

ASSET PURCHASE AGREEMENT

By and Among

**The Selling Entities and The License Holders
(As Sellers)**

and

**New World TV Group, LLC
(As Buyer)**

Dated as of December 12, 2008

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 12, 2008 (the "Execution Date"), is entered into by and among the selling entities set forth on Exhibit A hereto (collectively, the "Selling Entities") and the license holders set forth on Exhibit B hereto (collectively, the "License Holders"), on the one hand, and New World TV Group, LLC, a Delaware limited liability company ("Buyer"), on the other hand. For the purposes hereof, the License Holders and the Selling Entities are collectively referred to herein as "Sellers," and Buyer and Sellers are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Sellers own and operate the television broadcast stations set forth on Schedule 2.1(b) pursuant to Licenses issued by the FCC;

WHEREAS, on May 10, 2008 (the "Petition Date") Sellers each filed a voluntary petition for relief (the "Bankruptcy Cases") under Chapter 11 of Title 11 of the United States Code (as now in effect or hereafter amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on August 14, 2008, the Office of the United States Trustee for the District of Delaware appointed E. Roger Williams the chapter 11 trustee (the "Chapter 11 Trustee") of Sellers, and, on August 18, 2008, the Bankruptcy Court approved the appointment of the Chapter 11 Trustee;

WHEREAS, the Chapter 11 Trustee is authorized to enter into this Agreement on behalf of the Sellers and to take whatever steps are necessary to effectuate the transactions contemplated hereby;

WHEREAS, until the appointment of the Chapter 11 Trustee, Sellers continued to operate the Acquired Business (as defined herein) as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, upon the terms and subject to the conditions set forth herein and as authorized under sections 105, 363, and 365 of the Bankruptcy Code and other applicable Laws, Buyer desires to purchase and assume from Sellers, and Sellers desire to sell and assign to Buyer, the Acquired Assets (as described more fully herein), in exchange for the payment to Sellers of the Purchase Price and the assumption by Buyer of certain of Sellers' liabilities and obligations relating to the Acquired Assets;

WHEREAS, on November 14, 2008, the Bankruptcy Court entered that certain Order Granting Chapter 11 Trustee's Motion for an Order Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, 6006 and 9014 (A) Establishing Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (B) Scheduling Date and Time to Hold the Auction for the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Interests, (C) Scheduling the Date and Time for the Hearing to Consider (1) The Sale of the Assets and (2) The Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Relating to

the Assets, and (D) Approving the Form and Manner of Notice of the Auction and the Sale Approval Hearing (the “Bidding Procedures Order”); and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to a Sale Approval Order to be entered in the Bankruptcy Cases, the form of which is annexed hereto as Exhibit C.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers and Buyer hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

Section 1.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Acquired Assets” has the meaning set forth in Section 2.1.

“Acquired Business” means the entire business and operations of Sellers relating to or otherwise associated with the operation of the Stations.

“Acquired Contracts” means the Contracts set forth on Schedule 2.1(g).

“Acquired Leases” means those lease agreements relating to the Leased Property set forth on Schedule 2.1(e).

“Actions” has the meaning set forth in Section 4.12.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or use the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Ancillary Agreement” means any other agreement, document or instrument that the Sellers or Buyer, as applicable, enter into in connection with the consummation of the transactions contemplated hereby, including, without limitation, the Assignment Applications.

“Antitrust Laws” means, collectively, the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

“Appointment Date” means August 18, 2008.

“Assignee” has the meaning set forth in Section 12.3(a).

“Assignment Applications” means the applications on FCC Form 314 to be filed with the FCC in order to obtain the consent of the FCC to the assignment of the Licenses from License Holders to Buyer or its designee(s).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumption Agreement” means the Assumption Agreement in substantially the form annexed hereto as Exhibit E between Sellers and Buyer evidencing the assignment to and assumption by Buyer of all rights and obligations under the Acquired Contracts.

“Back-Up Bidder” has the meaning ascribed thereto in the Bidding Procedures Order.

“Bankruptcy Cases” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bidding Procedures Order” has the meaning set forth in the Recitals.

“Bill of Sale and Assignment” means the Bill of Sale and Assignment in substantially the form annexed hereto as Exhibit D from Sellers to Buyer conveying title to all of the Acquired Assets.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other governmental action to close.

“Buyer” has the meaning set forth in the Preamble.

“Cash” means all cash and cash equivalents.

“Chapter 11 Trustee” has the meaning set forth in the Recitals.

“Claim” has the meaning ascribed by Bankruptcy Code §101(5), including, without limitation, all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Closing” has the meaning set forth in Section 10.1.

“Closing Date” has the meaning set forth in Section 10.1.

“Communications Act” means the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC promulgated thereunder.

“Competing Bid” has the meaning set forth in Section 8.2.

“Contract” means any executory contract or unexpired lease, the term of which extends beyond the Closing Date, and (i) to which any Seller is a party as of the date hereof, or (ii) which is entered into by a Seller between the date hereof and the Closing Date, that affects, concerns or is related to the Acquired Assets, including, but not limited to, agreements, insurance policies, warranties and guaranties relating to the Acquired Business, the Real Property, the Leased Property, the Improvements, the Acquired Assets or the operations carried out at the Real Property or Leased Property, and any amendments, modifications or supplements thereto.

“Critical Vendors” has the meaning set forth in Section 6.3(d)(i).

“Cure Amounts” means all amounts, costs and expenses required to cure all defaults under the Acquired Contracts and Acquired Leases, respectively, as determined by the Bankruptcy Court or as agreed to by the respective parties to such Acquired Contracts and Acquired Leases, so that, subject to Buyer’s rights under Section 2.1, they may be sold and assigned to Buyer pursuant to sections 363 and 365 of the Bankruptcy Code.

“DIP Credit Agreement” means that certain Credit Agreement, dated as of September 10, 2008, among the Companies party thereto, as Borrower, and Pappas Telecasting Incorporated, as Administrative Borrower, Fortress Credit Corp., as Administrative Agent, Fortress Credit Corp., as Facility Agent, and the Lenders party thereto and any extensions, amendments or replacements thereof.

“Employee Benefit Plans” means all employee benefit plans as defined in section 3(3) of ERISA, all compensation, pay, severance pay, salary continuation, bonus, incentive, stock option, retirement, pension, profit sharing or deferred compensation plans, Contracts, programs, funds or arrangements of any kind and all other employee benefit plans, programs, funds or arrangements (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated, and whether or not subject to ERISA) and any trust, escrow or similar agreement related thereto, whether or not funded.

“Encumbrances” means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, obligation, liability, pledge, levy, charge, escrow, encumbrance, option, right of first refusal, transfer restriction, rights limited to any Seller personally, other Contract term that may limit in any way any right or privilege of any Seller under any Contract upon or after the sale and assignment by Sellers to Buyer, conditional sale contract, title retention contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment, understanding or obligation of any kind whatsoever, whether written or oral.

“Environmental Laws” means all Laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or

reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Execution Date” has the meaning set forth in the Preamble.

“FCC” means the Federal Communications Commission.

“FCC Consent” means action by the FCC granting its consent to the Assignment Applications and the consummation of the transactions contemplated thereby.

“FF&E” means all equipment, machinery, fixtures, furniture and other tangible property owned by Sellers located at any Station or utilized for the operation of the Acquired Business and Acquired Assets.

“Final DIP Order” means that certain Final Order Authorizing the Debtors, Acting by and through the Trustee, (A) To Obtain First-Priority Secured Postpetition Financing, and (B) To Use Cash Collateral of Secured Lenders and Providing Related Adequate Protection entered by the Bankruptcy Court on September 10, 2008.

“Final FCC Order” shall mean action that 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 reconsideration or 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 petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

“Government” means any agency, division, subdivision or governmental or regulatory authority or any adjudicatory body thereof, of the United States, or any state thereof.

“Governmental Authority” means any federal, state, or local court, tribunal, governmental department, agency, board, commission, regulatory or supervisory authority, or other governmental body, subdivision or instrumentality.

“Hazardous Materials” means all explosive or radioactive substances or wastes, and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Improvements” means buildings, structures, systems, facilities, easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances and all other rights and benefits belonging, or in any way related, to the Real Property or the Leased Property.

“Intellectual Property” means all rights of the Sellers and their Affiliates owned or acquired before the Closing Date in and to (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals, revivals, and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (d) mask works and all applications, registrations and renewals in connection therewith, (e) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (f) Software, (g) internet addresses, uniform resource locaters, domain names, websites and web pages, and (h) goodwill related to all of the foregoing.

“Interest” means “interest” as that term is used in Bankruptcy Code section 363(f).

“Laws” means all federal, state, local or foreign laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Authorities, or court of competent jurisdiction, or other requirement or rule of law.

“Lease Assignment” means a lease assignment in substantially the form of Exhibit F annexed hereto to be executed by the applicable Seller and Buyer with respect to each Acquired Lease.

“Leased Property” means all the real property leased by Sellers and listed on Schedule 2.1(e), including, without limitation, broadcast tower sites, and at which any of the Stations is operated and/or which is used or useful in connection with the operation of the Acquired Business.

“Lenders” means “Lenders” as defined in the DIP Credit Agreement.

“Licenses” means the licenses, permits, applications, construction permits, special temporary authorities and other authorizations issued by or pending before the FCC that are used for the operation of the Stations, as set forth on Schedule 2.1(c), including, without limitation, the rights in and to the Stations’ call signs (provided, however, that Sellers’ trademark and other

intellectual property rights in such call signs shall be governed by Section 2.1(f) hereof and its related schedules).

“Lien” has the meaning given to that term in the Bankruptcy Code section 101(37).

“Local Marketing Agreement” means a Local Marketing Agreement in substantially the form of Exhibit G annexed hereto to be executed by Sellers and Buyer as set forth herein.

“Material Adverse Effect” means a state of facts, event, change or effect with respect to the Acquired Business, the Acquired Assets, the Assumed Liabilities or the enforceability of any Acquired Contract, that results in a material adverse effect on the Acquired Business or the value of the Acquired Assets, taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes or conditions affecting the television industry generally; (B) changes in economic, regulatory or political conditions generally; (C) the fact that a Person filed as a debtor pursuant to the Bankruptcy Code; or (D) any action of Sellers pursuant to any order of the Bankruptcy Court entered prior to the date hereof, including, without limitation, the transactions contemplated by this Agreement or any of the Ancillary Agreements or the announcement thereof; provided, however, that to the extent that any facts, events, changes, effects caused by events or changes or developments relating to matters set forth in clauses (A) and (B) affect the Acquired Business, the Acquired Assets or the Assumed Liabilities in a disproportionate manner when compared to the effect of the same on other Persons engaged in the industry in which the Acquired Business operates generally, then such facts and circumstances set forth in clauses (A) and (B) shall not be excluded in the determination of whether a Material Adverse Effect is or is reasonably expected to occur.

“Obligations” means the “Pre-Petition Secured Bank Claim” of the Lenders as defined in paragraph 25(e) of the Final DIP Order in the aggregate unpaid amount of \$329,073,933.03 as of the Petition Date.

“Orders” means the Sale Approval Order and the Bidding Procedures Order.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Acquired Business consistent with past practice through the date hereof, subject to any duties and restrictions imposed on Sellers under the Bankruptcy Code.

“Parties” has the meaning set forth in the Preamble.

“Permits” means, to the extent assignable, all certificates of occupancy, permits, authorizations and licenses used, useable, or useful in the operation of the Acquired Business or the use or enjoyment or benefit of the Acquired Assets.

