

**ASSET PURCHASE AGREEMENT**  
**BY AND AMONG**  
**JOURNAL BROADCAST GROUP, INC.,**  
**JOURNAL BROADCAST CORPORATION**

**AND**

**ACE TV INC.**  
**and**  
**SHIRLEY A. MARTIN**

**April 28, 2004**

## **SCHEDULES**

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## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (the "Agreement") dated as of the 28<sup>th</sup> day of April, 2004 by and among ACE TV INC., a Wisconsin corporation ("Seller"), SHIRLEY A. MARTIN, sole shareholder of Seller (the "Shareholder"), and JOURNAL BROADCAST GROUP, INC., a Wisconsin corporation ("JBG") and JOURNAL BROADCAST CORPORATION, a Nevada corporation and sole stockholder of JBG ("JBC") (JBG and JBC are hereafter collectively referred to as "Buyers").

### RECITALS

A. Seller is the owner and licensee of television broadcast station WACY-TV licensed to Appleton, Wisconsin (the "Station") pursuant to certain licenses, authorizations and approvals (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC").

B. The Shareholder is the sole shareholder of Seller.

C. Aries Telecommunication Corporation, a Nevada corporation ("Aries") provides certain programming broadcast over the Station to Seller pursuant to a Television Affiliation Agreement dated June 7, 1993 by and between Aries and Seller, as amended by amendments dated June 23, 1995, September 20, 1996 and September 20, 1996 (the "Affiliation Agreement"), provides certain program log and invoice services to Seller pursuant to a Program Log and Invoice Preparation Agreement dated December 15, 1992 (the "Program Log Agreement") and provides certain transmitter monitoring services to Seller pursuant to a Transmitter Monitoring Agreement dated December 15, 1992 (the "Monitoring Agreement"). The Aries Services Agreement and the Monitoring Agreement were amended by the amendments to the Affiliation Agreement dated June 23, 1995 and September 20, 1996 (the Affiliation Agreement, the Program Log Agreement and Monitoring Agreement are collectively referred to herein as the "WACY Agreements").

D. DP&K, Inc., a Wisconsin corporation, the Shareholder and the Martin Family Partnership, a Wisconsin general partnership (collectively doing business as Green Bay Broadcast Leasing Company ("GBBL")), are the owners of certain real estate, equipment and furnishings which are leased to Aries for use in the operation of WGBA-TV licensed to Green Bay, Wisconsin, and for use in the provision by Aries of programming and other services to Seller in connection with the operation of WACY pursuant to the WACY Agreements. Certain equipment leased to Aries by GBBL and certain space on the television antenna tower and in the transmitter building leased to Aries by GBBL are subleased by Aries to Seller pursuant to a Lease Agreement dated June 1, 1994, as amended by amendments dated January 1, 1997, and December 8, 1998 (the "Transmission Sublease") Certain office space leased to Aries by GBBL is subleased by Aries to Seller pursuant to a Sublease of Office Space dated January 1, 2002 (the "Office Sublease") (the Transmission Sublease and Office Sublease are collectively referred to as the "Subleases").

E. Seller, the Shareholder and Buyers desire to provide for the sale, assignment and transfer to Buyers of all of the assets used or held for use in connection with the

operation of the Station and to effect a transfer of the rights associated with the FCC Authorizations, all on the terms and conditions described herein.

F. The closing of the transactions contemplated by this Agreement is subject among other terms and conditions, to a change in law or the effectiveness of a local rule promulgated by the FCC that would permit the common ownership of WGBA and WACY by Buyers.

G. The consummation of the transactions contemplated by this Agreement is also subject to prior approval of the FCC.

H. This Agreement is being executed contemporaneously with the execution of the purchase agreement that contemplates the purchase by Buyers of all of the assets and business of Aries, including an assignment to and assumption by Buyers of the WACY Agreements (the "Aries Purchase Agreement"). Simultaneous with and as a condition to the execution of this Agreement, JBG and Seller are entering into (i) an amendment to the Affiliation Agreement (the "Amended Affiliation Agreement"), (ii) a Services Agreement (the "Services Agreement") and (iii) a Facilities Lease Agreement (the "Facilities Lease Agreement") pursuant to which JBG will provide certain programming and other services to the Station. The Services Agreement and Facilities Lease Agreement will supercede and replace each of the Program Log, Monitoring Agreement, Transmission Sublease and Office Sublease. The Amended Affiliation Agreement, the Services Agreement and the Facilities Lease Agreement are collectively referred to herein as the "LMA Agreements."

I. The Amended Affiliation Agreement provides for an annual affiliation fee payable by JBG to Seller throughout the remaining base term of the Amended Affiliation Agreement (the "Annual Affiliation Fee"). Upon the termination of the Amended Affiliation Agreement by reason of the closing of the transactions contemplated by this Agreement, an amount equal to \$1,400,000 less the aggregate amount of any payments of the Annual Affiliation Fee by JBG to Seller during the term of the Amended Affiliation Agreement (the "Affiliation Termination Payment") will be payable as additional purchase price to Seller. The Amended Affiliation Agreement also provides for an annual reimbursement allowance by JBG to Seller for expenses incurred by Seller in the operation and control of WACY.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

## **1. PURCHASE AND SALE OF PROPERTIES AND ASSETS**

1.1 Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 12 hereof) Seller shall sell, convey, assign, transfer and deliver to Buyers, free and clear of all liabilities other than the Assumed Liabilities (as hereinafter defined), liens and encumbrances, and Buyers shall purchase and accept, (i) all of Seller's right, title and interest in the business, rights, properties and assets, real and personal, tangible and intangible, of every type and description of Seller used or held for use in connection with the business and operations of the Station, together with all rights and privileges associated with such assets and the business of the Station, except for Excluded Assets (as defined in

Section 1.2) and any assets disposed, expiring or terminated between the date hereof and the Closing Date in accordance with the terms of this Agreement or the LMA Agreements (such assets being conveyed are collectively referred to as the "Purchased Assets"). Without limiting the foregoing, the Purchased Assets shall include the following, except to the extent that any of the following are Excluded Assets:

1.1.(a) FCC Licenses and Authorizations. All of the FCC Authorizations issued or to be issued to Seller, including without limitation all rights in and to the call letters WACY, and any variations thereof, and all of the FCC Authorizations listed and described on Schedule 1.1.(a), and all applications therefor, together with any renewals, extensions or modifications thereof and additions thereto or applications filed between the date hereof and the Closing Date. All of Seller's interest in the FCC Authorizations will be assigned to JBC as hereinafter provided.

1.1.(b) Tangible Personal Property. All equipment, electrical devices, antennas, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware, tools, spare parts, records, tapes, discs, carts and other tangible personal property of every kind and description owned, utilized, or held for use by Seller on the Closing Date (as hereinafter defined), including without limitation all assets listed and described on Schedule 1.1.(b) attached hereto.

1.1.(c) Leased Personal Property. All leases of equipment, electrical devices, antennas, vehicles, furniture, fixtures, towers, transmitters and other personal property leased by Seller on the Closing Date, including the leases described in Schedule 1.1.(c) attached hereto (the "Personal Property Leases").

1.1.(d) Contracts. All of Seller's rights in all unexpired contracts, agreements, arrangements, commitments or understandings, written or oral ("Contracts") of Seller listed below:

- (i) All Contracts described in Schedule 1.1.(d) attached hereto.
- (ii) The UPN Television Network Affiliation Agreement dated December 6, 2000, entered into by Seller and The United Paramount Network ("UPN") and all amendments, supplements, renewals and extensions thereof (the "UPN Affiliation Agreement").
- (iii) Each of the WACY Agreements and the Subleases, as amended and replaced by the Revised WACY Agreements.
- (iv) Each of the [(A) Contract with Robert Rosenheim Associates, LLC, on behalf of Shepherd's Chapel dated June 17, 1996 and (B) Television Affiliation Agreement with Home Shopping Club, Inc. dated September 16, 1996 (the "Program Agreements")].
- (v) Every Contract entered into by Seller in the ordinary course of the business of the Station which does not involve consideration or other expenditure by Seller payable or performable on or after the Closing Date in excess of \$1,000 or performance over a period of more than six months.

(vi) Every other Contract to which Seller is a party which Buyers elect to assume at any time after the Closing Date by giving written notice to Seller; provided that such election by Buyers shall not constitute a waiver of any rights of indemnification or other rights under this Agreement which Buyers may have by virtue of such Contract, or any of its provisions, constituting a breach of any representation or warranty made by Seller herein.

The Contracts described in this Section 1.1.(d) and the Personal Property Leases described in Section 1.1.(c) are hereinafter collectively described as the "Assumed Contracts"; provided that the Assumed Contracts shall not include any Contracts that terminate between the date of this Agreement and the Closing Date. Schedule 1.1.(d) indicates which of such Contracts are not assignable without the consent of another party.

1.1.(e) Trade Rights. All of Seller's interest on the Closing Date in any Trade Rights (as hereinafter defined) owned by Seller or used or held for use in connection with the business and operations of the Station or licensed or sublicensed to Seller in connection therewith. As used herein, the term "Trade Rights" shall mean and include: (i) the call letters of the Station, all trademark rights, business identifiers, trade dress, service marks, trade names, brand names; (ii) all broadcast and other rights to films and programs, all statutory and common law copyrights, and all other rights associated with the foregoing and the underlying works of authorship and all jingles, slogans and logotypes used in connection with the business and operation of the Station; (iii) all patents and patent applications; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property; (vi) all telephone numbers and listings; (vii) all universal resource locators, websites and domain names of or maintained by or for the Station; and (viii) all registrations of any of the foregoing, all applications therefore, all goodwill associated with the foregoing and all claims for infringement or breach of any of the foregoing.

1.1.(f) Programming. All programs and programming materials and elements of whatever form or nature owned, utilized or held for use by Seller on the Closing Date, whether recorded on tape or any other media or intended for live performance, and whether completed or in production.

1.1.(g) Broadcast Materials. All news files, archives, tapes and other materials stored or used by Seller, including but not limited to raw film footage and other similar materials.

1.1.(h) FCC Records. All technical logs and other records that relate to the operation of the Station as are required to be maintained under the rules and regulations of the FCC including, without limitation, up-to-date and complete local public inspection files.

1.1.(i) Files and Records. All files and other records of Seller relating to the Purchased Assets or the business and operation of the Station, including without limitation all available schematics, blueprints, engineering data, customer lists, reports, books, financial records and financial statements, specifications, projections, statistics, market research, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials, and all other technical and financial information concerning the Station and the Purchased Assets.

1.1.(j) Claims. Any and all claims and rights against third parties if and to the extent they relate to the condition of the Purchased Assets, including, without limitation, all rights under manufacturers' and vendors' warranties (collectively, the "Claims").

1.1.(k) Computer Software. All computer source codes, programs and other software owned by or licensed to Seller, including all machine readable code, printed listings of code, documentation and related property and information.

1.1.(l) Goodwill. All of Seller's goodwill in, and going concern value of, the Station.

