

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of July 19, 2012, is between Jackson Broadcasting LLC, a Delaware limited liability company (the "Seller"), and WDBD, LLC, a Delaware limited liability company ("Buyer").

### Recitals

- A. Seller owns and operates television broadcast station WDBD in Jackson, Mississippi (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").
- B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

### AGREEMENT

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

### ARTICLE 1

#### PURCHASE OF ASSETS

1.1 **Station Assets.** On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are used or useful in the operation of the Station (the "Station Assets"), free and clear of all liens, claims and encumbrances ("Liens") except Permitted Liens (defined below), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including without limitation those described on Schedule 1.1(a), and all Seller Permits (defined below), including without limitation any renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Station, including without limitation those listed on Schedule 1.1(b) (the "Tangible Personal Property");

(c) all of Seller's right, title, and interest in and to the real property used or held for use in the operation of the Station (including without limitation any appurtenant

easements and improvements located thereon or related thereto), to the extent listed on Schedule 1.1(c) (the “Real Property”);

(d) all of the following contracts, agreements, and leases used in the Station’s business (the “Station Contracts”); (i) all of the contracts, agreements, and leases listed on Schedule 1.1(d), including, without limitation (A) all agreements for the sale of advertising time on the Station, (B) the Station’s allocated portion of the rights under the Shared Contracts as described in Section 1.3, (C) the real property leases listed on Schedule 1.1(c), (D) the Station’s existing network affiliation agreement, (E) the retransmission agreements listed on Schedule 2.8(b), and (F) subject to Section 5.11(a), all Employment Agreements to which a Transferred Employee (as defined below) is a party, and (ii) all other contracts and agreements entered into by Seller and relating to the Station between the date of this Agreement and the Closing Date in compliance with Section 4.1;

(e) all of the Station’s accounts receivable and any other rights to payment of cash consideration (including without limitation all rights to payments under the Station’s network affiliation agreement, whether or not offset) for goods or services sold or provided by the Station prior to the Effective Time (defined below), except as such accounts receivable and other rights to payment relate to income tax assets or the Excluded Assets (as defined below) (the “Accounts Receivable”);

(f) all prepaid expenses and deposits with respect to the Station held by third parties in the Seller’s name;

(g) all call letters and Seller’s rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used in the operation of the Station, including without limitation those listed on Schedule 1.1(g) (the “Intangible Property”); and

(h) Seller’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including without limitation the Station’s local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

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

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments, other than as set forth in Section 1.1(f);

(b) all tangible and intangible property of Seller retired or disposed of between the date hereof and Closing in accordance with Article 4;

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

(d) Each of Seller's corporate and trade names unrelated to the operation of the Station, charter documents, and books and records relating to the organization, existence or ownership of Seller, and all records not relating to the operation of the Station;

(e) rights, claims or causes of action of Seller against third parties that arise in connection with the discharge by Seller of the Retained Obligations or that relate to the Excluded Assets;

(f) all rights arising under this Agreement and any contract other than any Station Contract;

(g) all personnel records and other records that Seller is required by law to retain in its possession and all records relating to Retained Obligations or Excluded Assets;

(h) all claims of Seller with respect to any Tax refunds to the extent attributable to a taxable period ending on or prior to the Closing Date;

(i) all receivables owed to Seller by any of its affiliates;

(j) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(k) all Employment Agreements and Seller Plans (as defined below), other than Employment Agreements to which a Transferred Employee is a party (but subject to Section 5.11(a) with respect to such Employment Agreements);

(l) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller or any of its affiliates;

(m) any off the shelf computer software and programs used in the operation of the Station that are not transferable;

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

(o) the assets listed on Schedule 1.2(o).

### 1.3 **Shared Contracts.**

(a) The Station Contracts set forth on Schedule 1.3(a) are used in the operation of multiple stations or other business units (the "Shared Contracts"). The rights and

obligations under the Shared Contracts shall be equitably allocated among stations in a manner reasonably determined by Seller in accordance with the following equitable allocation principles:

- (i) any allocation set forth in the Shared Contract shall control;
- (ii) if none, then any allocation previously made by Seller in the ordinary course of Station operations shall control;
- (iii) if none, then the quantifiable proportionate benefit to be received by the parties after Closing shall control; and
- (iv) if not quantifiable, then reasonable accommodation shall control.

(b) Buyer shall cooperate with Seller (and any third party designated by Seller) in such allocation, and the Station Contracts (and Assumed Obligations (defined below)) will include only Buyer's allocated portion of the rights and obligations under the Shared Contracts (without need for further action and whether such allocation occurs before or after Closing). To the extent reasonably practicable, such allocation will occur by termination of the Shared Contract with respect to the Station and execution of new contracts. Buyer's allocated portion of the Shared Contracts will not include any group discounts or similar benefits specific to Seller or its affiliates.

(c) **Assumption of Obligations.** On the Closing Date (defined below), Buyer shall assume (i) the obligations of Seller arising during, or attributable to, any period of time on or after the Effective Time under the Station Contracts (other than those Station Contracts that are not assigned to Buyer on or prior to the Effective Time) and the FCC Licenses, (ii) all obligations arising during, or attributable to, any period of time on or after the Effective Time and relating to the Station Assets, (iii) all of the Station's accounts payable for goods or services sold or provided by the Station prior to the Effective Time, except as such accounts payable relate to income tax liabilities or the Excluded Assets, but including, without limitation, unpaid sales commissions related to the sale of advertisements broadcast on the Station prior to the Effective Time in respect of Accounts Receivable outstanding at the Effective Time and sales commissions related to the sale of advertisements to be broadcast on the Station after the Effective Time (the "Accounts Payable"); and (iv) and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.7 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations"). The Retained Obligations include, without limitation, (A) all liabilities and obligations for Taxes (i) for all taxable periods of Seller, any of their respective subsidiaries and any of their respective affiliates, in the case of Taxes relating to the Excluded Assets, (ii) for all taxable periods (or portions thereof) ending on or prior to (or, to the extent attributable to the portion of such period ending on the day of Closing, including) the day of Closing, in the case of Taxes relating to the Station Assets, and (iii) under any Tax allocation, sharing or similar agreement (whether oral or written) to which Seller is a party, (B) all

liabilities and obligations arising under or with respect to the Seller Plans (defined below), (C) all of Seller's obligations under any contracts and agreements of Seller with Roundtable Broadcasting LLC, or CapitalSource Finance LLC or any of its affiliates, and (D) all liabilities or obligations relating to the Excluded Assets.

1.4 **Purchase Price.** In consideration for the sale of the Station Assets to Buyer, at Closing, Buyer shall pay to Seller, by wire transfer of immediately available funds to an account designated by Seller, an amount equal to Twelve Million and No/100ths Dollars (\$12,000,000.00) (the "Initial Amount") as adjusted by the preliminary Adjustment Amount as set forth in Section 1.6 (the "Closing Payment").

