QUALIFIED EXCHANGE ACCOMMODATION AGREEMENT

BETWEEN

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.,

MG BROADCASTING, LLC,

AND

TVPX ACQUISITIONS, INC.

MAY 11, 2006

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QUALIFIED EXCHANGE ACCOMMODATION AGREEMENT

This QUALIFIED EXCHANGE ACCOMMODATION AGREEMENT (this "Accommodation Agreement") is dated as of May 11, 2006, by and among MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC., a Delaware corporation (the "Taxpayer"), MG BROADCASTING, LLC (the "EAT"), and TVPX ACQUISITIONS, INC. (the "EAT Owner").

RECITALS:

WHEREAS, on September 15, 2000, the U.S. Department of the Treasury and the Internal Revenue Service issued Revenue Procedure 2000-37, 2002-2 C.B. 308 (Sept. 13, 2000) (the "Revenue Procedure"), which provides a "safe harbor" for certain like-kind exchanges under Section 1031 of the Internal Revenue Code (the "Code");

WHEREAS, the Taxpayer desires to effect an exchange of certain tangible and intangible property now owned by Taxpayer (the "Relinquished Property") for certain tangible and intangible property that it does not now own (the "Replacement Property") in an exchange qualifying, to the extent possible, under section 1031 of the Code, pursuant to a transaction that comports with and qualifies within the "safe harbor" of the Revenue Procedure (the "Exchange"); and

WHEREAS, the EAT wishes to assist the Taxpayer in this regard by serving as an "Exchange Accommodation Titleholder" (as that term is used and defined in the Revenue Procedure) pursuant to this Accommodation Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Taxpayer, the EAT, and the EAT Owner agree as follows:

AGREEMENTS:

ARTICLE 1
DEFINITIONS

1.1 In addition to the terms defined in the preamble and recitals above, and certain defined terms used solely within a single section herein, each of the following terms shall have in this Accommodation Agreement the meaning given below for such term:

1.1.1 "Accommodation Agreement" shall have the meaning ascribed thereto in the Preamble.

1.1.2 "Accommodation Period" shall mean the period beginning on the day the Qualified Indicia of Ownership of the Relinquished Property are transferred to the EAT and ending on the day that is one hundred eighty (180) days after such transfer; *provided, however*, that in the event that the Taxpayer is entitled to the relief described in Section 17 of Revenue Procedure 2005-27, I.R.B. 2005-20, 1050, or to any other extension of the deadlines under the

Revenue Procedure as a result of a major disaster declaration by the President or otherwise, the Accommodation Period shall be automatically extended for the duration of such extension.

1.1.3 "Act" shall mean the U.S. Communications Act of 1934, as amended.

1.1.4 "Call" shall have the meaning ascribed thereto in Section 4.2.

1.1.5 "Code" shall have the meaning ascribed thereto in the Recitals.

1.1.6 "Communications Laws" shall mean the Act and the rules, regulations and published orders of the FCC.

1.1.7 "Documents" shall include this Accommodation Agreement, the Relinquished Property Contract, the Replacement Property Contract, the Promissory Note, the Mortgage Deeds, the Security Agreements, the Pledge Agreements, the Ultimate Sale Contract, and all other documents provided for or contemplated under this Accommodation Agreement.

1.1.8 "EAT" shall have the meaning ascribed thereto in the Preamble.

1.1.9 "EAT Owner" shall have the meaning ascribed thereto in the Preamble.

1.1.10 "Exchange" shall have the meaning ascribed thereto in the Recitals.

1.1.11 "Exchange Accommodation Titleholder" shall have the meaning ascribed thereto in the Revenue Procedure.

1.1.12 "FCC" shall mean the United States Federal Communications Commission and any successor agency.

1.1.13 "Independent Manager" shall have the meaning ascribed thereto in the Organizational Documents of the EAT.

1.1.14 "Organizational Documents" shall mean, with respect to any entity, any charter, bylaw, operating agreement or other constituent document by which such entity is governed.

1.1.15 "Promissory Note" shall have the meaning ascribed thereto in Section 3.4.

1.1.16 "Put" shall have the meaning ascribed thereto in Section 4.2.

1.1.17 "Qualified Indicia of Ownership" shall mean, with respect to property, legal title to the property, other indicia of ownership of the property under applicable principles of commercial law (*e.g.*, a contract for deed), or interests in an entity that is disregarded as an entity separate from its owner for federal income tax purposes (*e.g.*, a single member limited liability company) and that holds either legal title to the property or such other indicia of ownership.

1.1.18 "Relinquished Property" shall have the meaning ascribed thereto in the Recitals.

1.1.19 "Relinquished Property Contract" shall have the meaning ascribed thereto in Section 3.1.

1.1.20 "Replacement Property" shall have the meaning ascribed thereto in the Recitals.

1.1.21 "Replacement Property Contract" shall have the meaning ascribed thereto in Section 3.2.

1.1.22 "Resale Contract" shall have the meaning ascribed thereto in Section 4.2.

1.1.23 "Revenue Procedure" shall have the meaning ascribed thereto in the Recitals.

1.1.24 "Taxpayer" shall have the meaning ascribed thereto in the Preamble.

1.1.25 "Ultimate Sale Contract" shall have the meaning ascribed thereto in Section 4.1.

1.1.26 "Ultimate Transferee" shall have the meaning ascribed thereto in the Revenue Procedure.

1.1.27 "Wachovia" shall mean Wachovia Bank, National Association.

ARTICLE 2
PURPOSE OF AGREEMENT; INTENT OF PARTIES

2.1 Purpose of Agreement. This Accommodation Agreement is designed and intended to establish a "Qualified Exchange Accommodation Arrangement" and to be a "Qualified Exchange Accommodation Agreement" (as those terms are used and defined in the Revenue Procedure), such that all of the parts of the transaction contemplated herein shall in all regards be within the "safe harbor" of the Revenue Procedure.

2.2 Taxpayer's Intent. The Taxpayer hereby represents and warrants that currently and at the time that the Qualified Indicia of Ownership of the Relinquished Property are transferred to the EAT pursuant to this Accommodation Agreement, it is and will be the Taxpayer's genuine and bona fide intent that such property held by the EAT represents "relinquished property" (as that term is used and defined in the Revenue Procedure) in an exchange that is intended to qualify for nonrecognition of gain (in whole or in part) or loss under Section 1031 of the Code.

2.3 Intent of Parties. All property held by the EAT pursuant to this Accommodation Agreement is being held for the benefit of the Taxpayer in order to facilitate a like-kind exchange under Section 1031 of the Code and the Revenue Procedure.

2.4 Express Agency. The EAT is acting solely as the Taxpayer's agent with respect to the Relinquished Property for all purposes of the Act and the Communications Laws and for all other purposes other than for federal income tax purposes.

ARTICLE 3
ACQUISITION BY THE EAT OF QUALIFIED INDICIA OF OWNERSHIP IN RELINQUISHED PROPERTY; PROMISSORY NOTE

3.1 Relinquished Property. Attached hereto as Exhibit A is a form of contract for the sale of the Relinquished Property from the Taxpayer to the EAT which, among other things, describes the Relinquished Property. Subsequent to the date hereof, at the direction of the Taxpayer, the parties shall execute a contract substantially in the form attached as Exhibit A (the "Relinquished Property Contract"). The EAT will acquire legal title or other Qualified Indicia of Ownership to the Relinquished Property pursuant to the Relinquished Property Contract, subject to the obligation to pay the Taxpayer the net sales proceeds from the subsequent sale of the Relinquished Property to satisfy the indebtedness pursuant to the Promissory Note. The Taxpayer hereby designates the Relinquished Property transferred by it to the EAT pursuant to the Relinquished Property Contract as the Relinquished Property for purposes of Section 1031 of the Code, and the EAT hereby acknowledges such designation.

3.2 Replacement Property. An affiliate of the Taxpayer has the right to acquire certain tangible and intangible assets pursuant to a Stock and Asset Purchase Agreement dated as of April 6, 2006 and attached hereto as Exhibit B-1 (such contract, as it may be amended, the "Purchase Agreement"). Such affiliate shall assign to the Taxpayer its rights to acquire some of the tangible and intangible assets under the Purchase Agreement pursuant to an Assignment substantially in the form attached hereto as Exhibit B-2 (the Purchase Agreement, to the extent assigned pursuant to such Assignment, the "Replacement Property Contract."). The Taxpayer hereby designates the Replacement Property transferred to it pursuant to the Replacement Property Contract as the Replacement Property for purposes of Section 1031 of the Code, and the EAT hereby acknowledges such designation. The acquisition of the Replacement Property pursuant to the Replacement Property Contract will occur at one or more closings as specified in the Replacement Property Contract.

3.3 Exchange First; Use of Qualified Intermediary. Wachovia shall serve as a "qualified intermediary" within the meaning of Treasury Regulation Section 1.1031(k)-1(g)(4) to facilitate the exchange of the Relinquished Property for the Replacement Property. Wachovia and the Taxpayer shall enter into a Qualified Intermediary Exchange Agreement prior to the closing of the Relinquished Property Contract. The Relinquished Property Contract and the Replacement Property Contract shall be assigned to Wachovia pursuant to such Qualified Intermediary Exchange Agreement.

3.4 Promissory Note. As permitted by Section 4.03(3) of the Revenue Procedure, the Taxpayer shall lend funds to the EAT to enable the EAT to purchase the Relinquished Property. Such loan shall be evidenced by a Promissory Note substantially in the form attached hereto as Exhibit C (the "Promissory Note") and shall be secured by the Relinquished Property and by the EAT Owner's membership interests in the EAT, as evidenced by one or more Mortgage Deeds, Security Agreements or Pledge Agreements substantially in the form attached hereto as Exhibit D.

3.4.1 Notwithstanding anything to the contrary contained in this Accommodation Agreement or any other Document between the EAT Owner and the Taxpayer

or any provision of applicable law to the contrary, all of which the Taxpayer expressly waives for itself and its successors and assigns, the Eat Owner's liability under the Promissory Note is limited to all of its right, title, and interest in the EAT; *provided, however*, that the EAT Owner shall remain fully responsible and liable to the Taxpayer for its theft, misappropriation, conversion or misapplication of any funds advanced from the Taxpayer to the EAT under the Promissory Note.

3.4.2 Notwithstanding anything to the contrary contained in this Accommodation Agreement or any other Document between the EAT, the EAT Owner and the Taxpayer or any provision of applicable law to the contrary, all of which the Taxpayer expressly waives for itself and its successors and assigns, no direct or indirect member, shareholder, partner, principal, affiliate, employee, officer, director, agent or representative of the EAT Owner (each, a "Related Party") shall ever have any personal liability for (a) the payment of any sum of money which is or may be payable under the Promissory Note, including, but not limited to, the repayment of the principal sum thereof, or (b) the performance or discharge of any covenants, obligations or undertakings of the EAT or the EAT Owner to pay money under the Promissory Note, and no monetary or deficiency judgment shall be sought or enforced against any Related Party with respect thereto; *provided, however*, that each Related Party shall remain fully responsible and liable to the Taxpayer for his, her or its theft, misappropriation, conversion or misapplication of any funds advanced from the Taxpayer to the EAT under the Promissory Note.

ARTICLE 4
TRANSFER OF RELINQUISHED PROPERTY BY EAT

4.1 Transfer of Relinquished Property to Ultimate Transferee.

4.1.1 The Taxpayer intends to negotiate one or more contracts for the sale of the Relinquished Property to the Ultimate Transferee (the "Ultimate Sale Contracts"). If the Taxpayer is able to enter into one or more Ultimate Sale Contracts, the EAT shall sign a written acknowledgement that (a) it is obligated under this Accommodation Agreement to transfer the Relinquished Property to the Ultimate Transferee pursuant to the Ultimate Sale Contract and to cooperate in obtaining FCC and any other third party consents to such transfer, and (b) at each closing of an Ultimate Sale Contract (i) the EAT shall transfer the Relinquished Property pursuant to and in accordance with such Ultimate Sale Contract, and (ii) the EAT shall be entitled to the sale price for such Relinquished Property as specified in such Ultimate Sale Contract. If directed by the Taxpayer, the EAT shall become a direct party to the Ultimate Sale Contract to evidence such acknowledgement.

4.1.2 At any closing of an Ultimate Sale Contract with respect to Relinquished Property, the EAT shall direct the Ultimate Transferee to pay the purchase price for such Relinquished Property directly to the Taxpayer, on behalf of the EAT, in whole or partial satisfaction of the Promissory Note secured by such Relinquished Property. As permitted by the Revenue Procedure, any variation in the net proceeds of such Relinquished Property and the principal amount of the Promissory Note secured by such Relinquished Property shall be taken into account promptly upon the EAT's disposition of such Relinquished Property as follows: (a) if the aggregate net proceeds of the sale of the Relinquished Property pursuant to all of the Ultimate Sale Contracts are not sufficient to permit the EAT to fully pay off the Promissory Note

secured by the Relinquished Property, the Taxpayer shall assume the remaining balance of such Promissory Note and the EAT shall have no further obligation to pay the balance of such Promissory Note, and (b) if the aggregate net proceeds from the sale of the Relinquished Property pursuant to all of the Ultimate Sale Contracts exceed the balance of the Promissory Note secured by the Relinquished Property, such excess shall be treated as an increase to the purchase price under the Relinquished Property Contract and the EAT shall pay such excess to the qualified intermediary or its successors in accordance with the Qualified Intermediary Exchange Agreement referred to in Section 3.3.

4.1.3 Pursuant to the Ultimate Sale Contract, the Ultimate Transferee will receive either direct ownership of the Relinquished Property or all right, title and interest of the EAT Owner in the EAT.

(a) In the event the Ultimate Sale Contract provides that the Ultimate Transferee will receive direct ownership of the Relinquished Property, then no later than five (5) days following the closing of the last Ultimate Sale Contract, at the election of the Taxpayer made within three (3) days following the closing of the last Ultimate Sale Contract by notice to the EAT Owner, the EAT Owner either (i) shall transfer all right, title and interest of EAT Owner in the EAT to the Taxpayer, or any affiliate of the Taxpayer designated by the Taxpayer, for no additional consideration, or (ii) shall dissolve and liquidate the EAT in accordance with its Organizational Documents and Delaware law.

(b) In the event the Ultimate Sale Contract provides that the Ultimate Transferee will receive all right, title and interest of the EAT Owner in the EAT, the EAT Owner shall assign all of its right, title and interest in the EAT to the Ultimate Transferee in accordance with such Ultimate Sale Contract.

4.2 Put and Call. If, for any reason whatsoever, the EAT is holding the Qualified Indicia of Ownership of any of the Relinquished Property at the end of the Accommodation Period, the EAT at such time shall have the immediate right to require the Taxpayer to buy such property (the "Put") pursuant to a contract substantially in the form of Exhibit E (the "Resale Contract"), and the Taxpayer shall at such time have the immediate right to require the EAT to sell all of the Relinquished Property held by it to the Taxpayer (the "Call") pursuant to the Resale Contract. Either party may exercise its respective Put or Call by giving at least three (3) days advance written notice to the other party. The parties agree to cooperate in obtaining FCC and other third party consents as may be necessary to close the Resale Contract as soon as possible, but in no event later than five (5) days after the expiration of the Accommodation Period.

4.2.1 As more fully described in the Resale Contract, the EAT shall assign and convey title to Relinquished Property that is the subject of a Put or Call "as is", and without any warranty from the EAT or the EAT Owner. The Taxpayer shall assume all obligations under the Promissory Note that are secured by such Relinquished Property, and the EAT and the EAT Owner shall have no further obligation for the repayment of such Promissory Note.

4.2.2 The closing of the Resale Contract shall be subject to the parties' obtaining the consent of the FCC, to the extent set forth in the Resale Contract.

4.2.3 No later than five (5) days following the closing of the Resale Contract, at the election of the Taxpayer made within three (3) days following the closing of the Resale Contract by notice to the EAT Owner, the EAT Owner either (a) shall transfer all right, title and interest of the EAT Owner in the EAT to the Taxpayer, or any affiliate of the Taxpayer designated by the Taxpayer, for no additional consideration, or (b) shall dissolve and liquidate the EAT in accordance with its Organizational Documents and Delaware law.

4.2.4 Pursuant to the Revenue Procedure, both the Put and Call shall be effective for a period not in excess of one hundred eighty-five (185) days from the date on which the Qualified Indicia of Ownership are acquired by the EAT. In accordance with the Revenue Procedure, the purpose and intended result of this provision is to ensure that if, for any reason whatsoever, the EAT is holding any of the Relinquished Property after the expiration of the Accommodation Period, each party shall have a legally enforceable right to compel the other party to transfer such Relinquished Property from the EAT to the Taxpayer.

4.3 Cooperation. On any transfer of the Relinquished Property pursuant to this Article 4, the EAT and the EAT Owner shall cooperate fully with respect to obtaining FCC and other third party consents and with respect to perfecting title to the transferred Relinquished Property both before and after any such transfer.

ARTICLE 5
RIGHTS AND OBLIGATIONS OF EAT AND TAXPAYER WITH RESPECT TO PROPERTY HELD BY EAT

5.1 Titleholder.

5.1.1 The EAT's only obligations with respect to the Relinquished Property are (a) to acquire and hold the Qualified Indicia of Ownership for not more than the specified period as described in this Accommodation Agreement, (b) to report the federal income tax attributes of such property as described in this Accommodation Agreement and as required by the Revenue Procedure, (c) to inform the Taxpayer on a timely basis of any notices or information that the EAT may receive from any party (*e.g.*, a tenant, the FCC, or other governmental agency) with respect to the Relinquished Property, and (d) to effect the transfer of the Relinquished Property as provided in this Accommodation Agreement.

5.1.2 As titleholder to the Relinquished Property, pursuant to the prior written direction of the Taxpayer, the EAT shall execute contracts, licenses, and agreements with respect to the Relinquished Property, and shall execute such renewals, amendments, extensions, and modifications to contracts, licenses, and agreements as are included as part of the Relinquished Property.

5.2 Limitation on Authority. The authority of the EAT hereunder is limited to the duties set forth in Section 5.1. Notwithstanding any other provision of this Accommodation Agreement, without the Taxpayer's prior written consent:

5.2.1 The EAT shall not, and the EAT Owner shall not permit the EAT to, sell, lease, assign, transfer or otherwise dispose of any of the Relinquished Property, other than pursuant to Article 4;

5.2.2 The EAT Owner shall not sell, assign, transfer or otherwise dispose of any interests in the EAT;

5.2.3 The EAT shall not, and the EAT Owner shall not permit the EAT to, acquire any assets, including pursuant to any merger or business combination;

5.2.4 The EAT shall not, and the EAT Owner shall not permit the EAT to, create any subsidiary;

5.2.5 The EAT shall not, and the EAT Owner shall not permit the EAT to, liquidate or terminate its existence other than in accordance with Section 4.1.3(a) or Section 4.2.3;

5.2.6 The EAT shall not, and the EAT Owner shall not permit the EAT to, change its name, identity, jurisdiction of formation or structure (including through a merger) or the location of its chief executive office or any other change which, in the case of any of the foregoing, could render any UCC financing statement filed in connection with this Accommodation Agreement or any other Document to become "seriously misleading" under the UCC or change its jurisdiction of organization;

5.2.7 The EAT shall not, and the EAT Owner shall not permit the EAT to, amend its Organizational Documents or appoint an Independent Manager other than the Independent Manager specified in the EAT's Organizational Documents;

5.2.8 Neither the EAT nor the EAT Owner shall issue or sell any membership interests in the EAT, or any option, warrants, or other rights to acquire membership interests in the EAT (including instruments convertible into membership interests) other than pursuant to Article 4;

5.2.9 The EAT shall not cause or permit any of the Relinquished Property to be subject to any lien or encumbrance, other than pursuant to the Documents;

5.2.10 The EAT Owner shall not cause or permit any of its interest in the EAT to be subject to any lien or encumbrance, other than pursuant to the Documents;

5.2.11 The EAT shall not, and the EAT Owner shall not permit the EAT to, incur, create, assume, or guarantee or permit to exist any indebtedness, whether current or funded, or any other liability other than indebtedness permitted by this Accommodation Agreement or the other Documents;

5.2.12 The EAT shall not, and the EAT Owner shall not permit the EAT to, (a) pay dividends or distributions, (b) prepay, purchase, or redeem any indebtedness, (c) lend or advance any funds, or (d) repay any loans or advances to, for or from any of its affiliates;

5.2.13 The EAT shall not, and the EAT Owner shall not permit the EAT to, make any loan or advance or otherwise extend credit to any party or make any investment in or capital contribution to any other party;

5.2.14 Neither the EAT nor the EAT Owner shall enter into any joint sales, joint services, time brokerage, local marketing or similar agreement or arrangement with respect to the Relinquished Property; and

5.2.15 The EAT shall not engage in any business or enterprise other than in connection with the activities contemplated by this Accommodation Agreement.

5.3 Major Actions Requiring Consent of Independent Manager. Without the consent of its Independent Manager, the EAT shall not (a) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of the assets of the EAT; (b) make a general assignment for the benefit of creditors of the EAT; (c) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors of the EAT or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or (d) take any action for the purpose of effecting any of the foregoing.

5.4 Covenants of EAT and EAT Owner. The EAT shall operate in such a manner that the separate existence of the EAT, on the one hand, and the EAT Owner or any affiliate thereof, on the other, will not be disregarded in the event of the bankruptcy or insolvency of the EAT, the EAT Owner or any affiliate thereof and, without limiting the generality of the foregoing:

(a) The EAT shall not engage in any activity other than those activities expressly permitted under this Accommodation Agreement,

(b) The EAT shall not enter into any agreement other than this Accommodation Agreement and the other Documents to which it is a party,

(c) The EAT shall maintain its own deposit account or accounts, separate from those of the EAT Owner and any of its affiliates, with commercial banking institutions,

(d) The funds of the EAT shall not be diverted to any other person or for other than the use of the EAT, and the funds of the EAT shall not be commingled with those of the EAT Owner or any of its affiliates,

(e) To the extent that the EAT or the EAT Owner contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of the EAT and partially for the benefit of any other person, the costs incurred in so doing shall be fairly allocated to or among the EAT and such entities for whose benefit the goods and services are provided, and each of the EAT and each such entity shall bear its fair share of such costs,

(f) All transactions between the EAT and any of its members or affiliates shall be only on an arm's-length basis,

(g) The EAT shall conduct its affairs in accordance with its Organizational Documents and shall observe all necessary, appropriate and customary

organizational formalities, including maintaining accurate and separate books, records and accounts,

(h) All decisions with respect to the EAT's business and daily operations shall be independently made by the EAT and shall not be dictated by the EAT Owner or any affiliate,

(i) The EAT shall act solely in its own name and through its own authorized officers and agents, and no affiliate of the EAT shall be appointed to act as its agent, except as expressly contemplated by this Accommodation Agreement,

(j) (i) No affiliate of the EAT will advance funds to the EAT; (ii) no affiliate of the EAT will guarantee debts of the EAT; and (iii) no affiliate of the EAT will otherwise supply funds to the EAT,

(k) Other than organizational expenses and as expressly provided in this Accommodation Agreement, the EAT shall pay all expenses, indebtedness and other obligations incurred by it,

(l) The EAT shall not guarantee, and shall not otherwise be liable, with respect to any obligation of any of its affiliates,

(m) Any financial reports required of the EAT shall comply with generally accepted accounting principles and shall be issued separately from any reports prepared for any of its affiliates,

(n) At all times the EAT shall be adequately capitalized to engage in the transactions contemplated in its Organizational Documents and this Accommodation Agreement,

(o) The financial statements and books and records of the EAT and the EAT Owner shall reflect the separate limited liability company existence of the EAT,

(p) The EAT shall not act as agent for the EAT Owner or any affiliate thereof, but instead shall present itself to the public as an entity separate from each such entity and independently engaged in business,

(q) The EAT shall maintain two managers, including the Independent Manager who (i) has never been, and shall at no time be a director, officer, employee or associate, or any relative of the foregoing, of the EAT Owner or any affiliate thereof, (ii) shall not, at any time while serving as a manager, be an owner of any interest in the EAT Owner or any affiliate thereof, in each case as provided in the EAT's Organizational Documents, and (iii) is otherwise reasonably acceptable to the Taxpayer,

(r) The EAT shall maintain correct and complete books and records of account and minutes of the meetings and other proceedings of its managers, and

(s) The EAT and the EAT Owner shall report the acquisition, holding and disposition of all property involved under this Accommodation Agreement as provided in, or as otherwise consistent with, the Revenue Procedure. The EAT shall be treated as the beneficial owner of all Relinquished Property that it holds pursuant to this Accommodation Agreement for all federal income tax purposes. The EAT and the EAT Owner shall report on their federal income tax returns all of the federal income tax attributes of all Relinquished Property and the acquisition, holding, and disposition thereof in a manner consistent with (a) the status of the EAT as the beneficial owner thereof, (b) the requirements of the Revenue Procedure, and (c) this Accommodation Agreement. Such income tax returns shall reflect the fees paid to the EAT pursuant to Section 5.11, the fee paid to the EAT Owner pursuant to Article 6, and deductions for interest paid by the EAT pursuant to the Promissory Note. In no event shall the Taxpayer require the EAT or the EAT Owner to report any net profit or gain in connection with the acquisition, ownership and disposition of the Relinquished Property in excess of the separate fee paid by the Taxpayer to the EAT Owner for its services under Article 6 hereof unless the EAT Owner has agreed in writing that its fee for services rendered under this Agreement contemplates such net profit or gain. At least thirty (30) days prior to the filing of any federal income tax return of the EAT, the EAT Owner, or the parent corporation of a consolidated group of which the EAT or the EAT Owner is a member for any taxable year that include a portion of the Accommodation Period, the EAT Owner shall provide to the Taxpayer drafts of the portions of such tax return that contain the information pertaining to the transactions contemplated by this Accommodation Agreement, and within thirty (30) days after the filing of such tax return, the EAT Owner shall provide to the Taxpayer a copy of the portions of such final tax return containing the information pertaining to the transactions contemplated by this Accommodation Agreement. The EAT Owner shall notify the Taxpayer in writing within fifteen (15) days of receipt by the EAT Owner or any affiliate of any notice of any pending or threatened tax audits, examinations, or assessments by any taxing authority with respect to the Replacement Property or the transactions contemplated by this Accommodation Agreement.

5.5 Covenants of EAT Owner. The EAT Owner shall take all actions necessary so that:

5.5.1 The amount of the "present fair saleable value" of the assets of the EAT Owner shall at all times during the term of this Accommodation Agreement, exceed the amount of all "liabilities of the EAT Owner, contingent or otherwise" after giving effect to the expected value of rights of indemnity, contribution and subrogation, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors;

5.5.2 The present fair saleable value of the assets of the EAT Owner shall, at all times, be greater than the amount that will be required to pay the liability of the EAT Owner on its debts as such debts become absolute and matured after giving effect to the expected value of rights of indemnity, contribution and subrogation;

5.5.3 the EAT Owner shall not have, at any time, an unreasonably small amount of capital with which to conduct its business; and

5.5.4 the EAT Owner will be able to pay its debts as they mature after giving effect to the expected value of rights of indemnity, contribution and subrogation. For purposes hereof, (a) "debt" means liability on a "claim", and (b) "claim" means any (i) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

5.6 Covenant of Mr. Kleitman. He will not voluntarily or involuntarily sell, assign, transfer or otherwise dispose of any direct or indirect interests in the EAT in violation of the Communications Laws.

5.7 Operation of Relinquished Property. Because the EAT has no obligation or right to take any actions other than those specifically set forth in this Accommodation Agreement, and has no obligation to make any payments from its own funds with respect to the Relinquished Property, the Taxpayer shall be solely responsible for any and all activities, actions and decisions relating to the operation, preservation and enhancement of the Relinquished Property, including, but not limited to:

5.7.1 Ensuring compliance with all applicable provisions of the Act, the rules, regulations, and policies of the FCC and all other laws applicable to the Relinquished Property;

5.7.2 Ensuring compliance with all contracts applicable to the Relinquished Property, including affiliation agreements, programming contracts, and leases;

5.7.3 Hiring, firing, promoting, disciplining, and exercising day-to-day control over the employees who operate and manage the Relinquished Property in accordance with the rules, regulations, and policies of the FCC;

5.7.4 Establishing and administering operating budgets for the Relinquished Property;

5.7.5 Causing the payment of financial obligations involving the operation of the Relinquished Property, including utility payments, payments of rent, legal fees and expenses, programming expenses, travel expenses, insurance costs, taxes, and such other operating, capital, and other expenses that arise from time to time and concern the business or operations of the Relinquished Property;

5.7.6 Maintaining appropriate insurance coverage with respect to the Relinquished Property;

5.7.7 Undertaking the repair and maintenance of the Relinquished Property;

5.7.8 Selling advertising time on the stations comprising the Relinquished Property and collecting all revenues therefrom; and

5.7.9 All other activities, actions and decisions relating to the operation and management of the Relinquished Property.

5.8 Cooperation. The EAT and the EAT Owner (a) shall cooperate with the Taxpayer, at the Taxpayer's expense, in taking such actions as the Taxpayer may reasonably request in writing to assist the Taxpayer in complying with the Act, rules, regulations and policies of the FCC, and all other applicable laws, and (b) the EAT and the EAT Owner shall follow all written instructions from the Taxpayer with respect to the Relinquished Property, including acting as a conduit for payments, and other matters relating to the Relinquished Property.

