

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 23, 2005, between The Box Worldwide LLC, a Delaware limited liability company ("Seller"), and L4 Media Group, LLC, a Florida limited liability company ("Buyer").

Recitals

A. Seller owns and operates all of the assets and licenses used in the operation of the following Class A television broadcast stations (the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WZZZ-CA, Channel 36, Orlando-Daytona Beach-Melbourne, FL
WUBX-CA, Channel 13, Durham, NC
WBXU-CA, Channel 13, Raleigh, NC
WBXA-CA, Channel 2, Birmingham, AL
WBXP-CA, Channel 44, Memphis, TN
WBXJ-CA, Channel 43, Jacksonville-Brunswick, FL
WXSX-CA, Channel 13, Savannah, GA
WBXT-CA, Channel 43, Tallahassee, FL
WBXG-CA, Channel 33, Gainesville, FL
WBXM-CA, Channel 5, Montgomery, AL
WBXV-CA, Channel 13, Louisville, KY
KBXS-CA, Channel 50, Shreveport, LA
WBXF-CA, Channel 4, Des Moines, IA
WBXC-CA, Channel 46, Champaign-Urbana, IL

B. Subject to the terms and conditions set forth herein, Buyer desires to acquire and Seller desires to sell the Purchased Assets (as defined below).

Agreement

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

SECTION 1: PURCHASE OF ASSETS

1.1. Purchased Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the assets, properties, interests and rights of Seller set forth below, but excluding the Excluded Assets as hereafter defined (the "Purchased Assets"):

(a) the transferable municipal, state and federal franchises, licenses, permits or other governmental authorizations relating to the Stations described on *Schedule 1.1(a)* (the “FCC Licenses”), including any renewals or modifications thereof between the date hereof and Closing (as defined below);

(b) Seller’s equipment, electrical devices, antennas, cables, transmitters, transmission lines, vehicles, furniture, fixtures, towers, office materials and supplies, hardware, tools, spare parts and other tangible personal property listed on *Schedule 1.1(b)*, except any dispositions thereof made between the date hereof and the Closing Date consistent with Sections 4.1 and 4.2 of this Agreement (the “Tangible Personal Property”);

(c) all of Seller’s rights under the tower space leases and licenses described on *Schedule 1.1(c)* (“Tower Space Leases”) and the office space leases described on *Schedule 1.1(c)* (“Office Space Leases” and, together with the Tower Space Leases, the “Station Contracts”);

(d) all of Seller’s rights in and to the Stations’ call letters (WZZZ-CA, WUBX-CA, WBXU-CA, WBXA-CA, WBXP-CA, WBXJ-CA, WXSX-CA, WBXT-CA, WBXG-CA, WBXM-CA, WBXV-CA, KBXS-CA, WBXF-CA and WBXC-CA) (the “Intangible Property”); and

(e) the public inspection files for the Stations and any technical information and engineering data relating to Tangible Personal Property in Seller’s possession.

The Purchased Assets shall be transferred to Buyer free and clear of liens, mortgages, pledges, security interests, claims and encumbrances of any nature whatsoever (“Liens”) except for (i) Assumed Obligations (as defined in Section 1.3), (ii) Liens for taxes, assessments and governmental charges not yet due and payable, (iii) such Liens, easements, rights of way, building and use restrictions, zoning laws and ordinances, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations, (iv) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s or other like Liens arising in the ordinary course of business (provided that Seller remains liable for paying such Liens), and (v) Liens not created by Seller or its affiliates which affect the underlying fee interest of any leased real property under the Station Contracts (collectively, “Permitted Liens”).

1.2. Excluded Assets. Buyer acknowledges that, notwithstanding anything to the contrary contained herein, it is not buying the business of the Stations as a going concern. The Purchased Assets shall not include any properties, assets, privileges, rights, interests, claims, real or personal, tangible or intangible, of any type or description, of Seller except as set forth in Section 1.1 (the “Excluded Assets”). The Excluded Assets include, without limitation, the following assets:

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments;

(b) any accounts receivable or notes receivable arising in the operation of the Stations prior to Closing;

(c) all tangible and intangible personal property of Seller, but not including the Intangible Property, disposed of or consumed in the ordinary course of business of Seller between the date hereof and Closing consistent with Section 4.1 of this Agreement;

(d) any of the Station Contracts that terminate or expire prior to Closing in the ordinary course of business of Seller consistent with Section 4.1 of this Agreement; provided, that Seller shall use commercially reasonable efforts to prevent any Station Contract from being terminated or amended, except as otherwise mutually agreed by Seller and Buyer; provided, further, that neither Seller nor any of its Affiliates shall be required to pay consideration to any third party to prevent any Station Contract from being terminated or amended;

(e) Seller's name, corporate minute books, charter documents, corporate stock record books and such other books and records as pertain to the organization, existence or share capitalization of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(f) contracts of insurance, and all insurance proceeds, rights thereto or claims made thereunder;

(g) any pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(h) all assets, property, interests and rights of Seller used or held for use (in whole or in part) in connection with any other television station, asset, property, interest or operation of Seller or any Affiliate of Seller, Seller acknowledging that no item identified in Sections 1.1(a), (b), (c), (d) and (e) is an Excluded Asset;

(i) all equipment, fixtures and personal property not listed on *Schedule 1.1(b)*;

(j) any lease not listed on *Schedule 1.1(c)*;

(k) the office premises and office leases currently used in the operation of Station WZZZ-CA, Orlando-Daytona Beach-Melbourne, Florida;

(l) all programming agreements with programmers and agreements with advertisers;

(m) all intellectual property, goodwill, trademarks and service marks related to the Stations, except Seller's rights in and to the Stations' call letters;

(n) all rights of Seller arising under this Agreement; and

(o) any assets identified on *Schedule 1.2* hereto.

