

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of November 24, 2008, by and among TV 67, Inc., an Ohio corporation (“67 Inc.”), TV 67 Licensing, LLC, an Ohio limited liability company (“67 LLC”), Metro Video Productions, Inc., an Ohio corporation (“MVP”), Metro Video Licensing, LLC, an Ohio limited liability company (“MVL”), Broadcast Investment Group, LLC, an Ohio limited liability company (“BIG”, and collectively with 67 Inc., 67 LLC and MVP and MVL, “Sellers” and each a “Seller”), and West Central Ohio Broadcasting, Inc., an Ohio corporation (“Buyer”).

RECITALS

A. 67 Inc. and Block Communications, Inc. (“Parent”) are parties to that certain Settlement Agreement dated as of the date hereof (the “Settlement Agreement”), pursuant to which they have agreed, among other things, that the parties hereto would execute this Agreement,

B. Sellers own and operate:

Low Power Television Station WLMO-LP, Channel 38,
Facility Identification Number 70612, Lima, Ohio

Low Power Television Station WLQP-LP, Channel 18,
Facility Identification Number 21476, Lima, Ohio

Class A Television Station WOHL-CA, Channel 25,
Facility Identification Number 68549, Lima, Ohio

Low Power Television Station WFND-LP, Channel 22,
Facility Identification Number 21475, Findlay, Ohio

(collectively, the “Stations” and each a “Station”), pursuant to authorizations issued by the Federal Communications Commission;

C. Sellers desire to sell and convey to Buyer, and Buyer desires to purchase and assume certain assets of Sellers used or useful in the operation of the Stations for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, Buyer and Sellers, intending to be bound legally, agree as follows:

SECTION 1. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

“Accounts Receivable” means the rights of Sellers to payment for products or services provided by Sellers in connection with the business or operation of a Station, including the payment for announcements broadcast on a Station prior to the Closing Date.

“Act” means the Communications Act of 1934, as amended.

“Affiliate” of Buyer or a Seller, as applicable, means any person or entity, whether an individual, trustee, corporation, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture or governmental authority (each, a “person”), which directly or indirectly controls, is controlled by or is under common control with, Buyer or a Seller, as applicable. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

“Assignment Applications” means the applications for the FCC Consent.

“Assets” means the Assumed Contracts, FCC Licenses, Real Property, Intangibles, Records, and Tangible Personal Property.

“Assumed Contracts” means the agreements listed on Schedule 3.7 hereto.

“Business Employee” has the meaning set forth in Section 3.17.

“Closing” means the consummation of the purchase and sale of the Assets pursuant to this Agreement in accordance with the provisions of Section 8.

“Closing Date” means the date on which the Closing occurs, as determined pursuant to Section 8.

“Code” means the Internal Revenue Code of 1986, as amended, any successor statute thereto and all rules, regulations and published policies of the IRS promulgated thereunder.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

“FCC” means the Federal Communications Commission.

“FCC Consent” means action by the FCC granting its consent to the assignment of the FCC Licenses from Sellers to Buyer as contemplated by this Agreement.

“FCC Licenses” means each authorization issued by the FCC to a Seller for the ownership, construction or operation of a Station.

“Financial Statements” shall mean the unaudited balance sheets and statements of income and expense of the Stations (a) as of, and for the fiscal year ended April 30, 2008 and April 30, 2007, and (b) as of, and for the six months ended October 31, 2008 (the unaudited balance sheets and statements of income and expense of the Stations as of, and for the six months ended October 31, 2008, the “October Financials”).

“GAAP” shall mean generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principals Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination and consistently applied.

“Intangibles” means each Station’s call sign, all technical information and data, domain names, equipment warranties, coverage maps, plans, diagrams, blueprints, and schematics and other similar intangible property rights and interests (and any goodwill associated with any of the foregoing) applied for, issued to, or owned by a Seller and used in the business or operations of any Station.

“Non-Competition Agreements” shall mean (1) the Non-Competition Agreement, dated as of the Closing Date, between Buyer and the Sellers, substantially in the form of Exhibit A-1; and (2) the Non-Competition Agreement, dated as of the Closing Date, between Buyer and each of Greg Phipps and Kathleen Phipps, substantially in the form of Exhibit A-2.