5.9 Access to Relinquished Property. The Taxpayer and its officers, employees, and agents shall have unfettered access to the facilities comprising the Relinquished Property, without cost or expense. During the term of this Accommodation Agreement, neither the EAT nor the EAT Owner shall, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct the operations of the Relinquished Property; such operations, including complete control and supervision of all of the assets, programs, employees, and policies relating to the Relinquished Property, shall be the sole responsibility of the Taxpayer.

5.10 Confidentiality. Both during the term of this Accommodation Agreement and thereafter, the EAT and the EAT Owner shall not disclose to any third party or use in any way any confidential information, business secrets, or business opportunity of the Taxpayer or the Relinquished Property, including advertiser lists, rate cards, programming information, programming plans, marketing, advertising and promotional ideas and strategies, marketing surveys and analysis, ratings reports, budgets, research or financial, purchasing, planning, employment or personnel data and information. The foregoing notwithstanding, neither the EAT nor the EAT Owner shall be prohibited from disclosing any such information, secrets or opportunity if required by applicable law or regulation or the order of any court; *provided, however*, that the EAT or the EAT Owner, as applicable, shall notify the Taxpayer prior to any such disclosure so that the Taxpayer may, at its election, seek to contest such disclosure or attempt to obtain a protective order.

5.11 Operational Fee. In consideration for the EAT's agreement that the Taxpayer shall operate the Relinquished Property for the period that it is held by the EAT, the Taxpayer shall pay a monthly fee to the EAT, commencing on the thirtieth (30^{th}) day after the day on which the Qualified Indicia of Ownership of the Relinquished Property are transferred to the EAT and continuing on each thirtieth (30^{th}) day thereafter during the term of this Accommodation Agreement (the "Operational Fee"). The initial amount of the Operational Fee shall be determined as of the day on which the Qualified Indicia of Ownership of the Relinquished Property are transferred to the EAT and shall be attached as Schedule 1 hereto. As the EAT disposes of the Relinquished Property pursuant to Article 4, the amount of the Operational Fee shall be reduced in the same proportion as the Promissory Note secured by such Relinquished Property is repaid. The Operational Fee for a partial month shall be made on a pro rata basis, based on a 360-day year consisting of twelve 30-day months. The parties agree that the Taxpayer's obligation to pay the Operational Fee shall be set off against any monies the EAT owes to the Taxpayer on the date such Operational Fee is due pursuant to the Promissory Note.

ARTICLE 6
FEES OF EAT

6.1 Fees and Expenses of EAT. The Taxpayer agrees to timely pay, or cause to be timely paid on its behalf, the fees owed to the EAT Owner for the services rendered by it and the EAT in connection with this Accommodation Agreement, which fees are described as the "EAT fee" in the proposal letter dated April 26, 2006 (the "Proposal Letter"), plus miscellaneous transaction fees and expenses incurred by the EAT and the EAT Owner, all of which amounts are payable whether or not the Exchange contemplated by this Accommodation Agreement is completed; *provided, however,* that such fees and expenses shall not be payable if the failure of the Exchange to be completed is due to (a) the gross negligence or willful misconduct of the EAT or the EAT Owner in the performance of a material obligation of the EAT or the EAT Owner under this Accommodation Agreement or (b) the failure of any material representation of the EAT or the EAT Owner in this Accommodation Agreement to be true and complete in all material respects. Such charges are subject to increase if the EAT, the EAT Owner or their affiliates are required to perform additional work or incur additional expenses relating to the Exchange above the amounts originally anticipated in the Proposal Letter.

6.2 Time for Payment of Fees and Expenses. The Taxpayer shall pay fifty percent (50%) of the aggregate "EAT fee" then owing to the EAT Owner upon the closing of the Relinquished Property Contract. The Taxpayer shall pay the balance of the "EAT fee" then owing with respect to any portion of the Relinquished Property to the EAT Owner upon the date of the closing of an Ultimate Sale Contract with respect to such portion of the Relinquished Property. The Taxpayer shall pay transaction fees and expenses incurred by the EAT or the EAT Owner within ten (10) days from the date an invoice for such fees is given to the Taxpayer. In addition, if for any reason other than (a) the gross negligence or willful misconduct of the EAT or the EAT Owner in the performance of a material obligation of the EAT or the EAT Owner under this Accommodation Agreement or (b) the failure of any material representation of the EAT or the EAT Owner in this Accommodation Agreement to be true and complete in all material respects, the EAT continues to hold title to the Relinquished Property after the expiration of the fifth day after the expiration of the Accommodation Period, then for as long as the EAT continues to hold title to the Relinquished Property, the Taxpayer agrees to pay the EAT a fee of $1,000.00 (U.S.) per month, prorated for any partial month.

6.3 Third Party Fees. The Taxpayer is responsible for and shall indemnify and hold the EAT and the EAT Owner harmless for all amounts due to or claimed by any third party involved in the disposition of the Relinquished Property or the acquisition of the Replacement Property, including, but not limited to brokers, title companies, closing agents, escrow agents, attorneys, lenders and insurance providers.

ARTICLE 7
INDEMNIFICATION OF EAT, EAT OWNER AND TAXPAYER

7.1 Indemnification and Release of EAT and EAT Owner.

7.1.1 The EAT and the EAT Owner, their parents, subsidiaries and affiliates and their respective officers, managers, directors, employees, shareholders, members and agents

(collectively, "Indemnified Parties") shall have no liability for, and the Taxpayer hereby agrees to release, indemnify and hold each of the Indemnified Parties harmless from and against, any and all losses, damages, claims, demands, liabilities, obligations, penalties, costs and expenses, including reasonable professional fees (collectively, "Damages") of any kind or description which relate to or arise out of this Accommodation Agreement or the other Documents, other than to the extent such Damages are caused by (a) a breach in any material respect by the EAT or the EAT Owner in the performance of an obligation of the EAT or the EAT Owner under this Accommodation Agreement or the other Documents or (b) the failure of any representation or warranty of the EAT or the EAT Owner in this Accommodation Agreement or the other Documents to be true and complete in all material respects.

7.1.2 The exoneration and indemnification provided in this Section 7.1 expressly include Damages relating to (a) the title, condition, value, configuration, maintenance, refurbishment, operation, use or history of the Relinquished Property before, during or after the term of this Accommodation Agreement, (b) the title, condition, value, configuration, maintenance, refurbishment, operation, use or history of the Replacement Property before, during or after the term of this Accommodation Agreement, (c) the sale, selection, identification, categorization by exchange group, valuation or terms of sale of the Relinquished Property or the purchase, selection, identification, categorization by exchange group, valuation or terms of acquisition of the Replacement Property, (d) the actual or alleged presence, creation, production, collection, treatment, disposal, discharge, release, storage, transport or transfer of Hazardous Substances on, in, under, around or from the Relinquished Property or the Replacement Property or any improvement on either of those properties, whether arising before, during or after the term of this Accommodation Agreement, (e) the qualification of any or all of the transactions related to this Accommodation Agreement for safe harbor treatment under the Revenue Procedure, (f) the qualification of the multiple asset exchanges contemplated under this Accommodation Agreement as "like-kind" exchanges in whole or in part under Section 1031 of the Code, (g) the sufficiency, correctness, validity or enforceability of any document or instrument delivered to or by the EAT or the EAT Owner, including any fax document or instrument, (h) the form of execution of any such document or instrument delivered to the EAT or the EAT Owner, (i) the identity, authority, or rights of any person executing or delivering any such document or instrument, (j) the terms and conditions of any document or instrument pursuant to which the parties may act, (k) the validity or effectiveness of any of the transactions contemplated herein, or the treatment for tax purposes of any such transactions, including the receipt by the Taxpayer of any "true up" payment, (l) compliance with or monitoring of the requirements of Section 1031 of the Code and the Revenue Procedure, including any time periods or notice or performance requirements, (m) the treatment for tax purposes (including Section 1031 of the Code and the Revenue Procedure) of any funds delivered hereunder or the income, interest or other amounts which may be earned thereon, (n) any federal, state or local taxes, fees or similar charges, including any withholding taxes, property taxes, franchise taxes, sales taxes, use taxes, and income taxes, incurred in connection with this Accommodation Agreement or any of the related transactions, (o) any financial or other obligation to third parties arising under or related to any promissory note, mortgage, security agreement or other document entered into by, assumed by or otherwise affecting any of the Indemnified Parties in connection with this Accommodation Agreement, (p) any contract, deed, settlement statement or other document entered into by, assumed by or otherwise affecting any of the Indemnified Parties in connection with this Accommodation Agreement, or (q) any representation, warranty or obligation of the Taxpayer

hereunder; *provided, however*, that this Section 7.1.2 shall in no way limit the representations, warranties, covenants and other agreements made by the EAT and the EAT Owner under this Accommodation Agreement or the other Documents or limit the Taxpayer's indemnification rights under Section 7.2 or expand the scope of recoverable Damages under Section 7.1.1 (after giving effect to the limitations contained in Section 7.1.1).

7.1.3 The Indemnified Parties shall not incur any liability whatsoever in connection with the good faith performance by the EAT or the EAT Owner under this Accommodation Agreement so long as such actions are consistent with the terms of this Accommodation Agreement, and the Taxpayer does hereby release and waive any claim that it may have against the Indemnified Parties, which may result from the performance by the EAT or the EAT Owner in good faith of its obligations under this Accommodation Agreement so long as such actions are consistent with the terms of this Accommodation Agreement. The indemnification and hold harmless by the Taxpayer shall include the active defense of any claim made against any of the Indemnified Parties, including all reasonable out-of-pocket legal expenses and costs and other professional expenses and costs actually incurred by any of the Indemnified Parties in connection therewith, including preparing or responding to complaints, applications, discovery, motions, demurrers, answers, affirmative defenses, counterclaims, cross-complaints, responding to or defending against audits, negotiating settlements, traveling to and from, preparing for and attending depositions, meetings, settlement conferences, legal proceedings or any meetings, relating to matters arising out of or in connection with any investigation by, challenge by or controversy with any taxing authority as to the qualification of any one or more of the transactions contemplated by this Accommodation Agreement as a tax-deferred exchange; provided that the Taxpayer shall have the right to control the defense of any claim with legal counsel and other professional advisors chosen by it and, except to the extent the Taxpayer requests the participation of the Indemnified Parties in connection with such defense, the Indemnified Parties' participation in such defense shall be at its own cost and expense. The EAT and the EAT Owner shall be entitled to rely upon the authenticity of any signature, including any fax signature by the Taxpayer received by it relating to this Accommodation Agreement and the transactions contemplated by this Accommodation Agreement.

7.1.4 For purposes of this Section 7.1, "Hazardous Substance" means any substance that (a) constitutes a hazardous waste or substance under any applicable federal, state, or local law, rule, order or regulation now or hereafter adopted; (b) constitutes a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§9601 et seq.) and the regulations promulgated under that Act; (c) constitutes a hazardous waste under the Resource Conservation and Recovery Act (42 USC §§6901 et seq.) and the regulations promulgated thereunder; (d) constitutes a pollutant, contaminant, chemical or industrial, toxic, or hazardous substance or waste; (e) exhibits any of the characteristics enumerated in 40 CFR §§261.20-261.24; (f) is one of the extremely hazardous substances listed in §302 of the Superfund Amendments and Reauthorization Act of 1986 (Pub L 99-499, 100 Stat 1613) that are present in threshold planning or reportable quantities as defined under such Act; (g) is a toxic or hazardous chemical substance that is present in quantities that exceed exposure standards as that term is defined in §§6 and 8 of the Occupational Safety and Health Act, as amended (29 USC §§655, 657; 29 CFR pt 1910 subpt 2); (h) contains any asbestos; or (i) is a petroleum-based product or is an underground or aboveground storage tank.

7.2 Indemnification of Taxpayer. Notwithstanding anything contained in this Accommodation Agreement to the contrary, the EAT and the EAT Owner shall be liable to the Taxpayer for, and shall indemnify and hold harmless the Taxpayer, its parents, subsidiaries and affiliates and their respective officers, managers, directors, employees, shareholders, members and agents for and against, any and all claims, losses, costs, liabilities, damages, and expenses arising out of (a) a breach in any material respect by the EAT or the EAT Owner in the performance of an obligation of the EAT or the EAT Owner under this Accommodation Agreement or the other Documents or (b) the failure of any representation or warranty of the EAT or the EAT Owner in this Accommodation Agreement or the other Documents to be true and complete in all material respects; *provided, however,* that the Eat Owner's liability shall be limited to (i) all of its right, title, and interest in the EAT, (ii) the amount of the fees paid pursuant to Article 6, and (iii) the amount of any cash, assets or other property distributed by the EAT to the EAT Owner.

7.3 Survival of Indemnities. The provisions of this Article 7 shall survive the consummation of the Exchange and the disposition of the Relinquished Property. Furthermore, the provisions of this Article 7 shall survive the failure or other termination of the Exchange or the termination of this Accommodation Agreement.

ARTICLE 8
DISPUTE RESOLUTION

8.1 Generally. This Article 8 will not apply to any request for equitable or injunctive relief (including interim relief) by the parties on or prior to the date that all of the Relinquished Property either has been transferred to an Ultimate Transferee pursuant to an Ultimate Sale Contract or to the Taxpayer pursuant to the Resale Contract or with respect to the parties rights under Section 11.5.

8.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Accommodation Agreement promptly by negotiation between executives who have authority to settle the controversy and, to the extent reasonably possible, are at a higher level of management than the persons with direct responsibility for administration of this Accommodation Agreement. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute.

8.3 Mediation. If the dispute has not been resolved by negotiation as provided herein within 45 days after delivery of the initial notice of negotiation, or if the parties failed to meet within 30 days, the parties shall endeavor to settle the dispute by mediation with JAMS. The parties will cooperate with one another in the appointment of a mediator and in scheduling the mediation proceedings. Mediation will continue for at least 45 days unless the mediator chooses

to withdraw sooner. This will be non-binding mediation, and no decision of the mediator shall be binding on the parties.

8.4 Settlement Discussions. All communications among the parties or their representatives in connection with the attempted resolution of any dispute pursuant to Sections 8.2 or 8.3 shall be deemed to have been delivered in furtherance of a dispute settlement and shall be exempt from discovery and production and shall not be admissible in evidence (whether as an admission or otherwise) in any proceeding for the resolution of the dispute.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF EAT AND EAT OWNER

9.1 By EAT and EAT Owner. Each of the EAT and the EAT Owner hereby represents and warrants to the Taxpayer that:

9.1.1 It has not acted as the Taxpayer's employee, attorney, accountant, investment banker or broker, or real estate agent or broker within the two-year period ending on the date the Relinquished Property is transferred to the EAT; provided that performance of the following services shall not be taken into account: (a) services for the Taxpayer with respect to exchanges of property intended to qualify for nonrecognition of gain or loss under Section 1031 of the Code and (b) routine financial, title insurance, escrow or trust services for the Taxpayer by a financial institution, title insurance company or escrow company;

9.1.2 It is not a member of the Taxpayer's family, does not directly or indirectly own an interest in the Taxpayer, is not involved in any trust in which the Taxpayer is involved and does not have a relationship with the Taxpayer described in either Section 267(b) or 707(b) of the Code (determined by substituting "10 percent" for "50 percent" each place it occurs);

9.1.3 It is not a member of the family of any person described in Section 9.1.1, does not directly or indirectly own an interest in any person described in Section 9.1.1, is not involved in any trust in which any person described Section 9.1.1 is involved, and does not have a relationship with a person described in Section 9.1.1 which relationship is described in either of Section 267(b) or 707(b) of the Code (determined by substituting "10 percent" for "50 percent" each place it occurs);

9.1.4 It (a) is a corporation or limited liability company, as the case may be, duly formed or incorporated, validly existing and in good standing under the laws of its jurisdiction of formation or incorporation, (b) has all corporate or limited liability company power and all licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect;

9.1.5 It is not in violation of any of the provisions of its Organizational Documents and to its actual knowledge no condition or circumstance exists that likely would

(with or without notice or lapse of time) constitute or result directly or indirectly in such a violation;

9.1.6 It has the requisite power and authority to execute and deliver this Accommodation Agreement and the other Documents to which it is to be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby;

9.1.7 The execution, delivery and performance by it of this Accommodation Agreement and the other Documents to which it is to be a party (a) are within its corporate and limited liability company powers, (b) have been duly authorized by all necessary corporate or limited liability company action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC Consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets;

9.1.8 This Accommodation Agreement and the other Documents have been duly executed and delivered by it (or, in the case of any such Documents to be executed and delivered at a later date, when executed and delivered will be duly executed and delivered by the EAT and the EAT Owner) and, assuming the due authorization, execution and delivery of this Accommodation Agreement by the Taxpayer, this Accommodation Agreement and the other Documents constitute (or, in the case of any such Documents to be executed and delivered at a later date, when executed and delivered will constitute) a legal, valid and binding agreement of it, enforceable against it 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);

9.1.9 It is not in violation of any order of any governmental body or arbitrator. Except as set forth on Schedule 9.1.9, there are no actions, suits, litigation or proceedings pending or threatened against or affecting it or any of its affiliates or their respective properties, in or before any governmental body or arbitrator;

9.1.10 The EAT (a) has never operated under any trade names, (b) has not changed its name, merged with or into or consolidated with any other person, and (c) has not been the subject of any proceeding under the Bankruptcy Code;

9.1.11 It is not, and is not controlled by, an "investment company" within the meaning of the Investment Company Act of 1940, or is exempt from all provisions of such act;

9.1.12 (a) The EAT has given reasonably equivalent value to the EAT Owner in consideration for any transfer to the EAT by the EAT Owner, (b) no transfer by the EAT to the EAT Owner has been made for or on account of an antecedent debt owed by the EAT Owner to the EAT, and (c) no transfer by the EAT to the EAT Owner is or may be voidable under any section of the Bankruptcy Code;

9.1.13 The EAT was formed on April 25, 2006, and since that time has operated in such a manner that the separate existence of the EAT, on the one hand, and the EAT Owner or any affiliate thereof, on the other, would not be disregarded in the event of the bankruptcy or insolvency of the EAT or the EAT Owner or any affiliate thereof and, without limiting the generality of the foregoing:

(a) The EAT has not engaged, and does not presently engage, in any activity other than those activities expressly permitted under this Accommodation Agreement,

(b) The EAT has not entered into any agreement other than this Accommodation Agreement and the other Documents to which it is a party including the incurrence of any liabilities or any other obligations,

(c) The EAT maintains its own deposit account or accounts, separate from those of any of its affiliates or members, with commercial banking institutions,

(d) The funds of the EAT are not and have not been diverted to any other person or for other than the use of the EAT, and except as may be expressly permitted by this Accommodation Agreement, the funds of the EAT are not and have not been commingled with those of the EAT Owner or any of its affiliates,

(e) To the extent that the EAT contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other person, the costs incurred in so doing have been fairly allocated to or among the EAT and such entities for whose benefit the goods and services are provided, and each of the EAT and each such entity has borne its fair share of such costs,

(f) All material transactions between the EAT and any of its members or affiliates have been only on an arm's-length basis,

(g) The EAT has conducted its affairs in accordance with its Organizational Documents and has observed all necessary, appropriate and customary organizational formalities, including maintaining accurate and separate books, records and accounts,

(h) All decisions with respect to the EAT's business and daily operations have been independently made by the EAT and have not been dictated by the EAT Owner or any affiliate,

(i) The EAT has acted solely in its own name and through its own authorized officers and agents, and no affiliate of the EAT has been appointed to act as its agent,

(j) (i) No affiliate of the EAT has advanced funds to the EAT; (ii) no affiliate of the EAT has guaranteed debts of the EAT; and (iii) no affiliate of the EAT has otherwise supplied funds to the EAT except in connection with the capitalization of the EAT,

(k) Other than organizational expenses and as expressly provided in this Accommodation Agreement, the EAT has paid all expenses, indebtedness and other obligations incurred by it,

(l) The EAT has not guaranteed, and is not otherwise liable with respect to, any obligation of any of its affiliates,

(m) Any financial reports required of the EAT comply with generally accepted accounting principles and are issued separately from any reports prepared for any of its affiliates,

(n) At all times the EAT has been adequately capitalized to engage in the transactions contemplated in its Organizational Documents,

(o) The financial statements and books and records of the EAT and the EAT Owner reflect the separate corporate existence of the EAT,

(p) The EAT has not acted as agent for the EAT Owner or any affiliate thereof, but instead has presented itself to the public as an entity separate from each such entity and independently engaged in business,

(q) The EAT maintains two managers, including at least one Independent Manager who has never been a shareholder, director, officer, employee or associate, or any relative of the foregoing, of the EAT Owner or any affiliate thereof, and

(r) The Organizational Documents of the EAT (i) require the affirmative vote of the Independent Manager before a voluntary petition under Section 301 of the Bankruptcy Code may be filed by the EAT, and (ii) require the EAT to maintain correct and complete books and records of account and minutes of the meetings and other proceedings of its managers.

9.1.14 The EAT is a single member limited liability company organized pursuant to the laws of the State of Delaware, and it is, and at all times throughout the term of this Accommodation Agreement will be treated as a disregarded entity for federal income tax purpose;

9.1.15 All information (other than any information concerning the tax effects of the sale and purchase of the Relinquished Property referenced in this Accommodation Agreement) heretofore prepared and furnished by it in writing to the Taxpayer for purposes of or in connection with the Documents or any transaction contemplated hereby is, and all such written information prepared and hereafter furnished by it to the Taxpayer will be, true, complete and accurate in every material respect, on the date such information is stated or certified; and

9.1.16 It has obtained independent professional advice from a qualified professional advisor who has reviewed this Accommodation Agreement and associated documents with respect to the consequences of this Accommodation Agreement under the Communications Laws, and it is not relying on any advice of the Taxpayer or its advisors with respect to this Accommodation Agreement, the Communications Laws, the Code, the Treasury Regulations thereunder or the Revenue Procedure.

9.2 By EAT Owner. The EAT Owner herby represents and warrants to the Taxpayer that:

9.2.1 (a) It owns all of the membership interests in the EAT, beneficially and of record, free and clear of liens; (b) the membership interests in the EAT are duly authorized, validly issued, fully paid and non-assessable, and there are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance or sale of interests in the EAT; and (c) there are no voting trusts, proxies or other agreements or understandings with respect to the voting or transfer of the membership interests in the EAT;

9.2.2 The amount of the "present fair saleable value" of the assets of the EAT Owner exceeds the amount of all "liabilities of the EAT Owner, contingent or otherwise" after giving effect to the expected value of rights of indemnity, contribution and subrogation, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors;

9.2.3 The present fair saleable value of the assets of the EAT Owner is greater than the amount that will be required to pay the liability of the EAT Owner on its debts as such debts become absolute and matured after giving effect to the expected value of rights of indemnity, contribution and subrogation;

9.2.4 The EAT Owner does not have an unreasonably small amount of capital with which to conduct its business;

9.2.5 The EAT Owner will be able to pay its debts as they mature after giving effect to the expected value of rights of indemnity, contribution and subrogation. For purposes hereof, "debt" and "claim" have the meanings set forth in Section 5.5;

9.2.6 It has delivered accurate and true copies of the Organizational Documents of the EAT (including certified copies of the EAT's Certificate of Formation and Operating Agreement) to the Taxpayer; and

9.2.7 Either (a) it is subject to federal income tax or, (b) it is treated as a partnership or S corporation for federal income tax purposes and more than 90 percent of its interests or stock are owned by partners or shareholders who are subject to federal income tax.

9.3 By EAT, EAT Owner, and Mr. Kleitman. The EAT, the EAT Owner, and Tobias Kleitman hereby represent and warrant to the Taxpayer that:

9.3.1 The EAT is legally and otherwise qualified to be the licensee of, acquire, and hold the Relinquished Property under the Communications Laws;

9.3.2 He or it knows of no fact that would, under existing law and the Communications Laws (a) disqualify the EAT as an assignee of the Relinquished Property, including the licenses, permits and other authorizations issued to the Taxpayer by the FCC for the conduct of the business of the Taxpayer involving the Relinquished Property (the "FCC Licenses") or, (b) assuming a general policy of the FCC to approve transactions under the Revenue Procedure, cause the FCC to fail to approve in a timely fashion an application for the consent of the FCC to the assignment of the FCC Licenses to the EAT pursuant to the Relinquished Property Contract;

9.3.3 Neither it nor any person holding an attributable interest (as defined in Section 73.3555 of the FCC's rules and regulations) ("Attributable Interest") in the EAT or the EAT Owner (collectively, with Tobias Kleitman, the EAT and the EAT Owner, the "EAT Parties"), nor any member of the immediate family (brother, sister, mother, father, son, or daughter) of any EAT Party that is a natural person, holds any Attributable Interest in any radio broadcast station, television broadcast station, or daily newspaper of general circulation (as defined by Section 73.3555 of the FCC's rules);

9.3.4 No adverse finding has been made, nor has any adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought against any EAT Party under the provisions of any law related to any of the following : (a) any felony; (b) mass media- related antitrust or unfair competition; (c) fraudulent statements to the FCC or any other governmental unit; or (d) discrimination;

9.3.5 No EAT Party has or has had any interest in, or connection with (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised;

9.3.6 No EAT Party is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862; and

9.3.7 No EAT Party is a foreign person or foreign government, the agent of any foreign person or foreign government, or subject to the control of any foreign person or foreign government; and no foreign person or foreign government holds a direct or indirect ownership, voting or management interest in the EAT or the EAT Owner.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES OF TAXPAYER

The Taxpayer hereby represents and warrants to the EAT and the EAT Owner that:

10.1 In General.

10.1.1 It (a) is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) has all corporate power and all

licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect;

10.1.2 It is not in violation of any of the provisions of its Organizational Documents, and to its actual knowledge no condition or circumstance exists that likely would (with or without notice or lapse of time) constitute or result directly or indirectly in such a violation;

10.1.3 It has the requisite power and authority to execute and deliver this Accommodation Agreement and the other Documents to which it is to be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby;

10.1.4 The execution, delivery and performance by it of this Accommodation Agreement and the other Documents to which it is to be a party (a) are within its corporate powers, (b) have been duly authorized by all necessary corporate action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, subject to the receipt of any third party consents necessary in connection with the transfer and assignment of the Relinquished Property to the EAT and to the Ultimate Transferee, and , except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets; and

10.1.5 This Accommodation Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Accommodation Agreement by the EAT and the EAT Owner, this Accommodation Agreement constitutes a legal, valid and binding agreement of it, enforceable against it 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).

10.2 Tax Matters.

10.2.1 The Taxpayer represents that it has received the advice of its own legal counsel and tax adviser concerning this transaction and its status as a tax-deferred exchange.

The Taxpayer further understands and agrees that no employee, officer, shareholder or agent of the EAT or the EAT Owner has made any representations or rendered any legal or tax advice concerning this transaction or its compliance, in whole or in part, as a tax deferred exchange for federal or state income tax purposes;

10.2.2 The Taxpayer acknowledges that it is solely responsible for providing the EAT and the EAT Owner with complete and accurate information concerning the parties, the Relinquished Property, and the Replacement Property, and it represents that it has complied and will continue to comply with the foregoing provisions of this sentence; and

10.2.3 The Taxpayer is solely responsible for determining the last day of the Accommodation Period and the respective property values of the Relinquished Property and the Replacement Property. The Taxpayer is required to immediately notify the EAT and the EAT Owner in writing if for any reason the Taxpayer becomes aware of any errors in the computation of the consideration payable under the Relinquished Property Contract, the Replacement Property Contract, the Ultimate Sale Contract, or the end of the Accommodation Period.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Notices.

11.1.1 Any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Accommodation Agreement ("Notice") shall be given in writing and shall be sent by certified or registered mail, Federal Express, overnight courier, or telecopier, addressed as follows:

If to the Taxpayer, to:

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

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

George L. Mahoney, Esq.
Vice President, Secretary and General Counsel
Media General, Inc.
333 E. Franklin Street
Richmond, Virginia 23293
Facsimile: (804) 649-6989

And to:

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

If to the EAT or the EAT Owner, to:

TVPX Acquisitions, Inc.
Nine Damonmill Square, Suite 1A
Concord, Massachusetts 01742
Attention: Jeffrey S. Towers
Facsimile: (987) 287-0055

11.1.2 Either party may, by Notice given in accordance with the provisions of this Section 11.1, designate any further or different address to which subsequent Notices shall be sent pursuant to the provisions of this Accommodation Agreement.

11.1.3 Any Notice shall be deemed to have been given on the date such Notice shall have been delivered. If such delivery shall be made on any day other than a day that is a "business day," said notice shall be deemed to have been given on the immediately succeeding business day. For purposes hereof, a "business day" is any day other than a Saturday or Sunday on which banks in Boston, Massachusetts are authorized or required to be open for business.

