

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of June 27, 2005, 2005, among WISE-TV, Inc, a Delaware corporation ("*WISE*"), NVG-Fort Wayne II, Inc., an Indiana corporation ("*NVGII-INC*"), and NVG-Fort Wayne, LLC, a Delaware limited liability company ("*NVG-LLC*", together with NVG, the "*NVG Entities*").

WITNESSETH:

WHEREAS, Granite Broadcasting Corporation, a Delaware corporation (the "*Shareholder*"), owns all of the issued and outstanding shares of common stock, par value \$.01 per share, of WISE ("*WISE Common Stock*");

WHEREAS, WISE owns all of the issued and outstanding shares of common stock, no par value, of NVGII-INC ("*NVGII-INC Common Stock*");

WHEREAS, NVGII-INC owns all of the issued and outstanding units of limited liability membership interest of NVG-LLC ("*NVG-LLC Membership Units*");

WHEREAS, WISE-TV License, LLC, a Delaware limited liability company ("*Licensee*"), is a wholly owned subsidiary of NVG-LLC;

WHEREAS, the respective Boards of Directors of WISE and each of the NVG Entities have approved, and deem it advisable and in the best interests of their respective companies and the Shareholder to consummate the merger (the "*Merger*") of each of the NVG Entities with and into WISE pursuant to the provisions of the Delaware General Corporation Law (the "*DGCL*") and Title 23 of the Indiana Code on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

The Merger

Section 1.01 The Merger. Each of the NVG Entities shall be merged with and into WISE, and WISE shall be the surviving entity and continue to exist under and be governed by the DGCL (as the survivor, such corporation is hereinafter referred to as the "*Surviving Corporation*"). The Merger shall be effective as of the date of filing of the Certificate of Merger at the office of the Secretary of State of the State of Delaware or at such later time as is agreed by WISE and each of the NVG Entities and specified in the Certificate of Merger (the "*Effective Time*").

Section 1.03 Certificate of Incorporation. The Certificate of Incorporation of WISE, as in effect immediately prior to the Effective Time, shall become the Certificate of Incorporation

of the Surviving Corporation until thereafter amended in accordance with applicable law.

Section 1.04 Bylaws. The Bylaws of WISE, as in effect immediately prior to the Effective Time, shall become the Bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law.

Section 1.05 Directors. The directors of WISE immediately prior to the Effective Time shall, at the Effective Time, become the directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified.

Section 1.06 Officers. The officers of WISE immediately prior to the Effective Time shall, at the Effective Time, become the officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified.

Section 1.07 Name. At the Effective Time, the name of the Surviving Corporation shall remain WISE-TV, Inc.

ARTICLE II

Effect of Merger

Section 2.01 Cancellation of NVGII-INC Common Stock and NVG-LLC Membership Units. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof (a) each share of NVGII-INC Common Stock and each NVG-LLC Membership Unit, issued and outstanding as of the Effective Time, shall be cancelled without consideration, and (b) each share of WISE Common Stock, issued and outstanding as of the Effective Time, shall remain outstanding and shall continue to represent one issued share of WISE Common Stock.

Section 2.02 Transfer, Conveyance and Assumption. At the Effective Time and for all purposes, the separate existence of each of the NVG Entities shall cease and shall be merged with and into WISE which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises and be subject to all the restrictions, disabilities and duties of each of the NVG Entities. The rights, privileges, powers, immunities and franchises (whether of a public or private nature) of each of the NVG Entities, and all property (real, personal and mixed), all debts due on whatever account, all causes of action and all and every other interest of or belonging to or due to either of the NVG Entities shall continue and be taken, and deemed to be transferred to and vested in WISE, without further act or deed. The title to any real estate, or any interest therein, vested in either of the NVG Entities shall not revert or be in any way impaired by reason of such Merger. WISE shall thenceforth be responsible and liable for all the liabilities and obligations of each of the NVG Entities and to the extent permitted by law, any claim existing, or action or proceeding pending, by or against either of the NVG Entities may be prosecuted as if the Merger had not taken place, or WISE may be substituted in the place of such NVG Entity. Neither the rights of creditors nor any liens upon

the property of either of the NVG Entities shall be impaired by the Merger and all debts, liabilities and duties of each of the NVG Entities shall attach to WISE, and may be enforced against WISE to the same extent as if said debts, liabilities and duties had been incurred or contracted by WISE.

Section 2.03 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of either of the NVG Entities or WISE, as the case may be, acquired or to be acquired by reason of, or as a result of, the Merger, or (ii) otherwise to carry out the purposes of this Merger Agreement, each of the NVG Entities and WISE and its respective proper officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of either of the NVG Entities or WISE or otherwise to take any and all such action.

ARTICLE III

Representations and Warranties

Section 3.01 Approval of Merger Agreement.

(a) Each of the NVG Entities respectively represents and warrants that this Agreement has been duly authorized, executed and delivered by such NVG Entity, constitutes the valid and binding agreement of such NVG Entity and is enforceable against such NVG Entity in accordance with its terms.

(b) WISE represents and warrants that this Agreement has been duly authorized, executed and delivered by WISE, constitutes the valid and binding agreement of WISE and is enforceable against WISE in accordance with its terms.

ARTICLE IV

FCC Consent; Termination

Section 4.01 FCC Consent. This Agreement is entered into subject to approval by the Federal Communications Commission (“FCC”), and it is a condition to consummation of the transactions contemplated by this Agreement that the FCC approves the Agreement and consents to the pro forma transfer of control of all FCC licenses held by Licensee.

Section 4.02 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of WISE and the NVG Entities; or

(b) by either WISE or any NVG Entity if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining either NVG Entity or WISE from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

Section 4.03 Effect of Termination. If this Agreement is terminated pursuant to Section 4.02, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

Miscellaneous

Section 5.01. Amendments: No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by WISE and each of the NVG Entities.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among WISE and the NVG Entities, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding among WISE and the NVG Entities with respect to the subject matter hereof.

Section 5.03 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law principles.

Section 5.05 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute, collectively, one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

WISE-TV, Inc.,
a Delaware corporation

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President

NVG-Fort Wayne II, Inc.,
an Indiana corporation

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President

NVG-Fort Wayne, LLC,
a Delaware limited liability company

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President