“Permitted Liens” shall mean (a) those liens described on Schedule 1 hereto and which shall be paid by Sellers at or prior to Closing, (b) in the case of real property, any and all encumbrances, excluding monetary liens, which in the aggregate do not materially and adversely affect or interfere with the marketability or current use of such real property in the business and operations of any Station, including, without limitation, (i) real estate taxes not yet due and payable and (ii) those certain easements, rights of way, matters which would be revealed by an accurate survey of such real property, which individually or in the aggregate do not materially and adversely affect or interfere with the marketability or current use of such real property, and (c) in the case of tangible personal property, statutory liens for current taxes or assessments not yet due and payable.

“Person” means an individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership or other entity or organization.

“Purchase Price” shall have the meaning set forth in Section 2 hereof.

“Records” means all of each Seller’s books and records relating to the operation of a Station, including all files and records required by the FCC to be maintained by each Station, but does not include any of Sellers’ tax, corporate or limited liability company, organizational, or legal files.

“Real Property” means all fee estates, leasehold interests and estates, easements, real property licenses, rights to access, and rights of way, or other interests in real property, of every kind and description, and all buildings, structures and improvements of every nature located thereon, owned or leased by each Seller and used in the conduct of the business and operations of a Station, together with any additions thereto and replacements thereof between the date hereof and the Closing Date.

“Sellers’ knowledge” or “to the knowledge of Seller” each mean to the actual knowledge of Greg Phipps or Kathleen Phipps after reasonable inquiry of Seller’s employees with responsibility for those operations or transactions to which such representation or warranty relates.

“Tangible Personal Property” means all studio, office and transmitter site equipment, transmitters, antennas, computer hardware, machinery, tools, vehicles, furniture, furnishings, fixtures, inventory, spare parts, and other tangible personal property, including the items set forth on Schedule 3.6, that is used or useful in the operation of the Stations, other than the Excluded Assets, together with any additions thereto between the date of this Agreement and the Closing Date.

SECTION 2. PURCHASE AND SALE OF ASSETS; PRICE; ASSUMPTION OF OBLIGATIONS

2.1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell, transfer, assign and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, accept, and assume on the Closing Date, the Assets free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature, other than Permitted Liens. Sellers shall not convey to Buyer cash, cash equivalents, Accounts Receivable, the Sellers’ records relating to tax and corporate or limited liability company matters, insurance policies, and any asset specifically listed on Schedule 2.1 (collectively, the “Excluded Assets”).

2.2. Purchase Price. The purchase price for the Assets shall be Two Million Three Hundred Thousand Dollars (\$2,300,000.00) (the “Purchase Price”). At the Closing, Buyer shall pay to Sellers the Purchase Price in cash by federal wire transfer of immediately available funds pursuant to wire instructions that Sellers shall deliver to Buyer at least two (2) business days prior to the Closing Date. If necessary, the Purchase Price shall be increased or decreased as required to effectuate the proration of expenses applicable to the Assets as of the Closing Date in accordance with the principle that Sellers shall be responsible for all such expenses allocable to the period on and prior to the Closing Date and Buyer shall be responsible for all such expenses allocable to the period after the Closing Date. Sellers and Buyer shall cooperate and use commercially reasonable efforts to agree upon such proration of expenses prior to the Closing. If and to the extent the amount of one or more expenses cannot be determined as of the Closing Date, Buyer and Sellers shall use commercially reasonable efforts to agree upon the proration of such expenses on or prior to the date that is 60 days after the Closing Date. Sellers shall pay at or prior to the Closing all Programming Fees payable to CBS pursuant to that certain letter agreement dated May 29, 2008 between CBS and MVP (the “Letter”) for the period from May 1, 2008 through the Closing Date, it being understood that the amount of such payment shall be

calculated at the rate of \$15,137.00 per month for such period. Any and all Programming Fees (as defined in the Letter) payable to CBS after the Closing Date (i.e., not including any Programming Fees payable by Sellers for the period prior to the Closing) shall be the sole and exclusive responsibility of Buyer.

2.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform all obligations and liabilities of Sellers under the FCC Licenses and Assumed Contracts insofar as they relate to the time on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Sellers, and Sellers shall remain liable for and pay and discharge such other obligations or liabilities.

