administration have been complied with in all material respects. All of such returns, reports and statements, as filed, satisfy all applicable legal requirements in all material respects.

3.9 **Claims and Legal Actions.** Except as disclosed on Schedule 3.9 and except for any FCC proceedings generally affecting the television broadcasting industry, or substantial segments thereof, and not particular to such Seller, there is no claim, legal action, counterclaim, suit, arbitration, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending or, to such Seller's Knowledge, threatened against or relating to the Assets, nor does such Seller know of any basis for the same.

3.10 **Compliance with Laws.** Except as set forth in Schedule 3.10, such Seller, as applicable, has complied in all material respects with the Licenses with respect to WWCP-TV and all material federal, state and local laws, rules, regulations and ordinances applicable or relating to the ownership and operation of the Assets and WWCP-TV, and such Seller has not received any notice of any material violation of federal, state and local laws, regulations and ordinances applicable or relating to the ownership of the Assets.

3.11 **Broker.** Except for Houlihan Lokey, as successor to Media Venture Partners, whose fees shall be paid by Sellers (to the extent Houlihan Lokey/Media Venture Partners was engaged by Sellers to act on their behalf), neither such Seller nor any person or entity acting on such Seller's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

3.12 **Insolvency Proceedings.** Neither Seller, nor any of its Assets, is the subject of any pending or threatened insolvency proceedings of any character, including, without limitation,

bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary. Neither Seller has made an assignment for the benefit of creditors or taken any action in contemplation of or which would constitute a valid basis for the institution of any such insolvency proceedings. Neither Seller is insolvent or will become insolvent as a result of entering into or performing this Agreement.

3.13 **Interim Operating Agreement and Fox Affiliation Agreement.** Neither Seller nor, to the knowledge of Sellers, any other party, is in material breach or default under the Interim Operating Agreement or the Fox Affiliation Agreement. The Interim Operating Agreement and the Fox Affiliation Agreement are each in full force and effect and constitutes a legal, valid and binding obligation of the Seller party thereto and, to the knowledge of Sellers, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws from time to time in effect relating to creditors' rights and remedies generally and general principles of equity). Sellers has made available to Buyer accurate and complete copies of Interim Operating Agreement and the Fox Affiliation Agreement, and all amendments thereto.

3.14 **WWCP-TV Antenna.** The WWCP-TV Antenna is in normal operating condition and repair in all material respects for the use to which it is currently employed (ordinary wear and tear excepted), and to the knowledge of Sellers, is free from material defects (patent or latent) and has been maintained in accordance with normal industry practice. No Person other than Sellers has any rights to use the WWCP-TV Antenna, other than pursuant to the Time Brokerage Agreement and the MSA.

SECTION 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof and as of the Closing Date (except for representations and warranties that refer to a specific date or time, in which case, such representations and warranties shall be true and complete as of such date and time) as follows;

4.1 **Organization.** Standing and Authority. Buyer is duly organized, validly existing, and in good standing under the laws of the State of Maryland and has the requisite corporate power and authority to execute, deliver, and perform this Agreement and the documents contemplated hereby according to their respective terms and to hold the Assets.

4.2 **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3 **Absence of Conflicting Agreements and Required Consents.** Subject to the receipt of the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time,

or both): (a) do not require the consent of any third party; (b) will not conflict with the [Articles of Incorporation or Bylaws of Company or the Articles of Organization of Licensee]; (c) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (d) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Buyer is a party or by which Buyer may be bound. Except for the FCC Consent provided for in Section 6.1 of this Agreement, no consent, approval, permit, or authorization of, or declaration to, or filing with any governmental or regulatory authority or any other third party is required (y) to consummate this Agreement and the transactions contemplated hereby, or (z) to permit Buyer to acquire the Assets from Sellers or to assume certain liabilities and obligations of Sellers in accordance with Sections 2.3 and 2.7 of this Agreement.

4.4 **Brokers.** Neither Buyer nor any person or entity acting on its behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

4.5 **Buyer's Qualifications.** Except as disclosed on Schedule 4.5, Buyer is (and pending Closing will remain) legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate WWCP-TV under the Communications Laws. To Buyer's knowledge, there are no facts relating to Buyer or any of its Affiliates which, under the Communications Laws, that would (a) cause the filing of any objection to the assignment of the FCC Licenses with respect to WWCP-TV to Buyer, (b) lead to a delay in the processing by the FCC of the applications for consent to assignment of the FCC Licenses with respect to WWCP-TV to Buyer, (c) preclude Buyer from consummating the transactions contemplated herein within the times contemplated herein or (d) cause the FCC to fail to approve in a timely fashion the application for the FCC Consent. No waiver of any FCC rule or policy is necessary to be obtained for the grant of the applications for the assignment of the FCC Licenses with respect to WWCP-TV to Buyer. The FCC Licenses with respect to WWCP-TV are unimpaired by any acts or omissions of Buyer or any of its Affiliates, or the employees, officers, directors, or shareholders of Buyer or any of its Affiliates, under the Time Brokerage Agreement or the MSA, including but not limited to any failure to update or maintain an appropriate public inspection file for WWCP-TV in accordance with FCC rules.