1.1.(m) Other Licenses; Permits. All licenses, permits, conditional use permits, variances, authorizations, approvals, certifications and listings of Seller related to the Station or the Purchased Assets.

1.2 Excluded Assets. There shall be excluded from the Purchased Assets and retained by Seller, to the extent in existence on the Closing Date, the following assets (collectively, the "Excluded Assets"):

1.2.(a) Cash and Investments. All cash on hand or in bank accounts, and any other cash equivalents, including without limitation certificates of deposit, commercial paper, treasury bills, asset or money market accounts and all such similar accounts or investments, or notes or other entitlements evidencing loans receivable and any securities owned or held by Seller.

1.2.(b) Receivables. All of Seller's accounts receivable, and any notes or written obligations reflecting accounts receivable of Seller through and including the Closing Date, including all receivables due from any affiliates of Seller (collectively, the "Receivables").

1.2.(c) Benefit Plan Assets. Pension, profit sharing and savings plans and trusts and any assets thereof.

1.2.(d) Consideration. The consideration delivered by Buyers to Seller pursuant to this Agreement.

1.2.(e) Organizational Records. Seller's charter to be a corporation, its minute books and other company records having exclusively to do with the organization and capitalization of Seller. Buyers shall have reasonable access to such books and records and may make copies thereof.

1.2.(f) Tax Records. Federal, state and local income tax returns and records.

1.2.(g) Excluded Contracts. The Contracts specifically identified on Schedule 1.2.(g) and all other contracts, leases, assignments, understandings and commitments of Seller other than the Assumed Contracts.

1.2.(h) Prepaid Insurance Premiums. All prepaid insurance premiums of Seller.

## 2. ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to the terms and conditions of this Agreement, on the Closing Date, JBG shall assume and agree to perform and discharge the following, and only the following, Liabilities of Seller (collectively the "Assumed Liabilities"):

2.1.(a) Contractual Liabilities. Liabilities arising from and after the Closing Date under and pursuant to all Assumed Contracts.

2.1.(b) Liabilities Under Permits and Licenses. Seller's Liabilities arising from and after the Closing Date under any permits or licenses described in Section 1.1.(m) and assigned to JBG at the Closing.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1, Buyers are not assuming any Liabilities of Seller and all such Liabilities shall be and remain the responsibility of Seller. Notwithstanding the provisions of Section 2.1, Buyers are not assuming and Seller shall not be deemed to have transferred to Buyers the following Liabilities of Seller:

2.2.(a) Taxes. Any taxes applicable to, imposed upon or arising out of the sale or transfer of the Purchased Assets to Buyers and the other transactions contemplated by this Agreement, including but not limited to any income, transfer, sales, use, gross receipts or documentary stamp taxes.

2.2.(b) Income and Franchise Taxes. Any Liability of Seller for Federal income taxes and any state or local income, profit or franchise taxes (and any penalties or interest due on account thereof).

2.2.(c) Insured Claims. Any Liability of Seller insured against, to the extent such Liability is or will be paid by an insurer.

2.2.(d) Litigation Matters. Any Liability of Seller with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative ("Litigation"), whether or not described in Schedule 4.10.

2.2.(e) Infringements. Any Liability of Seller to a third party for infringement of such third party's Trade Rights.

2.2.(f) Transaction Expenses. All Liabilities incurred by Seller in connection with this Agreement and the transactions contemplated herein.

2.2.(g) Liability For Breach. Liabilities of Seller for any breach or failure to perform any of Seller's covenants and agreements contained in, or made pursuant to, this Agreement, or, prior to the Closing, any other contract, whether or not assumed hereunder, including breach arising from assignment of contracts hereunder without consent of third parties.



2.2.(h) Liabilities to Affiliates. Liabilities of Seller to its present or former affiliates, including without limitation, any Liabilities of Seller to GBBL or Aries.

2.2.(i) Liabilities to Employees. Any Liability or obligation of Seller arising out of or relating to any employment agreement or arrangement, including accrued bonuses and sales commissions and the payment of severance pay, if any, to employees terminated on or prior to the Closing Date.

2.2.(j) Violation of Laws or Orders. Liabilities of Seller for any violation of or failure to comply with any statute, law, ordinance, rule or regulation (collectively, "Laws") or any order, writ, injunction, judgment, plan or decree (collectively, "Orders") of any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other (collectively, "Government Entities"), including, but not limited to, Liabilities related to any environmental conditions on any property currently or formerly owned or operated by Seller, or for environmental conditions related to such operations, including, without limitation, the off-site disposal of wastes, or future cleanup obligations for environmental conditions in existence on, or prior to the Closing Date.

2.2.(k) Accounts Payable and Accrued Expenses. All accounts payable and accrued expenses of Seller.

2.2.(l) Excluded Assets. Any Liability of Seller in respect of any Contract which is not an Assumed Contract.

2.2.(m) Benefit Plans. Any Liability of Seller under or with respect to any Benefit Plans of Seller (as defined in Section 4.16).

### 3. PURCHASE PRICE - PAYMENT

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Purchased Assets shall be the assumption of the Assumed Liabilities plus the sum of (i) \$4,650,000 and (ii) the amount of the Affiliation Termination Payment.

3.2 Payment of Purchase Price. The Purchase Price shall be paid by Buyers to Seller by wire transfer of immediately available funds of the sum of \$4,650,000 plus the amount of the Affiliation Termination Payment and plus or minus, as the case may be, the net amount of any prorations determined as of the Closing Date described in Section 3.3 below. Such wire transfer shall be made to an account designated by the Seller not less than 48 hours prior to the time for payment specified herein.

3.3 Prorations. The following prorations will be made as of the Closing Date (as defined in Section 12), with Seller liable to the extent such items relate to any time period up to and including the Closing Date and JBG liable to the extent such items relate to periods subsequent to the Closing Date. Except to the extent settled and paid on the Closing Date or pursuant to the LMA Agreements, the net amount of all such prorations will be settled and paid within 60 days of the Closing Date (the "Settlement Date") by wire transfer of immediately available funds to an account designated in writing by the recipient.

3.3.(a) Taxes. Personal property taxes, real estate taxes and assessments, and other taxes, if any, on or with respect to the Purchased Assets; provided that special assessments for work actually commenced or levied prior to the Closing Date shall be paid by Seller.

3.3.(b) Rents. Rents, additional rents, taxes and other items payable by Seller under any lease, license, permit, contract or other agreement or arrangement to be assigned to or assumed by Buyers.

3.3.(c) Utilities. The amount of charges for sewer, water, fuel, telephone, electricity and other utilities; provided that if practicable, meter readings shall be taken at the Closing Date and the respective obligations of the parties determined in accordance with such readings.

3.3.(d) Other Items. All other items normally adjusted in connection with similar transactions.

If the actual expense of any of the above items for the billing period within which the Closing Date falls is not known on the Settlement Date, the proration shall be made based on the expense incurred in the previous billing period, for expenses billed less often than quarterly, and on the average expense incurred in the preceding three billing periods, for expenses billed quarterly or more often. Seller agrees to furnish JBG with such documents and other records as shall be reasonably requested in order to confirm all proration calculations.

3.4 Allocation of Purchase Price. The aggregate Purchase Price shall be allocated among the Purchased Assets for tax purposes as mutually agreed to by Seller and Buyers pursuant to an appraisal of the Purchase Assets to be performed by an appraisal firm selected by Buyers. All parties shall have the right to consult with the appraiser with respect to such appraisal. The expense of such appraisal shall be paid 50% by Buyers and 50% by Seller. Seller and Buyers will follow and use such allocation in all income, sales, registration and other tax returns, filings or other related reports made by them to any governmental agencies. To the extent that disclosures of this allocation are required to be made by the parties to the Internal Revenue Service ("IRS") under the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") or any regulations thereunder, Buyers and Seller will disclose such reports to the other prior to filing with the IRS.

#### **4. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SHAREHOLDER**

Seller and the Shareholder, jointly and severally, make the following representations and warranties to Buyers, each of which is true and correct on the date hereof and shall be unaffected by any investigation heretofore or hereafter made by Buyers, or any knowledge of Buyers other than as specifically disclosed in the Disclosure Schedule delivered to Buyers at the time of the execution of this Agreement. All references to "Seller's knowledge" shall be deemed to include the knowledge of the Shareholder.

4.1 Organization and Authority of Seller and Shareholder.

4.1.(a) Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Wisconsin. The Shareholder is currently the sole shareholder of Seller.

4.1.(b) Power. Seller has all requisite power and authority to own, operate and lease its properties, to carry on their businesses or purposes as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and to carry out the transactions or to perform fully its obligations contemplated herein.

4.1.(c) Qualification. To Seller's knowledge, neither the character of Seller's properties nor the nature of the business of the Station make the qualification of Seller to do business necessary in any other state other than the state of Wisconsin.

4.1.(d) Subsidiaries. Seller does not own any interest in any corporation, partnership, limited liability company, organization, joint venture or other entity.

4.2 Authority. The execution and delivery of this Agreement, the LMA Agreements and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated herein have been duly authorized by the Board of Directors of Seller and the Shareholder. No other or further act or proceeding on the part of Seller or the Shareholder is necessary to authorize this Agreement, the LMA Agreements or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated herein. This Agreement and the LMA Agreements constitute, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid binding agreements of Seller, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

4.3 No Violation. Except as set forth on Schedule 4.3, neither the execution and delivery of this Agreement, the LMA Agreements or the other documents and instruments to be executed and delivered by Seller pursuant hereto, nor the consummation by Seller of the transactions contemplated hereby and thereby (a) will violate any applicable Law or Order, (b) except for that of the FCC, will require any authorization, consent, approval, exemption or other action by or notice to any Government Entity (including, without limitation, under any "plant-closing" or similar law), or (c) subject to obtaining the consents referred to in Sections 4.6 and 4.7, will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien (as defined in Section 4.12.(a)) upon any of the assets of Seller under, any term or provision of the Articles of Incorporation or By-laws of Seller or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Seller or Shareholder is a party or by which the Seller or the Shareholder or any of their respective assets or properties may be bound or affected.

4.4 Financial Statements. Included as Schedule 4.4 are complete copies of the financial statements of Seller (the "Financial Statements"), consisting of (i) balance sheets of Aries as of December 31, 2001, 2002, and 2003, and the related statements of income and cash flows of Seller for the years then ended; and (ii) a balance sheet of Seller as of March 31, 2004 (the "Recent Balance Sheet") and the related statement of income for the three months then ended (collectively the "Recent Financial Statements") which financial statements have been prepared by Seller. All of the forgoing financial statements have been prepared in accordance with the books and records of Seller, are materially true correct and complete, and correctly and fairly present the assets, liabilities and financial condition and the results of operations of Seller as of the dates and for the periods indicated.

