

## ASSIGNMENT OF GENERAL PARTNER INTEREST AND REBROADCAST AGREEMENT

THIS IS AN ASSIGNMENT OF GENERAL PARTNER INTEREST AND REBROADCAST AGREEMENT, made as of \_\_\_\_\_, 2008, by and between COMCORP OF INDIANA, INC. ("Assignor"), DUNN FAMILY, L.P. ("Assignee"), and EVANSVILLE LOW POWER PARTNERSHIP ("Partnership"). Assignor, Assignee, and Partnership are collectively called "Party" herein.

### RECITALS

Assignor wishes to sell, transfer and assign to Assignee all of its 49% general partnership interest (the "Interest") in Evansville Low Power Partnership, an Indiana general partnership, which is the licensee of WTSN-LP, Evansville, Indiana, and W36DF, Evansville, Indiana (the "Stations"), and Assignee wishes to accept the sale, transfer and assignment of the Interest on the terms more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Partnership Interest.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall occur via facsimile, electronic mail and/or overnight mail commencing at 10:00 a.m. local time on the first business day after the receipt of all required consents of the Federal Communications Commission to the consummation of this Agreement (the "Effective Date"). Upon the Closing, Assignor shall assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Interest, free and clear of all liens, restrictions and encumbrances. In addition, upon the Closing, Assignee shall accept the assignment of Assignor's Interest hereunder and assume, and agrees to perform and discharge, all obligations of Assignor with respect to the Interest, arising from and after the Closing. Assignor and Assignee hereby authorize the Partnership, upon the Closing, to enter such assignment, sale and transfer of the Interest in its books and records.

(b) The Purchase Price to be paid by Assignee to Assignor for the Interest shall equal Ten and 00/100 Dollars (\$10.00).

2. Distributions. All distributions from the Company with respect to the Interest, made from and after the date hereof, shall be payable to and be the property of Assignee.

3. Representations and Warranties.

(a) Assignor represents and warrants to Assignee that (i) Assignor has the right to enter into this Agreement and to be bound by and perform Assignor's duties and obligations hereunder, and (ii) Assignor has full legal and beneficial ownership of the Interest and owns the Interest free and clear of all liens, restrictions and encumbrances.

(b) Assignor also represents and warrants to Assignee that (i) Assignor has not entered into any agreements, contracts or obligations on behalf of Partnership or either of the Stations and (ii) if Assignor breaches this representation and warranty then Assignor agrees to indemnify, defend, and hold Partnership and the Partners harmless for any claims arising out of or related to such agreements, contracts or obligations.\_\_\_\_\_

(c) Assignee represents and warrants to Assignor that Assignee has the right to enter into this Agreement and to be bound by and perform Assignee's duties and obligations hereunder.

#### 4. Other Agreements.

(a) Assignor and Partnership agree that the Time Brokerage Agreement dated as of November 29, 1993, between them (the "TBA") was terminated on November 29, 2008.

(b) Assignor agrees that Partnership may rebroadcast (the "Rebroadcast Agreement") portion of signal of WEVV(TV) that Assignor broadcasts on either Channel 44.2 or Channel 45.2 of WEVV(TV) over the facilities of Assignor for up to four months ending no later than April 30, 2009, subject to the following conditions:

(i) Partnership shall pay to Assignor on the 2<sup>nd</sup> day of each month that Assignor rebroadcasts on either station for up to four months, the sum of (x) \$500.00, (y) all amounts due by Assignor under the tower lease(s) for the Stations' two (2) antennae for such period, and (z) all utilities paid by Assignor relating to the operation of the Stations' two (2) antennae for such period;

(ii) Assignor does not make any representations or warranties to Partnership as to content or programming being rebroadcast except that (a) all programming on WEVV-DT2 will comply with all applicable laws and regulations, including, but not limited to, any FCC content requirements applicable to WEVV-DT2 and not less than three (3) hours per week of children's programming; (b) Partnership shall have the right to supply at least three (3) hours of local programming per week; and (c) Assignor will indemnify and hold Partnership harmless from any loss or damage, including but not limited to governmental fines or forfeitures, arising from the content of programming provided by WEVV-DT2 or failure to include content required of WEVV-DT2 by the FCC.

(c) Upon the earlier to occur of (i) the failure by Partnership to make any of the payments set forth in Section 4(b) on the dates so indicated, (ii) the ten (10) days written notice of termination by the Partnership, or (iii) April 30, 2009, the Rebroadcast Agreement shall automatically be deemed terminated. Upon such termination, Assignor shall have no further

obligations with respect to the Stations, and Partnership shall have no further rights to rebroadcast the digital signals of WEVV-DT2 as set forth above, and Partnership shall immediately remove at its sole cost any of its equipment on the towers being leased by Assignor relating to the Stations.