4.6 **Financial Resources.** Buyer has on hand or access from committed sources sufficient monies to make the payment to Sellers under Section 2.4 hereof

SECTION 5 OPERATION OF THE STATION PRIOR TO CLOSING

Buyer's Affiliate, Cunningham Broadcasting Corporation, currently provides programming for WWCP-TV pursuant to the Time Brokerage Agreement, and currently provides services to the Stations pursuant to the MSA, subject to the rights and duties of Sellers and Palm under the Communications Laws and the Interim Operating Agreement, including Sellers' and Palm's respective continuing rights and duties to exercise control over the Stations in the public interest. Buyer covenants and agrees that between the date hereof and the Closing Date, it will

cause its Affiliate to fulfill its obligations under such Time Brokerage Agreement and MSA in all material respects. Sellers and Buyer further covenant and agree that, except as contemplated by this Agreement or with the prior written consent of the other party, (such consent not to be unreasonably withheld):

5.1 **Encumbrances.** Seller shall not create, assume, or permit to exist any mortgage, pledge, lien, or other charge or encumbrance affecting any of the Assets, except for (a) Permitted Encumbrances, and (b) liens that such party believes are beneficial to the operation of the Stations.

5.2 **Dispositions.** Seller shall not sell, assign, lease, divide, or otherwise transfer or dispose of any of the Assets, if such sale, assignment, lease, divide or other disposition or transfer would interfere with the normal operation of WWCP-TV in accordance with past practice.

5.3 **Access to Information.** Neither Sellers nor Buyer, nor their respective Affiliates, shall fail to provide access, upon one (1) day prior written notice, to the other party and its investment advisors, lenders, counsel, accountants, engineers and other authorized representatives reasonable access to the Assets and all books, records and documents of such party which are material to the Assets, or to furnish or cause to be furnished to such party and their authorized representatives all information relating to such party and the Assets that they reasonably may request (including any financial reports and operations reports produced with respect to the Assets).

5.4 **Insurance.** Neither Sellers nor Buyer shall fail to maintain in full force and effect policies of insurance of the same type, character and coverage as the policies currently carried with respect to the Assets or required by the terms of the Time Brokerage Agreement and/or the MSA.

5.5 **Licenses.** Seller shall not knowingly cause or permit, by any act or failure to act, any of the Licenses with respect to WWCP-TV to expire or to be revoked, suspended or modified, or take any action that could reasonably be expected to cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or material adverse modification of any of the Licenses with respect to WWCP-TV.

5.6 **Obligations.** Sellers shall pay all of their obligations insofar as they relate to the Assets consistent with past practices.

5.7 **Books and Records.** Sellers shall maintain their books and records in accordance with past practices, as well as keep an appropriate public inspection file for WWCP-TV maintained at WWCP-TV's studio in accordance with the policies of the FCC.

5.8 **Notification.** Each Seller and Buyer each promptly shall notify the other party in writing of any material developments with respect to the Assets of which it becomes aware and of any material change in any of the information contained in the representations and warranties contained in Section 3 (in the case of Sellers) or Section 4 (in the case of Buyer) of this Agreement,

5.9 **Compliance with Laws.** Each Seller and Buyer shall comply with all laws, rules and regulations, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 6 SPECIAL COVENANTS AND AGREEMENTS

6.1 FCC Consent.

(a) The exchange and transfer of the Assets as contemplated by this Agreement is subject to the prior consent and approval of the FCC.

(b) No later than five (5) Business Days after the date hereof, Sellers and Buyer shall prepare and file with the FCC the appropriate application (the “**FCC Application**”) for FCC Consent. The parties shall prosecute the FCC Application with all reasonable diligence and otherwise use their respective best efforts to obtain a grant of the application as expeditiously as practicable. Each party agrees to make such additional filings with the FCC as may be necessary or appropriate to give effect to the transactions contemplated by this Agreement in the reasonable judgment of such party’s FCC counsel. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (i) the condition was imposed on such party as the result of a circumstance the existence of which does not constitute a breach by that party of any of its representations, warranties or covenants hereunder, and (ii) compliance with the condition would have a Material Adverse Effect upon such party. Buyer and Sellers shall oppose any petitions to deny or other objections filed with respect to the application for the FCC Consent and any requests for reconsideration or judicial review of the FCC Consent.

(c) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent, as the case may be. No extension of the effective period of the FCC Consent shall limit the exercise by either party of its right to terminate the Agreement under Section 9.

(d) If at any point prior to the Closing, an application for the renewal of any FCC License (a “**Renewal Application**”) must be filed pursuant to the Communications Laws, Sellers shall execute, file and prosecute with the FCC such Renewal Application in a timely fashion in accordance with Section 5.5 hereof. If any FCC Consent is granted by the FCC subject to a renewal condition, then, without limitation of Section 6.1(b), the term “**FCC Consent**” shall be deemed also to include the satisfaction of such renewal condition. In order to avoid disruption or delay in the processing of the FCC applications, Buyer shall agree (i) as a part of the FCC Applications, to request that the FCC apply its policy permitting the assignment of FCC licenses to proceed, notwithstanding the pendency of one or more renewal applications, and (ii) to make such representations and undertakings, and to enter into such agreements with the FCC, as are necessary or appropriate to invoke such policy, including undertakings and agreements to assume, as between the parties and the FCC, the position of the applicant before the FCC with respect to any pending Renewal Application and to assume the corresponding regulatory risks relating to any such Renewal Application, and to toll any applicable statute of limitations; provided, however, that nothing set forth in this Section 6.1(d) shall be deemed to amend or modify the provision of Section 10.2 relating to indemnification.

