

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the **Agreement**) is entered into as of this 22nd day of February, 2002, by and among **Bend Broadcasting, L.L.C.**, an Oregon limited liability company (**ABCLLC**), **Bend Licenses, Limited Partnership**, an Oregon limited partnership (**ABLLP**) (collectively, the **ASeller**); and **NPG of Oregon, Inc.**, a Missouri corporation (**ABuyer**).

BLLP is the permittee of KTVZ-DT and the licensee of television broadcast station KTVZ-TV (fac. #55907) in Bend, Oregon (the **AStation**), pursuant to certain licenses, authorizations and approvals (the **AFCC Authorizations**) issued by the Federal Communications Commission (the **AFCC**). BCLLC owns certain assets used or held for use in connection with the operation of the Station.

Seller desires to sell, assign and transfer to Buyer the Station, the FCC Authorizations, and all of the assets described in more detail below, and Buyer desires to purchase from Seller the Station, the rights associated with the FCC Authorizations, and all of the assets described in more detail below, all on the terms and conditions described herein.

Now, Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. PURCHASE AND SALE OF PROPERTIES AND ASSETS.

1.1 Station's Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, Seller agrees to grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined), and Buyer agrees on the Closing Date to purchase, accept and assume, all properties, assets, privileges, rights, interests and claims, real, personal or mixed, tangible and intangible, of every type and description, wherever located, including Seller's business and goodwill, if any (except for Excluded Assets as defined in Section 1.2), that are owned or leased by Seller and used or held for use in connection with the business and operations of the Station (the **AStation's Assets**). Without limiting the foregoing, the Station's Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

(a) **Licenses and Authorizations.** All of the FCC Authorizations issued to Seller with respect to the Station, including all of Seller's respective rights in and to the call letters KTVZ, and any variations thereof, and all of those 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.

(b) **Tangible Personal Property.** All equipment, electrical devices, antennas, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware, tools, spare parts, and

other tangible personal property of every kind and description owned or leased by Seller as of the date of this Agreement and used or held for use in connection with the business and operations of the Station, including those listed and described on **Schedule 1.1(b)** and the Additional Tangible Personal Property described on **Schedule 4.8**, and any additions, improvements, replacements and alterations thereto made between the date of this Agreement and the Closing Date (collectively, the **ATangible Personal Property@**).

(c) **Real Property.** All land, leaseholds, licenses, rights-of-way and other interests of every kind and description in and to all of the real property and buildings thereon, owned or leased by Seller as of the date hereof and used or held for use in connection with the business and operations of the Station, including those listed and described on **Schedule 1.1(c)**, and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date (collectively, the **AReal Property@**).

(d) **Other Contracts.** All Contracts (as defined below) other than real property leases (which are listed on **Schedule 1.1(c)**) in connection with the business and operations of the Station, including those listed and described on **Schedule 1.1(d)**, together with all Contracts that are entered into between the date of this Agreement and the Closing Date pursuant to the terms and conditions hereof. As used in this Agreement, the term **AContract@** shall mean any unexpired agreement, arrangement, commitment or understanding with respect to the Station, written or oral, express or implied, to which the Station or Seller is a party or is bound including real property leases and orders and agreements for the sale of advertising time on the Station.

(e) **Trademarks, etc.** All trademarks, trade names, service marks, franchises, patents, jingles, slogans, logotypes and other intangible rights, owned or licensed and used or held for use by Seller as of the date of this Agreement and used or held for use in connection with the business and operations of the Station, including all right, title and interest in and to the mark KTVZ, and any and all variations thereof, and those acquired by Seller in connection with the business and operations of the Station between the date hereof and the Closing Date (collectively, the **AIntangible Property@**).

(f) **Programming and Copyrights.** All programs and programming materials and elements of whatever form or nature owned, licensed or leased by Seller, as of the date of this Agreement and used or held for use in connection with the business and operations of the Station, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights owned by or licensed or sublicensed to Seller and used in connection with the business and operations of the Station, together with all such programs, materials, elements and copyrights acquired by Seller in connection with the business and operations of the Station between the date hereof and the Closing Date.

(g) **FCC Records.** All FCC logs and other records that relate to the operation of the Station.

(h) **Files and Records.** All files and other records of Seller relating to the business and operations of the Station (other than duplicate copies of such files, hereinafter ~~ADuplicate Records@~~), including all available schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, 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 Station's Assets.

(i) **Claims, Warranties, etc.** Any and all of Seller's rights under manufacturers' and vendors' warranties with respect to the Tangible Personal Property, and any and all of Seller's claims arising under Contracts assumed by Buyer hereunder.

(j) **Prepaid Items.** All deposits, reserves and prepaid expenses relating to the Station and prepaid ad valorem taxes relating to the Station or the Station's Assets (which shall be prorated, if applicable, as provided in Section 1.5), excluding, however, any deposits, reserves and prepaid expenses relating to Excluded Assets.

(k) **Other Assets.** The other assets listed on **Schedule 1.1(k)**.

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

1.2 Excluded Assets. There shall be excluded from the Station's Assets and retained by Seller, to the extent in existence on the Closing Date, the following assets (collectively, the ~~AExcluded Assets@~~):

(a) **Cash and Investments.** All cash on hand or in bank accounts, and any other cash equivalents, including certificates of deposit, commercial paper, treasury bills, asset or money market accounts and all such similar accounts or investments.

(b) **Receivables.** All of Seller's notes and accounts receivable as of the Closing Date and all of Seller's rights to bill and receive payment for unbilled goods and services provided by Seller on or prior to the Closing Date.

(c) **Securities.** Any and all stocks, bonds and other securities owned or held by Seller, except for Seller's interest in Awbrey Towers, LLC.

(d) **Insurance.** All of Seller's rights to and under contracts of insurance, including all prepaid premiums and deposits.

(e) **Certain Assets.** Pension, profit sharing, savings and other employee benefit plans and trusts and any assets thereof.

(f) **Intercompany Accounts.** All of Seller's intercompany notes and accounts receivable.

(g) **Duplicate Records.** All Duplicate Records.

(h) **Excluded Contracts.** Any Contract listed on **Schedule 1.2(h)**, any Contract (other than time sales contracts) designated by Buyer within thirty (30) days of discovery by Buyer (i) that is not listed on **Schedule 1.1(d)** to the extent that the aggregate amount of payments to or by Seller under Contracts not listed on **Schedule 1.1(d)** exceeds \$30,000, or (ii) that was entered into, renewed or amended after the date hereof without Buyer's consent and that [a] was not entered into in the ordinary course of business, or [b] provides for the payment to or by Seller of \$5,000 or more (collectively, the **Excluded Contracts**).

(i) **Other Assets.** All other assets listed on **Schedule 1.2(i)**.

1.3 Liabilities.

(a) The Station's Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, **Security Interests**) except for: (i) the Security Interests disclosed on **Schedule 1.3(a)**; and (ii) liens for taxes, assessments or other governmental charges not yet due and payable. The Security Interests referred to in the foregoing clauses (i) and (ii) are collectively referred to herein as **Permitted Encumbrances**.

(b) Buyer shall assume (i) all of Seller's liabilities and obligations to be performed after the Closing Date under and with respect to all Contracts validly assigned to Buyer (other than Excluded Contracts) and (ii) any and all of Seller's liabilities and obligations to be paid after the Closing Date with respect to accounts payable arising in connection with the business and operations of the Station incurred before the Closing but unpaid (other than any intercompany accounts payable) to the extent included in the adjustments described in Section 1.5 (**Accounts Payable**).

(c) Except as otherwise specifically provided in Section 1.3(a), 1.3(b) and 1.5, Buyer shall not assume or be liable for, and does not, and does not undertake to attempt to, assume or discharge, and Seller shall remain liable for and pay and discharge:

(i) any liability or obligation of Seller arising out of or relating to any Excluded Contracts or any other Excluded Assets;

(ii) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any person, whether pending, threatened or asserted before, on or after the Closing Date, to the extent relating to the business or operation of the Station prior to the Closing Date;

(iii) any liability or obligation for continuation of health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 for employees of Seller who are not employed by Buyer after the Closing; or

(iv) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against the Station or any of the Station's Assets or other items transferred to Buyer by Seller relating to any event (whether act or omission) prior to the Closing Date, including the payment of all taxes.

1.4 Purchase Price and Method of Payment.

(a) **Purchase Price.** Subject to the adjustments provided for in Section 1.5 hereof, the total purchase price (the ~~A~~Purchase Price~~@~~) to be paid for the Station's Assets shall be Eighteen Million Eight Hundred Seventy-Five Thousand Dollars (\$18,875,000).

