

**ASSET PURCHASE AGREEMENT**

**by and among**

**WDRL - TV INC.,  
Debtor-in-Possession,**

**MNE BROADCASTING, L.L.C.  
(collectively the "Sellers"),**

**MELVIN N. ELEAZER,  
(the "Member/Stockholder")**

**and**

**LIBERTY UNIVERSITY, INC.  
(the "Buyer")**

**Dated as of March \_\_\_, 2007**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS .....	1
ARTICLE 2 PURCHASE AND SALE OF PROPERTIES AND ASSETS.....	7
2.1 Assets .....	7
2.2 Excluded Assets.....	9
2.3 Liabilities .....	10
2.4 Earnest Money Escrow Agreement and Deposit .....	11
2.5 Purchase Price, Payment, and Allocation.....	11
2.6 Adjustments .....	12
2.7 Closing.....	12
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE MEMBER/STOCKHOLDER.....	13
3.1 Corporate Status.....	13
3.2 No Options .....	13
3.3 Entity Action.....	14
3.4 No Defaults .....	14
3.5 Contracts, Leases, Agreements and Other Commitments.....	14
3.6 Breach .....	14
3.7 Financial Information .....	14
3.8 Liabilities .....	15
3.9 Taxes .....	15
3.10 Licenses.....	15
3.11 Additional Regulatory Matters .....	16
3.12 Owned Real Property.....	16
3.13 Business Operations.....	16
3.14 Approvals and Consents .....	16
3.15 Condition of Assets.....	17
3.16 Leased Real Property.....	17
3.17 Environmental Matters .....	18
3.18 Environmental Studies.....	18
3.19 Compliance with Law and Regulations.....	18
3.20 Insurance .....	18
3.21 Labor, Employment Contracts and Benefit Programs .....	19
3.22 Litigation.....	20
3.23 Intangible Property .....	20
3.24 Bulk Sales .....	20
3.25 Brokers .....	20
3.26 Conflicting Interests.....	21
3.27 Matters Arising After the Interim Balance Sheet Date .....	21
3.28 FAA Compliance.....	22
3.29 Coverage .....	22
3.30 Bankruptcy.....	22
3.31 Disclosure .....	22
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BUYER.....	22
4.1 Qualification as a Broadcast Licensee.....	22

4.2	Status .....	22
4.3	No Defaults .....	23
4.4	Entity Action .....	23
4.5	Full Disclosure .....	23
<b>ARTICLE 5</b>	<b>COVENANTS OF THE SELLERS AND THE MEMBER/STOCKHOLDER PENDING THE CLOSING .....</b>	<b>23</b>
5.1	Operations of the Business .....	23
5.2	Prohibited Actions .....	24
5.3	No Distributions or Payments .....	25
5.4	Access to Facilities, Files and Records .....	25
5.5	Representations and Warranties .....	26
5.6	Consents .....	26
5.7	Replacement Value; Missing Assets .....	26
5.8	New Leases .....	27
5.9	Notice of Proceedings .....	27
5.10	Consummation of Agreement .....	27
5.11	Applications for FCC Consents .....	27
5.12	Title to Leased Real Property .....	28
5.13	Publicity .....	28
5.14	Exclusivity .....	28
5.15	Confidentiality .....	28
<b>ARTICLE 6</b>	<b>COVENANTS OF THE BUYER PENDING THE CLOSING .....</b>	<b>29</b>
6.1	Consummation of Agreement .....	29
6.2	Notice of Proceedings .....	29
6.3	Contracts Not to be Assumed .....	29
6.4	Confidentiality .....	29
<b>ARTICLE 7</b>	<b>CONDITIONS TO THE OBLIGATIONS OF THE SELLERS AND THE MEMBER/STOCKHOLDER .....</b>	<b>30</b>
7.1	Representations, Warranties and Covenants .....	30
7.2	Proceedings .....	30
7.3	Deliveries .....	30
7.4	Authorizations .....	30
<b>ARTICLE 8</b>	<b>CONDITIONS TO THE OBLIGATIONS OF THE BUYER .....</b>	<b>31</b>
8.1	Representations, Warranties and Covenants .....	31
8.2	Proceedings .....	31
8.3	Liens Released .....	31
8.4	Deliveries .....	31
8.5	Other Consents .....	32
8.6	Revised Schedules .....	32
8.7	No Material Change in Business or Assets .....	32
8.8	Authorizations .....	32
8.9	Broadcast Transmissions .....	32
8.10	Replacement Value .....	32
8.11	New Leases .....	32
8.12	Financing .....	32
8.13	Bankruptcy .....	32
8.14	Charter Claims and Charter Litigation .....	32

ARTICLE 9	ITEMS TO BE DELIVERED AT THE CLOSING.....	33
9.1	Deliveries by the Sellers.....	33
9.2	Deliveries by the Buyer.....	34
ARTICLE 10	SURVIVAL; INDEMNIFICATION.....	35
10.1	Survival.....	35
10.2	Basic Provision.....	35
10.3	Definition of Deficiencies.....	35
10.4	Procedures for Establishment of Deficiencies.....	37
10.5	Payment of Deficiencies.....	38
ARTICLE 11	MISCELLANEOUS.....	38
11.1	Termination of Agreement.....	38
11.2	Liabilities on Termination or Breach.....	39
11.3	Expenses.....	39
11.4	Remedies Cumulative.....	39
11.5	Preservation of Records.....	39
11.6	Non-Assignable Contracts.....	39
11.7	Further Assurances.....	40
11.8	Risk of Loss.....	40
11.9	Broadcast Transmission Interruption.....	40
11.10	Employees.....	41
11.11	Receivables.....	41
11.12	Choice of Jurisdiction; Waiver of Jury Trial.....	41
ARTICLE 12	GENERAL PROVISIONS.....	42
12.1	Successors and Assigns.....	42
12.2	Amendments; Waivers.....	42
12.3	Notices.....	42
12.4	Captions.....	43
12.5	Governing Law.....	43
12.6	Entire Agreement.....	43
12.7	Execution: Counterparts and Facsimile.....	44
12.8	Gender and Tense.....	44
12.9	Third-Party Beneficiaries.....	44
12.10	No Party Deemed Drafter.....	44
12.11	Severability.....	44

## LIST OF SCHEDULES AND EXHIBITS

### Schedules

2.1(a)	Tangible Personal Property
2.1(b)	Licenses and Authorizations
2.1(c)	Real Property
2.1(d)	Program License Agreements
2.1(f)	Other Contracts
2.1(g)	Intangible Property
2.2	Employee Personal Property
2.3(a)	Security Interests
2.3(d)	Trade Accounts
2.5(c)	Allocation of Purchase Price
3.1	Governing Documents
3.7	Seller Financial Statements
3.10	Licenses
3.13	Business Operations
3.20	Insurance
3.21	Labor, Employment Contracts and Benefit Programs
3.28	Tower Inspection Report
3.29	Coverage for Cable Stations
5.1	Budget
5.6	Consents
5.7(c)	Purchased Missing Assets

### Exhibits

A	Earnest Money Escrow Agreement
B	Indemnification Escrow Agreement
C	Promissory Note
D	Security Agreement
E	Non-Competition Agreement
F-1	Sellers' Opinion of Counsel
F-2	Sellers' Opinion of FCC Counsel
G	TBA
H	Employment Agreement
I	Buyer's Opinion of Counsel

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of March \_\_, 2007, by and among WDRL-TV, INC., a Virginia corporation and Chapter 11 debtor-in-possession ("WDRL"), MNE BROADCASTING, L.L.C., a Virginia limited liability company ("MNE") (collectively the "Sellers"), MELVIN N. ELEAZER, a resident of the Commonwealth of Virginia, \_\_\_\_\_ (each a "Member" and/or "Stockholder" of the Sellers and collectively, the "Member/Stockholder"), and LIBERTY UNIVERSITY, INC., a Virginia nonstock corporation (the "Buyer").

### RECITALS

A. The Member/Stockholder own all of the issued and outstanding membership interests of MNE and all the stock of WDRL. MNE is the licensee of television broadcast station WDRL-TV, Danville, Virginia, currently operating on analog Channel 24 and digital channel 41 under facility identification number 15507 (the "Station"). WDRL owns certain tangible and intangible assets of the Station. The Sellers operate the Station pursuant to certain licenses, franchises, authorizations and approvals, including associated broadcast auxiliary, cable antenna relay service and business radio authorizations issued by the Federal Communications Commission ("FCC").

B. The Sellers desire to sell, assign and transfer to the Buyer the Station, the Authorizations and all of the assets used and useful in the operations of the Station and described in more detail below, and the Buyer desires to purchase from the Sellers the Station, the Authorizations and all of the assets used and useful in the operations of the Station and described in more detail below, all under the terms and conditions described herein. The parties acknowledge that the Authorizations and all other assets will be transferred to the Buyer.

C. Each Member/Stockholder will personally benefit from the transaction described herein because of his ownership of the membership interests in MNE and/or his ownership of the stock of WDRL, respectively; therefore, the Member/Stockholder desire to enter into this Agreement on the terms and conditions set forth below to induce the Buyer to purchase the assets of the Sellers.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

"Affiliate" of any Person means (a) any Person that owns or controls, is owned or controlled by, or under common control with, such Person, (b) any Person that is an officer, director, member, general partner or trustee of, or serves in a similar capacity with the specified Person, or for which the specified Person is an officer, director, member, general partner or

trustee, or serves in a similar capacity or (c) any member of the immediate family of the specified Person.

“Affiliation Agreements” means network affiliation agreements.

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

“Assumed Employees” has the meaning as set forth in Section 11.10.

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

“Authorizations” has the meaning set forth in Section 3.10.

“Bankruptcy Case” means the bankruptcy case of WDRL-TV, Inc. pending before the Bankruptcy Court, Case No. 06-61051.

“Bankruptcy Court” means the United States Bankruptcy Court for the Western District of Virginia.

“Bankruptcy Settlement Amount” has the meaning set forth in Section 2.5(a).

“Buyer Indemnitees” has the meaning set forth in Section 10.2(a).

“Buyer Replacement Value” has the meaning set forth in Section 5.7(b).

“Charter Litigation” means that certain litigation pending in the United States District Court for the Southern District of West Virginia, Civil Action No. 5:04-1204 relating to a breach of contract claim against WDRL-TV, Inc. and Melvin N. Eleazer, individually.

“Claims” has the meaning set forth in Section 2.1(k).

“Closing” has the meaning set forth in Section 2.7.

“Closing Date” has the meaning set forth in Section 2.7.

“COBRA” has the meaning set forth in Section 3:21(f).

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

“Contest Notice” has the meaning set forth in Section 10.4(b).

“Contract” means any unexpired agreement, arrangement, commitment or understanding, written or oral, express or implied, relating to the operation of the Station, to which the Seller is a party or is bound, including, without limitation, orders and agreements for the sale of advertising, leases for Leased Real Property and Tangible Personal Property and Program License Agreements.

“Contract Schedules” has the meaning set forth in Section 2.1(f).

“Deficiencies” has the meaning set forth in Section 10.3.

“Disclosure Schedule” has the meaning set forth in Article 3.

“Duplicate Records” has the meaning set forth in Section 2.1(i).

“Earnest Money Escrow Agreement” has the meaning set forth in Section 2.4.

“Earnest Money Escrow Deposit” has the meaning set forth in Section 2.4.

“Effective Time” has the meaning set forth in Section 2.6(a).

“Employee Welfare Benefit Plan” has the meaning set forth in ERISA §3(1).

“Employment Agreement” has the meaning set forth in Section 9.1(k).

“Environmental Laws” means any and all federal, state or local laws (including common law), rules, orders, regulations, statutes, ordinances, codes, guidelines properly enforced by governmental authorities, administrative orders, or requirements of any governmental authority regulating or imposing standards of liability, standards of conduct or standards of Remediation with respect to protection of public health or environmental media (including without limitation soil, surface water, ground water, stream sediments or air), including, without limitation, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, and applicable state analogues, all as in effect on the date hereof and as amended.

“Environmental Permits” means all the permits, licenses and approvals of governmental authorities necessary for the current use, occupancy or operation of the Station under applicable Environmental Laws.

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

“Escrow Agent” has the meaning set forth in Section 2.4.

“Escrow Surplus” has the meaning set forth in Section 2.4.

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

“Excluded Liabilities” has the meaning set forth in Section 2.3(c).

“FAA” means the Federal Aviation Administration.

“FCC” has the meaning set forth in Recital A.