6.2 **Confidentiality.** Except as necessary for the consummation of the transaction contemplated by this Agreement and except as and to the extent required by law, each party will keep confidential any information obtained from the other party in connection with the transactions specifically contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.

6.3 **Cooperation.** Buyer and Sellers shall cooperate with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and in connection with any litigation after the Closing Date which relate to the Stations or the Assets for periods prior to the Effective Time, Buyer and Sellers shall execute such other documents as may be reasonably necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their commercially reasonable efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement.

6.4 **Allocation of Purchase Price.** All amounts constituting consideration within the meaning of and for the purposes of Section 1060 of the Code shall be allocated among the Assets and any other rights acquired by Buyer hereunder, as applicable, in the manner required by Section 1060 of the Code. Within 120 days after Closing, Sellers shall prepare a draft schedule documenting such allocation and Buyer shall be entitled to review and comment on such schedule for ten (10) Business Days, and Sellers shall consider such comments in good faith. Thereafter, Sellers shall provide Buyer with Sellers' final allocation schedule. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with Sellers' final allocation schedule.

6.5 **Access to Books and Records.** To the extent reasonably requested by Buyer, Sellers shall provide Buyer access and the right to copy, from and after the Closing Date, any books and records relating to the Assets. To the extent reasonably requested by Sellers, Buyer shall provide Sellers access and the right to copy, from and after the Closing Date, any books and records relating to the Assets. Buyer and Sellers shall each retain any such books and records, for a period of three (3) years (or such longer period as may be required by law or good business practice) following the Closing Date.

6.6 **Employee Matters.**

(a) **Schedule 6.6** lists Peak Licensee's employees (the "**Transferred Employees**"). Peak Licensee has no other employees. At the Closing, Buyer shall offer employment to the Transferred Employees at a comparable salary, position and place of employment as held by each such employee immediately prior to the Closing Date. Except as set forth in the preceding sentence, Buyer is not obligated to hire any of Sellers' employees or assume any contract with any of Sellers' employees, and all employees that are not so hired and contracts that are not so assumed shall be Excluded Assets.

(b) Except as provided otherwise in this Section 6.6, Sellers shall pay, discharge and be responsible for (i) all salary and wages arising out of or relating to the employment of the Transferred Employees prior to the Closing Date, and (ii) any employee benefits arising under the

Benefit Plans or Benefit Arrangements of Sellers and its Affiliates prior to the Closing Date. From and after the Closing Date, Buyer shall pay, discharge and be responsible for all salary, wages and benefits arising out of or relating to the employment of the Transferred Employees by Buyer on and after the Closing Date. To the extent similarly situated employees of Buyer are generally eligible for such benefits, Buyer shall be responsible for all severance liabilities, and all COBRA liabilities for any Transferred Employees terminated by Buyer on or after the Closing Date.

(c) Buyer shall cause all Transferred Employees as of the Closing Date to be eligible to participate in its “employee welfare benefit plans” and “employee pension benefit plans” (as defined in Section 3(1) and 3(2) of ERISA, respectively) in which similarly situated employees of Buyer are generally eligible to participate.

(d) For purposes of any length of service requirements, waiting period, vesting periods or differential benefits based on length of service in any such plan for which a Transferred Employee may be eligible after the Closing, Buyer shall ensure that, to the extent permitted by law, and except as limited by Buyer’s existing personnel policies, service by such Transferred Employee with Sellers, any Affiliate of Sellers or any prior owner of the Stations shall be deemed to have been service with Buyer. In addition, Buyer shall ensure that each Transferred Employee receives credit under any welfare benefit plan of Buyer for any deductibles or co-payments paid by such Transferred Employee and his or her dependents for the current plan year under a plan maintained by Sellers or any Affiliate of Sellers to the extent allowable under any such plan. Buyer shall grant credit to each Transferred Employee for all sick leave in accordance with the policies of Buyer applicable generally to their employees after giving effect to service for Sellers, any Affiliate of Sellers or any prior owner of the Stations, as service for Buyer. To the extent taken into account in determining prorations pursuant to Section 2.4 of this Agreement, Buyer shall assume and discharge Sellers’ liabilities for the payment of all unused vacation leave accrued by Transferred Employees as of the Closing Date. To the extent any claim with respect to such accrued vacation leave is lodged against Seller with respect to any Transferred Employee for which Buyer has received a proration credit, Buyer shall, to the extent of such credit, indemnify, defend and hold harmless Sellers from and against any and all losses, directly or indirectly, as a result of, or based upon or arising from the same.

(e) As soon as practicable following the Closing Date, Buyer shall make available to the Transferred Employees Buyer’s 401(k) Plan. To the extent requested by a Transferred Employee, Sellers shall cause to be transferred to Buyer’s 401(k) Plan, in cash and in kind, all of the individual account balances of Transferred Employees under Sellers’ Plan, including any outstanding plan participant loan receivables allocated to such accounts.

(f) Nothing in this Agreement shall be construed to provide employees of Sellers with any rights under this Agreement, and no Person, other than the parties hereto, is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall only be enforceable by, the parties hereto and their respective successors and assigns as permitted hereunder.