1.3. Assumption of Obligations. Buyer agrees to assume, pay and perform all debts, obligations, contracts and liabilities of Seller that arise or accrue at or after the Effective Time (as defined below) under or relating to the Station Contracts, the Tangible Personal Property or the FCC Licenses and any other liabilities of Seller in respect of which Buyer receives a credit under Section 1.5 (the "Assumed Obligations"). Notwithstanding anything else in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Obligations and is not assuming any other liability or obligation of Seller otherwise arising out or relating to the Purchased Assets or the Stations, including any liability or

obligation relating to the Excluded Assets such as liabilities or obligations under Station Contracts that expire or are terminated prior to the Effective Time.

1.4. Purchase Price. In consideration for the sale of the Purchased Assets to Buyer, at Closing, Buyer shall, in addition to the assumption of the Assumed Obligations, pay to Seller Five Million Dollars (\$5,000,000.00) (the "Purchase Price") by wire transfer of immediately available federal funds pursuant to wire instructions which Seller shall provide to Buyer.

1.5. Prorations and Adjustments.

(a) All Purchased Assets that would be classified as a current asset in accordance with generally accepted accounting principles ("GAAP") and all Assumed Obligations that would be classified as a current liability in accordance with GAAP shall be prorated (the "Prorated Assets" and the "Prorated Obligations," respectively), in each case between Buyer and Seller as of the Effective Time. Such Prorated Assets and Prorated Obligations relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period at or after the Effective Time for the account of Buyer and shall be prorated accordingly and shall take into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs.

(b) In accordance with this Section 1.5: (i) Buyer shall be required to pay to Seller the amount of any Prorated Asset, previously paid for by Seller, to the extent Buyer will receive a current benefit on and after the Effective Time provided that such amount should not have been recognized as an expense in accordance with GAAP prior to the Effective Time; and (ii) Seller shall be required to pay to Buyer the amount of any Prorated Obligations to the extent they arise with respect to the Purchased Assets prior to the Effective Time.

(c) Prorations relating to the Prorated Assets and Prorated Obligations shall include all ad valorem and other property taxes, utility expenses, liabilities and obligations under any contracts, rents and similar prepaid and deferred items, any amounts paid by Seller as a security deposit under the Station Contracts and all other expenses and obligations, such as deferred revenue and prepayments, attributable to the Purchased Assets that straddle the period before and after the Effective Time. To the extent not known, personal property taxes shall be apportioned on the basis of taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained, as long as such reapportionment is completed by the date of the Final Settlement Statement (as defined below). Buyer and Seller agree that the amounts paid by Seller as a security deposit under the Station Contracts to be prorated under this Section 1.5 shall not be greater than the amounts set forth on *Schedule 1.5(c)* hereto.

(d) For the avoidance of doubt, if amounts relating to Prorated Assets were prepaid by Seller prior to the Effective Time and Buyer will receive a benefit after the Effective Time with respect to such amounts, then Seller shall receive a credit for such amounts equal to such benefits. If Seller was entitled to receive a benefit as to any Prorated Asset prior to the Effective Time and such amounts will be paid by Buyer after the Effective Time, Buyer will receive a credit for such amounts equal to such benefits.

(e) To the extent practicable, the prorations and adjustments contemplated by this Section 1.5 will be estimated and paid at Closing. Within sixty (60) days after the Closing Date, Buyer shall prepare and deliver to Seller a proposed pro rata adjustment of assets and liabilities (the "Settlement

Statement”) setting forth in the manner described in clauses (a) through (d) of this Section 1.5 the Prorated Assets and Prorated Obligations, together with a schedule setting forth, in reasonable detail, the components thereof.

(f) During the 30-day period following the receipt of the Settlement Statement, (i) Seller and its independent auditors, if any, shall be permitted to review and make copies reasonably required of (A) the financial statements of Buyer relating to the Settlement Statement, (B) the working papers of Buyer and its independent auditors, if any, relating to the Settlement Statement, (C) the books and records of Buyer relating to the Settlement Statement and (D) any supporting schedules, analyses and other documentation relating to the Settlement Statement; and (ii) Buyer shall provide reasonable access to such employees of Seller and its independent auditors, if any, Seller reasonably believes is necessary or desirable in connection with its review of the Settlement Statement.