4.5 Tax Matters. Except as set forth in Schedule 4.5: (i) all federal, state, foreign, county, local and other tax returns required to be filed by or on behalf of Seller and the Shareholder have been timely filed and the taxes paid or adequately accrued; (ii) Seller has duly withheld and paid all taxes which it is required to withhold and pay relating to salaries and other compensation heretofore paid to Seller's employees; and (iii) neither the Seller nor the Shareholder has received any notice of underpayment of taxes or other deficiency which has not been paid nor any objection to any return or report filed by Seller or the Shareholder. There are no legal, administrative or tax proceedings or, to Seller's knowledge, investigations, pursuant to which Seller is or could be made liable for any taxes, penalties, interest or other charges, the liability for which could extend to Buyers as transferees of the business of the Station and the Purchased Assets and no event has occurred that could impose on Buyers any transferee liability for any taxes, penalties or interest thereon due or to become due from Seller.

4.6 FCC Matters.

4.6.(a) FCC Licenses. Seller is the holder of the FCC Authorizations listed on Schedule 1.1.(a), copies of each of which are included therein. Such FCC Authorizations constitute all of the licenses and authorizations held by Seller and required under the Communications Act of 1934, as amended (the "Communications Act"), or the current rules, regulations and policies of the FCC for (collectively, with the Communications Act, the "Communications Laws"), and/or used in the operation of, the Station as now operated. The FCC Authorizations are in full force and effect and expire on the dates set forth on Schedule 1.1.(a) and have not been revoked, suspended, canceled, rescinded or terminated and, to Seller's knowledge, are unimpaired by any act or omission of Seller, the Shareholder, or any officer, director, employee or agent of Seller. There are no conditions imposed by the FCC as part of any FCC Authorization other than conditions set forth on the face thereof as issued by the FCC or contained in the rules and regulations of the FCC applicable generally to television broadcast stations of the type, class or location of the Station. There is not pending, or to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Authorizations (other than proceedings to amend FCC rules of general applicability) or which may result in the issuance of any cease or desist order or the imposition of any administrative sanctions with respect to the Station, or its operations, and there is not now issued or outstanding, pending, or to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or the Station. The Station is operating in material compliance with the FCC Authorizations and the Communications Laws and Seller has no knowledge of any reason why the FCC will not renew the FCC Authorizations in due course.

4.6.(b) Additional FCC Matters. Except as set forth on Schedule 4.6.(b), all reports and filings, the failure of which to be timely filed with the FCC would have a material adverse effect on the Station or Seller, have been timely filed. All such reports and filings by Seller are accurate and complete in all material respects, and from the date hereof will be filed on a timely basis. Seller has timely paid all FCC regulatory user fees due for the Station. Seller maintains appropriate public files at the Station as required by FCC rules and Seller's files are in substantial and material compliance with such rules. Seller has submitted all required equal employment opportunity reports to the FCC. With respect to FCC licenses, permits and authorizations, Seller is operating only those facilities for which an appropriate FCC Authorization has been obtained and is in effect, and Seller is meeting the conditions of each such FCC Authorization. The Station is being operated in accordance with the FCC authorizations and standards of good engineering practices and in material compliance with all Communications Laws.

4.7 Approvals and Consents. The only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by Seller in connection with the consummation of the transactions contemplated by this Agreement are described in Section 7.2 (FCC Authorization) or identified on Schedules 1.1.(d) and 4.7. Except as set forth in the preceding sentence and Schedule 4.7, no permit, license, consent, approval or authorization of, or filing with, any governmental regulatory authority or agency is required in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby.

4.8 Absence of Certain Changes. Except as and to the extent set forth in Schedule 4.8, since December 31, 2003, there has not been:

4.8.(a) No Adverse Change. Any adverse change in the financial condition, assets, Liabilities, business, prospects or operations of Seller or the Station.

4.8.(b) No Damage. Any loss, damage or destruction, whether covered by insurance or not, affecting the Station or the Purchased Assets, in an amount exceeding \$1,000.00.

4.8.(c) No Labor Disputes. Any labor dispute or disturbance, other than routine individual grievances which are not material to the business, financial condition or results of operations of Seller.

4.8.(d) No Commitments. Any commitment, contract or transaction by Seller (including, without limitation, any borrowing or capital expenditure) other than in the ordinary course of business consistent with past practice.

4.8.(e) No Disposition of Property. Any sale, lease or other transfer or disposition of any properties or assets of Seller (or that would have been assets of Seller had no such disposition occurred) with a value in excess of \$1,000.00.

4.8.(f) No Liens. Any Lien made on any of the Purchased Assets.

4.8.(g) No Amendment of Contracts. Any entering into, amendment or termination by Seller of any contract, or any waiver of material rights thereunder, other than in the ordinary course of business.

4.8.(h) Credit. Any grant of credit to any customer or advertiser of Seller or WACY, on terms or in amounts more favorable than those which have been extended to such customer or advertiser in the past, any other change in the terms of any credit heretofore extended, or any other change of Seller's policies or practices with respect to the granting of credit.

4.8.(i) No Unusual Events. Any other event or condition not in the ordinary course of business of Seller which is likely to have an adverse financial impact or effect on the business or assets of the Station.

4.9 Absence of Undisclosed Liabilities. Except as and to the extent specifically disclosed in the Recent Balance Sheet, or in Schedule 4.9, Seller does not have any Liabilities other than commercial liabilities and obligations incurred since the date of the Recent Balance Sheet in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business, financial condition or results of operations of the Station. Except as and to the extent described in the Recent Balance Sheet or in Schedule 4.9, Seller does not have any knowledge of any basis for the assertion against Seller of any Liability and to Seller's knowledge, there are no circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to Liabilities, except commercial liabilities and obligations incurred in the ordinary course of Seller's business and consistent with past practice.

4.10 No Litigation. Except and as set forth in Schedule 4.10, there is no Litigation pending or threatened against Seller nor does Seller know, or have grounds to know, of any basis for any Litigation. Schedule 4.10 also identifies all such Litigation to which Seller has been a party since December 31, 1997. Except as set forth in Schedule 4.10, neither Seller, the Station, nor the Purchased Assets, are subject to any Order of any Government Entity. Except for ongoing or planned FCC rulemakings affecting the television industry generally, there is no litigation or proceeding pending, or to Seller's knowledge, threatened that would affect Seller's ability to carry out the transactions contemplated by this Agreement.

4.11 Compliance with Laws.

4.11.(a) Compliance with Law and Regulations. Other than with respect to the Communications Laws, which are addressed in Section 4.6, and except as set forth in Schedule 4.11(a), the Station, the Purchased Assets and Seller are, in all material respects, in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over any of them, the operation of the Station, the use of their properties and assets, including, without limitation, all zoning ordinances, and laws applicable to occupational safety and health, trade practices and building sanitation. Seller has properly filed all reports and other documents required to be filed with any federal, state, local or foreign government or subdivision or agency thereof. Except as set forth in Schedule 4.11(a), Seller has not received any notice, not heretofore complied with, from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities,

equipment or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public authority or body.

4.11.(b) Licenses and Permits. In addition to the FCC Authorizations which are addressed in Section 4.6, Seller has all licenses, permits, approvals, authorizations and consents of all Government Entities and all certification organizations required for the conduct of the business (as presently conducted and as proposed to be conducted) and operation of the Station (collectively, the "Permits"). All such Permits are described in Schedule 4.11(b), are in full force and effect and are assignable to Buyers in accordance with the terms hereof. Except as set forth in Schedule 4.11(b), Seller (including its operations, properties and assets) is and has been in compliance with all such Permits.

4.11.(c) Environmental Matters.

(i) Compliance with Laws and Regulations. Except as listed and described on Schedule 4.11(c), all activities and operations of Seller, whether at or upon the tower space and transmitter building space leased to Seller pursuant to the Transmission Sublease and the office space leased to Seller pursuant to the Office Sublease (collectively the "Leased Premises"), and to Seller's knowledge, all activities occurring on the Leased Premises prior to Seller's possession, have been and are being conducted in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, schedules and obligations contained in all federal, state and local statutes, ordinances, rules, regulations and orders concerning pollution or protection of the environment, including laws relating to emissions, discharges, generation, storage, treatment, transportation, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, hazardous or petroleum or petroleum-based substances or wastes ("Hazardous Substances") into the environment (including without limitation ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, including without limitation the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Comprehensive Environmental Response Compensation Liability Act, as amended, and their state and local counterparts (herein collectively referred to as the "Environmental Laws").

(ii) Environmental Permits. Seller has obtained all Permits necessary for the conduct of the business (as presently conducted and as proposed to be conducted), and operation of the Station, under any and all applicable Environmental Laws.

(iii) Site Contamination. No Hazardous Substance is present on, in, under or about the Leased Premises in any medium in the operations of the Station (or of Seller with respect to the Station) and/or at the Leased Premises (except for such quantities as are used in the ordinary course of business, and stored in appropriate containers, in compliance with all Environmental Laws).

(iv) Use and Storage. No Hazardous Substances have been produced, sold, used, stored, transported, handled, released, discharged or disposed of at or from any of the Leased Premises by any person in a manner that violated any applicable Environmental Laws.

(v) Other Hazardous or Toxic Materials. Except as listed and described on Schedule 4.11.(c), no polychlorinated biphenyls or substances containing polychlorinated biphenyls ("PCBs"), nor any mold or asbestos or materials containing asbestos, are present in the structures or equipment utilized by Seller, and any such PCBs, asbestos or mold previously present in or on such property that were removed by Seller were disposed of in accordance with all Environmental Laws.

(vi) No Notice of Lack of Compliance with Environmental Laws. Seller has not been notified by any Governmental Entity or other person that Seller is in violation of, does not comply or allegedly does not comply with, or that there is a basis for liability or alleged liability, under any Environmental Law with respect to any Leased Premises, the operations of the Station or the conduct of the business, or by Seller.

(vii) Past Violations. During the past five years, Seller has not paid any civil or criminal fine, penalty, judgment or other amount relating to alleged failure to comply with Environmental Laws with respect to the conduct of the business, the operation of the Station, or any Leased Premises.

(viii) Compliance with ANSI Radiation Standards. The operations of the Station and WACY are in compliance with ANSI Standards C95.1 – 1982, to the extent required to be met under applicable rules and regulations (47 C.F.R. Section 1.1310 and OST/OET Bulletin Number 65); and no unresolved claims actually known to Seller have been made to the contrary.

#### 4.12 Title to and Condition of Properties.

4.12.(a) Marketable Title. Seller has good and marketable title to all the Purchased Assets, and at Closing will have good and marketable title to all the Purchased Assets, free and clear of all mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens") except those described in Schedule 4.12.(a); and, in the case of the Leased Premises and personal property subject to personal property taxes, Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings (and which have been sufficiently accrued or reserved against in the Recent Balance Sheet), municipal and zoning ordinances and easements for public utilities, none of which interfere with the use of the property as currently utilized or affect the marketability of title thereto ("Permitted Leased Premises Liens"). None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof, except the Permitted Leased Premises Liens. Except as otherwise set forth in this Agreement, Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyers as contemplated hereby. At Closing, Buyers will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except the Permitted Leased Premises Liens.