“Permitted Encumbrances” mean:

- (a) Liens imposed by Law for Taxes that are not yet due or are being contested in good faith;
- (b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by Law, arising in the Ordinary Course of Business and securing obligations that

(i) are not overdue by more than ninety (90) days or are being contested in good faith and (ii) do not in the aggregate exceed \$25,000;

(c) pledges and deposits made in the Ordinary Course of Business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety or appeal bonds, performance bonds and other obligations of a like nature, in each case in the Ordinary Course of Business;

(e) judgment liens in respect of judgments that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Sellers, the Acquired Business or the Acquired Assets;

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on Real Property imposed by Law or arising in the Ordinary Course of Business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the Ordinary Course of Business of any Seller;

(g) any interest of a landlord in or to property of the tenant imposed by Law, arising in the Ordinary Course of Business and securing lease obligations that are not overdue by more than ninety (90) days or are being contested in good faith, or any possessory rights of a lessee to the leased property under the provisions of any Acquired Lease; and

(h) Liens of a collecting bank arising in the Ordinary Course of Business under Section 4-208 of the Uniform Commercial Code in effect in the relevant jurisdiction, provided, that the term "Permitted Encumbrances" shall not include any Lien securing indebtedness.

"Permitted Exceptions" has the meaning set forth in Section 4.4.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority or other entity.

"Petition Date" has the meaning set forth in the Recitals.

"Program Rights Agreement" means any Contract to broadcast television programs or shows as part of the Stations' programming, including all film and program barter agreements, sports rights agreements, news rights or service agreements and syndication agreements.

"Purchase Price" has the meaning set forth in Section 3.1.

"Real Property" means the real property owned by Sellers, if any, and described on Schedule 2.1(d), at which any Station is located or which is otherwise used or useful for the operation of the Acquired Business.

"Related Person" means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents,

professionals, attorneys, accountants, lenders, investment bankers or representatives of any such Person.

“Sale Approval Hearing” means the hearing to be held before the Bankruptcy Court in respect of the Sale Approval Motion, currently scheduled for December 16, 2008, at 2:00 p.m.

“Sale Approval Motion” means that certain Chapter 11 Trustee’s Motion for an Order Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, 6006 AND 9014 Approving (1) the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, (2) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (3) Certain Related Relief filed with the Bankruptcy Court on November 26, 2008 [Docket No. 612], seeking entry of the Sale Approval Order.

“Sale Approval Order” means an order, substantially similar in form and substance to the form of Exhibit C annexed hereto, issued by the Bankruptcy Court authorizing, to the maximum extent permitted by Sections 105, 363 and 365 of the Bankruptcy Code and other applicable Laws, (i) the sale, transfer, assignment, conveyance and delivery of the Acquired Assets to Buyer (or its successors or permitted assigns) free and clear of all Liens, Claims, Interests and Encumbrances other than Permitted Encumbrances and Permitted Exceptions, (ii) the assumption by Sellers and the assignment to Buyer of the Acquired Contracts and the Acquired Leases, and (iii) certain other relief, which Sale Approval Order shall be reasonably satisfactory, in form and substance, to Buyer and Sellers.

“Sellers” has the meaning set forth in the Preamble.

“Sellers’ Knowledge” means the actual knowledge of the Chapter 11 Trustee gained in the ordinary course of his duties without additional inquiry.

“Software” means any computer program, operating system, application, system, firmware or software of any nature, point of entry system, peripherals, and data whether operational, active, under development or design, non-operational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, tests scripts, user manuals and other documentation therefor, whether in machine-readable form, virtual machine-readable form, programming language, modeling language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, and all databases necessary or appropriate in connection with the operation or use of any such computer program, operating system, application, system, firmware or software.

“Stations” means those Stations listed on Schedule 2.1(b) that are being acquired by Buyer and constitute part of the Acquired Assets, together with, in the case of each such Station, the Real Property or Leased Property at which such Station is located, all inventory, FF&E and Improvements located thereon, any License or Permit used or useful in connection with the

operation of the Business at such Station, and all other property and assets located thereon or related thereto.

“Tax” or “Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, whether payable by reason of contract, assumption, transferee liability, operation of Law or Treasury Regulation section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under state, local or foreign Law), which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workmen’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Tax Code) and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Tower Facilities” has the meaning set forth in Section 4.8.

“Tradeout Agreement” means any Contract, other than film and program barter agreements, pursuant to which any Seller has agreed to sell or trade commercial air time or commercial production services of a Station in consideration for any property or services in lieu of, or in addition to, Cash.

“Transaction Taxes” has the meaning set forth in Section 7.1.

“Wind Down Budget” has the meaning set forth in Section 9.1(i).

ARTICLE 2 **PURCHASE AND SALE OF THE ACQUIRED ASSETS**

Section 2.1 Agreement to Purchase and Sell. At the Closing, and upon the terms and conditions herein, and subject to the approval of the Bankruptcy Court and pursuant to the Sale Approval Order, Sellers shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire, assume and accept from Sellers, free and clear of all Liens, Claims, Interests and Encumbrances, other than any Permitted Encumbrances and Permitted Exceptions, to the fullest extent permitted by sections 363 and 365 of the Bankruptcy Code and other applicable Law, all right, title, privilege and interest of Sellers in, to and under:

- (a) the Acquired Business;
- (b) the Stations set forth on Schedule 2.1(b);

- (c) the Licenses set forth on Schedule 2.1(c);
- (d) the Real Property set forth on Schedule 2.1(d);
- (e) the Leased Property set forth on Schedule 2.1(e);
- (f) the Intellectual Property set forth on Schedule 2.1(f)(1) (subject to any rights in the Intellectual Property licensed to a third party by Sellers prior to the Closing Date to the extent listed on Schedule 2.1(f)(2));
- (g) the Acquired Contracts set forth on Schedule 2.1(g);
- (h) all Permits useful or usable in the operation of the Stations as set forth on Schedule 2.1(h);
- (i) the Tower Facilities set forth on Schedule 2.1(i);
- (j) the Acquired Leases set forth on Schedule 2.1(j);
- (k) all other property or assets of the Sellers used, useful or usable in the operation of the Stations, including, without limitation, all vehicles, vehicle trailers, spare parts, inventory, FF&E, Improvements, goodwill associated with the Acquired Business, security and other deposits, Cash and accounts receivable;
- (l) all accounts receivable relating to the Acquired Business;
- (m) all Tax credits and other Tax attributes of Sellers relating to the Acquired Assets or the Acquired Business; and
- (n) all claims and causes of action relating to the business or operations of Sellers conducted prior to the Effective Date (excluding any claims or causes of action arising under Chapter 5 of the Bankruptcy Code and any claims or causes of action any Seller may have against the current or former employees, officers and directors of any Seller or against Harry Pappas, Stella Pappas, Alex Aretakis, or any of their immediate relatives) that Sellers may have against any entity, and any counterclaims, set-offs or defenses Sellers may have with respect to such claims and causes of action (together with clauses (a) through (m) above collectively, the "Acquired Assets");

provided, however, that (i) the Acquired Assets shall not include any of the Excluded Assets, (ii) Buyer shall have the right at any time prior to the Closing Date, (A) upon delivery of written notice to Sellers at least thirty (30) days prior to the Closing Date, to include in the Acquired Assets any asset of Sellers relating to the Acquired Business or the Stations not set forth on Schedules 2.1(a) - (j) as of the date hereof whereupon such asset shall become and be deemed an Acquired Asset, and (B) upon delivery of written notice to Sellers (i) at least fourteen (14) days prior to the Closing Date with respect to any Acquired Contract other than any Program Rights Agreement, and (ii) at least three (3) Business Days, but not more than fourteen (14) days with respect to any Program Rights Agreement, prior to the Closing Date, to exclude from the Acquired Assets any asset whereupon such asset shall become and be deemed an Excluded

Asset, and Schedules 2.1(a) - (j), Schedule 2.2 and Schedule 2.3(c) shall be amended, as appropriate, to reflect the inclusion or exclusion of such asset, obligation or liability, as the case may be, from the Acquired Assets; provided further, however, that if such Excluded Asset includes a Station, Tower Facility, Real Property or Lease, such Excluded Asset shall be deemed to include all FF&E associated with or deemed reasonably necessary by Sellers or the Trustee for the operation of such Station, Tower Facility, Real Property or Leased Property in the Ordinary Course of Business, (iii) Buyer shall incur no liability, and Sellers shall have no recourse against Buyer or any of its Affiliates, or any of their respective directors, officers, managers, shareholders, partners, members, employees, advisors, attorneys and agents, for any and all damages, losses, claims, liabilities and related costs and expenses, including attorneys' fees and disbursements, awarded against or incurred by Sellers, or any of them, arising out of or relating to the exercise by Buyer of its right under clause (ii) of this proviso, and (iv) in the event Buyer becomes the successful Back-Up Bidder for any Station that was originally contemplated to be acquired by a third-party at the auction conducted pursuant to the Bidding Procedures Order, such Station shall become part of the Acquired Assets and Schedules 2.1(a) - (j), Schedule 2.2 and Schedule 2.3(c) shall be amended, as appropriate to reflect that such Station (including the items enumerated in clauses (a) through (m) of the definition of Acquired Assets relating to such Stations) has been added to the Acquired Assets and the representations and warranties of Sellers set forth in Article IV and all other obligations of Sellers pursuant to this Agreement with respect to the Acquired Assets shall be deemed to apply to such Stations. **SUBJECT TO THE PROVISIONS OF ARTICLE 4 OF THIS AGREEMENT AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE ACQUIRED ASSETS AT CLOSING AND BUYER TAKES SUCH ACQUIRED ASSETS ON AN AS-IS / WHERE-IS BASIS.**

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. For all purposes of and under this Agreement, the term "Excluded Assets" includes:

(a) any asset of Sellers that otherwise would constitute an Acquired Asset but for the fact that it is conveyed, leased or otherwise disposed of, in the Ordinary Course of Business between the Execution Date and the Closing Date (provided, that if the value of any such assets, individually or in the aggregate, exceeds \$25,000, or unless such transfer is between Sellers, such conveyance, leasing or other disposal shall require the prior written consent of Buyer) or pursuant to an order of the Bankruptcy Court;

(b) any Station, Contract or other asset listed on Schedule 2.2 hereof or as to which Buyer provides written notice prior to the Closing Date, pursuant to Section 2.1 of this Agreement, to Sellers that such Station, Contract or other asset shall become an Excluded Asset, which written notice may be in the form of an amended Schedule 2.2 hereto;

(c) the rights of Sellers under this Agreement and all consideration payable or deliverable to Sellers under this Agreement;

(d) any claims or causes of action arising under Chapter 5 of the Bankruptcy Code; and

(e) any claim or causes of action any Seller may have against the current or former employees, officers and directors of any Seller or against Harry Pappas, Stella Pappas or Alex Aretakis, or any of their immediate relatives.

Section 2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume, pay, perform and discharge the following liabilities and obligations (the “Assumed Liabilities”):

(a) all of Sellers’ liabilities and obligations under the Acquired Contracts accruing on and after the Closing Date;

(b) all of Sellers’ liabilities and obligations under the DIP Credit Agreement;
and

(c) those specific liabilities and obligations of Sellers identified in Schedule 2.3(c) hereto.

Section 2.4 Excluded Liabilities. Buyer shall not assume or be liable for (i) any Claims, Liens, Encumbrances or Interests or any other liabilities and obligations of Sellers of any nature whatsoever, whether presently in existence or arising hereafter other than the Assumed Liabilities or (ii) any Cure Amounts due and owing under any Acquired Contract or Acquired Lease (the “Excluded Liabilities”).