(g) The Settlement Statement shall become final and binding (the “Final Settlement Statement”) upon the parties on the thirtieth (30th) day following delivery thereof, unless Seller gives written notice of its disagreement with the Settlement Statement (the “Settlement Statement Notice of Disagreement”) to Buyer prior to such date. If such written notice is delivered to Buyer, all amounts not disputed shall be paid within five days of the notice. The Settlement Statement Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Settlement Statement Notice of Disagreement is given to Buyer in the period specified, then the Final Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the parties on the earlier of (i) the date Buyer and Seller resolve in writing any differences they have with respect to the matters specified in the Settlement Statement Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by an independent certified public accounting firm in the United States of national recognition that is mutually acceptable to Buyer and Seller (the “Accounting Firm”); provided, however, that the Accounting Firm may not be a firm that then serves, or has in the previous three calendar years served, as the independent auditor for Buyer or Seller or any Affiliate of Buyer or Seller. The term “Affiliate” shall mean a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled or is under common control with Buyer or Seller, as the case may be; provided, however, that with respect to Seller, “Affiliate” shall mean Viacom Inc. and any entity controlled by Viacom Inc. For purposes of this definition of Affiliate, “control” shall mean the possession, directly or indirectly, of the power to direct or to cause the direction of management and policies of the entity in question, whether through the ownership of voting securities, by contract or otherwise.

(h) During the 30-day period following the delivery of a Settlement Statement Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Settlement Statement Notice of Disagreement. During such period: (i) Buyer and its independent auditors, if any, at Buyer’s sole cost and expense, shall be, and Seller and its independent auditors, if any, at Seller’s sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of: (A) the financial statements, if any, of Seller, in the case of Buyer, and Buyer, in the case of Seller, relating to the Settlement Statement Notice of Disagreement; (B) the working papers of Seller, in the case of Buyer, and Buyer, in the case of Seller, and such party’s auditors, if any, relating to the Settlement Statement Notice of Disagreement; (C) the books and records, if any, of Seller, in the case of Buyer, and Buyer, in the case of Seller, relating to the Settlement Statement Notice of Disagreement; and (D) any supporting schedules, analyses and documentation relating to the Settlement Statement Notice of Disagreement; and (ii) Seller, in the case of Buyer, and Buyer, in the case of Seller,

shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other party and such other party's independent auditors, if any, as such first party reasonably believes is necessary or desirable in connection with its review of the Settlement Statement Notice of Disagreement.

(i) If, at the end of such 30-day period, Buyer and Seller have not so resolved such differences, Buyer and Seller shall submit to the Accounting Firm for review and resolution a copy of the Settlement Statement, the Settlement Statement Notice of Disagreement, this Agreement and any other materials relating to all matters that remain in dispute and that were included in the Settlement Statement Notice of Disagreement. Within thirty (30) days after selection of the Accounting Firm, Buyer and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Each party shall simultaneously provide the other party with copies of all documents, correspondence and all other material such party provides to the Accounting Firm. Buyer and Seller shall use reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. Buyer and Seller agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 1.5 shall be borne equally by Buyer and Seller. The fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement Notice of Disagreement shall be borne by Seller, and the fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Buyer.

(j) Within ten (10) days after the Settlement Statement becomes final and binding upon the parties:

(i) (A) Buyer shall be required to pay to Seller the amount, if any, by which the Prorated Assets exceed the Prorated Obligations or (B) Seller shall be required to pay to Buyer the amount, if any, by which the Prorated Obligations exceed the Prorated Assets;

(ii) All payments made pursuant to this Section 1.5(j) shall be made by wire transfer in immediately available funds to an account designated by the recipient party, together with interest thereon at the prime rate (as reported by the Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the Effective Time to the date of actual payment.

(k) Notwithstanding the foregoing, in the event that Seller delivers a Settlement Statement Notice of Disagreement and either Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the items contained in the Settlement Statement Notice of Disagreement, then Seller or Buyer, as applicable, shall within ten (10) days of the receipt of the Settlement Statement Notice of Disagreement make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or Buyer to the other, as the case may be, pending resolution of the Settlement Statement Notice of Disagreement together with interest thereon, calculated as described above.

(l) Any payments owing from Buyer to Seller or Seller to Buyer pursuant to this Section 1.5 may be off-set against each other.

1.6 FCC Application.

(a) As soon as possible (but in no event later than five (5) business days after the date hereof) Seller and Buyer shall file applications with the FCC requesting the FCC's written consent to the assignment of the FCC Licenses for each of the Stations from Seller to Buyer pursuant to this Agreement (the "FCC Applications"). Seller and Buyer shall diligently take all steps that are necessary, proper or desirable to expedite the prosecution of such applications to a favorable conclusion, provided, that, neither Buyer nor Seller shall be required to participate in a trial-like hearing at the FCC related to any such application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to any such application, shall furnish all information required by the FCC, and shall be represented at all meetings or hearings scheduled to consider any such application. The FCC's written consent to the assignment of the FCC Licenses for a Station contemplated hereby is referred to herein as an "FCC Consent."