4.12.(b) Sufficiency and Condition. The Purchased Assets (whether owned or leased) include all of the transmission equipment necessary to broadcast programming from the transmitters of the Station as currently broadcast and to conduct digital broadcast transmissions on digital channel 59 in accordance with the allocations described in Section 4.6(a). All tangible



assets (real and personal) constituting Purchased Assets hereunder and used in the operations of the Station are in operating condition and repair, free from any defects (except such minor defects as do not interfere with the use thereof in the conduct of the normal operations of the Station), have been maintained consistent with the standards generally followed in the industry and are sufficient to carry on the businesses of the Station, as conducted during the preceding 12 months. All buildings, plants and other structures utilized by the Seller are in operating condition and repair and have no structural defects or defects affecting the plumbing, electrical, sewerage, or heating, ventilating or air conditioning systems. The transmitting equipment of the Station is being and has been operated in compliance in all material respects within the Communications Laws. Seller has complied with all regulations and requirements of the FCC and Federal Aviation Administration relating to the construction, registration, use, height, wind load, marking and location of antenna towers.

4.12.(c) Real Property. Seller does not own any real property. The Leased Premises leased to Seller pursuant to the Subleases are all of the real property leased, used or occupied by Seller in connection with the operation of the Station. Schedule 4.12.(c) sets forth a description of all land, and all encumbrances, easements or rights of way of record (or, if not of record, of which Seller has notice or knowledge) granted on or appurtenant to or otherwise affecting such Leased Premises, the zoning classification thereof, and all plants, buildings or other structures located thereon. There are now in full force and effect duly issued certificates of occupancy permitting the Leased Premises and improvements located thereon to be legally used and occupied as the same are now constituted. All of the Leased Premises currently has permanent rights of access to dedicated public rights of way. No fact or condition exists which would prohibit or adversely affect the ordinary rights of access to and from the Leased Premises from and to the existing highways and roads and there is no pending or, to Seller's knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. To Seller's knowledge, there is not any manifest claim of adverse possession or prescriptive rights involving any of the Leased Premises. All towers, guy lines, anchors, ground systems and all other structures of Seller's transmitting facilities are located entirely within the confines of the Leased Premises and appurtenant property leased by Aries. Except as set forth on Schedule 4.12.(c), none of the Leased Premises is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law. No public improvements have been commenced, and to Seller's knowledge, none are planned which in either case may result in special assessments against or otherwise materially adversely affect any Leased Premises. No portion of any of the Leased Premises is subject to any rollback taxes, recapture provisions, additional taxes or assessments, or penalties as a result of having been at any time classified or zoned for agricultural, forest cropland, or similar use. No portion of any of the Leased Premises has been used as a landfill or for storage or landfill of hazardous or toxic materials. Seller has no notice or knowledge of any (i) planned or proposed increase in assessed valuations of any Leased Premises, (ii) Order requiring repair, alteration, or correction of any existing condition affecting any Leased Premises or the systems or improvements thereat, or (iii) condition or defect which could give rise to an order of the sort referred to in (ii) above. There are currently no underground storage tanks located at or affecting any Leased Premises and there have been no underground storage tanks that have been removed from the Leased Premises by Seller, or to Seller's knowledge, by any other party. No work has been performed on or with respect to or in connection with any of the Leased Premises that would cause such Leased Premises to be or become subject to any mechanics', materialmen's, workmen's, repairmen's, carriers' or similar

lien on or after the Closing. The Leased Premises is zoned so as to permit the current uses thereon, or conditional use permits or other permits and/or entitlements have been issued so as to permit the current uses thereon; which permits or entitlements run with the land and will permit Buyers to continue such current uses. The Leased Premises is in compliance with all building codes, statutes, laws, ordinances, rules and regulations, and all restrictions, covenants and agreements of record. No condition or matter exists (including without limitation any law, ordinance or regulation) that would render the Leased Premises unsuitable for or prohibit its current use or that would require material changes, remediation or improvements in order to continue its current use by Seller.

4.12.(d) No Condemnation or Expropriation. Neither the whole nor any portion of the property or any other assets of Seller is subject to any Order to be sold or is being condemned, expropriated or otherwise taken by any Government Entity with or without payment of compensation therefor, nor to the best of Seller's knowledge has any such condemnation, expropriation or taking been proposed.

4.13 Insurance. Seller maintains insurance policies providing general coverage against risks commonly insured against. All of such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has not received notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it. Seller will continue to maintain such insurance coverage in full force and effect through the Closing Date. The hazards insured against by such policies, and the amounts thereof, are substantially similar to the hazards insured against and the amounts of coverage carried by corporations of established reputations engaged in the same or similar business as are Seller and similarly situated.

4.14 Contracts, Leases, Agreements and Other Commitments.

4.14.(a) Material Contracts. Seller is not a party to or bound by any written, oral or implied contract, agreement, lease, power of attorney, guaranty, surety arrangement or other commitment, including but not limited to any contract or agreement for the purchase or sale of merchandise, programming or advertising time on the Station or for the rendition of services, which obligates Seller to expend more than \$1,000.00 (either in cash or trade) or requires performance over a period of more than six months, except for the Contracts identified on Schedule 1.1.(d) as "Material Contracts," the UPN Affiliation Agreement, the WACY Agreements, the Program Agreements and the Subleases.

4.14.(b) Contracts. The contracts and agreements to be assigned to Buyers under this Agreement are freely assignable, or, if consent of the other contracting parties is required, such contracts are identified on Schedule 4.14.(b) and Seller shall use its best efforts to secure such consent in writing, at Seller's expense, prior to the Closing Date.

4.14.(c) Contracts with Affiliates. Except for the WACY Agreements and the Subleases, there are no agreements, understandings, contracts or commitments (written or oral) with any affiliate of Seller that are not cancelable on notice not longer than 30 days without liability, penalty or premium of any nature or kind whatsoever.

4.14.(d) Powers of Attorney. Seller has not been given a power of attorney, which is currently in effect, to any person, firm or corporation with regard to the business or assets of Seller

4.14.(e) Collective Bargaining Agreements. Seller is not a party to any collective bargaining agreements with any unions, guilds, shop committees or other collective bargaining groups.

4.14.(f) Guarantees. Seller has not guaranteed the payment or performance of any person, firm or corporation, agreed to indemnify any person or act as a surety, or otherwise agreed to be contingently or secondarily liable for the obligations of any person.

4.14.(g) Burdensome or Restrictive Agreements. To the knowledge of Seller, Seller is not a party to nor bound by any agreement, deed, lease or other instrument which is so burdensome as to materially affect or impair the operation of Seller. Without limiting the generality of the foregoing, Seller is not a party to nor bound by any agreement requiring Seller to assign any interest in any trade secret or proprietary information, or prohibiting or restricting Seller from competing in any business or geographical area or soliciting customers in any geographical area currently served by the Station, except to the extent provided in any of the FCC Authorizations or the UPN Affiliation Agreement.

4.14.(h) No Default. Seller is not in default under any lease or Contract, nor has any event or omission occurred which through the passage of time or the giving of notice, or both, would constitute a default thereunder or cause the acceleration of any of Seller's obligations or result in the creation of any Lien on any of the Purchased Assets and which would have a material adverse effect on the Station. To Seller's knowledge, no third party is in default under any lease or Contract nor has any event or omission occurred which, through the passage of time or the giving of notice, or both, would constitute a default thereunder or give rise to an automatic termination, or the right of discretionary termination, thereof.

4.15 Labor Matters. Except as set forth in Schedule 4.15, within the last two years Seller has not experienced any labor disputes, union organization attempts or any work stoppage due to labor disagreements in connection with its business. In its operations of the Station, (a) Seller is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice; (b) there is no unfair labor practice charge or complaint against Seller pending or, to Seller's knowledge, threatened; (c) there is no labor strike, dispute, request for representation, slowdown or stoppage actually pending or, to Seller's knowledge, threatened against or affecting Seller, nor any secondary boycott with respect to the Station; (d) no question concerning representation has been raised or is threatened respecting the employees of Seller; (e) no grievance which might have a material adverse effect on Seller, nor any arbitration proceeding arising out of or under collective bargaining agreements, is pending and, to Seller's knowledge, no such claim therefor exists; and (f) there are no administrative charges or court complaints against Seller concerning alleged employment discrimination or other employment related matters pending or threatened before the U.S. Equal Employment Opportunity Commission or any Government Entity.

#### 4.16 Employee Benefit Plans.

4.16.(a) Disclosure. Schedule 4.16.(a) identifies each employee benefit plan, fund, program, contract, policy or arrangement covering or benefiting current or former employees of Seller or with respect to which Seller may have liability, including, but not limited to, all "employee benefit plans" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), and specifically including each retirement, pension (including multiemployer pension), profit sharing, stock bonus, savings, thrift, bonus, medical, health, hospitalization, welfare, life insurance, disability, accident insurance, group insurance, sick pay, holiday and vacation programs, executive or deferred compensation plans or contracts, stock purchase, stock option or stock appreciation rights plans or arrangements, employment and consulting contracts, and severance agreements or plans. The items described in the foregoing sentence are hereinafter referred to collectively as "Benefit Plans" and each individually as a "Benefit Plan." Seller has furnished Buyers with true, complete and accurate copies of the summary plan descriptions for all Benefit Plans in effect on the date hereof, and has made available to Buyers true, complete and accurate copies of all such Benefit Plans and the latest annual reports filed with respect to such Benefit Plans. No Benefit Plan is a "multi-employer plan" (within the meaning of Section 3(37) of ERISA).

4.16.(b) Compliance. Each Benefit Plan is in compliance with all applicable requirements of ERISA, the Code, and other applicable law. Each such Benefit Plan has been administered in all material respects in accordance with its terms and with applicable legal requirements and all payments due from any such Benefit Plan (or from Seller in respect of any such Benefit Plan) have been made. Seller has not engaged in a "prohibited transaction" or breach of fiduciary responsibility with respect to any Benefit Plan which could subject Buyers or any affiliate of Buyers to a penalty tax or other liability under ERISA or the Code.

4.16.(c) Multi-Employer Plans. Seller (i) does not contribute to, and has never contributed (or been obligated to contribute) to a multi-employer pension plan (within the meaning of Section 3(37) of ERISA) and (ii) does not maintain or contribute to, and has never maintained or contributed to, a plan that was subject to Title IV of ERISA. Seller is not, and never has been, a member of a controlled group of corporations or a group of trades or businesses under common control or an affiliated service group (within the meaning of Code Sections 414(b), (c) or (m)).

4.16.(d) Post-Retirement Benefits. Neither Seller nor any Benefit Plan provide or have any obligation to provide (or contribute the cost of) post-retirement welfare benefits with respect to current employees of Seller, including without limitation, post-retirement medical, dental, life insurance, severance or any other similar benefit, whether provided on an insured or self-insured basis other than as required by Part 6 of ERISA.

4.16.(e) COBRA and HIPPA. Seller has complied in all material respects with the continuation coverage requirements of Parts 6 and 7 of Title I of ERISA, and the requirements of any similar state law regarding continued insurance coverage, and Seller has incurred no liability with respect to its failure to offer or provide continued coverage in accordance with the foregoing requirements, nor is there any suit or action pending or threatened with respect to such requirements.