2.4 Non-Competition Agreements. In order to ensure to Buyer the full benefits of the business conducted by the Sellers with respect to the Stations and of the Assets to be purchased by Buyer pursuant to this Agreement, each of the Sellers, Greg Phipps and Kathleen Phipps shall execute and deliver at Closing a Non-Competition Agreement. As consideration for the execution of the Non-Competition Agreements, Buyer shall pay the Sellers, Greg Phipps and Kathleen Phipps, collectively as set forth in the Non-Competition Agreements, at Closing the aggregate sum of One Hundred Thousand Dollars (\$100,000.00) (the "Noncompete Payment").

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Buyer as follows:

3.1 Organization, Standing and Authority. Each of 67 Inc. and MVP is a corporation duly organized, validly existing, and in good standing under the laws of State of Ohio. Each of 67 LLC, BIG and MVL is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio. Sellers possess all necessary authority to own and operate the Assets and carry on the business of each Station as currently conducted. Sellers have all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Sellers hereunder and thereunder.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by each Seller have been duly authorized by all necessary actions on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and constitutes the legal, valid, and binding obligation of each Seller, enforceable against each Seller in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent and the other consents listed on Schedule 3.4, the execution, delivery and the performance by each Seller of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to each Seller; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or

accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which each Seller is a party or by which each Seller may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

3.4 Consents. Except for the FCC Consent and the other consents listed on Schedule 3.4, no consent, approval, permit or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party, is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit the Sellers to assign or transfer the Assets to Buyer. To the knowledge of the Sellers, except as disclosed on Schedule 3.5 hereto, there are no facts or circumstances applicable to any Seller or any Station that could reasonably be expected to prevent or materially delay the issuance of the FCC Consent.

3.5 Authorizations. Schedule 3.5 sets forth an accurate and complete list, by Station, of all (a) licenses, permits and other authorizations issued by the FCC to each Seller in connection with the ownership, construction or operation of the Stations and (b) pending applications for such licenses, permits and other authorizations. No petitions to deny or other objections have been filed against any pending application listed on Schedule 3.5. The Sellers do not hold any other licenses, permits or authorizations issued by any other governmental authority in connection with the ownership, construction or operation of the Stations. The FCC Licenses comprise all of the licenses, permits and other authorizations required by the FCC or other governmental authorities for the ownership, construction or operation of the Stations, in accordance with applicable laws. The FCC Licenses have been validly issued, are in full force and effect, and the applicable Seller listed on Schedule 3.5 is the authorized legal holder thereof. The FCC Licenses are not subject to any restriction or condition that would limit Buyer's ability to operate the Stations, except for such restrictions or conditions that appear on the face of the FCC Licenses or are embodied in laws and governmental regulations applicable to the Class A and Low Power Television industries generally. To the knowledge of the Sellers, no application has been filed with the FCC that could reasonably be expected to cause the displacement or adverse modification of the Stations' licensed analog facilities. No Seller is aware of any reason that is reasonably likely to result in the FCC Licenses not being renewed in the ordinary course for a full term without materially adverse limitations or qualifications.

3.6 Tangible Personal Property. The Sellers own and have good title to each item of Tangible Personal Property, and none of the Tangible Personal Property is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except Permitted Liens and for liens for taxes not yet due and payable. Other than the Tangible Personal Property and the Real Property, no Seller requires any equipment or property for the business or operation of any Station as currently operated. Each item of Tangible Personal Property is available for immediate use in the operation of the Stations as currently operated and is in good condition consistent with its present use (wear and tear excepted). All items of transmitting equipment included in the Tangible Personal Property (i) have been maintained in all material respects in a manner consistent with generally accepted standards of good engineering practice, and (ii) will permit the Stations to operate in compliance in all material respects with the terms of the FCC Licenses, the Act and the rules, regulations and published policies of the FCC, and with all other applicable federal, state, and local statutes, ordinances, rules, and regulations.