ARTICLE 3 CONSIDERATION

Section 3.1 Purchase Price. The purchase price (“Purchase Price”) for the Acquired Business and the Acquired Assets shall be \$260,000,000, which shall be credited against the Obligations; provided, however, that (a) in the event Buyer and Sellers elect to exclude any Station or other asset from the Acquired Assets, the Purchase Price may be adjusted downward by the amount agreed by the Buyer and Sellers to reflect the exclusion of such Station or such excluded asset from the Acquired Assets, and (b) in the event Buyer becomes the successful Back-Up Bidder for any Station or Contract that was originally contemplated to be acquired by a third-party at the auction conducted pursuant to the Bidding Procedures Order, the Purchase Price shall be increased by the final amount that Buyer credit bid for such Station or Contract at the auction and such Station or Contract shall become part of the Acquired Assets.

Section 3.2 Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets in accordance with the instructions of Buyer. For all Tax purposes, Buyer and Sellers shall report the transactions contemplated in this Agreement in a manner consistent with such allocation, and no Party will take any position inconsistent therewith in any Tax Return or in any refund claim.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Buyer as of the date hereof and as of the Closing Date:

Section 4.1 Corporate Organization. Sellers are duly organized, validly existing and, as of December 9, 2008, in good standing, under the Laws of their respective states of organization and have the requisite corporate, company or partnership power and authority to own, lease and operate their properties and to carry on their businesses as now conducted.

Section 4.2 Authorization of Agreement. Subject to entry of the Sale Approval Order and authorization as is required by the Bankruptcy Court:

(a) Sellers have all requisite power and authority to execute and deliver this Agreement and each Ancillary Agreement to which any Seller is a party and to perform their respective obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and each Ancillary Agreement to which any Seller is a party, the performance of Sellers' obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, company or partnership action on the part of Sellers; and

(c) this Agreement and each Ancillary Agreement to which any Seller is a party have been duly and validly executed and delivered by Sellers, and (assuming the due authorization, execution and delivery by the other Parties hereto) this Agreement and each Ancillary Agreement to which any Seller is a party constitutes legal, valid and binding obligations of Sellers enforceable against Sellers in accordance with their respective terms, except as may be limited by bankruptcy or other Laws affecting creditors' rights and by equitable principles.

Section 4.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 4.3, the execution, delivery and performance by Sellers of this Agreement and each Ancillary Agreement, the consummation of the transactions contemplated hereby and thereby, or compliance by Sellers with any of the provisions hereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provisions of:

(i) Sellers' respective certificates of incorporation and bylaws or comparable organizational documents of Sellers;

(ii) subject to the FCC Consent and entry of the Sale Approval Order, any Acquired Contract, License or Permit to which a Seller is a party or by which any of the Acquired Assets of Sellers is bound;

(iii) subject to the FCC Consent and entry of the Sale Approval Order, any Order of any Governmental Authority applicable to Sellers or any of the properties or assets of Sellers as of the date hereof; or

(iv) subject to the FCC Consent and entry of the Sale Approval Order, any applicable Law, other than, in the case of clauses (i), (ii) and (iii), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) If the Sale Approval Order is entered and the FCC Consent is granted, except as set forth on Schedule 4.3, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of Sellers in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

Section 4.4 Title to Acquired Assets. Subject to the entry of the Sale Approval Order, upon Closing Buyer will be vested, to the maximum extent permitted by sections 363 and 365 of the Bankruptcy Code and other applicable Law, with good title to the Acquired Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than any permitted exceptions agreed to by the Parties and set forth on Schedule 4.4 hereto (the "Permitted Exceptions") and Permitted Encumbrances.

Section 4.5 Contracts. To the Seller's Knowledge, except as set forth on Schedule 4.5, the Acquired Contracts and the Acquired Leases include all Contracts material to the ownership and/or operation of the Acquired Business or any of the Stations or Acquired Assets. Except as set forth on Schedule 4.5, Sellers have not, and, to the best of Sellers' Knowledge, no other party to any Acquired Contract has, commenced any action against any of the parties to such Acquired Contract or given or received any written notice of any default or violation under any Acquired Contract that has not been withdrawn or dismissed except to the extent such default or violation will be cured as a result of the payment of the applicable Cure Amounts by Sellers. Except as set forth on Schedule 4.5, each Acquired Contract is, or will be upon the Closing, valid, binding and in full force and effect in accordance with its terms.

Section 4.6 Property. The Acquired Assets include all Real Property and Leased Property material to the ownership and/or operation of the Acquired Business or any of the Stations or the Acquired Assets. Except as set forth on Schedule 4.6, Sellers have not (a) received any notice of (i) default from a landlord of any Leased Property which default will not be cured as a result of the payment of the applicable Cure Amounts, or (ii) to the best of Sellers' Knowledge, any threatened or contemplated condemnation or eminent domain proceedings that would reasonably be expected to adversely affect the use of any Real Property as currently used by Sellers, or (b) delivered notice as landlord of any Real Property of a default under a lease related thereto. Sellers are not a "foreign person" within the meaning of section 1445(f)(3) of the Tax Code.

Section 4.7 Licenses.

(a) Schedule 2.1(b) includes an accurate and complete list of all Licenses to be transferred by Sellers to Buyer under this Agreement. To Sellers' Knowledge, each License is in full force and effect, and the specified License Holder is the authorized legal holder thereof. To Sellers' Knowledge, the Licenses listed on Schedule 2.1(b) constitute substantially all of the licenses and authorizations required under the Communications Act or the current rules, regulations and policies of the FCC for the Stations' operations and none of the Licenses is undergoing any form of review or proceeding. Schedule 4.7(a)(i) lists those FCC proceedings that to Sellers' Knowledge are pending or threatened to revoke, rescind, cancel, refuse to renew, condition, or adversely modify any License. To Seller's Knowledge, except as may be reflected on Schedule 4.7(a)(ii), the License of each full-power, low power, and Class A Station has been renewed in the current FCC renewal cycle. To Sellers' Knowledge, the Stations are being operated substantially in accordance with the Licenses and the Communications Act and the current rules, regulations and policies of the FCC.

(b) To Sellers' Knowledge, Schedule 2.1(c) sets forth a true, correct and complete list of any and all pending applications filed with the FCC with respect to the Stations, true, correct and complete copies of which have been delivered by Seller to Buyer.

(c) Each Station currently is in compliance with all requirements and deadlines related to such Station's conversion to digital television. To Sellers' Knowledge, no Seller is subject to any sanctions with respect to such digital conversion for each Station, nor are sanctions against any Seller pending or threatened with respect to such digital conversion, and except as set forth in Schedule 4.7(c), Sellers know of no reason that any full-power Station will not be operating on and after February 17, 2009 with such Station's full authorized post-transition digital television facilities. Sellers have not taken any actions to convert Sellers' low-power and Class A Stations to digital operations.

(d) As set forth on Schedule 4.7(a)(ii), applications for renewal of the Licenses for certain of the Stations remain pending. Sellers will use their commercially reasonable efforts to prosecute such applications. In order to facilitate the transactions contemplated by this Agreement, Sellers will, promptly after the date hereof, enter into one or more agreements with the FCC to toll the applicable statute of limitation with respect to complaints pending against a Station, if necessary to receive a grant of such Station's License renewal application and the FCC Consent without material delay; provided that such tolling agreement(s) be comprised of commercially reasonable terms and that such agreement(s) not require Sellers to make or agree to financial commitments or to make monetary deposits to be held pending the outcome of such complaints.

Section 4.8 Tower Facilities.

(a) Schedule 2.1(i) lists all non-de minimus equipment that is, to Sellers' Knowledge, located at, or otherwise used in the operation of, each of the transmitter site facilities of the Stations, including, but not limited to, all antennas, transmitters, transmission lines, auxiliary generators, ancillary equipment, racks, spare parts, and maintenance tools used for all full-service, Class A and low-power analog Stations, and auxiliary broadcast (including both

transmit and received ends) stations (the “Tower Facilities”). To Sellers’ Knowledge, all items of the Tower Facilities that are a part of this transaction are in good operating condition (ordinary wear and tear excepted), except as otherwise set forth in Schedule 2.1(i).

(b) Schedule 2.2 lists equipment and other items which are specifically not included as part of the Tower Facilities and which are deemed to be Excluded Assets.

Section 4.9 Insurance. To Sellers’ Knowledge, Schedule 4.9 is a true, correct and complete list of all insurance policies with respect to the Stations. To Sellers’ Knowledge, all policies of insurance set forth on Schedule 4.9 are in full force and effect, and Seller is not in default of any provision thereof.

Section 4.10 Conduct of Business in Ordinary Course. Except as set forth on Schedule 4.10, from the Appointment Date through the date of this Agreement, other than the commencement of the Bankruptcy Cases and acts related thereto, Sellers have operated the Acquired Business and the Stations in the Ordinary Course of Business.

Section 4.11 Intentionally Deleted.

Section 4.12 Litigation. Except as set forth on Schedule 4.12 and except for commencement of the Bankruptcy Cases, there is no material litigation, action, claim, suit, proceeding, investigation, examination, hearing, arbitration, inquiry or subpoena (collectively, “Actions”), pending or, to Sellers’ Knowledge, threatened against any Seller or any property or asset of Sellers or which could give rise to or increase an Assumed Liability. Except as set forth on Schedule 4.12 and except for commencement of the Bankruptcy Cases, Sellers are not subject to any judgment, decree, injunction, rule or order of any court, arbitration panel or other Governmental Authority that relates to the Acquired Business, the Stations or the Acquired Assets.

Section 4.13 Tax Returns; Taxes. Except as such payment or any enforcement action is stayed as a result of the Bankruptcy Cases and except as set forth on Schedule 4.15:

(a) To the Seller’s Knowledge since the Appointment Date, income Tax Returns required to have been filed by Sellers have been duly filed;

(b) To Sellers’ Knowledge, except for a sales and use Tax audit presently being conducted by the State of Nebraska, (i) no federal or state income Tax Return audits are pending with respect to any Seller and (ii) Sellers have not received written notice from any Governmental Authority of future federal or state income Tax Return audits;

(c) To Sellers’ Knowledge, there are no material liens with respect to Taxes (other than Permitted Encumbrances) upon any of the Acquired Assets, other than Liens for Taxes not yet due and payable; and

(d) To Sellers’ Knowledge, Sellers have not (i) waived any statute of limitations in respect of any Tax Returns that have not been filed as of the Execution Date or (ii) agreed to any extension of time with respect to the assessment of Taxes for which such Taxes have not been paid as of the Execution Date.

Section 4.14 Warranties Are Exclusive; Remedies for Breach. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 4, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR OPERATIONS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN “AS IS, WHERE IS” BASIS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH PARTY’S SOLE REMEDY IN THE EVENT OF A BREACH OF ANY REPRESENTATION OF ANY OTHER PARTY HERETO IS TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH SECTION 11.1(f) OF THIS AGREEMENT.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

Section 5.1 Corporate Organization. Buyer is a Delaware limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority to own its properties and assets and to conduct its businesses as now conducted.

Section 5.2 Authorization and Validity. Buyer has, or on the Closing Date will have, all requisite power and authority to enter into this Agreement and any Ancillary Agreement to which Buyer is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which Buyer is or will become a party and the performance of Buyer’s obligations hereunder and thereunder have been, or on the Closing Date will be, duly authorized by all necessary action by the Manager of Buyer, and no other corporate proceedings on the part of Buyer are necessary to authorize such execution, delivery and performance. This Agreement and each Ancillary Agreement to which Buyer is or will become a party have been, or on the Closing Date will be, duly executed by Buyer and constitute, or will constitute, when executed and delivered, Buyer’s valid and binding obligations, enforceable against it in accordance with its terms, except as may be limited by bankruptcy or other Laws affecting creditors’ rights and by equitable principles.