“FCC Order” means the order of the FCC consenting to the assignment of all Authorizations to the Buyer without any conditions that would restrict, limit, increase the cost or burden of or otherwise adversely affect or impair, in any material respect, the right of the Sellers or the Buyer to the ownership, use, control, enjoyment or operation of the Station or the proceeds therefrom; *provided, however*, that any condition which requires that the Station be operated in accordance with conditions similar to and not more adverse than those contained in the present Authorizations issued for operation of the Station, shall be acceptable.

“Final” means an order of a court or governmental authority, or the failure of a governmental authority to act when required by law to prevent a proposed action, which creates rights (i) which are effective, (ii) with respect to which no appeal, request for stay, request for reconsideration or other request for review is pending, (iii) with respect to which the time for appeal, requesting a stay, requesting reconsideration or requesting other review has expired, and (iv) which cannot be set aside *sua sponte*.

“Final Closing Date” has the meaning set forth in Section 11.1.

“Financial Statement” has the meaning set forth in Section 3.7(a).

“GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“Government Agency” has the meaning as set forth in Section 3.10.

“Governing Documents” has the meaning set forth in Section 3.1.

“Hazardous Materials” means any materials regulated as hazardous or toxic under applicable Environmental Laws, including, without limitation, petroleum, petroleum products, fuel oil, crude oil or any fraction thereof, derivatives or byproducts of petroleum products or fuel oil, natural gas, natural gas liquids, liquefied natural gas, synthetic natural gas useable for fuel, hazardous substances, toxic substances, polychlorinated biphenyls, medical waste, biomedical waste or infectious materials. “Hazardous Materials” also means any environmental media, including without limitation soil, sediment and water, containing any of the materials described or set forth in the preceding sentence.

“Hiring Time” has the meaning set forth in Section 11.10.

“Income Tax” means any federal, state, local, or foreign income tax, including any interest, penalty, or addition thereto, whether disputed or not.

“Indemnification Escrow Agreement” has the meaning set forth in Section 2.5(b).

“Indemnification Escrow Amount” has the meaning set forth in Section 2.4.

“Indemnifying Party” has the meaning set forth in Section 10.2.

“Indemnitees” has the meaning set forth in Section 10.4(a).

“Intangible Property” has the meaning set forth in Section 2.1(g).

“Interim Balance Sheet” has the meaning set forth in Section 3.7(a).

“IRS” means the Internal Revenue Service.

“Knowledge” means actual knowledge after (i) due inquiry of all managers, department heads or other similar employee or agent of the Sellers or the Buyer having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates and (ii) due examination of any documents, correspondence or other items contained in the files of the Sellers or the Buyer pertaining to such subject matter.

“Latest Balance Sheet Date” has the meaning set forth in Section 3.8.

“Leased Equipment” has the meaning set forth in Section 2.1(a).

“Leased Real Property” has the meaning set forth in Section 2.1(c).

“Legal Expenses” shall mean any and all fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any Person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim.

“List” has the meaning set forth in Section 5.7.

“Material Consent” has the meaning set forth in Section 5.6.

“Missing Asset Value” has the meaning set forth in Section 5.7(c).

“Missing Assets” has the meaning set forth in Section 5.7(c).

“Multiemployer Plan” has the meaning set forth in ERISA §3(37).

“New Leases” has the meaning set forth in Section 5.8.

“Noncompetition Agreement” has the meaning set forth in Section 9.1(e).

“Note” has the meaning set forth in Section 2.5.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“OSHA” means the U.S. Occupational Safety and Health Administration, and any successor agency having similar or related authority or jurisdiction.

“Owned Improvements” has the meaning set forth in Section 3.16(b).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“Permitted Encumbrances” has the meaning set forth in Section 2.3(a).

“Program License Agreements” has the meaning set forth in Section 2.1(d).

“Purchase Price” has the meaning set forth in Section 2.5(a).

“Purchased Missing Assets” has the meaning set forth in Section 5.7(c).

“Real Property Leases” has the meaning set forth in Section 3.16(a).

“Receivables” has the meaning set forth in Section 2.2(e).

“Replaced Assets” has the meaning set forth in Section 5.7(b).

“Replacement Value” has the meaning set forth in Section 5.7(b).

“Representatives” has the meaning set forth in Section 5.4(b).

“Returns” means all federal, state and local returns, reports, estimates and other statements.

“Security Interest” has the meaning set forth in Section 2.3(a).

“Seller Indemnitees” has the meaning set forth in Section 10.2(b).

“Station Benefit Plan” has the meaning set forth in Section 3.17(d).

“Subsidiary” means any corporation, partnership, limited liability company or other legal entity with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock, partnership interests, membership interests or other entity interests or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors, managers or general partners.

“Tangible Personal Property” has the meaning set forth in Section 2.1(a).

"Taxes" means any income, franchise, property, sales, value-added, payroll, withholding, excise, assessment, levy, capital and all other taxes, duties, penalties, assessments or deficiencies of every nature and description.

"TBA" has the meaning set forth in Section 9.1(j).

"Trade Accounts" has the meaning set forth in Section 2.3(d).

"Value of Trades" has the meaning set forth in Section 2.3(d).

## ARTICLE 2 PURCHASE AND SALE OF PROPERTIES AND ASSETS

2.1 Assets. The Sellers agree to sell and the Buyer agrees to purchase all properties and assets, real, personal and mixed, tangible and intangible, of every type and description, wherever located (except for Excluded Assets) that are owned or leased by the Sellers and used or held for use by the Station, including, without limitation, the property and assets (except the Excluded Assets) which are acquired between the date hereof and the Closing Date and are used or useful in the operations of the Station (collectively, the "Assets"). Without limiting the foregoing, the Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

(a) Tangible Personal Property. All equipment, transmitters, electrical devices, antennae, cables, tower equipment, distribution systems, amplifiers, microwave equipment, converters, testing equipment, computers and computer equipment, furniture, fixtures, office materials and supplies, hardware, tools, spare parts, vehicles, towers, software, prize inventory and other tangible personal property owned or leased by the Sellers on the date hereof necessary to operate the Station, including, without limitation, the tangible personal property described on attached Schedule 2.1(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date, including, without limitation, the Purchased Missing Assets described on Schedule 5.7(c) (collectively, the "Tangible Personal Property"). The Buyer and the Sellers agree that certain equipment listed on Schedule 2.1(a) is currently subject to capital equipment leases (the "Leased Equipment") and that, before Closing, to the extent that any such leases are unpaid, the Sellers shall pay off any and all such equipment leases so that the Leased Equipment covered by such equipment leases will be conveyed to the Buyer free and clear of all Security Interests.

(b) Licenses and Authorizations. All rights in and to the Authorizations issued to the Sellers or any Affiliate of the Sellers, including, without limitation, all rights in and to the call letters WDRL-TV and WDRL-DT, and all broadcast auxiliary and other authorizations of the FCC associated with the operation of the Station, all of those Authorizations listed and described on attached Schedule 2.1(b), including without limitation, all amendments and all applications therefor, together with any renewals, extensions or modifications thereof and additions thereto and all public inspection files and other required records of the Sellers, including, without limitation, those required by the FCC.

(c) Real Property. Any and all real property and any interests therein used or useful in the operation of the Station, including, without limitation, the Sellers' interests in the leases, licenses, leased rights of way and other interests of every kind and description (the "Leased Real Property") in and to all of the real property, towers, buildings and improvements thereon, leased by the Sellers as of the date hereof, as listed and described on Schedule 2.1(c), and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date.

(d) Program License Agreements. All program license agreements and rights to broadcast programs and films, whether for cash or barter (the "Program License Agreements"), held by the Sellers as of the date hereof, including, without limitation, those listed on Schedule 2.1(d), together with all Program License Agreements that have been or will have been entered into in the Ordinary Course of Business of the Station between the date of this Agreement and the Closing Date, except those entered into after the execution of this Agreement which the Buyer elects not to assume pursuant to Section 6.3; *provided, however*, the Buyer is under no obligation to assume any liability under any Program License Agreement existing as of the date of this Agreement that is not listed and described on Schedule 2.1(d).

(e) Agreements for Sale of Time. All orders and agreements now existing, or entered into in the Ordinary Course of Business between the date hereof and the Closing Date for the sale of advertising time on the Station (including Trade Accounts to the extent provided in Section 2.3(d) below), except those which on the Closing Date have already been filled or have expired.

(f) Other Contracts. All Contracts in connection with the business and operations of the Station, together with all Contracts that have been or will have been entered into in the Ordinary Course of Business of the Station between the date of this Agreement and the Closing Date, except those entered into by Sellers after the execution of this Agreement which Buyer elects not to assume pursuant to Section 6.3; *provided, however*, the Buyer is under no obligation to assume any liability under any Contract existing as of the date of this Agreement which is not listed and described on Schedules 2.1(d) or 2.1(f) (collectively, the "Contract Schedules") or described in Section 2.1(e) or which Buyer elects not to assume pursuant to Section 6.3.

(g) Intangible Property. All trademarks, trade names, call letters, service marks, franchises, patents, jingles, slogans, logotypes, software licenses, domain names, websites (including wdrl-tv.com) and other intangible rights, owned or licensed and used or held for use by the Sellers as of the date of this Agreement, including, without limitation, all of those listed and described on attached Schedule 2.1(g), and those acquired by the Sellers between the date hereof and the Closing Date (collectively, the "Intangible Property").

(h) Programming and Copyrights. All programs and programming materials and elements of whatever form or nature which have been created or produced by the Sellers as of the date of this Agreement, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common law and statutory copyrights owned by or licensed or sublicensed to the Sellers, together with all such programs, materials, elements and copyrights acquired by the Sellers between the date hereof and the Closing Date.

(i) Files and Records. All files and other records of the Sellers relating to the Station and the Assets (other than duplicate copies of such files, hereinafter "Duplicate Records") including, without limitation, all books, files, correspondence, studies, reports, projections, schematics, blueprints, engineering data, customer lists, reports, specifications, signal and program carriage, projections, statistics, creative materials, mats, plates, negatives and other advertising, marketing or related materials, dealings with governmental authorities (including all reports filed by or on behalf of the Sellers with the FCC and statements of account filed by or on behalf of the Seller with the U.S. Copyright Office) and all other business, technical and financial information regardless of the media on which stored.

(j) Claims. Any and all of the Sellers' claims and rights against third parties relating to the Station, including, without limitation, all rights under manufacturers' and vendors' warranties, and all deposits, refunds, rights to recovery and rights of setoff and recoupment (collectively, the "Claims").

(k) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 2.6) and rent, utility and other deposits held by third parties.

(l) Goodwill. All of the Sellers' and the Members'/Stockholders' goodwill in, and going concern value of, the Station.

(m) Franchises, Permits. All franchises, approvals, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies.

(n) Receivables. Except as provided otherwise in Sections 2.3(d) and 11.11, all receivables of the Sellers accrued through the Effective Time (the "Receivables").

2.2 Excluded Assets. The following assets of the Sellers, to the extent in existence on the Closing Date (collectively, the "Excluded Assets"), shall be retained by the Sellers or transferred to the Member/Stockholder:

(a) Certain Assets. Pension, 401(k), profit sharing and savings plans and trusts and any other "employee benefit plan" within the meaning of Section 3(3) of ERISA and any assets thereof.

(b) Corporate and LLC Records. The minute books, stock books, member lists and similar corporate and LLC records of the Sellers.

(c) Employees' Tangible Personal Property. Any employee's tangible personal property which is listed on Schedule 2.2 and located at the Sellers' offices but owned by any employee of the Sellers.

(d) Cash and Investments. All of the Sellers' cash on hand or in bank accounts and any other cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills or money market accounts.

(e) Replaced Assets. The Replaced Assets.

2.3 Liabilities.

(a) Security Interests. The Assets shall be sold and conveyed to the Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the "Security Interests") except for: (i) the Security Interests disclosed on Schedule 2.3(a), all of which Sellers shall pay and have released at or before Closing; (ii) liens for taxes, other than state, federal or local income taxes and other taxes of the Seller that do not relate to the Assets, and which are not yet due and payable, accruing before the Effective Time; and (iii) the obligations of the Sellers arising after the Effective Time which the Buyer has agreed to assume under the Contracts as described in Section 2.3(b). The Security Interests referred to in the foregoing clauses (i)-(iii) are collectively referred to herein as "Permitted Encumbrances."