3.7 Assumed Contracts. The Sellers have delivered to Buyer true and complete copies of all contracts, leases, agreements, non-governmental licenses or other arrangements, including all amendments thereto, used or useful in the operation of the Stations, and summaries of all unwritten agreements or arrangements relating to the business or operations of a Station, each of which is listed on Schedule 3.7 hereto (“Assumed Contracts”). Each Assumed Contract is valid and binding and in full force and effect in all material respects in accordance with its terms. Each Seller is in compliance with the Assumed Contracts in all material respects, and, to Sellers’ knowledge, there is not under any Assumed Contract any material default by the other party thereto or any event that, after notice or lapse of time or both, could constitute a material default. Subject to obtaining the consents set forth on Schedule 3.4 hereto, each Seller has full legal power and authority to assign to Buyer its rights under each Assumed Contract to which it is party in accordance with this Agreement. Except for the Assumed Contracts, Sellers require no other contract or agreement for the conduct of the business or operations of the Stations’ as currently conducted. Each Seller enjoys undisturbed access to and possession and use of the premises that are leased to such Seller under any Assumed Contract. All premises that are leased to such Seller under any Assumed Contract (including the improvements thereon) (i) are in good condition and repair consistent with their present use (wear and tear excepted), (ii) are available for immediate use in the conduct of the business and operation of the applicable Station as currently operated, and (iii) to the knowledge of Sellers, comply in all material respects with all applicable building or zoning codes and the rules and regulations of any governmental authority.

3.8 Compliance. The Sellers are in compliance in all material respects with the FCC Licenses and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership or operation by Sellers of the Stations. Neither the ownership nor operation of the Assets by the Sellers conflicts in any material respect with the rights of any other person or entity. Without limiting the generality of the foregoing, all material returns, reports, and statements required to be filed by the Sellers with respect to the Stations with the FCC or with any other governmental agency have been filed, and all of such returns, reports, and statements are complete and correct as filed in all material respects.

3.9 Claims and Legal Actions. Except as set forth on Schedule 3.9, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Sellers, threatened, against or relating to any Seller, the Assets, or any Station, nor do Sellers know of, or have reason to be aware of, any basis for the same. Except as set forth on Schedule 3.9, there is no action, proceeding or investigation pending, or to Sellers’ knowledge, threatened, against any Seller which questions the validity of this Agreement or impairs the ability of Sellers to consummate the transactions contemplated by this Agreement.

3.10 Environmental Matters. Sellers are in compliance in all material respects with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, and no Seller has received any written notice of a charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice having been filed or commenced against any Seller in connection with its operation of any Station alleging any failure by such Seller to comply with any such law, rule, or regulation.

3.11 Taxes. Each Seller has (i) filed all applicable federal, state, and local tax returns required to be filed as of the date of this Agreement by such Seller in connection with the business of the Stations, and (ii) paid all taxes, interest, penalties and assessments required to have been paid as of the date of this Agreement by such Seller in connection with the business of the Stations, except for any failure to file such returns or failure to pay such taxes, interest, penalties and assessments that could not impose on Buyer transferee liability for any taxes, interest, penalties or assessments.

3.12. Labor Matters. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in any obligation or liability to the Buyer with respect to any employee plan or compensation arrangement sponsored or maintained by any Seller. No Seller is a party to or subject to any collective bargaining agreements with respect to any Station. To Sellers' knowledge, there is no union campaign being conducted to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any Seller's employees at any Station.

3.13 Broker. None of the Sellers nor any person or entity acting on Sellers' behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

3.14 Title to and Condition of Real Property. Schedule 3.14 contains a complete and accurate description of all Real Property and indicates whether such Real Property is leased or owned. Except as set forth on Schedule 3.14, Sellers have good, indefeasible and marketable fee simple title to the Real Property owned in fee by it, insurable and insured at standard rates, free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, leases, charges and other claims and encumbrances of any nature whatsoever except for the Permitted Liens. None of the Permitted Liens that will remain in effect at Closing will materially affect Buyer's full use and enjoyment of the Real Property and marketability of the Real Property in the operation of the Stations in substantially the same manner in which Sellers use the Real Property in their operation of the Stations.