6.7 Public Announcements. Sellers and Buyer shall consult with each other before issuing any press releases or otherwise making any public statements with respect to this

Agreement or the transactions contemplated herein and shall not issue any such press release or make any such public statement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that a party may, without the prior written consent of the other party, issue such press release or make such public statement as may be required by law or any listing agreement with a national securities exchange to which Sellers or Sellers' Affiliates are a party if it has used all reasonable efforts to consult with the other party and to obtain such other party's consent but has been unable to do so in a timely manner.

6.8 **Bulk Sales Law.** Buyer hereby waives compliance by Sellers in connection with the transactions contemplated hereby with the provisions of any applicable bulk transfer laws.

6.9 **Notification of Certain Matters: Update of Schedules.**

(a) Sellers shall give prompt written notice to Buyer of (i) the occurrence or non-occurrence of any change, condition or event, the occurrence or non-occurrence of which would render any representation or warranty of Sellers contained in this Agreement, if made on or immediately following the date of such event, untrue or inaccurate, if such occurrence or non-occurrence of any change, condition or event is reasonably likely to have a Material Adverse Effect, (ii) the occurrence of any change, condition or event that has had or is reasonably likely to have a Material Adverse Effect, (iii) any failure of Sellers to comply with or satisfy any covenant or agreement to be complied with or satisfied by any of them hereunder or any event or condition that would otherwise result in the nonfulfillment of any of the conditions to Buyer's obligations hereunder, (iv) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement or (v) any Action seeking to restrain, enjoin, otherwise prohibit or delay the consummation of the transactions contemplated by this Agreement that is pending or, to Sellers' Knowledge, threatened.

(b) Sellers shall supplement the information set forth on the Schedules with respect to any matter arising after the date of this Agreement, if such would be required to be set forth or described in such schedules or that is necessary to correct any information in such schedules or in any representation or warranty of Sellers which has been rendered inaccurate thereby promptly following discovery thereof. Such information shall be updated (i) periodically upon the request of Buyer (if not terminated by Buyer or Sellers pursuant to Section 9 of this Agreement), and (ii) three (3) Business Days prior to the Closing Date. No such supplement shall be deemed to cure any breach of any representation or warranty made in this Agreement or have any effect for purposes of determining the satisfaction of the conditions set forth in Section 7.1(a) of this Agreement, the compliance by Sellers with any covenant set forth herein or Buyer's rights to indemnification pursuant to Section 10.2 of this Agreement.

6.10 **Good Faith Performance; Other Covenants.** Neither Sellers nor Buyer will by amendment of a charter or through any reorganization, consolidation, merger, dissolution, issue or sale of securities, sale of Assets, or any other voluntary action avoid or seek to avoid the observance or performance, of any of the terms of this Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of Sellers and Buyer under this Agreement.

Neither Sellers nor Buyer shall take any action that would result in any of the representations set forth in Section 3 or Section 4 of this Agreement being untrue or incorrect in any respect.

6.11 **No Inconsistent Action**. Neither Sellers nor Buyer shall take any action that is inconsistent with their obligations under this Agreement in any material respect or that could reasonably be expected to hinder or delay the consummation of the transactions contemplated by this Agreement. Neither Sellers nor any of Sellers' representatives or agents, shall, directly or indirectly, solicit, initiate, or participate in any way in discussions or negotiations with, or provide any confidential information to, any Person (other than Buyer or any Affiliate or associate of Buyer and their respective representatives and agents) concerning any possible disposition of WWCP-TV, the sale of any Assets, the sale or disposition of any stock or other security of Sellers whether or not issued and outstanding on the date hereof, or any similar transaction.

SECTION 7

CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER

7.1 **Conditions to Obligations of Buyer**. All obligations of Buyer at the Closing are subject, at Buyer's option, to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) **Representations and Warranties**. All representations and warranties of Sellers contained in this Agreement shall be true and complete at and as of the Closing Date as though made at and as of that time (except for representations and warranties that refer to a specific date or time which need only be true and complete as of such date or time), except where the failure to be so true and complete does not have a Material Adverse Effect.

(b) **Covenants and Conditions**. Sellers shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, except where the failure to have performed and complied does not have a Material Adverse Effect.

(c) **FCC Consent: Palm Consent; Fox Consent**. The FCC Consent shall have been granted, notwithstanding that it may not have yet become a Final Order; Palm shall have granted its consent to the assignment to and assumption by Buyer of the Interim Operating Agreement; and Fox shall have granted the Fox Consent.

(d) **Governmental Authorizations**. Peak Licensee shall be the holder of the FCC Licenses with respect to WWCP-TV, and there shall not have been any modification, revocation, or non-renewal of any License with respect to WWCP-TV that has caused a Material Adverse Effect. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify materially and adversely any FCC License, except for proceedings affecting the television broadcast industry, or substantial segments thereof, generally.

(e) **Deliveries**. Sellers shall have made or stand willing to make all the deliveries to Buyer described in Section 8.2 of this Agreement.

7.2 **Conditions to Obligations of Sellers.** All obligations of Sellers at the Closing hereunder are subject, at Sellers' option, to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) **Representations and Warranties.** All representations and warranties of Buyer, contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time (except for representations and warranties that refer to a specific date or time which need only be true and complete as of such date or time).

(b) **Covenants and Conditions.** Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) **FCC Consent; Palm Consent.** The FCC Consent shall have been granted, notwithstanding that it may not have yet become a Final Order, and Palm shall have granted its consent to the assignment to and assumption by Buyer of the Interim Operating Agreement.