4.17 Trade Rights. Schedule 4.17 lists all Trade Rights of the types described in clauses (i), (ii), (iii) or (iv) of Section 1.1.(e) in which Seller now has any interest; specifies whether such Trade Rights are owned, controlled, used or held (under license or otherwise) by Seller and indicates whether such Trade Rights are registered. To the best of Seller's knowledge, no service provided by the Station or any programming or other material used, broadcast or disseminated by the Station infringes upon any copyright, patent or trademark of any other party. All Trade Rights shown as registered in Schedule 4.17 have been properly registered, all pending registrations and applications have been properly made and filed and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. To Seller's knowledge, in order to conduct the Station's business, as such are currently being conducted or proposed to be conducted, Seller does not require any Trade Rights that it does not already have. Seller is not infringing and has not infringed upon any Trade Rights of another in the operation of the Station's business, nor to Seller's knowledge is any other person infringing the Trade Rights of Seller. Seller has not granted any license or made any assignment of any Trade Right listed on Schedule 4.17, and no other person has any right to use any Trade Right owned or held by Seller. Seller does not pay any royalties or other consideration for the right to use any Trade Rights of others not reported in the Financial Statements. There is no Litigation pending or, to Seller's knowledge, threatened to challenge Seller's right to use and right to preclude others from using any Trade Rights. All Trade Rights of Seller are valid, enforceable and in good standing and, to Seller's knowledge, there are no equitable defenses to enforcement based on any act or omission of Seller.

4.18 Affiliates' Relationships to Seller.

4.18.(a) Contracts With Affiliates. All leases, contracts, agreements or other arrangements between Seller, the Shareholder, Aries or GBBL or any participant therein are described on Schedule 4.18.(a).

4.18.(b) No Adverse Interests. No affiliate has any direct or indirect interest in (i) any entity which does business with Seller or is competitive with the Station's business, or (ii) any property, asset or right which is used by Seller in the conduct of its businesses.

4.19 Unfair Competition. Seller has not received any claims that it has traversed or violated the trademarks of any third person or engaged in unfair competition in the context of its business as currently conducted that would adversely affect the ability of Buyers to operate the Station. Seller is not aware of any violation of its own trademarks or service marks or actions of unfair competition against Seller by any third person in the context of its business as currently conducted that would adversely affect the ability of Buyers to operate the Station. Seller is not aware of any claim that Seller has libeled, slandered or invaded the right of privacy of any other person in the context of its business as currently conducted that would adversely affect the ability of Buyers to operate the Station.

4.20 Assets Necessary to Business. The Purchased Assets (whether owned or leased) include all property and assets (except for the Excluded Assets), tangible and intangible, and all leases, licenses and other agreements, which are necessary to permit Buyers to carry on, or are currently used or held for use in, the business of the Station as presently conducted.

4.21 No Brokers or Finders. Neither Seller nor the Shareholder has retained, employed or used any broker or finder in connection with the transactions provided for herein or in connection with the negotiation thereof.

4.22 Cable Systems and DBS.

4.22.(a) Cable Systems. Schedule 4.22.(a) contains a complete and accurate list of (i) all cable television systems carrying the signals of the Station; (ii) all cable systems within the markets of the Station (as defined in the FCC regulations) ("Market Cable Systems") on which the Station made a must-carry election for the current must-carry election period (by default or otherwise) and on which the Station is not currently carried; (iii) all Market Cable Systems to which the Station has not provided a must-carry election; (iv) all retransmission consent agreements and/or copyright indemnification agreements, if any, entered into on behalf of the Station; (v) all retransmission consent elections made by the Station; and (vi) all Market Cable Systems, if any, which are carrying the signal of the Station and which have notified Seller or the Station of such cable system's intention to delete the Station from carriage or to change the Station's channel position on such cable system, other than pursuant to any agreement described in (iv) above.

Seller has not received any notice from any Market Cable System alleging that the Station does not deliver an adequate quality signal, as defined in the FCC regulations, to such cable system's principal headend (other than any such notice as to which such failure has been remedied or been determined not to exist). There are no pending petitions for special relief to modify the area in which the Station is entitled to demand must-carriage pursuant to the FCC regulations.

4.22.(b) DBS. No DBS carrier has notified Seller of intent to provide "local-into-local" service in the Green Bay, Wisconsin DMA.

4.23 Disclosure. No representation or warranty by Seller and the Shareholder in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, Disclosure Schedule or document delivered by or on behalf of Seller shall be deemed representations and warranties by Seller and the Shareholder.

## 5. REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyers make the following representations and warranties to Seller, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Seller or any notice to Seller, and shall survive the Closing of the transactions provided for herein.

## 5.1 Corporate.

5.1.(a) Organization. JBG is a corporation duly organized and validly existing under the laws of the State of Wisconsin. JBC is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

5.1.(b) Corporate Power. Buyers have all requisite corporate power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyers pursuant hereto and to carry out the transactions or to perform fully their obligations contemplated herein.

5.2 Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyers pursuant hereto and the consummation of the transactions contemplated herein will be authorized by the Board of Directors of each Buyer prior to the Closing Date. Upon such authorization, no other corporate act or proceeding on the part of Buyers or their shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyers pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyers pursuant hereto will constitute, valid and binding agreements of Buyers, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

5.3 Brokers or Finders. Neither JBG nor JBC is currently obligated to any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof. Buyers previously retained Broadcast Asset Management Corporation as a representative in connection with prior investigations of the Station.

5.4 Qualification as a Broadcast Licensee. Buyers are familiar with the Communications Act and the existing rules, regulations and policies of the FCC. At the time of Closing, Buyers shall, to Buyers' knowledge, be qualified under the Communications Act and the then existing rules, regulations and policies of the FCC, Buyers to be the owner and operator of the Station.

5.5 Litigation. There are no suits, legal proceedings or investigations of any nature pending or, to Buyers' knowledge, threatened against or affecting it that would affect Buyers' ability to carry out the transactions contemplated by this Agreement.

5.6 Approvals and Consents. The only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by Buyers in connection with the consummation of the transactions contemplated by this Agreement are those which are contemplated by Section 7.2 hereof (FCC Authorization).

5.7 Financing. Buyers have arranged for the funds necessary to complete the purchase contemplated hereby, and Buyers' obtaining funding is not a condition to Buyers' obligations hereunder.

5.8 Disclosure. No representation or warranty by Buyers in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyers pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

## 6. EMPLOYEES - EMPLOYEE BENEFITS

6.1 Employees. After the date hereof, Seller shall employ and retain employees as required by the LMA Agreements. Except as authorized by Seller upon written request of JBG, JBG will not offer employment to any of Seller's employees prior to or following the Closing Date.

6.2 Retained Responsibilities. Seller agrees to satisfy, or cause its insurance carriers to satisfy, all claims for benefits, whether insured or otherwise (including, but not limited to, workers' compensation, life insurance, medical and disability programs), under Seller's employee benefit programs brought by, or in respect of, the employees and former employees of Seller, which claims arise out of events occurring on or prior to the Closing Date, in accordance with the terms and conditions of such programs or applicable workers' compensation statutes. Seller shall take such action as may be necessary, including amendment of one or more Benefit Plan, so that all Affected Employees are fully vested in any Benefit Plan that is an employee pension benefit plan (within the meaning of Section 3(2) of ERISA, without regard to whether the Affected Employee has completed the period of service otherwise required for vesting under such Benefit Plan.

6.3 Payroll Tax. Seller agrees to make a clean cut-off of payroll and payroll tax reporting with respect to its employees, paying over to the federal, state and city governments those amounts respectively withheld or required to be withheld for periods ending on or prior to the Closing Date. Seller also agrees to issue, by the date prescribed by IRS Regulations, Forms W-2 for wages paid prior to the Closing Date.

6.4 Termination Benefits. If any action on the part of Seller prior to the Closing, or if the sale to JBG of the business and assets of Seller pursuant to this Agreement or the transactions contemplated hereby, or if the failure by JBG to hire as a full-time employee of JBG any employee of Seller, shall directly or indirectly result in any Liability for severance payments or termination benefits such Liability shall be the sole responsibility of Seller, and Seller shall indemnify and hold harmless JBG against such Liability.

6.5 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any of Seller's employees, former employees, collective bargaining representatives, job applicants, any association or group of such persons any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, including, without limitation, any rights of employment.



## 7. OTHER MATTERS

### 7.1 Confidentiality.

7.1.(a) Covenant of Confidentiality. Seller shall not at any time subsequent to the Closing, except as explicitly requested by Buyers, (i) use for any purpose, (ii) disclose to any person, or (iii) keep or make copies of documents, tapes, discs or programs containing, any confidential information concerning the Station. For purposes hereof, "confidential information" shall mean and include, without limitation, all intellectual property rights in which Seller have an interest, all customer lists and customer information, and all other information concerning Seller's processes, apparatus, equipment, products, promotion, programming, marketing methods, not previously disclosed to the public directly by Seller.

7.1.(b) Equitable Relief for Violations. Seller agrees that the provisions and restrictions contained in this Section 7.1 are necessary to protect the legitimate continuing interests of Buyers in acquiring the business and goodwill of the business through the purchase of the Purchased Assets, and that any violation or breach of these provisions will result in irreparable injury to Buyers for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to Buyers for such violation or breach and regardless of any other provision contained in this Agreement, Buyers shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Section 7.1.

### 7.2 Application for FCC Consent.

7.2.(a) FCC Application. At the sole discretion of Buyers, they may during the term of this Agreement give written notice to Seller of their election to commence the FCC application process (an "FCC Application Notice"). Additionally, upon a change in law or upon the effectiveness of a local television ownership rule or amended rule promulgated by the FCC, which rule or amended rule shall have become a final order that is no longer subject to reconsideration or appeal, that would permit the common ownership of WGBA and WACY by Buyers (an "Ownership Rule Change"), either Buyers or Seller may notify the other of such Ownership Rule Change (such notice is referred to as a "Rule Change Notice"). If such Rule Change Notice is given prior to April 28, 2009 (the "Fifth Anniversary Date"), Buyers may elect by written notice to Seller within 15 days of the date of the Rule Change Notice to defer commencement of the FCC application process pursuant to this Section 7.2 to any date thereafter through and including the Fifth Anniversary Date selected by Buyer (the "Deferral Notice"). Within 20 days after the FCC Application Notice or Rule Change Notice, or if Buyers have given Seller a Deferral Notice following a Rule Change Notice, within 20 days following the first to occur of (i) Buyers' notice to Seller of its election to commence the FCC application process pursuant to this Section 7.2 or (ii) the Fifth Anniversary Date, Seller and Buyer jointly shall file an application or applications with the FCC, together with all required application fees, requesting the FCC's written consent to the assignment of the FCC Authorizations to JBC and to the consummation of the transactions contemplated by this Agreement (the "FCC Application"). Seller and Buyers shall diligently take all steps that are proper and necessary or desirable to expedite the preparation of such application and its prosecution to a favorable conclusion. In the event an FCC Application which requests a waiver of the FCC's ownership rules to permit common ownership of WGBA and WACY by Buyers has been designated for hearing by the FCC (in which case the parties shall request the dismissal by the FCC of such FCC Application)

or is denied by the FCC, upon an Ownership Rule Change and the giving of a Rule Change Notice, the parties shall again commence the FCC application process as provided in this Section 7.2.