1.5 **Deposit.** Within one (1) business day of the entry into an escrow agreement in substantially the form attached hereto as **Exhibit A** (the "Escrow Agreement"), by and among Buyer, Seller and Wells Fargo Bank, N.A. or another escrow agent mutually agreeable to the parties hereto (the "Escrow Agent"), Buyer shall make a cash deposit in immediately available funds in an amount equal to 5% of the Initial Amount (the "Deposit") to be governed by the terms of this Agreement and the Escrow Agreement. The Escrow Agent's fees and charges shall be borne equally by Buyer and Seller. At Closing, the Deposit shall be disbursed to Seller to an account designated by Seller and applied to the Closing Payment and any interest accrued thereon shall be disbursed to Buyer to an account designated by Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(f) or Section 10.1(h), in either case, due to a breach by Buyer of the representations and warranties of Buyer set forth in Section 3.5 or the covenants of Buyer set forth in Section 1.9, or by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller to an account designated by Seller. If this Agreement is terminated by Seller or Buyer pursuant to Section 10.1 for any other reason, then the Deposit and any interest accrued thereon shall be disbursed to Buyer to an account designated by Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit within such one (1) business day period after entry into the Escrow Agreement constitutes a material default as to which the Cure Period under Section 10.2 does not apply, entitling Seller to immediately terminate this Agreement.

#### 1.6 **Prorations and Adjustments.**

(a) All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with accounting principles generally accepted in the United States ("GAAP") as of 12:01 a.m. on the day of Closing (the "Effective Time"). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except Transfer Taxes as provided by Section 11.1), music and other license fees, employee performance incentives set forth in employment agreements or annual compensation plans, any vacation for Transferred Employees (defined below) to the extent Buyer gives such Transferred Employees credit for the same (except accruals for the fiscal year of Seller in which Closing occurs, for which there shall be no adjustment), utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items.

(b) Seller shall receive a credit for all of the Station's deposits and prepaid expenses. To the extent not paid by Seller in accordance with its normal payment practices, sales commissions related to the sale of advertisements broadcast on the Station prior to the Effective Time shall be the responsibility of Buyer. Sales commissions related to the sale of advertisements broadcast on the Station after the Effective Time shall be the responsibility of Buyer.

(i) All Taxes (defined below), other than Transfer Taxes (defined below), related to the Station Assets accrued or accruable with respect to events occurring on or prior to the day of Closing shall be borne by Seller. For this purpose, the day of Closing shall be treated as the last day of a taxable period, whether or not the taxable period in fact ends on such day. All Taxes related to the Station Assets accrued or accruable with respect to events occurring after the close of business on the day of Closing shall be borne by Buyer.

(ii) Real and personal property Taxes, if any, with respect to the Station Assets shall be pro-rated on a per diem basis. Sales and use Taxes shall be deemed to accrue as property is purchased, sold, used, or transferred. All other Taxes shall accrue in accordance with GAAP.

(c) With respect to trade, barter or similar agreements for the sale of time for goods or services ("Barter") assumed by Buyer pursuant to Section 1.4, if at Closing the Station has an aggregate negative or positive Barter balance (i.e., the amount by which the value of air time to be provided by the Station after the Effective Time exceeds, or conversely, is less than, the fair market value of corresponding goods and services), in which event such excess or deficiency, as the case may be, shall be treated either as prepaid time sales or a receivable of Seller, and adjusted for as a proration in Buyer's or Seller's favor, as applicable. In determining Barter balances, the value of air time shall be based upon the value of Seller's rates as of the Effective Time, and the corresponding goods and services shall include those to be received by the Station after Closing plus those received by the Station before Closing to the extent conveyed to Buyer as a part of the Station Assets.

(d) Seller shall receive a credit for all of the Accounts Receivable outstanding at the Effective Time in an amount equal to the aggregate book value thereof, net of a reserve for uncollectible amounts, as determined in accordance with GAAP. Buyer shall receive a credit for all Accounts Payable of Seller with respect to the Station that are outstanding at the Effective Time in an amount equal to the aggregate book value thereof, including, without limitation, unpaid sales commissions related to the sale of advertisements broadcast on the Station prior to the Effective Time in respect of Accounts Receivable outstanding at the Effective Time.

(e) No later than five (5) business days prior to the scheduled Closing Date, Seller shall provide Buyer with a statement setting forth a reasonably detailed computation of Seller's reasonable and good faith estimate of the Adjustment Amount (defined below) as of Closing (the "Preliminary Adjustment Report"). As used herein, the "Adjustment Amount" means the net amount by which the Initial Amount is to be increased or decreased in

accordance with this Section 1.6. If the Adjustment Amount reflected on the Preliminary Adjustment Report is a credit to Buyer, then the Initial Amount payable at Closing shall be reduced by the amount of the preliminary Adjustment Amount, and if the Adjustment Amount reflected on the Preliminary Adjustment Report is a charge to Buyer, then the Initial Amount payable at Closing shall be increased by the amount of such preliminary Adjustment Amount. For a period of ninety (90) days after Closing, Seller and its auditors and Buyer and its auditors may review the Preliminary Adjustment Report and the related books and records of Seller with respect to the Station, and Buyer and Seller will in good faith seek to reach agreement on the final Adjustment Amount. If agreement is reached within such 90-day period, then promptly thereafter Seller shall pay to Buyer or Buyer shall pay to the Seller, as the case may be, an amount equal to the difference between (i) the agreed Adjustment Amount and (ii) the preliminary Adjustment Amount indicated in the Preliminary Adjustment Report. If agreement is not reached within such 90-day period, then the dispute resolutions of Section 1.6(f) shall apply.

(f) If the parties do not reach an agreement on the Adjustment Amount within the 90-day period specified in Section 1.6(e), then Seller and Buyer shall select KPMG, LLP or another independent accounting firm of recognized national standing as the parties hereto may agree (the “Arbitrating Firm”) to resolve the disputed items. Buyer and Seller shall each inform the Arbitrating Firm in writing as to their respective positions with respect to the Adjustment Amount, and each shall make available to the Arbitrating Firm any books and records and work papers relevant to the preparation of the Arbitrating Firm’s computation of the Adjustment Amount. The Arbitrating Firm shall be instructed to complete its analysis within thirty (30) days from the date of its engagement and upon completion to inform the parties in writing of its own determination of the Adjustment Amount, the basis for its determination and whether its determination is within the Mid-Range (defined below) or if not, whether it is closer to Buyer’s or Seller’s written determination of the Adjustment Amount. Any determination by the Arbitrating Firm in accordance with this Section shall be final and binding on the parties. Within five (5) calendar days after the Arbitrating Firm delivers to the parties its written determination of the Adjustment Amount, Seller shall pay to Buyer, or Buyer shall pay to Seller, as the case may be, an amount equal to the difference between (i) the Adjustment Amount as determined by the Arbitrating Firm and (ii) the preliminary Adjustment Amount indicated in the Preliminary Adjustment Report.

(g) If the Arbitrating Firm’s determination of the Adjustment Amount is within the Mid-Range, then Seller and Buyer shall each pay one-half of the fees and disbursements of the Arbitrating Firm in connection with its analysis. If not, then (i) if the Arbitrating Firm determines that the written position of Buyer concerning the Adjustment Amount is closer to its own determination, then Seller shall pay the fees and disbursements of the Arbitrating Firm in connection with its analysis, or (ii) if the Arbitrating Firm determines that the written position of Seller concerning the Adjustment Amount is closer to its own determination, then Buyer shall pay the fees and disbursements of the Arbitrating Firm in connection with its analysis. As used herein, the term “Mid-Range” means a range that (i) equals twenty percent (20%) of the absolute difference between the written positions of Buyer and Seller as to the Adjustment Amount and (ii) has a midpoint equal to the average of such written positions of Buyer and Seller.