(b) Assumed Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to the Buyer of the Assets, the Buyer shall assume, and hereby agrees to perform and discharge when due all liabilities and obligations arising or to be performed after the Closing Date under the Contracts that are effectively assigned and transferred to the Buyer including any Contracts the benefits and burdens of which are assigned to the Buyer under Section 11.6 (collectively the "Assumed Liabilities"). Other than the Assumed Liabilities, the Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of the Seller.

(c) Retained Obligations of the Seller. The Sellers and the Member/Stockholder retain and shall hereafter, except as may be otherwise required pursuant to the Bankruptcy Case, pay, satisfy, discharge, perform and fulfill all obligations other than the Assumed Liabilities (the "Excluded Liabilities"), as they become due, without any charge or cost to the Buyer. The Sellers and the Member/Stockholder agree to indemnify and hold the Buyer and its successors and assigns harmless from and against any and all such Excluded Liabilities in accordance with the terms of Article 10 below.

(d) Trade Accounts. The Sellers' trade and barter accounts, trade contracts and trade commitments receivable and payable, if any, (the "Trade Accounts") are listed in detail on Schedule 2.3(d), which lists the Sellers' gross dollar obligations to provide airtime by advertiser and the gross airtime assets available to the Sellers as of March 1, 2007. The Sellers will transfer any and all Trade Accounts to the Buyer at the Closing, effective as of the Effective Time, and the Buyer shall assume the Trade Accounts; *provided, however*, if the aggregate airtime liability of the Trade Accounts to be assumed by the Buyer at Closing exceeds the value of goods and services to be received by the Station as of the Effective Time ("Value of Trades") all as determined in accordance with GAAP, then the excess Trade Accounts shall appear as a debit to Sellers in the closing pro rations in accordance with Section 2.6(a); *provided, further*, all such Trade Accounts assumed by the Buyer shall be subject to preemption for cash advertising.

2.4 Earnest Money Escrow Agreement and Deposit. On execution of this Agreement, the Buyer shall deliver to Lawyers Title Insurance Corporation (the "Escrow Agent") a deposit of \$2,000,000 in cash (the "Earnest Money Escrow Deposit"). The Earnest Money Escrow Deposit shall be held by the Escrow Agent in accordance with the terms of an earnest money escrow agreement dated the date of this Agreement in the form of attached Exhibit A (the "Earnest Money Escrow Agreement"). At the Closing, \$1,000,000 of the Earnest Money Escrow Deposit [(the "Indemnification Escrow Amount")] will be retained by the Escrow Agent pursuant to Section 2.5(b) and shall be credited dollar-for-dollar against the Purchase Price, and the remainder of the Earnest Money Escrow Deposit (the "Escrow Surplus") shall be paid to the Sellers. Any and all accrued interest relating to the Earnest Money Escrow Deposit shall be paid to the Buyer. If the Closing does not take place in accordance with the terms of this Agreement, then the Earnest Money Escrow Deposit will be delivered to the Sellers or the Buyer in accordance with the terms and conditions set forth in Section 11.1.

2.5 Purchase Price, Payment, and Allocation.

(a) Purchase Price. The aggregate purchase price to be paid for the Assets will be \$6,000,000 less the Replacement Value, the Missing Asset Value and the Bankruptcy Settlement Amount, as adjusted by Section 2.6 (the "Purchase Price"). A portion of the Purchase Price shall be allocated to the payment of allowed creditor claims filed against WDRL in the Chapter 11 proceeding pending before the Bankruptcy Court (the "Bankruptcy Settlement Amount"). The Bankruptcy Settlement Amount shall be the lesser of (a) the fair market value of the assets purchased from WDRL, the debtor-in-possession or (b) the aggregate value of all valid claims filed against WDRL, the debtor-in-possession, as determined by the Bankruptcy Court.

(b) Method of Payment. [The Earnest Money Escrow Agreement shall be terminated and the Indemnification Escrow Amount in the amount of One Million Dollars (\$1,000,000) shall be retained by the Escrow Agent pursuant to the Indemnification Escrow Agreement in the form of attached Exhibit B ("Indemnification Escrow Agreement"), which shall be for a term of two (2) years and which shall be executed by the Sellers, the Buyer and the Escrow Agent at the Closing. The Escrow Agent shall pay the Escrow Surplus to the Sellers at Closing.] The balance of the Purchase Price shall be paid by the Buyer at the Closing as follows: (i) \$1,000,000 by execution and delivery of a secured promissory note in the form of attached Exhibit C (the "Note"), and (ii) the remainder by wire transfer pursuant to the instructions of the Sellers, which instructions shall be delivered to the Buyer at least two business days before the Closing. The Note shall provide for recourse only to the Assets, as evidenced by a security agreement in the form of attached Exhibit D (the "Security Agreement"), and the Note shall be subordinated to any financing related to the acquisition of the Assets provided by a bank or other lending institution not to exceed \$5 million and shall be subject to any other conditions imposed by such bank or lending institution.

(c) Allocation of Purchase Price. The Buyer and the Sellers agree that the Purchase Price shall be allocated among the Assets [and the Non-Competition Agreement] in the manner set forth on Schedule 2.5(c). The asset allocation agreed to by the parties pursuant to this Section 2.5 shall be referred to as the "Allocation." The Sellers and the Buyer agree (i) to jointly complete IRS Form 8594 in the manner required by Section 1060 of the Code, the regulations thereunder and the Allocation, and to separately file such IRS Form 8594 with its

federal income tax return for the tax year in which the Closing occurs, and (ii) that neither the Sellers nor the Buyer will take a position on any tax return inconsistent with the Allocation without the written consent of the other party; *provided, however*, that nothing contained herein shall prevent the Buyer or the Sellers from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Allocation, and neither the Buyer nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging such Allocation. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 2.5 shall survive the Closing.

## 2.6 Adjustments.

(a) General Rule. Except as otherwise modified by the terms of the TBA, the operation of the Station and the income and normal operating expenses attributable thereto through 11:59:59 p.m. (Eastern Standard Time) at the end of the Closing Date (the "Effective Time") shall be for the account of the Sellers and thereafter for the account of the Buyer and, if any income or expense is properly allocable or credited, then it shall be allocated, charged or prorated accordingly. Except as otherwise modified by the terms of the TBA, expenses for goods or services received both before and after the Effective Time, power and utilities charges, frequency discounts, insurance premiums for any insurance policies being assigned to the Buyer, prepaid cash, time sales agreements, excess Value of Trades as required by Section 2.3(d), commissions, wages, vacation or sick days, payroll taxes and rents and similar prepaid and deferred items (including, without limitation, accruals and deferrals under Contracts and Program License Agreements) shall be prorated between the Sellers and the Buyer as of the Effective Time. At Closing, the parties shall make all known proration and estimate any remaining proration. All special assessments and similar charges or liens imposed against any of the Assets in respect of any period of time through the Effective Time, whether payable in installments or otherwise, shall be the responsibility of the Sellers and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of the Buyer and such charges shall be adjusted as required hereunder.

(b) Adjustment Schedule. The Buyer will prepare and deliver to the Sellers within 90 days after the Closing Date a report computing the details of the determination, in accordance with the provisions of Section 2.6(a), of the final proration as compared to the estimated proration made at Closing. Within 30 days after receiving the report, the Sellers will provide the Buyer with any objections to the computations. If the Sellers have no objections, the party obligated to make payment under the report will do so within five business days after the expiration of the 30-day period. Any disagreement which cannot be resolved by the parties within 30 days will be resolved by the Sellers and the Buyer each selecting a certified public accountant knowledgeable in the broadcast industry to resolve the dispute. If these two accountants cannot resolve the dispute within 30 days after submission to them, then the two accountants shall select a third certified public accountant knowledgeable in the broadcast industry and the agreement of two of the three accountants shall be binding on the parties and subject to judicial enforcement. Each party shall bear the costs of its own accountant and one-half of the cost of the third accountant.

2.7 Closing. The consummation of the transactions provided for in this Agreement (the "Closing") shall take place at (a) the offices of Williams Mullen, 1021 East Cary Street, Richmond, Virginia, at 11:00 a.m. on the date which is mutually set by the Seller and the

Buyer and occurs within the 15 days immediately following the date on which the FCC Order becomes Final and all conditions to Closing set forth in Articles 7 and 8 have been satisfied, or (b) if the Buyer waives the finality of the FCC Order, such other place, time or date as the parties may agree on in writing, within five business days after the satisfaction of all conditions to Closing set forth in Articles 7 and 8. Closing will be held by Federal Express or facsimile, without the principals present, if feasible. The date on which the Closing is to occur is referred to herein as the "Closing Date."

ARTICLE 3  
REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE  
MEMBER/STOCKHOLDER

The Member/Stockholder and the Sellers, jointly and severally, represent and warrant to the Buyer that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3), except as set forth in the disclosure schedule delivered by the Sellers to the Buyer on the date hereof and initialed by the Parties (the "Disclosure Schedule"). Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein, however, unless the Disclosure Schedule identifies the exception with particularity and describes the relevant facts in detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Article 3.

The Sellers may include additional references to the Disclosure Schedule as applicable.

3.1 Corporate Status. MNE is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. WDRL is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. Each of the Sellers is duly qualified to transact business in Virginia and every state in which the failure to be qualified would have a material adverse effect on the Station or the Assets. The Sellers have the requisite power and authority to carry on their business as it is now being conducted and to own and operate the Station, and the Sellers have the requisite power to enter into and, subject to the requisite Authorizations, complete the transactions contemplated by this Agreement. The Sellers have no business other than the operation of the Station. Attached as Schedule 3.1 are the Articles of Organization and Operating Agreement and all amendments thereto of MNE and the Articles of Incorporation and Bylaws and all amendments thereto of WDRL (collectively, the "Governing Documents").

3.2 No Options. No Affiliate of the Sellers or any other Person has an interest in, or option to acquire, any of the Assets or any property used in the operation of the Station.

3.3 Entity Action. All actions and proceedings necessary to be taken by or on the part of the Sellers and the Member/Stockholder in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by the Sellers and the Member/Stockholder and constitutes the legal, valid and binding obligation of the Sellers and the Member/Stockholder, enforceable against each in accordance with and subject to its terms.

3.4 No Defaults. Except for approvals that may be required in the Bankruptcy Case, neither the execution, delivery, and/or performance by the Sellers or the Member/Stockholder of this Agreement nor the consummation by the Sellers and the Member/Stockholder of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Governing Documents of the Sellers; (b) assuming that the consents (i) referred to in Section 5.6, (ii) required in connection with any assignment to the Buyer of the Contracts or (iii) otherwise contemplated by this Agreement are obtained, constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of the Sellers under any contract, mortgage, indenture, agreement, lease or other instrument to which any Seller is a party or by which any Seller is bound or result in the creation of any Security Interest on the Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to the Sellers, the Station or the Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Station or the Assets.

3.5 Contracts, Leases, Agreements and Other Commitments. Neither the Sellers nor any Member/Stockholder is a party to, nor is it bound by, any written or oral contract, agreement, lease, power of attorney, guaranty, surety arrangement or other commitment related to the operation of the Station, including, but not limited to, any contract or agreement for the purchase or sale of merchandise, programming or software or for the rendition of services, except for the Contracts listed and described on the Contract Schedules. The Sellers have listed and described all Contracts (and all amendments thereto) on the Contract Schedules and provided to the Buyer or its representatives complete and correct copies of all written Contracts and all amendments, modifications, extensions and renewals thereof and written summaries of all oral Contracts. The Disclosure Schedule specifies those Contracts that require consent to transfer.

3.6 Breach. The Sellers are not in violation or breach of, or in default under, any of the terms, conditions or provisions of its Governing Documents, any Program License Agreement, Affiliation Agreement, or other Contract (except for any breach that is the subject of a finding and is a basis for judgment in the Charter Litigation) or any indenture, mortgage or deed of trust or other instrument, court order, judgment, arbitration award or decree relating to or affecting the Station or the Assets to which any Seller is a party or by which any Seller is bound. All accrued and currently payable amounts due from the Sellers under the Contracts have been paid. No other party thereto is in default or breach under any of the Contracts.

3.7 Financial Information. Attached to this Agreement as Schedule 3.7 are true and correct copies (collectively, the "Financial Statements") of the unaudited financial statements of the Sellers at December 31, 2006, including an unaudited balance sheet as of such date (the "Interim Balance Sheet") and an unaudited statement of operations of the Sellers for the period then ended

(the "Interim Income Statements," collectively, the Interim Balance Sheets and Income Statements are the "Interim Financial Statements") as well as any audited financial statements relating to this time period to the extent such documents were prepared. The Financial Statements: (a) have been prepared in accordance with GAAP (except for the absence of footnotes [in the unaudited statements]) and (b) present fairly the financial position of the Sellers as of their respective dates and the results of operations for the periods indicated in accordance with GAAP.