(b) The parties acknowledge that license renewal applications are currently pending for certain of the FCC Licenses and additional license renewal applications may be filed while the FCC Applications are pending. The parties further acknowledge that the FCC generally will not allow the consummation of an acquisition a Class A television station if a license renewal application for the station is pending. The parties, however, desire to consummate the transactions contemplated by this Agreement as soon as possible, subject to the terms of this Agreement. In order to ensure that the FCC acts on the FCC Applications in the normal course and to allow the parties to consummate the transactions contemplated by this Agreement as soon as possible, Buyer agrees to advise the FCC in writing, either in a letter submitted to the FCC or in the FCC Applications themselves, of Buyer's express willingness to abide by the procedures set forth in paragraph 35 of *Stockholders of CBS*, 11 FCC Rcd 3733, 3750 (1995), and to assume the consequences associated with Buyer succeeding to the place of Seller in such renewal applications, provided, that Buyer shall have no obligation to consummate the acquisition of a Station for which a renewal application that is subject to an unresolved petition to deny is pending.

1.7. Closing.

(a) Subject to Sections 1.7(b) and 10.1 hereof and except as otherwise mutually agreed upon by Seller and Buyer, the consummation of the sale and purchase of the Purchased Assets and the assumption of the Assumed Obligations hereunder (the "Closing") shall take place (in person or by facsimile exchange of the documents to be delivered at the Closing) at the offices of Seller, 1515 Broadway, New York, New York 10036, five (5) business days after the later of (i) the day that the last of the FCC Consents for the assignment of the FCC Licenses for all of the Stations becomes effective, or (ii) if the FCC Application for one of the Stations was opposed, the day that the FCC Consent to such opposed FCC Application becomes a Final Order (as defined in Section 6.2 below), but in no event shall the Closing occur later than the date that is twelve (12) months from the date hereof (the "Final Closing Date"). Alternatively, the Closing may take place at such other place, time or date as the parties may mutually agree upon in writing. The date on which the Closing is to occur is referred to herein as the "Closing Date." The effective time of the Closing shall be 11:59 p.m., New York, New York time, on the Closing Date (the "Effective Time").

(b) Notwithstanding Section 1.7(a), Seller and Buyer agree to bifurcate the Closing and to consummate the sale and purchase of the Purchased Assets in two steps in the following circumstance:

(i) Seller and Buyer shall consummate the Closing (the “Step One Closing”) with respect to Stations for which FCC Consent has been granted (the “Granted Stations”) if (A) the FCC Consent has been granted for all unopposed FCC Applications other than FCC Applications for Stations that are the subject of pending renewal applications, (B) the Granted Stations include all of the Core Stations (as defined below) except Core Stations for which a renewal application is pending (unless the FCC has consented to assignment of the FCC Licenses for such Station notwithstanding that a renewal application is pending) and (C) no petition to deny is pending against any renewal application for any of the Core Stations. The Step One Closing shall take place five (5) business days after the later of (x) the day that the last of the FCC Consents with respect to such Granted Stations becomes effective, (y) if the FCC Application for one of the Core Stations was opposed, the day that the FCC Consent with respect to such opposed FCC Application becomes a Final Order or (z) if a petition to deny was filed against the renewal application for one of the Core Stations, the day that the FCC’s grant of such renewal application becomes a Final Order, subject to the satisfaction (or waiver as applicable) of all the conditions to closing set forth herein with respect to such Granted Stations and the related Purchased Assets.

(ii) “Core Stations” means the following Stations:

WZZZ-CA, Orlando-Daytona Beach-Melbourne, FL
WUBX-CA, Durham, NC
WBXU-CA, Raleigh, NC
WBXP-CA, Memphis, TN
WBXJ-CA, Jacksonville-Brunswick, FL
WXSX-CA, Savannah, GA
WBXG-CA, Gainesville, FL
WBXM-CA, Montgomery, AL
WBXV-CA, Louisville, KY

(iii) At the Step One Closing, Buyer shall pay the entire Purchase Price as provided in Section 1.4 without any reduction or holdback for the remaining Station(s) and the related Purchased Assets (the “Remaining Stations”), and Seller and Buyer shall enter into a local marketing agreement for the Remaining Stations substantially in the form attached hereto as *Exhibit A* (the “Local Marketing Agreement”).

(iv) Following the Step One Closing, this Agreement shall continue in full force and effect with respect to the Remaining Stations, and the Closing with respect to any and all of such Remaining Stations (the “Step Two Closing”) shall take place five (5) business days after the later of (w) the day that the last of the FCC Consents with respect to such Remaining Stations becomes effective, (x) if the FCC Application for one of the Remaining Stations was opposed, the day that the FCC Consent with respect to such opposed FCC Application becomes a Final Order, (y) the day that the last of the renewal applications for such Remaining Stations is granted or (z) if the renewal application for one of the Remaining Stations was opposed, the day that the FCC’s grant of such renewal application becomes a Final Order, subject to the satisfaction (or waiver as applicable) of all the conditions to closing set forth herein with respect to such Remaining Stations and the related Purchased Assets.

(v) In the event that this Agreement is terminated pursuant to Section 10.1 hereof prior to the Step Two Closing with respect to any Remaining Station for any reason other than Buyer's material breach hereunder, then Seller agrees to refund a portion of the Purchase Price determined as follows. The parties shall retain by mutual agreement Bond & Pecaro or BIA Financial Network, Inc. (the firm selected, the "Appraiser") to allocate the Purchase Price among each of the Stations, including the related Purchased Assets, and Seller shall refund to Buyer the portion of the Purchase Price allocated by the Appraiser to the Remaining Stations for which the Step Two Closing has not occurred. The parties shall use their good faith efforts to select and retain the Appraiser and cause the Appraiser to complete the valuation within sixty (60) days of the termination of this Agreement. Buyer and Seller shall each pay one-half of the Appraiser's fees and expenses. Seller shall pay the amount to be refunded to Buyer within five (5) business days of receipt by the parties of the Appraiser's valuation by wire transfer of immediately available federal funds pursuant to wire instructions that Buyer shall provide to Seller.