(h) Concurrently with the payment of any amount required to be paid under Section 1.6(e) or 1.6(f), the payor shall pay the payee interest on such amount for the period from the Closing Date until the date paid at a rate equal to ten percent (10%) per annum. The Initial Payment as adjusted by Adjustment Amount as such amount is finally determined pursuant to this Section 1.6 shall be the "Purchase Price." All payments to be made under Section 1.6 shall be paid by wire transfer in immediately available funds to the account of the payee at a financial institution in the United States and shall for all purposes constitute an adjustment to the Purchase Price.

**1.7 Allocation.**

After Closing, Buyer and Seller will allocate the Purchase Price and the value of the Assumed Obligations in accordance with the respective fair market value of Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder (the "Code"), based upon an appraisal by Bond & Pecaro (whose fees shall be paid one-half by Seller and one-half by Buyer). Buyer and Seller shall file its federal tax returns and other tax returns reflecting the allocation made pursuant to this Section.

**1.8 Closing.** The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place at Buyer's offices at 2131 Ayrsley Town Blvd., Suite 300, Charlotte, North Carolina 28273, on the fifth business day after the date on which the FCC's approval of the FCC Application becomes a Final Order (the "FCC Consent"). For purposes of this Agreement, "Final Order" means an FCC order (a) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (b) with respect to which no appeal, request for stay, or petition for rehearing, reconsideration or review by any person or entity, or by the FCC on its own motion, is pending, and (c) as to which the time for filing any such appeal, request, petition or similar pleading or the time for reconsideration or review by the FCC on its own motion under the rules of the FCC has expired (or if any such appeal, request, petition or similar pleading has been filed, the FCC's order has been upheld and no additional review or reconsideration has been sought and the time for seeking such review or reconsideration has expired). Buyer and Seller may mutually agree on a different date for the Closing, subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

**1.9 FCC Consent.**

(a) Within ten (10) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Licenses to Buyer (the "FCC Application"). Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Buyer and Seller shall notify each other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby.



Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.10 **Bulk-Sales Laws.** Buyer hereby waives compliance by Seller with the requirements and provisions of any “bulk-transfer” laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Station Assets to Buyer; provided, however, Seller agrees (i) to pay and discharge when due or to contest or litigate all claims of creditors which are asserted against Buyer or the Station Assets by reason of such noncompliance, (ii) to indemnify, defend and hold harmless Buyer from and against any and all such claims in the manner provided in Article 9 and (iii) to take promptly all necessary action to remove any Lien which is placed on the Station Assets by reason of such noncompliance.

## ARTICLE 2

### SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer. As used in this Agreement, “to the knowledge of Seller” means to the actual knowledge of the Station’s general manager, chief financial officer, and chief engineer.

2.1 **Organization.** Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

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

2.3 **No Conflicts.** Except as set forth on Schedule 2.3 and except for the FCC Consent, the Required Consents and any other third party consents as may be required to assign the Station Contracts, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby or thereby do not (i) conflict with any organizational documents of Seller, (ii) conflict with, result in a breach of, or give rise to a right of termination or acceleration or constitute a default under any Station Contracts, in each case, the extent such conflict, breach, right of termination or acceleration, or default would reasonably be expected to have a Material

Adverse Effect (as such term is defined in Section 2.16), (iii) conflict in any material respect with or any law, judgment, order, or decree to which Seller is subject, or (iv) require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority, or require the consent of any third party pursuant to any contract, to the extent the lack of such consent or approval, or the failure to make such filing, would reasonably be expected to have a Material Adverse Effect.

**2.4 FCC Licenses.** Except as set forth on Schedule 1.1(a):

(a) Seller is the holder of the FCC Licenses described on Schedule 1.1(a). Seller has delivered true and complete copies of the FCC Licenses to Buyer. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

(b) Except as set forth in Schedule 2.4(b): (i) there is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability); (ii) there is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action; and (iii) the Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC.

(c) The towers and other structures of Seller used in the ownership and operation of the Station are obstruction marked and lighted to the extent required by, and in accordance with, the rules and regulations of the Federal Aviation Administration (the "FAA"), the FCC and other federal, state and local authorities and appropriate notifications to the FAA and registrations with the FCC have been filed for such towers and other structures where required.

(d) Schedule 2.4(d) contains a list of all material permits which are required for the operation of the business of the Station as presently conducted, other than the FCC Licenses ("Seller Permits"). Seller currently has all Seller Permits. Seller is not in default or violation, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation, in any material respect of any term, condition or provision of any Seller Permit and, to the knowledge of Seller, there are no facts or circumstances which could form the basis for any such default or violation. None of the Seller Permits will be materially impaired by the consummation of the transactions contemplated by this Agreement.

**2.5 Taxes.**

(a) Seller has, in respect of the Station's business and as to each of the Station Assets, filed all material foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes shown thereon as due and payable, except, in each case,

any taxes or assessments being contested in good faith.. Seller is not a foreign person within the meaning of Section 1445 of the Code.

(b) For purposes of Section 2.5(a) and for all other purposes of this Agreement, “Tax” (and, in the plural, “Taxes”) shall mean (i) any domestic or foreign federal, state or local taxes, charges, fees, levies, imposts, duties and governmental fees or other like assessments or charges of any kind whatsoever (including, but not limited to, any income, net income, gross income, receipts, windfall profit, severance, property, production, sales, use, license, excise, registration, franchise, employment, payroll, withholding, alternative or add-on minimum, intangibles, ad valorem, transfer, gains, stamp, estimated, transaction, title, capital, paid-up capital, profits, occupation, premium, value-added, recording, real property, personal property, inventory and merchandise, business privilege, federal highway use, commercial rent or environmental tax), (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i) and (iii) any liability in respect of any items described in clauses (i) and/or (ii) payable by reason of contract, assumption, transferee liability, operation of law, Section 1.1502-6(a) (or any predecessor or successor thereof) of the treasury regulations promulgated under the Code (or any analogous or similar provision under law) or otherwise.

(c) For all purposes of this Agreement, “Transfer Taxes” shall mean any sales, use, stamp, documentary, filing, recording, transfer, real estate transfer, stock transfer, gross receipts, registration, duty, securities transactions or similar fees or taxes or governmental charges (together with any interest or penalty, addition to tax or additional amount imposed) as levied by any taxing authority in connection with the transactions contemplated by this Agreement.

2.6 **Personal Property.** Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on Schedule 1.1(b), Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens (defined below). Except as set forth on Schedule 1.1(b), all material items of Tangible Personal Property are in normal operating condition, ordinary wear and tear excepted. As used herein, “Permitted Liens” means, collectively, the Assumed Obligations, the shared use arrangements exclusively with respect to the Shared Contracts described in Section 1.3, Liens for taxes not yet due and payable as to which current accruals have been established on monthly financial statements consistent with GAAP, and Liens that will be released at or prior to Closing, and such other easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value or marketability of title of the property subject thereto or impair the use thereof in the ordinary course of the business of the Station.