11.2 Choice of Law; Severability. This Accommodation Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof. If any provision of this Accommodation Agreement conflicts with any statute or rule of law of the State of Delaware or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Accommodation Agreement.

11.3 Relationship of the Parties. Nothing herein contained shall be construed or is intended to make the Taxpayer and the EAT partners or joint venturers of or with one another. This Accommodation Agreement (a) is not intended to be a partnership agreement and does not create or result in a partnership and (b) does not render the Taxpayer or the EAT liable for any of the debts or obligations of the other.

11.4 Further Assurances. If so requested in writing by the other party, each of the parties hereto shall hereafter timely execute and deliver such further instruments and do such further acts as may be required or necessary to carry out the intent and purpose of this Accommodation Agreement and which are not otherwise inconsistent with any of the terms of

this Accommodation Agreement. Each party shall have the right to rely upon and act upon any written instructions given by the other.

11.5 Specific Performance; Remedies Cumulative; Waiver. Each of the EAT and the EAT Owner acknowledges and agrees that the Taxpayer would be irreparably damaged if the provisions of this Accommodation Agreement are not performed in accordance with their specific terms and that any breach of this Accommodation Agreement could not be adequately compensated in all cases by monetary damages alone. In the event of failure or threatened failure by the EAT or the EAT Owner to comply with the terms of this Accommodation Agreement, the Taxpayer shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Accommodation Agreement by a decree of specific performance requiring compliance with this Accommodation Agreement, without posting any bond or other undertaking. All rights, remedies and privileges afforded the Taxpayer, the EAT or the EAT Owner shall be deemed cumulative and not exclusive and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity. No failure by the Taxpayer, the EAT or the EAT Owner to exercise, or delay by the Taxpayer, the EAT or the EAT Owner in exercising, any right, remedy or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy or privilege. No notice to or demand on any party shall, in itself, entitle any other party to any other or further notice or demand in similar or other circumstances or constitute a waiver of any rights under this Accommodation Agreement.

11.6 No Third Party Beneficiaries. None of the provisions of this Accommodation Agreement shall be for the benefit of or be enforceable by any creditor of the parties hereto or operate for the benefit of or be enforceable by any third party.

11.7 Termination. The Taxpayer may terminate this Accommodation Agreement at any time prior to the transfer of the Relinquished Property to the EAT upon written notice to the EAT and the EAT Owner.

11.8 Survival. The covenants and agreements contained in this Accommodation Agreement (including any indemnities contained herein) shall survive the consummation of the transactions contemplated hereby. All representations, warranties, covenants and agreements made herein or in any written document furnished to a party hereto pursuant to or in anticipation of this Accommodation Agreement shall be deemed to have been relied upon by the party to whom such document was furnished and shall continue in full force and effect so long as any obligation or liability arising hereunder remains unperformed or unsatisfied.

11.9 Attorney's Fees. In the event that any party must bring an action at law to enforce any provision of this Accommodation Agreement, the prevailing party shall be entitled to all costs and fees incurred with the prosecution of such action, including reasonable attorney's fees.

11.10 Counterparts. This Accommodation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, and all such counterparts, taken together, shall constitute one and the same instrument, even though all parties may not

have executed the same counterpart of this Accommodation Agreement. Each party may transmit its signature by facsimile, and any faxed counterpart of this Accommodation Agreement shall have the same force and effect as an original.

11.11 Successors And Assigns. This Accommodation Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns; *provided, however*, that this Accommodation Agreement shall not be transferred or assigned by any party without the prior written consent of all other parties.

11.12 Entire Agreement. This Accommodation Agreement and each of the other Documents collectively set forth the entire agreement among the parties with respect to the subject matter hereof and supersede any and all other agreements, understandings, communications, representations or negotiations, whether oral or written, among the parties with respect thereto, all of which are hereby cancelled. There are no other agreements, representations or warranties, either oral or written, express or implied, relating to the subject matter hereof that are not expressly set forth in this Accommodation Agreement and the other Documents. The representations, warranties, covenants, agreements, indemnities and exonerations set forth in this Accommodation Agreement shall survive the execution and delivery of the deeds for the Replacement Property and the Relinquished Property and the consummation or failure of the transactions contemplated by this Accommodation Agreement.

11.13 Clarifications. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa. The Article and Section headings of this Accommodation Agreement are for convenience of reference only and do not form a part of this Accommodation Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used herein, unless the context otherwise requires: references to "Article" or "Section" are to an article or section hereof; "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Accommodation Agreement and not to any particular article, section or other subdivision hereof or attachment hereto; except where a particular date is specified, references to an agreement or other instrument or law, statute or regulation are referred to as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto. References to any party hereto or any other agreement or document shall include such party's successors and permitted assigns.

11.14 Amendments. Subject to Section 11.15, the terms of this Accommodation Agreement may not be modified, waived or amended other than by an instrument in writing executed by the EAT, the EAT Owner, and the Taxpayer.

11.15 Execution of Papers. The EAT and the EAT Owner each hereby agree to execute such instruments, documents and papers as the Taxpayer deems necessary or appropriate to carry out the intent of this Accommodation Agreement and the other Documents, including all

modifications, waivers or amendments to this Agreement and the other Documents (including any exhibits and schedules hereto or thereto) that are requested by the Taxpayer from time to time, provided that the prior consent of the EAT and the EAT Owner shall be required with respect to any such instruments, documents and papers, including any modification, waiver or amendment to this Agreement or the other Documents, that would reasonably be expected to materially and adversely affect the rights and obligations of the EAT and the EAT Owner under this Accommodation Agreement or the other Documents. Subject to the foregoing proviso, the EAT and the EAT Owner, by execution of this Agreement, irrevocably constitutes and appoints the Taxpayer its true and lawful attorney-in-fact with full power and authority in its name, place and stead to execute, acknowledge, deliver, swear and file, and record at the appropriate public offices all documents that may be necessary or appropriate to carry out the provisions of this Accommodation Agreement and the other Documents.

IN WITNESS WHEREOF, the parties hereto set their hand and seals as of the day and year first above written.

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

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

TVPX ACQUISITIONS, INC.

By: _____
Name: Tobias Kleitman
Title: President

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President

The undersigned hereby executes this Accommodation Agreement solely for purposes of the covenants set forth in Section 5.6 and the representations and warranties set forth in Section 9.3.

_____
Tobias Kleitman

IN WITNESS WHEREOF, the parties hereto set their hand and seals as of the day and year first above written.

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

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

TVPX ACQUISITIONS, INC.

By:_____
Name: Tobias Kleitman
Title: President

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By:_____
Name: Tobias Kleitman
Title: President

The undersigned hereby executes this Accommodation Agreement solely for purposes of the covenants set forth in Section 5.6 and the representations and warranties set forth in Section 9.3.

_____
Tobias Kleitman

Schedule 1

OPERATIONAL FEE

Schedule 9.1.9

Proceedings Against EAT Affiliate

An EAT Affiliate, Sky Acquisitions, LLC, is a defendant in a civil case entitled *AVPRO, Inc. v. Homerlease Co., Inc. and Sky Acquisitions, LLC*, Case Number 1 06-CV-0447, pending in the U.S. District Court, Northern District of Georgia. While the purported basis for the lawsuit is set forth in greater detail in the Complaint, in general terms, the lawsuit involves claims under an Aircraft Sales Agreement which Homerlease Co., Inc. assigned to Sky Acquisitions, LLC in connection with a reverse 1031 exchange. Homerlease Co. has agreed to indemnify Sky Acquisitions, LLC against losses under the lawsuit.

EXHIBIT A
to Qualified Exchange Accommodation Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of _____ __, 2006, by and among Media General Communications, Inc., Media General Broadcasting of South Carolina Holdings, Inc. and Media General Operations, Inc. (together, the "Sellers"), MG Broadcasting, LLC ("Buyer"), and TVPX Acquisitions, Inc. ("Parent").

RECITALS:

WHEREAS, Sellers own and operate television station WIAT(TV) in Birmingham, Alabama; television station KIMT(TV) in Mason City, Iowa; television station WDEF-TV in Chattanooga, Tennessee; and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas (together, the "Stations");

WHEREAS, subject to all necessary consents of the Federal Communications Commission (the "FCC"), Sellers desire to sell to Buyer and Buyer desires to purchase from Sellers certain tangible and intangible assets used or useful in the operation of the Stations as more fully described herein;

WHEREAS, Buyer will hold such Station assets pursuant to that certain Qualified Exchange Accommodation Agreement entered into by the parties as of May __, 2006 (the "Accommodation Agreement") for the benefit of the Sellers in order to facilitate a like-kind exchange under Section 1031 of the Code and Revenue Procedure 2000-37, 2002-2 C.B. 308 (Sept. 13, 2000); and

WHEREAS, Buyer will hold such Station assets solely as Sellers' agent for all purposes of the U.S. Communications Act of 1934, as amended, and the rules and regulations thereunder and for all purposes other than for federal income tax purposes.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Sellers and Buyer and Parent agree as follows:

AGREEMENTS:

ARTICLE 1
THE TRANSACTION

1.1 Upon the terms and subject to the conditions hereinafter set forth, at the Closing, (as defined below), each Seller shall sell, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from such Seller, all of such Seller's right, title and interest in and to the tangible and intangible assets used in the conduct of the business and operations of the Stations listed on Schedule 1.1 with respect to such Seller (collectively, the "Purchased Assets"), free and

clear of all liens, claims, mortgages, pledges, security interests, encumbrances, adverse claims or restrictions whatsoever.

1.2 The assets of Sellers listed on Schedule 1.2 (the "Excluded Assets") shall not be included in the Purchased Assets.

1.3 As full consideration for the sale, assignment, transfer, and delivery of the Purchased Assets, on the Closing Date EAT shall pay to each Seller, in immediately available funds, an amount equal to the fair market value of the Purchased Assets as determined by American Appraisal Associates prior to the Closing Date.

1.4 Neither Buyer nor Parent is assuming and neither shall be responsible for any liabilities or obligations of the Sellers whether arising out of or in connection with the Purchased Assets or otherwise.

1.5 As more fully described in the Accommodation Agreement, Sellers shall loan Buyer the funds necessary to purchase the Purchased Assets, pursuant to one or more promissory notes to be dated as of the Closing Date.

ARTICLE 2
THE CLOSING

2.1 The closing of the purchase and sale of the Purchased Assets (the "Closing") shall occur on the date (the "Closing Date") specified by the Sellers in the notice delivered to Buyer confirming that all conditions to closing set forth in Article 6 are satisfied or waived (other than receipt of the consent of the FCC (the "FCC Consent"), which may not be waived, and conditions that are intended to be satisfied at the Closing).

2.2 At the Closing, the Sellers shall (a) take all steps necessary to transfer title to the Purchased Assets to Buyer, and (b) deliver the following items, duly executed by the Sellers as applicable, all of which shall be in a form and substance reasonably acceptable to Buyer and Buyer's counsel:

2.2.1 General Assignment and Bill of Sale covering all of the applicable Purchased Assets, in the form attached hereto as Exhibit A;

2.2.2 Assignment of the FCC Authorizations;

2.2.3 Assignments of real property leases and personal property leases under which any Seller is lessee;

2.2.4 Deeds conveying real property owned by any Seller;

2.2.5 Endorsed vehicle titles conveying the vehicles owned by the Sellers; and

2.2.6 Copies (to the extent in the Sellers' possession, and otherwise legible copies) of all contracts assigned to Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents and warrants to Buyer as follows:

3.1 It (a) is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) has all corporate power and all licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect.

3.2 It is not in violation of any of the provisions of any charter, bylaw, or other constituent document ("Organizational Documents") by which it is governed, and to its actual knowledge no condition or circumstance exists that likely would (with or without notice or lapse of time) constitute or result directly or indirectly in such a violation.

3.3 It has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

3.4 The execution, delivery and performance by it of this Agreement (a) are within its corporate powers, (b) have been duly authorized by all necessary corporate action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC Consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, subject to the receipt of any third party consents necessary in connection with the transfer and assignment of the Purchased Assets to the Buyer and except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets.

3.5 This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by Buyer and Parent, this Agreement constitutes a legal, valid and binding agreement of it, enforceable against it 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).

3.6 The "FCC Authorizations" are all television broadcast licenses, construction permits, special temporary authorizations, and other authorizations issued to Sellers by the FCC

for the operation of the Stations, including any other governmental approvals issued to the Sellers by the FCC authorizing any activity ancillary or incidental to the ownership or operation of the Stations and all antenna structure registrations required by the FCC. Subject only to the receipt of the FCC Consent, all FCC Authorizations are freely assignable to Buyer.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT

4.1 Each of Buyer and Parent hereby represents and warrants to the Sellers as follows:

4.1.1 It (a) is a corporation or limited liability company, as the case may be, duly formed or incorporated, validly existing and in good standing under the laws of its jurisdiction of formation or incorporation, (b) has all corporate or limited liability company power and all licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect.

4.1.2 It is not in violation of any of the provisions of the Organizational Documents by which it is governed, and to its actual knowledge no condition or circumstance exists that likely would (with or without notice or lapse of time) constitute or result directly or indirectly in such a violation.

4.1.3 It has the requisite power and authority to execute and deliver this Agreement to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

4.1.4 The execution, delivery and performance by it of this Agreement (a) are within its corporate or limited liability company powers, (b) have been duly authorized by all necessary corporate or limited liability company action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC Consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets.

4.1.5 This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by the Sellers, this Agreement constitutes a legal, valid and binding agreement of it, enforceable against it 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).

4.1.6 It is not in violation of any order of any governmental body or arbitrator. Except as set forth on Schedule 4.1.6, there are no actions, suits, litigation or proceedings pending or threatened against or affecting it or any of its affiliates or their respective properties, in or before any governmental body or arbitrator.

4.2 Each of Buyer, Parent and Mr. Kleitman hereby represents and warrants to the Sellers as follows:

4.2.1 Buyer is legally and otherwise qualified to be the licensee of, acquire, and hold the Purchased Assets under the Communications Act of 1934, as amended, and the rules, regulations and published orders of the FCC (the "Communications Laws").

4.2.2 He or it knows of no fact that would, under the Communications Laws (a) disqualify Buyer as the assignee of the FCC Authorizations or, (b) assuming a general policy of the FCC to approve transactions under Revenue Procedure 2000-37, cause the FCC to fail to approve in a timely fashion an application for the consent of the FCC to the assignment of the FCC Authorizations to Buyer.

4.2.3 Neither it nor any person holding an attributable interest (as defined in Section 73.3555 of the FCC's rules and regulations) ("Attributable Interest") in Buyer or Parent (collectively, with Tobias Kleitman, Buyer, and Parent, the "Buyer Parties"), nor any member of the immediate family (brother, sister, mother, father, son, or daughter) of any Buyer Party that is a natural person, holds any Attributable Interest in any radio broadcast station, television broadcast station, or daily newspaper of general circulation (as defined by Section 73.3555 of the FCC's rules).

4.2.4 No adverse finding has been made, nor has any adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought against any Buyer Party under the provisions of any law related to any of the following : (a) any felony; (b) mass media- related antitrust or unfair competition; (c) fraudulent statements to the FCC or any other governmental unit; or (d) discrimination.

4.2.5 No Buyer Party has or has had any interest in, or connection with (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised.

4.2.6 No Buyer Party is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

4.2.7 No Buyer Party is a foreign person or foreign government, the agent of any foreign person or foreign government, or subject to the control of any foreign person or

foreign government; and no foreign person or foreign government holds a direct or indirect ownership, voting or management interest in Buyer or Parent.

ARTICLE 5
COVENANTS

5.1 All applicable sales and transfer taxes, if any, shall be paid by the Sellers.

5.2 Buyer and Parent will cooperate with the filing of forms necessary to obtain the FCC Consent and all other third party consents to the purchase and sale of the Purchased Assets.

5.3 Buyer and Parent will cooperate in taking all steps necessary to perfect the transfer of title to the Purchased Assets.

ARTICLE 6
CONDITIONS TO CLOSING

6.1 The obligations of the Sellers to consummate the purchase and sale of the Purchased Assets shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by the Sellers in writing (except for the requirement to obtain the FCC Consent):

6.1.1 The Accommodation Agreement is in force and has not been terminated;

6.1.2 Each of the representations and warranties of Buyer and Parent in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date, and Buyer and Parent shall have performed, in all material respects, all covenants and obligations in this Agreement required to be performed by them as of the Closing Date; and

6.1.3 The FCC shall have granted the FCC Consent consenting to the assignment to Buyer of the FCC Authorizations.

6.2 The respective obligations of each party to this Agreement to consummate the purchase and sale of the Purchased Assets shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

6.2.1 There shall not be in effect any order issued by any governmental authority preventing the consummation of the purchase and sale of the Purchased Assets or otherwise affecting the right or ability of Buyer to own the Purchased Assets, nor shall any proceeding be pending that seeks any of the foregoing; and

6.2.2 No applicable law shall prohibit the Sellers from selling or Buyer from owning the Purchased Assets or that makes this Agreement or the consummation of the purchase and sale of the Purchased Assets illegal.

ARTICLE 7
TERMINATION

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

7.1 By either party, upon the termination of the Accommodation Agreement;

7.2 By mutual consent of the parties provided in writing;

7.3 By either party upon material breach of the other party, following a thirty (30) day period for cure by the breaching party following written notice of the breach.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Notices.

8.1.1 Any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Agreement ("Notice") shall be given in writing and shall be sent by certified or registered mail, Federal Express, overnight courier, or telecopier, addressed as follows:

If to the Sellers, to:

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

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

George L. Mahoney, Esq.
Vice President, Secretary and General Counsel
Media General, Inc.
333 E. Franklin Street
Richmond, Virginia 23293
Facsimile: (804) 649-6989

And to:

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

If to Buyer or Parent, to:

TVPX Acquisitions, Inc.
Nine Damonmill Square, Suite 1A
Concord, Massachusetts 01742
Attention: Jeffrey S. Towers
Facsimile: (987) 287-0055

8.1.2 Either party may, by Notice given in accordance with the provisions of this Section 8.1, designate any further or different address to which subsequent Notices shall be sent pursuant to the provisions of this Agreement.

8.1.3 11.1.3 Any Notice shall be deemed to have been given on the date such Notice shall have been delivered. If such delivery shall be made on day other than day that is a "business day," said notice shall be deemed to have been given on the immediately succeeding business day. For purposes hereof, a "business day" is any day other than a Saturday or Sunday on which banks in Boston, Massachusetts are authorized or required to be open for business.

8.2 Choice of Law; Severability. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles thereof. If any provision of this Agreement conflicts with any statute or rule of law of the State of Delaware or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

8.3 Further Assurances. If so requested in writing by the other party, each of the parties hereto shall hereafter timely execute and deliver such further instruments and do such further acts as may be required or necessary to carry out the intent and purpose of this Agreement and which are not otherwise inconsistent with any of the terms of this Agreement. Each party shall have the right to rely upon and act upon any written instructions given by the other.

8.4 Specific Performance; Remedies Cumulative; Waiver. Each of Buyer and Parent acknowledge and agree that the Sellers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. In the event of failure or threatened failure by Buyer or Parent to comply with the terms of this Agreement, the Sellers shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement, without posting any bond or other undertaking. All rights, remedies and privileges afforded the Sellers or Buyer and Parent shall be deemed cumulative and not exclusive and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity. No failure by the Sellers or Buyer and Parent to exercise, or delay by the Sellers or Buyer and Parent in exercising, any right, remedy or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or privilege hereunder preclude any other or further exercise thereof, or the exercise of

any other right, remedy or privilege. No notice to or demand on either party shall, in itself, entitle the other party to any other or further notice or demand in similar or other circumstances or constitute a waiver of any rights under this Agreement.

8.5 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditor of the parties hereto or operate for the benefit of or be enforceable by any third party.

8.6 Survival. The covenants and agreements contained in this Agreement (including, without limitation, any indemnities contained herein) shall survive the consummation of the transactions contemplated hereby. All representations, warranties, covenants and agreements made herein or in any written document furnished to a party hereto pursuant to or in anticipation of this Agreement shall be deemed to have been relied upon by the party to whom such document was furnished and shall continue in full force and effect so long as any obligation or liability arising hereunder remains unperformed or unsatisfied.

8.7 Assignment. No party may assign this Agreement without the prior written consent of the other parties hereto. Notwithstanding the foregoing, the Sellers may assign all or a portion of their rights under this Agreement to a qualified intermediary (as defined in Treasury regulation section 1.1031(k)-1(g)(4)), and Parent and Buyer shall execute the acceptance and written acknowledgment by them of notice of the assignment of the Sellers' rights under this Agreement.

8.8 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, and all such counterparts, taken together, shall constitute one and the same instrument, even though all parties may not have executed the same counterpart of this Agreement. Each party may transmit its signature by facsimile, and any faxed counterpart of this Agreement shall have the same force and effect as an original.

8.9 Clarifications. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa. The Article and Section headings of this Agreement are for convenience of reference only and do not form a part of this Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used herein, unless the context otherwise requires: references to "Article" or "Section" are to an article or section hereof; "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular article, section or other subdivision hereof or attachment hereto; except where a particular date is specified, references to an agreement or other instrument or law, statute or regulation are referred to as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto. References to any party hereto or any other agreement or document shall include such party's successors and permitted assigns.

8.10 Amendments. Subject to Section 11.15 of the Accommodation Agreement, all amendments to this Agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto set their hand and seals as of the day and year first above written.

MEDIA GENERAL COMMUNICATIONS, INC.

By: _____
Name:
Title:

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

By: _____
Name:
Title:

MEDIA GENERAL OPERATIONS, INC.

By: _____
Name:
Title:

TVPX ACQUISITIONS, INC.

By: _____
Name: Tobias Kleitman
Title: President

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President

The undersigned hereby executes this Agreement solely for purposes of the representations and warranties set forth in Section 4.2.

_____
Tobias Kleitman

SCHEDULE 1.1
PURCHASED ASSETS

Purchased Assets	Seller
1.1.1 Governmental Authorizations.	
All licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by the Sellers exclusively in connection with television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas or otherwise exclusively used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof.	Media General Broadcasting of South Carolina Holdings, Inc.
All licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by the Sellers exclusively in connection with television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee, or otherwise exclusively used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof.	Media General Communications, Inc.
1.1.2 Furniture, Fixtures and Equipment. All of the Sellers' machinery, equipment, tools, transmitters, antennas, cables, towers, vehicles, furniture, office equipment, fixtures, spare parts and other tangible personal property of every kind and description that are owned, leased, used or held for use exclusively in the operation of the Stations, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business, plus any additions thereto made between the date hereof and the Closing Date.	Media General Operations, Inc.

Purchased Assets	Seller
1.1.3 Real Property. All of the Sellers' interests in real property, leasehold interests, easements, estates and other real estate interests and improvements of every kind and description, together with all buildings, structures and improvements of every nature located thereon, including fixtures, auxiliary and translator facilities, transmitting towers, transmitters and antennae, that are owned, leased, used or held for use by the Sellers exclusively in connection with the business and operation of the Stations as of the date hereof, plus such additions thereto acquired between the date hereof and the Closing Date.	Media General Operations, Inc.
1.1.4 Network Affiliation Agreements.	
All network affiliation agreements under which the Sellers have the right to broadcast film product or programs on television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas, together with all such agreements made between the date hereof and the Closing Date.	Media General Broadcasting of South Carolina Holdings, Inc.
All network affiliation agreements under which the Sellers have the right to broadcast film product or programs on television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee, together with all such agreements made between the date hereof and the Closing Date.	Media General Communications, Inc.
1.1.5 Other Programming Contracts. All other film and program licenses and contracts under which the Sellers have the right to broadcast film product or programs on the Stations, together with all such agreements, licenses and contracts made between the date hereof and the Closing Date.	Media General Operations, Inc.

Purchased Assets	Seller
1.1.6 Intellectual Property. All of the following items owned by the Sellers and used by the Sellers exclusively in the operation of the Stations, whether arising under the laws of the United States or any foreign jurisdiction: (a) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or re-examinations and patents issuing thereon; (b) trademarks, service marks, trade dress, logos, corporate names, trade names and Internet domain names, together with any goodwill that may be associated with any of the foregoing, and all applications and registrations therefor; and (c) copyrights and works of authorship and all registrations and applications therefor.	Media General Operations, Inc.
1.1.7 Stations' Materials. All audiovisual works, audio recordings, musical works, still and moving pictures or images, graphics or other artworks, and literary or text works, whether or not such materials would qualify for copyright protection, that were created by or exclusively for any Station or are used exclusively in connection with the operation of a website for any Station.	Media General Operations, Inc.
1.1.8 Technical Materials. All proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints and schematics owned by the Sellers and exclusively relating to the business and operation of the Stations.	Media General Operations, Inc.
1.1.9 Promotional Materials. All jingles, slogans, commercials and other promotional materials owned by the Sellers and created exclusively for the Stations.	Media General Operations, Inc.

Notwithstanding the foregoing:

(a) The Purchased Assets include all of the foregoing as they exist on the Closing Date at the time the Closing is consummated.

(b) To the extent that any of the Purchased Assets include rights under contracts that may be used in the operation of television stations or other businesses that will continue to be owned or conducted by Sellers or their affiliates after the Closing Date, the Purchased Assets shall include only those rights under such contracts that relate exclusively to the conduct of the business and operations of the Stations.

(c) To the extent that any license or contract (or rights thereunder) to be included in the Purchased Assets may not be assigned without the consent of any governmental authority or third party, and such consent is not obtained prior to the Closing, this Agreement and any

assignment executed pursuant to this Agreement shall not constitute an assignment of such license or contract unless and until such consent is obtained.

SCHEDULE 1.2
EXCLUDED ASSETS

1.2.1 Cash. All cash and cash equivalents of the Sellers.

1.2.2 Accounts Receivable. The Sellers' accounts receivable and any other rights to payment of cash, in each case for goods or services sold or provided with respect to advertising sales.

1.2.3 Deposits. Deposits paid by any Seller, all prepaid expenses and all other current assets arising prior to the Closing.

1.2.4 Insurance Policies. Insurance policies, contracts of insurance, all coverage 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.

1.2.5 Trade Names. The Sellers' corporate and trade names, trademarks, owned music and graphics used in the operation of the Stations or other businesses that will continue to be owned or conducted by the Sellers or their affiliates after the Closing Date (including, "Media General"), charter documents, and books and records relating to the organization, existence or ownership of the Sellers, duplicate copies of the records of the Stations, and all records not relating exclusively to the operation of the Stations;

1.2.6 Books and Records. The Sellers' rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, personnel records, credit and sales reports, and logs.

1.2.7 Employment Agreements. All employment agreements, talent contracts, independent contractor agreements, collective bargaining agreements, and any other agreements for personal services; all pension plans, and all other employee benefit plans.

1.2.8 Computer Software. All computer software and programs used in the operation of the Stations.

1.2.9 Claims. All rights and claims of the Sellers, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Purchased Assets, together with any interest due thereon or penalty rebate arising therefrom.

1.2.10 Intercompany Obligations. All intercompany or intracompany obligations, including any intercompany or intracompany receivable cash balances between any Seller and any of its affiliates.

1.2.11 Other Station Contracts. All orders and agreements for the sale of advertising time on the Stations for cash, all trade, barter and similar agreements for the sale of advertising time on the Stations other than for cash, and all other contracts, agreements and leases used in the Stations' business or to which any of the Sellers is a party that are not listed on Schedule 1.1.

1.2.12 Station Intangibles. (a) All confidential and proprietary information, including trade secrets, discoveries, research and development, know-how, inventions (whether or not patentable), processes, techniques, technical data, designs, drawings, specifications, databases, and customer lists, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by patents; and (b) lists, documents, written information and computer related media concerning past, present and potential purchasers of advertising or services.

1.2.13 Other Excluded Assets. Any other assets, tangible or intangible, of the Sellers or their affiliates associated with the Stations or used or held for use in connection with the business and operations of the Stations and not specifically listed on Schedule 1.1 and any assets, tangible or intangible, of the Sellers or their affiliates that are used or held for use in the operation of television stations or other businesses that will continue to be owned or conducted by Sellers or their affiliates after the Closing Date.

EXHIBIT A
GENERAL ASSIGNMENT AND BILL OF SALE

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.2 of that certain Asset Purchase Agreement dated as of _____ __, 2006 (the "Purchase Agreement"), to which Media General Communications, Inc., Media General Broadcasting of South Carolina Holdings, Inc., and Media General Operations, Inc. (the "Sellers"), MG Broadcasting, LLC ("Buyer") and TVPX Acquisitions, Inc. are parties, the Sellers hereby sell, transfer, assign, convey, grant, and deliver to Buyer, effective on _____ __, 2006 (the "Effective Date"), all of the Sellers' right, title, and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement).

2. Further Action. The Sellers covenant and agree to warrant and defend the sale, transfer, assignment, conveyance, grant, and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of the Sellers.

IN WITNESS WHEREOF, the Sellers have executed this General Assignment and Bill of Sale as of the day and year first above written.

MEDIA GENERAL COMMUNICATIONS, INC.