SECTION 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in each jurisdiction in which the Purchased Assets are located. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements, certificates and instruments to be executed and delivered by Seller pursuant hereto or in connection with the transactions contemplated hereby (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

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

2.3. Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and each Seller Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to any federal, state or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body ("Governmental Authority") other than (a) the FCC and (b) any such action by or in respect of or filing with any Governmental Authority as to which the failure to take, make or obtain would not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. "Material Adverse Effect" means a material adverse effect on: (a) the ability of Seller to perform its obligations under this Agreement or any Seller Ancillary Agreement or (b) the condition (financial or otherwise) of the Purchased Assets; provided, however, that any material adverse effect shall not include any change in, or effect on the condition of the Purchased Assets that is primarily attributable to (i) any change or development generally applicable to

the television broadcast industry (including legislative or regulatory matters), (ii) general economic conditions, or (iii) any public announcement by Buyer or with Buyer's consent of the transactions contemplated by this Agreement.

2.4. No Conflicts. Neither the execution and delivery by Seller of this Agreement and Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject except for any such conflicts which would not have, individually or in the aggregate, a Material Adverse Effect.

2.5. FCC Licenses. Seller is the holder of the FCC Licenses. Except as set forth on *Schedule 1.1(a)*, the Stations are validly licensed as Class A television broadcast stations, and the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. To Seller's knowledge, except as set forth on *Schedule 1.1(a)*, there are no applications pending before the FCC with respect to the Stations, and no petition to deny or other objection has been filed with respect to any pending application with respect to any of the FCC Licenses. To Seller's knowledge and except as disclosed on *Schedule 1.1(a)*, the pending license renewal applications and the license renewal applications to be filed prior to the Closing should be routinely processed and granted by the FCC. As used in this Agreement, the term "to Seller's knowledge" or any variant thereof means to the actual knowledge of Amy Brown, Director, Broadcast Operations for Seller, Michael Smith, Field Technician for Seller, and Ray Benedict, Director, Spectrum Engineering, CBS Broadcasting Inc., which is an Affiliate of Seller. Except as set forth on *Schedule 1.1(a)*, there is not pending or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Seller with respect to the Stations. Except as set forth on *Schedule 1.1(a)*, the Stations are operating in all material respects in conformity with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC applicable to Class A licensees. Other than the FCC Licenses, no licenses, permits or other similar authorizations issued by the FCC are required to own and operate the Stations in substantially the same manner as they are being operated on the date hereof. Seller has filed or made all material applications, reports and other disclosures required by the FCC to be filed or made by Seller with respect to the Stations and has timely paid all FCC regulatory fees with respect to the Stations, except where the failure to do so would not reasonably be expected to materially adversely affect the Stations. To Seller's knowledge as of the date of this Agreement, no Station will be displaced or required to reduce operating power or change its operating parameters in order to protect the currently licensed, authorized or allotted facilities of any full-power television, except as disclosed in *Schedule 1.1(a)*.

2.6. Personal Property. *Schedule 1.1(b)* contains a list of all items of Tangible Personal Property included in the Purchased Assets. Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. All material items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.7. Real Property. *Schedule 1.1(c)* contains a description of the Station Contracts. True and complete copies of the Station Contracts have been provided to Buyer. To Seller's knowledge, the Station Contracts are not subject to any suit for condemnation or other taking by any public authority.

2.8. Contracts. The Station Contracts are in effect and are binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to the Station Contracts is in default thereunder in any material respect or with notice or lapse of time or both would be in default thereunder in any material respect.

2.9. Environmental. Except as set forth in any environmental report delivered by Seller to Buyer prior to the date hereof and except as set forth on *Schedule 1.1(c)*, to Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released by Seller on, in, from or to the property under the Tower Space Leases. Seller has complied in all material respects with all Environmental Laws applicable to the Stations. "Environmental Laws" are those environmental, health or safety laws and regulations applicable to Seller's activities at the Stations' studio or tower sites in effect as of the date of this Agreement.

2.10. Intangible Property. Seller has received no written notice of any claim that its use of the Intangible Property infringes upon any third party rights. Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

2.11. Insurance. Seller maintains insurance policies with respect to the Stations and the Purchased Assets consistent with its practices for other stations.

2.12. Compliance with Law. Other than with respect to matters addressed by Section 2.5, (a) Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the operation of the Stations, (b) there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations that will prevent the consummation of the transactions contemplated by this Agreement or will subject Buyer to liability or which questions the legality or propriety of the transactions contemplated by this Agreement, and (c) to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations (except those affecting the Class A television station industry generally).