3.15 MVPD and Satellite Matters. The information disclosed on Schedule 3.15 hereto is true, correct and complete in all material respects as of the date hereof and includes, separately, each of the following:

(a) a list of multichannel video programming distributor ("MVPD") systems carrying the signal of any Station pursuant to retransmission consent, private copyright license, copyright indemnity, or other carriage agreements with Sellers;

(b) a list of all MVPD systems on which any Station made a must-carry election for the period ending December 31, 2008 (by default or otherwise) and for the period ending December 31, 2011 (by default or otherwise);

(c) a list of all retransmission consent agreements and copyright indemnification agreements that are in effect and are entered into on behalf of any of Stations and any multi-channel video distribution system;

(d) a list of all MVPD systems, if any, that are carrying any Station and that notified Sellers or the respective Station of such system's intention to delete such Station from carriage or to change the channel position of such Station on such MVPD system;

(e) a list of each notice, if any, received by Sellers or by any Station from any MVPD alleging that such Station does not deliver an adequate quality signal, as defined by the FCC, to such MVPD System (other than any such notice as to which such failure has been remedied or been determined not to exist), and all further material correspondence between Sellers or such Station and the MVPD relating to such notice;

(f) a list of must-carry complaints, if any, filed on behalf of any Station.

(g) Sellers have delivered or made available to Buyer true and correct copies of all material notices, agreements, correspondence, petitions and other items described in this Section 3.15.

3.16 Financial Statements. Schedule 3.16 contains true and complete copies of the Financial Statements. Except as set forth on Schedule 3.16, the Financial Statements have been prepared in accordance with GAAP applied on a basis consistent with prior periods, except that the Financial Statements do not include footnotes or, with respect to the monthly financial statements, customary year-end adjustments consisting of the (i) final calculations for depreciation and amortization, (ii) income and deferred tax calculations and (iii) final determination for various accrual and reserve accounts including allowance for doubtful accounts, accrued vacation and sick and other miscellaneous accrued expenses. The Financial Statements accurately reflect in all material respects the general ledger and the supporting books, records and accounts of the Stations and present fairly in all material respects the financial condition, assets, liabilities and results of the operations of the Stations as of the dates and for the periods indicated. The books and records of the Sellers from which the Financial Statements were prepared accurately and fairly reflect, in all material respects, in reasonable detail, the activities of the Stations for the respective periods covered thereby and have been made available to Buyer for its inspection. Revenues generated by the Stations are the result of bona fide, arm's length transactions in the ordinary course of business.

3.17 Personnel Information. Schedule 3.17 contains as of the date thereof a true and complete list of all persons employed or engaged by either Seller and providing services to any Station ("**Business Employees**") and their current annual salaries or hourly rates of pay (whichever is applicable), dates of hire, union status, full-time or part-time status, accrued vacation and sick pay for the 2008 calendar year and leave status (if applicable).

3.18 Employee Benefit Plans.

(a) List of Benefit Plans. All of the Employee Plans and Compensation Arrangements in effect as of the date of this Agreement are listed in Schedule 3.18, and descriptions of any such written Employee Plans or Compensation Arrangements have been made available to the Buyer. Except as disclosed in Schedule 3.18, neither the Sellers nor any of their Affiliates sponsor, maintain, contribute to or are party to any Employee Plan or

Compensation Arrangement providing compensation, benefits to or otherwise covering any Business Employee.

(b) Compliance. Each Employee Plan and each Compensation Arrangement has been established and administered in compliance in all material respects with its own terms and with the provisions of ERISA, the Code and all other laws, as applicable. Each Employee Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the Employee Plan satisfies the requirements of Section 401(a) of the Code and that its related trust is exempt from taxation under Section 501(a) of the Code, and with respect to each such Employee Plan, to the Sellers' knowledge, no condition or event currently exists or is reasonably expected to occur that could subject, directly or indirectly, a Station to any material liability, contingent or otherwise, or the imposition of any lien on the assets of the Sellers under the Code or Title IV of ERISA, whether to or by the Pension Benefit Guaranty Corporation, the Internal Revenue Service or any other entity.

(c) Multiemployer Plans. Neither the Sellers nor their ERISA Affiliates are contributing to, are required to contribute to, or have contributed within the last six (6) years to, any multiemployer plan, as defined in ERISA Section 3(37) with respect to the Business Employees, and none of the Sellers or their ERISA Affiliates have incurred within the last six (6) years, or reasonably expect to incur, any "withdrawal liability," as defined under Section 4201 et seq. of ERISA, with respect to the Business Employees.