(d) **Time Brokerage Agreement.** All amounts due (or to become due for the month in which the Closing occurs) to Sellers under the Time Brokerage Agreement, the MSA and the Option Agreement shall have been paid in full, or Sellers shall have received an appropriate credit therefor under Section 2.4(c)(iii).

(e) **Deliveries.** Buyer shall have made or stand willing to make all the deliveries described in Section 8.3 of this Agreement.

SECTION 8 CLOSING AND CLOSING DELIVERIES

8.1 Closing.

(a) **Closing Date.** Except as provided below in this Section 8.1 or as otherwise agreed to by Buyer and Sellers, the Closing hereunder shall be held on a date specified by Buyer on at least two (2) Business Days' notice that is not earlier than the first business day after or later than, five (5) Business Days after the date on which all of the conditions to Closing set forth in Sections 7.1 and 7.2 of this Agreement have been satisfied or waived.

(b) **Closing Place.** The Closing hereunder shall be held by exchange of documents via facsimile or email, or as Sellers and Buyer may otherwise agree.

8.2 **Deliveries by Sellers.** Prior to or on the Closing Date, Sellers shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) **Conveyancing Documents.** A duly executed:

(i) assignment and assumption of the Licenses with respect to WWCP-TV transferring all right, title and interest of Sellers therein to Buyer;

(ii) to the extent not already assumed by Buyer, assignment and assumption of the Interim Operating Agreement and the Fox Affiliation Agreement transferring all right, title and interest of Sellers therein to Buyer;

(iii) assignment and assumption of the Assumed Contracts in accordance with the terms of this Agreement; and

(iv) bill of sale transferring all right, title and interest of Sellers in the WWCP-TV Antenna and other Tangible Personal Property to Buyer;

in each case free and clear of all mortgages, liens, restrictions, encumbrances, claims and obligations except for Permitted Encumbrances.

(b) Officer's Certificate. A certificate, dated as of the Closing Date, executed by an officer or member (as applicable) of Sellers, certifying: (i) that the representations and warranties of such Sellers contained in this Agreement are true and complete as of the Closing Date as though made on and as of that date (except for representations and warranties that refer to a specific date or time, which need only be true and complete as of such date or time), except to the extent that the failure of such representations and warranties shall not have had a Material Adverse Effect, and (ii) that Sellers have in all respects performed and complied with all of its obligations, covenants and agreements in this Agreement to be performed and complied with on or prior to the Closing Date, except to the extent that the failure to perform such covenants shall not have had a Material Adverse Effect.

(c) Certificate. A certificate, dated as of the Closing Date, executed by Sellers' members or other appropriate official (i) certifying that the resolutions, as attached to such certificate, were duly adopted by Sellers' respective members authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions remain in full force and effect, and (ii) providing, as attachments thereto, the Certificate of Formation of Sellers.

(d) Good Standing Certificates. Certificates as to the formation and/or good standing of Seller issued by the appropriate office or agency of the state of organization of Sellers dated a date not more than a reasonable number of days prior to the Closing Date.

(e) Other Documents. Such other documents reasonably requested by Buyer or its counsel for complete implementation of this Agreement and consummation of the transaction contemplated hereby.

8.3 **Deliveries by Buyer**. Prior to or on the Closing Date, Buyer shall deliver to Sellers the following, in form and substance reasonably satisfactory to Sellers and their counsel:

(a) Closing Payment. The payment due to Sellers as described in Section 2.5 of this Agreement.

(b) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of an officer of Buyer, certifying (i) that the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects as of the Closing Date as though

made on and as of that date, and (ii) Buyer has in all material respects performed and complied with all of its obligations, covenants and agreements in this Agreement to be performed and complied with on or prior to the Closing Date.

(c) Secretary's Certificate. A certificate, dated as of the Closing Date, executed by an officer of Buyer: (i) certifying that the resolutions, as attached to such certificate, were duly adopted by the Board of Directors of Buyer, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions remain in full force and effect; and (ii) providing, as an attachment thereto, Buyer's Articles of Incorporation.

(d) Assumption Agreement. An appropriate assumption agreement pursuant to which Buyer shall assume and undertake to perform Sellers' obligations and liabilities to the extent provided under this Agreement for Assets, including (without limitation) under the Licenses with respect to WWCP-TV and, to the extent applicable, under the Interim Operating Agreement, the Fox Affiliation Agreement, and the other Assumed Contracts.

(e) Good Standing Certificates. Certificates as to the formation and/or good standing of Buyer issued by the Maryland State Department of Assessments and Taxation to be dated a date not more than a reasonable number of days prior to the Closing Date.

(f) Other Documents. Such other documents reasonably requested by Sellers or their counsel for complete implementation of this Agreement and consummation of the transactions contemplated hereby.

SECTION 9 TERMINATION

9.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to Closing by the mutual written consent of the parties.

9.2 Termination by Sellers. This Agreement may be terminated by Sellers and the sale and transfer of the Assets abandoned upon written notice to Buyer for any of the following reasons in its sole discretion.

(a) upon written notice to Buyer if, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Sellers set forth in Sections 7.2(a), 7.2(b), 7.2(d) and 7.2(e) of this Agreement has not been satisfied or waived in writing by Sellers, Sellers are not then in material default hereunder, and Sellers stood ready, willing and able to consummate the transactions contemplated by this Agreement; or

(b) if Buyer shall have materially defaulted in the performance of any of Buyer's obligations under this Agreement, and such default is not cured within thirty (30) days after notice thereof to Buyer and such default has had a Material Adverse Effect; provided that there will be no Cure Period for Buyer's failure to make the payment required under Section 2.5.