7.2.(b) FCC Conditions. Each party agrees to comply with any condition imposed on it by the FCC, except that no party shall be required to comply with a condition that would have a material adverse effect. Buyers and Seller, each at their or its own respective expense, shall use their or its respective commercially reasonable efforts to oppose any efforts for reconsideration or judicial review of the grant by the FCC of the FCC Application or the Initial Order (but nothing in this Section shall limit any party's right to terminate this Agreement pursuant to Article 13 of this Agreement).

7.3 Core Channel. Seller shall, at its sole cost and expense, use its best efforts to prosecute its application to move its digital channel assignment from Channel 59 to Channel 27 or such other digital channel in the core spectrum that would provide coverage equivalent to the Station's current analog channel.

7.4 Notice of Proceedings. All parties to this Agreement will promptly notify the others in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

7.5 Shareholder Agreements. Following the closing of the transactions contemplated by the Aries Purchase Agreement (the "Aries Closing") and upon 30 days prior written notice to Buyers, the Shareholder may sell up to 50% of her shares of Seller to one or more of the current shareholders of Aries pursuant to the terms and conditions of the agreement dated February 6, 1992, as amended September 20, 1996, among the Shareholder and the shareholders of Aries, subject to requisite action of the FCC granting the FCC application for such transfer and approving such transaction that has become a Final Order without conditions adverse to Buyers with respect to the transactions contemplated by this Agreement.

7.6 Restrictions on Buyers. Subject to the LMA Agreements, nothing contained in this Agreement shall give Buyers any right to control the programming, operations or any other matter relating to the Station prior to the Closing Date, and Seller shall have complete control of the programming, operations and all other matters relating to the Station up to the Closing Date.

## 8. FURTHER COVENANTS OF SELLERS

8.1 Access to Information and Records. During the period prior to the Closing, with at least 48 hours prior notice to Seller, Seller shall give Buyers, their counsel, accountants and other representatives (i) access during normal business hours to all of the properties, books, records, contracts and documents of Seller for the purpose of such inspection, investigation and testing as Buyers deem appropriate (and Seller shall furnish or cause to be furnished to Buyers and their representatives all information with respect to the business and affairs of Seller as

Buyers may request); (ii) access to agents and representatives for the purposes of such meetings and communications as Buyers reasonably desire; and (iii) with the prior consent of Seller in each instance (which consent shall not be unreasonably withheld), access to employees, vendors, customers, and others having business dealings with Seller.

8.2 Conduct of Business Pending the Closing. From the date hereof until the Closing, except as otherwise provided in the LMA Agreements or as otherwise approved in writing by the Buyers:

8.2.(a) No Changes. Seller will carry on its business diligently and in substantially the same manner as heretofore and will not make or institute any material changes in its methods of purchase, sale, management, accounting or operation. Seller shall operate the Station in accordance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC rules and regulations. Seller shall timely pay all FCC regulatory user fees due and payable prior to Closing. Seller shall timely file and diligently prosecute all necessary applications for renewal of the FCC Authorizations.

8.2.(b) Maintain Organization. Seller will take such action as may be reasonably necessary to maintain and preserve the business organization of the Station, to keep available to Buyers the present employees and agents and to preserve for Buyers its present relationships with suppliers and customers and others having business relationships with Seller.

8.2.(c) No Breach. Seller will not do or omit any act, or permit any omission or act, which may cause a breach of any material contract, commitment or obligation, or any breach of any representation, warranty, covenant or agreement made by Seller herein, or which would have required disclosure on Schedule 4.8 had it occurred after the date of the Recent Balance Sheet and prior to the date of this Agreement.

8.2.(d) No Material Contracts. No other Contract will be entered into, renewed or amended by or on behalf of Seller in connection with the operation of the business, including without limitation, any amendment, modification or replacement of the UPN Affiliation Agreement, except contracts or commitments which are in the ordinary course of business and consistent with past practice, are not material to Seller (individually or in the aggregate) and would not have been required to be disclosed in the Disclosure Schedule had they been in existence on the date of this Agreement. No Barter Agreements shall be entered into, renewed or amended by or on behalf of Seller.

8.2.(e) No Asset Sales. No sale, lease, transfer or agreement to sell, lease or transfer of Purchased Assets shall be made by Seller except for incidental sales or leases, in the ordinary course of business or of Purchased Assets which are no longer useful in the operation of the Station or are being replaced by Purchased Assets of comparable or superior kind, condition and value.

8.2.(f) Maintenance of Insurance. Seller shall maintain all of the insurance in effect as of the date hereof, shall procure such additional insurance as shall be reasonably requested by Buyers at Buyers' expense and shall have JBG named as additional insured on all policies within 30 days of the date hereof.

8.2.(g) Maintenance of Property. Seller shall use, operate, maintain and repair all Purchased Assets in a normal business manner.

8.2.(h) Construction Permits. Seller shall not apply to the FCC for any construction permit that would restrict the Station's present operations, or make any changes in the Station's buildings, leasehold improvement or fixtures except in the ordinary course of business.

8.2.(i) No Negotiations. Seller will not directly or indirectly (through a representative or otherwise) solicit or furnish any information to any prospective buyer, commence, or conduct presently ongoing, negotiations with any other party or enter into any agreement with any other party concerning the sale of the Station, Purchased Assets or businesses or any part thereof or the stock of Seller (an "Acquisition Proposal"), and Seller shall immediately advise Buyers of the receipt of any Acquisition Proposal.

8.3 Consents. Seller will use its best efforts prior to Closing to obtain consents to assignment to, or assumption by, JBG of the UPN Affiliation Agreement and of the Assumed Contracts designated as "Material Assumed Contracts" on Schedules 1.1.(c) and 1.1.(d) ("Material Assumed Contracts"), included in the Purchased Assets that require the consent of any third party and to obtain consent to assignment to JBG of all licenses (including computer software licenses) and all other consents necessary for the consummation of the transactions contemplated hereby; provided, however, that the parties' obligations with respect to obtaining the FCC Consent shall be governed by Section 7.2; and provided further that Seller shall not be required to expend money or incur obligations in excess of \$25,000 in the aggregate in connection with its best efforts to obtain consents to the assignment of the UPN Affiliation Agreement and Material Assumed Contracts. To the extent that any such license or Assumed Contract for which assignment to JBG is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. In the event Seller has failed to obtain the consent of the contracting party to the assignment of any license or Assumed Contract, Seller agrees to use its commercially reasonable best efforts following Closing to obtain the consent of such other party to the assignment of any such license or Assumed Contract to JBG under the relevant license or Assumed Contract, including enforcement at the cost and for the account of JBG of any and all rights of Seller against the other party or otherwise. If and to the extent that such arrangement cannot be made, JBG, upon notice to Seller, shall have no obligation pursuant to Section 2.1 or otherwise with respect to any such license or Assumed Contract and any such license or Assumed Contract shall not be deemed to modify or affect the Seller's representations and warranties under Section 4.14 or the condition to JBG's obligations hereunder under Section 9.5 for Material Assumed Contracts.

8.4 Other Action. At the earliest practicable date following the date hereof, Seller shall file for a modification of its Antenna Structure Registration with the FCC and take such other action as is necessary to correct the inaccuracy in the FCC records described on Schedule 4.6.(b) and Seller shall complete the replacement of the transmission line and other work described in Schedule 4.8. Subject to the provisions of Section 7.2.(a), Seller and Buyers shall use their commercially reasonable best efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the parties' obligations to consummate the transactions contemplated in this Agreement.

8.5 Disclosure. Seller shall have a continuing obligation to promptly notify Buyers in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be set forth or described in the Disclosure Schedule, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate.

## 9. CONDITIONS PRECEDENT TO BUYERS' OBLIGATIONS

Each and every obligation of Buyers to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

9.1 Representations and Warranties True on the Closing Date. Each of the representations and warranties made by Seller in this Agreement, and the statements contained in the Disclosure Schedule or in any instrument, list, certificate or writing prepared and delivered by Seller, or on behalf of Seller at the request or direction of Seller, pursuant to this Agreement, shall be true and correct in all material respects when made and the representations and warranties made by Seller in Sections 4.1 through and including 4.3, 4.5 through and including 4.7, 4.9, 4.10, 4.12(a), 4.14, 4.16, 4.17 4.18, 4.21, and 4.23 (the "Continuing Representations") shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to in writing by Buyers.

9.2 Compliance With Agreement. Seller shall have in all material respects performed and complied with all of its agreements and obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, including the delivery of the closing documents specified in 12.1.

9.3 Absence of Litigation. No Litigation shall have been commenced or threatened, and no investigation by any Government Entity shall have been commenced, against Buyers (with respect to Buyers as to (i) only), Seller, or any of the affiliates, officers or directors of any of them (with respect to Buyers' affiliates, officers and directors, as to (i) only), (i) seeking to enjoin or terminate the transactions contemplated hereby, which litigation or investigation in the reasonable and good faith written opinion of Buyers' counsel has a reasonable possibility of success (which shall be addressed and delivered to Seller), or (ii) pursuant to which, in the reasonable and good faith written opinion of Buyers' counsel (which shall be addressed and delivered to Seller), there is a reasonable possibility of Seller, Buyers or the Purchased Assets incurring or becoming subject to a liability or damages exceeding \$1,000,000.

9.4 FCC Authorization. All FCC licenses, approvals, renewals and authorizations contemplated by this Agreement shall have been granted, and unless waived by Buyers, such grants shall have become a Final Order, without any conditions materially adverse to Buyers, and on terms no more onerous to Buyers than are the terms to Seller under the existing FCC Authorizations.

9.5 UPN Affiliation Contract Consent and Effectiveness; Required Consents and Approvals. All approvals, consents and waivers that are required to effect the transactions contemplated hereby shall have been received, including, without limitation, the following:

9.5.(a) UPN Affiliation Agreement. The consent of the UPN to the assignment of the UPN Affiliation Contract to JBG (or any other network affiliation agreement entered into by Seller with the prior written consent of Buyers) shall have been received without any conditions adverse to JBG and on terms no more onerous to JBG than are the terms to Seller under such Agreement, and the UPN Affiliation Agreement (or such other network affiliation agreement) shall be in full force and effect.

9.5.(b) Material Assumed Contracts. All consents to the assignment to JBG to the Material Assumed Contracts.

9.6 Liens Released. All Security Interests pertaining to the Purchased Assets shall be released of record and there shall be no liens in respect of the Purchased Assets, except those which will arise as a result of Buyers' actions in the consummation of the Closing.