For purposes of this Agreement: (i) the term "Employee Plan" means any "employee pension benefit plan" as defined in Section 3(2) of ERISA and any "employee welfare benefit plan" as that term is defined in Section 3(1) of ERISA that is sponsored, maintained or contributed to by the Sellers or any of their ERISA Affiliates for the benefit of Business Employees or former Business Employees (or their dependents or beneficiaries); (ii) the term "Compensation Arrangement" means any plan, compensation arrangement or agreement of any nature whatsoever, other than an Employee Plan, whether written or unwritten, which provides directly or indirectly to Business Employees or former Business Employees (or any beneficiary thereof) any material compensation or other benefits, whether deferred or not, in excess of base salary or wages and overtime pay, including, but not limited to, any stock rights plan, stock purchase plan, stock option, deferred compensation arrangement, severance, termination, change in control, separation, retention, vacation, sickness, life or other insurance, fringe benefit and incentive bonus contract, agreement, plan, program, policy, payroll practice or arrangement and any other material perquisites and fringe benefits; (iii) the term "ERISA Affiliate" shall mean any corporation, partnership, sole proprietorship or other entity related to any Seller within the meaning of Section 414(b), (c), (m) or (o) of the Code; and (iv) the term "Multiemployer Plan" shall mean any Employee Benefit Plan which is a multiemployer plan within the meaning of Section 3(37) of ERISA.

3.19 Full Disclosure. No representation or warranty made by Sellers or any Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Sellers or any Seller pursuant hereto contains or will knowingly contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Parent, jointly and severally, represent and warrant to Sellers as follows:

4.1 Legal Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio. Buyer has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

4.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3 Absence of Conflicting Agreements. Except as set forth on Schedule 4.3 and subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer; and (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permits to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets.

4.4 Qualifications. Except as set forth on Schedule 4.3, Buyer is, and as of the Closing will be, legally, financially and otherwise qualified to perform its obligations hereunder and to be the licensee of and to acquire, own and operate all of the Stations under all applicable laws and regulations, including, without limitation, the Act and the rules, regulations and policies of the FCC. No waiver of any FCC regulation or policy is required by Buyer to obtain a grant of the Assignment Applications under the Act and the rules, regulations and policies of the FCC, and Buyer will take no action prior to Closing that could be reasonably expected to make such a waiver necessary.

4.5 Broker. Buyer represents and warrants that neither it nor any person or entity acting on its behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

4.6 Certain Litigation. Except as set forth on Schedule 4.3, there is no action, proceeding or investigation pending, or to Buyer's knowledge, threatened, against Buyer or Parent which questions the validity of this Agreement or impairs the ability of Buyer to consummate the transactions contemplated by this Agreement.

4.7 Full Disclosure. No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will knowingly contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading.

SECTION 5. SELLERS' COVENANTS

5.1 Generally. Between the date of this Agreement and the Closing Date, Sellers shall operate the Stations in all material respects in the ordinary course of business consistent with each Station's recent past practices as reflected in the October Financials, and in accordance with the other covenants in this Section 5. Sellers shall not waive any material right relating to the Assets or the Stations, without Buyer's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2 FCC Licenses. Sellers shall not cause or permit, by any act or failure to act, the FCC Licenses to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of the FCC Licenses. Buyer acknowledges that the Stations are network affiliates, and Seller does not control the content of programming furnished by those networks. Sellers shall promptly (A) notify Buyer of the commencement of any material proceeding or litigation at law or in equity or before the FCC or any governmental authority that involves any Station or FCC License, other than proceedings of general applicability to the television broadcasting industry and provide Buyer's with copies of all material correspondence relating thereto, and (B) provide Buyer with copies of any material correspondence received from or provided to the FCC with respect to any FCC Licensee or the Station.

5.3 Contracts. Subject to Section 6.8, Sellers will not, without Buyer's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, amend or renew any Assumed Contract or enter into any contract or commitment relating to the Assets or the Stations that will be binding on Buyer after Closing.

5.4 Disposition of Assets. Sellers shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except where no longer used or useful in the business or operations of the Stations or in connection with the acquisition of replacement property of equivalent kind and value.

5.5 Access to Information. Sellers shall give Buyer and its authorized representatives access, during normal business hours and with reasonable prior notice, to the Assets and to the Records for the purpose of audit and inspection, so long as such audit and inspection do not unreasonably interfere with the business and operations of the Stations and are conducted in accordance with the confidentiality provisions of that certain Protective Order, dated July 16, 2008, by Judge Richard K. Warren (Case No. CV2008 1029).