Section 5.3 No Conflict or Violation. Subject to the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and any Ancillary Agreement to which Buyer is or will become a party do not and will not (i) violate or conflict with any provision of the organizational documents of Buyer, (ii) violate any provision of Law, or any order, judgment or decree of any court or Government applicable to Buyer or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract to which Buyer is party or by which Buyer is bound.

Section 5.4 Consents and Approvals. Except for the FCC Consent and the Sale Approval Order, approvals, if any, required under the HSR Act, and as set forth on Schedule 5.4, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Government is required in connection with the execution and delivery by Buyer of this Agreement and each Ancillary Agreement to which Buyer is or will become a party or the performance by Buyer of its obligations hereunder or thereunder.

Section 5.5 Litigation. There is no action, suit, proceeding or claim which is pending or, to Buyer's knowledge, threatened in any court or by or before any Governmental Authority which would affect Buyer's ability to perform its obligations under this Agreement.

ARTICLE 6

COVENANTS AND OTHER AGREEMENTS

Section 6.1 Pre-Closing Covenants of Sellers. Sellers covenant to Buyer that, during the period from the Execution Date through and including the Closing Date or the earlier termination of this Agreement:

(a) Cooperation. Sellers shall use commercially reasonable efforts to obtain, and assist Buyer in obtaining, all consents required for the sale and assignment of the Acquired Assets.

(b) Access to Records and Properties. Buyer shall be entitled, and Sellers shall permit Buyer, to conduct an investigation of the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Acquired Business and the Acquired Assets consistent with the transactions contemplated herein. Sellers shall (i) provide Buyer appropriate access at reasonable times and upon reasonable notice to the facilities, offices and personnel of Sellers and to the books and records of Sellers, related to the Acquired Business and the Acquired Assets, including access to perform field examinations and inspections of inventory, facilities and equipment; (ii) furnish Buyer with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations as Buyer shall reasonably request; (iii) provide Buyer with all customary documents, certificates and instruments required to issue any title insurance to be obtained by Buyer; and (iv) permit Buyer to make such reasonable inspections and copies thereof as Buyer may require; provided, however, that Buyer shall use commercially reasonable efforts to prevent any such inspection from unreasonably interfering with the operation of the Acquired Business or the duties of any employee of Sellers. Buyer shall take reasonable steps to (i) ensure that Buyer shall not review any information contained on any email servers reviewed or accessed by Buyer which is not related to the Acquired Business and (ii) preserve such information.

(c) Contracts. In the event Buyer identifies a Contract that would not otherwise be an Acquired Contract or Acquired Lease at any time prior to the Closing Date and Buyer desires that such Contract shall be an Acquired Contract or Acquired Lease, as applicable, then upon Buyer's amendment of the schedules hereto to include such Contract as an Acquired Contract or Acquired Lease, as applicable, Sellers shall use reasonable efforts to obtain an order of the Bankruptcy Court providing for the assumption, sale and assignment to Buyer of the

Contract, Sellers shall pay any Cure Amounts associated with such Contract, and Buyer shall bear no expense or pay any additional Purchase Price with respect thereto.

(d) Operation of Business. From the Execution Date through the Effective Date (as defined in the Local Marketing Agreement) of the Local Marketing Agreement, Sellers shall use commercially reasonable efforts, except as otherwise required, authorized or restricted pursuant to an order of the Bankruptcy Court, to operate the Acquired Business in the Ordinary Course of Business. Sellers shall use commercially reasonable efforts to (1) preserve intact their respective business organizations, (2) maintain the Acquired Business, (3) keep available the services of their respective officers and employees, (4) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, customers and others having business relationships with Sellers in connection with the operation of the Acquired Business and (5) pay all of their post-petition obligations (including to vendors) in the Ordinary Course of Business. Without limiting the generality of the foregoing, and except (A) as otherwise expressly provided in or contemplated by this Agreement, or (B) required, authorized or restricted pursuant to an order of the Bankruptcy Court, on or prior to the Effective Date (as defined in the Local Marketing Agreement) of the Local Marketing Agreement, Sellers may not, without the prior written consent of Buyer:

(i) modify in any manner the compensation of any of the Employees, or accelerate the payment of any such compensation (other than in the Ordinary Course of Business or such that the liability associated with such modification is excluded from the Assumed Liabilities) or enter into, amend or terminate any employment, bonus, severance or retirement contract or arrangement;

(ii) engage any new Employee other than in the Ordinary Course of Business; provided, however, that Sellers shall not engage any new Employee whose aggregate annual compensation exceeds \$25,000;

(iii) remove or permit to be removed from any building, facility, or real property any Acquired Asset (other than in the Ordinary Course of Business);

(iv) sell, lease or otherwise dispose of, mortgage, hypothecate or otherwise encumber any Acquired Asset (other than in the Ordinary Course of Business);

(v) amend, waive rights under, terminate or renew any Contract;

(vi) fail to pay any required filing, processing or other fee, and use commercially reasonable efforts to maintain the validity of Sellers' rights in, to or under any Intellectual Property;

(vii) fail to use commercially reasonable efforts to maintain all Licenses and Permits of Sellers;

(viii) make any unusual or extraordinary efforts to collect any outstanding accounts receivable or intercompany obligation, liability or indebtedness, give any discounts or concessions (including, without limitation, make-goods or other free advertising time) for early payment of such accounts receivable or intercompany obligation, liability or

indebtedness, other than the usual discounts given by the Acquired Business in the Ordinary Course of Business and make any sales of, or convey any interest in, any accounts receivable or intercompany obligation, liability or indebtedness to any third party;

(ix) other than transactions pursuant to agreements or arrangements in effect on the Petition Date as set forth on Schedule 6.1, engage in any transaction with any Affiliate, Related Person, subsidiary, shareholder, officer or director of any Seller, incur or assume any long-term or short-term debt with or on behalf of any such Person, or guarantee, endorse or otherwise be liable or responsible (whether directly, indirectly, contingently or otherwise) for the obligations of any such Person;

(x) make any change in their method of accounting, except in accordance with generally accepted accounting principles in effect from time to time in the United States;

(xi) enter into any Contract that would survive the Closing;

(xii) enter into any Tradeout Agreement or Program Rights Agreement;

(xiii) operate the Acquired Business or the Stations other than in compliance with all applicable Laws, and

(xiv) agree, whether in writing or otherwise, to do any of the foregoing.

(e) Financial Information. From the Execution Date through the Effective Date (as defined in the Local Marketing Agreement) of the Local Marketing Agreement, Sellers shall furnish to Buyer the financial statements and other information required to be delivered by the Borrower (as defined in the DIP Credit Agreement) to the Administrative Agent (as defined in the DIP Credit Agreement) pursuant to, and in accordance with, the delivery deadlines set forth in Section 5.01 of the DIP Credit Agreement. For the avoidance of doubt, nothing in this provision shall limit or otherwise restrict the obligations of Sellers under the DIP Credit Agreement.

(f) Notice of Certain Events. Sellers shall promptly notify Buyer of, and furnish Buyer with any information it may reasonably request with respect to the occurrence of, any event or condition or the existence of any fact that would reasonably be expected to cause any of the conditions to Sellers' obligations to consummate the transactions contemplated by this Agreement or by any Ancillary Agreement not to be fulfilled. Without limiting the foregoing, Sellers shall, promptly on receipt, deliver to Buyer copies of all notices, reports, demands, claims, appraisals, and similar information supplied by any Person asserting a Lien or by any Governmental Authority in respect of any of the Acquired Assets, or their ownership or operation.

Section 6.2 Pre-Closing Covenants of Buyer. Buyer covenants to Sellers that, during the period from the date of this Agreement through and including the Closing Date or the earlier termination of this Agreement:

(a) Cooperation. Buyer shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby.

(b) Adequate Assurances Regarding Acquired Contracts and Acquired Leases and Required Orders. With respect to each Acquired Contract and Acquired Lease, Buyer shall provide adequate assurance of the future performance of such Acquired Contract and Acquired Lease by Buyer as required by sections 365(b)(1)(C) and/or 365(f)(2)(B), as applicable. Buyer shall take such actions as may be reasonably requested by Sellers to assist Sellers in obtaining the Bankruptcy Court's entry of the Sale Approval Order and any other order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.

(c) Licenses and Permits. Buyer shall use commercially reasonable efforts to cooperate with Sellers to obtain or consummate the transfer to Buyer of any License or Permit that is required in order for Buyer to own or operate the Acquired Assets under applicable Laws.

(d) Notice of Certain Events. Buyer promptly shall notify Sellers of, and furnish Sellers with, any information that Sellers reasonably may request with respect to, the occurrence of any event or condition or the existence of any fact that reasonably would be expected to cause any of the conditions to Buyer's obligations to consummate the transactions contemplated by this Agreement or by any Ancillary Agreement not to be fulfilled.

Section 6.3 Other Covenants of Sellers and Buyer.

(a) Disclosure Schedules and Supplements. Sellers, on the one hand, shall notify Buyer of, and Buyer on the other hand, shall notify Sellers of, and shall supplement or amend the disclosure schedules (the "Schedules") to this Agreement with respect to, any matter that (i) arises after the Execution Date and that, if existing or occurring at or prior to such delivery of the Schedules, would have been required to be set forth or described in the Schedules to this Agreement or (ii) makes it necessary to correct any information in the Schedules to this Agreement or in any representation and warranty of Sellers or Buyer, as applicable, that has been rendered inaccurate thereby. Each such notification and supplementation, to the extent known, shall be made no later than two (2) Business Days after discovery thereof and no later than three (3) days before the date set for the Closing by the Parties; provided, however, that no such supplement or amendment to the Schedules to this Agreement shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement. Notwithstanding anything to the contrary in this Section 6.3 or in any other Section of this Agreement, the Schedules to the Agreement shall be amended as of the Closing to properly reflect any Stations or Contracts that have been (x) excluded from the Acquired Assets in accordance with clause (ii) of the proviso of Section 2.1, or (y) included as part of the Acquired Assets in accordance with clause (iii) of the proviso of Section 2.1 and Section 3.1.

(b) Section 363(b)(1)(A). Buyer shall honor and observe any and all policies of the Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals and otherwise comply with the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

(c) Local Marketing Agreement. Buyer and Sellers shall enter into the Local Marketing Agreement immediately upon entry of the Sale Approval Order.

(d) Critical Vendors.

(i) Within forty five (45) days following entry of the Sale Approval Order, Buyer shall deliver to Sellers a schedule of vendors that in Buyer's judgment are necessary and critical to the Acquired Business (the "Critical Vendors").

(ii) Sellers covenant and agree that they shall not, at any time, bring any claim or cause of action arising under Chapter 5 of the Bankruptcy Code, and shall dismiss any such claim or cause of action if brought, against any Critical Vendor. Sellers also covenant and agree that they shall take all actions reasonably requested by Buyer to ensure that no such claim or cause of action is brought against any Critical Vendor.

Section 6.4 FCC Consent.

(a) The assignment of the Licenses from the License Holders to Buyer as contemplated by this Agreement is subject to the prior consent and approval of the FCC.

(b) License Holders shall prepare for filing with the FCC License Holders' portion of the Assignment Applications requesting the FCC's consent to the assignment of the Licenses from the respective License Holders to Buyer by no later than five (5) days following the entry of the Sale Approval Order, and License Holders and Buyer shall file the Assignment Applications as soon as reasonably practicable following the entry of the Sale Approval Order. The Parties thereafter shall prosecute the Assignment Applications with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain the grant of the Assignment Applications as expeditiously as practicable. Each Party hereto will promptly provide to the other Party hereto a copy of any pleading, order or other document served on it relating to the Assignment Applications.