## 2.7 **Real Property.**

(a) Schedule 1.1(c) contains a description of all Real Property used or held for use in the operation of the Station. Seller has actual and exclusive possession of each parcel of owned real property described on Schedule 1.1(c) (the “Owned Real Property”) and good, marketable, insurable title in fee simple to the Owned Real Property, free and clear of Liens

(except as set forth on Schedule 1.1(c)) and other than Permitted Liens. The Liens listed on Schedule 1.1(c) will be released upon payment of the Closing Payment. All buildings, improvements and other property on the Owned Real Property have received all approvals of governmental authorities (including, without limitation, certificates of occupancy, permits and licenses) required in connection with the ownership or operation thereof and have been operated and maintained in accordance with applicable legal requirements and are not in material violation of any applicable zoning, building code or subdivision ordinance, regulation, order or law or restrictions or covenants of record, and are in satisfactory condition and repair for continued use in the ordinary course of business of the Station consistent with past practices. Seller has not received any written notice from any government body (i) requiring Seller to correct any condition with respect to the Owned Real Property by reason of a violation of any law or (ii) threatening or contemplating modification, cancellation or non-renewal of any such approvals, certificates of occupancy, permits and licenses. There are no leases, subleases, licenses, concessions or other agreements, written or oral, granted by Seller to any party or parties which grant to any such party or parties the right of use or occupancy of any portion of the Owned Real Property, except as set forth on Schedule 1.1(c).

(b) Schedule 1.1(c) includes a description of all real property and interests in real property leased by Seller as lessee or lessor and used or held for use in the operation of the Station and a description of all contracts, leases or similar agreements with respect thereto (the "Real Property Leases"). Seller (x) has a valid, binding and enforceable leasehold interest in and to each Real Property Lease; and (y) holds good leasehold title to and actual and exclusive possession of, the premises leased pursuant to each such Real Property Lease, free and clear of all Liens other than Permitted Liens and Liens that will be released upon payment of the Closing Payment.

(c) To Seller's knowledge, the Real Property is not subject to: (i) any litigation, or (ii) any suit for condemnation or other taking by any public authority. The Real Property constitutes the only Real Property used in or related to Seller's business of the Station. Seller, on behalf of the Station, does not hold a contractual right of obligation to purchase or acquire any real estate interest. No person has an option, right of first refusal or other contractual right or obligation to acquire title to the Real Property or any portion thereof or interest therein. For purposes of this Agreement, "person" shall mean any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

(d) All of the personal property, fixtures and improvements owned by Seller and included on or in all Real Property are in good operating condition and repair and are in a satisfactory condition for the continued use of such Real Property in the ordinary course of the business of the Station consistent with past practices, ordinary wear and tear excepted.

**2.8 Contracts.** (a) Except as set forth on Schedule 1.1(d), each of the Station Contracts (including without limitation each of the Real Property Leases) included in the Assumed Obligations is in effect and is binding upon Seller and, to the knowledge of Seller, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its

obligations under each of the Station Contracts included in the Assumed Obligations in all material respects, and is not in material default thereunder, and to the knowledge of Seller, no other party to any of the Station Contracts is in default thereunder in any material respect. Schedule 1.1(d) sets forth all contracts related to the Station that are for Barter and the terms of such Barter.

(b) Schedule 2.8(b) sets forth a list of all retransmission agreements entered into by or on behalf of the Station as of the date hereof (the “Retransmission Agreements”), along with the following information for each such agreement: (i) name and address of the parties, (ii) date of execution, (iii) date of expiration, and (iv) fees payable to the Station. Seller has performed its obligations under each of the Retransmission Agreements in all material respects, and is not in material default thereunder, to the knowledge of Seller, no other party to any of the Retransmission Agreements is in default thereunder in any material respect. Each of the Retransmission Agreements is assignable to Buyer by Seller.

2.9 **Environmental.** To Seller’s knowledge, except as set forth on Schedule 2.9, no hazardous or toxic substance, material or waste regulated under or pursuant to any applicable environmental, health or safety law, rule, regulation or other legal requirement (collectively “Environmental Laws”) has been generated, stored, transported or released on, in, from or to the Owned Real Property and no hazardous or toxic substance, material or waste regulated under or pursuant to any applicable Environmental Law has been generated, stored, transported or released by the Seller on, in, from or to the premises leased pursuant to each Real Property Lease in material violation of Environmental Laws. Except as set forth on Schedule 2.9, the operations of the Station Assets and the Real Property are, and have been, in compliance in all material respects with all Environmental Laws which compliance includes obtaining, maintaining and complying with all Permits required under Environmental Laws to operate the Station Assets. Neither Seller, the Station Assets, nor the Owned Real Property or, to the Knowledge of the Seller, the premises leased pursuant to each such Real Property Lease is subject to any pending or, to the knowledge of Sellers, threatened investigation, claim, action, proceeding, or suit alleging noncompliance with or potential liability under any Environmental Laws and, to the knowledge of Sellers, there are no current facts, circumstances or conditions arising out of or relating to the operations or ownership of the Station Assets or of the Real Property that would reasonably be expected to result in Buyer or Seller incurring liabilities under Environmental Laws. Seller has made available to Buyer copies of all material environmental reports, assessments, audits, inspections, claims, notices, correspondence, judgments, and related materials related to environmental matters pertaining to the operation of the Station Assets that are in the possession or control of Seller.

2.10 **Intangible Property.** Schedule 1.1(g) contains a description of the material Intangible Property included in the Station Assets. To the knowledge of Seller, (i) Seller’s use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) the Intangible Property is not the subject of any pending or, to the knowledge of Seller, threatened legal proceedings, which involve a claim of infringement, unauthorized use or violation by any person and (iii) Seller has not received any written notice of any threatened claim of infringement, unauthorized use or violation by any person against Seller or any of the Station challenging the ownership, use, validity or enforceability of any Intangible Property.

Except as set forth on Schedule 1.1(g), to the knowledge of Seller, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens and such use does not violate in any material respect any other right of any other person (including pursuant to any non-disclosure agreement).

## 2.11 Employees.

(a) Seller is not a party to a collective bargaining or similar agreement with respect to Station employees. There is no union organization activity involving any of the Station employees pending or, to the knowledge of Seller, threatened. Except as set forth on Schedule 2.11(a), (i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Station's business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, and (ii) there is no unfair labor practice charge or complaint against Seller in respect of the Station's business pending or to the knowledge of Seller threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Station's business.

(b) Schedule 2.11(b) sets forth a correct and complete list of: (i) all employment, individual consulting or compensation agreements to which Seller has any obligation or liability (contingent or otherwise) with respect to Station employees (the "Employment Agreements") and (ii) all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and all other employee benefit plans, policies, agreements or arrangements (including but not limited to severance, change in control, retention or similar agreements or arrangements), other than the Employment Agreements, for the benefit of current or former Station employees (or their eligible dependents or beneficiaries) or for which Seller has any obligation or liability, contingent or otherwise (the "Seller Plans"). Correct and complete copies of each Employment Agreement and the following documents with respect to each of the Seller Plans have been made available to Buyer, as applicable: (i) the summary plan descriptions for each Seller Plan subject to ERISA, (ii) the plan document or agreement, policy or arrangement for all other Seller Plans (or written summaries of all non-written Seller Plans). Each Employment Agreement and Seller Plan has been maintained in all material respects in accordance with its terms and applicable law, including without limitation the Code and ERISA. Except as set forth on Schedule 2.11(b), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will (i) result in any payment becoming due to any Station employee, (ii) increase any benefits otherwise payable under any Employment Agreement or Seller Plan, (iii) result in the acceleration of the time of payment or vesting of any such benefits under any such agreement or plan, or (iv) require any contributions or payments to fund any obligations under any Seller Plan.

