

### **Agreements for Sale of KSBY**

The parties to the instant application have entered into a purchase and sale agreement for the sale of broadcast stations KVII-TV and KVIH-TV and their associated translator stations, a copy of which is submitted herewith. The various schedules and exhibits to the Purchase Agreement as well as a side letter have been omitted because (i) they are not of decisional significance to the Commission and (ii) the publication of confidential and sensitive information contained in the omitted documents could competitively injure the parties. Copies of the omitted documents will be provided to the Commission upon request (with a request for confidential treatment, if applicable).

Omitted Document	Subject Matter
Exhibit A	Assignment and Assumption Agreement
Exhibit B	Bill of Sale and Assignmnet
Exhibit C	Buyer's Closing Certificate
Exhibit D	Omitted
Exhibit E	Contract Assignment
Exhibit F	Escrow Agreement
Exhibit G-1	Special Warranty Deed for Owned Real Property in Texas
Exhibit G-2	Special Warranty Deed for Owned Real Property in New Mexico
Exhibit G-3	Quit Claim Deed for Owned Real Property in Texas
Exhibit G-4	Quit Claim Deed for Owned Real Property in New Mexico
Exhibit H	Intangible Property Assignment
Exhibit I-1	Lease Assignment
Exhibit I-2	Joint Venture Assignment
Exhibit J	License Assignment
Exhibit K	NVG Parties' Closing Certificate
Exhibit L-1	Opinion of Counsel
Exhibit L-2	Opinion of FCC Counsel
Exhibit M	Omitted
Exhibit N	Assignment of Option Agreements
Exhibit O	FIRPTA Affidavit
Exhibit P	Omitted
Exhibit 3.1(a)	Form of Broker Letter
Schedule 1.1	- Contracts
Schedule 1.2	- Leases
Schedule 1.3	- Assumed Liabilities
Schedule 1.4	- Equipment
Schedule 1.5	- Intangible Property
Schedule 1.6	- Joint Venture Interests
Schedule 1.7	- Knowledge
Schedule 1.8	- Licenses
Schedule 1.9	- Motor Vehicles
Schedule 1.10	- Owned Real Property
Schedule 1.11	- Permitted Liens

Schedule 1.12	-	Retained Assets
Schedule 1.13	-	Towers
Schedule 2.9	-	Tax Liabilities Assumed
Schedule 2.10(a)	-	Proration Adjustments
Schedule 4.3	-	Conflicting Agreements
Schedule 4.5	-	Title
Schedule 4.6	-	Condition of Equipment
Schedule 4.7	-	Matters Relating to Assumed Contracts
Schedule 4.8	-	Matters Relating to Intangible Property
Schedule 4.9	-	Matters Relating to Owned Real Property
Schedule 4.10	-	Matters Relating to Leases
Schedule 4.11	-	Matters Relating to Joint Venture Real Property
Schedule 4.12(a)	-	Financial Statements
Schedule 4.12(b)	-	Interim Financial Statements
Schedule 4.13	-	No Changes
Schedule 4.14	-	Litigation, Compliance with Laws, Permits
Schedule 4.15	-	Taxes
Schedule 4.16	-	Governmental Authorizations
Schedule 4.17	-	Compliance with FCC Physical Requirements
Schedule 4.19	-	MVPD Matters
Schedule 4.20	-	Insurance
Schedule 4.22	-	Employees
Schedule 4.23	-	Employee Benefit Plans
Schedule 4.24	-	Environmental Matters
Schedule 4.27	-	Labor Matters
Schedule 4.28	-	Related Party Transactions
Schedule 6.6	-	Required Consent Assets
Schedule 6.10	-	Liens Not to be Released
Schedule 9.1	-	Seller Indemnification Matters
Schedule 10.2	-	Transferred Employees

Side Letter                      Buyer's Closing is conditioned upon the execution and delivery of non-compete/non-solicitation agreements by Jason Elkin, Chief Executive Officer of Sellers; John Heinen, President of Sellers; the Seller Parties; and Arlington Capital Partners, L.P., the controlling member of New Vision Group, LLC. Each non-compete/non-solicitation agreement is for a term of three years and provides that the appropriate party will not engage in certain activities within the market.