By: _____
Name:
Title:

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

By: _____
Name:
Title:

MEDIA GENERAL OPERATIONS, INC.

By: _____
Name:
Title:

EXHIBIT B-1
to Qualified Exchange Accommodation Agreement

STOCK AND ASSET PURCHASE AGREEMENT
DATED AS OF APRIL 6, 2006
BY AND AMONG
OUTLET BROADCASTING, INC.,
NBC SUB (WCMH), LLC,
BIRMINGHAM BROADCASTING (WVTM-TV), INC.,
NBC WVTM LICENSE COMPANY,
NBC WNCN LICENSE COMPANY,
NBC WCMH LICENSE COMPANY,
NBC WJAR LICENSE COMPANY,
NBC UNIVERSAL, INC.
AND
MEDIA GENERAL, INC.

EXHIBIT B-2
to Qualified Exchange Accommodation Agreement

ASSIGNMENT

This ASSIGNMENT (this "Assignment") is dated as of May __, 2006, by and among MEDIA GENERAL, INC. ("Parent"), and MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC. ("the Taxpayer").

R E C I T A L S:

A. Parent, Outlet Broadcasting, Inc., NBC Sub (WCMH), LLC, Birmingham Broadcasting (WVTM-TV), Inc., NBC WVTM License Company, NBC WNCN License Company, NBC WCMH License Company, NBC WJAR License Company, and NBC Universal, Inc. have entered into an agreement for the purchase of certain tangible and intangible property (the "Purchased Assets") pursuant to a Stock and Asset Purchase Agreement among them dated April 6, 2006 (the "Purchase Agreement").

B. Section 10.3 of the Purchase Agreement permits Parent, without the consent of any other party to the Purchase Agreement, to assign all or a portion of Parent's rights and obligations under the Purchase Agreement to any direct or indirect wholly-owned subsidiary of Parent, provided that Parent shall remain liable for all of its obligations under the Purchase Agreement.

C. The Taxpayer is an indirect wholly-owned subsidiary of Parent.

D. Parent wishes to assign to the Taxpayer its rights to acquire a portion of the Purchased Assets as identified in this Assignment (such portion of the Purchased Assets, the "Replacement Property"), together with its obligation to acquire the Replacement Property.

E. Taxpayer wishes to accept such assignment of Parent's rights and obligations to acquire the Replacement Property.

A G R E E M E N T S:

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

1. Assignment of Rights and Obligations under Purchase Agreement. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, Parent assigns, transfers and conveys to the Taxpayer any and all rights of Parent under the Purchase Agreement to acquire the Replacement Property listed on Schedule 1 attached hereto, together with all obligations of Parent with respect to the Replacement Property including the obligation to pay the Allocated Purchase Price (as defined below); provided, however, that in accordance with Section 10.3 of the Purchase Agreement, Parent shall remain liable for all of its obligations under the Purchase Agreement.

2. Acceptance and Assumption. The Taxpayer accepts the assignment of the rights under the Purchase Agreement to acquire the Replacement Property, and agrees to assume all obligations of Parent with respect to the Replacement Property, including the obligation to pay the Allocated Purchase Price.

3. Allocated Purchase Price. The Allocated Purchase Price shall be a portion of the Purchase Price (as defined in the Purchase Agreement) equal to the value of the Replacement Property as determined by American Appraisal Associates, Inc. prior to the closing of the Purchase Agreement.

IN WITNESS WHEREOF, Parent and the Taxpayer have executed this Assignment as of the day and year first above written.

MEDIA GENERAL, INC.

By: _____
Name:
Title:

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA, INC.

By: _____
Name:
Title:

SCHEDULE 1
REPLACEMENT PROPERTY
(Media General Broadcasting of South Carolina, Inc.)

The following items of intangible property as they relate to television broadcast station SCMH-TV, Columbus, Ohio (the "Station"). Terms not defined on this Schedule 1 shall have the meanings ascribed to them in the Purchase Agreement.

1.1.1 Governmental Authorizations. The FCC Licenses used in the operations of the Station.

1.1.2 Network Affiliation Agreements. The Station's rights and obligations under the NBC Affiliation Agreement under which the Station has the right to broadcast film product or programs.

EXHIBIT C
to Qualified Exchange Accommodation Agreement

PROMISSORY NOTE

$_____

Concord, Massachusetts
June ____, 2006

FOR VALUE RECEIVED, the undersigned, MG Broadcasting, LLC, a Delaware limited liability company ("Maker"), promises to pay to the order of Media General Broadcasting of South Carolina Holdings, Inc., a Delaware corporation, at its offices located at 333 E. Franklin Street, Richmond, Virginia 23219, or any subsequent holder hereof ("Payee"), or at such other place as the Payee may designate, the principal sum of _____ and 00/100 U.S. Dollars ($_____), with interest thereon at the rate of four percent (4.00%) per annum (based on a 360-day year consisting of twelve 30-day months). All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds.

This Promissory Note (the "Note") is being issued pursuant to the Qualified Exchange Accommodation Agreement entered into by the parties and TVPX Acquisitions, Inc. ("TVPX") as of May 11, 2006 (the "Accommodation Agreement"). Terms not defined herein shall have the meaning ascribed to them in the Accommodation Agreement. As provided in the Accommodation Agreement, this Note is secured by (i) all of Maker' right, title and interest in the Relinquished Property and (ii) all of the right, title, and interest of TVPX in the Maker, as evidenced by one or more Mortgage Deeds, Security Agreements or Pledge Agreements (together, the "Collateral").

Commencing on the thirtieth (30th) day after the date hereof and continuing on each thirtieth (30th) day thereafter during all or any portion of which any amount remains outstanding hereunder, all accrued but unpaid interest on the outstanding principal amount owed under this Note shall be paid by Maker to Payee.

The principal amount of this Note shall be paid upon each closing of an Ultimate Sale Contract with respect to the Collateral in accordance with the terms of Section 4.1 of the Accommodation Agreement, or upon the closing of the Resale Contract in accordance with Section 4.2 of the Accommodation Agreement.

In the event this Note or any part thereof is collected by or through an attorney, the Maker agrees to pay all costs of collection including, but not limited to reasonable attorney's fees, whether or not suit is filed.

The Maker waives any right of exemption and waives presentment, protest and demand and notice of protest, demand or dishonor, notice of non-payment of this Note, and all other notices of any nature whatsoever to which Maker is entitled, and consents that any Payee hereof shall have the right, without notice, to grant any extension or extensions of time for payment of this Note or any part thereof or any other indulgences or forbearances whatsoever, or may release any security which may have been given for this Note without in any way affecting the liability of any other party for the payment of this Note.

Upon any Default (as hereinafter defined), the entire outstanding principal balance of the indebtedness evidenced hereby, together with all accrued and unpaid interest, at the option of Payee and without notice to Maker, shall at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Notwithstanding any provision of this Note to the contrary, from and after the occurrence of a Default, all outstanding amounts owed under this Note shall bear interest at the rate of twelve percent (12%) per annum, or if lower, the highest rate then permitted under applicable law. Each of the following events shall constitute a "Default" hereunder: (a) Maker's default in the payment to Payee of any amount due and payable hereunder which default is not cured within three (3) days of Maker's receipt of written notice of same from Payee, (b) Maker's default with respect to Maker's payment or performance of any of its obligations owed under the Accommodation Agreement or any other Document then in effect between Maker and Payee, which default is not cured within three (3) days of Maker's receipt of written notice of same from Payee, (c) TVPX's default with respect to TVPX's payment or performance of any of its obligations under the Accommodation Agreement or any other Document then in effect between Maker and TVPX, which default is not cured within three (3) days of TVPX's receipt of written notice of same from Payee, (d) any material or substantial loss, damage or destruction of the Relinquished Property, (e) Maker or TVPX files or has filed against it any proceeding under any insolvency or bankruptcy statute which, if involuntary, remains un-dismissed for a period of thirty (30) consecutive days or more, (f) Maker or TVPX makes an assignment for the benefit of its creditors, (g) Maker or TVPX applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, and (h) Maker or TVPX takes any corporate action for the purpose of effecting any of the foregoing. Notwithstanding any provision of this Note to the contrary, Maker shall not be in default for its failure to make any payment referenced herein to the extent that Maker has not received from Payee any amounts for which Payee is liable under the terms of the Accommodation Agreement or any other Document regarding the Relinquished Property.

Time is of the essence of this Note.

This Note and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof. If any provision of this Note conflicts with any statute or rule of law of the State of Delaware or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or

unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Note.

Payee may transfer and assign this Note to any affiliate without the consent of the Maker.

No amendment to this Note shall be binding upon the Payee unless it is in writing and duly signed by Payee.

Nothing herein contained is intended to diminish Payee's rights in the event of fraudulent or criminal activities.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly signed on the day and date first above written.

MAKER:

MG BROADCASTING, LLC,
a Delaware limited liability company

By: TVPX Acquisitions, Inc.,
Its: Managing Member

By:_____
Name: Tobias Kleitman
Its: President

MAKER'S ADDRESS:
Nine Damonmill Square
Suite 1A
Concord, MA 01742-2894

EXHIBIT D-1
to Qualified Exchange Accommodation Agreement

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this "Agreement") is made and entered into as of June ___, 2006, by and among TVPX Acquisitions, Inc. (the "Pledgor") and Media General Operations, Inc. ("Operations"), Media General Communications, Inc. ("Communications") and Media General Broadcasting of South Carolina Holdings, Inc. ("Holdings"). Each of Holdings, Operations and Communications may be sometimes referred to herein individually or collectively as the "Lender".

RECITALS

A. The Pledgor owns all of the issued and outstanding membership interests of MG Broadcasting, LLC, a Delaware limited liability company ("EAT"), described on Exhibit A attached hereto.

B. The Pledgor and EAT have entered into a Qualified Exchange Accommodation Agreement, dated as of May 11, 2006, with each Lender (collectively, the "Accommodation Agreement"), pursuant to which EAT has agreed to serve as an "Exchange Accommodation Titleholder" (as defined in the Revenue Procedure) for the benefit of such Lender in order that such Lender may effect an exchange of property and assets qualifying under Section 1031 of the Code. Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth for them in the Accommodation Agreement.

C. Pursuant to the Accommodation Agreement, each Lender has made a loan to EAT (each, a "Loan"), and EAT has issued to such Lender a Promissory Note, dated as of even date herewith (each, a "Note"), obligating EAT to repay such Loan and to make interest payments to the Lender pursuant to the terms and conditions thereof.

D. In order to induce the Lender to make the Loans and to ensure that the Loans will be secured as provided herein, the Pledgor has agreed to pledge all of the membership interests and other equity interests (including any options, warrants or other rights to acquire such equity interests or any other securities convertible into or exercisable therefor, the "Equity Interests") of EAT owned by it to the Lender and to grant to the Lender a first priority security interest in all of such Equity Interests as security for the obligations of EAT under the Notes and the Accommodation Agreement.

AGREEMENTS

In consideration of the foregoing recitals, and of the agreements made herein and the Loan made by the Lender to EAT, which will be of material economic benefit to the Pledgor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Lender, agree as follows:

1. GRANT OF SECURITY INTEREST; PLEDGE.

1.1 Pledged Collateral. The Pledgor hereby grants to the Lender a security interest in, and pledges, assigns and sets over to the Lender, all of the Equity Interests in EAT, whether now owned or hereafter acquired, held by the Pledgor and all of the Pledgor's right, title and interest in, to and under the certificate of formation, limited liability company or operating agreement and any other organizational documents of EAT (the "Organizational Documents"), including, without limitation, the Pledgor's (a) right to a distributive share of the income, gain, losses and deductions of EAT in accordance with its Organizational Documents, (b) right to a distributive share of the assets of EAT, and (c) rights with respect to the management of the business and affairs of EAT, as provided in its Organizational Documents or by law (all of such rights and interests being hereinafter referred to collectively as the "Pledged Interests"), together with any additional membership interests or other Equity Interests of EAT hereafter issued or delivered to the Pledgor for any reason (including, without limitation, any Equity Interests issued to the Pledgor upon conversion of any of the Pledged Interests) and any option, warrant or right exercisable for or convertible into any such Equity Interests and any dividends, distributions, cash, property or other securities at any time and from time to time receivable or otherwise distributable in respect thereof, exchanged therefor, derived therefrom, substituted therefor, or otherwise subjected to the lien hereof pursuant to any provision hereof, and the proceeds thereof, including any and all distributions made on or in respect of the Pledged Interests, whether resulting from a subdivision, combination, or reorganization of EAT, a reclassification of outstanding Equity Interests of EAT or received in exchange for any of the Pledged Interests or any part thereof or as a result of any merger, consolidation, acquisition or other sale or exchange of assets or on the liquidation, whether voluntary or involuntary, of EAT or otherwise (all of which Pledged Interests, additional Equity Interests, notes, options, warrants, rights, dividends, distributions, cash, property, securities and proceeds are herein called the "Pledged Collateral").

1.2 Possession of Pledged Collateral. All certificates for the Pledged Collateral, if any, and certificates, if any, for any additional membership interests, other Equity Interests, including options and warrants, rights, dividends, distributions, cash, property, securities and proceeds comprising part of the Pledged Collateral shall be delivered to the Lender by EAT or the Pledgor, and the Pledgor hereby authorizes and directs EAT to make such delivery to the Lender, and the Pledgor shall deliver to the Lender proper instruments of assignment therefor duly executed and endorsed by the Pledgor and such other instruments or documents (including, without limitation, financing statements) as the Lender may reasonably request to perfect the lien of the Lender in the Pledged Collateral and as the Lender may request in connection with any disposition of the Pledged Collateral authorized hereunder or to transfer the title thereto to the Lender or its nominee. Any Pledged Collateral which may at any time be in the possession of the Pledgor or EAT shall be promptly delivered to the Lender, and prior thereto, shall be deemed to be held in trust on behalf of the Lender as the Lender's agent. Subject to Section 16 hereof, upon the occurrence and during the continuance of an Event of Default, the Lender is hereby authorized to hold any and all of the Pledged Collateral delivered to it in its own name or, at the Lender's option, to cause such items to be transferred to and held in the name of a nominee.

1.3 Obligations Secured. The security interests granted by the Pledgor to the Lender under this Agreement secure (a) the payment and performance of all liabilities and obligations owed by EAT to the Lender arising at any time and from time to time, now or in the future, and

whether direct or indirect or absolute or contingent, pursuant to the Notes, the Accommodation Agreement, the Security Agreement, dated as of even date herewith, by and between the Lender and EAT (the "Security Agreement"), and the other Documents (collectively, including this Agreement, the "Transaction Documents"), including, without limitation, obligations that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and including interest, fees and other charges whether or not a claim is allowed for such obligations in any bankruptcy, insolvency or similar proceeding; (b) the payment and performance of all obligations and agreements of the Pledgor arising at any time and from time to time, now or in the future, pursuant to this Agreement or any other Transaction Documents; (c) all payments made or expenses incurred by the Lender, including, without limitation, reasonable attorneys fees and legal expenses, in the exercise, preservation or enforcement of any of the rights, powers or remedies of the Lender, or in the enforcement of the obligations of the Pledgor, hereunder; and (d) any renewals, continuations or extensions of any of the foregoing (all of which are referred to herein as the "Pledge Obligations").

1.4 Pledge a First Lien. The security interest of the Lender in the Pledged Collateral shall at all times be a first priority lien and security interest securing all of the Pledge Obligations.

1.5 Limitation of Liability. The security interests granted pursuant hereto are granted as security only and shall not subject the Lender to any obligation or liability of the Pledgor with respect to any of the Pledged Collateral or any transaction in connection therewith. Anything contained herein to the contrary notwithstanding, (a) the Pledgor shall remain liable under the Organizational Documents to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of its rights hereunder shall not release the Pledgor from any of its duties or obligations under the Organizational Documents and (c) the Lender shall have no obligation or liability under any Organizational Documents by reason of this Agreement, and the Lender shall not be obligated to perform any of the obligations or duties of the Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2. VOTING RIGHTS. So long as no Event of Default, as defined in Section 6.1 hereof, shall have occurred and be continuing and, in the case of Section 2(a) hereof, provided that no notice contemplated by Section 6.1 hereof shall have been given:

(a) The Pledgor shall have the right, from time to time, and for any purpose not inconsistent with the Transaction Documents, to vote and give consents with respect to the Pledged Collateral and any additional membership interests or other Equity Interests of EAT held by such Pledgor and constituting part of the Pledged Collateral and to consent to or ratify any action taken at, or waive notice of, any meeting of the members or any committee or governing body of EAT with the same force and effect as if such membership interests were not pledged hereunder; and

(b) The Lender shall, from time to time upon the written request of the Pledgor, give any necessary waivers of notice, consents and powers of attorney or proxies necessary to enable the Pledgor to exercise any of the foregoing rights.

3. PLEDGOR'S REPRESENTATIONS AND WARRANTIES. The Pledgor represents and warrants as follows, and these representations and warranties shall survive the execution hereof, the making of the Loans, and any other event and shall be continuing until the termination of this Agreement:

(a) The Pledgor has all requisite power and authority to execute, deliver and perform this Agreement, to pledge the Pledged Collateral hereunder, and to carry out the transactions contemplated by this Agreement; this Agreement has been duly authorized and executed by the Pledgor and constitutes the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(b) The Pledged Collateral constitutes all of the issued and outstanding membership interests and other Equity Interests of EAT;

(c) The Pledgor is the full legal and beneficial owner of and has good and marketable title to the Pledged Collateral listed on Exhibit A, in the amounts and percentages described on Exhibit A hereto, and such Pledged Collateral is fully and accurately described on Exhibit A hereto;

(d) The Pledged Collateral has been duly and validly issued in accordance with applicable law and the Organizational Documents, and all capital contributions required in connection therewith have been paid in full, and the Pledged Collateral is not assessable for additional capital contributions and is owned by the Pledgor free and clear of any liens, claims, options, demands, equities and other encumbrances of third parties, except for the security interest granted hereunder to the Lender;

(e) The execution and delivery of this Agreement and the performance of its terms will not violate or constitute a default under the terms of (i) any Organizational Document or any certificate of formation, incorporation or limited partnership, bylaws, partnership agreement, limited liability company or operating agreement or other organizational document of EAT, any other issuer of the Pledged Collateral or the Pledgor or (ii) any provision of any agreement, indenture, certificate or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to the Pledgor or EAT;

(f) With respect to any Pledged Collateral that constitutes a certificated security, as that term is defined in the UCC, upon delivery to the Lender of the certificates, if any, evidencing such Pledged Collateral, with transfer powers duly endorsed in blank, the Lender will have, for the benefit of the Lenders, a valid first priority lien upon and perfected security interest in all of such Pledged Collateral and the proceeds thereof free of any adverse claims, as defined in Section 8-102(a)(1) of the UCC (or any other then applicable provision of the UCC);

(g) With respect to any Pledged Collateral that constitutes an uncertificated security, as that term is defined in the UCC, upon the execution and delivery of this Agreement, including the Acknowledgement and Consent attached hereto, the Lender will have a valid first priority lien upon and perfected security interest in all of such Pledged Collateral and the

proceeds thereof free of any adverse claims, as defined in Section 8-102(a)(1) of the UCC (or any other then applicable provision of the UCC);

(h) With respect to any Pledged Collateral that does not constitute a security, as that term is defined in the UCC, upon filing of a UCC-1 financing statement naming such Pledgor as debtor and the Lender as the secured party and describing such Pledged Collateral with the appropriate recording offices set forth on Exhibit A, the Lender will have a valid first priority lien upon and perfected security interest in all of such Pledged Collateral and the proceeds thereof;

(i) The address of the principal place of business (or principal place of residence, as the case may be) and chief executive office of the Pledgor is set forth below the Pledgor's name on the signature page hereto;

(j) No consent or approval of, or filing with, any governmental authority or other Person, and no waiver of any lien or right of distraint or other similar right, and no license, authorization or declaration of any governmental authority, bureau or agency, is or will be required in connection with the execution, delivery, performance, validity, enforcement or priority of this Agreement to the extent relating to the Pledgor or the security interests granted hereby by the Pledgor or any agreements, instruments or documents to be executed or delivered by the Pledgor pursuant hereto, except (i) that the consent of the FCC may be required in order for the Lender to enforce certain of its rights hereunder upon the occurrence and during the continuance of an Event of Default, (ii) that this Agreement may be required to be filed with the FCC pursuant to the rules and regulations promulgated by the FCC (the "FCC Rules"), and (iii) as otherwise provided in and subject to Section 15 hereof;

(k) The pledge of the Pledged Collateral is effective to vest in the Lender the rights of the Pledgor in the Pledged Collateral as set forth herein, except that the consent of the FCC may be required in order for the Lender to enforce certain of its rights hereunder upon the occurrence and during the continuance of an Event of Default and except as otherwise provided in and subject to Section 15 hereof;

(l) After giving effect to all the Pledgor's rights to contribution, reimbursement, indemnification and subrogation and similar rights, the Pledgor is not insolvent as defined in Title 11 of the United States Code, or any other applicable federal or state bankruptcy or insolvency statute. The Pledgor has received, or is entitled to receive, whether by subrogation, contribution, reimbursement, indemnification or otherwise, reasonably equivalent value and fair consideration for the obligations and liabilities that it has incurred to the Lender; the Pledgor has not engaged, nor does it expect to engage, in any business or transaction for which the assets retained by it shall be an unreasonably small capital, taking into consideration the obligations to the Lender incurred hereunder; and the Pledgor does not intend to, nor does it believe that it will, incur debts beyond its ability to pay them as they mature;

(m) There are no material actions, suits or proceedings pending or, to the knowledge of the Pledgor, threatened against or affecting the Pledgor; and no material judgment or order for the payment of money has been entered against the Pledgor which remains outstanding and unpaid;

(n) All representations and warranties contained in the Accommodation Agreement that pertain to the Pledgor are true and correct in all material respects;

(o) The Organizational Documents expressly provide that all membership interests and other Equity Interests in EAT are "securities" for the purposes of, and are governed by, Article 8 of the UCC; and

(p) True and complete copies of the Organizational Documents, including all amendments, supplements and other modifications thereto, have previously been delivered to the Lender. The Organizational Documents are legal, valid and binding agreements, enforceable by and against the Pledgor in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditor's rights and to equitable principles of general applicability.

4. CERTAIN COVENANTS.

4.1 Negative Covenants. The Pledgor agrees that it shall not:

(a) sell, convey or otherwise dispose of any of the Pledged Collateral or any interest therein or create, incur, or permit to exist any lien, claim, option, demand, equity or other encumbrance of third parties on or with respect to any of the Pledged Collateral or the proceeds thereof, other than as created hereby;

(b) enter into or consent to any agreement, indenture, license or other instrument or any amendment or modification thereof which would be violated by, or require the consent or approval of any individual, corporation, partnership, limited liability company, trust, association, governmental authority or other organization or entity (each, a "Person") to, the performance or enforcement of this Agreement or permit EAT to do any of the foregoing;

(c) consent to or approve the issuance of (i) any additional membership interests or other Equity Interests of any class of EAT or any other issuer of Pledged Collateral, (ii) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or nonoccurrence of any event or condition into, or exchangeable for, any such membership interests or other Equity Securities, or (iii) any warrants, options, rights or other commitments entitling any Person to purchase or otherwise acquire any such membership interests or other Equity Interests;

(d) vote, consent or otherwise act in a manner with respect to the Pledged Collateral which would cause, result in or constitute a default or event of default under or would otherwise be inconsistent with the terms of any Transaction Document, and nothing contained in this Agreement shall be construed to vary or modify any such terms;

(e) agree to amend, modify or supplement any Organizational Document unless required by law, if such amendment, modification or supplement would adversely affect in any respect any of the Lender's interest, rights or remedies under any Transaction Document or the ability of the Pledgor (subject to the limitations set forth in Section 28) or EAT to pay or perform its obligations hereunder or thereunder;

(f) do or permit any act in contravention of any Organizational Document;

(g) take any action which could reasonably be expected to interfere with, hinder or delay the exercise of the Lender's rights under any Transaction Document;

(h) take any action that would cause any Pledged Collateral not to be a "security" for purposes of Article 8 of the UCC or that would cause any Pledged Collateral otherwise not to be subject to such Article 8; or take any action that would cause any Pledged Collateral that is an uncertificated security for purposes of Article 8 of the UCC to be a certificated security for purposes of Article 8 of the UCC; or take any action that would cause any Pledged Collateral that is a certificated security for purposes of Article 8 of the UCC to be an uncertificated security for purposes of Article 8 of the UCC; or

(i) grant control over any Pledged Collateral to any Person other than the Lender.

4.2 Affirmative Covenants. The Pledgor shall:

(a) defend the Lender's right, title and security interest in and to the Pledged Collateral against the claims of any other Person;

(b) promptly deliver to the Lender all material written notices and communications given by it, or received by it, with respect to any Pledged Collateral;

(c) (i) use commercially reasonable efforts to obtain any consent of the FCC and each other governmental authority and each other Person which may be required in connection with the performance or enforcement of this Agreement and any transfer of the Pledged Collateral contemplated hereby, and (ii) cooperate fully, and cause EAT to cooperate fully, with the Lender in effecting any such transfer or in connection with the Lender's exercise of the rights and remedies granted to the Lender pursuant to this Agreement or any other Transaction Document;

(d) pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or in respect of its property before the imposition of any penalty, as well as all lawful claims for labor, materials, supplies or other matters which, if unpaid, might become a lien or charge upon such properties or any part thereof; provided, however, that the Pledgor shall not be required to pay and discharge any such tax, assessment, charge, levy or claim so long as (a) the validity thereof is being contested diligently and in good faith by appropriate proceedings and the enforcement thereof is stayed, pending the outcome of such proceedings, (b) the Pledgor has set aside on its books adequate reserves in accordance with generally accepted accounting principles in effect from time to time in the United States, consistently applied, with respect thereto, and (c) such contest will not jeopardize the security interest of the Lender in any of the Pledged Collateral;

(e) comply in all material respects with all federal, state and local laws, rules and regulations applicable to it or its property or business the noncompliance with which could reasonably be expected to adversely affect the creation, grant, attachment, priority or enforceability of Lender's security interest in the Pledged Collateral, the value of the Pledged

Collateral, any of the Lender's rights or remedies hereunder, or the ability of the Pledgor to perform its obligations hereunder; and

(f) notify the Lender in writing at least thirty days in advance of any change in the Pledgor's chief executive office or principal place of business (or principal place of residence, as the case may be) and execute any financing statements or amendments covering the Pledged Collateral as the Lender may from time to time reasonably request.

5. RIGHT OF THE LENDER TO DEAL WITH CERTAIN AGREEMENTS. The Lender may deal in any manner with any Transaction Document to which the Pledgor is not a party in accordance with or as permitted by the terms thereof (as may be amended from time to time), subject in all cases to such approval or agreement by the parties thereto as may be required by the terms of such documents, without notice to or the consent of the Pledgor, including, without limitation, in the following manner:

(a) to modify, supplement or otherwise change any terms of any such Transaction Document; to grant any extension or renewal thereof; to grant any waiver or indulgence with respect thereto and to effect any release, compromise or settlement with respect thereto;

(b) to waive rights or enter into any agreement of forbearance with respect to any such Transaction Document or with respect to all or any part of any other security for the Pledge Obligations and to change the terms of such waiver or agreement of forbearance;

(c) to consent to the substitution, exchange or release of all or any part of any other security at any time and from time to time held by the Lender as security or surety for the Pledge Obligations and, in case of a substitution or exchange, whether or not the new security received by the Lender shall be of the same or of a different character or value from the security surrendered; and

(d) to create additional obligations and liabilities under such Transaction Documents secured hereby.

No action which the Lender may take or fail to take in accordance with or permitted by any Transaction Document to which the Pledgor is not a party (as any of the foregoing may be amended from time to time) pursuant to the foregoing powers shall operate to release any of the Pledged Collateral, terminate or modify the terms of this Agreement or impose any liability on the Lender.

6. RIGHTS OF THE LENDER UPON DEFAULT.

6.1 Events of Default. The occurrence of any one or more of the following events, whether voluntarily or involuntarily or by operation of law, shall constitute an "Event of Default" hereunder: (a) a default or event of default under the terms of any Transaction Document; (b) the Pledgor shall fail to observe, perform or be in compliance with any of its obligations under this Agreement or any other Transaction Document to which it is a party, and, provided that such failure is of a type which can be cured, such failure shall not be cured within three days after the Pledgor's receipt of notice thereof from the Lender; (c) the Pledgor files or

has filed against it any proceeding under any insolvency or bankruptcy statute which, if involuntary, remains un-dismissed for a period of thirty consecutive days or more; (d) the Pledgor makes an assignment for the benefit of its creditors; (e) the Pledgor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, or (f) the Pledgor takes any corporate action for the purpose of effecting any of the foregoing.