(c) Each Party hereto agrees to comply with any condition imposed on it by any FCC Consent, except that Buyer shall not be required to comply with any such condition if compliance with the condition would have a material adverse effect upon Buyer. Buyer and Sellers shall cooperate with each other in opposing any petitions to deny or other objections filed with respect to any application for FCC Consent and any requests for reconsideration or review of any FCC Consent.

(d) If the Closing shall not have occurred for any reason within the original effective period of any FCC Consent, and none of the Parties validly shall have terminated this Agreement under Article 11, the Parties hereto jointly shall request an extension of the effective period of such FCC Consent. No extension of the effective period of any FCC Consent shall limit the exercise by any Party hereto of its right to terminate this Agreement under Article 11. All FCC filing fees shall be paid by Buyer.

Section 6.5 HSR Approval.

(a) If necessary, Sellers and the Buyer shall (i) make or cause to be made all filings required of each of them or any of their respective Subsidiaries or Affiliates under the HSR Act or other Antitrust Laws with respect to the transactions contemplated hereby as promptly as practicable and, in any event, within thirty (30) days after the date of this Agreement in the case of all filings required under the HSR Act or by other Antitrust Laws, (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents or other materials received by each of them or any of their respective Subsidiaries from the Federal Trade Commission (the “FTC”), the Antitrust Division of the United States Department of Justice (the “Antitrust Division”) or any other Governmental Body in respect of such filings or such transactions and (iii) cooperate with each other in connection with any such filing (including, without limitation, to the extent permitted by applicable Law, providing copies of all such documents to the non-filing Parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction. Each such Party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated by this Agreement. Each such Party shall promptly inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. To the fullest extent reasonably practicable, no Party hereto shall independently participate in any meeting with any Governmental Body in respect of any such filings, investigation or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. Subject to applicable Law, the Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and the Buyer may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other hereunder “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or the Buyer, as the case may be).

(b) Each of the Buyer and Sellers shall use its commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the transactions contemplated by this Agreement under the Antitrust Laws. In connection therewith, if any legal proceeding is instituted (or threatened in writing to be instituted) challenging that any transaction contemplated by this Agreement is in violation of any Antitrust Law, each of the Buyer and Sellers shall cooperate and use its commercially reasonable efforts to contest and resist any such legal proceeding, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement, including by pursuing all reasonably available avenues of

administrative and judicial appeal and all reasonably available legislative action, unless, by mutual agreement, the Buyer and Sellers decide that litigation is not in their respective best interests. Each of the Buyer and Sellers shall use its commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act, or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. Nothing stated in this Agreement shall require the Buyer or any of its Affiliates to sell, divest, dispose or hold separate any Acquired Assets or Assumed Liabilities or any portion of the Acquired Business or otherwise take or commit to take any action or assume any material obligation or liability to obtain termination of the waiting period under the HSR Act or other Antitrust Laws or any other consents or approvals required to be obtained to consummate the Closing.

ARTICLE 7

TAXES AND RECORDS

Section 7.1 Taxes Related to Purchase of Acquired Assets. All Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, and all recording and filing fees (collectively, "Transaction Taxes") that are imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, shall be borne by Sellers, including, without limitation, all Taxes that Sellers incur relating to income Taxes or capital gains. Buyer and Sellers shall cooperate to (a) determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, (b) provide all requisite exemption certificates and (c) prepare and file any and all required Tax Returns for or with respect to such Transaction Taxes with any and all appropriate Government taxing authorities.

Section 7.2 Cooperation on Tax Matters and Retention of Records.

(a) Buyer and Sellers shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any Government relating to Tax matters.

(b) Buyer shall retain possession of, and preserve unchanged, all accounting, business, financial and Tax records and information, including, but not limited to, any emails, (i) relating to the Acquired Business, the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Business, Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least five years from the Closing Date. Buyer shall take reasonable steps to ensure that information contained on any email servers acquired by Buyer which is not related to the Acquired Business shall be preserved by Buyer and made available to Sellers, upon request; provided, that Buyer shall not review any such information. Buyer shall give Sellers written notice and a reasonable opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period.

In addition, from and after the Closing Date, Buyer shall provide access to Sellers and its Related Persons to the books, records, documents and other information relating to the Acquired Business, the Acquired Assets or the Assumed Liabilities as Sellers may reasonably deem necessary to (i) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding or answer or (ii) administer or complete any of the Bankruptcy Cases, other than, in any case, with respect to or in support of any "Investigation" or "Challenge," each as defined in the Final DIP Order. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Business, the Acquired Assets or the Assumed Liabilities; provided, however, that such access will be provided subject to advance notice and in a manner that does not interfere with Buyer's operation of the Acquired Business.

Section 7.3 Waiver of Bulk Sales Laws. To the greatest extent permitted by applicable Law, Buyer and Sellers hereby waive compliance by Buyer and Sellers with the terms of any bulk sales or similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Buyer shall indemnify Sellers from and hold Sellers harmless from and against any liabilities, damages, costs and expenses (including, without limitation, attorneys' fees) resulting from or arising out of (i) the Parties' failure to comply with any such bulk sales Laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Sale Approval Order shall exempt Sellers and Buyer from compliance with any such Laws.

ARTICLE 8

BANKRUPTCY COURT MATTERS

Section 8.1 Sale Approval Order. Sellers agree to diligently prosecute the Sale Approval Motion and seek entry of the Sale Approval Order by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Approval Order and a finding of adequate assurance of future performance by Buyer, including, without limitation, furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement, the Acquired Contracts and the Acquired Leases, demonstrating that Buyer is a "good faith" purchaser under section 363(m), or any other section, of the Bankruptcy Code, and demonstrating the Purchase Price was not controlled by an agreement in violation of Section 363(n) or any other section of the Bankruptcy Code. In addition, the Sale Approval Order shall provide, among other things, that (i) Sellers shall be authorized and directed to pay the Cure Amounts at the Closing, (ii) thirty (30) days prior to Closing, and subject to Buyer's rights under Section 2.1, Buyer will verify that it will assume the Acquired Contracts and the Acquired Leases, (iii) Sellers shall be authorized to assume and assign the Acquired Contracts and the Acquired Leases to Buyer effective upon the Closing, and (iv) Sellers shall be authorized to enter into the Local Marketing Agreement. In the event that the entry of the Sale Approval Order shall be appealed, Sellers and Buyer shall use their respective reasonable efforts to defend such appeal; provided that Sellers and Buyer shall be obligated to consummate the transactions contemplated by this Agreement notwithstanding such appeal provided that no stay pending appeal then is in effect.

Section 8.2 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids (each, a “Competing Bid”). From the date hereof (and any prior time) and until the completion of the auction contemplated hereby or as otherwise directed by the Bankruptcy Court, Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates, agents and representatives) in connection with any sale or other disposition of the Acquired Assets. In addition, Sellers shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Acquired Assets and perform any and all other acts related thereto that are required under the Bankruptcy Code or other applicable Law, including supplying information relating to the Acquired Business and the assets of Sellers to prospective buyers.

ARTICLE 9 **CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES**

Section 9.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Sections 9.1(d) and (e)) may be waived by Sellers, in their sole and absolute discretion:

(a) Representations and Warranties of Buyer. The representations and warranties of Buyer made in Article 5 of this Agreement, in each case, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made by Buyer as of the Closing Date, except to the extent representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date.

(b) Performance of the Obligations of Buyer. Buyer shall have performed all obligations required under this Agreement or any Ancillary Agreement to which it is party that are to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price, which shall be paid in accordance with the terms of this Agreement).

(c) Bankruptcy Court Approval. The Sale Approval Order shall have been entered and shall not be subject to a stay.

(d) FCC Consent. The FCC Consent shall have been granted.

(e) HSR Approval. If applicable, the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or early termination shall have been granted and the consents, notices, reports and other filings required to be made or obtained pursuant to those other Antitrust Laws in connection with the transactions contemplated hereby at or prior to Closing shall have been made or obtained.

(f) No Violation of Orders. No preliminary or permanent injunction or other order of any court or Government that declares this Agreement invalid or unenforceable in any

material respect or that prevents the consummation of the transactions contemplated hereby shall be in effect.

(g) Closing Deliveries. Buyer shall have made the deliveries contemplated under Section 10.3.

(h) Assumption, Sale and Assignment of Contracts. The Contracts designated hereunder as Acquired Contracts and Acquired Leases shall be so assumed, sold and assigned to Buyer by order of the Bankruptcy Court.

(i) Wind Down Budget. Buyer and Sellers shall have agreed to a mutually satisfactory wind down budget to fund certain post-Closing expenses of the Trustee in connection with winding down Sellers' estate, which budget shall be filed with the Bankruptcy Court (the "Wind Down Budget").

(j) Closing Costs. Sellers shall have sufficient cash-on-hand, or there shall be sufficient availability under the DIP Credit Agreement, for Sellers to close the transactions contemplated hereby, including, without limitation, sufficient cash to pay Cure Amounts and Taxes as contemplated hereby; provided, however, that if Sellers do not have sufficient cash-on-hand and if there is insufficient availability under the DIP Credit Agreement, Buyer and Sellers shall work together in good faith to address any such insufficiency.

For avoidance of doubt, there shall be no conditions precedent to Sellers' obligation to consummate the transactions contemplated by this Agreement, except for those conditions precedent specifically set forth in this Section 9.1.

Section 9.2 Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Sections 9.2(c) and (e)) may be waived by Buyer, in its sole and absolute discretion:

(a) Representations and Warranties of Sellers. The representations and warranties of Sellers made in Article 4 of this Agreement shall be true and correct as of the Execution Date and as of the Closing Date as though made by Sellers as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date.

(b) Performance of the Obligations of Sellers. Sellers shall have performed all obligations required under this Agreement or any Ancillary Agreement to which they are a party that are to be performed by them on or before the Closing Date.

(c) Bankruptcy Court Approval. The Sale Approval Order shall have been entered and shall not be subject to a stay.

(d) FCC Consent. The FCC Consent shall have been granted without any condition which would have a material adverse effect upon Buyer, and, in Buyer's sole and absolute discretion, such FCC Consent shall have become a Final FCC Order.

(e) HSR Approval. If applicable, the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or early termination shall have been granted and the consents, notices, reports and other filings required to be made or obtained pursuant to those other Antitrust Laws in connection with the transactions contemplated hereby at or prior to Closing shall have been made or obtained.

(f) No Violation of Orders. No preliminary or permanent injunction or other order of any court or Government that declares this Agreement invalid in any material respect or prevents the consummation of the transactions contemplated hereby shall be in effect.

(g) No Suit or Proceeding. No suit or other proceeding shall be pending before any court or Governmental Authority seeking to restrain or prohibit or declare illegal the transactions contemplated by this Agreement or seeking damages in respect thereof.

(h) Closing Deliveries. Sellers shall have made the deliveries contemplated under Section 10.2.

(i) Assumption, Sale and Assignment of Contracts. The Contracts designated hereunder as Acquired Contracts and Acquired Leases shall be so assumed, sold and assigned to Buyer by order of the Bankruptcy Court satisfactory to Buyer and Sellers shall have paid the Cure Amounts associated with such Acquired Contracts and Acquired Leases.

(j) Wind Down Budget. Buyer and Sellers shall have agreed to the Wind Down Budget.

For avoidance of doubt, there shall be no conditions precedent to Buyer's obligation to consummate the transactions contemplated by this Agreement, except for those conditions precedent specifically set forth in this Section 9.2.