(b) **Deposit.** On the date of this Agreement, Buyer shall wire transfer the sum of \$250,000 in immediately available funds (the ~~A~~Deposit~~@~~) to The Heritage Bank of St. Joseph, Missouri (the ~~A~~Deposit Escrow Agent~~@~~). The Deposit will be held by the Deposit Escrow Agent in accordance with the terms of an escrow agreement in the form of **Exhibit A** to be executed as of the date hereof (the ~~A~~Deposit Escrow Agreement~~@~~).

(c) **Procedure.** On the Closing Date, Seller will provide a good faith estimate of the adjustments provided for in Section 1.5. An estimated Purchase Price will be based upon this preliminary estimate, and at the Closing Buyer will transfer the estimated Purchase Price (less the amount of the Deposit, and any other funds held pursuant to the Deposit Escrow Agreement to be transferred to Seller on the Closing Date, and the Post-Closing Escrow Amount) in immediately available funds to an account designated by Seller. Within forty-five (45) days after the Closing Date, the parties will use their good faith efforts to agree upon the final adjustments provided for in Section 1.5 and the final Purchase Price, and any required refund or payment shall be made on the basis of such final adjustments and final Purchase Price; provided, however, that if any dispute arises over (i) the amount, if any, of the final adjustments or the final Purchase Price, or (ii) the amount to be refunded or paid, such refund or payment shall nonetheless be promptly made, to the

extent of the amount which is not in dispute, by wire transfer of immediately available funds to the party to which such refund or payment is due. Any such dispute that cannot be resolved by the parties within forty-five (45) days after the Closing Date shall be referred to a mutually satisfactory independent public accounting firm of national stature which has not been engaged by either party hereto for the two (2) years preceding the date of such referral (the ~~A~~Selected Accountants~~@~~). The determination of such firm shall be made within ninety (90) days after the Closing Date and shall be conclusive and binding on each party. The fees of the Selected Accountants shall be allocated by the Selected Accountants to one or both of the parties based upon the principle that the party who does not substantially prevail should bear the costs of the Selected Accountants.

(d) **Allocation of Purchase Price.** The parties shall allocate the Purchase Price in accordance with the respective fair market values of the Station's Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended, as set forth in an appraisal to be prepared after the Closing by BIA Associates, or such other independent appraiser selected by Buyer. Each party agrees to file its federal income tax returns and its other tax returns reflecting such allocation.

(e) **Escrow.** At the Closing, Buyer shall wire transfer the sum of \$500,000 in immediately available funds (the ~~A~~Post-Closing Escrow Amount~~@~~) to The Heritage Bank of St. Joseph, Missouri (the ~~A~~Post-Closing Escrow Agent~~@~~). The Post-Closing Escrow Amount shall be held by the Post-Closing Escrow Agent in accordance with the terms of an escrow agreement in the form of **Exhibit B** (the ~~A~~Post-Closing Escrow Agreement~~@~~) to be executed at the Closing.

1.5 Adjustments.

(a) **Generally.** The operation of the Station and the income and operating expenses attributable thereto through the Effective Time (as defined below) shall be for the account of Seller and thereafter for the account of Buyer, and, if any income or expense is properly allocable or proratable, then it shall be allocated or prorated accordingly. The ~~A~~Effective Time~~@~~ shall be 12:01 a.m. on the morning of the Closing Date. Expenses for goods or services received both before and after the Effective Time, including Accounts Payable incurred before the Closing but unpaid, power and utilities charges, frequency discounts, trade and barter agreements and similar agreements for the sale of time, prepaid cash time sales agreements, commissions, wages, payroll taxes, vacation pay of employees of Seller who enter the employment of Buyer, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer as of the Effective Time. All special assessments and similar charges or liens, or installments thereof, imposed against the Real Property and Tangible Personal Property and payable on or prior to the Effective Time, shall be the responsibility of Seller, and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer. With respect to ~~A~~trade-outs~~@~~ and barter agreements, Buyer shall be credited with the amount by which obligations after the Closing under such ~~A~~trade-outs~~@~~ and barter agreements exceed the

amount of tangible benefits receivable by Buyer thereunder and Seller shall be credited with the amount by which the tangible benefits receivable by Buyer thereunder exceeds the obligations after the Closing under such ~~A~~trade-outs~~@~~ and barter agreements.

(b) **Operating Cash Flow.** The Purchase Price shall be reduced by the amount of the Station's positive operating cash flow for the full calendar month immediately preceding the Closing Date (if the Closing Date is on or before the 15th day of the month) or the full calendar month in which the Closing Date falls (if the Closing Date is after the 15th day of the month), calculated in accordance with past practice and using only expense and income items incurred in the ordinary course of business or as expressly permitted by this Agreement or in writing by Buyer.

1.6 Covenants Not to Compete. On the Closing Date, Seller and the persons listed on **Schedule 1.6** (collectively, the ~~A~~Covenantors~~@~~) shall enter into a five (5) year covenant not to compete agreement with Buyer in the form of **Exhibit C** (the ~~A~~Covenant Not to Compete~~@~~).

1.7 Closing. The consummation of the transactions provided for in this Agreement (the ~~A~~Closing~~@~~) shall take place at (a) the offices of Spencer Fane Britt & Browne LLP, 1000 Walnut Street, Suite 1400, Kansas City, Missouri 64106, at 10:00 a.m. on May 1, 2002 (provided that the conditions required to be satisfied or waived pursuant to Articles 6 and 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing) have been satisfied or waived) or, if later, 10 days following the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 and 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing); or (b) such other place, time or date as the parties may agree upon in writing. The date on which the Closing is to occur is referred to herein as the ~~A~~Closing Date.~~@~~

2. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

2.1 Status. BCLLC is a limited liability company duly organized and validly existing under Oregon law and BLLP is a limited partnership duly organized and validly existing under Oregon law. Each has all authority to carry on the business of the Station as it is now being conducted and to own and operate the Station. Seller has the authority to enter into and complete the transactions contemplated by this Agreement, subject to the receipt of all consents, approvals and waivers of the FCC and of other persons or parties required as a condition to Seller's obligations pursuant to Article 6 hereof. Seller has heretofore delivered to Buyer a true, correct and complete copy of the Articles of Organization and Operating Agreement of BCLLC and Certificate of Limited Partnership and Limited Partnership Agreement of BLLP and all amendments thereto (the ~~A~~Organizational Documents~~@~~). The persons set forth on **Schedule 2.1** constitute all of the members or partners, as the case may be, of Seller. Except as set forth on **Schedule 2.1**, Seller does not own any stock or interests in any other entity.

2.2 Approval. All corporate actions and proceedings necessary to be taken by or on the part of Seller or its members or partners, as the case may be, in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by the Seller or its members or partners, as the case may be, and constitutes the legal, valid and binding obligation of Seller, enforceable against them respectively in accordance with and subject to its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws from time to time in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

2.3 No Defaults. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) conflict with the provisions of the Organizational Documents of Seller; (b) assuming that the consents and approvals referred to in Section 2.11 hereof are obtained, constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Seller under any contract, mortgage, indenture, agreement, lease or other instrument to which Seller is a party or by which it is bound, or by which the Station or any of the Station's Assets may be affected, except as set forth on **Schedule 2.3**; (c) violate any judgment, decree, order, statute, law, rule or regulation applicable to Seller, the Station or any of the Station's Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Station or the Station's Assets (other than Permitted Encumbrances).

2.4 Contracts, Leases, Agreements and Other Commitments. Neither the Station nor Seller with respect to the Station are parties to or bound by any Contract except for (a) the Contracts listed on **Schedule 1.1(d)**; (b) any oral or written Contract involving less than \$5,000 for the purchase or sale of goods, supplies, equipment, capital assets, products or services; and (c) any service contracts terminable by Seller on no more than 60 days' notice. Seller has delivered to Buyer complete and correct copies of all written Contracts listed in **Schedule 1.1(d)**. Notwithstanding the foregoing provisions of this Section 2.4, the aggregate amount of all payments to or by Seller under Contracts which are not listed on **Schedule 1.1(d)** does not exceed \$30,000.

2.5 Breach. Seller is not in violation or breach of any of the terms, conditions or provisions of its Organizational Documents, or any indenture, mortgage or deed of trust or other Contract, court order, judgment, arbitration award, or decree relating to or affecting the Station or the Station's Assets or to which Seller is a party or by which it is bound.