9.7 Closing of Aries Transaction. The transactions contemplated by the Aries Purchase Agreement shall have closed.

## 10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

10.1 Representations and Warranties True on the Closing Date. Each of the representations and warranties made by Buyers in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

10.2 Compliance With Agreement. Buyers shall have in all material respects performed and complied with all of Buyers' agreements and obligations under this Agreement which are to be performed or complied with by Buyers prior to or on the Closing Date, including the delivery of the closing documents specified in Section 12.1.

10.3 Absence of Litigation. No Litigation shall have been commenced or threatened, and no investigation by any Government Entity shall have been commenced, against Buyers, Seller or any of the affiliates, officers or directors of any of them, seeking to enjoin or terminate the transactions contemplated hereby, which litigation in the opinion of Seller's counsel has a reasonable possibility of success.

10.4 FCC Authorization. All FCC licenses, approvals, renewals and authorizations contemplated by this Agreement shall have been granted by initial orders of the FCC.

10.5 Closing of the Aries Transaction. The transactions contemplated by the Aries Purchase Agreement shall have closed.

## 11. INDEMNIFICATION

11.1 By Seller and Shareholder. Subject to the terms and conditions of this Article 11, Seller and Shareholder, jointly and severally, hereby agree to indemnify, defend and hold

harmless Buyers, and their directors, officers, employees and controlled and controlling persons (hereinafter "Buyers' Affiliates"), from and against all Claims asserted against, resulting to, imposed upon, or incurred by Buyers, Buyers' Affiliates or the businesses and assets transferred to Buyers pursuant to this Agreement, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any of the Continuing Representations (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Seller contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) any Claim of or against Seller, the Purchased Assets, the Station not specifically assumed by Buyers pursuant hereto. As used in this Article 11, the term "Claim" shall include (i) all Liabilities; (ii) all losses, damages (not including consequential damages), judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses); and (iii) all demands, claims, suits, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

11.2 By Buyers. Subject to the terms and conditions of this Article 11, Buyers, jointly and severally, hereby agree to indemnify, defend and hold harmless Seller and its directors, officers, employees, trustees and controlling persons, from and against all Claims asserted against, resulting to, imposed upon or incurred by any such person, directly or indirectly, by reason of or resulting from (a) the inaccuracy or breach of any representation or warranty of Buyers contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Buyers contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) all Claims of Seller relating to or arising out of this Agreement.

11.3 Indemnification of Third-Party Claims. The obligations and liabilities of any party to indemnify any other under this Article 11 with respect to Claims relating to third parties shall be subject to the following terms and conditions:

11.3.(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim and specific information concerning said Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Article 11, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

11.3.(b) Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise,

settlement or consent to judgment, provided that the same is performed or obtained reasonably and in good faith.

11.3.(c) Indemnified Party's Rights. Anything in this Article 11 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim (provided that the Indemnified Party shall pay its own costs and expenses incurred by it in connection with such defense, compromise or settlement), and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

11.4 Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 11. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party to the extent such Claim is subject to indemnification hereunder and, to the extent not waived in settlement, against the third party who made such third party Claim.

11.5 Limitations on Indemnification. Except for any fraudulent breach or misrepresentation, as to which claims may be brought without limitation as to time or amount (but subject to applicable statutes of limitations):

11.5.(a) Time Limitation. No claim or action shall be brought under this Article 11 for breach of a representation or warranty after a date 24 months after the Closing Date. Regardless of the foregoing, however, or any other provision of this Agreement:

(i) Any claim specifically and expressly made in writing by a party hereunder for breach of a representation or warranty prior to the termination of the survival period for such claim shall be preserved despite the subsequent termination of such survival period.

(ii) There shall be no time limitation on claims on actions brought for breach of any representation or warranty made in or pursuant to Sections 4.1, 4.2, 4.12.(a) and 4.21, and Seller hereby waives all applicable statutory limitation periods with respect thereto.

(iii) If any act, omission, disclosure or failure to disclosure shall form the basis for a claim for breach of more than one representation or warranty, and such claims have different periods of survival hereunder, the termination of the survival period of one claim



shall not affect a party's right to make a claim based on the breach of representation or warranty still surviving.

11.5.(b) Amount Limitation. Except with respect to claims for breaches of representations or warranties contained in Section 4.21, Buyers shall not be entitled to indemnification under this Article 11 for breach of a representation or warranty unless the aggregate of the Seller's indemnification obligations to the Buyers pursuant to this Article 11 (but for this Section 11.5.(b)) exceeds \$50,000 but in such event, the Buyers shall be entitled to indemnification only to the extent such indemnification obligations exceed \$50,000 for all breaches of representations and/or warranties.

11.6 No Waiver. The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be "material."

## 12. CLOSING

The Closing shall take place on a business day designated by Buyers by five days written notice to Seller, which date shall be no later than a date seven days following the date the FCC's Order approving the transaction herein contemplated becomes a Final Order or, if the condition that the Order becoming a Final Order has been waived by Buyers pursuant to Section 9.4, any date selected by Buyer in such written notice after the date of the Order (the "Closing Date"). If Buyers fail to so designate, the Closing shall be held on the seventh day or, if a weekend or holiday, the next business day. The Closing shall take place at a location within the state of Wisconsin designated by Buyers in its written notice to Seller of the Closing Date, or such other place as mutually agreed to by the parties. For purposes of this Agreement, the "Final Order" shall mean an action by the FCC granting the FCC Application and approving this transaction (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari in any court of competent jurisdiction or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

12.1 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyers the following documents, in each case duly executed or otherwise in proper form:

12.1.(a) Bills of Sale. Bills of sale and such other instruments of assignment, transfer, conveyance and endorsement as will be sufficient in the opinion of Buyers and its counsel to transfer, assign, convey and deliver to Buyers the Purchased Assets as contemplated hereby.

12.1.(b) Compliance Certificate. A certificate signed by each of the president of Seller and the Shareholder that each of the Continuing Representations made by Seller and Shareholder in this Agreement is true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given

on and as of the Closing Date (except for any changes permitted by the terms of this Agreement or consented to in writing by Buyers), and that Seller has performed and complied with all of Seller's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

12.1.(c) Opinion of Seller's Counsel. A written opinion of Wanazek, Umentum & Jaekels, S.C., counsel to Seller, dated as of the Closing Date, addressed to Buyers, in form and content mutually agreed to by Buyers' and Seller's counsel.

12.1.(d) Opinion of FCC Counsel. A written opinion of Shaw Pittman LLP, FCC counsel to Seller, dated as of the Closing Date, addressed to Buyers, in form and content reasonably acceptable to Buyers' counsel.

12.1.(e) Certified Resolutions. A certified copy of the resolutions of the board of directors of Seller authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

12.1.(f) Articles of Incorporation. Copies of the Articles of Incorporation of Seller certified by the Wisconsin Department of Financial Institutions and copies of the By-laws of Seller certified by the secretary of Seller.

12.1.(g) Incumbency Certificate. Incumbency certificates relating to each person executing any document executed and delivered to Buyers pursuant to the terms hereof.

12.1.(h) FCC Consent. The consent of the FCC referred to in Section 7.2 and evidence of compliance by Seller of its obligations thereunder.

12.1.(i) Security Releases. Releases of liens and/or financing statements in the form necessary to terminate any liens against, or security interest in, any of the Purchased Assets.

12.1.(j) Other Documents. All other documents, instruments or writings required to be delivered to Buyers at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Buyers may reasonably request.

12.2 Documents to be Delivered by Buyers. At the Closing, Buyers shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

12.2.(a) Purchase Price. A wire transfer as required by Section 3.2 hereof.

12.2.(b) Assumption of Liabilities. Such undertakings and instruments of assumption as will be reasonably sufficient in the opinion of Seller and their counsel to evidence the assumption of Assumed Liabilities as provided for in Article 2.

12.2.(c) Compliance Certificate. A certificate signed by the vice-chairman of JBG and a vice-president of JBC that the representations and warranties made by Buyers in this Agreement are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date (except for any changes permitted by the terms of this Agreement or consented to in writing by

Seller), and that Buyers have performed and complied with all of Buyers' obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

12.2.(d) Opinion of Buyers' Counsel. A written opinion of Foley & Lardner LLP, counsel to Buyers, dated as of the Closing Date, addressed to Seller, in form and content mutually agreed to by Buyers' and Seller's counsel.

12.2.(e) Certified Resolutions. Certified copies of the resolutions of the Board of Directors of each of the Buyers authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

12.2.(f) Incumbency Certificate. Incumbency certificates relating to each person executing any document executed and delivered to Seller by Buyers pursuant to the terms hereof.

12.2.(g) Other Documents. All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Seller may reasonably request.

### 13. TERMINATION

13.1 Termination of Agreement. Except as otherwise provided in this Section 13.1, this Agreement and the LMA Agreements may be terminated at any time on or prior to the Closing Date: (a) by the mutual consent of Seller and Buyers; (b) by either Seller or Buyers if the FCC has denied the approvals contemplated by this Agreement in an order which has become Final or has designated a hearing on the FCC Application, unless such FCC Application included a request for a waiver of the FCC's ownership rules to permit common ownership of WGBA and WACY by Buyers (in which case this Agreement shall remain in full force and effect); (c) by Buyers as provided in Section 13.3; (d) by Buyers if the conditions to Closing set forth in Article 9 have not been satisfied at the time of Closing; (e) by Seller if the conditions to Closing set forth in Article 10 have not been satisfied at the time of Closing; (f) by Buyers within 180 days of the date hereof if any of the representations and warranties made by Seller in Sections 4.4, 4.8, 4.11, 4.12.(b), 4.12.(c), 4.12.(d), 4.13, 4.15, 4.19, 4.20 and 4.22 shall not be true and correct in all material respects, (g) by either Seller or Buyers if the Aries Purchase Agreement has terminated prior to the closing of the transactions contemplated by such agreement, provided that the party so terminating this Agreement shall not have caused the termination of the Aries Purchase Agreement by reason of a default or a failure to satisfy a condition to the obligations of the other party, or (h) by either Seller or Buyers if the Closing has not taken place prior to the current expiration date of the term of the Affiliation Agreement (without consideration of any early termination thereof by either Buyers or Seller for any or no reason). A termination pursuant to this Section 13.1 shall not relieve any party of any liability it otherwise has for a breach of this Agreement. As a condition to any termination by Buyers hereunder, all information and materials relating to the Station and to which Buyers obtained access during the negotiations leading to, or following, execution of this agreement, and any other writings containing excerpts of such materials or information, and any or all copies thereof, shall be delivered to Seller.

13.2 Liabilities on Termination or Breach. Seller acknowledges that the Station is of a special, unique and extraordinary character and that damages are inadequate to compensate any

breach of this Agreement. Accordingly, in the event of a material breach by Seller of its representations, warranties, covenants and agreements under this Agreement, Buyers may sue at law for damages or, at their sole election in addition to any other remedy available to Buyers, and subject to obtaining any requisite approval of the FCC, Buyers may seek a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, and the Seller agrees to waive any defense that an adequate remedy at law exists.