2.13. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

SECTION 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in each jurisdiction in which the Purchased Assets are located. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements, certificates and instruments to be executed and delivered by Buyer pursuant hereto or in connection with the transactions contemplated hereby (collectively, the

“Buyer Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

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

3.3. Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and each Buyer Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to any Governmental Authority other than (a) the FCC and (b) any such action by or in respect of or filing with any Governmental Authority as to which the failure to take, make or obtain would not have or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer’s ability to perform its obligations under this Agreement or Buyer Ancillary Agreements.

3.4. No Conflicts. Neither the execution and delivery by Buyer of this Agreement and Buyer Ancillary Agreements or the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, other than the FCC.

3.5. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act of 1934, as amended (the “Communications Act”) and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. No waiver of any FCC rule or policy is necessary for the FCC Consent to be obtained. There is no action, suit or proceeding pending or, to Buyer’s knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.6. Financing. Buyer has or will have prior to Closing sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid hereunder.

3.7. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf.

SECTION 4: SELLER’S COVENANTS

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4.1. Conduct of Stations Prior to Closing. Seller covenants and agrees with respect to the Stations that, between the date hereof and Closing, except as otherwise permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, Seller shall:

- (a) operate the Stations in the ordinary course of business consistent with past practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;
- (b) maintain in effect its current insurance policies with respect to the Purchased Assets;
- (c) maintain the FCC Licenses in full force and effect (provided, however, that Buyer acknowledges that Seller shall have no obligation to upgrade the facilities for the Stations pursuant to any outstanding FCC construction permit), timely file and prosecute any necessary applications for renewal of the FCC Licenses, timely file all reports required to be filed with the FCC with respect to the FCC Licenses, and timely pay when due all annual regulatory fees with respect to the FCC Licenses, including all reports and fees due to remain in full Class A compliance, if any;
- (d) maintain the Tangible Personal Property in good operating condition, ordinary wear and tear excepted, except for ordinary wear and tear and damage by casualty governed by Section 4.2;
- (e) not amend, terminate or otherwise modify any Station Contract or agree or commit to amend, terminate or otherwise modify any of the Station Contracts, other than extensions or renewals in the ordinary course of business consistent with Seller's past practice;
- (f) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Purchased Assets, or create, assume or permit to exist any Liens upon the Purchased Assets, except for Permitted Liens; and
- (g) upon reasonable notice, give Buyer reasonable access during normal business hours to the Purchased Assets, and furnish Buyer with information relating to the Purchased Assets that Buyer may reasonably request; provided that such rights of Buyer under this Section 4.1(g) shall be exercised at Buyer's sole expense and shall not be exercised in such a manner as to interfere unreasonably with the business of the Stations.

4.2. Risk of Loss. Subject to the Local Marketing Agreement, Seller shall bear the risk of any casualty loss or damage to any of the Tangible Personal Property prior to the Effective Time. Seller shall be responsible for repairing or replacing (as appropriate under the circumstances) any lost or damaged Tangible Personal Property (the "Damaged Asset") unless such Damaged Asset was obsolete and unnecessary for the continued operation of the Station consistent with Seller's past practice and the FCC Licenses. If Seller is unable to repair or replace a Damaged Asset by the date on which the Closing would otherwise occur under this Agreement, Seller shall reimburse all reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Asset after Closing.

4.3. Consents to Assignment; Estoppel Certificates. Seller shall use commercially reasonable efforts to obtain the third-party consents required for the assignment of the Station Contracts identified on *Schedule 1.1(c)*. Seller shall also deliver to the appropriate lessors the tenant estoppel certificates required under the Station Contracts identified on *Schedule 1.1(c)* (the “Estoppel Certificates”). To the extent that any of the Station Contracts may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller’s rights and obligations under the applicable Station Contract, with Seller using commercially reasonable efforts to make available to Buyer the benefits thereof, provided that Buyer complies with the terms of any such Station Contract. Notwithstanding the foregoing, neither Seller nor any of its affiliates shall be required to pay consideration to any third party to obtain any consent or deliver any Estoppel Certificate.

SECTION 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree that between the date hereof and Closing:

5.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be considered “Evaluation Material” under, and in all respects subject to the terms of, the Confidentiality Agreement between Buyer and Seller dated as of March 12, 2005.

5.2. Cooperation. Subject to express limitations contained elsewhere herein, each party (a) shall cooperate fully with one another in taking any commercially reasonable actions (including, without limitation, commercially reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (b) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

5.3. Control of Stations. Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Stations prior to Closing. Consistent with FCC rules, control, supervision and direction of the Stations’ operations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4. Employment Matters. Buyer shall not be responsible for payment of any compensation or accrued employee benefits accruing prior to Closing with respect to Seller’s employees at the Stations.

SECTION 6: SELLER CLOSING CONDITIONS

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

6.1. Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date need be true and

correct in all material respects only as of such specified date), except in both cases for (a) changes expressly permitted or contemplated by this Agreement or (b) casualty losses or damages subject to Section 4.2 (Risk of Loss). Buyer shall have performed and complied with in all material respects all obligations required to be performed or complied with by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer, to the effect that the conditions set forth in this Section 6.1 have been satisfied.