2.6 Financial Statements. Seller has previously delivered to Buyer copies of the balance sheets of the Station as at December 31, 2001 (the **Balance Sheet Date**) and the statements of income of the Station for the year then ended, together with the monthly balance sheets and income statements of the Station for each month of 2002 for which such statements have been prepared (collectively, the **Financial Statements**). Except as set forth in **Schedule 2.6**, the Financial Statements, together with the notes thereto, if any, in all material respects: (a) are complete and correct; (b) have been prepared in accordance

with the books and records regularly maintained with respect to the Station; and (c) present fairly the financial position of the Station as of those dates and the results of its operations for the periods indicated in accordance with generally accepted accounting principles.

2.7 Liabilities. There are no liabilities or obligations of Seller relating to the Station, whether related to tax or non-tax matters, known or unknown, due or not yet due, liquidated or unliquidated, fixed, contingent or otherwise, except as and to the extent reflected in the Financial Statements or as otherwise listed and described on the schedules attached hereto.

2.8 Taxes. Except as set forth on **Schedule 2.8**, Seller, and its members and partners with respect to the business of Seller, has filed all applicable federal, state, local and foreign tax returns required to be filed to date, in accordance with provisions of law pertaining thereto, and have paid all taxes, interest, penalties and assessments (including income, withholding, excise, unemployment, Social Security, occupation, transfer, franchise, property, sales and use taxes, import duties or charges, and all penalties and interest in respect thereof) required to have been paid to date with respect to or involving the Station or the Station's Assets. Neither Seller nor any of Seller's partners or members with respect to the business of Seller has been advised that any of its returns, federal, state, local or foreign, have been or are being audited as of the date hereof.

2.9 Licenses.

(a) As of the date of this Agreement, Seller is the holder of the FCC Authorizations with respect to the Station listed and described on **Schedule 1.1(a)**. Such FCC Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended (the ~~A~~Communications Act~~@~~), or the current rules, regulations and policies of the FCC for, and/or used in the operation of, the Station as now operated. Seller has been granted a construction permit for KTVZ-DT; provided, however, Seller has filed or will file applications with the FCC to (i) extend the construction permit for six months beyond May 1, 2002 and also (ii) modify the construction permit to correct certain technical information with respect to the proposed KTVZ-DT antenna and its location on the tower owned by Seller and described on **Schedule 1.1(b)**. Seller has the unencumbered right to mount KTVZ-DT's antenna on such tower at the height specified in KTVZ-DT's construction permit, as that construction permit is modified by the application referred to in the preceding sentence. The FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. No other licenses, permits or authorizations of any governmental department or agency other than the FCC are required for the operation of the Station which have not been duly obtained. The Station is operating in compliance in all respects with the FCC Authorizations, the Communications Act, and the current rules, regulations and policies of the FCC. Seller knows of no fact about Seller that, under the Communications Act and the existing rules, regulations and policies of the FCC, would reasonably be expected to cause the FCC to refuse to consent to the assignment of the FCC Authorizations to Buyer.

(b) There is not pending, or to the best of 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), and there is not now issued or outstanding, or to the best of Seller's knowledge pending or 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 with respect to the Station.

(c) To the best of Seller's knowledge: (i) all reports and filings required to be filed in the Station's local public file and/or with the FCC by Seller during the current license term with respect to the operation of the Station have been timely filed; (ii) all such reports and filings are accurate and complete in all respects; (iii) Seller maintains appropriate logs and public files at the Station as required by FCC rules; and (iv) with respect to FCC licenses, permits and authorizations, Seller is operating only those facilities for which appropriate FCC Authorizations have been obtained and are in effect, and Seller is meeting all conditions of such FCC Authorizations.

(d) To the best of Seller's knowledge, the operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in excess of the radio frequency radiation exposure limits of Section 1.1310 of the FCC's rules.

2.10 Advertisers. **Schedule 2.10** sets forth a list of the top twenty advertisers since January 1, 2001 with whom the Station does business, as determined by advertising revenue.

2.11 Approvals and Consents. In connection with entering into and consummating the transactions contemplated by this Agreement, Seller is not required to obtain any approvals or consents from persons or entities not a party to this Agreement, or to obtain any approvals, consents, permits, licenses or authorizations of, or to make any filings with, any governmental regulatory authority or agency, except for the approvals, consents, permits, licenses, authorizations and filings (i) listed in **Schedule 2.11**; (ii) referred to in Sections 4.5 (Consents) and 7.4 (FCC Authorizations); and (iii) the failure of which to obtain would not have a material adverse effect upon the business and operation of the Station from and after the Closing.

2.12 Tangible Personal Property. The Station's Assets constitute all of the assets reasonably necessary or required to conduct the present operations of the Station. Seller has provided Buyer with depreciation schedules containing descriptions of all items or groups of items of Tangible Personal Property of every kind or description owned or leased by Seller and used or held for use in connection with the business or operations of the Station. Except as listed and described on **Schedule 2.12**: (a) Seller has good, valid and marketable title to all of the Station's Assets (other than the Real Property, which is covered by Section 2.13), in each case, free and clear of all Security Interests (other than Permitted Encumbrances); (b) Seller is the owner or lessee of all of the Tangible Personal Property which it uses in the operation of the Station; and (c) all material Tangible Personal Property included in the Station's Assets are being maintained

in accordance with industry standards and are in all material respects in good operating condition and repair, reasonable wear and tear excepted.

2.13 Real Property.

(a) **Schedule 1.1(c)** contains descriptions of all real property owned or leased by Seller and used or held for use solely in connection with the business and operations of the Station and leases or licenses or other rights to possession of any real property so used or held. Seller's interests in the Real Property are as follows: (i) Seller has fee simple title to the Real Property described by metes and bounds on **Schedule 1.1(c)** as being so owned (the ~~Owned Property~~); and (ii) Seller leases, as a tenant, the premises described on **Schedule 1.1(c)** as being so leased. As to the Owned Property, Seller has good, valid and marketable fee simple title to such premises and all buildings, towers, antennae, improvements and fixtures thereon, free and clear of all mortgages, liens, claims, encumbrances, leases, title exceptions and rights of others, except for Permitted Encumbrances. Except as listed on **Schedule 2.13**, the Real Property and all of the buildings, towers, antennae, fixtures and improvements owned or leased by Seller, and all heating and air conditioning equipment, plumbing, electrical and other mechanical facilities, and the roof, walls and other structural components of the Real Property which are part of, or located in, such buildings, towers, antennae or improvements, are being maintained in accordance with industry standards and are, in all material respects, in good operating condition and repair, reasonable wear and tear excepted.

(b) The leases listed in **Schedule 1.1(c)** constitute all the real property leases to which Seller is a party (either as lessor or lessee). True and complete copies of such leases have been provided to Buyer.

(c) With respect to the leases of real property listed in **Schedule 1.1(c)**, Seller has good title to its interests in such real property, free and clear of all liens, claims, and encumbrances, except for Permitted Encumbrances. With respect to each such lease, except as otherwise disclosed in **Schedule 2.13**, (i) the leases are in full force and effect, (ii) all accrued and currently payable rents and other payments required by such leases have been paid other than any amounts being contested in good faith by Seller, which amounts are listed on **Schedule 2.13**, (iii) Seller has entered into such leases in the ordinary course of business and, where it is the lessee under such leases, Seller is in peaceable possession of any such lease, (iv) Seller is in compliance with all covenants and provisions of any such leases, (v) to the best of Seller's knowledge, no party has asserted any defense, setoff or counterclaim thereunder, (vi) no notice of default or termination has been given or received, and (vii) to the best of Seller's knowledge, any other party thereto is not in default in any material respect under any such lease.

(d) To the knowledge of Seller no additional approvals, permits or licenses will be required to be issued after the date hereof in order to permit Buyer, following the Closing, to

continue to own or operate the Real Property in the same manner as Seller, other than any such approvals, permits or licenses that are ministerial in nature and are normally issued in due course upon application therefore without further action by the applicant.

2.14 Environmental Matters.

(a) **Compliance with Law.** Except as listed and described on **Schedule 2.14**, all of Seller's activities with respect to the Station, whether at or upon the Real Property, have been and are being conducted in compliance with all federal, state and local statutes, ordinances, rules, regulations and orders, as well as all requirements of common law, concerning: (i) those activities; (ii) repairs or construction of any improvements; (iii) manufacturing, processing and/or handling of any materials; (iv) discharges to the air, soil, surface water or groundwater; and (v) the storage, treatment and disposal of any waste at or connected with any activity at the Real Property, whether inside or outside of any building (collectively, the ~~AE~~Environmental Statutes~~@~~).