3.8 Liabilities. There are no liabilities or obligations of the Sellers accruing or arising before the date of this Agreement, whether arising under Contracts, related to tax or non-tax matters, known or unknown as of the date of this Agreement, due or not yet due, liquidated or unliquidated, fixed, contingent or otherwise, including penalty, acceleration or forfeiture clauses in any Contract, that should be reflected in the Interim Financial Statements (the date of the Interim Balance Sheet is the "Latest Balance Sheet Date") in accordance with GAAP that are not so reflected, except liabilities that arise in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract or warranty, tort, infringement or violation of law) between the Latest Balance Sheet Date, as the case may be, and the Effective Time.

3.9 Taxes. All Returns with respect to Taxes correctly reflect the amount of Taxes required to be reported and/or paid. The Sellers have paid all Taxes due and payable which the Sellers are required to pay, incur or accrue before the date hereof, except to the extent that such amounts are reserved for in the Interim Balance Sheet. There are no Taxes that are past due. No consent extending the applicable statute of limitations has been filed by or with respect to the Seller with respect to any of such Taxes for any years. The Sellers have withheld amounts from their employees working in Sellers' business in accordance with applicable law.

3.10 Licenses. The Sellers are the holder of all licenses, permits, franchises, authorizations and approvals, including associated broadcast auxiliary, cable antenna relay service and business radio authorizations or authorizations of any governmental or quasi-governmental authority required for the operation of the Station, both analog and digital (collectively, the "Authorizations") and all of such licenses, permits and authorizations are listed on Schedule 3.10. The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC or any other agency of the Federal, State or local government ("Government Agency") to revoke, suspend, cancel, rescind or modify any of the Authorizations (other than proceedings to amend FCC rules of general applicability) and there is not now issued or outstanding or pending or threatened by or before the FCC or any Government Agency, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against the Seller, the Member/Stockholder or the Station.

3.11 Additional Regulatory Matters.

(a) Reports. All reports and filings required to be filed with the FCC or any Government Agency are accurate and complete. The Sellers maintain appropriate public files at the Station as required by FCC rules. With respect to FCC licenses, permits and Authorizations of the Seller, the Sellers are operating only those facilities for which appropriate Authorizations have been obtained from the FCC.

(b) RF Radiation. The operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC rule Section 1.310 or FCC OST/OET Bulletin Number 65. Renewal of the Authorizations issued by the FCC would not constitute a "major action" within the meaning of Section 1.1301, *et seq.*, of the FCC's rules.

(c) Children's Rules. The Sellers have complied with all FCC rules, regulations and policies concerning children's programming and the Seller has not exceeded the limitations on program length commercials or the number of minutes of commercials in any children's program aired on the Station.

(d) No Affiliation Agreements. The Sellers are not a party to any Affiliation Agreement.

(e) No Grandfathered Operations. None of the individual or collective operations of the Station or the build out or subsequent operation of any other FCC authorized facility operated by the Sellers would, if conducted or built out (or subsequently operated) by the Buyer after the Closing, violate the Communications Act, FCC rules, any law or regulation binding on the operator thereof, or would require any waiver of any FCC rule for the Buyer to continue such operation or operations after the Closing.

3.12 Owned Real Property. The Sellers do not own any real property used or useful in connection with the Station.

3.13 Business Operations. The only business the Sellers have conducted since their formation is the operation of the Station. The Sellers have never engaged in the business of selling goods from inventory, of leasing tangible personal property or of developing, selling, licensing or sublicensing software, software licenses or any other Intangible Property. Schedule 3.12 lists all business addresses, trade names and names of predecessor entities used by the Sellers since January 1, 1997. The Sellers have not been a party to a merger, consolidation, liquidation, recapitalization or other business combination since January 1, 1996.

3.14 Approvals and Consents. The only material approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by the Sellers in connection with the consummation of the transactions contemplated by this Agreement are the FCC, those which are contemplated by Section 5.6, of the Bankruptcy Court as set forth in Section 8.13 and of the court presiding over the Charter Litigation as set forth in Section 8.14. Any approvals under the Contracts or with any governmental division, regulatory authority or agency are material for purposes of this Section. Except as otherwise stated in this

Section 3.14, no permit, license, consent, approval or authorization of, or filing with, any governmental regulatory authority or agency is required of the Sellers or the Member/Stockholder in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

### 3.15 Condition of Assets.

(a) All Assets. Except for the Replaced Assets and the Missing Assets, the Assets constitute all of the assets used, useful or necessary to conduct the operation of the Station as presently conducted and as presently proposed to be conducted.

(b) Tangible Personal Property. Schedule 2.1(a) contains a true and complete list as of the date hereof of all items of Tangible Personal Property of every kind or description owned by the Sellers, except office materials and supplies (which office supplies or any replacements thereof shall be part of the Assets). Any Tangible Personal Property that is leased by the Sellers as of the date hereof, whether as lessor or lessee, is separately designated on Schedule 2.1(a) and all related lease agreements are described on Schedule 2.1(a).

(c) Good Title, Good Operating Condition. Each of the Sellers have good, valid and marketable title to or the unrestricted right to use all of the Assets owned, leased or licensed by it, in each case, free and clear of all Security Interests of every kind or character (other than Permitted Encumbrances). The Sellers are the owners, lessees or licensees of all of the Tangible Personal Property listed on the Schedules to this Agreement and of all Tangible Personal Property not listed on the Schedules to this Agreement which is material to the operation of the Station. Except for the Replaced Assets, all Tangible Personal Property, including equipment and electrical devices, is in good operating condition and repair, reasonable wear and tear excepted, and has been maintained in accordance with industry standards and any standards or guidelines imposed by the FCC.

### 3.16 Leased Real Property.

(a) Leases. Attached to Schedule 2.1(c) are true and complete copies of all real property lease agreements, including all amendments and modifications thereto, and all other leases or licenses or other rights to possession of any real property used or held by the Sellers (the "Real Property Leases").

(b) Interests. The Sellers' interest in the Leased Real Property is as set forth on Schedule 2.1(c). The Leased Real Property and all of the fixtures, towers and improvements thereon owned by the Sellers (collectively, the "Owned Improvements") are in good operating condition and repair, reasonable wear and tear excepted, and have been maintained in accordance with industry standards and any standards or guidelines imposed by the FCC.

(c) All Leases. The Real Property Leases constitute all the real property leases to which the Sellers are lessee and the Leased Real Property is the only real property now used by the Sellers in the operation of the Station as the Station is presently operated.

(d) Good Title. With respect to the Real Property Leases, as of the Closing Date, the Sellers will have good title to their leasehold interest in such real property and the Owned Improvements, in each case, free and clear of all liens, claims and encumbrances, except for the liens, claims and encumbrances identified in such leases. As of the Closing Date, with respect to each such lease, (i) the leases will be in full force and effect, (ii) the Sellers will have entered into such leases in the Ordinary Course of Business and the Sellers will have been in peaceable possession since the beginning of the original term of any such lease, and (iii) the Sellers will not have given nor received any notice of default or termination, and no condition exists and no event has occurred that, with the giving of notice, the lapse of time or the happening of any further event would become a default or permit early termination under any such lease.

3.17 Environmental Matters. With respect to the ownership and operation of the Station, to the Sellers' Knowledge, there are no underground or aboveground storage tanks on any of the Leased Real Property. Hazardous Materials have not been Released at, on, in or under the Leased Real Property by the Sellers or, to the Sellers' Knowledge, by any other Person. To the Sellers' Knowledge, there are no quantities or concentrations of Hazardous Materials Released at, on, in or under the Leased Real Property that pose an unacceptable risk to human health or the environment under Environmental Laws.

3.18 Environmental Studies. There are no environmental reports, studies or analyses in the possession of the Sellers relating to the Leased Real Property or the operation of the Station concerning: (a) Hazardous Materials; (b) compliance with applicable Environmental Laws; or (c) compliance with Environmental Permits, if any.

3.19 Compliance with Law and Regulations. The Station, the Assets, and the Sellers are in compliance with all requirements of federal, state, county and local laws, ordinances, rules, regulations and policies, including Environmental Laws, and all rules, regulations and requirements of all federal, state, county and local governmental bodies or agencies, including the FCC and the FAA, having jurisdiction over any of them, the operations and intended digital operations of the Station, the use of the Sellers' properties and assets (including the Assets) and the Leased Real Property. Without limiting the foregoing, the Sellers have paid all monies and obtained all FCC licenses, permits, certificates and authorizations (including the Authorizations) and all other material licenses, permits, certificates and authorizations, including Environmental Permits, needed or required for its operations and intended digital operations, and the use of the Leased Real Property, and the Sellers are in compliance with all such licenses, permits, certificates and authorizations. The Sellers have properly filed all reports and other documents, including Returns with respect to Taxes, required to be filed with any Government Agency, including the FCC, and from the date hereof to the Effective Time such reports and other documents will be filed on a timely basis. Neither the Sellers nor any of the Member/Stockholder have received any notice from any Government Agency or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices or the Leased Real Property fail to comply with any applicable law, ordinance, regulation, zoning law, or building, health, fire, or environmental protection code or requirement of any public authority or body.

3.20 Insurance. A summary of current insurance coverage of the Sellers is attached as Schedule 3.20. The Sellers maintain and will continue to maintain in full force and effect through the Effective Time, insurance policies covering each of them and the Assets in

amounts and insuring against hazards, in the amounts set forth on Schedule 3.20. All of such policies are in full force and effect and the Sellers are not in default of any material provision thereof. Neither the Sellers nor the Member/Stockholder have received notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it. There is no material inaccuracy in any application for any such existing policies or binders which would reasonably be expected to adversely affect coverage thereunder.

### 3.21 Labor, Employment Contracts and Benefit Programs.

(a) No Collective Bargaining Agreements. There are no collective bargaining agreements or written or oral agreements relating to the terms and conditions of employment or termination of employment covering any employees, consultants or agents of the Sellers. All employees of the Sellers are employees-at-will. There is no strike, picketing, slowdown or work stoppage by or concerning such employees pending against or involving the Sellers. No representation question is pending or threatened with respect to any of the Station's employees.

(b) Employee Manuals. All handbooks and written policies and procedures relating to employment by the Sellers including, but not limited to, compensation, benefits, equal employment opportunity and safety are listed and described on Schedule 3.21 and Sellers have delivered true and complete copies thereof to the Buyer.

(c) Compliance. The Sellers are not liable for any arrears for wages, benefits, Taxes, damages or penalties for failing to comply with any law, rule, regulation, ordinance, order or decree relating in any way to labor or employment.

(d) Employee Plans. Except as described on Schedule 3.21, the Sellers do not have any pension plan, profit sharing plan, deferred compensation plan, stock option or stock bonus plan, savings plan, welfare plan or other benefit plan or arrangement, policy, practice, procedure or contract concerning employee benefits or fringe benefits of any kind, whether governed by ERISA, relating to or covering any employees of the Sellers including the Station (a "Station Benefit Plan"). The Sellers do not maintain, sponsor or contribute to any "employee benefit plan" (within the meaning of Section 3(3) of ERISA) or any other plan, program, practice, agreement or arrangement covering the Station, whether written or oral, of employee compensation, deferred compensation, severance pay, retiree benefit or fringe benefit. The Sellers have furnished the Buyer with true, complete and accurate copies of all summary plan descriptions of Station Benefit Plans.

(e) No Multiemployer Plans. The Sellers (i) have never contributed to a Multiemployer Plan and (ii) have never incurred any liability under Title IV of ERISA to the PBGC or to a Multiemployer Plan.

(f) COBRA. The Sellers have fully complied with the provisions of Section 4980B of the Code and Part 6 of Title I of ERISA. The requirements of COBRA have been met with respect to each such Employee Plan which is an Employee Welfare Benefit Plan. Buyer also shall have no obligation to provide any benefits under any group health plan of Sellers, including, without limitation, any benefits required pursuant to the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended, 29 USC 601 et seq. ("COBRA") with respect to employees, former employees or their dependents that are the obligation of Sellers under COBRA, any benefits provided to retirees or other former employees of Sellers, and any benefits with respect to claims incurred before the Closing Date but not paid before the Closing Date.