ARTICLE 10 **CLOSING AND DELIVERIES**

Section 10.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place at the offices of Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 at 10:00 a.m., New York time, on the first Business Day that is the later of (i) eleven (11) days following entry of the Sale Approval Order with no stay in effect or (ii) two Business Days following receipt of the FCC Consents, or on such other date or at such other place and time as may be mutually agreed to by the Parties (the "Closing Date"). All proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

Section 10.2 Sellers' Deliveries. At the Closing,

(a) the sale, transfer, assignment, conveyance and delivery by Sellers of the Acquired Assets to Buyer shall be effected by the execution and delivery by Sellers of (i) the Bill of Sale and Assignment, (ii) the Assumption Agreement, (iii) a Lease Assignment with respect to each Leased Property, (iv) such special or limited warranty deeds, as applicable, conveying the Real Property, (v) certificates executed by each Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Tax Code, (vi) Sellers' disclosure schedules to this Agreement; (vii) a certificate of an authorized officer of each Seller certifying as to the matters set forth in Section 9.2(a) and Section 9.2(b); and (viii) additional bills of sale, endorsements, assignments and other instruments of transfer and conveyance reasonably satisfactory in form and substance to counsel for Buyer;

(b) Sellers shall deliver all keys to the Stations that are included in the Acquired Assets, combinations to any safes thereon and passwords for all computers thereon and any security devices therein; and

(c) Sellers shall deliver to Buyer evidence, in form and substance reasonably acceptable to Buyer, that each Seller has obtained all consents, approvals, authorizations, qualifications of all third parties, as described in Schedule 4.3 hereof, required in connection with this Agreement and for the consummation of the transactions contemplated hereunder (including consents to the assignment of the Acquired Contracts); provided, however, that with respect to Acquired Contracts, no consent of any third party shall be required if, under the Bankruptcy Code and applicable Law, the Acquired Contract may be assigned without obtaining such consent.

Section 10.3 Buyer's Deliveries. At the Closing,

(a) Buyer shall credit the Purchase Price against the Obligations;

(b) Buyer shall execute and deliver to Sellers the Assumption Agreement; and

(c) Buyer shall execute and deliver to Sellers such other instruments of assignment and assumption of Acquired Contracts reasonably satisfactory in form and substance to counsel for Sellers.

ARTICLE 11
TERMINATION

Section 11.1 Conditions of Termination. This Agreement may be terminated only in accordance with this Section 11.1. This Agreement may be terminated at any time before the Closing as follows:

(a) By mutual written consent of Sellers and Buyer;

(b) By Sellers, by written notice to Buyer, if Sellers have previously provided Buyer with notice of any inaccuracy of any representation or warranty of Buyer contained in

Article 5, which inaccuracy would reasonably be expected to result in, individually or in the aggregate with the results of other inaccuracies, the conditions set forth in Section 9.1 not being satisfied, or notice of a failure to perform any covenant of Buyer contained in this Agreement or any Ancillary Agreement to which Buyer is party, and Buyer has failed, within ten (10) Business Days after such notice, to remedy such inaccuracy or perform such covenant or provide reasonably adequate assurance to Sellers of Buyer's ability to remedy such inaccuracy or perform such covenant; provided, however, that Sellers shall not have the right to terminate this Agreement under this Section 11.1(b) if Sellers are then in breach of this Agreement;

(c) By Buyer at any time prior to the conclusion of the Auction (as defined in the Bidding Procedures Order);

(d) By Buyer, if the Bankruptcy Court enters an order approving the sale of any portion of the Acquired Assets to any Person other than Buyer without the consent of Buyer and the Lenders;

(e) Intentionally deleted;

(f) By Buyer, by written notice to Sellers, if Buyer has previously provided Sellers with notice of any inaccuracy of any representation or warranty of Sellers contained in Article 4, which inaccuracy would reasonably be expected to result in, individually or in the aggregate with the results of other inaccuracies, the conditions set forth in Section 9.2 not being satisfied, or notice of a failure to perform any covenant of Sellers contained in this Agreement or any Ancillary Agreement to which any of Sellers is party, and Sellers have failed, within ten (10) Business Days after such notice, to remedy such inaccuracy or perform such covenant or provide reasonably adequate assurance to Buyer of Sellers' ability to remedy such inaccuracy or perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 11.1(f) if Buyer is then in breach of this Agreement;

(g) Automatically, if the Bankruptcy Court enters an order approving the sale of all of the Acquired Assets to any Person other than the Buyer and such transaction is consummated; or

(h) By Seller or Buyer, upon written notice to the other Party, in the event that the Closing has not taken place on or before the date that is twelve (12) months from the date on which the Assignment Applications were accepted for filing by the FCC or if the Parties shall not have obtained the FCC Consent within one year of filing the FCC Application; provided, that Buyer may, in its sole and absolute discretion, extend such termination date by up to an additional twelve (12) months; provided further, no Party may terminate this Agreement pursuant to the terms of this Section 11.1(h) if the failure described above is the result of any action or inaction by such Party.

Section 11.2 Effect of Termination. In the event of termination pursuant to Section 11.1, this Agreement shall become null and void and have no effect (other than those provisions of Article 11 and Article 12 that expressly survive termination), and neither Party shall have any liability to the other.

ARTICLE 12
MISCELLANEOUS

Section 12.1 Survival. No representations, warranties, covenants and agreements of Sellers and Buyer made in this Agreement shall survive the Closing Date except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for obligations extending after the Closing, including, without limitation, Buyer's assumption of the Assumed Liabilities.

Section 12.2 Further Assurances. At the request and the sole expense of the requesting Party, Buyer or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Buyer or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements.

Section 12.3 Successors and Assigns.

(a) Buyer shall have the right to assign to a designee or designees of Buyer (each, an "Assignee") any of its rights or obligations (including the right to acquire any of the Acquired Assets) so long as such Assignee (or collectively if more than one) satisfies every representation and warranty set forth in Article 5 and all of the pre-closing covenants set forth in Section 6.2, and may require any such Assignee to pay all or a portion of the Purchase Price and/or to assume all or a portion of those Assumed Liabilities. In the event of any assignment pursuant to this Section 12.3(a), Buyer shall not be relieved of any liability or obligation hereunder.

(b) Sellers shall not assign this Agreement or any of its rights or obligations hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties hereto, including, without limitation, the Chapter 11 Trustee, any trustee appointed in subsequent chapter 7 cases and Sellers, if the Bankruptcy Cases are dismissed.

Section 12.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in Wilmington, Delaware.

Section 12.5 Expenses. Except as otherwise provided in this Agreement, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, whether or not

the transactions contemplated hereby are consummated. Buyer shall pay the cost of all surveys, title insurance policies and title reports ordered by Buyer.

Section 12.6 Broker's and Finder's Fees. Other than with respect to the engagement by Sellers of Moelis & Company LLC, each of the Parties represents and warrants that it has not engaged any broker or finder in connection with any of the transactions contemplated by this Agreement and, insofar as such Party knows, no broker or other Person is entitled to any commission or finder's fee in connection with any of such transactions.

Section 12.7 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the date of this Agreement and (b) the date this Agreement was last amended.

Section 12.8 Notices.

(a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the Party to whom notice is to be given; (ii) on the day of transmission, if sent via facsimile transmission to the facsimile number given below; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the Party to whom notice is to be given, if served via Federal Express or similar overnight courier or Express Mail service; or (iv) on the fifth day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows:

(b) If to Sellers:

McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Facsimile No.: (973) 624-7070
Attention: Charles A. Stanziale, Jr.
Jeffrey T. Testa
Curtis A. Johnson
Counsel to Chapter 11 Trustee

and

E. Roger Williams
Roger Wilco Productions LLC
114 Ferris Hill Road
New Caanan, CT 06840

Facsimile No.: (203) 972-3776
Attention: Chapter 11 Trustee

and

Loughlin Meghji & Company
220 West 42nd Street, 9th Floor
New York, NY 10036
Facsimile No.: (212) 725-9322
Attention: Mohsin Y. Meghji
Kevin Shea

(c) If to Buyer:

New World TV Group, LLC
c/o Fortress Credit Corp
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Facsimile No.: (212) 798-6070
Attention: Constantine M. Dakolias

With a copy to (which shall not constitute notice):

Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Facsimile No.: (212) 593-5955
Attention: Adam Harris
James Bentley

With an additional copy (which shall not constitute notice) to:

Kasowitz, Benson, Torres & Friedman LLP
1633 Broadway
New York, New York 10019
Facsimile No.: (212) 506-1800
Attention: Richard F. Casher
Jeffrey Gleit
As counsel to agent to the Lenders

and

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067
Facsimile No.: (310) 407-9090
Attention: David Fidler
Ronn S. Davids
As counsel to certain of the Lenders

(d) Any Party may change its address or facsimile number for the purpose of this Section 12.8 by giving the other Parties written notice of its new address in the manner set forth above.

Section 12.9 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 12.10 Entire Agreement. This Agreement and the Ancillary Agreements contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein. Notwithstanding the foregoing, the Parties are bound by all orders of the Bankruptcy Court, including, without limitation, the Orders.

Section 12.11 Seller Disclosures. Sellers shall be entitled to disclose this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, parties in interest in the Bankruptcy Cases and other Persons bidding on assets of Sellers.

Section 12.12 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 12.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Each Party hereto agrees that the delivery of this Agreement by facsimile or other electronic transmission will be deemed to be an original of this Agreement so transmitted.

Section 12.14 Construction. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” means “including, without limitation.” Any reference to the singular in this Agreement shall also include the plural and *vice versa*.

Section 12.15 References to the Chapter 11 Trustee. For the avoidance of doubt, whether or not explicitly set forth in any particular provision of this Agreement or any Ancillary Agreement, each undertaking, covenant and agreement of a Seller under this Agreement or any Ancillary Agreement shall be binding on, and shall be deemed an undertaking, covenant and agreement of, the Chapter 11 Trustee on behalf of such Seller to the same extent as if references herein and therein to such Seller were references to the Chapter 11 Trustee acting on behalf of such Seller.

[Signatures on following page(s).]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NEW WORLD TV GROUP, LLC

By: New World TV Manager LLC
Its Manager

By: Fortress Credit Corp, its sole member

By: _____
Name: Constantine M. Dakolias
Title: President

SELLING ENTITIES:

PAPPAS TELECASTING INCORPORATED
PAPPAS TELECASTING OF CENTRAL
CALIFORNIA, a California limited partnership
PAPPAS TELECASTING OF THE MIDLANDS,
L.P.
WCWG OF THE TRIAD, LLC
PAPPAS TELECASTING OF SIOUX CITY, L.P.
PAPPAS TELECASTING OF CONCORD, A
CALIFORNIA LIMITED PARTNERSHIP
PAPPAS TELECASTING OF HOUSTON, L.P.
PAPPAS TELECASTING OF EL PASO-JUAREZ,
L.P.
PAPPAS TELECASTING OF SIOUXLAND, LLC
CASA OF WASHINGTON, LLC

By: _____
Name: E. Roger Williams
Title: Chapter 11 Trustee

LICENSE HOLDERS:

KPTM (TV) LICENSE, LLC
KFRE (TV) LICENSE, LLC
CONCORD LICENSE, LLC
KTNC LICENSE, LLC
WCWG LICENSE, LLC
KPTH LICENSE, LLC
KAZH LICENSE, LLC
KDBC LICENSE, LLC
KCWK LICENSE, LLC
KMPH (TV) LICENSE, LLC

By: _____

Name: E. Roger Williams
Title: Chapter 11 Trustee

EXHIBIT A

Selling Entities

Pappas Telecasting Incorporated

Pappas Telecasting of Central California, a California Limited Partnership

Pappas Telecasting of the Midlands, L.P.

WCWG of the Triad, LLC

Pappas Telecasting of Sioux City, L.P.

Pappas Telecasting of Concord, a California Limited Partnership

Pappas Telecasting of Houston, L.P.

Pappas Telecasting of El Paso-Juarez, L.P.