13.3 Risk of Loss. The risk of loss, damage or destruction to any of the Purchased Assets to be transferred to Buyers hereunder from fire or other casualty or cause shall be borne by Seller at all times up to the time of the Closing, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Purchased Assets to be transferred hereunder from fire, casualty or other causes prior to the close of business on the day before the Closing Date, in an amount exceeding \$1,000, Seller shall notify Buyers of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage. In the event that the property is not completely repaired, replaced or restored on or before the Closing Date, or it is not reasonably anticipated to be repaired, replaced or restored within five days after Closing, the Buyers at their sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyers and, if necessary, Seller shall join Buyers in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs; (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyers all proceeds of insurance and assign to Buyers the right to any unpaid proceeds; or (c) terminate this Agreement.

#### 14. MISCELLANEOUS

14.1 Disclosure Schedule. Information set forth in the Disclosure Schedule shall not be deemed to have been disclosed with respect to any other article or section of this Agreement. The Disclosure Schedule shall not vary, change or alter the language of the representations and warranties contained in this Agreement and, to the extent the language in the Disclosure Schedule does not conform in every respect to the language of such representations and warranties, such language shall be disregarded and be of no force or effect.

14.2 Further Assurance. From time to time, at Buyers' request and without further consideration, Seller will execute and deliver to Buyers such documents and take such other action as Buyers may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Buyers' good, valid and marketable title to the business and assets being transferred hereunder.

#### 14.3 Public Announcements.

14.3.(a) Disclosures and Announcements. Both the timing and the content of all disclosure to third parties and public announcements concerning the transactions provided for in this Agreement by any of Seller or Buyers shall be subject to the approval of the other in all essential respects, except that the approval of Seller shall not be required as to any statements and other information which Buyers may submit to the Securities and Exchange Commission, or Buyers' stockholders or be required to make pursuant to any rule or regulation of the Securities and Exchange Commission.

14.3.(b) FCC Public Notices. Notwithstanding the foregoing, the parties acknowledge that the rules and regulations of the FCC require that public notice of the transactions contemplated by this Agreement be made after the FCC Application has been filed with the FCC. The form and substance of such public notice, to the extent not dictated by the Communications Laws shall be mutually agreed upon by Seller and Buyers.

#### 14.4 Assignment; Parties in Interest.

14.4.(a) Assignment. Except as expressly provided herein, the rights and obligations of Seller may not be assigned, transferred or encumbered without the prior written consent of the other parties. Buyers may, without consent of any other party, cause one or more affiliates of Buyers to carry out all or part of the transactions contemplated hereby; provided, however, that Buyers shall, nevertheless, remain liable for all of its obligations, and those of any such affiliate, to Seller hereunder. The rights and obligations of Buyers may also be assigned to a qualified purchaser under FCC rules without the foregoing consent of any other party.

14.4.(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

14.5 Law Governing Agreement. This Agreement may not be modified or terminated orally, and shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

14.6 Amendment Obligation to Renegotiate. Buyers and Seller may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing. In the event of any order or decree of an administrative agency or court of competent jurisdiction or any other action or determination by any Government Entity, including without limitation any material change in or clarification of FCC rules, policies, or precedent, that would cause this Agreement to be invalid, in whole or in part, or violate any applicable law, or if the staff of any Government Entity has advised the parties, orally or in writing, that the review of any request by the parties for authority for the transactions contemplated hereby will be inordinately delayed or will likely be determined adversely to the parties, the parties will use their respective reasonable efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order, decree, action or determination and/or remove any controversy identified by such Government Entity without material economic detriment to either party, and to

effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. This Agreement, as so modified, shall then continue in full force and effect.

14.7 Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Buyers, to:

Journal Broadcast Group, Inc.  
333 West State Street  
Milwaukee, WI 53203  
Attention: Douglas G. Kiel  
Facsimile: (414) 224-2469

with a copy to:

Jeffrey J. Jones, Esq.  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Facsimile: (414) 297-4900

or to such other person or address as Buyers shall furnish to Seller in writing.

(b) If to Seller, to:

Ace TV Inc.  
c/o Toothman, Rice & Company  
Route 20 North  
Buckhannon, WV 26201  
Facsimile: (304) 472-5577

with a copy to:

Jeffrey F. Jaekels, Esq.  
Wanezek, Umentum & Jaekels, S.C.  
417 South Adams Street  
Green Bay, WI 54301  
Facsimile: (920) 437-8101

or to such other person or address as Seller shall furnish to Buyers in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

14.8 Expenses. Regardless of whether or not the transactions contemplated hereby are consummated:

14.8.(a) Expenses to be Paid by Seller. Seller shall pay, and shall indemnify, defend and hold Buyers harmless from and against, each of the following:

(i) Certain Taxes. Any taxes applicable to, imposed upon or arising out of the transactions provided for in this Agreement, including all transfer and sales taxes and any interest or penalties related thereto.

(ii) Professional Fees. All fees and expenses of Seller's legal, accounting, investment banking and other professional counsel in connection with the transactions contemplated hereby.

14.8.(b) FCC Application Fee. The application fee for the FCC Application shall be paid by 50% by Buyers and 50% by Seller.

14.8.(c) Other. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

14.8.(d) Costs of Litigation or Arbitration. The parties agree that the prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party or parties all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.

14.9 Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

14.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.11 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

14.12 Preservation of Records. Buyers covenant that they will preserve and make available (including the right to inspect and copy) to Seller, their attorneys and accountants, for a reasonable period of time from and after the Closing Date and during normal business hours, such of the books, records, files, correspondence, memoranda and other documents transferred pursuant to this Agreement as Seller may reasonably require in connection with any legitimate purpose, including, but not limited to, the preparation of tax reports and returns and the preparation of financial statements.

14.13 Jointly Drafted. This Agreement has been jointly drafted by the respective representatives of Seller and Buyers and no party shall be considered as being responsible for such drafts for the purposes of applying any rule construing ambiguities against the drafter or otherwise.

14.14 Glossary of Terms. The following sets forth the location of definitions of capitalized terms defined in the body of this Agreement:

"Acquisition Proposal" - Section 8.2.(i)  
"Affiliation Agreement" - Recital C  
"Affiliation Termination Payment" - Recital I  
"Amended Affiliation Agreement" - Recital H  
"Annual Affiliation Fee" - Recital I  
"Aries" - Recital C  
"Aries Closing" - Section 7.5  
"Aries Purchase Agreement" - Recital H  
"Assumed Contracts" - Section 1.1.(g)  
"Assumed Liabilities" - Section 2.1  
"Benefit Plan" - Section 4.16  
"Buyer" - Preamble  
"Buyers' Affiliates" - Section 11.1  
"Claim" - Section 11.1  
"Claims" - Section 1.1.(j)  
"Closing" - Recitals  
"Closing Date" - Section 12  
"Code" - Section 3.4  
"Communications Act" - Section 4.6  
"Communications Laws" - Section 4.6.(a)  
"Contracts" - Section 1.1.(d)  
"Deferral Notice" - Section 7.2.(a)  
"Environmental Laws" - Section 4.11.(c)(i)  
"ERISA" - Section 4.16  
"Excluded Assets" - Section 1.2  
"Facilities Lease Agreement" - Recital H  
"FCC" - Recital A  
"FCC Application" - Section 7.2.(a)  
"FCC Application Notice" - Section 7.2.(a)  
"FCC Authorizations" - Recital A  
"Fifth Anniversary Date" - Section 7.2.(a)  
"Final Order" - Section 12



"Financial Statements" - Section 4.4  
"Government Entities" - Section 2.2.(j)  
"GBBL" - Recital D  
"Hazardous Substances" - Section 4.11.(c)(i)  
"IRS" - Section 3.4  
"Independent Accountants" - Section 4.4  
"Indemnified Party" - Section 11.3.(a)  
"Indemnifying Party" - Section 11.3.(a)  
"JBC" - Preamble  
"JBG" - Preamble  
"Laws" - Section 2.2.(j)  
"Liability" - Section 2.1  
"Liens" - Section 4.12.(a)  
"Litigation" - Section 2.2.(d)  
"LMA Agreements" - Recital H  
"Market Cable Systems" - Section 4.23.(a)  
"Monitoring Agreement" - Recital C  
"Office Sublease" - Recital D  
"Orders" - Section 2.2.(j)  
"Ownership Rule Change" - Section 7.2.(a)  
"PCBs" - Section 4.11.(c)(iii)  
"Permits" - Section 4.11.(b)  
"Permitted Real Property Liens" - Section 4.12.(a)  
"Personal Property Leases" - Section 1.1.(c)  
"Program Log Agreement" - Recital C  
"Programming Agreements" - Section 1.1(d)(iv)  
"Purchase Price" - Section 3.1  
"Purchased Assets" - Section 1.1  
"Leased Premises" - Section 4.11.(c)(i)  
"Receivables" - Section 1.2.(b)  
"Recent Balance Sheet" - Section 4.4  
"Recent Financial Statements" - Section 4.4  
"Remaining Affiliation Fee" - Recital I  
"Rule Change Notice" - Section 7.2.(a)  
"Seller" - Preamble  
"Settlement Date" - Section 3.3  
"Services Agreement" - Recital H  
"Shareholder" - Preamble  
"Station" - Recital A  
"Subleases" - Recital D  
"Trade Rights" - Section 1.1.(e)  
"Transmission Sublease" - Recital D  
"UPN" - Section 1.1(d)(ii)  
"UPN Affiliation Agreement" - Section 1.1(d)  
"UPN Affiliation Contract" - Section 1.1.(d)(ii)  
"WACY Agreements" - Recital C

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**SELLER:**

ACE TV INC., a Wisconsin corporation

By: Shirley A. Martin  
Shirley A. Martin, President

Attest: Carl J. Martin, II  
Carl J. Martin, II, Secretary

**SHAREHOLDER:**

Shirley A. Martin  
Shirley A. Martin

**BUYERS:**

JOURNAL BROADCAST GROUP, INC.,  
a Wisconsin corporation

By: \_\_\_\_\_  
Douglas G. Kiel, Vice-Chairman

Attest: \_\_\_\_\_  
Ronald G. Kurtis, Senior Vice President

JOURNAL BROADCAST CORPORATION,  
a Nevada corporation

By: \_\_\_\_\_  
Douglas G. Kiel, Vice President

Attest: \_\_\_\_\_  
Paul E. Kritzer, Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**SELLER:**

**ACE TV INC.,** a Wisconsin corporation

By: \_\_\_\_\_  
Shirley A. Martin, President

Attest: \_\_\_\_\_  
Carl J. Martin, II, Secretary

**SHAREHOLDER:**

\_\_\_\_\_  
Shirley A. Martin

**BUYERS:**

**JOURNAL BROADCAST GROUP, INC.,**  
a Wisconsin corporation

By: D. G. Kiel  
Douglas G. Kiel, Vice-Chairman

Attest: Ronald G. Kurtis  
Ronald G. Kurtis, Senior Vice President

**JOURNAL BROADCAST CORPORATION,**  
a Nevada corporation

By: D. G. Kiel  
Douglas G. Kiel, Vice President

Attest: Paul E. Kritzer  
Paul E. Kritzer, Assistant Secretary