6.2 Rights of the Lender Upon an Event of Default. Upon the occurrence and during the continuation of any Event of Default, the Lender shall, subject to Section 15 hereof and compliance with all applicable requirements of law, in addition to all other rights and remedies it may have under the UCC, any other law or any Transaction Document, have the following rights and remedies:

(a) Upon ten days prior written notice to the Pledgor, whether or not any Pledged Collateral shall have been registered in the name of the Lender or its nominee, the Lender or its nominee shall have, with respect to the Pledged Collateral, the right to exercise all voting rights, and all other membership or other equity holder rights, as applicable, and all conversion, exchange, subscription or other rights, privileges or options pertaining thereto as if it were the absolute owner thereof, including, without limitation, the right to exchange any or all of the Pledged Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of EAT or upon the exercise by EAT of any right, privilege, or option pertaining to the Pledged Collateral, and, in connection therewith, to deliver the Pledged Collateral to any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it; but the Lender shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

(b)

(i) Upon at least ten days written notice to the Pledgor, which notice the Pledgor agrees is reasonable, and without further demand, advertisement or notice of any kind, all of which are hereby expressly waived, the Lender shall have the right to sell, assign and deliver the whole or any part of the Pledged Collateral, at any time or times, within or without the State of Delaware, at public or private sale or at any broker's board or on any securities exchange, for cash, on credit, or for other property, for immediate or future delivery, and for such price or prices and on such terms as the Lender may determine to be commercially reasonable, and in connection therewith, the Lender, at any sale, may bid for or purchase the whole or any part of the Pledged Collateral so offered for sale, free from any right of redemption, stay or appraisal on the part of the Pledgor, all of which rights the Pledgor hereby waives and releases, to the full extent permitted by law.

(ii)

(1) The Pledgor recognizes that the Lender may be unable to effect a public sale of all or a part of the Pledged Collateral or that it may be commercially unreasonable to do so, and may find it appropriate or necessary to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to

acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges that any such private sales may be at places and on terms less favorable to the seller than if sold at public sales and agrees that such private sales shall be deemed to have been made in a commercially reasonable manner, and that the Lender shall have no obligation to delay sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act or any other applicable securities law.

(2) The Lender shall be authorized at any sale to restrict the prospective bidders or purchasers to Persons who will be eligible to hold or control the applicable licenses under FCC and other governmental authority regulations, the terms of the licenses and other applicable law, rules and regulations.

(3) The Lender may take all such further acts as it may in its reasonable discretion deem necessary or advisable for the Lender's protection or for compliance with any provision of law, even if such act might, whether by limiting the market or by adding to the costs of sale or otherwise, reduce prices that might otherwise be obtained for the Pledged Collateral being sold or otherwise restrict the net proceeds available from the sale thereof. Upon consummation of any such sale, the Lender shall have the right to assign, transfer, endorse and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives, to the full extent permitted by law, all rights of redemption, stay or appraisal which the Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. For purposes of this Section 6.2, an agreement to sell all or any part of the Pledged Collateral shall be treated as a sale of such Pledged Collateral, and the Lender shall be free to carry out the sale of any Pledged Collateral pursuant to any such agreement, and the Pledgor shall not be entitled to the return of any such Pledged Collateral subject thereto, notwithstanding that after the Lender shall have entered into such an agreement, all Events of Default may have been remedied.

(iii) The proceeds of any sale, collection or other realization upon or of the Pledged Collateral shall be applied as provided in the Notes. EAT and each other Person that may become liable on or with respect to the Notes shall nevertheless remain liable for any deficiency.

6.3 Rights Cumulative. The rights and the remedies provided in this Agreement are cumulative and in addition to any rights and remedies that the Lender may have under any other Transaction Document or at law (including, without limitation, under the UCC) or in equity.

7. WAIVER. The Pledgor hereby waives, releases and discharges, to the full extent permitted by law, any right which it has or may have at law, in equity or by statute, to require the Lender to pursue or otherwise avail itself of any rights or remedies which it has or may have against EAT or any other Person with respect to the payment of the Notes or performance of the terms, covenants and conditions of the other Transaction Documents or to pursue or exhaust any of its rights or remedies with respect to any other security for the satisfaction of the Pledge Obligations or the performance of the terms, covenants and conditions of the other Transaction

Documents. The Pledgor hereby waives and releases any right of marshaling of assets which it might otherwise have.

8. THE PLEDGOR'S RIGHT OF SUBROGATION OR REIMBURSEMENT. The Pledgor shall not have any right of subrogation or reimbursement with respect to the Transaction Documents unless and until such time as the Lender shall have received irrevocable and indefeasible payment in full in cash of all principal of and interest owed to it with respect to the Notes and all other Pledge Obligations have been irrevocably and indefeasibly paid, performed and discharged (other than contingent Pledge Obligations that expressly survive the termination of any Transaction Document) and the Lender shall have no further obligation to make any loan under any Transaction Document.

9. THE LENDER APPOINTED ATTORNEY-IN-FACT. The Pledgor hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument, after the occurrence and during the continuance of an Event of Default, which the Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Lender shall have the right with full power of substitution, either in the name of the Lender or in the name of the Pledgor to ask for, demand, sue for, collect, review, receipt and give acquittance for any and all moneys due or to become due by virtue of any Pledged Collateral, to endorse checks, drafts, orders and other instruments for the payment of money payable to the Pledgor representing any interest or dividend or other distribution payable in respect of the Pledged Collateral or any part thereof or on account thereof, and to sell, assign, endorse, pledge, transfer and make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be construed as requiring or obligating the Lender to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice, or take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Lender or omitted to be taken with respect to the Pledged Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Pledgor or to any claim or action against the Lender; provided, further, that the Lender shall not have authority under this Section 9 to execute on behalf of the Pledgor any application or other instrument to be submitted on the Pledgor's behalf to the FCC except as may be provided by law.

10. DISCHARGE OF THE PLEDGOR. At such time as all of the principal of and interest on the Notes shall have been fully, irrevocably and indefeasibly paid in cash and satisfied, and all of the other Pledge Obligations (other than contingent Pledge Obligations that expressly survive the termination of any Transaction Document), shall have been fully, irrevocably and indefeasibly paid, performed and discharged, and the Lender shall not have any further obligations or commitments to make any loan under any Transaction Document, then all rights and interests in such Pledged Collateral as shall not have been sold or otherwise applied by the Lender pursuant to the terms hereof and shall still be held by it shall forthwith be transferred and delivered, together with any instruments necessary to evidence the termination of the interests of the Lender therein, without recourse or representation, to the Pledgor, and the right, title and interest of the Lender therein shall cease. Notwithstanding the foregoing, this Agreement shall

continue to be effective or be reinstated and relate back to such time as though this Agreement had always been in effect, as the case may be, if at any time any amount received by the Lender in respect of the Pledge Obligations is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of EAT, the Pledgor or any affiliate thereof, or upon the appointment of any intervenor or conservator of, or trustee or similar official for EAT, the Pledgor or any affiliate thereof, or any substantial part of its properties, or otherwise, all as though such payments had not been made.

11. NOTICES. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received if given in accordance with the provisions of the Accommodation Agreement, with the address of the Pledgor and the Lender being as set forth in the Accommodation Agreement or such other address as may be given by notice from such party from to time in accordance with this Section 11.

12. ACTION FOR PLEDGOR. If the Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or if any representation or warranty of the Pledgor hereunder or under the Accommodation Agreement shall be breached, the Lender may (but shall not be obligated to) do the same or cause it to be done, or remedy any such breach, and there shall be added to the Pledge Obligations the cost or expense incurred by the Lender in so doing, and any and all amounts expended by the Lender in taking any such action shall be secured by this Agreement and shall bear interest at the default interest rate set forth in the Notes. In no event shall the Lender be liable to the Pledgor for any action, matter or thing in connection with this Agreement other than gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction and to account for moneys or Pledged Collateral actually received by the Lender in accordance with the terms hereof.

13. FURTHER ASSURANCES. The Pledgor shall execute such notices, financing statements or other documents or instruments, in form and substance satisfactory to the Lender, as the Lender may reasonably deem to be necessary or appropriate for the perfection of the security interests of the Lender hereunder. In addition, the Pledgor shall do such further acts and things and execute and deliver to the Lender such additional conveyances, assignments, agreements, documents, financing statements and instruments as the Lender may at any time and from time to time request in connection with the administration and enforcement of this Agreement or relative to the Pledged Collateral or any part thereof or in order to assure and confirm unto the Lender its rights, powers and remedies hereunder.

14. REGISTRATION OF PLEDGE. The Pledgor hereby requests and directs EAT to register on its books the security interests and pledge granted by the Pledgor to the Lender pursuant to this Agreement.

15. CERTAIN REGULATORY REQUIREMENTS.

(a) Notwithstanding anything to the contrary contained in this Agreement or any of the documents executed pursuant hereto, the Lender will not take any action pursuant to this Agreement or any such documents which would constitute or result in any assignment of any license issued by the FCC or any transfer of control of the holder of any such license if such

assignment of such license or such transfer of control would require under then existing law (including the Communications Act of 1934, as amended (the "Communications Act"), or the rules and regulations promulgated by the FCC (the "FCC Rules")) the prior approval of the FCC, without first obtaining such approval. For purposes of determining whether the Lender is liable to the Pledgor under this Section 15 and the other provisions of this Agreement, after the occurrence of an Event of Default, the Lender shall be entitled to rely upon the advice of FCC counsel of the Lender's choice with respect to such assignment or transfer (including to determine whether any such assignment or transfer has occurred or will occur and whether or not prior approval of the FCC is required) whether or not the advice rendered is ultimately determined to have been accurate.

(b) If any Event of Default shall have occurred and be continuing, the Pledgor shall take, at its or EAT's expense, any action which the Lender may request in the exercise of its rights and remedies under this Agreement in order to transfer or assign the Pledged Collateral to the Lender or to such one or more third parties as the Lender may designate, or to a combination of the foregoing. To enforce the provisions of this Section 15 and the other provisions of this Agreement, after an Event of Default shall have occurred and be continuing, the Lender is empowered to request, and the Pledgor agrees to authorize, at its or EAT's expense, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other governmental authority), its consent to or approval of any assignment of the licenses and assets of, or transfer of control of any or all of the licenses of, any Person whose membership interests, other securities or other Pledged Collateral is subject to this Agreement to the extent required for such trustee or receiver to assume such control for the purpose of seeking a bona fide purchaser to whom such licenses ultimately will be assigned or control of such entity ultimately will be transferred. The Pledgor agrees, at its or EAT's expense, to cooperate with any such purchaser and with the Lender in the preparation, execution and filing of any applications and other documents and providing any information that may be necessary or helpful in obtaining the FCC consent to the assignment or transfer to such purchaser of the Pledged Collateral or any of the licenses. To the fullest extent permitted by applicable law, the Pledgor hereby agrees to consent to and authorize any such transfer of control or assignment upon the request of the Lender after and during the continuation of an Event of Default and, without limiting any rights of the Lender under this Agreement, to authorize the Lender to nominate a trustee or receiver to assume control of the Pledged Collateral, subject only to any required consents, approvals or orders of courts of competent jurisdiction, the FCC or other governmental authority, for the purpose of effectuating the transactions contemplated in this Section 15 and the other provisions of this Agreement. Such trustee or receiver shall have all the rights and powers as provided to it by law, court order or the Lender under this Agreement. The Pledgor shall cooperate fully and use commercially reasonable efforts, at its or EAT's expense, in obtaining the consent of the FCC and the approval or consent of each other governmental authority required to effectuate the foregoing.

(c) The Pledgor shall use commercially reasonable efforts to assist in obtaining consent or approval of the FCC, any court and any other governmental authority, if determined by counsel to the Lender to be required, for any action or transactions contemplated by this Agreement, including, without limitation, the preparation, execution and filing with the FCC of the transferor's or the Pledgor's portion of any application or applications for consent to the transfer of control or assignment necessary or appropriate under the FCC's policies, rules and

regulations for approval of the transfer or assignment of all or any portion of the Pledged Collateral.

(d) The Pledgor hereby acknowledges and agrees that the Pledged Collateral is a unique asset and that a violation of the Pledgor's covenant to cooperate with respect to obtaining any regulatory consents would result in irreparable harm to the Lender for which monetary damages are not readily ascertainable. The Pledgor further agrees that, because of the unique nature of its undertakings in this Section 15 and the other provisions of this Agreement, the same may be specifically enforced (subject to Section 28), and the Pledgor hereby waives, and agrees to waive, any claim or defense that the Lender would have an adequate remedy at law for the breach of such undertakings and any requirement for the posting of bond or other security. This Section 15 shall not be deemed to limit any other rights of the Lender available under applicable law and consistent with the Communications Act and the FCC Rules.

(e) Without limiting the obligations of the Pledgor hereunder in any respect, the Pledgor further agrees that if it, upon or after the occurrence and during the continuation of an Event of Default, should fail or refuse, at its or EAT's expense, to execute any application or other document necessary or appropriate to obtain any governmental consent necessary or appropriate for the exercise of any right of the Lender hereunder, the Pledgor agrees that, to the full extent permitted by the Communications Act and the FCC Rules, such application or other document may be executed on the Pledgor's behalf by the clerk of any court or other forum in any competent jurisdiction without prior notice to the Pledgor.

(f) THE PLEDGOR HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF A RECEIVER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT. THE PLEDGOR GRANTS SUCH WAIVER AND CONSENTS KNOWINGLY AFTER HAVING DISCUSSED THE IMPLICATIONS THEREOF WITH COUNSEL, ACKNOWLEDGES THAT THE UNCONTESTED RIGHT TO HAVE A RECEIVER APPOINTED FOR THE FOREGOING PURPOSES IS CONSIDERED ESSENTIAL BY THE LENDER IN CONNECTION WITH THE ENFORCEMENT OF ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, AND THE AVAILABILITY OF SUCH APPOINTMENT AS A REMEDY UNDER THE FOREGOING CIRCUMSTANCES WAS A MATERIAL FACTOR IN INDUCING THE LENDER TO MAKE (AND COMMIT TO MAKE) THE LOAN TO EAT, AND AGREES, AT ITS OR EAT'S EXPENSE, TO ENTER INTO ANY AND ALL STIPULATIONS IN ANY LEGAL ACTIONS, OR AGREEMENTS OR OTHER INSTRUMENTS IN CONNECTION WITH THE FOREGOING AND TO COOPERATE FULLY WITH THE LENDER IN CONNECTION WITH THE ASSUMPTION AND EXERCISE OF CONTROL BY THE RECEIVER OVER ALL OR ANY PORTION OF THE PLEDGED COLLATERAL.

16. NO WAIVER; SECURITY INTEREST ABSOLUTE. No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or the further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other

remedies at law or in equity. All rights of the Lender, the security interests granted hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any other Transaction Document;

(b) any change in the time, manner or place of payment of, or in any other term in respect of, or any increase in the amount of, all or any of the Pledge Obligations, or any other amendment or waiver of any term of, or any consent to any departure from the requirements of, any Transaction Document; or

(c) any exchange or release of, or non-perfection of any lien or security on or in, any other collateral, or any release, amendment or waiver of any term of or any consent to any departure from any requirement of any Transaction Document or any guarantee, for all or any of the Pledge Obligations.

17. APPLICABLE LAW. THIS AGREEMENT AND THE DUTIES, RIGHTS, POWERS AND REMEDIES OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE LENDER AND THE PLEDGOR AND SHALL BE SUBJECT TO NO EXCEPTIONS. THE PLEDGOR HAS MADE THIS CHOICE OF GOVERNING LAW KNOWINGLY AND WILLINGLY AND AFTER CONSULTING WITH COUNSEL. NEITHER THE LENDER NOR THE PLEDGOR HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. AMENDMENTS. Subject to Section 11.15 of the Accommodation Agreement, this Agreement may not be amended or modified nor may any of the Pledged Collateral be released except in a writing signed by the parties hereto.

19. SUCCESSORS AND ASSIGNS. Subject to the limitations upon the sale, lease, transfer or other disposition of the Pledged Collateral by the Pledgor set forth herein and in the other Transaction Documents, all of the covenants, conditions and agreements herein contained shall be binding upon the Pledgor and its successors and permitted assigns; provided, however, that the Pledgor agrees that it shall not assign or transfer any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the Lender, and any purported assignment in violation of this Section shall be void. This Agreement shall inure to the benefit of the permitted successors and assigns of the Lender, and, in the event of any transfer or assignment of rights by the Lender, the rights and privileges herein conferred upon the Lender shall automatically extend to and be vested in such permitted transferee or assignee, all subject to the terms and conditions hereof.

20. SECTION HEADINGS. The section headings contained herein are for reference only and shall not in any way affect the meaning and interpretation of this Agreement.

21. ENFORCEMENT. THE PLEDGOR (A) HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF DELAWARE AND TO

THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF BROUGHT BY THE LENDER OR ITS SUCCESSORS OR ASSIGNS AND (B) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT, (C) HEREBY WAIVES AND AGREES NOT TO SEEK ANY REVIEW BY ANY COURT OF ANY OTHER JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF THE JUDGMENT OF ANY SUCH DELAWARE STATE OR FEDERAL COURT AND (D) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ASSERT, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. THE PLEDGOR HEREBY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN. THE PLEDGOR AGREES THAT ITS SUBMISSION TO JURISDICTION AND ITS CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF THE LENDER. FINAL JUDGMENT AGAINST THE PLEDGOR IN ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, OR IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION; PROVIDED, HOWEVER, THAT THE LENDER MAY AT ITS OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS, AGAINST THE PLEDGOR OR ANY OF THE PLEDGOR'S ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE SUCH PLEDGOR, OR ITS ASSETS, MAY BE FOUND.

22. PRONOUNS. Any pronoun used herein shall be construed in the person, number and gender which is appropriate in the context.

23. RESTRICTIONS ON TRANSFERS OF INTERESTS NOT APPLICABLE. The Pledgor hereby agrees that the pledge of the Pledged Collateral to the Lender hereunder and the sale of such Pledged Collateral by the Lender in accordance with the provisions of this Agreement shall be free from restrictions on the transfer of membership interests or other Equity Interests of EAT, if any, contained in the Organizational Documents. The Pledgor hereby consents to the exercise by the Lender of any of its rights and remedies hereunder upon the occurrence and during the continuation of an Event of Default and agrees that the Lender shall have the right to exercise such rights and remedies in accordance with the terms hereof upon the occurrence and during the continuation of an Event of Default notwithstanding any restrictions set forth in the Organizational Documents.

24. JURY TRIAL WAIVER. EACH OF THE PLEDGOR AND THE LENDER WAIVES IRREVOCABLY, TO THE EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE LENDER AND THE PLEDGOR ARISING OUT OF, IN CONNECTION WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT, ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PLEDGOR AND THE LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PLEDGOR AND THE LENDER FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (UNLESS EXPRESSLY MODIFIED IN WRITING BY ALL PARTIES HERETO), AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts or duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Transmission by telecopier of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

26. SEPARABILITY. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall not in any way be affected or impaired. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

27. CONTROL AGREEMENT. The Pledgor hereby authorizes and instructs EAT to comply with any instruction originated by the Lender with respect to the Pledged Collateral owned by the Pledgor, without any consent or further instructions from the Pledgor (or other registered owner), and the Pledgor agrees that EAT shall be fully protected in so complying. The Pledgor agrees that the authorization set forth in the preceding sentence shall be sufficient to create in

favor of the Lender "control" (within the meaning of such term under Section 8-106(c) of the UCC) of such Pledged Collateral constituting uncertificated securities.

28. NON-RECOURSE. Notwithstanding anything to the contrary contained in this Agreement, and whether or not any provision hereof indicates that such provision is subject to this Section 28, the recourse of the Lender hereunder against the Pledgor for the Pledge Obligations or any other obligations existing at any time under this Agreement shall be limited to the Pledged Collateral pledged by the Pledgor, and the Lender shall not have any recourse hereunder against any of the Pledgor's other assets or properties (other than the Pledged Collateral), in respect of the Pledge Obligations or any other obligations existing at any time under this Agreement; provided, however, that the Pledgor shall be liable for any costs, expenses, losses and liabilities directly suffered or incurred by the Lender as a result of the breach by the Pledgor of any of its representations, warranties, covenants or agreements herein or the failure of the Pledgor to comply with the obligations imposed on it hereunder; and provided further, however, that the Pledgor's liability shall be limited to (i) the Pledged Collateral, (ii) the amount of any fees paid pursuant to Article 6 of the Accommodation Agreement, and (iii) the amount of any cash, assets or other property distributed to the Pledgor with respect to the Pledged Collateral.

29. OBLIGATIONS OF THE PLEDGOR UNDER TRANSACTION DOCUMENTS. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not limit the obligations of the Pledgor under any of the other Transaction Documents.

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SIGNATURE PAGE FOLLOWS.]

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

PLEDGOR:

TVPX ACQUISITIONS, INC.

By:_____
Name:_____
Title:_____

LENDERS:

MEDIA GENERAL OPERATIONS, INC.

By:_____
Name:_____
Title:_____

MEDIA GENERAL COMMUNICATIONS, INC.

By:_____
Name:_____
Title:_____

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

By:_____
Name:_____
Title:_____

EXHIBIT A

Name of Pledgor:	TVPX Acquisitions, Inc.
Name of Company:	MG Broadcasting, LLC
Principal Place of Business/Chief Executive Office:	Nine Damonmill Square, Suite 1A, Concord, MA 01742
Interest:	100% Membership Interest
Certificated Interest:	Not applicable
Required Filing Locations:	

ACKNOWLEDGEMENT AND CONSENT

In order to induce the Lender to make the Loans pursuant to the Accommodation Agreement, and knowing it is doing so in reliance hereupon, the undersigned (the "Company") is executing this instrument.

The Company hereby consents to the pledge by the Pledgor of the Pledged Collateral pursuant to the Pledge Agreement, dated as of even date herewith, between TVPX Acquisitions, Inc., Media General Operations, Inc., Media General Communications, Inc. and Media General Broadcasting of South Carolina Holdings, Inc. (the "Pledge Agreement") and acknowledges the directions of the Pledgor pursuant to Section 1.2 and Section 15 of the Pledge Agreement and agrees to abide thereby.

The Company hereby agrees to comply with any instructions originated by the Lender with respect to the Pledged Collateral, without any consent or further instructions from the Pledgor (or other registered owner). The Company agrees that its agreement set forth in the preceding sentence shall be sufficient to create in favor of the Lender "control" (within the meaning of such term under Section 8-106(c) of the UCC) of the Pledged Collateral constituting uncertificated securities.

The Company hereby agrees that the pledge of the Pledged Collateral to the Lender under the Pledge Agreement and the sale of such Pledged Collateral by the Lender in accordance with the provisions thereof shall be free from restrictions on the transfer of membership interests or other Equity Interests of the Company, if any, contained in the Organizational Documents. The Company hereby consents to the exercise by the Lender of any of its rights and remedies under the Pledge Agreement upon the occurrence and during the continuance of an Event of Default and agrees that the Lender shall have the right to exercise such rights and remedies in accordance with the terms thereof upon the occurrence and during the continuance of an Event of Default notwithstanding any restrictions set forth in the Organizational Documents.

The Company represents and warrants to the Lender that (i) it has received no notice of, and has no knowledge of, any other assignment of, or lien upon, all or any part of the Pledged Collateral and (ii) no Person other than the Lender has control over any of the Pledged Collateral.

Defined terms used in this instrument shall have the respective meanings ascribed to them in the Pledge Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of the date of the Pledge Agreement.

MG BROADCASTING, LLC

By:_____
Name:
Title:

EXHIBIT D-2

to Qualified Exchange Accommodation Agreement

SECURITY AGREEMENT

This SECURITY AGREEMENT is made and entered into as of June ___, 2006, by and among MG BROADCASTING, LLC (the "Grantor") and MEDIA GENERAL OPERATIONS, INC. ("Operations"), MEDIA GENERAL COMMUNICATIONS, INC. ("Communications") and MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC. ("Holdings"). Each of Holdings, Operations and Communications may be sometimes referred to herein individually or collectively as the "Lender."

RECITALS

A The Grantor and TVPX Acquisitions, Inc. ("TVPX") have entered into a Qualified Exchange Accommodation Agreement, dated as of May 11, 2006, with each Lender (collectively, the "Accommodation Agreement"), pursuant to which the Grantor has agreed to serve as an "Exchange Accommodation Titleholder" (as defined in the Revenue Procedure) for the benefit of such Lender in order that such Lender may effect an exchange of property and assets qualifying under Section 1031 of the Code.

B. Pursuant to the Accommodation Agreement, each Lender has made a loan to the Grantor (each, a "Loan"), and the Grantor has issued to such Lender a Promissory Note, dated as of even date herewith (each, a "Note"), obligating the Grantor to repay such Loan and to make interest payments to such Lender pursuant to the terms and conditions thereof.

C. In order to induce the Lender to make the Loans to the Grantor and to ensure that the Loans and all obligations of the Grantor under the Notes and the other Transaction Documents (as defined below) will be secured as provided herein, the Grantor has agreed to enter into this Security Agreement pursuant to which the Grantor grants to the Lender a first priority security interest in all of the tangible and intangible personal property of the Grantor described herein.

AGREEMENTS

In consideration of the foregoing recitals, and of the agreements made herein and of the Loans made by the Lender to the Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender agree as follows:

1. DEFINITIONS AND INTERPRETATION. When used in this Security Agreement, the following terms shall have the following respective meanings:

"Account Debtor" means any "account debtor," as such term is defined in Section 9-102(a)(3) of the UCC (or any other then applicable provision of the UCC).

"Account" means any "account," as such term is defined in Section 9-102(a)(2) of the UCC (or any other then applicable provision of the UCC).

"Asset Purchase Agreement" means the Asset Purchase Agreement, dated as of the date hereof, between the Grantor, each Lender and TVPX.

"Chattel Paper" means any "chattel paper," as such term is defined in Section 9-102(a)(11) of the UCC (or any other then applicable provision of the UCC).

"Code" means the United States Internal Revenue Code.

"Collateral" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"Contracts" means all contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in, under or in respect of which the Grantor may now or hereafter have any right, title or interest, and, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyrights" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Deposit Account" means any "deposit account" as such term is defined in Section 9-102(a)(29) of the UCC (or any other then applicable provision of the UCC).

"Documents" means any "documents," as such term is defined in Section 9-102(a)(30) of the UCC (or any other then applicable provision of the UCC).

"Electronic Chattel Paper" means any "electronic chattel paper," as such term is defined in Section 9-102(a)(31) of the UCC (or any other then applicable provision of the UCC).

"Equipment" means any "equipment," as such term is defined in Section 9-102(a)(33) of the UCC (or any other then applicable provision of the UCC), now or hereafter owned or acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"General Intangible" means any "general intangible," as such term is defined in Section 9-102(a)(42) of the UCC (or any other then applicable provision of the UCC).

"Instruments" means any "instrument," as such term is defined in Section 9-102(a)(47) of the UCC (or any other then applicable provision of the UCC).

"Inventory" means any "inventory," as such term is defined in Section 9-102(a)(48) of the UCC (or any other then applicable provision of the UCC), wherever located, now or hereafter owned or acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

"Investment Property" means any "investment property," as such term is defined in Section 9-102(a)(49) of the UCC (or any other then applicable provision of the UCC).

"Letter-of-Credit Right" means "letter-of-credit right," as such term is defined in Section 9-102(a)(51) of the UCC (or any other then applicable provision of the UCC).

"License" means any license, franchise, authorization, permit, consent, ordinance, registration, certificate, agreement or other right filed with, granted by, or entered into by, a federal, state or local governmental authority which permits or authorizes the acquisition, construction or operation of, or is otherwise necessary or required for the conduct of, a television station or any part of a television station or which is required for the acquisition, ownership or operation of any television station, and any pending applications for any of the foregoing.

"Lien" means any claim, liability, security interest, pledge, mortgage, lien, defect of title or other encumbrance of any kind.

"Patents" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or thereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Payment Intangible" means "payment intangible," as such term is defined in Section 9-102(a)(61) of the UCC (or any other then applicable provision of the UCC).

"Permitted Lien" means any Lien arising out of this Security Agreement or the Accommodation Agreement, and any Lien with respect to the Collateral existing immediately prior to consummation of the transactions contemplated by the Asset Purchase Agreement.

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

"Proceeds" means "proceeds," as such term is defined in Section 9-102(a)(64) of the UCC (or any other then applicable provision of the UCC).

"Secured Obligations" means and includes all payment and performance liabilities and obligations, howsoever arising, owed by the Grantor to the Lender of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now

existing or hereafter arising, under the Notes, this Security Agreement or any other Transaction Document to which the Grantor is a party, including, without limitation, all interest (including interest that accrues after the commencement of any bankruptcy or other insolvency proceeding by or against the Grantor), fees, charges, expenses, attorneys' fees and accountants' fees payable by the Grantor hereunder and thereunder.

"Securities Account" means "securities account," as such term is defined in Section 8-501(a) of the UCC (or any other then applicable provision of the UCC).

"Security Agreement" means this Security Agreement and all exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated.

"Software" means "software," as such term is defined in Section 9-102(a)(75) of the UCC (or any other then applicable provision of the UCC).

"Station" has the meaning set forth in the Asset Purchase Agreement.

"Supporting Obligation" means "supporting obligation," as such term is defined in Section 9-102(a)(77) of the UCC (or any other then applicable provision of the UCC).