Pappas Telecasting of Siouxland, LLC

CASA of Washington, LLC

EXHIBIT B

License Holders

KPTM (TV) License, LLC

KFRE (TV) License, LLC

Concord License, LLC

KTNC License, LLC

WCWG License, LLC

KPTH License, LLC

KAZH License, LLC

KDBC License, LLC

KCWK License, LLC

KMPH (TV) License, LLC

EXHIBIT C

Sale Approval Order

[Attached hereto]

EXHIBIT D

Bill of Sale and Assignment

[Attached hereto]

EXHIBIT E

Assumption Agreement

[Attached hereto]

EXHIBIT F

Form of Lease Assignment

[Attached hereto]

EXHIBIT G

Form of Local Marketing Agreement

[Attached hereto]

Schedule 2.1(b) - Stations

Licensee/Permittee	Call Sign	Service	Facility ID	Community of License
KMPH(TV) License, LLC	KMPH-TV	TV	51488	Visalia, CA
	KMPH-CA	CA	51489	Merced-Mariposa, CA
	KMPH-LD	LD	168338	Merced-Mariposa, CA
KFRE(TV), License, LLC	KFRE-TV	TV	59013	Sanger, CA
Concord License, LLC	KUNO-TV	TV	8378	Fort Bragg, CA
	KDSL-CA	CA	8293	Ukiah, CA
	KDSL-LD	LD	168337	Ukiah, CA
KTNC License, LLC	KTNC-TV	TV	21533	Concord, CA
KPTM(TV) License, LLC	KPTM(TV)	TV	51491	Omaha, NE
	KKAZ-CA	CA	51492	Omaha, NE
	KKAZ-LD	LD	168251	Omaha, NE
KDBC License, LLC	KDBC-TV	TV	33764	El Paso, TX
	KCWF-CA	TX	33767	Las Cruces, NM
	KCWO-CA	CA	33765	Silver City, Etc., NM
	KKNJ-LP	TX	33766	Alamogordo, NM
KAZH License, LLC	KAZH(TV)	TV	70492	Baytown, TX
KPTH License, LLC	KPTH(TV)	TV	77451	Sioux City, IA
	KPTP-LD	LD	168169	Norfolk, NE
	KPTP-LP	TX	127666	Norfolk, NE
WCWG License, LLC	WCWG(TV)	TV	35385	Lexington, NC
KCWK License, LLC	KCWK(TV)	TV	84238	Walla Walla, WA
	KCWK-LD	LD	168392	Yakima, WA
	KCWK-LP	TX	12730	Yakima, WA

Schedule 2.1(c) – FCC Licenses

**Current FCC Licenses, Authorizations
and Pending Authorizations For KMPH-TV**

KMPH-TV, Visalia, California

Facility ID Number 51488

KMPH(TV) License, LLC

Analog Channel: 26

Pre-DTV Channel: 28

Post-DTV Channel: 28

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast Station License (Analog)	KMPH-TV	BLCT-19950524KF	10/22/1999	12/01/2006
Broadcast Station License (Digital)	KMPH-TV	BLCDT-20030204AGN	04/28/2003	12/01/2006
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et. al. To: E. Roger Williams, Trustee	KMPH-TV	BTCCT-20080909ADZ	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Broadcast Renewal	KMPH-TV	BRCT-20060809ABT	8/14/2006
Engineering Special Temporary Authority ¹	KMPH-TV	BSTA-20080812AAJ	8/14/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1012372	10/01/1994	36-40-02.0 N 118-52-45.0 W	147.8 metes	Pappas Telecasting

¹ Previously, KMPH-TV was operating at 45% power due to a failed focus supply (File No. BSTA - 20080812AAJ). On 11/19/08, the station notified the FCC that it has made the necessary repairs and restored full power operations. The licensee also requested that this earlier STA be withdrawn.

				Incorporated
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Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Pickup	KN55837	2/27/1984	12/1/2006
Remote Pickup	KPE836	11/4/1983	12/1/2006
Remote Pickup	KPE920	10/21/1983	12/1/2006
Remote Pickup	KPE921	10/21/1983	12/1/2006
Remote Pickup	KPE922	12/2/1987	12/1/2006
Remote Pickup	KPE923	10/21/1983	12/1/2006
Remote Pickup	KPE924	12/2/1987	12/1/2006
Remote Pickup	KPF217	2/15/1984	12/1/2006
TV Pickup	KQ5481	8/24/1973	12/1/2006
TV Intercity Relay	WAM512	1/21/1988	12/1/2006
TV Studio Transmitter Link	WAP820	12/2/1987	12/1/2006
TV Studio Transmitter Link	WHM988	3/27/1996	12/1/2006
TV Studio Transmitter Link	WHN204	2/16/1983	12/1/2006
TV Translator Relay	WLD68	3/27/1996	12/1/2006
TV Intercity Relay	WLP317	6/15/1989	12/1/2006
TV Studio Transmitter Link	WMV303	8/24/1994	12/1/2006
TV Intercity Relay	WMV304	8/24/1994	12/1/2006
TV Translator Relay	WPJE623	3/27/1996	12/1/2006
TV Intercity Relay	WPJE624	3/27/1996	12/1/2006
TV Intercity Relay	WPNF290	5/19/1997	12/1/2006
TV Intercity Relay	WPNF291	5/19/1997	12/1/2006
TV Intercity Relay	WPNF292	5/19/1997	12/1/2006
TV Intercity Relay	WPNJ977	3/17/1998	12/1/2006
TV Translator Relay	WPOT224	4/9/1999	12/1/2006
TV Intercity Relay	WPOU498	8/9/1999	12/1/2006
TV Studio Transmitter Link	WPQQ398	8/11/2000	12/1/2006
TV Intercity Relay	WPSI226	5/3/2001	12/1/2006
TV Studio Transmitter Link	WPWE377	10/28/2002	12/1/2006
TV Studio Transmitter Link	WPWF597	11/5/2002	12/1/2006

Current FCC Licenses, Authorizations
and Pending Authorizations For KMPH-CA
KMPH-CA, Merced-Mariposa, California
Facility ID Number 51489
KMPH(TV) License, LLC

Analog Channel: 17
Digital Companion Channel: 49

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Special Temporary Authority to Remain Silent (silent since 9/20/2008)	WMPH-CA	BLSTA-20080929AVD	9/30/2008	3/20/2009
Broadcast License	KMPH-CA	BLTTL-20051128AFO	12/5/2005	12/1/2014
Broadcast Renewal	KMPH-CA	BRTTA-20060809ABU	12/04/2006	12/01/2014
Digital Companion Channel	KMPH-LD FIN-168338	BDCCDTL-20061004AIN	01/12/2007	01/12/2010
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession. et al. To: E. Roger Williams, Trustee	KMPH-CA	BTCTTA-20080909AEA	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	IPN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1026315	01/01/1960	37-33-32.8 N 120-04-32.5 W	33.5	American Towers, Inc.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

**Current FCC Licenses, Authorizations
 and Pending Authorizations For KFRE-TV**
 KFRE-TV, Sanger, California
 Facility ID Number 59013
 KFRE(TV) License, LLC

Analog Channel: 59
 Pre-DTV Channel: 36
 Post-DTV Channel: 36

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (digital)	KFRE-TV	BLCDT-20060421AAI	08/02/2006	12/1/2014
Broadcast License (analog)	KFRE-TV	BLCT-20060503AAP	8/2/2006	12/1/2014
Broadcast Renewal	KFRE-TV	BRCT-20060809ADI	01/31/2007	12/01/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession. et al. To: E. Roger Williams, Trustee	KFRE-TV	BTCCT-20080909ADT	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1019440	01/01/1960	37-04-37.0 N 119-26-04.0 W	84.1	KFSN Television, LLC

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WLD203	6/11/2001	12/1/2014
TV Studio Transmitter Link	WLD564	10/18/1984	12/1/2014

Current FCC Licenses, Authorizations
and Pending Authorizations For KUNO-TV
KUNO-TV, Fort Bragg, California
Facility ID Number 8378
Concord License, LLC

Analog Channel: 8
Pre-DTV Channel: 15
Post-DTV Channel: 8

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KUNO-TV	BMLCT-20031205APM	6/18/2004	12/1/2014
Broadcast Renewal	KUNO-TV	BRCT-20060809AFS	03/23/2007	12/01/2014
Construction Permit (Post Transition)	KUNO-DT	BMPCDT-20080222ABO	03/11/2008	02/17/2009
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession. et al. To: E. Roger Williams, Trustee	KUNO-TV	BTCCT-20080909ADJ	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	Status Date
Engineering Special Temporary Authority ²	KUNO-TV	BEDSTA-20081107ADV	11/10/2008

² Previously, both the analog and pre-transition digital facilities of KUNO-TV had been silent. On November 5th and 6th, 2008, the station returned the analog and digital facilities, respectively, to service. This pending STA seeks authority to operate with the station's earlier lower power DTV pre-transition facilities on Channel 15. In addition, the licensee has notified the FCC that on December 1st the station will cease analog broadcasts on Channel 8 and digital operations on Channel 15 in order to complete the transition to digital and return to operation with its post-transition DTV facilities on Channel 8.

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WLE335	08/21/1990	12/1/2014
TV Intercity Relay	WLE351	09/17/1990	12/1/2014

Current FCC Licenses, Authorizations
and Pending Authorizations For KDSL-CA
KDSL-CA, Ukiah, California
Facility ID Number 8293
Concord License, LLC

Channel: 19

Digital Companion Channel: 24

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Special Temporary Authority to remain silent (Silent since 1/15/2008)	KDSL-CA	BLESTA-20080722AAU	07/23/2008	01/15/2009
Broadcast License	KDSL-CA	BLTTA-20030616ABE	8/4/2003	12/1/2014
Broadcast Renewal	KDSL-CA	BRTTA-20060809AFT	03/23/2007	12/01/2014
Digital Companion Channel	KDSL-LD FIN-- 168337	BDCCDTL-20061004ABF	01/12/2007	01/12/2010
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession. et al. To: E. Roger Williams, Trustee	KDSL-CA	BTCCT-20080909ADJ	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

**Current FCC Licenses, Authorizations
and Pending Authorizations For KTNC-TV**
KTNC-TV, Concord, CA
Facility ID Number 21533
KTNC License, LLC

Analog Channel: 42
Pre-DTV Channel: 63
Post-DTV Channel: 14

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KTNC-TV	BLCT-19830630KF	03/29/1984	12/1/2014
Broadcast License (digital)	KTNC-DT	BLCDT-20060629ABI	03/23/2007	12/01/2014
Broadcast Renewal	KTNC-TV	BRCT-20060809AFR	03/23/2007	12/01/2014
Construction Permit (Post-Transition)	KTNC-TV	BMPCDT-20080222ABB	05/20/2008	02/17/2009
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et. Al., To: E. Roger Williams, Trustee	KTNC-TV	BTCCT-20080910AAF	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1014626	10/09/1997	37-52-54.2 N 121-55-08.8 W	91.4	American Towers, Inc.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Intercity Relay	WPWW641	1/30/2003	12/1/2014
Microwave Industrial/Business Pool	WQCY660	06/23/2005	12/1/2014
Microwave Industrial/Business Pool	WQCY661	06/23/2005	12/1/2014

**Current FCC Licenses, Authorizations
and Pending Authorizations For KPTM(TV)**

KPTM(TV), Omaha, Nebraska

Facility ID Number 51491

KPTM(TV) License, LLC

Analog Channel: 42

Pre-DTV Channel: 43

Post-DTV Channel: 43

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (digital)	KPTM(TV)	BLCDT-20051107AFO	12/28/2005	6/1/2014
Broadcast License ³ (analog)	KPTM(TV)	BLCT-20051121AON	2/1/2006	6/1/2014
Broadcast Renewal	KPTM(TV)	BRCT-20060201AQC	8/27/2007	6/1/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et. Al., To: E. Roger Williams, Trustee	KPTM(TV)	BTCCT-20080910AAD	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1026025	11/01/2005	41-04-15.9 N 096-13-32.3 W	464.0 meters	Pappas Telecasting of the Midlands, L.P.