(g) Employees. Schedule 3.21 lists the names and job titles of all employees of the Sellers as of January 31, 2007, the current compensation and any proposed salary increase or bonus to be authorized or payable between the date hereof and the Closing Date for each, current hourly wages and vacation days for each (or pay in lieu thereof) assuming no vacation has been taken, the actual days of vacation taken by each employee through January 31, 2007, and the monetary liability associated with such available vacation days. Each employee's length of service and employment commencement date is set forth on Schedule 3.21.

3.22 Litigation. There are no actions, suits, arbitrations, audits, administrative charges or other legal proceedings, claims or governmental investigations pending or, to the Seller's Knowledge, threatened against the Sellers other than the Bankruptcy Case, the Charter Litigation, and Charter's informal request for commission action pending before the FCC, nor is there any basis for any such action, suit, arbitration, audit, claim, administrative charge or other legal proceedings, claim or governmental investigation. The Sellers have not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree relating to the Station or the Assets of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on the condition of the Station or any of the Assets or on the ability of the Member/Stockholder or the Seller to enter into this Agreement or consummate the transactions contemplated hereby.

3.23 Intangible Property. The Sellers have all right, title and interest in and to all Intangible Property necessary or desirable in the operation of the Station as presently operated and as presently proposed to be operated. Neither the Sellers nor any of the Member/Stockholder has received notice of any claim against it involving any conflict or claim of conflict of any of the items listed on Schedule 2.1(g), and there is no basis for any such claim of conflict. Each item of Intangible Property owned or used by the Sellers immediately before the Closing will be owned or available for use by the Buyer on identical terms and conditions immediately after the Closing. The Sellers have taken all necessary and desirable action to maintain and protect each item of Intangible Property that they own or use. No service provided by the Sellers or any programming or other material used, broadcast or disseminated by the Sellers, infringes on any copyright, patent or trademark of any other party.

3.24 Bulk Sales. Neither the sale and transfer of the Assets pursuant to this Agreement, nor Buyer's possession and use thereof from and after the Closing because of such sale and transfer, will be subject to: (a) any law pertaining to bulk sales or transfers or to the effectiveness of bulk sales or transfers as against creditors of the Sellers; or (b) the imposition of any liability on Buyer for appraisal rights or other liability owing to the Sellers or the Member/Stockholder.

3.25 Brokers. Except as set forth on Schedule 3.25, there is no broker or finder or other Person who would have any valid claim through the Sellers against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the

transactions contemplated hereby as a result of any agreement of, or action taken by, the Sellers or the Member/Stockholder.

3.26 Conflicting Interests. Neither the Sellers, the Member/Stockholder, nor any director, officer, member, manager, partner, employee or shareholder of any of them, nor any Affiliate of any of the foregoing, has any financial interest in any supplier, advertiser or customer of the Sellers or the Member/Stockholder or in any other business enterprise with which the Sellers engage in business or with which the Sellers are in competition. The ownership of less than one percent of the outstanding capital stock of a publicly-held corporation shall not be deemed to be a violation of this representation and warranty. None of the Member/Stockholder or their Affiliates owns any asset, tangible or intangible, which is used in the business of the Sellers.

3.27 Matters Arising After the Interim Balance Sheet Date. Between the date of the Financial Statements and the date of this Agreement:

(a) There has not been any material adverse change in the financial condition or business of the Sellers, uncured default by the Sellers under the terms of the leases for the Leased Real Property or any material physical damage or loss to any of the Assets (except where such damage or loss was covered by insurance and repair or replacement of the damaged or lost assets has been completed);

(b) The Sellers have maintained their books, accounts and records in the usual, customary and ordinary manner;

(c) The Sellers have preserved their business organization intact and have used their best efforts to keep available the services of their employees and to preserve relationships with the FCC and their customers, advertisers, suppliers and others with whom they deal;

(d) The Sellers have not sold, leased, transferred, or assigned any of their assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(e) The Sellers have not entered into any agreement, contract, license or lease outside the Ordinary Course of Business;

(f) No party (including the Sellers) has accelerated, terminated, modified or cancelled any agreement, contract, lease or license involving more than \$5,000 to which the Sellers are a party or by which they are bound;

(g) The Sellers have not permitted the imposition of any security interests on any of their assets;

(h) The Sellers have not experienced any damage, destruction or loss (whether or not covered by insurance) to their property (including the Assets); and

(i) The Sellers have not taken any action outside of the Ordinary Course of Business, except as related to the transactions contemplated hereby.

3.28 FAA Compliance. All towers used by the Sellers are in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other governmental authority. Attached as Schedule 3.28 are copies of the most recent tower inspection report(s) of the Station.

3.29 Coverage. Attached as Schedule 3.29 is a list of all the cable systems in the Designated Market Area (as defined in Section 47 C.F.R. Section 76.55(e)) of the Station and sets forth which systems carry the Station and which systems do not carry the Station.

3.30 Bankruptcy. Neither MNE nor any of its members are insolvent or the subject of bankruptcy or any similar proceeding.

3.31 Disclosure. No provision of this Agreement relating to Sellers, the Station or the Assets or any other document, Schedule, Exhibit or other information furnished by the Sellers or the Member/Stockholder to the Buyer in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading. All Schedules attached hereto are accurate and complete as of the date hereof or the date specified on the Schedule.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as follows:

4.1 Qualification as a Broadcast Licensee. The Buyer is familiar with the Communications Act and the existing rules, regulations and policies of the FCC. To the Buyer's Knowledge, the Buyer is legally and financially qualified under the Communications Act and the rules, regulations and policies of the FCC to acquire the Station from the Seller. There is no fact or condition known to the Buyer that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Buyer as owner and operator of the Station or constitute grounds for the filing of a petition to deny or objection related to the qualifications of the Buyer or that would reasonably be expected to result in a delay for FCC approval of the assignment applications. To the Buyer's Knowledge, no waiver of any FCC rule, regulation or policy existing as of the date of this Agreement will be required, with respect to the Buyer, to obtain FCC approval of the assignment applications.

4.2 Status.

(a) Buyer. The Buyer is a nonstock corporation duly organized, in good standing and validly existing under the laws of the Commonwealth of Virginia. The Buyer has the requisite corporate power to enter into and complete the transactions contemplated by this Agreement.

(b) Approvals and Consents. There are no approvals or consents of Persons not a party to this Agreement that are legally or contractually required to be obtained by the Buyer in connection with the consummation of the transactions contemplated by this Agreement other than the FCC Order.

4.3 No Defaults. Neither the execution, delivery and performance by the Buyer of this Agreement nor the consummation by the Buyer of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Incorporation or Bylaws of the Buyer, (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under any contract, mortgage, indenture, agreement, lease or other instrument to which the Buyer is a party or by which it is bound or the assets of it are bound, or by which it may be affected, or result in the creation of any Security Interest on any of the assets of the Buyer, or (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to the Buyer or the assets of the Buyer.

4.4 Entity Action. All actions and proceedings necessary to be taken by or on the part of the Buyer in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with and subject to its terms.

4.5 Full Disclosure. No provision of this Agreement relating to the Buyer or any other document, Schedule, Exhibit or other information furnished by the Buyer to the Seller in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading.

ARTICLE 5  
COVENANTS OF THE SELLERS AND THE MEMBER/STOCKHOLDER  
PENDING THE CLOSING

The Sellers and the Member/Stockholder covenant and agree that, from the date hereof until the completion of the Closing:

5.1 Operations of the Business.

(a) Ordinary Operations. The Member/Stockholder and the Sellers will exert best efforts to close under this Agreement. Until the Closing, and subject to the terms of the TBA, the Member/Stockholder will cause the Sellers to use, and the Sellers will use, their best efforts to carry on operations of the Station and keep their books and accounts, records and files in the usual and ordinary manner in which the business of the Station has been conducted in the past, including, but not limited to, spending amounts on advertising, promotions and marketing of the Station between the date of this Agreement and the Closing Date, as set forth in

the budget attached as Schedule 5.1 which are comparable to the amounts the Sellers spent for the comparable period in 2005 and 2006. The Member/Stockholder shall cause the Sellers to, and the Sellers shall, operate the Station in compliance with the terms of the Authorizations and all applicable laws, rules and regulations, including, without limitation, FCC rules and regulations.

(b) Current Statements. The Sellers shall provide the Buyer with copies of the Sellers' monthly internal balance sheets and related statements of operations for the monthly accounting periods between the Latest Balance Sheet Date and the Closing Date, by the 15<sup>th</sup> day of each month for the preceding calendar month, which statements shall present fairly the financial position of the Seller and the results of operations for the period indicated, in accordance with GAAP, except for the absence of footnotes. Such monthly statements shall show: (i) the current month's and prior year's actual results for such month and the current month's budget, each by line item, (ii) year-to-date information and comparative prior year period information for each of the foregoing, each by line item, and (iii) items of non-recurring income and expense separately, all of which shall be presented fairly and in accordance with GAAP, except for the absence of footnotes. In addition, the Sellers shall provide to the Buyer simultaneously with the delivery of these monthly financial statements, financial information to permit the Buyer to compute readily the income from operations and broadcast cash flow of the Station for such month and the year-to-date and, if required by the Buyer's lender, if any, and at the Buyer's expense, permit an audit by an independent firm of certified public accountants of the cash flow of the Station.

(c) Preserve Business. While operating the Station, the Member/Stockholder shall cause the Sellers to, and the Sellers shall, use their best efforts to preserve (i) their business organization intact, retaining substantially as at present the employees, consultants and agents of the Station and (ii) the goodwill of the Station and the suppliers, advertisers, customers and others having business relations with the Station.

(d) Assets in Good Repair. All Tangible Personal Property and Leased Real Property shall be maintained in good operating condition and repair, reasonable wear and tear excepted, and the entity operating the Station shall maintain adequate and usual supplies of office supplies, spare parts and other materials as have been customarily maintained in the past. The Member/Stockholder shall cause the Sellers to use, and the Sellers shall use, their best efforts to preserve intact the Assets and to maintain in effect the casualty and liability insurance on the Assets heretofore in force.

5.2 Prohibited Actions. Except as otherwise specifically provided in the TBA, before the Closing Date, the Member/Stockholder shall cause the Sellers not to, and the Sellers shall not, without the prior written consent of the Buyer:

(a) Sell, lease or transfer or agree to sell, lease or transfer, any Assets except for incidental sales or leases, in the Ordinary Course of Business, of Assets which are being replaced by assets of comparable or superior kind, condition and value;

(b) Except as may be required by existing written plans or agreements (which written plans and agreements are included in the Schedules hereto or have otherwise been

provided to the Buyer), grant any raises to any of its employees or consultants (except in the Ordinary Course of Business), establish or modify any severance plan, pay any substantial bonuses (except in the Ordinary Course of Business), enter into any contract of employment with any employee or employees of the Sellers, change any benefits to employees or consultants or enter into any independent contractor agreement;

(c) Renegotiate, modify, renew, amend, or terminate any Program License Agreement or, except in the Ordinary Course of Business, any other existing Contracts (except the Real Property Leases in connection with the negotiation of the New Leases), including, without limitation, any time sales contract;

(d) Make any change in the Station's leasehold improvements or fixtures except in the Ordinary Course of Business;

(e) Enter into any contracts with Affiliates of the Member/Stockholder or the Sellers with respect to the Station or the Assets;

(f) Apply to the FCC for any construction permit that would restrict the Sellers' present operations or make any change in the Station's buildings, leasehold improvements or fixtures except in the Ordinary Course of Business;

(g) Enter into any barter or trade contract or contracts that are prepaid other than in the Ordinary Course of Business;

(h) Make or attempt to make any change in the Authorizations, other than to keep the Authorizations in full force and effect; or

(i) Consent to the execution, placement, creation or amendment of easements, restrictions, rights-of-way or other matters affecting title to the Leased Real Property.

5.3 No Distributions or Payments. Sellers shall not make any distributions to their Member/Stockholder with respect to interests in the Sellers of any kind or nature, except either entity may distribute the Excluded Assets.

5.4 Access to Facilities, Files and Records. At the reasonable request of the Buyer and on reasonable advance notice, the Member/Stockholder shall cause the Sellers to, and the Sellers shall, from time to time, promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of the Buyer full access during normal business hours to: (i) all facilities, properties, accounts, books, deeds, title papers, insurance policies, agreements, contracts, commitments, records and files of every character, including, without limitation, minute books, equipment, machinery, fixtures, furniture, vehicles, notes and accounts payable and receivable relating to the Station; and (ii) all such other information concerning the Sellers, the Station and the Assets as the Buyer may reasonably request. Any investigation or examination by the Buyer in connection with the foregoing shall not in any way diminish or obviate any representations or warranties of the Sellers or the Member/Stockholder made in this Agreement, the Exhibits, Schedules and documents delivered pursuant to this Agreement. The Member/Stockholder shall cause the Sellers' accountants, and

the Sellers shall cause their accountants, and any of their agents in possession of the Sellers' books and records, to cooperate with the Buyer's requests for information pursuant to this Agreement and shall cause such accountants to provide the Buyer access to all of the accountants' audit and tax work papers with respect to the Sellers.