"Tangible Chattel Paper" means "tangible chattel paper," as such term is defined in Section 9-102(a)(78) of the UCC (or any other then applicable provision of the UCC).

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Transaction Documents" means this Security Agreement, the Accommodation Agreement, the Notes, the pledge agreement, dated as of the date hereof, between TVPX and each Lender, and the other Documents.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Delaware; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Lender's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Accommodation Agreement shall have the respective meanings given to those

terms in the Accommodation Agreement, and all terms defined in the UCC shall have the respective meanings given to those terms in the UCC. The descriptive headings of the several Sections of this Security Agreement are inserted for convenience only and do not constitute a part of this Security Agreement. References to Sections, unless otherwise indicated, are references to Sections of this Security Agreement. The word "including" means including without limitation. Words (including defined terms) in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein", "herewith" and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Security Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Security Agreement unless otherwise specified.

2. GRANT OF SECURITY INTEREST. As security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all the Secured Obligations of the Grantor, and in order to induce the Lender to make the Loans and other financial accommodations available to and for the benefit of the Grantor upon the terms and subject to the conditions thereof, the Grantor hereby assigns, conveys, mortgages, pledges, grants, hypothecates and transfers to the Lender a first priority security interest in and to all of the Grantor's personal property, tangible and intangible, including, without limitation, its right, title and interest in, to, under or in respect of each of the following, whether now owned or hereafter acquired by such Grantor or in which such Grantor now holds or hereafter acquires any interest (all of which being hereinafter collectively called the "Collateral"):

(a) All Accounts;

(b) All Chattel Paper;

(c) All Deposit Accounts;

(d) All Documents;

(e) All Equipment;

(f) All General Intangibles;

(g) All Instruments;

(h) All Inventory;

(i) All Investment Property;

(j) All Letter-of-Credit Rights;

(k) All Supporting Obligations;

(l) All personal property of the Grantor held by the Lender or any affiliate thereof, or any other party for whom the Lender is acting as agent hereunder, including, without limitation, all personal property of every description now or hereafter in the possession or custody of or in transit to the Lender or such other party, for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of the Grantor, or as to which the Grantor may have any right or power;

(m) All other goods and personal property of the Grantor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by or on behalf of the Grantor and wherever located; and

(n) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing;

provided, however, that, with respect to any Contract or License that by its terms prohibits the grant of a security interest in the Grantor's interest therein or the assignment thereof, such grant of a security interest or assignment shall be limited to the Account or General Intangible for money due or to become due relating to or arising out of such Contract or License; and, further provided, that, subject to the requirements of Section 6 hereto, Collateral shall not include at any time any License to the extent, but only to the extent, that the Grantor is prohibited at that time from granting a security interest therein pursuant to the Communications Act of 1934, as amended, and the policies and regulations promulgated thereunder (the "Communications Act"), but shall include, to the maximum extent permitted by law, all rights incident or appurtenant to any such License and the rights to receive all Proceeds, money or other consideration derived or derivable from or in connection with the sale, assignment or transfer of any License; and to the extent that any security interest in any License at any time hereafter shall no longer be prohibited by law, then a security interest in each such License to which the Grantor has any rights shall automatically and without any further action attach and become fully effective at that time (giving effect to any retroactive effect to any change in applicable law or regulation).

3. RIGHTS OF THE LENDER.

3.1. The Lender may at any time, upon the occurrence and during the continuation of any Event of Default, without notice to or consent from the Grantor, notify Account Debtors of the Grantor, parties to the Contracts of the Grantor, obligors in respect of Instruments of the Grantor and obligors in respect of Chattel Paper of the Grantor that the Accounts and the right, title and interest of the Grantor in and under such Contracts, Instruments, and Chattel Paper have been assigned to the Lender, and that payments shall be made directly to the Lender. Upon the request of the Lender, the Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuation of an Event of Default, the Lender may, in its name or in the name of others, communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such

Chattel Paper to verify with such parties, to the Lender's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents, warrants and covenants to the Lender that:

4.1. The execution, delivery and performance of this Security Agreement and any instruments or documents executed and delivered by the Grantor pursuant hereto are within the Grantor's power, have been duly authorized by all proper and necessary actions, are not in contravention of law or the terms of any of the Grantor's certificate of formation, limited liability company agreement or any provision (except such provisions as are ineffective under the UCC, including without limitation, Sections 9-406 and 9-408 thereof) of any material indenture, Contract, License or agreement to which the Grantor is a party or by which it or any of its property is bound; and this Security Agreement constitutes a legal, authorized, valid and binding obligation of the Grantor enforceable in accordance with its terms except to the extent that enforceability hereof may be limited by bankruptcy, insolvency or like laws affecting creditors' rights generally and the application of equitable principles.

4.2. Except as otherwise provided in the Accommodation Agreement, the Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good and merchantable title or rights thereto free and clear of any and all Liens, except for Permitted Liens.

4.3. The Grantor has not filed, authorized or consented to the filing of any effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral and no such security agreement, financing statement, equivalent security or Lien instrument or continuation statement exists, except such as may have been filed by the Grantor in favor of the Lender pursuant to this Security Agreement or such as relate to other Permitted Liens.

4.4. This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which the Grantor now has rights and in which security interests are governed by the UCC or other applicable law, all filings shall have been duly prepared and delivered to counsel for the Lender for filing of record with the appropriate governmental authorities, and all other actions necessary or desirable to perfect and protect such security interest have been duly taken. Accordingly, the Lender has a fully perfected first priority security interest in all of such Collateral in which such Grantor now has rights, subject only to Permitted Liens. This Security Agreement will create a legal and valid and fully perfected first priority security interest in such Collateral in which the Grantor later acquires rights, when such Grantor acquires those rights, subject only to Permitted Liens.

4.5. The Grantor's exact legal name is set forth on Schedule A attached hereto. The Grantor was formed under the laws of the jurisdiction of its formation as set forth on Schedule A attached hereto. The Grantor's chief executive office, principal place of business, and the place where the Grantor maintains records concerning the Collateral are set forth on Schedule A attached hereto. The Collateral, other than Deposit Accounts and Investment

Property held in Securities Accounts, is presently located at the location(s) set forth on Schedule A attached hereto. The Grantor shall not change such chief executive office or principal place of business or remove or cause to be removed, except in the ordinary course of the Grantor's business, the Collateral or the records concerning the Collateral from those premises without prior written notice to the Lender.

5. COVENANTS. The Grantor covenants and agrees with the Lender that from and after the date of this Security Agreement and until the Secured Obligations (other than contingent Secured Obligations that expressly survive the termination of any Transaction Document) have been irrevocably and indefeasibly paid and performed in full:

5.1. Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written request of the Lender, the Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Lender may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, (a) using commercially reasonable efforts to secure all consents and approvals necessary for the grant of a security interest to the Lender in any Contract held by the Grantor or in which any Grantor has any rights not heretofore assigned or otherwise reasonably requested by the Lender, (b) using its best efforts to assist the Lender in obtaining the approval of the FCC and any other applicable federal or state regulatory authority for any action or transaction contemplated by this Security Agreement which is then required by law, License, permit or authorization, (c) filing or cooperating with the Lender in filing any financing statements, amendments or continuation statements under the UCC with respect to the security interests granted hereby, (d) filing or cooperating with the Lender in filing any forms or other documents required to be filed with the United States Patent and Trademark Office, United States Copyright Office, the FCC or any filings in any foreign jurisdiction or under any international treaty, required to secure or protect the Lender's interest in the Collateral, (e) transferring Collateral (other than Instruments to be promptly deposited for collection) to the Lender's possession (if a security interest in such Collateral can be perfected and free from an adverse claim only by possession), (f) filing financing statements as consignor pursuant to Section 9-103(d) of the UCC (or any other then applicable provision of the UCC) in such jurisdictions as may be necessary or otherwise reasonably requested by the Lender, (g) obtaining or cooperating with the Lender in obtaining agreements from landlords, warehousemen and mortgagees as necessary or appropriate, written acknowledgements from consignees and bailees of the prior Lien of the Lender in and to the Collateral and that such third party is holding possession of the Collateral for the benefit of the Lender, and (h) assisting the Lender in obtaining control under the UCC with respect to any Collateral consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper. The Grantor also hereby authorizes the Lender, to the extent not prohibited by applicable law, to file any such financing statement, amendment or continuation statement (including consignment filings) without the signatures of such Grantor.

5.2. Indemnification. The Grantor hereby agrees (a) to indemnify and hold harmless the Lender, and its respective directors, officers, attorneys, agents and employees (all such indemnified Persons, including their heirs, successors, assigns and administrators, being referred to as "Indemnified Persons" for purposes of this Section 5.3), from and against any and

all claims, demands, losses, costs, expenses, judgments and liabilities (including legal fees and disbursements and liabilities for penalties) of any nature whatsoever (collectively, "Losses") arising in connection with a breach of this Security Agreement by the Grantor, the exercise or enforcement by the Lender or any other Indemnified Person of any right, power or remedy hereunder, the grant of the security interest by the Grantor to the Lender, or any action taken in respect of the Collateral, except for Losses of an Indemnified Person that are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person. In no event shall the Lender or any other Indemnified Person be liable to the Grantor for any action, matter or thing in connection with this Security Agreement other than gross negligence or willful misconduct of such Indemnified Person and to account for moneys actually received by such Indemnified Person in accordance with the terms hereof.

5.3. Limitation on Liens on Collateral. The Grantor shall not create, permit or suffer to exist, and shall cooperate with the Lender in defending the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except Permitted Liens. The Grantor shall further cooperate with the Lender in defending the right, title and interest of the Lender in and to any of any Grantor's rights under the Chattel Paper, Contracts, Documents, General Intangibles, Instruments and Investment Property and to the Equipment and Inventory and in and to the Proceeds thereof against the claims and demands of all Persons whomsoever.

5.4. Limitations on Disposition. Except as otherwise expressly permitted or required pursuant to the Accommodation Agreement or herein, the Grantor shall not voluntarily or involuntarily sell, assign, lease, transfer, pledge, hypothecate or otherwise dispose of or encumber any of the Collateral or any interest therein, or permit it to become a fixture on or an accession to other goods or property. For the purpose of this Section 5.4, the term "Collateral" shall be deemed to include the Licenses whether or not the Lender is permitted under existing law to hold a security interest therein.

5.5. Notices. The Grantor shall advise the Lender promptly, in reasonable detail, of (a) any Lien, other than Permitted Liens, attaching to or asserted against any of the Collateral, (b) any material change in the composition of the Collateral and (c) the occurrence of any other event which could reasonably be expected to have or result in a material adverse effect with respect to the Collateral or on the security interest created hereunder.

5.6. Continuous Perfection. The Grantor shall not change its name, identity or corporate structure in any manner unless the Grantor shall have given the Lender at least thirty days prior written notice thereof and shall have taken all action necessary or reasonably requested by the Lender to amend each financing statement or continuation statement affected by such change so that it is not seriously misleading.

5.7. Authorizations with Respect to Financing Statements, Etc. The Grantor hereby irrevocably authorizes the Lender at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as "all assets" of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the

UCC of such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating any Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which such Collateral relates. The Grantor agrees to furnish any such information to the Lender promptly upon request. The Grantor also ratifies its authorization for the Lender to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

5.8. No Reincorporation. The Grantor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of the Lender.

5.9. Terminations and Amendments Not Authorized. The Grantor acknowledges that it is not authorized to file any amendment or termination statement with respect to any financing statement relating to any security interest granted hereunder without the prior written consent of the Lender and agrees that it will not do so without the prior written consent of the Lender, subject to the Grantor's rights under Section 9-509(d)(2) of the UCC.

5.10. Investment Property. The Grantor will take any and all actions required or reasonably requested by the Lender, from time to time, to (a) cause the Lender to obtain exclusive control of any Investment Property owned by the Grantor in a manner acceptable to the Lender and (b) obtain from any issuers of Investment Property and such other Persons, for the benefit of the Lender, written confirmation of the Lender's control over such Investment Property. For purposes of this Section 5.14, the Lender shall have exclusive control of Investment Property if (i) such Investment Property consists of certificated securities and the Grantor delivers such certificated securities to the Lender (with appropriate endorsements if such certificated securities are in registered form); (ii) such investment property consists of uncertificated securities and either (A) the Grantor delivers such uncertificated securities to the Lender or (B) the issuer thereof agrees, pursuant to documentation in form and substance satisfactory to the Lender, that it will comply with instructions originated by the Lender without further consent by the Lender; and (iii) such Investment Property consists of security entitlements and either (A) the Lender becomes the entitlement holder thereof or (B) the appropriate securities intermediary agrees, pursuant to documentation in form and substance satisfactory to the Lender, that it will comply with entitlement orders originated by the Lender without further consent by the Grantor.

5.11. Preservation of Licenses. To the extent requested by the Lender, the Grantor will take any and all necessary and appropriate actions to preserve, renew and keep in full force and effect the Licenses and to otherwise prevent any adverse modification, revocation, suspension, cancellation, or refusal by the FCC to renew any of the Licenses. The Grantor shall execute any and all documents required by the FCC or any other governmental authority or as requested by the Lender, and provide any information within its possession requested by any of the foregoing, to ensure that any and all applications, reports, and other filings are made with the

FCC or any other governmental authority in a timely fashion and that no action is taken by the FCC, any court, or any other governmental authority which could have a material adverse effect on any of the Licenses.

5.12. Access to Collateral. The Lender shall have full and complete access to the Collateral at any time and from time to time.

6. CERTAIN REGULATORY REQUIREMENTS.

6.1. Notwithstanding anything to the contrary contained in this Security Agreement or any of the documents executed pursuant hereto, the Lender will not take any action pursuant to this Security Agreement or any such documents which would constitute or result in any assignment of any License or any transfer of control of the holder of any License if such assignment of such License or such transfer of control would require under then existing law (including the Communications Act or the rules and regulations promulgated by the FCC (the "FCC Rules")) the prior approval of the FCC, without first obtaining such approval. The Lender shall be entitled to rely upon the advice of FCC counsel of the Lender's choice with respect to such assignment or transfer (including to determine whether any such assignment or transfer has occurred or will occur and whether or not prior approval of the FCC is required) whether or not the advice rendered is ultimately determined to have been accurate

6.2. If any Event of Default shall have occurred and be continuing, the Grantor shall take any action which the Lender may request in the exercise of its rights and remedies under this Security Agreement in order to transfer or assign the Collateral to the Lender or to such one or more third parties as the Lender may designate, or to a combination of the foregoing. To enforce the provisions of this Section 6 and the other provisions of this Security Agreement, after an Event of Default shall have occurred and be continuing, the Lender is empowered to request, and the Grantor agrees to authorize, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other governmental authority) its consent to or approval of any assignment of the Licenses and assets of, or transfer of control of any or all of the Licenses of, any Person whose stock, partnership interests, other securities or other Collateral is subject to this Security Agreement to the extent required for such trustee or receiver to assume such control for the purpose of seeking a bona fide purchaser to whom such Licenses ultimately will be assigned or control of such entity ultimately will be transferred. The Grantor agrees to cooperate with any such purchaser and with the Lender in the preparation, execution and filing of any applications and other documents and providing any information that may be necessary or helpful in obtaining the FCC consent to the assignment or transfer to such purchaser of the Collateral or any of the Licenses. To the fullest extent permitted by applicable law, the Grantor hereby agrees to consent to and authorize any such transfer of control or assignment upon the request of the Lender after and during the continuation of an Event of Default and, without limiting any rights of the Lender under this Security Agreement, to authorize the Lender to nominate a trustee or receiver to assume control of the Collateral, subject only to any required consents, approvals or orders of courts of competent jurisdiction, the FCC or other governmental authority, for the purpose of effectuating the transactions contemplated in this Section 6 and the other provisions of this Security Agreement. Such trustee or receiver shall have all the rights and powers as provided to

it by law, court order or the Lender under this Security Agreement. The Grantor shall cooperate fully and use its best efforts in obtaining the consent of the FCC and the approval or consent of each other governmental authority required to effectuate the foregoing. This Security Agreement shall secure the payment by the Grantor of the fees and expenses of any such trustee or receiver.

6.3. The Grantor shall use its best efforts to assist in obtaining the consent or approval of the FCC, any court and any other governmental authority, if determined by counsel to the Lender to be required, for any action or transactions contemplated by this Security Agreement, including, without limitation, the preparation, execution and filing with the FCC of the Grantor's portion of any application or applications for consent to the assignment necessary or appropriate under the FCC's policies, rules and regulations for approval of the assignment of all or any portion of the Collateral.

6.4. The Grantor hereby acknowledges and agrees that the Collateral is a unique asset and that a violation of the Grantor's covenant to cooperate with respect to the obtainment of any regulatory consents would result in irreparable harm to the Lender for which monetary damages are not readily ascertainable. The Grantor further agrees that, because of the unique nature of its undertakings in this Section 6 and the other provisions of this Security Agreement, the same may be specifically enforced, and the Grantor hereby waives, and agrees to waive, any claim or defense that the Lender would have an adequate remedy at law for the breach of such undertakings and any requirement for the posting of bond or other security. This Section 6 shall not be deemed to limit any other rights of the Lender available under applicable law and consistent with the Communications Act and the FCC Rules.

6.5. Without limiting the obligations of the Grantor hereunder in any respect, the Grantor further agrees that if the Grantor, upon or after the occurrence and during the continuation of an Event of Default, should fail or refuse to execute any application or other document necessary or appropriate to obtain any governmental consent necessary or appropriate for the exercise of any right of the Lender hereunder, the Grantor agrees that, to the full extent permitted by the Communications Act and the FCC Rules, such application or other document may be executed on the Grantor's behalf by the clerk of any court or other forum in any competent jurisdiction without prior notice to the Grantor.

6.6. THE GRANTOR HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF A RECEIVER AFTER THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT. THE GRANTOR GRANTS SUCH WAIVER AND CONSENTS KNOWINGLY AFTER HAVING DISCUSSED THE IMPLICATIONS THEREOF WITH COUNSEL, ACKNOWLEDGES THAT THE UNCONTESTED RIGHT TO HAVE A RECEIVER APPOINTED FOR THE FOREGOING PURPOSES IS CONSIDERED ESSENTIAL BY THE LENDER IN CONNECTION WITH THE ENFORCEMENT OF ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, AND THE AVAILABILITY OF SUCH APPOINTMENT AS A REMEDY UNDER THE FOREGOING CIRCUMSTANCES WAS A MATERIAL FACTOR IN INDUCING THE LENDER TO MAKE (AND COMMIT TO MAKE) THE LOAN TO THE GRANTOR, AND AGREES, AT ITS EXPENSE, TO ENTER

INTO ANY AND ALL STIPULATIONS IN ANY LEGAL ACTIONS, OR AGREEMENTS OR OTHER INSTRUMENTS IN CONNECTION WITH THE FOREGOING AND TO COOPERATE FULLY WITH THE LENDER IN CONNECTION WITH THE ASSUMPTION AND EXERCISE OF CONTROL BY THE RECEIVER OVER ALL OR ANY PORTION OF THE COLLATERAL.

7. THE LENDER'S APPOINTMENT AS ATTORNEY-IN-FACT.

7.1. Subject to Section 7.2 below, the Grantor hereby irrevocably constitutes and appoints the Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time at the Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives the Lender the power and right, on behalf of the Grantor, without notice to or assent by the Grantor to do the following:

(a) to ask, demand, collect, receive and give acquittances and receipts for any and all monies due or to become due under any Collateral and, in the name of the Grantor, in its own name or otherwise, to take possession of, endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of monies due under any Collateral and to file any claim or to take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such monies due under any Collateral whenever payable;

(b) to pay or discharge any Liens, including, without limitation, any tax Lien, levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof, which actions shall be for the benefit of the Lender and not any Grantor; and

(c) to (i) direct any Person liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder directly to the Lender or as the Lender shall direct, (ii) receive payment of any and all monies, claims and other amounts due or to become due at any time arising out of or in respect of any Collateral, (iii) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against the Grantor, assignments, verifications and notices in connection with Accounts and other Instruments and Documents constituting or relating to the Collateral, (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral, (v) defend any suit, action or proceeding brought against the Grantor with respect to any Collateral, (vi) settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as the Lender may deem appropriate, (vii) sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral, including, without limitation, any License, as fully and

completely as though the Lender were the absolute owner thereof for all purposes, and (viii) to do, at the Lender's option, at any time, or from time to time, all acts and things which the Lender may deem necessary to protect, preserve or realize upon the Collateral, including, without limitation, any License, and the Lender's security interest therein in order to effectuate the intent of this Security Agreement, all as fully and effectively as the Grantor might do.

7.2. The Lender agrees that it shall only exercise the power of attorney or any rights granted to the Lender pursuant to this Section 7 subject to compliance with all applicable law, including, without limitation, the FCC Rules and the applicable provisions of the Licenses. The Grantor hereby ratifies, to the extent not prohibited by law, all that said attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 7 is a power coupled with an interest and shall be irrevocable until the Secured Obligations are completely and indefeasibly paid and performed in full.

7.3. The powers conferred on the Lender hereunder are solely to protect the Lender's interests in the Collateral and shall not impose any duty upon the Lender to exercise any such powers. The Lender shall have no duty as to any Collateral, including any responsibility for (a) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral or (b) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Lender has or is deemed to have knowledge of such matters. Without limiting the generality of the preceding sentence, the Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default. Failure of the Lender to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees, agents or representatives shall be responsible to the Grantor for any act or failure to act, except for its own gross negligence or willful misconduct (as determined pursuant to a final non-appealable judicial determination).

7.4. The Grantor also authorizes the Lender, at any time and from time to time upon the occurrence and during the continuation of any Event of Default, subject to compliance with all applicable law, including, without limitation, the FCC Rules and the applicable provisions of the Licenses, to (a) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of the Grantor in and under the Contracts hereunder and other matters relating thereto and (b) execute, in connection with the sale of Collateral provided for in Section 8 below, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral. The Lender may obtain the appointment of a trustee or receiver to obtain, upon receipt of all necessary judicial, FCC or other federal or state governmental authority consents or approvals, an assignment of any General Intangible, including, without limitation, any License. Such trustee or receiver shall have all rights and powers provided to it by law or by court order or provided to the Lender under this Security Agreement.

8. RIGHTS AND REMEDIES UPON DEFAULT.

8.1. The occurrence of any one or more of the following events, whether voluntarily or involuntarily or by operation of law, shall constitute an Event of Default hereunder:

(a) A default or event of default under the terms of any other Transaction Document or a default in the payment of any fee or other payment obligation in respect of the Secured Obligations;

(b)

(i) The Grantor shall fail to observe, perform or be in compliance with any of its obligations under this Security Agreement or the terms of any Secured Obligation or any other Transaction Document to which it is a party, and, provided that such failure is of a type which can be cured, such failure shall not be cured within three days after the Grantor's receipt of notice thereof from the Lender;

(ii) Any representation, warranty, statement or certificate made or furnished by the Grantor in or in connection with this Security Agreement or any other Transaction Document, or as an inducement to the Lender to enter into this Security Agreement or such other agreements and documents shall have been false, incorrect or incomplete in any material respect when made or deemed made;

(c) The Grantor shall default in any material respect in any payment due on any indebtedness for borrowed money of the Grantor (other than the Secured Obligations) and such default shall continue for more than the period of grace, if any, applicable thereto, or the Grantor shall default in the performance of or compliance with any term of any evidence of such indebtedness or of any mortgage, indenture or other agreement relating thereto, and any such default shall continue for more than the period of grace, if any, specified therein if such default causes, or permits the holder thereof to cause, the acceleration of such indebtedness;

(d) (i) the Grantor or TVPX files or has filed against it any proceeding under any insolvency or bankruptcy statute which, if involuntary, remains un-dismissed for a period of thirty consecutive days or more; (ii) the Grantor or TVPX makes an assignment for the benefit of its creditors or shall admit its insolvency or shall fail to pay its debts generally as such debts become due; (iii) the Grantor or TVPX applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, or (iv) the Grantor or TVPX takes any limited liability company or corporate action for the purpose of effecting any of the foregoing.

(e) The Grantor shall, without the prior written consent of the Lender, incur final judgments for the payment of money aggregating at any one time in excess of $50,000 (to the extent not covered by insurance) and shall not discharge the same within a period of thirty days unless, pending further proceedings, execution thereon has been effectively stayed; or a non-

monetary judgment or order shall be rendered against the Grantor that could reasonably be expected to have a material adverse effect on the Grantor or its ability to perform its obligations under this Security Agreement or any other Transaction Document, and there shall be any period in excess of thirty consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(f) (i) A creditor of the Grantor or TVPX shall obtain possession of any material portion of the Collateral for the Secured Obligations by any means, including, without limitation, attachment, levy, distraint, replevin or self-help, or any creditor shall establish or obtain any right in such Collateral; (ii) any material damage to, or loss, theft or destruction of, any material Collateral shall occur, except to the extent such loss, damage or injury is covered by insurance or is caused by the Lender; (iii) the Lender shall cease to have a first priority perfected Lien in all of the issued and outstanding equity interests of the Grantor and in all of the properties and assets of the Grantor; (iv) any Lien granted or created or purported to be granted or created by this Security Agreement shall cease or fail to be perfected with respect to any portion of the Collateral with an aggregate fair market value in excess of $10,000 purported to be covered thereby; (v) this Security Agreement or any other Transaction Document ceases to be a legal, valid and binding agreement or obligation enforceable against any party thereto in accordance with its terms, or shall be terminated, invalidated, set aside or declared ineffective or inoperative; or (vi) any party to this Security Agreement or any other Transaction Document shall contest or deny the validity or enforceability of such document or agreement or any Lien or obligation purported to be created thereby;

(g) The FCC or any other governmental authority shall revoke, terminate, substantially and adversely modify or fail to renew any License of the FCC or any other material License, or designate any such License for hearing or commence proceedings to suspend, revoke, terminate or substantially and adversely modify any such License and such proceedings shall not be dismissed or discharged within sixty days; or any agreement that is necessary to the operation of a Station shall be revoked or terminated or materially, adversely modified and not replaced by a substitute reasonably acceptable to the Lender within thirty days of such revocation, termination or modification;

(h) All of the issued and outstanding equity interests and any options, warrants and other rights to acquire any equity interests of the Grantor shall cease to be owned directly by TVPX; or

(i) Any court, government or governmental authority shall condemn, seize or otherwise appropriate, or take custody or control of any substantial portion of the assets of the Grantor.

8.2. If any Event of Default shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to it under this Security Agreement, any other Transaction Document or any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under applicable law, including, without limitation, the UCC. Without limiting the generality of the foregoing, the Grantor expressly agrees that in any such event the Lender, without demand of performance or

other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale or as otherwise expressly provided herein) to or upon the Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent not prohibited by the UCC and other applicable law), shall have the right to collect the Proceeds from all Collateral and may (a) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, ship, advertise for sale or lease and sell or lease (in the manner provided for herein) the Collateral, and in connection with liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any trademark, trade name, trade style, copyright, or process used or owned by the Grantor; (b) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk and (c) exercise (i) all voting, consent, corporate and other rights pertaining to the Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Collateral or otherwise and (ii) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to the Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Collateral upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any issuer of securities pledged hereunder, the right to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Lender may determine), all without liability except to account for property actually received by it, but the Lender shall have no duty to the Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. The Grantor authorizes the Lender, on the terms set forth in this Section 8, to enter the premises where the Collateral is located, to take possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any charge or Lien which, in the opinion of the Lender, appears to be prior or superior to its security interest. The Lender shall have the right upon any such public sale or sales, and, to the extent not prohibited by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption the Grantor hereby releases. The Lender may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title, which procedures shall not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in the Notes, and the Grantor shall remain liable for any deficiency remaining unpaid after such application. To the maximum extent not prohibited by applicable law, the Grantor waives all claims, damages, and demands against the Lender arising out of the repossession, retention or sale of the Collateral. The Grantor agrees that the Lender need not give more than ten days' prior written notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters.

8.3. In addition to the rights and remedies provided under Section 8.2 above, upon the occurrence and during the continuation of an Event of Default the Lender may take such measures as the Lender may deem necessary or proper for the care, protection, maintenance, operation and preservation of the Collateral, for the preparation of the Collateral for sale, lease, or other disposition, or for the most advantageous beneficial exercise of its remedies hereunder. Without limiting the generality of the foregoing, the Lender shall have the right to apply for and have a trustee or receiver appointed by a court of competent jurisdiction in any action taken by the Lender to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business comprised by the Collateral and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Collateral shall be finally made and consummated.

8.4. The Grantor agrees that, in any sale of any of such Collateral, whether at a foreclosure sale or otherwise, the Lender is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral) or in order to obtain any required approval of the sale or of the purchaser by any governmental authority, and the Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Lender be liable nor accountable to the Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

8.5. The Grantor also agrees to pay all reasonable fees, costs and expenses of the Lender, including, without limitation, attorneys' fees and costs, incurred in connection with the enforcement of any of its rights and remedies hereunder.

8.6. The Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent not prohibited by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.7. The Grantor agrees that a breach of any covenants contained in this Section 8 will cause irreparable injury to the Lender, that in such event the Lender would have no adequate remedy at law in respect of such breach and, as a consequence, agrees that in such event each and every covenant contained in this Section 8 shall be specifically enforceable against the Grantor, and the Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable.