(b) **Site Contamination.** To the best of Seller's knowledge, no hazardous substances, pollutants or contaminants, as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601-9657, as amended by The Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (Oct. 17, 1986), nor any petroleum product as defined in Subtitle I to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6991-6991(i), is present on the Real Property, whether inside or outside of any building, in such a manner as may require remediation under any applicable Environmental Statutes.

(c) **Other Hazardous or Toxic Materials.** Except as listed and described on **Schedule 2.14**, to the best of Seller's knowledge: (i) no polychlorinated biphenyls or substances containing polychlorinated biphenyls are present on the Real Property; and (ii) no friable asbestos is present in the operations of the Station and/or on the Real Property.

(d) **No Notice of Lack of Compliance with Environmental Statutes.** Seller has not been notified by any governmental authority of any violation by Seller with respect to the Station of any Environmental Statute which violation has not been remedied or cured on or prior to the date hereof. **Schedule 2.14** includes a correct and complete list of all of Seller's registrations with, licenses from, or permits with respect to the Station issued by governmental agencies or authorities pursuant to environmental, health and safety laws, the absence of which would have a material adverse effect upon the Station's Assets or the business or financial condition of the Station. All such registrations, licenses and permits are in full force and effect, except as set forth in **Schedule 2.14**.

(e) **Buyer's Investigation.**

(i) Buyer shall have until 45 days following the date of this Agreement to conduct an investigation (which may include a Phase I investigation) of: (A) Seller's compliance with Environmental Statutes; and (B) the presence of hazardous substances at the Real Property. Any further investigation beyond a Phase I investigation that includes the testing of soil, water or other elements found in or on the Real Property shall require the prior written consent of Seller; provided, however, that if such consent is not given after a request by Buyer made within the 45 day period following the date of this Agreement, Buyer may terminate this Agreement.

(ii) Seller will comply with any reasonable request for information made by Buyer or its agents in connection with any such investigation.

(iii) Seller will assist Buyer or its agents in obtaining any records pertaining to the operations of the Station and/or the Real Property or to Seller in connection with such an investigation.

(iv) Seller will afford Buyer or its agents access to all operations of the Station, including without limitation all areas of the Real Property, at reasonable times and in a reasonable manner in connection with any such investigation.

(v) In the event that Buyer conducts such an investigation and, as the result of such an investigation, a qualified environmental expert determines that remedial action is required by law, the parties shall proceed as follows: Seller may, at its sole discretion, elect to cause such remedial action to be performed in accordance with all applicable Environmental Statutes; and [a] if Seller determines not to take such remedial action, Buyer may elect either to terminate this Agreement, or to accept a transfer of the Station's Assets without such remedial action having been taken, or [b] if Seller determines to take such remedial action and the cost of such remedial action exceeds \$250,000, Buyer may elect either to terminate this Agreement, or to accept a transfer of the Station's Assets subject to such remedial action having been taken, or [c] if Seller determines to take such remedial action and the cost of such remedial action is less than \$250,000, Buyer shall accept a transfer of the Station's Assets subject to such remedial action having been taken. If Buyer elects to terminate this Agreement pursuant to this Section 2.14(e), notice of such termination must be given to Seller within 10 days of Seller's election pursuant to this Section 2.14(e)(v).

2.15 Compliance with Law and Regulations. Seller is operating the Station in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over it, the operation of the Station, and the use of the Station's Assets and the Real Property, except as disclosed in **Schedule 2.15**. **Schedule 2.15** identifies any outstanding variances

or special use permits affecting any of Seller's facilities or the uses thereof and Seller is in compliance therewith.

2.16 Insurance. Seller maintains, with respect to the Station, insurance policies bearing the policy numbers, with the companies, and providing the general coverage set forth on **Schedule 2.16**. All of such policies are in full force and effect, and Seller is not in default of any 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.

2.17 Labor, Employment Contracts and Benefit Programs.

(a) Except as set forth on **Schedule 2.17**, there are no collective bargaining agreements, or written or oral agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants or agents of the Station, and all employees of the Station are employees at will. To the best of Seller's knowledge, Seller is not engaged in any unfair labor practice or unlawful employment practice. Other than as set forth on **Schedule 2.17**, there are no unfair labor practice charges or other employee related complaints, grievances or arbitrations against Seller pending, or to the best of Seller's knowledge threatened, before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other federal, state, local or other governmental authority by or concerning Seller's employees at the Station. There is no strike, picketing, slowdown or work stoppage by or concerning such employees pending against or involving the Station. No representation question is pending or, to the best of Seller's knowledge, threatened respecting any of Seller's employees at the Station.

(b) All handbooks and material policies relating to employment are listed and described in **Schedule 2.17**.

(c) Except as set forth on **Schedule 2.17**, to the best of Seller's knowledge, the Station, and Seller with respect to the Station, (i) have complied with in the past and are now in compliance with all labor and employment laws, including federal, state, local, and other applicable laws, rules, regulations, ordinances, orders, and decrees concerning collective bargaining, unfair labor practices, payments of employment taxes, occupational safety and health, workers' compensation, the payment of wages and overtime, and equal employment opportunity, and (ii) are not liable for any arrears or wages, benefits, taxes, damages, or penalties for failing to comply with any law, rule, regulation, ordinance, order, or decree relating in any way to labor or unemployment at the Station.

(d) Except as listed and described on **Schedule 2.17**, Seller has no pension plan, profit sharing plan, deferred compensation plan, stock option or stock bonus plan, savings plan, welfare

plan, or other benefit plan or arrangement, policy, practice, procedure or contract concerning employee benefits or fringe benefits of any kind, whether or not governed by the Employee Retirement Income Security Act of 1974, as amended (~~A~~ERISA~~@~~), relating to or covering any employees of the Station (the ~~A~~Station's Benefit Plans~~@~~). None of the Station's Benefit Plans is a ~~A~~multi-employer plan~~@~~ (within the meaning of Section 3(37) of ERISA).

(e) Seller has not engaged in a ~~A~~prohibited transaction~~@~~ or in any other act or omission with respect to any of the Station's Benefit Plans which could subject Buyer to a penalty tax or other liability under ERISA or the Code.

(f) Neither Seller nor the Station or any Affiliate of Seller or the Station: (i) has ever contributed to a multi-employer pension plan; or (ii) has ever incurred any liability under Title IV of ERISA to the PBGC or to a multi-employer pension plan.

(g) Seller has provided Buyer with true, accurate and complete (i) copies of the agreements, handbooks, policies, and plans described on **Schedule 2.17**, and (ii) lists of the names of all present employees of Seller by department, the position held by each employee, the compensation arrangement with each employee, length of service, anniversary date of employment, schedules of hours worked (if part-time), and whether the employee is exempt or non-exempt from coverage under the Fair Labor Standards Act and any other federal or state statute relating to minimum or overtime wages.

2.18 Litigation. Except as set forth on **Schedule 2.18**, there are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or to Seller's knowledge threatened against, the Station or Seller relating to or affecting the Station which, if adversely determined, would have an adverse effect on the Station's Assets or on the business or financial condition of the Station, net of insurance recoveries. Seller has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality, foreign or domestic.

2.19 Intangible Property. Seller has not received any notice of any claim against Seller involving any conflict or claim of conflict of the trade names, trademarks or service marks of or used by the Station with the trade names, trademarks, service marks or corporate names of others. Seller has received no notice of any claim of infringement of any third party's copyright, patent, trademark, trade name, service mark, logotype, license or other proprietary right.

2.20 Brokers. Except for Daniels & Associates (whose fee is being paid solely by Seller), there is no broker or finder or other person who would have any valid claim against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Seller.

2.21 Conflicting Interests. To Seller's knowledge, neither Seller, any affiliate of Seller, the employees of Seller, or any spouse or child of any of the foregoing, has any financial interest in any supplier, advertiser or customer of Seller or in any other business enterprise with which Seller engages in business or with which Seller is in competition. The ownership of less than one percent of the outstanding capital stock of a publicly held corporation shall not be deemed to be a violation of this representation and warranty.