6.2. FCC Consent. The FCC Consent shall have been granted by the FCC, and no court or governmental order prohibiting the Closing shall be in effect. Seller acknowledges that Seller's obligation to consummate the transactions contemplated by this Agreement is not subject to the condition that the FCC Consent shall have become a Final Order. "*Final Order*" shall mean an action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (b) with respect to which no appeal, request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal by any party or the FCC on its own motion is pending, and (c) as to which the time for filing any such appeal, request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

6.3. No Proceedings. No order, decree or judgment of any court, arbitrator, agency or other governmental authority shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

6.4. Deliveries. Buyer shall have made or stand willing to make all the deliveries required under Section 8.2.

SECTION 7: BUYER CLOSING CONDITIONS

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

7.1. Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date need be true and correct in all material respects only as of such specified date), except in both cases for (a) changes expressly permitted or contemplated by this Agreement or (b) casualty losses or damages subject to Section 4.2 (Risk of Loss). Seller shall have performed and complied with in all material respects all obligations required to be performed or complied with by it under this Agreement on or prior to the Closing Date. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller to the effect that the conditions set forth in this Section 7.1 have been satisfied.

7.2. FCC Consent. The FCC Consent shall have been granted by the FCC, and no court or governmental order prohibiting Closing shall be in effect. The FCC Consent shall be a Final Order unless the FCC Application has been unopposed, in which case Buyer acknowledges that Buyer's obligation to

consummate the transactions contemplated by this Agreement is not subject to the condition that the FCC Consent shall have become a Final Order.

7.3. No Proceedings. No order, decree or judgment of any court, arbitrator, agency or other governmental authority shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

7.4 Deliveries. Seller shall have made or stand willing to make all the deliveries required under Section 8.1.

SECTION 8: CLOSING DELIVERIES

8.1. Seller Documents.

(a) Three business days prior to the Closing, Seller shall deliver to Buyer written wire transfer instructions, as described in Section 1.4 hereof.

(b) At Closing, Seller shall deliver or cause to be delivered to Buyer:

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

(ii) the certificate described in Section 7.1;

(iii) any consents obtained by Seller and the Estoppel Certificates delivered by Seller;

(iv) an Assignment and Assumption of Leases, executed by Seller, through which Seller shall assign to Buyer all of Seller's right, title and interest in the Station Contracts and Buyer shall assume the liabilities and obligations of Seller under the Station Contracts that arise or accrue at or after the Effective Time;

(v) a Bill of Sale for the Tangible Personal Property;

(vi) an Assignment of the FCC Licenses;

(vii) an Assignment of the Intangible Property;

(viii) the Local Marketing Agreement, if applicable; and

(ix) such other bills of sale, assignments, documents of title and other instruments of conveyance, assignment and transfer as may be reasonably necessary to convey, transfer and assign the Purchase Assets to Buyer, free and clear of Liens, except for Permitted Liens.

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

- (a) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement by Buyer, including the consummation of the transactions contemplated hereby;
- (b) the certificate described in Section 6.1;
- (c) an Assignment and Assumption of Leases, executed by Buyer, through which Seller shall assign to Buyer all of Seller's right, title and interest in the Station Contracts and Buyer shall assume the liabilities and obligations of Seller under the Station Contracts that arise or accrue at or after the Effective Time;
- (d) an Assumption Agreement, executed by Buyer, through which Buyer shall assume the Assumed Obligations as provided in Section 1.3;
- (e) an Assignment of the FCC Licenses;
- (f) the Purchase Price in accordance with Section 1.4 hereof; and
- (g) the Local Marketing Agreement, if applicable.

SECTION 9: SURVIVAL; INDEMNIFICATION

9.1. Survival. The covenants, agreements, representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those under (i) this Section 9 that relate to Damages (as defined below) for which written notice is duly given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved; (ii) the last sentence of Section 2.6 (Condition of the Tangible Personal Property), which shall survive for a period of thirty (30) days after the Closing; and (iii) Sections 1.3 (Assumption of Obligations), 1.5 (Prorations and Adjustments), 10.3 (Expenses; Transfer Taxes) and 11 (General Provisions) and the indemnification obligations with respect to such provisions, which shall survive until performed.

9.2. Indemnification.

(a) Subject to Section 9.1 and the Local Marketing Agreement, from and after the Effective Time, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages"), incurred by Buyer arising out of or resulting from (i) the breach of any of the representations or warranties of Seller hereunder or the breach of any covenant of Seller under this Agreement, (ii) the operation of the Stations by Seller prior to the Effective Time; or (iii) third party claims relating to the Purchased Assets to the extent relating to the period of Seller's ownership of the Purchased Assets; provided, however, that Seller shall have no liability to Buyer hereunder until, and only to the extent that, Buyer's aggregate Damages exceed \$75,000, and the maximum liability of Seller hereunder shall be an amount equal to \$2,500,000; provided, further, that the foregoing limitation shall not apply to any obligation of Seller under Sections 1.3 (Assumption of Obligations), 1.5 (Prorations and Adjustments) and 10.3 (Expenses; Transfer Taxes), or the indemnification obligations with respect to such provisions.