5.5 Representations and Warranties. The Sellers and the Member/Stockholder shall give detailed written notice to the Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to the Sellers or the Member/Stockholder on or before the date of this Agreement, of any of the Sellers' or the Members'/Stockholders' representations or warranties contained in this Agreement or in any Schedule attached hereto.

5.6 Consents. The Sellers and the Member/Stockholder shall use their best efforts to obtain the consent or approval of any third Person required under any Contract listed on the Contract Schedules to assign any such contract from the Seller to the Buyer, including providing adequate notice of the assignment where applicable. The Buyer has designated certain of these consents as material to the operations of the Station as noted on Schedule 5.6 (a "Material Consent"). The Buyer shall not be obligated to accept the assignment of any Contract or any liability under such Contract for which a Material Consent is not obtained and, if such consent is obtained after the Closing, the Buyer will not be required to assume any liability under such Contract until such consent is obtained and the Buyer is placed in the position it would have been in if the consent had been obtained before the Closing.

5.7 Replacement Value; Missing Assets.

(a) On reasonable advance notice, the Member/Stockholder shall cause the Sellers to, and the Sellers shall promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of the Buyer full access during normal business hours to inspect the Tangible Personal Property.

(b) The parties agree that if any of the Tangible Personal Property is not working or not working properly (the "Replaced Assets"), the cost of replacing the Replaced Assets with new assets of like kind (the "Replacement Value") shall be deducted from the Purchase Price and the Replaced Assets shall be considered Excluded Assets hereunder. The Buyer shall provide the Sellers with an itemized list (the "List") of the Tangible Personal Property that it believes requires replacement and the amount that the Buyer believes represents the Replacement Value (the "Buyer Replacement Value"). If within 10 days after the delivery of the List, the Sellers shall not have given written notice to the Buyer setting forth in detail any objection to the Buyer Replacement Value, then such Buyer Replacement Value shall be the Replacement Value for purposes of this Agreement and shall be final and binding on the parties hereto. If, within such 10-day period, the Sellers shall give written notice to the Buyer setting forth in reasonable detail any material objection to the Buyer Replacement Value, the Buyer and the Sellers shall endeavor to reach agreement within the 10-day period following the receipt by the Buyer of the notice of objection. If the parties shall reach agreement on the objections of the Sellers, then the Buyer Replacement Value as adjusted by the parties shall become the Replacement Value for purposes of this Agreement and shall be final and binding on the parties hereto. If the parties are unable to reach agreement within such 10-day period, then the matter

shall be submitted as soon as practicable to a qualified appraiser to be mutually agreed on by the Sellers and the Buyer for determination of the Replacement Value, in which case the determination of the qualified appraiser shall be final and binding on the parties and such amount shall become the Replacement Value for purposes of the remainder of this Agreement. The cost of the qualified appraiser shall be shared equally by the Sellers and the Buyer.

(c) If the Tangible Personal Property (excluding, for purposes of this reference only, the Purchased Missing Assets) does not include certain assets necessary to conduct the operation of the Station as presently conducted, then either (i) such missing assets shall be purchased in new condition by the Sellers at their own expense (the "Purchased Missing Assets") and transferred to the Buyer at Closing or (ii) the cost of such missing assets in new condition (the "Missing Assets") (the "Missing Asset Value") shall be deducted from the Purchase Price as provided in Section 2.5. The Purchased Missing Assets, if any, shall be described on Schedule 5.7(c).

5.8 New Leases. On or before the Closing, each Real Property Lease related to real property as set forth in Schedule 5.8 shall be renegotiated by the Sellers (with the assistance, cooperation and input of the Buyer), at Sellers' expense, and subject to the reasonable approval of the Buyer, to include the following: (i) a 10 year term or such shorter term as the Buyer, in its sole discretion, may agree to accept; (ii) landlord's consent to the assignment of such lease to the Buyer or, if necessary, Bankruptcy Court approval of the assignment; and (iii) a provision for appropriate leasehold mortgages in the Buyer's lenders' reasonable discretion (collectively, the "New Leases"). When used elsewhere in this Agreement, a reference to the Real Property Leases shall include the New Leases.

5.9 Notice of Proceedings. The Sellers and the Member/Stockholder will promptly notify the Buyer in writing on: (a) receiving notice of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

5.10 Consummation of Agreement. Subject to the provisions of Section 11.1 of this Agreement, the Sellers shall, and the Member/Stockholder shall cause the Sellers to, fulfill and perform all conditions and obligations on their parts to be fulfilled and performed under this Agreement and use their best efforts to cause the transactions contemplated by this Agreement to be fully carried out.

5.11 Applications for FCC Consents. As promptly as practicable after the date of this Agreement, and in no event later than 10 business days after the full execution of this Agreement, the Sellers, the Member/Stockholder and the Buyer shall cause to be filed applications with the FCC requesting the FCC's written consent to the assignment of the Authorizations to the Buyer. The Sellers, the Member/Stockholder and the Buyer shall use their best efforts, to take all steps that are proper, necessary or desirable to expedite the preparation of such applications and their prosecution to a favorable conclusion. Each party shall promptly

provide the other with a copy of any pleading, order or other document served on such party relating to such applications. The Sellers and the Member/Stockholder shall furnish all information required by the FCC. If, at Buyer's sole option, Closing occurs hereunder without the FCC Order and any required extension of the terms thereof becoming Final, then the parties' obligations under this Section shall survive the Closing until the FCC Order and all such consents and extensions become Final. Each party shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to the Buyer.

5.12 Title to Leased Real Property. With respect to any Leased Real Property, within 30 days after the date of this Agreement, to the extent that such documentation is reasonably available to Sellers, Sellers shall deliver to the Buyer copies of (A) all existing soil, engineering and environmental reports and studies with respect to the maintenance, use, occupancy and operation, (B) any existing surveys and plats, (C) any and all title insurance commitments and title insurance policies, and (D) any permits issued by any Governmental Agency. The parties acknowledge that Buyer, at its own cost and expense, may conduct a title examination and survey of the Leased Real Property and any environmental study before Closing.

5.13 Publicity. Except as otherwise required by the FCC or the Bankruptcy Court, neither the Member/Stockholder and the Sellers, nor the Buyer, nor any of their respective Affiliates shall issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless the other party shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to in writing by such party.

5.14 Exclusivity. MNE will not (and the Members will not cause or permit MNE to) (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any of the voting securities, or any portion of the assets of MNE outside the ordinary course of business (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. The Member will not vote his interests in MNE in favor of any such acquisition structured as a merger, consolidation or share exchange. MNE will notify the Buyer immediately if any Person makes any proposal, offer, inquiry or contact with respect to any of the foregoing.

5.15 Confidentiality. Any and all information, disclosures, knowledge or facts regarding the Buyer and its operations derived from or resulting from the Sellers' or the Members'/Stockholders' acts or conduct (including, without limitation, acts or conduct of the Sellers' or the Member/Stockholder managers, partners, officers, employees, accountants, counsel, agents, consultants or representatives, or any of them (collectively, "Representatives")) under the provisions of this Section or otherwise obtained by the Sellers or the Member/Stockholder (or their Representatives) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to the Sellers' and the Members'/Stockholders' Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement and the Sellers shall be responsible for any breach of

confidentiality by any such Person. If this Agreement terminates before Closing, the Sellers and the Member/Stockholder shall return promptly any information obtained regarding the Buyer, and the Sellers and the Member/Stockholder shall instruct their Representatives also to return any such information.

## ARTICLE 6 COVENANTS OF THE BUYER PENDING THE CLOSING

The Buyer covenants and agrees that from the date of this Agreement until the completion of the Closing:

6.1 Consummation of Agreement. Subject to the provisions of Section 11.1 of this Agreement, the Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

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

6.3 Contracts Not to be Assumed. From time to time following the date of this Agreement, the Sellers may request that the Buyer permit additional Contracts to be added to the Schedules to this Agreement and to be assigned to and assumed by the Buyer at the Closing. These Contracts may be accepted or rejected by the Buyer (except for those entered into in the Ordinary Course of Business pursuant to Section 2.1(f), subject to the limitations set forth in Section 2.1(f), and the New Leases approved by Buyer) at the Buyer's sole discretion.

6.4 Confidentiality. Any and all information, disclosures, knowledge or facts regarding the Sellers, the Assets and the Station and their operations derived from or resulting from the Buyer's acts or conduct (including, without limitation, acts or conduct of the Buyer's Representatives) under the provisions of this Section or otherwise obtained by the Buyer (or its Representatives) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to the Buyer's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement and the Buyer shall be responsible for any breach of confidentiality by any such Person. If this Agreement terminates before Closing, the Buyer shall return promptly any information obtained regarding the Sellers, the Station or the Assets and the Buyer shall instruct its Representatives also to return any such information.

ARTICLE 7  
CONDITIONS TO THE OBLIGATIONS OF THE SELLERS  
AND THE MEMBER/STOCKHOLDER

The obligations of the Sellers and the Member/Stockholder under this Agreement are, at their option, subject to the fulfillment of the following conditions before or on the Closing Date:

7.1 Representations, Warranties and Covenants.

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

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

(c) Certificate of the Buyer. The Sellers shall be furnished with a certificate, dated the Closing Date and duly executed by an officer of the Buyer to the effect that the conditions set forth in Sections (a) and (b) have been satisfied; and

(d) Other Documents. The Sellers shall be furnished with such certificates, documents or instruments with respect to the Buyer as the Sellers may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.

7.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by the Sellers pursuant to this Section 7.2 before the Final Closing Date but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

7.3 Deliveries. The Buyer shall have complied with each and every one of its obligations set forth in Section 9.2.

7.4 Authorizations. Except as otherwise contemplated by Section 2.7, the FCC Order shall have been granted, shall be effective and shall have become Final.

ARTICLE 8  
CONDITIONS TO THE OBLIGATIONS OF THE BUYER

The obligations of the Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

8.1 Representations, Warranties and Covenants.

(a) Representations True. Each of the representations and warranties of the Sellers and the Member/Stockholder contained in this Agreement shall have been true and correct as of the date when made; and each of such representations and warranties shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Sellers' and Members'/Stockholders' Performance. The Sellers and the Member/Stockholder shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by them before or on the Closing Date;

(c) Sellers' and Members'/Stockholders' Certificates. The Sellers and the Member/Stockholder shall have furnished the Buyer with certificates, dated the Closing Date and duly executed by the managing member of MNE, the Member/Stockholder, and the president of WDRL, to the effect that the conditions set forth in Sections 8.1(a) and (b) have been satisfied; and

(d) Other Documents. The Buyer shall be furnished with such certificates, documents or instruments with respect to the Sellers and the Member/Stockholder as the Buyer may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.

8.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. If such a restraining order or injunction is in effect, then this Agreement may not be terminated by the Buyer pursuant to this Section before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

8.3 Liens Released. All Security Interests pertaining to the Assets shall be released of record or by order of the Bankruptcy Court and there shall be no liens in respect of the Assets, except Permitted Encumbrances.

8.4 Deliveries. The Sellers and the Member/Stockholder shall have complied with each and every one of their respective obligations set forth in Section 9.1.

8.5 Other Consents. The Buyer and/or the Sellers shall have obtained all Material Consents, without any change in the terms of the underlying agreements, except these approved by the Buyer in writing.

8.6 Revised Schedules. The Sellers and the Member/Stockholder shall have delivered to the Buyer such revised forms of each of the Schedules or updated information for addition to or inclusion in the Schedules as are necessary to reflect changes in such Schedules as of the Closing Date (including, without limitation, copies of the New Leases); *provided, however*, that, except for changes that are permitted by the terms of this Agreement, no change in any Schedule will be binding on the Buyer without its prior written consent, which consent may be withheld by the Buyer for any or no reason.

8.7 No Material Change in Business or Assets. There shall not have been a material adverse change in the Station or Assets nor shall there have been an uncured or continuing default by the Sellers under any Contract, with the exception of the alleged default which is the basis of the Charter Litigation.