2.22 Absence of Material Change. Except as set forth in **Schedule 2.22**, since the Balance Sheet Date:

(a) There has not been and there is not threatened any material adverse change in the financial condition, business or assets of Seller relating to the Station or any material physical damage or loss to any of the Station's Assets;

(b) Seller has not taken any action with respect to the Station outside of the ordinary and usual course of business, except as related to the transactions contemplated hereby;

(c) Seller has not borrowed any money or become contingently liable for any obligation or liability of others;

(d) Seller has paid all of its material debts and obligations as they became due;

(e) Seller has not knowingly waived any right of substantial value with respect to the Station;

(f) Seller has maintained its books, accounts and records in the usual, customary and ordinary manner; and

(g) Seller has in all material respects with respect to the Station preserved its business organization intact, kept available the services of its employees, and preserved its relationships with its customers, suppliers and others with whom it deals.

2.23 FAA Compliance. To Seller's knowledge, Seller and the Station's Assets are in compliance with all rules and regulations of the Federal Aviation Administration applicable to the Station.

2.24 Other Information. None of (a) the representations of Seller in this Agreement, (b) the schedules attached hereto, (c) any documents delivered by Seller pursuant to the terms of this Agreement, and (d) the Financial Statements, contains any untrue statement by Seller of a material fact or omits to state a material fact necessary in order to make the statements contained therein by Seller not misleading.

3. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

3.1 Status. Buyer is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Missouri with all authority to carry on its business as now being conducted. Buyer has the authority to enter into and complete the transactions contemplated by this Agreement, subject to the receipt of all consents, approvals and waivers of the FCC and other persons or parties required as a condition to Buyer's obligations pursuant to Article 7 hereof.

3.2 No Defaults. Neither the execution and delivery of this Agreement nor the consummation by Buyer of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) conflict with the provisions of Buyer's Articles of Incorporation or Bylaws; (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound, or by which it may be affected, or result in the creation of any Security Interest upon any of Buyer's assets, except for agreements, indentures and instruments related to the financing of the transactions contemplated by this Agreement; or (c) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer.

3.3 Corporate Action. All corporate actions and proceedings necessary to be taken by or on the part of Buyer and its stockholders in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws from time to time in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

3.4 Brokers. There is no broker or finder or other person who would have any valid claim against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

3.5 Qualification as a Broadcast Licensee. Buyer is familiar with the Communications Act and the existing rules, regulations and policies of the FCC. Buyer knows of no fact about Buyer that, under the Communications Act and the existing rules, regulations and policies of the FCC, would disqualify Buyer as owner and operator of the Station, or would reasonably be expected to cause the FCC to refuse to consent to the assignment of the FCC Authorizations to Buyer.

3.6 Other Information. None of (a) the representations of Buyer in this Agreement, and (b) any documents delivered by Buyer pursuant to the terms of this Agreement contains any untrue statement by Buyer of a material fact or omits to state a material fact necessary in order to make the statements contained therein by Buyer not misleading.

4. COVENANTS OF SELLER. Seller covenants and agrees that from the date hereof until the completion of the Closing:

4.1 Operation of the Business.

(a) Seller shall continue to carry on the business of the Station and keep its books and accounts, records and files in the usual and ordinary manner in which the business of the Station has been conducted in the past. Seller shall operate the Station in accordance with the terms of the FCC Authorizations and in compliance in all respects with all applicable laws, rules and regulations and all applicable FCC rules and regulations. Seller shall timely file any necessary applications for renewal or extension of the FCC Authorizations.

(b) Seller shall provide Buyer with copies of the regular monthly internal operating statements relating to the Station for the monthly accounting periods between the date of this Agreement and the Closing Date by the 20th day of each month for the preceding month, which statements shall be prepared in accordance with Seller's past practice and shall accurately and fairly present the results of Seller's operations during such periods.

(c) Seller shall use its best efforts consistent with past practice and in the ordinary course of business to preserve its business organization, keep available the services of its employees, and preserve its relationships with customers, suppliers and others with whom it deals.

(d) Nothing contained in this Agreement shall give Buyer 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.

(e) Seller shall keep all Tangible Personal Property and Real Property in good condition and repair, ordinary wear and tear excepted, and shall maintain adequate and usual supplies of office supplies, spare parts and other materials as have been customarily maintained in the past.

(f) Seller shall act and refrain from acting, as the case may be, so as not to cause any of the representations and warranties set forth in Article 2 to be materially untrue on and as of the Closing Date, except for changes therein in the ordinary and usual course of business.

(g) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer:

(i) Sell, lease, transfer, or agree to sell, lease or transfer, any of the Station's Assets which individually or in the aggregate are material to the operation of the Station or any interest in Seller;

(ii) Except as may be required by applicable law or as required by any agreement to which Seller is a party, grant any raises to employees of the Station, pay any substantial bonuses or enter into, terminate, renew or amend any contract of employment with any employee or employees of the Station;

(iii) Enter into, renew, amend or terminate any time sales contracts with respect to the Station except in the ordinary course of business, or enter into any trade or barter arrangements with respect to the sale of commercial advertising time;

(iv) Enter into, renew or amend any other Contract with respect to the Station except Contracts entered into, renewed or amended (A) in the ordinary course of business, and (B) which provide for the payment to or by Seller of \$5,000 or less; or

(v) Apply to the FCC for any construction permit that would restrict the Station's present operations, or make any change in the Station's buildings, leasehold improvements or fixtures except in the ordinary course of business.

4.2 Access to Facilities, Files and Records. At the reasonable request and upon reasonable prior notice of Buyer, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer: (a) full access during normal business hours to all facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files of every character, equipment, machinery, fixtures, furniture, vehicles, notes and accounts payable and receivable of Seller with respect to the Station; and (b) all such other information concerning the affairs of the Station as Buyer may reasonably request. Any historical information of any nature whatsoever relating to the Station or the Station's Assets given by Seller to Buyer in writing following a request for such information by Buyer shall be true and correct in all material respects; provided that the failure of such information to be so true and correct shall not give rise to any liability in Seller if such failure has been remedied by delivery of additional information or by a representation contained herein or in an agreement related hereto.

4.3 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a material breach, or that would have caused a material breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any schedule attached hereto.

4.4 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than fifteen (15) calendar days after the date of this Agreement, Seller shall electronically submit and file an application (after receiving Buyer's portion of such application pursuant to Section 5.2) with the FCC requesting the FCC's written consent to the assignment of the FCC Authorizations to Buyer and to the consummation of the transactions contemplated by this Agreement (the **FCC Application**). Seller shall timely provide Buyer with the required account numbers and passwords in order that Buyer timely may review electronically Buyer's portion of the FCC Application prior to its submission by Seller. Seller shall diligently take all steps that are necessary, proper or desirable to expedite the preparation of the FCC Application and its prosecution to a favorable conclusion. Seller shall promptly provide Buyer with a copy of any pleading, order or other document served on Seller relating to the FCC Application. In the event that the Closing occurs hereunder without all of the FCC licenses, approvals and authorizations contemplated by this Agreement becoming Final (as defined in Section 7.4), then Seller's obligations under this Section 4.4 shall survive the Closing.

4.5 Consents.

(a) Marked with an asterisk on **Schedule 1.1(d)** are all Contracts listed therein with respect to which a consent or approval to the transactions provided for in this Agreement is required. (**Restricted Contracts**). The parties agree that consent or approval for the assignment of the Restricted Contracts designated with a double asterisk on **Schedule 1.1(d)** (the **Material Restricted Contracts**) is material to the Closing. Notwithstanding any other section of this Agreement, to the extent that the consent or approval of any third person is required under any Restricted Contract in order to make an assignment thereof from Seller to Buyer or otherwise to consummate the transactions contemplated by this Agreement, Seller shall use its reasonable best efforts to obtain such consents and approvals.

(b) If any such consent or approval is not obtained with respect to a Restricted Contract other than a Material Restricted Contract: (i) Seller shall, at the request of Buyer and in such manner as Buyer shall reasonably specify, take all such reasonable action (including without limitation the appointment of Buyer as attorney-in-fact for Seller) and do or cause to be done all such things as shall be commercially reasonably necessary or proper to assure that the rights, benefits and consideration to be received by Seller under such Contract will be preserved for the benefit of and delivered to Buyer, and (ii) to the extent that the rights, benefits and consideration under such Contract are received by Buyer, Buyer shall pay, perform and discharge, on behalf of and for the benefit of Seller, all of Seller's obligations with respect to that Contract.

(c) If any such consent or approval is not obtained with respect to a Material Restricted Contract and Buyer shall not have entered into alternative arrangements with the other party to such Material Restricted Contract that supersede the terms and conditions of such Material Restricted Contract then Buyer may elect to terminate this Agreement or take such Contract pursuant to the terms of Section 4.5(b).