(b) Subject to Section 9.1 and the Local Marketing Agreement, from and after the Effective Time, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) the breach of any of the representations or warranties of Buyer hereunder or the breach of any covenant of Buyer under this Agreement, (ii) the Assumed Obligations, or (iii) the operation of the Stations by Buyer from and after the Effective Time; provided, however, that Buyer shall have no liability to Seller hereunder until, and only to the extent that, Seller's aggregate Damages exceed \$75,000, and the maximum liability of Buyer hereunder shall be an amount equal to \$2,500,000; provided, further, that the foregoing limitation shall not apply to any obligation of Buyer under Sections 1.3 (Assumption of Obligations), 1.5 (Prorations and Adjustments) and 10.3 (Expenses; Transfer Taxes), or the indemnification obligations with respect to such provisions.

9.3. Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within ten (10) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment that does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1. Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or performs the obligations to be satisfied or performed by it on the Closing Date, or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (as defined below);
- (c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date, or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; or
- (d) by written notice of Buyer to Seller, or of Seller to Buyer, if the Closing does not occur by the Final Closing Date.

The term "Cure Period" as used herein means a period commencing on the date that Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter, or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

10.2. Remedies. The parties recognize that if either party refuses to consummate the Closing pursuant to the provisions of this Agreement or either party otherwise breaches or defaults such that the Closing has not occurred ("Breaching Party"), monetary damages alone will not be adequate to compensate the non-breaching party ("Non-Breaching Party") for its injury. Such Non-Breaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in addition to any other remedies that may be available to it. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at

law. In the event of a default by the Breaching Party that results in the filing of a lawsuit for damages, specific performance, or other remedy, the Non-Breaching Party shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

10.3. Expenses; Transfer Taxes. Except as otherwise provided in this Agreement, (a) each party shall be solely responsible for and shall pay all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement and (b) all FCC filing fees for the FCC Application shall be paid equally by Buyer and Seller. All excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer and similar Taxes, levies, charges and fees ("Transfer Taxes") arising out of or in connection with the transactions effected pursuant to this Agreement shall be paid one-half by Seller and one-half by Buyer. The party that has the primary responsibility under applicable law for the payment of any particular Transfer Tax shall prepare and file the relevant tax return and notify the other party in writing of the Transfer Taxes shown on such tax return. The other party shall pay the first party an amount equal to one-half of such Transfer Taxes in immediately available funds no later than the date that is the later of (i) five (5) business days after the date of such notice or (ii) two (2) business days prior to the due date for such Transfer Taxes. The first party shall promptly remit the Transfer Taxes to the proper Governmental Authority.

10.4. Bulk Sales. Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance.

10.5. Further Assurances. After Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Purchased Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to relieve Seller of any obligations being assumed by Buyer hereunder.

SECTION 11: GENERAL PROVISIONS

11.1. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything above to the contrary, Seller may, without Buyer's consent, (i) assign any or all of its rights and obligations under this Agreement to any entity directly or indirectly controlling, controlled by or under common control with Seller, provided, that Seller remains liable for its obligations hereunder, or (ii) assign any or all of its rights but not its obligations under this Agreement to any "qualified intermediary" as defined in Treas. Reg. Sec. 1.1031(k)1(g)(4) or to any exchange accommodation titleholder as described in Revenue Procedure 2000-37 ("EAT"), so long as neither such assignment delays receipt of the FCC Consent. Buyer shall cooperate with all reasonable requests of Seller and the qualified intermediary or EAT in arranging and effecting the deferred like-kind exchange as one which qualifies under Section 1031 of the Code, provided, however, that Buyer shall not be required to expend its own financial resources complying with such requests. Without limiting the

generality of the foregoing, Buyer shall acknowledge in writing the notification by Seller of the assignment to the qualified intermediary or EAT of its rights hereunder and Buyer agrees to deliver the Purchase Price to the qualified intermediary rather than to Seller.

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

11.3. Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state or federal court located in Wilmington, Delaware, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Buyer and Seller hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury trial waiver.

11.4. Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

11.5. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission upon confirmation that such facsimile was successfully received, and shall be addressed as set forth on *Exhibit B* attached hereto (or to such other address as any party may request by written notice).

11.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of executed counterpart signature pages to this Agreement, any Buyer Ancillary Agreement, any Seller Ancillary Agreement or any other document or instrument delivered pursuant to this Agreement by facsimile or other electronic transmission shall be effective as delivery of original counterpart signature pages for all purposes.

11.7. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

[SIGNATURE PAGE FOLLOWS]

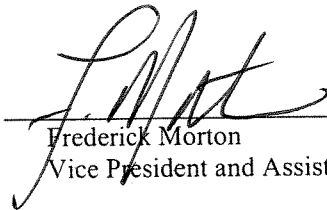
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

THE BOX WORLDWIDE LLC

By: _____


Frederick Morton
Vice President and Assistant Secretary

BUYER:

L4 MEDIA GROUP, LLC

By: _____

Rick Ehrman
Chairman

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

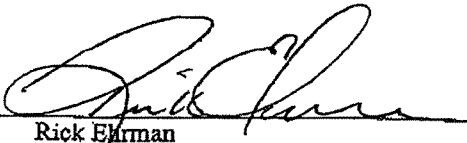
SELLER:

THE BOX WORLDWIDE LLC

By: _____
Frederick Morton
Vice President and Assistant Secretary

BUYER:

L4 MEDIA GROUP, LLC

By: 
Rick Ehrman
Chairman