(c) Schedule 2.11(c) sets forth a correct and complete (i) list of all employees employed at the Station, including positions and annualized pay rates for such employees, (ii) list of all Station employees who are on inactive status (including employees who are inactive due to layoff, leave or short-term or long-term disability or other permitted absence from

employment), including the type of leave applicable to such employee, the date on which employee became inactive and the employee's expected date of return to work, if known, (iii) a list of all accrued and unused vacation and sick days credited to each Station employee as of the date of this Agreement and (iv) copy of Seller's severance plan or policy applicable to Station employees

2.12 **Insurance.** Seller maintains insurance policies or other arrangements with respect to the Station and the Station Assets consistent with the requirements of law, and will maintain such policies or arrangements until the Effective Time.

2.13 **Compliance with Law.** To the knowledge of Seller, except as set forth on Schedule 2.13, (i) Seller is in compliance in all material respects with all laws, rules and regulations, and all decrees and orders of any court or governmental authority ("Laws") which are applicable to the operation of the Station, and (ii) to the knowledge of Seller there are no governmental or regulatory claims or investigations pending or, to the knowledge of Seller, threatened against Seller, in each case in respect of the Station, except those affecting the broadcast television industry generally.

2.14 **Litigation.** Except as set forth on Schedule 2.14, (i) there is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against Seller or any of its officers or employees in respect of the Station, or the transactions contemplated by this Agreement, which, in either case, has had or could reasonably be expected to have a Material Adverse Effect, and (ii) Seller is not engaged in any legal action to acquire injunctive relief or recover monies due it for damages sustained by it in connection with the Station.

2.15 **Financial Statements.** Seller has provided to Buyer copies of its statements of operations for the Station (the "Financial Statements") for the years ended December 31, 2009, 2010, for each month in 2011, and for each of the months in 2012 through the month ended March 31, 2012 (the "Financial Statement Date"). The Financial Statements have been prepared in accordance with GAAP consistently applied and, subject to normal recurring year-end adjustments, in the aggregate present fairly in all material respects the results of operations of the Station as operated by Seller for the respective periods covered thereby, except that (i) shared operating expenses (if applicable) are allocated among the television broadcast stations owned by Seller as determined by Seller, and (ii) such statements do not include income tax expense or benefit, interest income and expense, disclosures required by GAAP in notes accompanying the financial statements, retiree benefit expense (pension, health insurance, etc.), non-cash compensation expenses associated with the discount given to employees on stock purchases, certain revenues and expenses associated with operating the Station as a group and expenses attributable to the adoption of accounting pronouncements.

2.16 **Absence of Certain Developments.** Except as expressly contemplated by this Agreement, or as set forth on Schedule 2.16, since the Financial Statement Date (i) Seller has conducted the business of the Station in all material respects in the ordinary course of business and (ii) there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have a Material Adverse Effect. As used herein, "Material Adverse Effect" means any change or effect that is materially adverse to the properties, operations,

business, financial condition or results of operation of the Station, other than any change, effect, event or occurrence resulting from (i) changes in the United States economy in general or the Station's DMA (as determined by Nielsen Media Research) in general, (ii) changes in general local, domestic, foreign, or international economic conditions, (iii) changes in the United States broadcasting industry in general, (iv) any acts of war, sabotage, or terrorism, or any military action, or outbreak of hostilities, or the escalation thereof, (v) the announcement of the existence of this Agreement or the transactions contemplated hereby, (vi) any action required by this Agreement, or (vii) any changes in applicable laws or accounting rules or principles, including changes in GAAP.

2.17 **Sufficiency of Assets; Absence of Undisclosed Liabilities.** The Station Assets include all assets that are owned or leased by Seller and used in the operation of the Station in all material respects as currently operated, except for the Excluded Assets. The Station Assets, the FCC Licenses, and the Seller Permits are sufficient for Buyer to conduct the Station's business from and after the Closing Date without interruption and in the ordinary course of business as it has been conducted by Seller. Seller does not have any liabilities or indebtedness of any kind of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP other than those liabilities (i) which are reflected or reserved against in the Financial Statements and the notes thereto, or (ii) which constitute current liabilities incurred in Seller's ordinary course of business since the Financial Statement Date.

2.18 **Financial Advisors.** Except as set forth on Schedule 2.18, no person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the transactions contemplated by this Agreement and no person is or will be entitled to any fee or commission or like payment in respect thereof.

2.19 **Related Party Transactions.** Each Station Contract, between Seller on the one hand, and any affiliate of Seller or any officer, director or employee of Seller on the other hand, other than any Station Contracts included in the Retained Obligations, is on commercially-reasonable terms no more favorable to the affiliate, director, officer or employee of Seller than what any third party negotiating on an arms-length basis would expect.

## ARTICLE 3

### BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 **Organization.** Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is (or if not required until Closing, as of Closing will be) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.



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

3.3 **No Conflicts.** Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby and thereby does not (i) conflict with any organizational documents of Buyer, (ii) conflict with, result in a breach of, or give rise to a right of termination or acceleration or constitute a default under any material contract of Buyer, (iii) conflict with any law, judgment, order or decree to which Buyer is subject, or (iv) require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

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

3.5 **Qualification.** Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. To the knowledge of Buyer: (i) there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station; (ii) no waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained; and (iii) there are no matters related to Buyer which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application.

3.6 **Financial Advisors.** No person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated by this Agreement and no person is or will be entitled to any fee or commission or like payment in respect thereof.

3.7 **Financing.** On the date hereof, Buyer has available credit facilities for all financing necessary to pay the Closing Payment and to satisfy all of the obligations of Buyer under this Agreement.

## ARTICLE 4

### SELLER COVENANTS

4.1 **Seller's Covenants.** Between the date hereof and the Closing Date, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

- (a) operate the Station in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;
- (b) not materially adversely modify any of the FCC Licenses;
- (c) not, other than in the ordinary course of business, sell, lease, license, convey or dispose of or agree to sell, lease, license, convey or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens;
- (d) upon reasonable notice give Buyer reasonable access during normal business hours to the Station Assets and the Station employees, and furnish Buyer with financial, accounting and other information relating to the Station Assets and the Station employees that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;
- (e) provide Buyer any financial information regarding the Station that is maintained by Seller on an unconsolidated basis and requested by Buyer that is reasonably necessary to satisfy any reporting obligations to the Securities and Exchange Commission or reasonably necessary to obtain acquisition financing for the Station;
- (f) use its commercially reasonable efforts to (i) preserve the present business operations, organization (including without limitation officers and employees) and goodwill of the Station and (ii) preserve the present relationships with persons having business dealings with the Station (including without limitation customers and suppliers);
- (g) maintain (i) all of the Station Assets in their current condition, ordinary wear and tear excepted, and (ii) insurance upon all Station Assets in such amounts and of such kinds comparable to that in effect on the date of this Agreement;
- (h) except as otherwise required by law, (i) not enter into any employment, plan or labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Station, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement or in the ordinary course of business;

(i) not, other than in the ordinary course of business, enter into new Station Contracts or amended or renew any existing Station Contracts; and

(j) exercise all rights of renewal with respect to any Real Property Lease in which Seller is a tenant thereunder that by its terms would otherwise expire.

## ARTICLE 5

### JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 **Confidentiality**. Seller and Buyer are parties to a confidentiality agreement with respect to Seller and its television stations (the “Confidentiality Agreement”). Without limiting the terms of the Confidentiality Agreement, subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except in accordance with the terms of the Confidentiality Agreement.