4.6 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement: (a) Seller shall use its reasonable best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out; and (b) Seller shall not take any action that would make the consummation of this Agreement contrary to the Communications Act or the rules, regulations or policies of the FCC.

4.7 Title Insurance. Seller will obtain and deliver to Buyer an owner's title insurance commitment with respect to the owned Real Property within thirty (30) days after the date of this Agreement, subject to survey exceptions and other Permitted Encumbrances.

4.8 Additional Tangible Personal Property. Prior to the Closing, Seller will purchase the equipment listed on **Schedule 4.8** (the ~~Additional Tangible Personal Property~~).

4.9 Parent Guaranty. Each member of BCLLC and the general partner of BLLP shall, as of the Closing Date hereof, execute a guaranty in the form of **Exhibit D**, jointly and severally guarantying all of the obligations of Seller hereunder.

5. COVENANTS OF BUYER. Buyer covenants and agrees that from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a material breach or would have caused a material breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

5.2 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than ten (10) calendar days after the date of this Agreement, Buyer will complete and deliver to Seller Buyer's portion of the FCC Application, in order that Seller may complete a draft of the FCC Application electronically. Buyer shall promptly review the draft electronic filing and inform Seller of any needed revisions prior to the submission of the FCC Application by Seller so that Seller may timely file such FCC Application in accordance with Section 4.4. Buyer will diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the preparation of the FCC Application and its prosecution to a favorable conclusion. Buyer will promptly provide Seller with copies of any pleading, order or other document served on it relating to the FCC Application. In the event the Closing occurs hereunder without all of the FCC licenses, approvals and authorizations contemplated by this Agreement becoming Final, then Buyer's obligations under this Section 5.2 shall survive the Closing.

5.3 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement: (a) Buyer shall use its reasonable best efforts to fulfill and perform all conditions and obligations

on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out; and (b) Buyer shall not take any action that would make the consummation of this Agreement contrary to the Communications Act or the rules, regulations, or policies of the FCC.

5.4 Confidentiality. Buyer will hold all information obtained from Seller, its members, partners or agents in confidence and will not disclose any of such information other than to those assisting Buyer in evaluating and closing this transaction, their employees and representatives, and those who will provide financing for the transaction, but in each case only on a need-to-know basis. Buyer's confidentiality obligations hereunder shall not apply to information which (a) is already in the possession of Buyer prior to being disclosed to Buyer by Seller, (b) becomes generally available to the public other than as a result of its disclosure by Buyer, or the directors, officers, employees, agents, or advisors of Buyer, or (c) becomes available to Buyer on a non-confidential basis from a source other than Seller, the members and partners of Seller, or its or their advisors, provided that such source is not known by Buyer to be bound by a confidentiality agreement with or other obligation of secrecy to Seller or another party.

5.5 Employees. Not less than thirty (30) days prior to the Closing, Buyer shall submit to Seller a list of each employee of Seller to whom Buyer intends to offer employment following Closing, and wages and benefits of such employment (taken as a whole) shall not be substantially less than such employee's current wages and benefits.

5.6 Parent Guaranty. News-Press & Gazette Company shall, as of the Closing Date, execute a guaranty in the form of **Exhibit E**, guarantying all of the obligations of Buyer hereunder.

6. CONDITIONS TO THE OBLIGATIONS OF SELLER. The obligations of Seller under this Agreement are, at its option, subject to the fulfillment or waiver of the following conditions prior to or on the Closing Date:

6.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects, except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(c) Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by the President or a Vice President of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings.

(a) No party hereto shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby; no action or proceeding shall have been instituted before any court or governmental body to restrain or prohibit, or to obtain substantial damages in respect of, the consummation of the transactions contemplated by this Agreement; and none of the parties to this Agreement shall have received written notice from any governmental body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby, or to commence any investigation (other than a routine letter of inquiry, including a routine Civil Investigative Demand) into the consummation of this Agreement or (ii) the actual commencement of such an investigation.

(b) In the event such a restraining order or injunction is in effect or if such an action or proceeding has been instituted and is pending or such a notice of intention is received or such an investigation is commenced, this Agreement may not be abandoned by any party hereto pursuant to this Section 6.2 prior to October 31, 2002, but the Closing shall be delayed during such period. This Agreement may be abandoned after such date if (i) such restraining order or injunction remains in effect, or (ii) such action or proceeding remains pending and, in the opinion of counsel to Seller, is likely to succeed on its merits or if, in the reasonable opinion of Seller, there is a likely probability that an investigation will result in an action or proceeding of the type described in clause (a) of this Section 6.2.

6.3 Opinions of Counsel. Seller shall have received opinions of Buyer's counsel, dated the Closing Date, in the form attached to this Agreement as **Exhibit F**.

6.4 FCC Authorizations. All FCC licenses, approvals and authorizations contemplated by this Agreement shall have been granted without any conditions materially adverse to Seller and shall have become Final.

6.5 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

7. CONDITIONS TO THE OBLIGATIONS OF BUYER. The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment or waiver of the following conditions prior to or on the Closing Date:

7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects, except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(c) Seller shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by the members and/or general partner of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings.

(a) No party hereto shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby; no action or proceeding shall have been instituted before any court or governmental body to restrain or prohibit, or to obtain substantial damages in respect of, the consummation of the transactions contemplated by this Agreement; and none of the parties to this Agreement shall have received written notice from any governmental body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby, or to commence any investigation (other than a routine letter of inquiry, including a routine Civil Investigative Demand) into the consummation of this Agreement or (ii) the actual commencement of such an investigation.

(b) In the event such a restraining order or injunction is in effect or if such an action or proceeding has been instituted and is pending or such a notice of intention is received or such an investigation is commenced, this Agreement may not be abandoned by any party hereto pursuant to this Section 7.2 prior to October 31, 2002, but the Closing shall be delayed during such period. This Agreement may be abandoned after such date if (i) such restraining order or injunction remains in effect, or (ii) such action or proceeding remains pending and, in the opinion of counsel to Buyer, is likely to succeed on its merits or if, in the reasonable opinion of Buyer, there is a likely probability that an investigation will result in an action or proceeding of the type described in clause (a) of this Section 7.2.

7.3 Opinion of Counsel. Buyer shall have received opinions of Seller's counsel, dated the Closing Date, in the form attached to this Agreement as **Exhibit G**.

7.4 FCC Authorizations. All FCC licenses, approvals and authorizations contemplated by this Agreement, including the two applications referred to in Section 2.9(a)(i) and (ii), shall have been granted without any conditions materially adverse to Buyer, and on terms no more onerous to Buyer than are the terms to Seller under the existing FCC Authorizations, and all of such FCC licenses, approvals and authorizations shall have become Final, except that the requirement that such licenses, approvals and authorizations be Final may be waived by Buyer. For purposes of this Agreement, the term **Final** shall mean that action shall have been taken by the FCC (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 or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

7.5 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

7.6 Affiliation Agreement. Seller shall have entered into a renewal of its affiliation agreement with NBC on terms acceptable to Buyer.

7.7 Revised Schedules. Seller shall have delivered to Buyer, at least five (5) days before the Closing Date, a revised form of **Schedule 1.1(d)** as is necessary to reflect Contracts that have expired, been terminated, been amended, or been entered into in accordance with the terms of this Agreement since the date hereof, together with copies of any such amended or new Contracts.

7.8 Damage to Station's Assets. The Station's Assets shall not have suffered material damage on account of fire, explosion or other cause of any nature that shall not have been repaired as of the Closing Date.

7.9 Liens Released. All Security Interests other than Permitted Encumbrances (excluding those Permitted Encumbrances that are noted on **Schedule 1.3(a)** to be released at the Closing) shall be released of record and there shall be no liens in respect of the Station's Assets, except for Permitted Encumbrances (excluding those Permitted Encumbrances that are noted on **Schedule 1.3(a)** to be released at the Closing) and those that will arise as a direct result of Buyer's actions in the consummation of the Closing.

7.10 Lessor's Certificate. Buyer shall have received certificates from the lessors of the Real Property stating that, as of the date of such certificate, (a) the lease is in full force and effect, (b) Seller is not in default under the lease, and (c) to the best of such lessor's knowledge, information and belief, no set of facts or circumstances exists which would, with the giving of notice or passage of time, or both, constitute a default by Seller under the lease. Such certificate also shall contain a covenant by such lessor to give Buyer written notice of any default by Seller under the lease occurring after the date of such certificate.