8.8. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed and applied as determined by the Lender in its discretion.

8.9. The Lender's exercise of its rights and remedies under this Section 8 are subject to the Lender's compliance with all of the FCC Rules and any other applicable federal or state regulatory authority and other applicable requirements of law.

9. LIMITATION ON THE LENDER'S DUTY IN RESPECT OF COLLATERAL. The Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under Section 9-207 of the UCC (or any other then applicable successor provision of the UCC).

10. TERMINATION OF SECURITY INTERESTS. This Security Agreement and the security interests granted hereunder shall terminate when all amounts due and owing on account of, and all obligations and liabilities of the Grantor in respect of, the Secured Obligations (other than contingent Secured Obligations that expressly survive the termination of any Transaction Document) shall have been fully, irrevocably and indefeasibly performed, satisfied and paid in cash. Upon such termination, the Lender shall execute and deliver to the Grantor termination statements with respect to financing statements filed hereunder. Notwithstanding the foregoing, this Security Agreement shall continue to be effective or be reinstated and relate back to such time as though this Security Agreement had always been in effect, as the case may be, if at any time any amount received by the Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

11. CUMULATIVE REMEDIES. All rights, remedies and powers conferred upon the Lender herein or by law shall be cumulative and concurrent at the option of the Lender, and the Lender may foreclose or exercise the power of sale or any other remedy available to it successively upon any Event of Default or upon successive Events of Default hereunder without the necessity of declaring all sums secured hereby to be due and payable. Upon any such occasion, the Lender shall be authorized to sell, lease or dispose of all or any such part of the Collateral as it shall elect and as permitted by law. The remaining Collateral shall continue as security for any other sums remaining due after such sale, lease or disposition or thereafter to become due or payable on any of the Secured Obligations.

12. WAIVERS.

12.1. No delay, omission or forbearance by the Lender in the exercise of any right, power or remedy conferred upon it herein or by law or equity, nor any continuance by the Lender of its performance shall be a waiver or excuse of the event giving rise to the same. The single or partial exercise of a right, power or remedy does not preclude its further exercise from time to time and as often as may be deemed expedient by the Lender. No waiver by the Lender

of any Event of Default or of any right, power or remedy hereunder shall operate as a waiver of any other Event of Default, right, power or remedy on a future occasion.

12.2. The Grantor hereby waives, releases and discharges, to the full extent permitted by law, any right which it has or may have at law, in equity or by statute, to require the Lender to pursue or otherwise avail itself of any rights or remedies which it has or may have against any other Person with respect to the payment of the Notes or the performance of the terms, covenants and conditions of the other Transaction Documents or to pursue or exhaust any of its rights or remedies with respect to any other security for the satisfaction of the Secured Obligations or the performance of the terms, covenants and conditions of the Transaction Documents. The Grantor hereby waives and releases any right of marshaling of assets which it might otherwise have.

12.3. No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or the further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies at law or in equity. All rights of the Lender, the security interests granted hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any other Transaction Document;

(b) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Transaction Document; or

(c) any exchange or release of, or non-perfection of any Lien or security on or in, any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Secured Obligations.

13. MISCELLANEOUS.

13.1. No Limitation on Transaction Documents. Nothing herein shall limit, restrict or impair in any respect any of the Lender's rights or the Grantor's obligations under any other Transaction Document.

13.2. Waivers. Any term of this Security Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Grantor and the Lender, except to the extent that such term is required or permitted to be waived without such consent as expressly provided hereunder. No waiver of any single breach or default under this Security Agreement shall be deemed a waiver of any other breach or default.

13.3. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Security Agreement shall be in writing and shall be deemed to

have been duly delivered and received if given in accordance with the provisions of the Accommodation Agreement with the address of the Grantor and the Lender being as set forth in the Accommodation Areement or such other address as may be given by notice from such party from to time in accordance with this Section.

13.4. Action For Grantor. If the Grantor shall fail to do any act or thing which it has covenanted to do hereunder or if any representation or warranty of the Grantor hereunder shall be breached, the Lender may (but shall not be obligated to) do the same or cause it to be done, or remedy any such breach, and there shall be added to the Secured Obligations the cost or expense incurred by the Lender in so doing, and any and all amounts expended by the Lender in taking any such action shall be secured by this Security Agreement and shall bear interest at the default interest rate set forth in the Notes. In no event shall the Lender be liable to the Grantor for any action, matter or thing in connection with this Security Agreement other than gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction and to account for moneys or Collateral actually received by the Lender in accordance with the terms hereof.

13.5. APPLICABLE LAW. THIS SECURITY AGREEMENT AND THE DUTIES, RIGHTS, POWERS AND REMEDIES OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE LENDER AND THE GRANTOR AND SHALL BE SUBJECT TO NO EXCEPTIONS. THE GRANTOR HAS MADE THIS CHOICE OF GOVERNING LAW KNOWINGLY AND WILLINGLY AND AFTER CONSULTING WITH COUNSEL. NEITHER THE LENDER NOR THE GRANTOR HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

13.6. Amendments. Subject to Section 11.15 of the Accommodation Agreement, this Security Agreement may not be amended or modified nor may any of the Collateral be released by the Grantor except in a writing signed by the parties hereto.

13.7. Successors And Assigns. All of the covenants, conditions and agreements herein contained shall be binding upon the Grantor and its successors and permitted assigns; provided, however, that the Grantor may not assign or transfer any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the Lender, and any purported assignment in violation of this Section shall be void. This Security Agreement shall inure to the benefit of the permitted successors and assigns of the Lender, and, in the event of any transfer or assignment of rights by the Lender, the rights and privileges herein conferred upon the Lender shall automatically extend to and be vested in such permitted transferee or assignee, all subject to the terms and conditions hereof.

13.8. ENFORCEMENT. THE GRANTOR (A) HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF DELAWARE AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS SECURITY AGREEMENT OR THE SUBJECT MATTER HEREOF BROUGHT BY THE LENDER OR ITS SUCCESSORS OR ASSIGNS AND (B) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS SECURITY AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT, (C) HEREBY WAIVES AND AGREES NOT TO SEEK ANY REVIEW BY ANY COURT OF ANY OTHER JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF THE JUDGMENT OF ANY SUCH STATE OR FEDERAL COURT AND (D) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ASSERT, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. THE GRANTOR HEREBY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN. THE GRANTOR AGREES THAT ITS SUBMISSION TO JURISDICTION AND ITS CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF THE LENDER. FINAL JUDGMENT AGAINST THE GRANTOR IN ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, OR IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION; PROVIDED, HOWEVER, THAT THE LENDER MAY AT ITS OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS, AGAINST THE GRANTOR OR ANY OF THE GRANTOR'S ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE THE GRANTOR, OR ITS ASSETS, MAY BE FOUND.

13.9. JURY TRIAL WAIVER. EACH OF THE GRANTOR AND THE LENDER WAIVES IRREVOCABLY, TO THE EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE LENDER AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS SECURITY AGREEMENT, THE NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, CONTRACT

CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE GRANTOR AND THE LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS SECURITY AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE GRANTOR AND THE LENDER FURTHER REPRESENT AND WARRANT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (UNLESS EXPRESSLY MODIFIED IN WRITING BY ALL PARTIES HERETO), AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS. IN THE EVENT OF LITIGATION, THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13.10. Counterparts. This Security Agreement may be executed in any number of counterparts or duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

13.11. Separability. If any one or more of the provisions contained in this Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall not in any way be affected or impaired. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

13.12. The Grantor's Continuing Liability. Notwithstanding any provision of this Security Agreement or any other Transaction Document to the contrary or any exercise by the Lender of any of its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (a) the Grantor shall remain liable to perform its obligations and duties in connection with the Collateral and (b) the Lender shall not assume or be considered to have assumed any liability to perform such obligations and duties or to enforce any of the Grantor's rights in connection with the Collateral, except, in each case, as otherwise provided in the Accommodation Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

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

LENDERS:

MEDIA GENERAL OPERATIONS, INC.

By:_____

Name:_____

Title:_____

MEDIA GENERAL COMMUNICATIONS, INC.

By:_____

Name:_____

Title:_____

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

By:_____

Name:_____

Title:_____

GRANTOR:

MG BROADCASTING, LLC

By:_____

Name:_____

Title:_____

SCHEDULE A

Legal Name; Jurisdiction Of Formation; Books And Records; Location Of Collateral

Legal Name:

Jurisdiction of Formation:

Chief executive office:

Books and Records

Location of Collateral

EXHIBIT D-3
to Qualified Exchange Accommodation Agreement

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $_____.

This instrument was prepared
outside of the State
of Tennessee by and after
recording should be
returned to:

_____

_____

_____

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING[1]
BY

MG Broadcasting, LLC
Grantor,

TO

_____,
the Trustee,
for the benefit of

Media General Operations, Inc., Media General Communications, Inc. and Media General Broadcasting of South Carolina Holdings, Inc.,
collectively, as Lender

Property:
_____County, Tennessee

DATED: As of_____, 2006

NOTE: THIS DEED OF TRUST COVERS PROPERTY WHICH IS OR MAY BECOME SO AFFIXED TO REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AS

[1] Additional mortgage forms will be prepared for execution and delivery by the EAT with respect to all owned real property conveyed to the EAT under the Relinquished Property Contract. The additional mortgages will be in a form conforming to applicable state law requirements for an enforceable and recordable mortgage.

TO BECOME FIXTURES AND ALSO CONSTITUTES A FIXTURE FILING UNDER TENN. CODE ANN. § 47-9-502. GRANTOR IS THE OWNER OF SAID PROPERTY.

NOTICE PURSUANT TO TENN. CODE ANN. § 47-28-104: THIS DEED OF TRUST SECURES FUTURE ADVANCES WHICH ARE "OBLIGATORY ADVANCES" AS DEFINED IN THE AFORESAID STATUTE AND IS MADE FOR COMMERCIAL PURPOSES.

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING ("Deed of Trust") is made as of June ___, 2006, by MG Broadcasting, LLC, a Delaware limited liability company, as grantor ("Grantor"), with its principal office at Nine Damonmill Square, Suite 1A, Concord, Massachusetts, 01742, in favor of _____, as trustee (together with its successor and assigns, "Trustee"), having an office at _____ _____, for the benefit of Media General Operations, Inc. ("Operations"), Media General Communications, Inc. ("Communications") and Media General Broadcasting of South Carolina Holdings, Inc. ("Holdings"), each with an office at 333 E. Franklin Street, Richmond, Virginia, 23293. Each of Holdings, Operations and Communications may be sometimes referred to herein individually or collectively, with any successors or assigns thereto in such capacity, as the "Lender."

I.
RECITALS

A. The Grantor is the owner and holder of fee simple title in and to all of the real estate located in the County of _____and State of Tennessee (the "State"), and more fully described in Exhibit A attached hereto (the "Premises"), which Premises form a portion of the Property (as hereinafter defined);

B. The Grantor and TVPX Acquisitions, Inc. ("TVPX") have entered into a Qualified Exchange Accommodation Agreement, dated as of May 11, 2006, with each Lender (collectively, the "Accommodation Agreement"), pursuant to which the Grantor has agreed to serve as an "Exchange Accommodation Titleholder" (as defined in the Revenue Procedure) for the benefit of such Lender in order that such Lender may effect an exchange of property and assets qualifying under Section 1031 of the Code.

C. Pursuant to the Accommodation Agreement, each Lender has made a loan to the Grantor (each, a "Loan"), the Grantor has issued to such Lender a Promissory Note, dated as of even date herewith (each, a "Note"), obligating the Grantor to repay such Loan and to make interest payments to such Lender pursuant to the terms and conditions thereof, and the Grantor and each Lender have entered into that certain Security Agreement, dated as of even date herewith (the "Security Agreement"). The Security Agreement, the Notes, this Deed of Trust, the Accommodation Agreement and the other Documents are hereinafter collectively referred to as the "Transaction Documents." Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Accommodation Agreement.

D. In order to induce the Lender to make the Loans to the Grantor and to ensure that the Loans and all obligations of the Grantor under the Transaction Documents will be secured as provided herein, the Grantor has agreed to enter into this Deed of Trust.

II.
THE GRANT

NOW, THEREFORE, in order to secure the payment and performance of the obligations of the Grantor under the Notes, this Deed of Trust and the other Transaction Documents that may now or hereafter become owing from Grantor to the Lender (the "Secured

Indebtedness"), and in consideration of Ten and No/100 Dollars ($10.00) in hand paid by the Lender to the Grantor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby irrevocably grants, bargains, sells, releases, conveys, warrants, assigns, transfers, mortgages, deeds, pledges, hypothecates, sets over and confirms unto Trustee, WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of the Lender forever TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to the Trustee and the Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Property unto the Trustee and the Lender forever. The "Property" shall mean and include the Grantor's estate, right, claim and interest in and to the Premises, together with all of the Grantor's estate, right, claim and interest in and to the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily:

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"), together with any and all personal property now or hereafter owned by the Grantor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of the Grantor now owned or hereafter acquired, including, without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of the Grantor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority granted to the Lender pursuant to Section 3.8 hereof;

(e) all right, title and interest of the Grantor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by the Grantor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which the Grantor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of the Grantor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of the Grantor under any contracts executed by the Grantor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of the Grantor in and to all tangible personal property ("Personal Property") now or hereafter owned by the Grantor and located in, on or at the Premises or the Improvements and used or useful in connection therewith, including, without limitation:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all fixtures now or hereafter owned by the Grantor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and

(j) all the estate, interest, right, title or other claim or demand which the Grantor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of

grade of streets and awards and compensation for severance damages (collectively "Awards").

The Grantor hereby covenants with the Trustee and the Lender: (i) that at the execution and delivery hereof, the Grantor owns the Property and has fee simple or leasehold estate therein; (ii) that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than any liens or other encumbrances or exceptions to title with respect to the Property arising out of any Transaction Document or existing immediately prior to the consummation of the transactions contemplated by the Asset Purchase Agreement (as defined in the Security Agreement) (the "Permitted Encumbrances"), (iii) that the Grantor has good and lawful right to sell, mortgage and convey the Property; and (iv) that the Grantor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever other than the Permitted Encumbrances.

III.
GENERAL AGREEMENTS

3.1 Payment of Indebtedness. The Grantor shall pay promptly and when due all amounts owing by the Grantor in respect of the Secured Indebtedness at the times and in the manner provided in the Notes, the Accommodation Agreement, the Security Agreement, this Deed of Trust, or any of the other Transaction Documents.

3.2 Payment of Impositions by Lender. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), the Lender is hereby authorized to make or advance, in the place and stead of the Grantor, any payment relating to general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, whether ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Grantor's interest therein. The Lender may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. The Lender is further authorized to make or advance, in place of the Grantor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.2, whenever, in the Lender's judgment and discretion, such advance is necessary to protect the full security intended to be created by this Deed of Trust.

3.3 Condemnation and Eminent Domain. The Grantor shall give the Lender prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to the Lender copies of any and all papers served on the Grantor in connection with any such proceeding. The Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same and to be represented therein by counsel of its own choice, and the Grantor will deliver, or cause to be delivered to the Lender such instruments as may be requested by it from time to time to permit such participation or control. The Grantor hereby assigns, transfers and sets over unto the Lender the entire proceeds of any and all Awards resulting from any Taking. The Lender is

hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. Such Award or payment shall be applied in the same manner as if they were proceeds from a casualty loss covered by insurance in accordance with Section 3.4 hereafter.

3.4 Restoration. In the event there shall be a casualty loss or a Taking, and the Lender elects or the Grantor is legally required to cause the applicable insurance proceeds or Award to be applied to restore, repair or replace the Property ("Restoration"), such insurance proceeds or Award shall be disbursed in accordance with disbursement procedures established by the Lender.

3.5 Prohibited Liens; Prohibited Transfers.

(a) The Grantor shall not create, suffer, or permit to be created or filed against the Property any Lien (as defined in the Security Agreement) superior or inferior to the Lien created by this Deed of Trust.

(b) The Grantor shall not sell, lease or convey all or any part of the Property or any interest therein.

3.6 Assignment of Leases and Rents.

(a) All right, title, and interest of the Grantor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to the Lender. Except as otherwise provided in the Accommodation Agreement, the Lender may exercise any of the rights or powers conferred upon it by this paragraph at any time.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (a) the Lender shall have the rights and powers as are provided herein, (b) this Deed of Trust shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to the Lender without proof of the Event of Default, and (c) the Lender shall have the authority, as the Grantor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of the Grantor and to bind the Grantor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(c) If the Grantor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease that are required to be performed, observed and kept by it under the Accommodation Agreement, then the Lender may perform and comply with any such Lease covenants, agreements and provisions.

3.7 Uniform Commercial Code.

(a) This Deed of Trust constitutes a Security Agreement as that term is used in the Uniform Commercial Code in the State (the "UCC") with respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property,

fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). All of the Grantor's right, title and interest in the Personal Property Collateral is hereby assigned to the Lender to secure the payment of the Secured Indebtedness.

(b) At any time after an Event of Default has occurred and shall be continuing, the Lender shall have the remedies of a secured party under the UCC, including, without limitation, the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of the Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the UCC shall not be construed as a waiver of any of the other remedies of the Lender, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

(c) This Deed of Trust is intended to be a "fixture filing" for purposes of the UCC with respect to the items of Property which are or may become fixtures relating to the Premises upon recording of this Deed of Trust in the real estate records of the proper office. The addresses of the Grantor (Debtor) and the Lender (Secured Party) are as set forth in Section 6.2 hereof.

(d) The Grantor hereby authorizes the Lender to cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of the Lender's lien upon the Personal Property Collateral.

3.8 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, the Lender may release from the lien created hereby all or any part of the Property, or release from liability any person obligated to repay any of obligations to the Lender, without affecting the liability of any party to any Note, this Deed of Trust, or any of the other Transaction Documents (including, without limitation, any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. The Lender may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness or other obligations to the Lender. Such agreement shall not in any way release or impair the lien created by this Deed of Trust or reduce or modify the liability of any person or entity obligated personally to repay any such obligations, but shall extend the lien created by this Deed of Trust as against the title of all parties having any interest in the Property.

3.9 Further Assurances. The Grantor agrees that, upon the request of the Lender from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things, and will otherwise cooperate with the Lender, as may reasonably be necessary to fully effectuate the intent of this Deed of Trust. In the event that the Grantor shall fail to do any of the foregoing, the Lender may, in its sole discretion, do so in the name of the Grantor, and the Grantor hereby appoints the Lender as its attorney-in-fact to do any of the foregoing.

IV.
EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default. The occurrence of any one or more of the following events, whether voluntarily or involuntarily or by operation of law, shall constitute an "Event of Default" hereunder: (a) a default or event of default under the terms of any of the Transaction Documents; (b) the Grantor shall fail to observe, perform or be in compliance with any of its obligations under any of the Transaction Documents, and, provided that such failure is of a type which can be cured, such failure shall not be cured within three days after the Grantor's receipt of notice thereof from the Lender; (c) the Grantor files or has filed against it any proceeding under any insolvency or bankruptcy statute which, if involuntary, remains un-dismissed for a period of thirty consecutive days or more; (d) the Grantor makes an assignment for the benefit of its creditors; (e) the Grantor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, or (f) the Grantor takes any limited liability company action for the purpose of effecting any of the foregoing. The Secured Indebtedness shall be subject to acceleration upon an Event of Default.

4.2 Foreclosure and Power of Sale. Notwithstanding anything to the contrary set forth herein, and in addition to all other remedies set forth elsewhere in this Deed of Trust, upon the occurrence and during the continuation of an Event of Default, the Lender may require the Trustee, and the Trustee is hereby authorized and empowered, to enter and take possession of the Property and to sell all or part of the Property, at public auction, to the highest bidder for cash, free from the equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, all of which are hereby expressly waived, after giving notice of the time, place and terms of such sale and of the Property to be sold, by advertising the sale of the Property for twenty (20) days by three (3) weekly notices in some newspaper published in the county and state where the Property is situated, which notice may be given before or after entry by the Trustee. Failure of any high bidder to pay the purchase price and close this sale shall, at the option of the Lender, be cause for rejection of the bid and, if the bid is rejected, the Lender shall have the option, without further notice, publication or public auction, of making the sale to the next highest bidder who is able and willing to comply with the sale terms. The Trustee shall execute a conveyance to the purchaser in fee simple and deliver possession to the purchaser, which the Grantor warrants shall be given without obstruction, hindrance or delay. The Trustee may sell all or any portion of the Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. The Trustee making such sale shall receive the proceeds thereof and shall apply the same in the manner specified in Section 4.8 hereof. The sale or sales by the Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold. If the proceeds of such sale or sales of less than the whole of the Property shall be less than the aggregate of the Secured Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property; provided, however, that the Grantor shall never have any right to require the sale or sales of less than the whole of the Property, but the Lender shall have the right at its sole election to request the Trustee to sell less than the whole of the Property. The Lender may bid and become the purchaser of all or any part of the Property at any such sale, and the amount of the Lender's successful bid may be credited on the Secured Indebtedness. The Trustee may adjourn any sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The sale may be conducted on the Property, at the front door of the county courthouse in the county where the Property is located, or at any other reasonable location selected by the Lender.

4.3 Sale of Personal Property Collateral.

Upon the occurrence and during the continuation of an Event of Default, at the request of the Lender, the Trustee shall sell the Personal Property Collateral concurrently with and in conjunction with a sale of the Premises, in which case the provisions of Section 4.2 hereof shall apply to the Personal Property Collateral as well as to the Premises. The Grantor stipulates and agrees that a sale of the Personal Property Collateral in conjunction with the Premises is a commercially reasonable manner of disposing of the Personal Property Collateral. Alternatively, upon the occurrence and during the continuation of an Event of Default, the Lender may sell or otherwise dispose of the Personal Property Collateral separately and apart from the Premises in the time and manner provided by the UCC. To the extent that the UCC shall require prior notice of sale or other disposition of the Personal Property Collateral, twenty (20) days written notice shall be deemed to be reasonable notice. Upon the occurrence and during the continuation of an Event of Default, the Lender also may (a) require the Grantor to, and the Grantor hereby agrees that the Grantor will at the Grantor's expense and upon request of the Lender forthwith, assemble all or part of the Personal Property Collateral as directed by the Lender and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to the parties; and (b) sell the Personal Property Collateral or any part thereof in one or more parcels at public or private sale for cash or credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable. The Lender shall not be obligated to make any sale of the Personal Property Collateral regardless of a notice of sale having been given. The Lender or the Trustee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

4.4 Remedies Cumulative and Non-Waiver.

(a) No remedy or right of the Lender hereunder or under the Notes or any of the other Transaction Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any such remedy or right of the Lender shall impair any such remedy or right or be construed to be a waiver thereof, nor shall any single or partial exercise of or omission to exercise any such remedy or right preclude any other or the further exercise thereof or the exercise of any other remedy or right, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Lender. All obligations of the Grantor, and all rights, powers and remedies of the Lender shall be in addition to, and not in limitation of, those provided by law or in the Security Agreement or contained in any of the other Transaction Documents or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

(b) The Lender may elect to subordinate this Deed of Trust to all or only selected Leases, as determined or selected by the Lender in its sole and absolute discretion, and to foreclose this Deed of Trust subject to all Leases or such selected Leases. However, the Lender's election not to foreclose this Deed of Trust subject to all Leases or selected Leases will not be, or be asserted by the Grantor to be, a defense to any proceedings instituted by the Lender to collect the indebtedness hereby secured or to collect any deficiency remaining unpaid after the foreclosure sale of the Property or any portion

thereof. Otherwise, any foreclosure sale of the Property or any portion thereof pursuant to this Deed of Trust, without further notice, shall create the relation of landlord and tenant at sufferance between the purchaser and the Grantor or any person holding possession of the Property through the Grantor. Upon the failure of the Grantor or any such person to surrender such possession immediately upon the purchaser's written request, the Grantor or such person may be removed by a writ of possession obtained by the purchaser in any court then having jurisdiction and venue

4.5 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Deed of Trust, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of the Lender in the protection of the Property and the exercise of the Lender's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as the Lender may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All such expenses shall be due and payable by the Grantor upon demand with interest thereon at the default interest rate set forth in the Notes (the "Default Rate").

4.6 Lender's Performance of the Grantor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, the Lender, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may (a) make any payment or perform any act herein, in the Notes or any other Transaction Document which is required of the Grantor (whether or not the Grantor is personally liable therefor) in any form and manner deemed expedient to the Lender; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. The Lender, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as the Lender may deem appropriate and may enter into such contracts therefor as the Lender may deem appropriate or may perform the same itself.

4.7 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof, the Grantor shall, immediately upon the Lender's demand, surrender to the Lender, and the Lender shall be entitled to take, actual possession of the Property or any part thereof, personally or by its agent or attorneys. The Lender may enter upon and take and

maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of the Grantor or the then owner of the Property relating thereto. The Lender may exclude the Grantor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of the Grantor or such owner, or in its own name, the Lender may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. The Lender shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to the Grantor.

4.8 Application of Income Received by Lender. The Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Lender may determine: (i) to the payment of the operating expenses of the Property including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; (iii) to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes, with interest thereon as provided herein or in the other Transaction Documents; and (iv) to all amounts owing under the Notes.

4.9 Appointment of Receiver. If an Event of Default has occurred and is continuing, the Lender, without regard to the value, adequacy or occupancy of the Property as security for the Secured Indebtedness, shall be entitled as a matter of right if it so elects to the appointment of a receiver ("Receiver"), either ex parte or upon prior notice to the Grantor, to enter upon and take possession of the Property, and to collect and apply the Rents in the manner it deems appropriate or as the court otherwise may direct. Any such Receiver shall have all the usual powers and duties of receivers in similar cases. This Deed of Trust shall secure the expenses, including, without limitation, the Receiver's fees, attorney's fees, costs and agent's compensation, which are incurred pursuant to the powers herein contained. The right to enter, take possession of, manage and operate the Property, and collect the Rents, whether by the Receiver or otherwise, shall be cumulative to any other right or remedy and may be exercised concurrently therewith or independently thereof. The Lender or the Receiver, as the case may be, shall be liable to account only for such rents, income and other benefits actually received by the Lender or the Receiver. Notwithstanding the appointment of a Receiver or any other custodian, the Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to, the Lender.

4.10 Rescission of Notice of Default. The Lender may from time to time rescind any notice of default or notice of sale before any Trustee's sale as provided above, by executing and delivering to the Trustee a written notice of such rescission, which such notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by the Lender of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of the Lender to execute and deliver to the Trustee, as above provided, other declarations or notices of default to satisfy the obligations of this Deed of Trust or the obligations secured hereby, nor otherwise affect any provision, covenant or condition of any Transaction Document or any of the rights, obligations or remedies of the Trustee or the Lender hereunder or thereunder.

4.11 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied as determined by the Lender in its discretion.

4.12 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Deed of Trust, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory.

4.13 Waiver of Statutory Rights. The Grantor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, and the Grantor hereby waives the benefit of such laws. The Grantor, for itself and all who may claim by, through or under it, waives any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Deed of Trust, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. The Grantor further waives any and all rights of homestead, dower, elective or distributive share and redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Deed of Trust, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Deed of Trust; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.

4.14 Effect of Judgment. The obtaining of any judgment by the Lender and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the Lien of this Deed of Trust upon the Property or any part thereof, or any Liens, powers, rights and remedies of the Lender hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

4.15 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS DEED OF TRUST.

4.16 Request for Notice. The Grantor hereby requests a copy of any notice of default and requests that any notice of sale hereunder be mailed to the Grantor at the address referenced in Section 6.2 hereof. Otherwise, neither the Trustee nor the Lender is under any obligation to notify any person or entity of any action or proceeding of any kind in which the Grantor, the

Lender and/or the Trustee shall be a party, unless brought by the Trustee, or of any pending sale under any other deed of trust.

V.
TRUSTEE

5.1 Acceptance by Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.2 Compensation. The Trustee waives any statutory fee and shall accept reasonable compensation from the Lender in lieu thereof for any services rendered by it in accordance with the terms hereof.

5.3 Action In Accordance with Instructions. Upon receipt by the Trustee of instructions from the Lender at any time or from time to time, the Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of any part or all of the Property as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to the Trustee or to the Lender. In addition, at any time or from time to time, upon request of the Lender and presentation of this Deed of Trust for endorsement, and without affecting the liability of any person for payment of the Secured Indebtedness, the Trustee may, upon such request, reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting an easement thereon, or join in any extension agreement or any agreement subordinating the lien and estate hereof.

5.4 Resignation. The Trustee may resign at any time upon giving not less than 60 days prior written notice to the Lender, but shall continue to act as trustee until its successor shall have been qualified and appointed pursuant to Section 5.5 hereof.