(d) The assignment of the Interest from Assignor to Assignee pursuant to this Agreement shall be subject to the prior consent of the FCC. Assignor and Assignee will jointly file with the FCC an application for FCC consent to the assignment of the Interest (the "Assignment Application") no later than December 31, 2008. The FCC filing fees in connection with the Assignment Application shall be paid by the Partnership. Each Party shall pay its own attorneys' fees in connection with the Assignment Application. Assignor and Assignee shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Application as expeditiously as practicable. Each Party shall promptly provide to other Party a copy of any pleading, order or other document that relates to the Assignment Application and is served upon such Party, unless such pleading, order or other document was separately served on such other Party.

5. Assignor Release.

(a) Assignor hereby fully releases and discharges Assignee and its representatives, employees, directors, shareholders, agents, successors and assigns from all rights, claims, actions, causes or causes of action, and demands of any kind or character or any liability now accrued or hereafter to accrue, whether presently known or unknown or whether actual or potential, that Assignor may have against them by reason of any matter relating to the Partnership, the Stations or the TBA prior to the date hereof but not relating to any of the obligations of Assignee set forth in this Agreement.

(b) Assignor hereby fully releases and discharges Partnership and its partners, representatives, employees, directors, shareholders, agents, successors and assigns from all rights, claims, actions, causes or causes of action, and demands of any kind or character or any liability now accrued or hereafter to accrue, whether presently known or unknown or whether actual or potential, that Assignor may have against them by reason of any matter relating to the Stations or the TBA prior to the date hereof but not relating to any of the obligations of Partnership set forth in this Agreement.

6. Release by Assignee. Assignee hereby fully releases and discharges Assignor and its representatives, employees, directors, shareholders, agents, successors and assigns from all rights, claims, actions, causes or causes of action, and demands of any kind or character or any liability now accrued or hereafter to accrue, whether presently known or unknown or whether actual or potential, that Assignee may have against Assignor by reason of any matter relating to the Partnership, the Stations or the TBA prior to the date hereof but not relating to any of the obligations or representations and warranties of Assignor set forth in this Agreement.

7. Release by Partnership. Partnership hereby fully releases and discharges Assignor and its representatives, employees, directors, shareholders, agents, successors and assigns from all rights, claims, actions, causes or causes of action, and demands of any kind or character or any liability now accrued or hereafter to accrue, whether presently known or unknown or whether actual

or potential, that Assignor may have against them by reason of any matter relating to the Stations or the TBA prior to the date hereof but not relating to any of the obligations of Assignor set forth in this Agreement.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

9. Further Assurances. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and documents, prepared at Assignee's cost and expense, and to take all such action, as may be necessary or proper in Assignee's reasonable judgment, to carry out the provisions and purposes of this Agreement.

10. Binding Agreement. This Agreement shall be binding upon and inure to benefit of the Parties and their respective successors and permitted assigns.

11. Headings. The descriptive heading of the several paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12. Severability. The invalidity of any portion hereof shall not affect the validity, force of effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

13. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the matters described herein.

14. Notices. Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, or mailed by registered or certified mail, return receipt requested, or received by telecopy or email with a confirming copy sent by overnight mail or courier service, return receipt requested, or sent by overnight mail or courier service, return receipt requested, to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the other pursuant hereto).

If to Assignor, to it at:  
700 St. John Street, Suite 300  
Lafayette, LA 70501  
Attn: Greg Boulanger  
Facsimile: (337) 237-1373  
Email: greg\_boulanger@comcorpUSA.com

If to Assignee, to it at:  
300 SE Riverside Drive Suite 100  
Evansville, IN 47713  
Attn: John M. Dunn  
Facsimile: 812-471-0230

Email: jmdunn@dunnhospitality.com

If to Partnership, to it at:  
300 SE Riverside Drive Suite 100  
Evansville, IN 47713  
Attn: John M. Dunn  
Facsimile: 812-759-0234  
Email: jmdunn@dunnhospitality.com

Any change in the above shall be made by delivery as set out above. Notice shall be deemed received if sender has reasonable means of showing receipt thereof.

15. Counterparts/Facsimile Signatures. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned, or by its duly authorized representative, have set their hands to this Assignment of General Partner Interest, as of the date first above written.

[Signatures on Following Page]

**"Assignor"**

**COMCORP OF INDIANA, INC.**

By: 

Name: Greg Balenger  
Title: Secretary

**"Assignee"**

**DUNN FAMILY, L.P.**

By: 

Name: JOHN M DUNN  
Title: PARTNER

**"Partnership"**

**EVANSVILLE LOW POWER PARTNERSHIP**

By: 

Name: JOHN M DUNN  
Title: PARTNER