8. ITEMS TO BE DELIVERED AT THE CLOSING.

8.1 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) Bills of sale, certificates of title, deeds, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance reasonably satisfactory to Buyer, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Seller in and to the Station's Assets in accordance with the terms hereof.

(b) The consents of the FCC referred to in Sections 4.4 and 5.2 and the required consents under Section 4.5;

(c) Certified copies of resolutions, duly adopted by the members and/or partners of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby;

(d) The certificate referred to in Section 7.1(c);

(e) The opinion of counsel referred to in Section 7.3;

(f) The Covenants Not to Compete referred to in Section 1.6;

(g) The Post-Closing Escrow Agreement; and

(h) The guaranty referred to in Section 4.9.

8.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller and/or the Covenantors (as applicable):

(a) The Purchase Price, which shall be paid in the manner specified in Section 1.5;

(b) An instrument or instruments of assumption of the Contracts (other than Excluded Contracts), in accordance with the terms hereof;

(c) Certified copies of resolutions, duly adopted by the Board of Directors of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby;

- (d) The certificate referred to in Section 6.1(c);
- (e) The opinions of counsel referred to in Section 6.3;
- (f) The Post-Closing Escrow Agreement; and
- (g) The guaranty referred to in Section 5.6.

9. SURVIVAL; INDEMNIFICATION.

9.1 Survival. All representations, warranties, covenants and agreements contained in this Agreement, or in any exhibit, schedule, certificate, agreement, document or statement delivered pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive, until thirteen (13) months following the Closing Date, whereupon all such representations, warranties, covenants and agreements shall expire and terminate and shall be of no further force or effect, **except** (a) for the representations and warranties contained in Sections 2.1, 2.2, 2.8, 2.14, 3.1 and 3.3, which shall survive the Closing until the expiration of the applicable statute of limitations; (b) for the covenants contained in Sections 1.3(c), and 11.2, which shall survive the Closing without any time limitation, and (c) for representations, warranties, covenants and agreements relating to any written claim of a Deficiency (as defined in Section 9.3) which is made prior to a relevant survival expiration date, which shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

9.2 Basic Provision.

(a) Subject to the provisions of Section 9.4, Seller (an ~~A~~Indemnifying Party~~@~~) hereby agrees to indemnify and hold harmless Buyer, its directors, officers and employees, and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with Buyer, and their respective successors and assigns (collectively, the ~~ABuyer~~ Indemnities~~@~~) from, against and in respect of, and to reimburse the Buyer Indemnities for, the amount of any and all Deficiencies (as defined in Section 9.3(a)).

(b) Subject to the provisions of Section 9.4, Buyer (an ~~A~~Indemnifying Party~~@~~) hereby agrees to indemnify and hold harmless Seller, its officers, employees and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with Seller, and its or their respective successors and assigns (collectively, the ~~ASellers~~ Indemnities~~@~~) from, against and in respect of, and to reimburse the Seller's Indemnities for, the amount of any and all Deficiencies (as defined in Section 9.3(b)).

9.3 Definition of ~~A~~Deficiencies~~@~~.

(a) As used in this Article 9, the term "Deficiencies" when asserted by Buyer Indemnities or arising out of a third party claim against Buyer Indemnities shall mean any and all losses, damages, liabilities and claims sustained by the Buyer Indemnities and arising out of, based upon or resulting from:

(i) Any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Seller contained in or made pursuant to or in connection with this Agreement;

(ii) Any error contained in any statement, report, certificate or other document or instrument delivered to the Buyer Indemnities by Seller pursuant to this Agreement or contained in any exhibit or schedule hereto;

(iii) Any failure by Seller to pay or discharge any liability relating to the Station that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iv) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of the Station prior to the Closing Date;

(v) Any severance pay or other payment required to be paid with respect to any employee of the Station for pre-Closing periods;

(vi) Noncompliance with any applicable statutes or regulations involving bulk sales; and

(vii) Any and all acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including any and all Legal Expenses (as defined below)).

(b) As used in this Article 9, the term "Deficiencies" when asserted by Seller Indemnities or arising out of a third party claim against Seller Indemnities shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnities and arising out of, based upon or resulting from:

(i) Any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made pursuant to or in connection with this Agreement;

(ii) Any error contained in any statement, report, certificate or other document or instrument delivered to the Seller Indemnities by Buyer pursuant to this Agreement or contained in any exhibit or schedule hereto;

(iii) Any failure by Buyer to pay or discharge any liability relating to the Station that is expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iv) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of the Station after the Closing Date; and

(v) Any and all acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including any and all Legal Expenses (as defined below)).

9.4 Procedures for Establishment of Deficiencies.

(a) In the event that any claim shall be asserted by any third party against the Buyer Indemnities or Seller Indemnities (Buyer Indemnities or Seller Indemnities, as the case may be, hereinafter, the ~~A~~Indemnities@), which, if sustained, would result in a Deficiency, then the Indemnities, promptly after learning of such claim, shall notify the Indemnifying Party of such claim, and shall extend to the Indemnifying Party a reasonable opportunity to defend against such claim at the Indemnifying Party's sole expense, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnities shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnities, which shall not be unreasonably withheld, unless such settlement or compromise involves only the payment of money and the Indemnifying Party pays in full the amount of the settlement or compromise and all associated expenses.

(b) The Indemnities and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, upon the execution of such agreement such Deficiency shall be deemed established.

(c) In any event involving the claim of any third party, the Indemnities shall cooperate fully with the Indemnifying Party in the defense of any such claim.

(d) In the event that the Indemnifying Party shall be obligated to indemnify the Indemnities, the Indemnifying Party shall, upon payment of such indemnity, be subrogated to all rights of the Indemnities with respect to claims to which such indemnification relates.

9.5 Payment of Deficiencies.

(a) The Indemnifying Party hereby agrees to pay the amount of established Deficiencies in cash within fifteen (15) days after the establishment thereof unless of such established Deficiency has been or is to be paid to Buyer pursuant to the terms of the Post-Closing Escrow Agreement. Any amounts not paid by the Indemnifying Party when due under this Section 9.5 shall bear interest from and after the due date thereof until the date paid at a rate equal to the lesser of: (a) eighteen percent (18%) per annum; or (b) the highest legal rate permitted by applicable law. Nothing contained in this Agreement or the Post-Closing Escrow Agreement, other than the provisions of Section 9.5(c), shall restrict Buyer Indemnities from seeking indemnification under this Section 9 in excess of the funds held in escrow pursuant to Section 1.4(e) hereof and the Post-Closing Escrow Agreement.

(b) Notwithstanding anything to the contrary in this Article 9, to the extent that any warranty or other claim purchased by Buyer hereunder could be used to mitigate a claim for indemnification against Seller, Buyer shall grant Seller the right to act on Buyer's behalf in pursuing such warranty or claim. In the event Seller is not permitted to act on Buyer's behalf, Buyer shall use its reasonable best efforts to pursue such warranty or other claims so long as Seller advances to Buyer the costs and expenses, including Legal Expenses, of pursuing such warranty or other claim. The amount of any such recovery shall reduce the claim for indemnification against Seller.

(c) After the Closing, (i) no claim for indemnification may be made against a party until the amount of any such individual claim or series of claims arising from the same occurrence or event equals or exceeds \$1,000 (a ~~A~~Minimum Claim~~@~~) and the aggregate of all such Minimum Claims exceeds \$100,000; (ii) once the aggregate of all such Minimum Claims of such party exceeds \$100,000, the Indemnifying Party shall pay to the Indemnitees the difference between all such Minimum Claims and \$100,000; and (iii) notwithstanding the foregoing, once the aggregate amount paid by a party pursuant to this Article 9 exceeds \$4,000,000, no further claims may be brought against such party; provided, however that the obligations set forth in Section 1.5 shall not be subject to this Section 9.5(c).

9.6 Legal Expenses. As used in this Article 9, the term ~~A~~Legal Expenses~~@~~ shall mean any and all fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim.