5.5 Substitute Trustee. If the Trustee shall die or become disqualified from acting or shall fail or refuse to act when requested by the Lender, or if, for any reason or for no reason at all, the Lender shall prefer to appoint a substitute trustee to act instead of the trustee herein named, or any substitute trustee previously appointed, the Lender shall have the full power to appoint, by written instrument signed and acknowledged by the Lender and recorded in the real property records of the county in which the Property is located, a substitute trustee, or several substitute trustees in succession, who shall succeed to all of the estate, right, power and duty of the trustee herein named. Upon appointment, all of the powers, rights, and authority of the Trustee shall immediately become vested in the successor.

5.6 Oath and Bond Waived. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

5.7 Employment of Agents. The Trustee, or any one acting in his or its stead, shall have, in his or its discretion, authority to employ all proper agents and attorneys in the execution of this trust or in the conducting of any sale made pursuant to the terms hereof, and to pay the documented cost of such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then the Grantor hereby undertakes and agrees to pay the documented cost of such services rendered to the Trustee. The Trustee may rely on any document reasonably believed by him in good faith to be genuine. All money received by the Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and the Trustee shall not be liable for interest thereon.

5.8 Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of the Trustee or the Lender under this Deed of Trust, the Trustee and the Lender shall be reimbursed by the Grantor, immediately upon demand, for all reasonable documented costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Property; provided, however, that the Trustee shall not be entitled to indemnification for the Trustee's gross negligence or willful misconduct.

VI.
MISCELLANEOUS

6.1 Trust is Irrevocable. The trust created hereby is irrevocable by the Grantor.

6.2 Notices. Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by fax, on the date of transmission if transmitted on a business day before 5:00 p.m. New York Time; (c) if delivered by overnight courier, one (1) business day after delivery to the courier properly addressed; or (d) if delivered by U.S. mail, four (4) business days after deposit with postage prepaid and properly addressed.

Notices shall be addressed as follows:

(i) If to Trustee:

_____
_____
_____
Telecopier No.: _____

(ii) If to the Grantor:

c/o TVPX Acquisitions, Inc.
Nine Damonmill Square, Suite 1A
Concord, Massachusetts 01742
Attention: _____
Telecopier No.: (987) 287-0055

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

_____
_____
Attention: _____
Tel. No.: _____
Telecopier No.: _____

(ii) If to the Lender:

c/o Media General, Inc.
333 E. Franklin Street
P.O. Box 85333
Richmond, Virginia 23293
Attention: John A. Schauss, Vice President-Finance and CFO
Telecopier No.: (804) 649-6131

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

George L. Mahoney, Esq.
Vice President, Secretary and General Counsel
Media General, Inc.
333 E. Franklin Street
P.O. Box 85333
Richmond, Virginia 23293
Telecopier No.: (804) 649-6989

and to

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, D.C. 20036
Attention: John T. Byrnes, Esq.
Telecopier No.: (202) 776-2222

6.3 Time of Essence. Time is of the essence of this Deed of Trust.

6.4 Covenants Run with Land. All of the covenants of this Deed of Trust shall run with the land constituting the Premises.

6.5 GOVERNING LAW. **THIS DEED OF TRUST SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT TENNESSEE LAW NECESSARILY APPLIES BECAUSE THE PROPERTY IS LOCATED IN TENNESSEE.**

6.6 Severability. If any provision of this Deed of Trust, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Deed of Trust shall be construed as if such invalid part were never included.

6.7 Non-Waiver. Unless expressly provided in this Deed of Trust to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other

party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

6.8 Attorney-in-Fact. The Grantor hereby irrevocably appoints the Lender and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that the Lender deems appropriate to protect the Lender's interest, if the Grantor shall fail to do so within twenty (20) days after written request by the Lender, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Fixtures, personalty, plans and property agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve the Lender's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of the Grantor hereunder; however: (i) the Lender shall not under any circumstances be obligated to perform any obligation of the Grantor; (ii) any sums advanced by the Lender in such performance shall be added to and included in the Secured Indebtedness and shall bear interest at the Default Rate; (iii) the Lender as such attorney-in-fact shall only be accountable for such funds as are actually received by the Lender; and (iv) the Lender shall not be liable to the Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section. This appointment shall not terminate on the disability of the Grantor.

6.9 Headings. The headings of sections and paragraphs in this Deed of Trust are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

6.10 Grammar. As used in this Deed of Trust, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

6.11 Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

6.12 Successors and Assigns. This Deed of Trust shall be binding upon the Grantor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through the Grantor.

6.13 Counterparts. This Deed of Trust may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Deed of Trust.

6.14 Mortgagee in Possession. Nothing contained in this Deed of Trust shall be construed as constituting the Lender a mortgagee in possession in the absence of the actual taking of possession of the Property.

6.15 Incorporation of Security Agreement; No Conflicts. The terms of the Security Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of Section 3.7 hereof and the Security Agreement, the terms and provisions of the Security Agreement shall control; in the event of a conflict

between any other term or provision of this Deed of Trust, the Security Agreement or the Notes, the terms and provisions of the Security Agreement or the Notes, as applicable, shall control.

6.16 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Deed of Trust. In the event an ambiguity or question of intent or interpretation arises, this Deed of Trust shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Deed of Trust.

6.17 Reconveyance. If and when the Grantor has paid all of the Secured Indebtedness and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Notes and in all of the other Transaction Documents and there exist no commitments of the Lender under the Transaction Documents which could give rise to Secured Indebtedness, the Lender will deliver to the Trustee a written request for reconveyance, and will surrender to the Trustee for cancellation this Deed of Trust; provided, however, that the Lender will have no obligation to deliver the written request until the Lender has been paid by the Grantor, in immediately available funds, all escrow, closing, and recording costs, the costs of preparing and issuing the reconveyance, and any trustee's or reconveyance fees. Upon the Trustee's receipt of the written request by the Lender and any other required documents, the Trustee will reconvey, without warranty, the Property or that portion then held, subject to the applicable requirements of the Accommodation Agreement. To the extent permitted by law, the reconveyance may describe the grantee as the person or persons legally entitled and the recitals of any matters or facts in any reconveyance will be conclusive proof of the truthfulness of them. Neither the Lender nor the Trustee will have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last reconveyance will operate as a reassignment of all future Rents of the Property to the person legally entitled. In the alternative, if and when the Grantor has paid all of the Secured Indebtedness and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Notes and in all of the other Transaction Documents and there exist no commitments of the Lender under the Transaction Documents which could give rise to Secured Indebtedness, the Lender shall release the Deed of Trust, whether in whole or in part, in accordance with all applicable Tennessee laws and subject to the applicable requirements of the Accommodation Agreement.

6.18 Compliance with Applicable Law. Any other provision contained herein to the contrary notwithstanding,

(a) In the event that any provision in this Deed of Trust shall be inconsistent with any provision of Tennessee law regarding foreclosure (the "Tennessee Foreclosure Law"), the provisions of the Tennessee Foreclosure Law shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with Tennessee Foreclosure Law; and

(b) If any provision of this Deed of Trust shall grant to the Lender (including the Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Deed of Trust, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in the Lender or such receiver under the Tennessee Foreclosure Law

in the absence of said provision, the Lender and such receiver shall be vested with the rights granted under the Tennessee Foreclosure Law to the full extent permitted by law.

6.19 Secured Indebtedness to Include Judgments; Other Collateral. The term "Secured Indebtedness" as defined in this Deed of Trust shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of the Grantor to the Lender and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Grantor under this Deed of Trust or any or all of the other Transaction Documents. The obtaining of any judgment by the Lender (other than a judgment foreclosing this Deed of Trust) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Deed of Trust upon the Property or any part thereof, or any liens, powers, rights and remedies of Lender hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, the Grantor acknowledges and agrees that the Secured Indebtedness is secured by the Property and various other collateral at the time of execution of this Deed of Trust. The Grantor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Indebtedness. Accordingly, the Grantor acknowledges that it is in the Grantor's contemplation that the other collateral pledged to secure the Secured Indebtedness may be pursued by the Lender in separate proceedings in the various states and counties where such collateral may be located and additionally that the Grantor will remain liable for any deficiency judgments in addition to any amounts the Lender may realize on sales of other property or any other collateral given as security for the Secured Indebtedness. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Deed of Trust, that the Secured Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law.

6.20 Survival. Any of the terms and provisions of this Deed of Trust that are intended to survive shall survive the release or satisfaction of this Deed of Trust, whether voluntarily granted by Lender, as a result of a judgment upon judicial foreclosure of this Deed of Trust or in the event a deed in lieu of foreclosure is granted by the Grantor to the Lender.

6.21 Obligations of the Grantor Under Transaction Documents. Notwithstanding any provision of this Deed of Trust to the contrary, this Deed of Trust shall not limit the obligations of the Grantor under any of the Transaction Documents.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has duly executed and delivered this Deed of Trust as of the date first above written.

MG BROADCASTING, LLC

By:_____
Name:
Title:

[SIGNATURE PAGE TO _____COUNTY, TN FEE DEED OF TRUST]

STATE OF _____)
COUNTY OF_____)

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named transferor, a_____ _____, and that she as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____by himself/herself as such officer as his/her own free act and deed.

Witness my hand, at office, this _____ day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

[NOTARY PAGE TO _____COUNTY, TN FEE DEED OF TRUST]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT E
to Qualified Exchange Accommodation Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of _____ __, 2006, by and among Media General Communications, Inc., Media General Broadcasting of South Carolina Holdings, Inc. and Media General Operations, Inc. (together, the "Buyers"), MG Broadcasting, LLC ("Seller"), and TVPX Acquisitions, Inc. ("Parent").

RECITALS:

WHEREAS, Seller holds title to certain tangible and intangible assets used or useful in the operation of television station WIAT(TV) in Birmingham, Alabama; television station KIMT(TV) in Mason City, Iowa; television station WDEF-TV in Chattanooga, Tennessee; and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas (together, the "Stations");

WHEREAS, Seller holds such Station assets pursuant to three Qualified Exchange Accommodation Agreements entered into by the parties as of May __, 2006 (collectively, the "Accommodation Agreement") for the benefit of Buyers in accordance with Revenue Procedure 2000-37, 2002-2 C.B. 308 (Sept. 13, 2000);

WHEREAS, in the circumstances set forth in the Accommodation Agreement, Buyers have the right to require Seller to sell all of such Station assets to Buyers (the "Call") and Seller has the right to require Buyers to buy all of such Station assets (the "Put"), subject in each case to obtaining the consent of the Federal Communications Commission ("FCC") and other necessary third-party consents; and

WHEREAS the Put or Call has been properly exercised in accordance with the Accommodation Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Seller and Buyers and Parent agree as follows:

AGREEMENTS:

ARTICLE 1
THE TRANSACTION

1.1 Upon the terms and subject to the conditions hereinafter set forth, at the Closing, (as defined below), (a) each Buyer shall purchase and acquire from Seller all of Seller's right, title and interest in and to the tangible and intangible assets used in the conduct of the business and operations of the Stations listed on Schedule 1 with respect to such Buyer (collectively, the "Purchased Assets"), and (b) Seller shall sell, transfer, convey and deliver to such Buyer the

Purchased Assets listed on Schedule 1 with respect to such Buyer free and clear of all liens, claims, mortgages, pledges, security interests, encumbrances, adverse claims or restrictions whatsoever.

1.2 As full consideration for the sale, assignment, transfer, and delivery of the Purchased Assets, on the Closing Date each Buyer shall assume all obligations of Seller under the Promissory Note issued by Seller to such Buyer, and neither Seller nor Parent shall have any further obligation for the repayment of such Promissory Note.

1.3 The Purchased Assets shall be assigned and conveyed by Seller to Buyers on an "as is" basis without any representation or warranty of any kind, except that Seller represents and warrants that it has not created or permitted any of the Purchased Assets to be subject to any lien or encumbrance, other than pursuant to the Promissory Note. None of the Buyers is assuming any liability or obligation of Seller except Buyers shall be responsible for any liabilities and obligations arising out of or in connection with the Purchased Assets. This Section 1.3 shall not limit Seller's liability for any misrepresentation or breach of any warranty or covenant made by Seller in the other provisions of this Agreement or made by Seller in the Accommodation Agreement or any other Document.

ARTICLE 2
THE CLOSING

2.1 The closing of the purchase and sale of the Purchased Assets (the "Closing") shall occur on the date (the "Closing Date") specified by Buyers in the notice delivered to Seller confirming that all conditions to closing set forth in Article 6 are satisfied or waived (other than receipt of the consent of the FCC (the "FCC Consent"), which may not be waived, and conditions that are intended to be satisfied at the Closing).

2.2 At the Closing, the Seller shall (a) take all steps necessary to transfer title to the Purchased Assets to the Buyers specified on Schedule 1, and (b) deliver the following items, duly executed by the Seller, all of which shall be in a form and substance reasonably acceptable to Buyers and Buyers' counsel:

2.2.1 General Assignment and Bill of Sale covering all of the applicable Purchased Assets, in the form attached hereto as Exhibits A-1, A-2, and A-3;

2.2.2 Assignment of the FCC Authorizations;

2.2.3 Assignments of real property leases and personal property leases under which Seller is lessee;

2.2.4 Deeds conveying real property owned by Seller;

2.2.5 Endorsed vehicle titles conveying the vehicles owned by Seller; and

2.2.6 Copies of all contracts assigned to Buyers.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER AND PARENT

Each of Seller and Parent hereby represents and warrants to each Buyer as follows:

3.1 It (a) is a corporation or limited liability company, as the case may be, duly formed or incorporated, validly existing and in good standing under the laws of its jurisdiction of formation or incorporation, (b) has all corporate or limited liability company power and all licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect.

3.2 It is not in violation of any of the provisions of any charter, bylaw, operating agreement or other constituent document ("Organizational Documents") by which it is governed, and to its actual knowledge no condition or circumstance exists that likely would (with or without notice or lapse of time) constitute or result directly or indirectly in such a violation.

3.3 It has the requisite power and authority to execute and deliver this Agreement to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

3.4 The execution, delivery and performance by it of this Agreement (a) are within its corporate or limited liability company powers, (b) have been duly authorized by all necessary corporate or limited liability company action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC Consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, subject to the receipt of any third party consents necessary in connection with the transfer and assignment of the Purchased Assets to the Buyers and except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets.

3.5 This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by the Buyers, this Agreement constitutes a legal, valid and binding agreement of it, enforceable against it 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).

3.6 It is not in violation of any order of any governmental body or arbitrator. There are no actions, suits, litigation or proceedings pending or threatened against or affecting it or any of its affiliates or their respective properties, in or before any governmental body or arbitrator.

3.7 The "FCC Authorizations" are all television broadcast licenses, construction permits, special temporary authorizations, and other authorizations issued to Seller by the FCC for the operation of the Stations, including any other governmental approvals issued to the Seller by the FCC authorizing any activity ancillary or incidental to the ownership or operation of the Stations and all antenna structure registrations required by the FCC. Subject only to the receipt of the FCC Consent, all FCC Authorizations are freely assignable to Buyers.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYERS

4.1 Each Buyer hereby represents and warrants to Seller and Parent as follows:

4.2 It (a) is a corporation, duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) has all corporate power and all licenses, authorizations, consents and approvals of all governmental bodies required to carry on its business in each jurisdiction in which its business is now conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a material adverse effect) and (c) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a material adverse effect.

4.3 It is not in violation of any of the provisions of any Organizational Documents by which it is governed, and to its actual knowledge no condition or circumstance exists that likely would (with or without notice or lapse of time) constitute or result directly or indirectly in such a violation.

4.4 It has the requisite power and authority to execute and deliver this Agreement to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

4.5 The execution, delivery and performance by it of this Agreement (a) are within its corporate powers, (b) have been duly authorized by all necessary corporate action, (c) require no action by or in respect of, or filing with, any governmental body (other than the FCC) or official thereof, (d) do not contravene or constitute a default under (i) its Organizational Documents, (ii) any law applicable to it, subject to the receipt of FCC Consent and except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, (iii) any contractual restriction binding on or affecting it or its property, except to the extent such contradiction or default, individually or in the aggregate, would not have a material adverse effect, or (iv) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property except to the extent such contravention or default, individually or in the aggregate, would not have a material adverse effect, or (e) result in the creation or imposition of any adverse claim on its assets.

4.6 This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by Seller and Parent, this Agreement constitutes a legal, valid and binding agreement of it, enforceable against it 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).

ARTICLE 5
COVENANTS

5.1 All applicable sales and transfer taxes, if any, shall be paid by Buyers.

5.2 Seller, Parent and Buyers will cooperate with the filing of forms necessary to obtain the FCC Consent and all other third party consents to the purchase and sale of the Purchased Assets.

5.3 Seller, Parent and Buyers will cooperate in taking all steps necessary to perfect the transfer of title to the Purchased Assets.

ARTICLE 6
CONDITIONS TO CLOSING

The respective obligations of each party to this Agreement to consummate the purchase and sale of the Purchased Assets shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

6.1 The FCC shall have granted the FCC Consent consenting to the assignment to Buyers of the FCC Authorizations;

6.2 There shall not be in effect any order issued by any governmental authority preventing the consummation of the purchase and sale of the Purchased Assets or otherwise affecting the right or ability of Buyers to own the Purchased Assets, nor shall any proceeding be pending that seeks any of the foregoing; and

6.3 No applicable law shall prohibit Seller from selling or Buyers from owning the Purchased Assets or that makes this Agreement or the consummation of the purchase and sale of the Purchased Assets illegal.

ARTICLE 7
TERMINATION

This Agreement may be terminated and the transactions contemplated hereby abandoned by mutual consent of the parties provided in writing.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Notices.

8.1.1 Any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Agreement ("Notice") shall be given in writing and shall be sent by certified or registered mail, Federal Express, overnight courier, or telecopier, addressed as follows:

If to Buyers, to:

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

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

George L. Mahoney, Esq.
Vice President, Secretary and General Counsel
Media General, Inc.
333 E. Franklin Street
Richmond, Virginia 23293
Facsimile: (804) 649-6989

And to:

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

If to Seller or Parent, to:

TVPX Acquisitions, Inc.
Nine Damonmill Square, Suite 1A
Concord, Massachusetts 01742
Attention: Jeffrey S. Towers
Facsimile: (987) 287-0055

8.1.2 Either party may, by Notice given in accordance with the provisions of this Section 8.1, designate any further or different address to which subsequent Notices shall be sent pursuant to the provisions of this Agreement.

8.1.3 11.1.3 Any Notice shall be deemed to have been given on the date such Notice shall have been delivered. If such delivery shall be made on day other than day that is a "business day," said notice shall be deemed to have been given on the immediately succeeding business day. For purposes hereof, a "business day" is any day other than a Saturday or Sunday on which banks in Boston, Massachusetts are authorized or required to be open for business.

8.2 Choice of Law; Severability. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof. If any provision of this Agreement conflicts with any statute or rule of law of the State of Delaware or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

8.3 Further Assurances. If so requested in writing by the other party, each of the parties hereto shall hereafter timely execute and deliver such further instruments and do such further acts as may be required or necessary to carry out the intent and purpose of this Agreement and which are not otherwise inconsistent with any of the terms of this Agreement. Each party shall have the right to rely upon and act upon any written instructions given by the other.

8.4 Specific Performance; Remedies Cumulative; Waiver. Each of Seller and Parent acknowledges and agrees that Buyers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. In the event of failure or threatened failure by Seller or Parent to comply with the terms of this Agreement, Buyers shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement, without posting any bond or other undertaking. All rights, remedies and privileges afforded Seller, Buyers or Parent shall be deemed cumulative and not exclusive and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity. No failure by Seller, Buyers or Parent to exercise, or delay by Seller, Buyers or Parent in exercising, any right, remedy or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy or privilege. No notice to or demand on any party shall, in itself, entitle any other party to any other or further notice or demand in similar or other circumstances or constitute a waiver of any rights under this Agreement.

8.5 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditor of the parties hereto or operate for the benefit of or be enforceable by any third party.

8.6 Survival. The covenants and agreements contained in this Agreement (including, without limitation, any indemnities contained herein) shall survive the consummation of the transactions contemplated hereby. All representations, warranties, covenants and agreements made herein or in any written document furnished to a party hereto pursuant to or in anticipation of this Agreement shall be deemed to have been relied upon by the party to whom such document was furnished and shall continue in full force and effect so long as any obligation or liability arising hereunder remains unperformed or unsatisfied.

8.7 Assignment. Neither Seller nor Parent may assign its rights and obligations under this Agreement without the prior written consent of Buyers. Buyers may transfer and assign its rights and obligations under this Agreement without the prior written consent of Seller or Parent, *provided* that Buyers shall remain liable for all of its obligations hereunder.

8.8 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, and all such counterparts, taken together, shall constitute one and the same instrument, even though all parties may not have executed the same counterpart of this Agreement. Each party may transmit its signature by facsimile, and any faxed counterpart of this Agreement shall have the same force and effect as an original.

8.9 Clarifications. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa. The Article and Section headings of this Agreement are for convenience of reference only and do not form a part of this Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used herein, unless the context otherwise requires: references to "Article" or "Section" are to an article or section hereof; "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular article, section or other subdivision hereof or attachment hereto; except where a particular date is specified, references to an agreement or other instrument or law, statute or regulation are referred to as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto. References to any party hereto or any other agreement or document shall include such party's successors and permitted assigns.

8.10 Amendments. Subject to Section 11.15 of the Accommodation Agreement, all amendments to this Agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto set their hand and seals as of the day and year first above written.

MEDIA GENERAL COMMUNICATIONS, INC.

By: _____
Name:
Title:

MEDIA GENERAL BROADCASTING OF SOUTH CAROLINA HOLDINGS, INC.

By: _____
Name:
Title:

MEDIA GENERAL OPERATIONS, INC.

By: _____
Name:
Title:

TVPX ACQUISITIONS, INC.

By: _____
Name: Tobias Kleitman
Title: President

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President

SCHEDULE 1
PURCHASED ASSETS

Purchased Assets	Buyer
1.1 Governmental Authorizations.	
All licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by Seller in connection with television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas or otherwise used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof.	Media General Broadcasting of South Carolina Holdings, Inc.
All licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by Seller in connection with television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee, or otherwise used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof.	Media General Communications, Inc.
1.2 Furniture, Fixtures and Equipment. All of Seller's machinery, equipment, tools, transmitters, antennas, cables, towers, vehicles, furniture, office equipment, fixtures, spare parts and other tangible personal property of every kind and description that are owned, leased, used or held for use in the operation of the Stations, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business, plus any additions thereto made between the date hereof and the Closing Date.	Media General Operations, Inc.

Purchased Assets	Buyer
1.3 Real Property. All of Seller's interests in real property, leasehold interests, easements, estates and other real estate interests and improvements of every kind and description, together with all buildings, structures and improvements of every nature located thereon, including fixtures, auxiliary and translator facilities, transmitting towers, transmitters and antennae, that are owned, leased, used or held for use by Seller in connection with the business and operation of the Stations as of the date hereof, plus such additions thereto acquired between the date hereof and the Closing Date.	Media General Operations, Inc.
1.4 Network Affiliation Agreements.	
All network affiliation agreements under which Seller has the right to broadcast film product or programs on television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas, together with all such agreements made between the date hereof and the Closing Date.	Media General Broadcasting of South Carolina Holdings, Inc.
All network affiliation agreements under which Seller has the right to broadcast film product or programs on television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee, together with all such agreements made between the date hereof and the Closing Date.	Media General Communications, Inc.
1.5 Other Programming Contracts. All other film and program licenses and contracts under which Seller has the right to broadcast film product or programs on the Stations, together with all such agreements, licenses and contracts made between the date hereof and the Closing Date.	Media General Operations, Inc.

Purchased Assets	Buyer
1.6 Intellectual Property. All of the following items owned by Seller and used by Seller in the operation of the Stations, whether arising under the laws of the United States or any foreign jurisdiction: (a) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or re-examinations and patents issuing thereon; (b) trademarks, service marks, trade dress, logos, corporate names, trade names and Internet domain names, together with any goodwill that may be associated with any of the foregoing, and all applications and registrations therefor; and (c) copyrights and works of authorship and all registrations and applications therefor.	Media General Operations, Inc.
1.7 Stations' Materials. All audiovisual works, audio recordings, musical works, still and moving pictures or images, graphics or other artworks, and literary or text works, whether or not such materials would qualify for copyright protection, that were created by or for any Station or are used in connection with the operation of a website for any Station.	Media General Operations, Inc.
1.8 Technical Materials. All proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints and schematics owned by Seller and relating to the business and operation of the Stations.	Media General Operations, Inc.
1.9 Promotional Materials. All jingles, slogans, commercials and other promotional materials owned by Seller and created for the Stations.	Media General Operations, Inc.
1.10 Other. All other assets, tangible or intangible, of the Seller associated with the Stations or used or held for use in connection with the business and operations of the Stations and not specifically listed in items 1.1 through 1.9.	Media General Operations, Inc.

Notwithstanding the foregoing:

(a) The Purchased Assets include all of the foregoing as they exist on the Closing Date at the time the Closing is consummated.

(b) To the extent that any license or contract (or rights thereunder) to be included in the Purchased Assets may not be assigned without the consent of any governmental authority or third party, and such consent is not obtained prior to the Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such license or contract unless and until such consent is obtained or unless and until Buyers request that such license or contract be assigned to Buyers.

EXHIBIT A-1
GENERAL ASSIGNMENT AND BILL OF SALE

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.2 of that certain Asset Purchase Agreement dated as of _____ __, 2006 (the "Purchase Agreement"), to which Media General Communications, Inc. ("Buyer"), Media General Broadcasting of South Carolina Holdings, Inc., Media General Operations, Inc., MG Broadcasting, LLC ("Seller") and TVPX Acquisitions, Inc. are parties, Seller hereby sells, transfers, assigns, conveys, grants, and delivers to Buyer, effective on _____ __, 2006 (the "Effective Date"), all of the Seller's right, title, and interest in and to (a) all licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by Seller in connection with television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee, or otherwise used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof, and (b) all network affiliation agreements under which Seller has the right to broadcast film product or programs on television station WIAT(TV) in Birmingham, Alabama and television station WDEF-TV in Chattanooga, Tennessee (together, the "Purchased Assets").

2. Further Action. The Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant, and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of any Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as such Buyer may reasonably request to more effectively transfer and assign to and vest in such Buyer the Purchased Assets, all at the sole cost and expense of the Buyer.

IN WITNESS WHEREOF, the Seller has executed this General Assignment and Bill of Sale as of the day and year first above written.

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President

EXHIBIT A-2
GENERAL ASSIGNMENT AND BILL OF SALE

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.2 of that certain Asset Purchase Agreement dated as of _____ __, 2006 (the "Purchase Agreement"), to which Media General Communications, Inc., Media General Broadcasting of South Carolina Holdings, Inc. ("Buyer"), Media General Operations, Inc., MG Broadcasting, LLC ("Seller") and TVPX Acquisitions, Inc. are parties, Seller hereby sells, transfers, assigns, conveys, grants, and delivers to Buyer, effective on _____ __, 2006 (the "Effective Date"), all of the Seller's right, title, and interest in and to (a) all licenses and authorizations of any governmental authority and pending applications therefor, including FCC Authorizations, obtained by Seller in connection with television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas or otherwise used in the operation of such television stations, together with any additions, renewals, extensions, or modifications thereof, and (b) all network affiliation agreements under which Seller has the right to broadcast film product or programs on television station KIMT(TV) in Mason City, Iowa and television station KWCH-TV in Hutchinson, Kansas, with its satellite stations KBSD-TV in Ensign, Kansas, KBSH-TV in Hays, Kansas, and KBSL-TV in Goodland, Kansas (together, the "Purchased Assets").

2. Further Action. The Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant, and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of any Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as such Buyer may reasonably request to more effectively transfer and assign to and vest in such Buyer the Purchased Assets, all at the sole cost and expense of the Buyers.

IN WITNESS WHEREOF, the Seller has executed this General Assignment and Bill of Sale as of the day and year first above written.

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President

EXHIBIT A-3
GENERAL ASSIGNMENT AND BILL OF SALE

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.2 of that certain Asset Purchase Agreement dated as of _____ __, 2006 (the "Purchase Agreement"), to which Media General Communications, Inc. ("MGC"), Media General Broadcasting of South Carolina Holdings, Inc. ("MGBSCH"), and Media General Operations, Inc. ("Buyer"), MG Broadcasting, LLC ("Seller") and TVPX Acquisitions, Inc. are parties, Seller hereby sells, transfers, assigns, conveys, grants, and delivers to Buyer, effective on _____ __, 2006 (the "Effective Date"), all of the Seller's right, title, and interest in and to all assets, tangible or intangible, of the Seller associated with the Stations (as defined in the Purchase Agreement) or used or held for use in connection with the business and operations of the Stations and not sold, transferred, assigned, conveyed, granted or delivered to MGC or to MGBSCH as of the date hereof (together, the "Purchased Assets").

2. Further Action. The Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant, and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of any Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as such Buyer may reasonably request to more effectively transfer and assign to and vest in such Buyer the Purchased Assets, all at the sole cost and expense of the Buyers.

IN WITNESS WHEREOF, the Seller has executed this General Assignment and Bill of Sale as of the day and year first above written.

MG BROADCASTING, LLC

By: TVPX Acquisitions, Inc., its Managing Member

By: _____
Name: Tobias Kleitman
Title: President