³ On 11/20/2008, the licensee notified the Commission that the analog facility has been operating at 50% power since 11/16/2008 due to equipment failure. If the situation persists, special temporary authority will be sought as appropriate.

				DBA = KPTM
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Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Pickup	WQCI228	03/09/2005	6/1/2014
Broadcast Auxiliary Remote Pickup	KPH692	09/24/1987	6/1/2014
Broadcast Auxiliary Remote Pickup	KPJ360	11/02/1987	6/1/2014
TV Intercity Relay	WLG445	06/11/1987	6/1/2014
TV Studio Transmitter Link	WLG753	06/11/1987	6/1/2014

**Current FCC Licenses, Authorizations
and Pending Authorizations For KKAZ-CA**

KKAZ-CA, Omaha, Nebraska

Facility ID Number 51492

KPTM (TV) License, LLC

Channel: 24

Digital Companion Channel: 23

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KKAZ-CA	BLTTA-20030402AFC	8/28/2003	6/1/2014
Broadcast Renewal	KKAZ-CA	BRTTA-20060201APV	2/7/2008	6/1/2014
Digital Companion Channel	KKAZ-LD FIN-168251	BDCCDTL-20061030ASQ	01/12/2007	01/12/2010
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KKAZ-CA	BTCTTA-20080910AAE	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1218793	10/01/2001	41-15-26.0 N 095-59-02.0 W	112.2 meters	Pappas Telecasting of the Midlands

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

Current FCC Licenses, Authorizations
and Pending Authorizations For KDBC-TV
KDBC-TV, El Paso, Texas
Facility ID Number 33764
KDBC License, LLC

Analog Channel: 4
Pre-DTV Channel: 18
Post-DTV Channel: 18

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KDBC-TV	BLCT-19840531KF	10/29/1984	8/1/2014
Broadcast License (digital)	KDBC-TV	BLCDT-20050707ACZ	9/15/2005	8/1/2014
Broadcast Renewal	KDBC-TV	BRCT-20060403CBG	08/27/2007	8/1/2014
Minor Modification of Construction Permit (Post-transition digital)	KDBC-TV	BMPCDT-20080620ANT	7/1/2008	02/17/2009
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession et. al. To: E. Roger Williams, Trustee	KDBC-TV	BTCCT-20080909ADO	9/17/2008	--
CP for auxiliary purposes	KDBC-TV	BXPCDT-20080410AAK	09/30/2008	09/30/2011

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1047920	10/29/1984	31-47-46.0 N 106-28-59.0 W	125.0 meters	Pappas Telecasting of El Paso-Juarez

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Pickup	KA88662	5/24/1982	8/1/2014
TV Pick up	KE9149	7/22/1968	8/1/2014
TV Pick up	KF4219	7/22/1968	8/1/2014
TV Studio Transmitter Link	KKO94	5/1/1979	8/1/2014
Remote Pickup	KPE552	3/28/1983	8/1/2014
TV Intercity Relay	WHG273	8/1/1983	8/1/2014

Current FCC Licenses, Authorizations
and Pending Authorizations For KCWF-CA
KCWF-CA, Las Cruces, New Mexico
Facility ID Number 33767
KDBC License, LLC

Channel: 61
Displacement Channel: 20

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KCWF-CA	BLTTA-20010711ABC	09/10/2001	10/1/2014
Broadcast Renewal	KCWF-CA	BRTTA-20060601ASI	07/17/2007	10/1/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KCWF-CA	BTCCT-20080909ADQ	09/17/2008	--
Displacement Construction Permit	KCWF-CA	BDISTTL-20071113AIB	09/24/2008	09/24/2011

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1037523	1/1/1988	32-24-16.7 N 106-45-39.9 W	33.5 meters	American Towers, Inc.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

Current FCC Licenses, Authorizations
and Pending Authorizations For KCWO-CA
KCWO-CA, Silver City, Etc., New Mexico
Facility ID Number 33765
KDBC License, LLC

Channel: 2

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KCWO-CA	BLTVA-20010711ABE	02/14/2002	10/1/2014
Broadcast Renewal	KCWO-CA	BRTVA-20060601BAD	10/18/2006	10/1/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KCWO-CA	BTCTVA-20080909ADP	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Engineering Special Temporary Authority ⁴	KCWO-CA	BSTA-20081103ABQ	11/05/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

⁴ Due to an equipment failure, KCWO-CA is currently operating at reduced power.

Current FCC Licenses, Authorizations
and Pending Authorizations For KKNJ-LP
KKNJ-LP, Alamogordo, New Mexico
Facility ID Number 33766
KDBC License, LLC

Channel: 36

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KKNJ-LP	BLTT-19890606IQ	7/31/1989	10/1/2014
Broadcast Renewal ⁵	KKNJ-LP	[--]	[--]	10/1/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KKNJ-LP	BTCTT-20080909ADR	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

⁵ The FCC's database reflects that the expiration of KKNJ-LP's current license is 10/1/2014, however, the database does not reflect the details of the underlying license renewal application.

**Current FCC Licenses, Authorizations
and Pending Authorizations For KAZH(TV)**

KAZH(TV), Baytown, Texas

Facility ID Number 70492

KAZH License, LLC

Analog Channel: 57

Pre-DTV Channel: 41

Post-DTV Channel: 41

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KAZH(TV)	BLCT-20030418AAX	8/13/2004	8/1/2014
Broadcast Renewal	KAZH(TV)	BRCT-20060403BKB	3/15/2007	8/1/2014
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KAZH(TV)	BTCCT-20080909ADL	09/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Broadcast License (digital)	KAZH(TV)	BLCDT-20081016ACF	10/17/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1064696	11/19/2001	29-34-16.0 N 095-30-38.0 W	601.3 meters	Richland Towers, Inc.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WMV691	5/2/1995	8/1/2014

**Current FCC Licenses, Authorizations
and Pending Authorizations For KPTH(TV)**

KPTH(TV), Sioux City, Iowa

Facility ID Number 77451

KPTH License, LLC

Analog Channel: 44

Pre-DTV Channel: 49

Post-DTV Channel: 49⁶

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KPTH(TV)	BLCT-19991105AAH	12/6/1999	2/1/2006
Transfer of Control From: Harry J. Pappas. Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KPTH(TV)	BTCCT-20080910AAB	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Broadcast Renewal	KPTH(TV)	BRCT-20051003BZK	10/5/2005
Broadcast License (digital)	KPTH(TV)	BLCDT-20061214ABC	12/15/2006
Legal Special Temporary Authority ⁷	KPTH(TV)	BLSTA-20080620AIG	7/2/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1057963	2/22/2007	42-35-12.0 N 096-13-19.0 W	605.9 meters	Heartland Tower Company, L.L.C.

⁶ Per the licensee's request, the Post-transition DTV channel for KPTH has been changed from Channel 44 to Channel 49 (RM-11452; MB Docket No. 08-109). That change to the DTV Table of Allotments will become effective 12/15/2008.

⁷ Seeks STA to operate at 50% power as cost saving measure.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WPWG978	11/14/2002	2/1/2006
TV Intercity Relay	WPWG979	11/14/2002	2/1/2006
TV Studio Transmitter Link	WLWH297	11/15/2002	2/1/2006
TV Studio Transmitter Link	WPWH298	11/15/2002	2/1/2006
TV Intercity Relay	WQHL244	8/28/2007	2/1/2006

Current FCC Licenses, Authorizations
and Pending Authorizations For KPTP-LP
KPTP-LP, Norfolk, Nebraska
Facility ID Number 127666
KPTH License, LLC

Channel: 57

Digital Companion Channel: 43

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Special Temporary Authority to remain silent (Silent Since 7/22/2008)	KPTP-LP	BLSTA-20080731AAP	8/4/2008	1/22/2009
Broadcast License	KPTP-LP	BLTTL-20050610AEL	6/13/2005	6/1/2014
Broadcast Renewal	KPTP-LP	BRTTL-20060201BCK	3/26/2007	6/1/2014
Digital Companion Channel	KPTP-LD FIN-168169	BDCCDTL-20061030ASN	01/12/2007	01/12/2010
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KPTP-LP	BTCTTL-20080910AAC	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
None			

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1026955	3/1/1980	42-01-41.0 N 097-20-26.0 W	122.0 meters	Cable One, Inc.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			

Current FCC Licenses, Authorizations
and Pending Authorizations For WCWG(TV)
WCWG(TV), Lexington, North Carolina
Facility ID Number 35385
WCWG License, LLC

Analog Channel: 20
Pre-DTV Channel: 19
Post-DTV Channel: 19

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	WCWG(TV)	BLCT-20010503AAW	3/7/2003	12/1/2012
Broadcast License (digital)	WCWG(TV)	BLCDT-20070418ACV	9/13/2007	12/1/2012
Broadcast Renewal	WCWG(TV)	BRCT-20040802BJH	8/27/2007	12/1/2012
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	WCWG(TV)	BTCCT-20080909ADG	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Special Temporary Authority (digital) ⁸	WCWG(TV)	BDSTA-20080903ABQ	9/15/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1061305	2/5/2004	35-52-02.6 N 079-49-25.4 W	582.3 meters	American Towers, Inc.

⁸ Seeks STA for reduced power operation of the digital facility as a result of equipment failure.

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WPWB277	10/2/2002	12/1/2012
TV Intercity Relay	WPWB279	10/2/2002	12/1/2012

Current FCC Licenses, Authorizations
and Pending Authorizations For KCWK(TV)
KCWK(TV), Walla Walla, Washington
Facility ID Number 84238
KCWK License, LLC

Analog Channel: 9
Post-DTV Channel: 9

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License (analog)	KCWK(TV)	BLCT-20021010AAL	11/5/2002	2/1/2015
Broadcast Renewal	KCWK(TV)	BRCT-20061002BZT	1/31/2007	2/1/2015
Minor Modification to a Construction Permit (digital)	KCWK(TV)	BMPCDT-20070724AAV	12/3/2007	2/17/2009
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KCWK(TV)	BTCCT-20080909ADM	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	PN Date
Special Temporary Authority to remain silent (Silent since 5/25/2008)	KCWK(TV)	BLSTA-20080603ABC	6/4/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
TV Studio Transmitter Link	WQCX773	6/20/2005	2/1/2015

Current FCC Licenses, Authorizations
and Pending Authorizations For KCWK-LP
KCWK-LP, Yakima, Washington
Facility ID Number 12730
KCWK License, LLC

Channel: 27

Digital Companion Channel: 36

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Special Temporary Authority to remain silent (Silent since 5/25/2008)	KCWK-LP	BLSTA-20080603ABE	6/4/2008	11/25/2008
Broadcast License	KCWK-LP	BLTTL-20040122ABW	6/27/2005	2/1/2015
Digital Companion Channel	KCWK-LD FIN-168392	BDCCDTL-20061030ATA	1/12/2007	01/12/2010
Transfer of Control From: Harry J. Pappas, Debtor-In-Possession, et al. To: E. Roger Williams, Trustee	KCWK-LP	BTCCT-20080909ADN	9/17/2008	--

Pending Applications

Application	Call Sign	FCC File Number	Date Filed
Extension of Special Temporary Authority to remain silent (Silent since 5/25/2008)	KCWK-LP	BLESTA-20081125ABH	11/25/2008

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
None				

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
None			