8.8 Authorizations. Except as otherwise contemplated by Section 2.7, the FCC Order with respect to all Authorizations issued by the FCC shall have been granted, shall be effective and shall have become Final.

8.9 Broadcast Transmissions. The analog broadcast transmissions of the Station shall not have been materially impaired for more than 120 hours in the aggregate since the date of this Agreement.

8.10 Replacement Value. The Replacement Value shall have been determined.

8.11 New Leases. The New Leases shall have been entered into by the Sellers and shall be in full force and effect.

8.12 Financing. The Buyer shall have obtained on terms and conditions reasonably satisfactory to it all of the financing it needs to consummate the transactions contemplated under this Agreement.

8.13 Bankruptcy. WDRL, Debtor-in-Possession, shall have obtained a non-appealable Final order in the Bankruptcy Case (i) granting the Debtor-in-Possession's motion under 11 U.S.C. § 363 and, if necessary, § 365 for approval of the sale of all, or substantially all, of the debtor's assets free and clear of all liens and, if necessary, for assumption and assignment of certain agreements, or (ii) a Final order confirming the Debtor-in-Possession's plan of reorganization approving the sale of all, or substantially all, of the debtor's assets free and clear of all liens, and, if necessary, for assumption and assignment of certain agreements. The Final order referenced above shall include findings (1) that a valid bar date has been established; (2) that the bar date has passed; (3) that the amount paid for the debtor's assets is a fair and reasonable amount for the value of the assets received and/or that the amount paid for the debtor's assets are sufficient to resolve all known claims of the debtor's creditors; and (4) that the debtor's assets shall be conveyed to the Buyer free and clear of all liens and claims of the creditors of the Debtor-in-Possession, WDRL.

8.14 Charter Claims and Charter Litigation. All claims against the Sellers and/or the Member/Shareholders currently held by the plaintiff in the Charter Litigation ("Charter"), including but not limited to, (1) all claims which are or could have been presented in the Charter Litigation, (2) Charter's informal request for commission action currently pending before the FCC and/or (3) any other administrative challenges which Charter has or could have presented to the FCC or other regulatory agencies shall be resolved through mutual agreement of the parties to the Charter Litigation or entry of a Final Order by a court of competent jurisdiction. Further, the Charter Litigation will be dismissed with prejudice pursuant to the entry of a Final court order, and Charter's informal request for commission action shall be withdrawn by Charter.

## ARTICLE 9

### ITEMS TO BE DELIVERED AT THE CLOSING

9.1 Deliveries by the Sellers. At the Closing, the Sellers and the Member/Stockholder shall deliver to the Buyer, duly executed by the Sellers, the Member/Stockholder or such other signatory as may be required by the nature of the document:

(a) Bills of Sale. Bills of sale, certificates of title, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to the Buyer, sufficient to sell, convey, transfer and assign to the Buyer all right, title and interest of the Sellers in and to the Assets and to quiet the Buyer's title thereto;

(b) Resolutions. Certified copies of resolutions, duly adopted by the managing member of MNE, the President of WDRL [and the Member/Stockholder], which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by the Sellers of this Agreement and the consummation of the transactions contemplated hereby;

(c) Sellers' and Members'/Stockholders' Certificates. The certificates referred to in Section 8.1(c);

(d) Good Standing Certificate. A certificate of the State Corporation Commission of Virginia as to the existence of MNE and the good standing of WDRL as of a recent date (but in no event shall such certificate be dated more than 10 days before the Closing);

(e) Noncompetition Agreement. The Noncompetition, Nonsolicitation and Confidentiality Agreement between the Member/Stockholder, the Sellers, and the Buyer in the form of Exhibit E attached (the "Noncompetition Agreement");

(f) Opinions. An opinion of counsel for the Sellers and the Member/Stockholder and an opinion of FCC counsel for the Sellers, both dated the Closing Date, in the forms attached as Exhibits F-1 and F-2;

(g) Estoppel Certificates. Landlords estoppel certificates, consents and waivers concerning the Leased Real Property in form and substance satisfactory to the Buyer;

(h) Consents. Material Consents in form and content satisfactory to the Buyer;

(i) Indemnification Escrow Agreement. The Indemnification Escrow Agreement;

(j) Time Brokerage Agreement. The Time Brokerage Agreement between the Buyer and the Sellers in the form attached as Exhibit G (the "TBA");

(k) Employment Agreement. The Employment Agreement between the Buyer and Melvin N. Eleazer in the form attached as Exhibit H (the "Employment Agreement"); and

(l) Security Agreement. The Security Agreement.

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

(a) Purchase Price. The Purchase Price, which shall be paid in the manner specified in Section 2.5;

(b) Note. The Note;

(c) Assumption Agreements. An instrument or instruments of assumption of the Program License Agreements, the Contracts, the Authorizations and the Real Property Leases to be assumed by the Buyer pursuant to this Agreement, in form and substance satisfactory to the Sellers;

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

(e) Employment Agreement. The Employment Agreement;

(f) Buyer's Certificate. The certificate referred to in Section 7.1(c);

(g) Good Standing Certificate. A certificate of the State Corporation Commission of Virginia as to the good standing of the Buyer as of a recent date (but in no event shall such certificate be dated more than 10 days before the Closing).

(h) Noncompetition Agreement. The Noncompetition Agreement;

- (i) Opinion. An opinion of counsel for the Buyer, dated the Closing Date, in the form attached as Exhibit I;
- (j) Indemnification Escrow Agreement. The Indemnification Escrow Agreement;
- (k) TBA. The TBA;
- (l) Security Agreement. The Security Agreement; and
- (m) Loan Documents. A copy of those loan documents related to financing for the acquisition of the Assets by Buyer.

ARTICLE 10  
SURVIVAL; INDEMNIFICATION

10.1 Survival. All covenants, representations and warranties contained in this Agreement, or in any Exhibit, Schedule, certificate, agreement or statement delivered hereto shall survive the Closing. If a Deficiency is asserted by either party before the expiration of the limitations period under applicable law, such asserted Deficiency shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

10.2 Basic Provision.

(a) Buyer Indemnitees. Throughout the period following the Closing, the Sellers and the Member/Stockholder (the Sellers and the Member/Stockholder an "Indemnifying Party") hereby, jointly and severally, agree to indemnify and hold harmless the Buyer, its directors, officers, agents, representatives and employees and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Buyer, and its successors and assigns (collectively, the "Buyer Indemnitees"), from, against and in respect of, and to reimburse the Buyer Indemnitees for the amount of any and all Deficiencies. After Closing, Buyer shall be partially secured through access to the Indemnification Escrow Amount for the purpose of providing collateral security from the Deficiencies suffered or incurred pursuant to this Section 10.2(a).

(b) Seller Indemnitees. The Buyer ("Indemnifying Party") hereby agrees to indemnify and hold harmless the Sellers and their respective members, shareholders, managers, officers, agents, representatives, employees and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Sellers, and their successors and assigns (collectively, the "Seller Indemnitees"), from, against and in respect of, and to reimburse the Seller Indemnitees for the amount of any and all Deficiencies.

10.3 Definition of "Deficiencies".

(a) Deficiencies for the Buyer. As used in this Article 10, the term "Deficiencies" when asserted by the Buyer Indemnitees or arising out of a third party claim against

the Buyer Indemnitees shall mean any and all losses, fines, damages, liabilities and claims sustained by the Buyer Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of the Sellers or the Member/Stockholder contained in or made in this Agreement or in an Exhibit, Schedule, certificate, agreement or statement delivered pursuant to this Agreement;

(ii) Any failure by the Sellers and the Member/Stockholder to pay or discharge any Excluded Liability or any other liability of the Seller, the Member/Stockholder and the Seller Indemnitees, direct or contingent, that is not expressly assumed by the Buyer pursuant to the provisions of this Agreement;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of the Sellers, the Assets or the Station before the Effective Time or any claim made against Buyer relating to or arising out of the Bankruptcy Case;

(iv) Any severance pay or other payment required to be paid by the Sellers with respect to any employee or consultant of the Sellers terminated by the Sellers on or before the Effective Time;

(v) Except for obligations or liabilities expressly assumed by the Buyer herein, or arising from the TBA, the Sellers' operation of the Station or the ownership of the Assets before the Effective Time (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by the Sellers under any lease, contract, or agreement or under this Agreement before the Effective Time);

(vi) Except for obligations or liabilities expressly assumed by the Buyer herein, or except for any obligations or liabilities incurred by Buyer pursuant to the terms of the TBA, any transaction entered into by the Sellers or arising in connection with the Station or the operation of their business or any of the Assets before the Effective Time; or

(vii) Any and all acts, suits, proceedings, demands, assessments and judgments and all reasonable fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses).

(b) Deficiencies for the Sellers. As used in this Article 10, the term "Deficiencies" when asserted by the Seller Indemnitees or arising out of a third party claim against the Seller Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of the Buyer contained in or made in this Agreement or in an Exhibit, Schedule, certificate, statement or agreement delivered pursuant to this Agreement;

(ii) Any failure by the Buyer to pay or discharge any other liability arising after the Closing Date for any Assumed Liability or to pay or discharge any liability prior the Closing Date incurred by the Buyer under the TBA.

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

(iv) The Buyer's operation of the Station or the ownership of the Assets after the Closing Date (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by the Buyer under any lease, contract, or agreement or under this Agreement after the Closing Date);

(v) Any transaction entered into by the Buyer or arising in connection with the Station or the operation of its business or any of the Assets after the Closing Date; or

(vi) Any and all acts, suits, proceedings, demands, assessments and judgments and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses).

#### 10.4 Procedures for Establishment of Deficiencies.

(a) Claim Asserted. If any claim shall be asserted by any third party against the Buyer Indemnitees or the Seller Indemnitees (the Buyer Indemnitees or the Seller Indemnitees, as the case may be, hereinafter, the "Indemnitees"), which, if sustained, would result in a Deficiency, then the Indemnitees, promptly and in all events within 15 business days after learning of such claim, shall notify the Indemnifying Party of such claim and Indemnitees shall permit the Indemnifying Party to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection and at their expense. The parties will cooperate fully in any such action and shall make available to each other any books or records useful for the defense of such claim. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (a) before such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses and (b) the Indemnitees are furnished with security reasonably satisfactory to the Indemnitees that the Indemnifying Party will in fact pay such amount and expenses or the Indemnifying Party obtains a release of the Indemnitees from all liability in respect of such claim.

(b) Notice. In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, such Indemnitees shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of 30 days after the giving of the Indemnitees' notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the

Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established.

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

10.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within 30 days after the establishment thereof. The amount of established Deficiencies shall be paid in cash or, as applicable, through the Indemnification Escrow Amount and in the case of a Deficiency by the Sellers and/or Members/Shareholders, Buyer may set off such established Deficiencies from amounts owed to Sellers under the Note. Any amounts not paid by the Indemnifying Party when due under this Section shall bear interest from and after the due date thereof until the date paid at a rate equal to the lesser of: (a) 12% per annum and (b) the highest legal rate permitted by applicable law. At the option of the Indemnitees, the Indemnitees may offset any Deficiency or any portion thereof that has not been paid by the Indemnifying Party to the Indemnitees against any obligation any of the Indemnitees may have to the Indemnifying Party arising out of a Deficiency established pursuant to Section 10.4.