10. TERMINATION.

10.1 Termination of Agreement. This Agreement may be terminated at any time on or prior to the Closing Date: (a) by the mutual consent of the parties; (b) by any non-defaulting party if within fifteen

(15) calendar days after the date hereof, an application for FCC consent to the assignment of the FCC Authorizations to Buyer and the consummation of the transactions contemplated by this Agreement that is acceptable for filing, subject to reasonable supplementation and modification, has not been tendered for filing with the FCC (provided that the non-defaulting party shall have used all reasonable efforts to cooperate in the preparation of such application); (c) by any party hereto if the FCC has denied the approvals contemplated by this Agreement in an order which has become Final; (d) subject to Section 6.2 and Section 7.2, by any party hereto if the Closing has not taken place by October 31, 2002 or, if on the Closing Date, Seller has failed to satisfy the conditions set forth in Section 7.1, or Buyer has failed to satisfy the conditions set forth in Section 6.1, whichever is applicable; or (e) pursuant to Sections 2.14(e) or 4.5(c).

10.2 Liabilities on Termination or Breach. Except for the obligations contained in Section 5.6 with respect to confidentiality hereof which shall survive any termination of this Agreement, upon termination of this Agreement pursuant to Section 10.1 hereof, this Agreement shall forthwith become null and void, no party hereto or any of its officers, directors, employees, agents, consultants, stockholders, principals, successors or assigns shall have any rights, liabilities, or obligations hereunder or with respect hereto other than for recovery of the Deposit; provided, however, that nothing contained herein shall relieve any party from liability for any breach or inaccuracy of any representation or warranty contained herein or any failure to comply with any covenant or agreement contained herein. Notwithstanding the preceding sentence, upon any termination of this Agreement due to the breach of this Agreement by Buyer, the Deposit shall be delivered to Seller in accordance with the Deposit Escrow Agreement and upon termination of this Agreement for any other reason, the Deposit shall be delivered to Buyer in accordance with the Deposit Escrow Agreement. The parties understand and agree that Seller's damages from the termination of this Agreement due to the breach of this Agreement by Buyer would be difficult to ascertain, that the Deposit is a good faith estimate of such damages, that the Deposit shall constitute liquidated damages rather than a penalty, and that the receipt of the Deposit by Seller pursuant to this Section 10.2 shall be Seller's full, complete and exclusive remedy for any such termination of this Agreement due to the breach of this Agreement by Buyer.

10.3 Specific Performance. Seller acknowledges that the Station is of a special, unique and extraordinary character and that damages are inadequate to compensate Buyer for any breach of this Agreement by Seller. Accordingly, in the event of a breach by Seller of any of its covenants and agreements to be performed on or before the Closing Date, Buyer also may elect to obtain an injunction restraining any such breach, subject to obtaining any requisite approval of the FCC, to enforce this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

11. GENERAL PROVISIONS.

11.1 Expenses. Except as specifically provided in Section 1.4(c) relating to the fees and expenses of the Selected Accountants and Section 9, each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including accounting and legal fees incurred in connection herewith; provided, however, that (a) Buyer and Seller shall each pay one-half of (i) applicable real estate or sales tax expenses incurred in connection with this transaction; and (ii) the filing fees in connection with the FCC Application. Seller shall be exclusively responsible for the premiums and other costs associated with the issuance of a title insurance policy insuring Buyer with respect to any interest in any Real Property included in the Station's Assets. Buyer shall be exclusively responsible for the cost of the appraisal described in Section 1.4(d)(i) and the cost of a phase I environmental audit contemplated by Section 2.14.

11.2 Accounts Receivable. On the Closing Date, Seller shall assign to Buyer for the period from the Closing Date to the end of the sixth full calendar month following the Closing Date (the ~~A~~Collection Period~~@~~), for purposes of collection only, all accounts receivable arising out of the operation of the Station prior to the Effective Time. Buyer shall use its best reasonable efforts in accordance with the Station's normal collection procedures (but without any obligation to utilize a collection agency or to commence or prosecute any litigation) to collect the full amount of all of Seller's accounts receivable; provided, however, that Buyer shall not have the authority to forgive or settle any of Seller's accounts receivable for less than the face amount without Seller's prior written approval. Buyer shall pay to Seller all monies collected on such accounts receivable. All payments received from account debtors of the Station shall be applied on a ~~A~~first in-first out~~@~~basis (i.e., proceeds received will be applied to the oldest outstanding receivables), except to the extent that an account or some portion of an account is disputed by the account debtor as properly due, in which case Buyer shall apply the payments as directed by the account debtor. Such payments to Seller shall be sent by Buyer to Seller no later than the 15th day following the last day of each calendar month for all accounts collected during that calendar month. If Buyer fails to make any payment hereunder when due, all unpaid amounts thereafter shall bear interest at the rate of 12% per annum, and Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in connection with collecting or enforcing such payments. All accounts receivable remaining uncollected as of the end of the Collection Period shall be reassigned for collection to Seller without recourse on Buyer. Buyer shall, during the Collection Period, permit Seller or its authorized representatives and agents to have access to all books and records of Buyer pertaining to accounts receivable and collections thereof during reasonable business hours and on reasonable advance notice.

11.3 Further Assurances. From time to time prior to, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party, being advised by counsel, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

11.4 Public Announcements.

(a) Prior to the Closing Date, no party shall, without the approval of the other party hereto, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that such party shall be so obligated by law, in which case such party shall give advance notice to the other party and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the parties acknowledge that the rules and regulations of the FCC require that notice of the transactions contemplated by this Agreement be made within 30 days after the application for the FCC's consent (i) by means of a letter to the FCC, or (ii) by means of a filing with the FCC. The form and substance of such public notice, to the extent not dictated by the Communications Act or the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

11.5 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. No party hereto may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other parties, and any such attempted assignment or delegation without such consent shall be void.

11.6 Amendments; Waivers. The terms of this Agreement may be changed only by a written instrument executed by the parties. The failure of any party at any time or times to require compliance with any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

11.7 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by fax transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by fax communications equipment, delivered by such equipment, addressed as set forth below:

(a) If to Seller, then to:

c/o Northwest Broadcasting, Inc.
2193 Association Drive
Okemos, MI 48864
Attn: Brian W. Brady
(517) 347-4141
(517) 347-4675 (fax)

with a copy, given in the manner
prescribed above, to:

Sonnenschein Nath & Rosenthal
1301 K Street, N.W.
Suite 600, East Tower
Washington, D.C. 20005
Attn: Fred L. Levy, Esq.
(202) 408-6407
(202) 408-6399 (fax)

(b) If to Buyer, then to:

825 Edmond Street
St. Joseph, Missouri 64501
Attention: David R. Bradley
(816) 271-8500
(816) 271-8695 (fax)

with a copy, given in the manner prescribed above, to:

Spencer Fane Britt & Browne LLP
1000 Walnut Street, Suite 1400
Kansas City, Missouri 64106
Attention: Michael L. McCann, Esq.
(816) 474-8100
(816) 474-3216 (fax)

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

11.8 Best of Knowledge. Any references in this Agreement to Seller's knowledge, or any phrase having similar or equivalent wording, shall mean the awareness of facts or other information after due inquiry (which shall include inquiry of the general manager of the Station) by the members and/or partners of Seller, Brian Brady and Bill Quarles.

11.9 Section Headings, Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to ASection@ or ASections@ refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word Aincluding@ does not limit the preceding words or terms.

11.10 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to principles of conflicts of laws.

11.11 Jurisdiction; Attorneys' Fees. The parties each irrevocably consent and submit to the jurisdiction and venue of any state or federal court in the State of Oregon over any suit, action or proceeding arising out of or relating to this Agreement or any document related hereto. In any such suit, action or proceeding, the prevailing party shall have the right to recover from the other party its reasonable costs and expenses of attorneys, accountants, and other professionals incurred in connection with such suit, action or proceeding.

11.12 Entire Agreement. This Agreement, the schedules hereto, and the other documents delivered hereunder constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

11.13 Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

11.14 No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto any interest or rights (including any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

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

BUYER:

NPG OF OREGON, INC.

By: /s/ David R. Bradley
David R. Bradley, President

SELLERS:

BEND BROADCASTING, L.L.C.

By: /s/ Fred L. Levy
Name: Fred L. Levy
Title: Secretary

BEND LICENSES, LIMITED PARTNERSHIP

By: STAINLESS ENTERPRISES OF
PENNSYLVANIA, Its general partner

By: /s/ Fred L. Levy
Name: Fred L. Levy
Title: Secretary

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ASSET PURCHASE AGREEMENT

By and among **Bend Broadcasting, L.L.C.**, and

Bend Licenses, Limited Partnership, as Seller,

NPG of Oregon, Inc., as Buyer,

relating to the purchase of

TELEVISION BROADCAST STATION KTVZ-TV

BEND, OREGON

February 22, 2002