9.3 Termination by Buyer. This Agreement may be terminated by Buyer and the sale and transfer of the Assets abandoned:

(a) upon written notice to Sellers if, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in Sections 7.1(a), 7.1(b), 7.1(d) and 7.1(e) of this Agreement has not been satisfied or waived in writing by Buyer, Buyer is not then in material default hereunder, and Buyer stood ready, willing and able to consummate the transactions contemplated by this Agreement; or

(b) if Sellers shall have materially defaulted in the performance of any of Sellers' obligations under this Agreement, and such default is not cured within thirty (30) days after notice thereof to Sellers and such default has had a Material Adverse Effect.

9.4 Termination by Sellers or Buyer. This Agreement may be terminated by Sellers or Buyer and the sale and transfer of the Assets abandoned upon written notice by the terminating party to the other party:

(a) if the Closing shall not have occurred on or before the first anniversary of the date of this Agreement, so long as the terminating party is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that such breach would give the other party the right not to close pursuant to Section 7.1 or Section 7.2, as the case may be; or

(b) if there shall be any law that prohibits consummation of the transactions contemplated by this Agreement or if a court or governmental authority of competent jurisdiction shall have issued an order enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement.

9.5 Rights on Termination. If this Agreement is terminated by Buyer pursuant to Section 9.3 as a result of a material breach by either Seller of any provision of this Agreement, Buyer shall have all rights and remedies available at law or equity, including the remedy of specific performance with respect to any obligations of Sellers which survive such termination; provided, however, that in lieu of terminating the Agreement, Buyer shall be entitled to the remedy of specific performance. If this Agreement is terminated by Sellers pursuant to Section 9.2, as a result of a material breach by any Buyer of any provision of this Agreement, Sellers shall have all rights and remedies available at law or equity, including the remedy of specific performance with respect to any obligations of Buyer which survive such termination; provided that in the event this Agreement is terminated by Sellers pursuant to Section 9.2(a) or 9.2(b), then Sellers may elect, by written notice to Buyer, to require payment by Buyer to Sellers of Two-Hundred and Eighty-Five Thousand Dollars (\$285,000) by wire transfer of immediately available funds to such bank account as Sellers may designate, as liquidated damages hereunder. Sellers shall, in addition, be entitled to prompt payment from Buyer of the reasonable attorneys' fees actually incurred by Sellers in enforcing their rights under this Agreement. The parties understand and agree that in the event of such election by Sellers, the amount of liquidated damages represents Sellers' reasonable estimate of actual damages and does not constitute a penalty.

9.6 Expenses. Each party bears its own expenses hereunder.

9.7 Survival. Notwithstanding the termination of this Agreement pursuant to this Section 9, the obligations of Buyer and Sellers set forth in Section 6.2, 9, 10, and 11 of this

Agreement shall survive such termination, and the parties hereto shall have any and all rights and remedies to enforce such obligations provided at law or in equity or otherwise (including without limitations, specific performance).

9.8 **Full Payment of the Option Consideration.** Notwithstanding any other provision of this Section 9 or any other provision of this Agreement, in the event Buyer has paid to Sellers in full the Option Consideration prior to the execution of this Agreement, Sellers shall have no right whatsoever to terminate this Agreement, and any such termination shall be the sole and exclusive right of Buyer.

SECTION 10

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

10.1 **Survival of Representations.** All representations and warranties, covenants and agreements of Sellers and Buyer contained in or made pursuant to this Agreement or in any certificate furnished pursuant hereto shall survive the Closing Date and shall survive and remain in full force and effect for a period of sixty (60) calendar days; provided that the covenants and agreements set forth in Section 6.2 (Confidentiality), Section 6.3 (Cooperation), Section 6.5 (Access to Books and Records), Section 11.1 (Fees and Expenses), Section 11.2 (Notices), and Section 11.3 (Benefit and Binding Effect), shall survive the Closing for the period provided therein or, if no period is specified, for a period of one year; and provided further that anything to the contrary in this Section 10.1 notwithstanding, any claim for indemnification under Section 10 hereof which is asserted in a reasonably detailed writing prior to the expiration of the survival periods provided in this Section 10.1 shall survive with respect to such claim or dispute until final resolution thereof.

10.2 Indemnification by Sellers.

(a) After the Closing but subject to Sections 10.1 and 10.5 of this Agreement, Sellers agree to indemnify and hold Buyer and its Affiliates and their respective owners, warrantors, employees, officers, and agents (collectively, the “**Buyer Indemnified Parties**”) harmless against and with respect to and shall reimburse Buyer for any and all Losses which Buyer may incur arising out of:

(i) any and all obligations of Sellers with respect to or in connection with the Assets not assumed by Buyer pursuant to this Agreement;

(ii) the ownership and holding of the Assets, or the provision of services with respect thereto, prior to the Closing (except to the extent arising out of any act or omission of Buyer or its Affiliates under the Time Brokerage Agreement or the MSA);

(iii) any breach or nonfulfillment of any agreement or covenant of Sellers under the terms of this Agreement;

(iv) any untrue representation, breach of warranty of Sellers contained in this Agreement or in any certificate, document, or instrument delivered to Buyer under this Agreement (“**Seller Warranty Breaches**”); and

(v) any Loss arising out of or resulting from the Excluded Assets.