5.2 **Announcements**. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other. Under no circumstances will Seller announce a “multiple” of the sales price of the Station.

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

5.4 **Risk of Loss**. (a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter. If after the date hereof and prior to the Effective Time any item of material Tangible Personal Property is damaged or destroyed in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business,

(ii) Seller’s representations and warranties, and Buyer’s pre-Closing termination rights and post-Closing indemnification rights, are hereby modified to reflect any such condition to the extent it is repaired or replaced pursuant to Section 5.4(a)(i), and

(iii) if Seller is unable to repair or replace such damaged item by the Closing Date, Seller promptly shall reimburse Buyer for all reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the damaged item after Closing.

(b) If the Station is off the air prior to Closing, then Seller shall use commercially reasonable efforts to return the Station to the air as promptly as practicable in the ordinary course of business. Notwithstanding anything herein to the contrary, if on the day otherwise scheduled for Closing the Station is off the air and such condition is not a Material Adverse Effect, then Closing shall be postponed once to a date five (5) business days after such scheduled Closing Date, subject to Section 10.1. If the Station is still off the air after such five (5) business day postponement, then a Material Adverse Effect shall have been deemed to have occurred regardless if such condition would otherwise constitute a Material Adverse Effect.

5.5 **Environmental.** From the date of this Agreement until August 1, 2012, Buyer and its advisors shall have the right during normal business hours to enter the Real Property for the purpose of conducting Phase I Environmental Site Assessments; provided, no such assessment shall include invasive sampling prior to Closing.

5.6 **Consents.**

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), and (ii) execution of reasonable estoppel certificates by lessors under any Real Property Leases requiring consent to assignment (if any), but no such consents or estoppel certificates are conditions to Closing except for the Required Consents (defined below). Receipt of consent to assign to Buyer each of the following: (i) the Station's affiliation agreement, and (ii) each of the Real Property Leases is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

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

5.7 **Non-Solicitation of Employees.** Subject to Section 5.11,

(a) except as provided in subsection (b) below, for a period of one (1) year from the date hereof, Buyer shall not, without the prior written consent of Seller, solicit for employment, induce or attempt to induce to leave Seller's or an affiliate of Seller's employ, or hire, any employees of Seller or its affiliates staffed in Seller's headquarters or at any other

television station owned by Seller or its affiliates (other than (i) general solicitations not directed solely to any such employees; and (ii) any employment or hiring that results from such general solicitation); and

(b) for a period of one (1) year from the date of this Agreement, Seller shall not, without the prior written consent of Buyer, solicit for employment, induce or attempt to induce to leave Buyer's or an affiliate of Buyer's employ, or hire, any employees of Buyer or its affiliates staffed in Buyer's headquarters or at any other television station owned by Buyer or its affiliates (other than (i) general solicitations not directed solely to any such employees; and (ii) any employment or hiring that results from such general solicitation).

5.8 **Accounting Services.** During the first thirty (30) business days after Closing, Buyer shall provide to Seller at no additional cost the services of the Station's business offices, together with reasonable access to related systems and records, for the purposes of closing the books of the Station for the period prior to Closing and of facilitating the distribution of any compensation to the Station's employees, all in accordance with the procedures and practices applied by the business offices for periods prior to Closing.

5.9 **Cooperation on Tax, Accounting and Other Matters; Tax Clearance Certificates.**

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such assistance and information (including without limitation access to books and records) as is reasonably necessary for the filing of Tax Returns relating to the Station Assets, for the preparation of any audit, for the prosecution or defense of any claim relating to any proposed adjustment with respect to Taxes, for year-end accounting requirements and any reports or documents to be filed with any regulatory agency, or for any other reasonable purpose. Buyer and Seller shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 5.9.

(b) At Buyer's request, Seller shall notify all of the taxing authorities for the jurisdictions set forth on Schedule 2.5 of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, if the failure to make such notifications or receive any available tax clearance certificate (such clearance, "Tax Clearance" and such certificate, a "Tax Clearance Certificate") could subject the Buyer to any Taxes of Seller. If, with respect to any application for Tax Clearance made pursuant to this Section 5.9(b), any governmental entity asserts that Seller is liable for any Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

5.10 **Intentionally Omitted.**

5.11 **Employment.**

(a) Seller acknowledges and agrees that Buyer may hire some or all of the Station's employees from and after the consummation of the Closing; it being acknowledged

and agreed by Buyer that any offers of employment to such employees shall be expressly conditioned upon the consummation of the Closing. Notwithstanding the foregoing, Buyer shall have no obligation to hire any of Station's employees and shall have no liabilities of any kind in connection with any such employees arising from their employment by Seller except as specifically set forth herein. Any employees hired by Buyer shall enter into a new employment relationship with Buyer subject to terms and conditions established by Buyer and Buyer shall have no responsibility for any payroll taxes, severance, accrued vacation or sick pay, fringe benefits or other prepaid or deferred obligations for any Station employee who enters into the employment of Buyer arising from any period before such employee enters into an employment relationship with Buyer. Within thirty (30) days prior to the Closing Date, Buyer shall deliver to Seller in writing a list of the employees it intends to offer employment (the "Transferred Employees"). On the Closing Date, Seller shall terminate all employees of the Station.

(i) Seller agrees to use reasonable efforts to facilitate the transition of the Transferred Employees to employment with Buyer as of the Closing Date. Such reasonable efforts shall include affording Buyer reasonable opportunities prior to the Closing Date to review employment records (other than medical and individual performance or evaluation records), as permitted by Law, of the Transferred Employees, to discuss terms and conditions of employment with Buyer as of the Closing Date and to distribute to the Transferred Employees forms and documents relating to employment with Buyer to the Transferred Employees.

(ii) Except as prohibited by Law, after the Closing, Seller shall deliver to Buyer originals or copies of all personnel files and records (including medical records, if any, but excluding benefit plan records) related to the Transferred Employees, and Seller shall have reasonable continuing access to such files and records thereafter.

#### 5.12 **Employee Welfare Plans.**

(a) Seller shall be responsible for: (a) claims for medical and dental benefits, disability benefits, life insurance benefits and workers compensation that are incurred prior to the Closing Date; and (b) claims related to "COBRA" coverage attributable to "qualifying events" occurring prior to the Closing Date, in each case with respect to any Transferred Employees and their beneficiaries and dependents. Buyer shall be solely responsible for: (c) medical and dental benefits, disability benefits, life insurance benefits and workers compensation benefits for claims incurred from and after the Closing Date for Transferred Employees; and (d) claims relating to "COBRA" coverage attributable to "qualifying events" occurring from and after the Closing Date, in each case only with respect to any Transferred Employees and their beneficiaries and dependents. For purposes of the foregoing, a medical/dental claim shall be considered incurred when the medical services are rendered or medical supplies are provided, and not when the condition arose. A life insurance or worker's compensation claim shall be considered incurred prior to a particular date if the injury or condition giving rise to the claim occurs prior to such date. A disability claim shall be deemed to be incurred when the employee is declared disabled under the terms of the applicable

disability plan. Transferred Employees shall be given credit under Buyer's welfare plans for deductibles and out-of-pocket expenses incurred while employed by Seller in the relevant calendar year.