## ARTICLE 11 MISCELLANEOUS

11.1 Termination of Agreement. This Agreement may be terminated in writing at any time on or before the Closing Date: (a) by the mutual consent of the Sellers and the Buyer; (b) by the Buyer as provided in Sections 11.8 and 11.9; (c) by either party hereto if the Closing has not occurred on or before the date that is 24 months after the date of this Agreement (the "Final Closing Date"); (d) by the Buyer (i) thirty (30) days after the FCC Order becomes Final if the Sellers and the Member/Stockholder have not satisfied the conditions set forth in Article 8 and the Buyer has satisfied or is prepared and able (but for the Sellers' and the Member's/Stockholder's defaults) to satisfy the conditions of Article 7 or (ii) if the Sellers or the Member/Stockholder have breached any material representation, warranty, or covenant contained in this Agreement or the TBA in any material respect, the Buyer has notified the Sellers and the Member/Stockholder of the breach, and the breach has continued without cure for a period of 10 days after the notice of breach; or (e) by the Sellers (i) thirty (30) days after the FCC Order becomes Final if the Buyer has not satisfied the conditions set forth in Article 7 and the Sellers and the Member/Stockholder have satisfied or are prepared and able (but for Buyer's defaults) to satisfy the conditions of Article 8 or (ii) if the Buyer has breached any material representation, warranty, or covenant contained in this Agreement or the TBA in any material respect, the Sellers have notified the Buyer of the breach, and the breach has continued without cure for a period of 10 days after the notice of breach. A termination pursuant to this Article 11 shall not relieve any party of any liability it would otherwise have for a willful breach of this Agreement or the TBA. If this Agreement is terminated rightfully pursuant to the Article 11, all further obligations of the parties hereunder shall terminate, except that all obligations for confidentiality under Sections 5.15 and 6.4 shall survive such termination for a period of three years. The parties agree that the Sellers will suffer damages if this Agreement is terminated pursuant to Section 11.1(e) above, the Buyer is in material default and neither the Sellers nor the

Member/Stockholder are in material default of their obligations hereunder or under the TBA. Although the amount of such damages is difficult or impossible to determine, the parties agree that \$300,000 is a reasonable estimate of the Sellers' loss in such an event. Thus, the Sellers shall accept such payment of \$300,000 as liquidated damages but not as a penalty. Such liquidated damages shall constitute the Sellers' sole and exclusive remedy. On a termination for any other reason, including if this Agreement is terminated pursuant to Sections 11.1(a), (b), (c), or (d) above, the Earnest Money Escrow Deposit shall be returned to the Buyer.

11.2 Liabilities on Termination or Breach. The parties acknowledge that the operation of the Station is of a special, unique and extraordinary character. On a material breach by the Sellers or the Member/Stockholder of their representations, warranties, covenants and agreements under this Agreement, the Buyer shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring the Sellers and the Member/Stockholder to fulfill their obligations under this Agreement.

11.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement including, without limitation, accounting and legal fees incurred in connection herewith; *provided, however*, the Buyer and Sellers shall equally share the filing fees with the FCC and any sales or transfer taxes arising from the transfer of the Assets to the Buyer.

11.4 Remedies Cumulative. Except with respect to the penultimate sentence of Section 11.1, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

11.5 Preservation of Records. The Buyer will preserve and make available (including the right to inspect and copy) to the Sellers and the Member/Stockholder, their attorneys and accountants, for five years after the Closing Date and during normal business hours, such of the books, records, files, correspondence, memoranda and other documents transferred pursuant to this Agreement as the Sellers or the Member/Stockholder may reasonably require in connection with any legitimate purpose, including, but not limited to, the preparation of tax reports and returns and the preparation of financial statements. During the five-year period, the Buyer will not dispose of or destroy any such books, records, files, correspondence, memoranda or other documents without giving 30 days' prior written notice to the Sellers and the Member/Stockholder, to permit the Sellers and the Member/Stockholder, at their expense, to examine, duplicate or take possession of all or part thereof.

11.6 Non-Assignable Contracts. Nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is by law non-assignable without the consent of the other party or parties thereto, unless such consent shall be given or such assignment is approved by the Bankruptcy Court. The Sellers shall use and the Member/Stockholder shall cause the Sellers to use their best efforts (and the Buyer shall assist the Sellers) both after and before the Closing to obtain such consents to the assignment or transfer of Contracts to vest in the Buyer all of the Sellers' right, title and interest in such Contracts, in all cases in which such consent is required for assignment or transfer. If such consent is not obtained, the

Sellers shall, and the Member/Stockholder shall cause the Sellers to, cooperate with the Buyer in any arrangements necessary or desirable, on commercially reasonable terms, to provide for the Buyer to have the benefits and to have the Buyer assume the burdens arising after the Closing Date thereunder, including, without limitation, enforcement for the benefit of the Buyer, and assumption by the Buyer of the costs of enforcing, any and all rights of the Sellers thereunder against the other party thereto arising out of the cancellation thereof by such other party or otherwise.

11.7 Further Assurances. From time to time before, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party, being advised by counsel, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary or desirable to complete the transactions contemplated hereby. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

11.8 Risk of Loss. Subject to the provisions of the TBA, and unless any loss was occasioned by the Buyer in the course of operating under the TBA, the risk of loss, damage or destruction to any of the Assets from fire or other casualty or cause shall be borne by the Sellers at all times before the Effective Time. On any such loss, damage or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets from fire, casualty or other causes before the Closing, the Sellers shall notify the Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not completely repaired, replaced or restored on or before the Closing Date, the Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of the Buyer if the repair, replacement or restoration can be accomplished within one month following the date of the loss or damage or the Final Closing Date, whichever is the earlier and (b) may elect to consummate the Closing and accept the property in its then condition, in which event the Sellers shall pay to the Buyer all proceeds of insurance and assign to the Buyer the right to any unpaid proceeds; or (c) terminate this Agreement without liability to any party.

11.9 Broadcast Transmission Interruption. If, before the Closing, the regular broadcast transmission of any of the Station in the normal and usual manner is interrupted for a period of 24 continuous hours or more, solely as a result of actions of, or the failure to act by, the Sellers, then the Member/Stockholder or the Sellers shall give prompt written notice thereof to the Buyer. The Buyer shall then have the right by giving written notice to the Sellers, to postpone (and if necessary re-postpone) the Closing to a date that is 15 business days after the end of any such interruption. If, solely as a result of actions of, or the failure to act by, the Sellers the regular broadcast transmission of the Station in the normal and usual manner is interrupted for a continuous period of 72 hours or more at any time before Closing Date or, if at the Closing Date, the regular transmission of the Station is interrupted and cannot be reestablished within 72 hours, then (a) the

Sellers immediately shall give written notice thereof to the Buyer; and (b) the Buyer shall have the right, by giving written notice to the Sellers, to (i) within three business days after receiving notice from the Sellers of such interruption, to terminate this Agreement without liability to the Sellers, the Member/Stockholder or the Buyer, in which event the Earnest Money Escrow Deposit shall promptly be returned to the Buyer or its designee, or (ii) postpone the Closing as provided above.

11.10 Employees. Except as provided otherwise in this Section, the Sellers shall terminate all of the Station's employees effective as of the Effective Time and pay all termination and severance costs in connection with such termination. The Buyer presently intends to offer employment to all of the employees of the Station that are listed on Schedule 3.21 beginning at 12:00 AM (EST) on the day after the Closing Day (the "Hiring Time"). The Buyer will provide to Sellers at least 30 days before Closing a list of employees to whom it will offer employment beginning at the Hiring Time ("Assumed Employees"), together with a summary of the terms and conditions of employment that will be offered to the Assumed Employees if such terms and conditions will differ from those governing the Assumed Employees' employment with the Sellers. The Sellers acknowledge and agree that the foregoing representation by the Buyer does not require the Buyer to continue to employ any such Assumed Employee for any specific periods of time after the Hiring Time. The Buyer will not give the Assumed Employees credit for accrued vacation and sick leave unless the costs thereof are paid by the Sellers to the Buyer before or on the Closing Date or, at the Buyer's option, the Purchase Price is adjusted at Closing.

11.11 Receivables. For the period commencing as of the Closing Date and ending at the end of the sixth month after the month of the Closing (the "Collection Period"), the Buyer shall use commercially reasonable efforts (not involving the commencement of litigation or granting of any accommodation (financial or otherwise) or the incurrence of any other liability or obligation) to collect on behalf of the Sellers, as the Sellers' agent, all of the Sellers' accounts receivable arising from the operation of the Station before the execution date of this agreement or for Sellers' receivables arising pursuant to Section 2 of the TBA. Unless specified otherwise by the customer, any payments received by the Buyer during the Collection Period with respect to any accounts receivable arising from the operation of the Station shall be applied first to the Buyers' accounts receivable arising from the operation of the Station after execution of this agreement and before the Closing Date. Within 10 business days following the end of each of the first six months after the date of Closing, the Buyer shall furnish the Sellers with a list of the receivables collected within each such month. The Buyer shall deposit in the ordinary course of operations (but no less often than monthly) into an account of the Sellers designated at or before Closing to the Buyer by the Sellers all of the Sellers' accounts receivable, if any, collected during the Collection Period. The Sellers shall have reasonable rights of access to the Buyer's books and records for the sole purpose of confirming payments made by account debtors with respect to such accounts receivable of the Sellers. Following the expiration of the Collection Period, the Buyer shall have no further obligation with respect to the Sellers' accounts receivable except to remit to the Sellers any payments that are received by the Buyer and which can be identified as payments on the Sellers' accounts receivable.

11.12 Choice of Jurisdiction; Waiver of Jury Trial. Any controversy or claim arising out of or related to this Agreement shall be submitted to the state or federal courts located in the City of Lynchburg in the Commonwealth of Virginia, which shall be the sole forums for the resolution of all disputes hereunder, to the jurisdiction of which both parties consent.

**FURTHER BOTH PARTIES HEREBY WAIVE, TO THE EXTENT APPLICABLE AND PERMISSIBLE BY LAW, THEIR RIGHT TO A TRIAL BY JURY AND AGREE TO HAVE ANY CONTROVERSY HEARD SOLELY BY A JUDGE.**

ARTICLE 12  
GENERAL PROVISIONS

12.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. The Sellers, the Member/Stockholder, and the Buyer may not assign any of their rights or delegate any of their duties hereunder without the prior written consent of the other party.

12.2 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

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

- (a) If to the Sellers or the Member/Stockholder, then to:

Melvin N. Eleazer, President  
WDRL-TV, Inc.  
Managing Member, MNE Broadcasting, L.L.C.  
5002 Airport Road NW  
Roanoke, Virginia 24012

Telecopy Number: (540) 774-1937

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

Howard J. Beck, Jr, Esquire  
Warner & Renick, PLC  
4648 Brambleton Avenue SW  
Roanoke, Virginia 24018

Telecopy Number: (540) 777-2665

(b) If to the Buyer then to:

Jerry L. Falwell, Jr., Esquire  
Vice Chancellor  
Liberty University  
1971 University Blvd.  
Lynchburg, Virginia 24502

Telecopy Number: (434) 582-2625

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

W. Scott Street, III, Esquire  
A. Peter Brodell, Esquire  
Williams Mullen  
1021 East Cary Street  
P.O. Box 1320  
Richmond, Virginia 23218-1320

Telecopy Number: (804) 783-6507

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

12.4 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Governing Law. THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

12.6 Entire Agreement. This Agreement and the TBA, along with the Schedules hereto and thereto and the other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and

supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

12.7 Execution: Counterparts and Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

12.8 Gender and Tense. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The use of a word in one tense will include the other tenses, where appropriate to the context.

12.9 Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

12.10 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

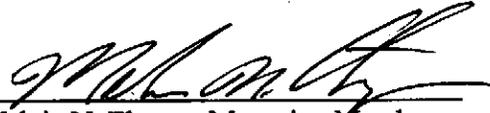
12.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement or (b) diminish the benefits or burdens of this Agreement.

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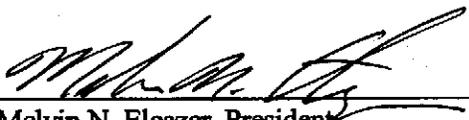
**IN WITNESS WHEREOF**, the parties have caused this Asset Purchase Agreement to be duly executed by their duly authorized signatories, all as of the day and year first above written.

**SELLERS:**

**MNE BROADCASTING, L.L.C.**  
a Virginia limited liability company

By:   
Melvin N. Eleazer, Managing Member

**WDRL-TV, INC.**  
a Virginia corporation  
Debtor-in-Possession

By:   
Melvin N. Eleazer, President

**MEMBER/STOCKHOLDER:**

  
**MELVIN N. ELEAZER**

**BUYER:**

**LIBERTY UNIVERSITY, INC.**  
a Virginia corporation

By: \_\_\_\_\_  
Rev. Jerry Falwell, Sr., Chancellor

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By: \_\_\_\_\_  
Melvin N. Eleazer, Managing Member

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a Virginia corporation  
Debtor-in-Possession

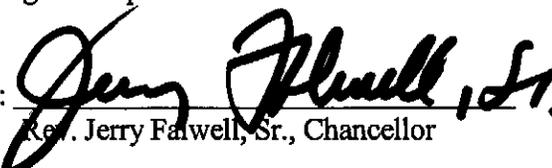
By: \_\_\_\_\_  
Melvin N. Eleazer, President

**MEMBER/STOCKHOLDER:**

\_\_\_\_\_  
**MELVIN N. ELEAZER**

**BUYER:**

**LIBERTY UNIVERSITY, INC.**  
a Virginia corporation

By:  \_\_\_\_\_  
Rev. Jerry Falwell, Sr., Chancellor