(b) Notwithstanding any other provision of this Agreement to the contrary, Sellers shall not be required to indemnify and hold harmless any Buyer Indemnified Party pursuant to Section 10.2: (i) unless such Buyer Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 10.1 and (B) only if the aggregate amount of Losses resulting from Seller Warranty Breaches exceeds Seventy-Five Thousand Dollars (\$75,000) (the “**Threshold**”) and then only to the extent of such Losses in excess of Fifty Thousand Dollars (\$50,000) (the “**Deductible**”); provided, however, that the cumulative indemnification obligation of Sellers under this Section 10.2(b) shall in no event exceed Two-Hundred and Eighty-Five Thousand Dollars (\$285,000) (the “**Cap**”).

10.3 **Indemnification by Buyer.**

(a) After the Closing but subject to Sections 10.1 and 10.5 of this Agreement, Buyer agrees to indemnify and hold Sellers and their respective Affiliates, members, warrantors, employees, officers, and agents (collectively, the “**Seller Indemnified Parties**”) harmless against and with respect to and shall reimburse Sellers for any and all Losses which Sellers may incur arising out of:

(i) any and all obligations of Sellers with respect to or in connection with the Assets assumed by Buyer pursuant to this Agreement;

(ii) the ownership, holding and use of the Assets after the Closing (and prior to the Closing, to the extent arising out of any act or omission of Buyer or its Affiliates under the Time Brokerage Agreement or the MSA);

(iii) any breach or nonfulfillment of any agreement or covenant of Buyer under the terms of this Agreement; and

(iv) any untrue representation, breach of warranty of Buyer contained in this Agreement or in any certificate, document, or instrument delivered to Sellers under this Agreement.

(b) Notwithstanding any other provision of this Agreement to the contrary neither the Threshold, the Deductible nor the Cap shall apply in the case of any indemnification by Buyer hereunder.

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

(a) The party claiming indemnification (the “**Claimant**”) shall promptly give notice to the party from which indemnification is claimed (the “**Indemnifying Party**”) of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant within five (5) Business Days after written notice of such action, suit, or proceeding was given to Claimant.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedy at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained in good faith by the Claimant with respect to such claim.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided in Sections 10.2 and 10.3 of this Agreement shall extend to the members, partners, shareholders, officers, directors, employees, representatives and affiliated entities of any Claimant although for the purpose of the procedures set forth in this Section 10.4, any indemnification claims by such parties shall be made by and through the Claimant.

10.5 Certain Limitations.

(a) Notwithstanding any other provision of this Agreement to the contrary, in no event shall a party be entitled to indemnification for such party's consequential or punitive damages, regardless of the theory of recovery. Each party hereto agrees to use reasonable efforts to mitigate any losses which form the basis for any claim for indemnification hereunder.

(b) Except as to the indemnifications pursuant to Section 10.2(a)(i) and 10.3(a)(iii), the Indemnifying Party shall not be required to indemnify the Claimant for any Loss that is more than the amount of the Purchase Price, as adjusted pursuant to Section 2.6 paid by Buyer to Sellers at Closing.

(c) Notwithstanding anything in this Agreement to the contrary, neither party shall indemnify or otherwise be liable to the other party with respect to any claim for any breach of any

representation or warranty or for breach of any covenant contained in this Agreement, unless notice of the claim is given within the relevant survival period specified in Section 10.1.

SECTION 11 MISCELLANEOUS

11.1 Fees and Expenses.

(a) Buyer and Seller shall each pay one-half (1/2) of any filing fees charged by the FCC in connection with filing the FCC Application to obtain the FCC Consent.

(b) Buyer and Seller shall each pay one-half (1/2) any filing fees, transfer taxes, document stamps, or other charges levied by any governmental entity (other than income Taxes, which shall be the responsibility of Sellers) on account of the transfer of the Assets from Sellers to Buyer.

(c) Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar Person retained by or on behalf of such party.

11.2 **Notices.** All notices, requests, consents, payments, demands, and other communications required or contemplated under this Agreement shall be in writing and (a) personally delivered or sent via telecopy (receipt confirmed and followed promptly by delivery of the original), or (b) sent by Federal Express or other reputable overnight delivery service (for next Business Day delivery), shipping prepaid, as follows:

If to Sellers to:

Peak Media of Pennsylvania LLC
Peak Media of Pennsylvania Licensee LLC
c/o Media Venture Partners, LLC
244 Jackson Street, Fourth Floor
San Francisco, CA 94111
Attention: Elliot B. Evers, President
Facsimile: (415) 391-4912

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

Lerman Senter PLLC
2001 L Street NW Suite 400
Washington, D.C. 20036
Attention: David Burns
Facsimile No.: (202)293-7783

Perkins Coie LLP
131 S. Dearborn Street, Suite 1700

Chicago, IL 60603
Attention: Michael Owen
Facsimile No.: (312)324-9467

If to Buyer to:

Cunningham Broadcasting Corporation
2000 W. 41st Street
Baltimore, Maryland 21211
Attention: Michael E. Anderson, President
Telephone No.: (410) 662-9688

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

Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202
Attention: Steven A. Thomas
Facsimile No.: (410)752-2046

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW
Washington, D.C. 20036
Attention: Scott R. Flick
Facsimile No.: (202) 663-8007

or to such other Persons or addresses as any Person may request by notice given as aforesaid. Notices shall be deemed given and received at the time of personal delivery or completed telecopying, or, if sent by Federal Express or such other overnight delivery service one Business Day after such sending.