## ARTICLE 6

### SELLER CLOSING CONDITIONS

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

#### 6.1 **Representations and Covenants.**

(a) The representations and warranties of Buyer made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified, shall be true and correct in all material respects, as of the date of this Agreement and as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

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

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

6.2 **Proceedings.** Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting or seeking substantial damages with respect to the consummation of the transactions contemplated hereby.

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

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

6.5 **Closing with Vicksburg Broadcasting.** Buyer shall be contemporaneously closing the purchase of WUFX from Vicksburg Broadcasting, LLC.

## ARTICLE 7

### BUYER CLOSING CONDITIONS

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

**7.1 Representations and Covenants.**

(a) The representations and warranties of Seller made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement and as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement and except for inaccuracies of representations or warranties the circumstances giving rise to which, individually or in the aggregate, do not constitute and could not reasonably be expected to have a Material Adverse Effect. Seller may update Schedules 2.14 (Litigation) and 2.16 (Absence of Certain Developments) at any time prior to the Closing Date; provided that Buyer shall not be obligated to consummate the Closing hereunder if any such update discloses facts or circumstances which have had or could reasonably be expected to have a Material Adverse Effect.

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

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

**7.2 Proceedings.** Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting or seeking substantial damages with respect to the consummation of the transactions contemplated hereby.

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

**7.4 Deliveries.** Seller shall have complied with its obligations set forth in Section 8.1.

**7.5 Consents.** The Required Consents shall have been obtained.

**7.6 Closing with Vicksburg Broadcasting.** Buyer shall be contemporaneously closing the purchase of WUFX from Vicksburg Broadcasting, LLC.

**7.7 Material Adverse Effect.** There shall not have occurred any event, change or circumstance that has had or which could reasonably be expected to have a Material Adverse Effect since the Financial Statement Date.

**7.8 Real Property Title.** Buyer shall have received a fully effective title insurance policy (the "Title Policies") on ALTA form (or in the form of commitments marked effective as policies in accordance with this paragraph) under which the title insurer insures marketable fee simple title to the Owned Real Property to the extent Buyer elects to so insure. Such Title Policies shall not be subject to or contain any conditions, requirements or exceptions, except for Permitted Real Property Encumbrances. Buyer shall obtain title commitments and examine title to the Owned Real Property within 30 days after the effective date of this Agreement (the "Title



Examination Period”). Buyer shall advise Seller in writing, during the Title Examination Period, of any title matters that would preclude issuance of the Title Policies in the form required above. If no objections to title are made during the Title Examination Period, then Buyer shall be deemed to have approved all matters of record as of the effective date of this Agreement except mortgages, deeds of trust or other security interests for the payment of loans. “Permitted Real Property Encumbrances” means (i) Permitted Liens and (ii) imperfections of title that, individually or in the aggregate, do not materially detract from the value or impair the present use of the Owned Real Property subject thereto.

## ARTICLE 8

### CLOSING DELIVERIES

8.1 **Seller Documents.** At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (i) good standing certificates issued by the Secretary of State of Seller’s jurisdiction of formation;
- (ii) certified copies of resolutions for Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;
- (iii) the certificate described in Section 7.1(c);
- (iv) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer or Buyer’s designee in a form reasonably satisfactory to Buyer;
- (v) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer in a form reasonably satisfactory to Buyer;
- (vi) an assignment and assumption of leases assigning the Real Property Leases from Seller to Buyer in a form reasonably satisfactory to Buyer;
- (vii) general warranty deeds conveying the Owned Real Property from Seller to Buyer in a form reasonably satisfactory to Buyer;
- (viii) an assignment of marks assigning the Station’s registered marks listed on Schedule 1.1(g) (if any) from Seller to Buyer in a form reasonably satisfactory to Buyer;
- (ix) domain name transfers assigning the Station’s domain names listed on Schedule 1.1(g) (if any) from Seller to Buyer in a form reasonably satisfactory to Buyer;

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

(xi) a bill of sale conveying the other Station Assets from Seller to Buyer in a form reasonably satisfactory to Buyer;

(xii) an affidavit of non-foreign status of Seller that complies with Section 1445 of the Code;

(xiii) UCC Termination Statements with respect to all Liens which have been placed of record on the Station Assets;

(xiv) an instruction letter to the Escrow Agent directing the Escrow Agent to release the Deposit in accordance with Section 1.6;

(xv) such estoppel certificates as Buyer shall have reasonably requested;

(xvi) any and all Tax Clearance Certificates described in Section 5.9(b); and

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

8.2 **Buyer Documents.** At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) the Closing Payment in accordance with Section 1.5 hereof;

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

(iii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;

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

(v) an assignment and assumption of contracts assuming the Station Contracts in form reasonably satisfactory to Seller;

(vi) an assignment and assumption of leases assuming the Real Property Leases in form reasonably satisfactory to Seller;

(vii) domain name transfers assuming the Station's domain names listed on Schedule 1.1(g) (if any);

(viii) an instruction letter to the Escrow Agent directing the Escrow Agent to release the Deposit in accordance with Section 1.6; and

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

## ARTICLE 9

### SURVIVAL; INDEMNIFICATION

9.1 **Survival.** (a) Except as set forth in Section 9.1(b), the representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim (to the extent practicable), then such claim shall survive until the resolution of such claim. The covenants in this Agreement shall survive Closing until performed; provided that the covenants of the parties to be complied with at or prior to the Closing shall survive only for a period of eighteen (18) months after the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim (to the extent practicable), then such claim shall survive until the resolution of such claim.

(b) The representations and warranties in Section 2.5 (Taxes) shall survive the Closing until ninety (90) days following the expiration of the applicable statute of limitations with respect to the particular matter that is the subject matter thereof, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim (to the extent practicable), then such claim shall survive until the resolution of such claim. The representations and warranties contained in Section 2.9 (Environmental) shall survive Closing for a period of sixty (60) months from the Closing Date, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim (to the extent practicable), then such claim shall survive until the resolution of such claim. The representations and warranties contained in Sections 2.1 (Organization) and 2.2 (Authorization) shall survive the Closing indefinitely.

9.2 **Indemnification.**

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including without limitation reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties made under this Agreement; or

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

(iii) the Retained Obligations; or

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

(v) any Transfer Taxes for which Seller is liable pursuant to Section 11.1.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until Buyer's aggregate Damages exceed \$90,000 (the "Deductible"), in which case, Seller shall be required to pay to Buyer the amount of all such Damages in excess of the Deductible, (ii) with respect to Damages arising out of or resulting from Section 9.2(a)(i) (except as otherwise provided in this Section 9.2(b)(iii) below), the maximum liability of Seller shall be an amount equal to 17.5% of the Purchase Price and (iii) with respect to Damages arising out of or resulting from Section 9.2(a)(i) for any breach of representations and warranties under Section 2.1 (Organization), Section 2.2 (Authorization), Section 2.5 (Taxes), Section 2.9 (Environmental) and Section 2.11(b) (Employees) and, solely as such representation relates to title, Sections 2.6 (Personal Property), 2.7 (Real Property) and 2.10 (intangible Property), the maximum liability of Seller shall be an amount equal to the Purchase Price.

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

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

(iii) the Assumed Obligations; or

(iv) the business or operation of the Station after the Effective Time, except for the Retained Obligations.

(d) For purposes of determining the failure of any representations or warranties to be true and correct, the breach of any covenants or agreements, and calculating Damages hereunder any materiality or knowledge qualifications in the representations, warranties, covenants and agreements shall be disregarded.

### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is

subject to indemnification hereunder (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it (such counsel to be reasonably acceptable to the indemnified party). In the event that the indemnifying party does not undertake such defense or opposition in a timely manner (to be no less than thirty (30) days unless earlier action is required), the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party’s cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof, but only to the extent that such assumption does not adversely affect the defense of or opposition to such Claim).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party’s written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

(d) Notwithstanding anything herein to the contrary, Buyer shall have no right to any indemnification under this Article 9 (i) for any matter to the extent such matter was reflected in the calculation of the Adjustment Amount or (ii) resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if Buyer had knowledge of such breach before the Closing Date, regardless of whether such knowledge was obtained through Buyer’s own investigation or through disclosure by Seller, its affiliates or another person, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement.

(e) Seller and Buyer agree to treat any indemnity payment made pursuant to this Article 9 as an adjustment to the Purchase Price for all income Tax purposes.

9.4 **Exclusive Remedy.** From and after the Closing, the right to indemnification and other rights under this Article 9 shall constitute Buyer's (and its affiliates) and Seller's (and its affiliates) sole and exclusive remedies with respect to any and all claims arising under or relating to this Agreement, any agreement or document executed and delivered pursuant to this Agreement, or the transactions contemplated by this Agreement other than any claim for fraud, claims under Section 1.7 and any claims under the terms of the Escrow Agreement.

9.5 **Limitations on Liability.** Notwithstanding anything in this Agreement to the contrary, neither party shall have any liability to the other party under any circumstances for any special, indirect, consequential, punitive, or exemplary damages, or lost profits, diminution in value, or any damages based on any type of multiple.

## ARTICLE 10

### TERMINATION AND REMEDIES

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

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period;
- (d) by Seller or Buyer, at such party's option, in the event the cost of repair or replacement pursuant to Section 5.4 is reasonably expected to exceed \$100,000;
- (e) by Seller or Buyer, at such party's option, at any time after receipt of definitive notice from the Justice Department that it will not approve the transfer of the Station Assets to Buyer as contemplated hereby;
- (f) by Seller or Buyer, at such party's option, at any time after receipt of definitive notice from the FCC that the FCC Application with respect to the Station has been denied;
- (g) by either Buyer or Seller, upon written notice to the other, if there shall be in effect a final, non-appealable order of a court or government administrative agency of competent jurisdiction prohibiting the consummation of the transactions contemplated hereby;

(h) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by December 31, 2012 (the “Outside Date”); or

(i) by Buyer if there shall have occurred any event, change or circumstance that has or which could reasonably be expected to have a Material Adverse Effect since the Financial Statement Date.

10.2 **Cure Period.** Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term “Cure Period” as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) five (5) business days after the scheduled Closing date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the date five (5) business days after the scheduled Closing date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the date five (5) business days after the scheduled Closing date.

10.3 **Effect of Termination.** Neither party may terminate under Sections 10.1(b) or (c) if it is then in material default under this Agreement. If this Agreement is terminated as permitted by Section 10.1, such termination shall be without liability of any party hereto (or any stockholder, director, officer, employee, agent consultant or representative of such party) to any other party to this Agreement; provided, however, the termination of this Agreement shall not relieve any party of any liability for willful breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 5.1 (Confidentiality), 11.1 (Expenses), 11.4 (Notices), 11.10 (Governing Law) and 11.16 (Waiver of Jury Trial) shall survive any termination of this Agreement.

## ARTICLE 11

### MISCELLANEOUS

11.1 **Expenses.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. All governmental fees and charges applicable to any requests for FCC Consent shall be paid by the party upon whom the applicable governmental authority imposes the fee or charge (or shall be shared equally if not imposed upon either party). Buyer and Seller shall each pay one-half of all Transfer Taxes arising out of, in connection with or attributable to the transfer of the Station Assets under this Agreement. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. Each party shall bear one-half of any filing fees in connection with obtaining any approvals under the Communications Act or any other approval or authorization from the FCC.

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

11.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

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

if to Buyer: WDBD, LLC  
Attention: Thomas B. Henson  
2131 Ayrsley Town Blvd, Suite 300  
Charlotte, North Carolina 28273  
Fax: (704) 643-4482

if to Seller: Jackson Broadcasting LLC  
One Great Place  
Jackson, Mississippi 39209  
Attention: Marc Jaromin  
Facsimile: (585) 777-4108

with copy (which  
shall not constitute  
notice) to: Perkins Coie LLP  
131 S. Dearborn Street, Suite 1700  
Chicago, Illinois 60603-5559  
Attention: Michael L. Owen  
Facsimile: (312) 324-9467

CapitalSource Finance LLC  
5404 Wisconsin Avenue, 2<sup>nd</sup> Floor  
Chevy Chase, Maryland 20815  
Attention: C.J. Blagg  
Facsimile: (301) 841-2380

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



11.6 **Entire Agreement.** This Agreement, inclusive of the Schedules and Exhibits hereto, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except the Confidentiality Agreement, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station.

11.7 **No Other Representations and Warranties.** Except for the representations and warranties contained in Section 2 (including the related portions of the Schedules attached hereto), Seller has not made any other express or implied representation or warranty, either written or oral. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 2 (INCLUDING THE RELATED PORTIONS OF THE SCHEDULES ATTACHED HERETO), SELLER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE WHATSOEVER AND ALL WARRANTIES OF TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE.** To the extent Seller becomes aware of any untruth of any representation or warranty of Seller expressly set forth in Section 2 prior to the Closing, Seller shall notify Buyer of such untruth.

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

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

11.10 **Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

11.11 **Waiver of Compliance; Consents.** The rights and remedies of the parties are cumulative and not alternative and may be exercised concurrently or separately. No failure or delay by any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be

discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless it is in writing and signed by the other party; (b) no waiver that may be given by a party shall be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement. Any consent required or permitted by this Agreement is binding only if in writing.

11.12 **Neutral Construction.** Buyer and Seller agree that this Agreement was negotiated at arms-length and that the final terms hereof are the product of the parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by Buyer and Seller, and the provisions hereof should not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision.

11.13 **Cooperation.** After Closing, Buyer shall cooperate with Seller in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Station, whether or not any party has notified the other of a claim for indemnity with respect to such matter. Without limiting the generality of the foregoing, Buyer shall make available its employees to give depositions or testimony and shall furnish all documentary or other evidence that Seller may reasonably request. Seller shall reimburse Buyer for all reasonable and necessary out-of-pocket expenses incurred in connection with the performance of its obligations under this Section 11.13.

11.14 **Not Binding Until Executed.** Neither this Agreement, nor any of the terms and provisions hereof, shall be binding upon or enforceable against any party hereto unless and until this Agreement is executed by the parties hereto.

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

11.16 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**[SIGNATURE PAGE FOLLOWS]**

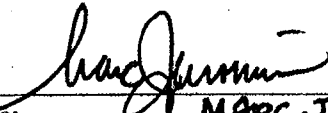
EXECUTION COPY

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

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

**SELLER:**

**JACKSON BROADCASTING LLC.**

By:   
Name: MARC JAROMIN  
Title: PRESIDENT + GM

**BUYER:**

**WDBD, LLC**

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

EXECUTION COPY

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

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

**SELLER:**

**JACKSON BROADCASTING LLC.**

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

**BUYER:**

**WDBD, LLC**

By: Thomas B. Henson  
Name: Thomas B. Henson  
Title: President & CEO