11.3 **Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No Person, other than the parties hereto, is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and, except as expressly set forth in Section 10, the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder. Neither party may assign its rights under this Agreement without the other party's prior written consent; provided, however that:

(a) Buyer shall have the absolute right to assign this Agreement in its sole discretion without the consent of Sellers; provided, however, that such successor or assignee is qualified to acquire and hold the FCC Licenses;

(b) Buyer may assign all or any of its rights under this Agreement to its lenders as collateral security without the consent or any other action by Sellers or Sellers' Affiliates;

(c) Sellers may assign any or all of their rights and delegate any or all of its obligations under this Agreement to an Affiliate of Seller or to a "qualified intermediary," as defined in U.S. Treasury Regulation Section 1.1031(k)-1(g)(4) (a "Q.I.") without Buyer's consent; provided, however, that, in the case of an assignment or delegation by Seller pursuant to the preceding clause, any such assignment or delegation shall not release Seller from its obligations under this Agreement; and

(d) No later than five (5) days prior to Closing, Sellers may deliver to Buyer a Schedule identifying the property that Sellers intend to qualify as part of a like-kind exchange transaction pursuant to Section 1031 of the Code (the "**Section 1031 Property**"), and notice of the amount of the Purchase Price allocable to such Section 1031 Property (the "**Allocated Purchase Price**"); and (ii) a notice that Sellers are assigning to the Q.I. all of Sellers' rights and obligations under this Agreement to the extent such rights and obligations relate to the Section 1031 Property (the "**Q.I. Assignment**"). Buyer hereby consents to any such Q.I. Assignment, and agrees that if requested by Sellers, at Closing, Buyer shall pay the Allocated Purchase Price to an account of the Q.I. in accordance with directions to be provided to Buyer prior to Closing. Buyer further agrees to cooperate with Sellers as may be reasonably requested by Sellers in connection with such Q.I. Assignment or otherwise in order to qualify the disposition of the Section 1031 Property as part of a like-kind exchange pursuant to Section 1031 of the Code.

11.4 **Further Assurances.** The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

11.5 **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF). IN ADDITION, EACH OF THE PARTIES HERETO SUBMITS TO LOCAL JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA AND AGREES THAT ANY ACTION BY ANY PARTY HEREUNDER SHALL BE INSTITUTED IN THE STATE OF PENNSYLVANIA.

11.6 **Entire Agreement; Amendments.** This Agreement, the Schedules hereto, and all documents, certificates and other documents to be delivered by the parties pursuant hereto represent the entire understanding and agreement among Buyer and Sellers with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing duly executed by each of the parties hereto. This Agreement may not be amended or modified except by an instrument in writing signed by Sellers and Buyer.

11.7 **Schedules.**

(a) The parties acknowledge and agree that (i) matters reflected in the Schedules are not necessarily limited to the matters required by the Agreement to be disclosed in the Schedules,

(ii) the Schedules may include certain items and information solely for informational purposes, for the convenience of the parties and (iii) the disclosure by Sellers of any matter in the Schedules shall not be deemed to constitute an acknowledgment by Sellers that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Schedules are not intended to imply that such amounts are within or outside the ordinary course of business for purposes of the Agreement.

(b) If and to the extent any information required to be furnished in any section of the Schedules is contained in the Agreement or in any section of the Schedules, such information shall be deemed to be included in all sections of the Schedules to the extent that the relevance of any such information to any other section of the Schedules is readily apparent from the text of such disclosure.

(c) Sellers have disclosed the information contained in the Schedules solely for purposes of the Agreement, and no information contained therein shall be deemed to be an admission by any Party thereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

11.8 **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.8.

11.9 **Headings.** The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope thereof.

11.10 **Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in a .pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

11.11 **Severability.** To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect. If any term or provision of this Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement. In the event that the FCC determines that this Agreement does not comply with the Communications Laws (or causes any party to not comply

with the Communications Laws), the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves in all material respects the parties' rights, benefits and obligations under this Agreement.


11.12 **FCC Approval**. Notwithstanding any provision to the contrary herein, Buyer's rights under this Agreement are subject to the Communications Laws. Buyer and Sellers agree to use their respective commercially reasonable best efforts to obtain any approval required by the FCC for any action or transaction contemplated under this Agreement.

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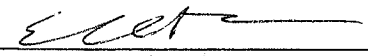
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer and Sellers as of the date first written above.

SELLERS:

**PEAK MEDIA OF PENNSYLVANIA
LICENSEE LLC**

By: 
Name: ELLIOT EVERS
Title: PRESIDENT

PEAK MEDIA OF PENNSYLVANIA LLC

By: 
Name: ELLIOT EVERS
Title: CEO

BUYER:

JOHNSTOWN (WWCP-TV), INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer and Sellers as of the date first written above.

SELLERS:

**PEAK MEDIA OF PENNSYLVANIA
LICENSEE LLC**

By: _____

Name: _____

Title: _____

PEAK MEDIA OF PENNSYLVANIA LLC

By: _____

Name: _____

Title: _____

BUYER:

JOHNSTOWN (WWCP-TV), INC.

By: 

Name: Michael Anderson

Title: President