5.6 Maintenance of Assets. Sellers shall maintain the Assets in good condition (ordinary wear and tear excepted). If any loss, damage, impairment, confiscation, or

condemnation of or to any of the Assets occurs, Sellers shall repair, replace, or restore the Assets to their prior condition as represented in this Agreement as soon thereafter as possible.

5.7 Insurance. Sellers shall maintain the existing insurance policies on the Stations and the Assets through the Closing Date.

5.8 Compliance with Laws. Sellers shall comply in all material respects with all laws, published policies, rules, and regulations applicable or relating to the ownership or operation by Sellers of the Stations. Without limiting the generality of the foregoing, Sellers shall (A) complete and file all reports required by the FCC with respect to the Stations, and (B) provide Buyer on or about the first business day of each month prior to Closing with a copy of any document placed in the public file of WOHL-CA.

5.9 No Inconsistent Action. Neither Sellers nor Buyer shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

SECTION 6. SPECIAL COVENANTS AND AGREEMENTS

6.1 FCC Consent.

(a) The assignment of the FCC Licenses pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Sellers and Buyer shall promptly prepare the Assignment Applications and shall file the Assignment Applications with the FCC within one (1) business day of the execution of this Agreement. The parties shall prosecute the Assignment Applications with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Applications as expeditiously as practicable, including, without limitation, submitting to the FCC any and all necessary information and data, such as information relating to the Stations' financial performance and condition and information relating to Sellers' efforts to sell the Stations. Neither party shall be required to pursue grant of the Assignment Applications through a trial-type hearing. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Applications, except that Buyer and Sellers shall each pay one-half of the filing fee associated with the Assignment Applications.

(c) Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by such party of any of its representations, warranties, or covenants under this Agreement; and (ii) compliance with the condition would have a material adverse effect upon it. Buyer and Sellers shall oppose any requests for reconsideration or judicial review of the FCC Consent, provided, however, that the parties shall continue to have all rights available to them pursuant to Section 9 hereof. Each party shall bear its own costs in connection with its obligations under this Section 6.1(c).

(d) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

6.2 Notification. Sellers shall promptly notify Buyer in writing of any material breach of Sellers' representations and warranties contained in Section 3 of this Agreement. Buyer shall promptly notify Sellers in writing of any material breach of Buyer's representations and warranties contained in Section 4 of this Agreement.

6.3 Control. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of any Station; such operations, including complete control and supervision of all of the programs, employees, and policies of each Station, shall be the sole responsibility of the applicable Seller until the Closing.

6.4 Risk of Loss. The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause shall be borne by Sellers at all times prior to the Closing.

6.5 Consents. Sellers shall use commercially reasonable efforts to obtain or cause to be obtained on or prior to the Closing Date, from each person, firm, association, corporation and governmental authority, all consents and approvals to the transfer, conveyance or assignment of the Assets to Buyer as herein provided which are required by the terms of any agreements, permits, approvals, conditions and authorizations to which any Seller is a party or otherwise and on terms and conditions which impose no obligations or liabilities on Buyer greater than those on any Seller, and on terms no less favorable to Buyer than to any Seller, in each case prior to the request for such consent or approval. Each party shall cooperate with the other to the extent reasonably necessary to obtain any such consents or approvals. No party shall be obligated to make any payment (other than filing fees or other immaterial charges) to any third party to obtain any such consent or approval.

6.6 Releases. Parent and Sellers shall execute and be prepared to deliver to each other at Closing the applicable releases attached to the Settlement Agreement (the "Releases" and each, a "Release").

6.7 Non-Competition Agreements. At Closing, each of Greg Phipps and Kathleen Phipps shall execute and deliver to Buyer the Non-Competition Agreement, between each of them and Buyer, and the Sellers shall execute and deliver to Buyer the Non-Competition Agreement between the Sellers and Buyer.

6.8 Fox Affiliation Agreement. Sellers shall cooperate with Buyer and use commercially reasonable efforts to obtain or cause to be obtained on or prior to the Closing Date an Affiliation Agreement (the "Fox Agreement"), duly executed by Buyer and representatives of Fox Broadcasting Company and Fox News Network with respect to WOHL-CA for a period of three (3) years from the Closing Date.

6.9 Employees and Employee Benefit Matters.

(a) At least ten (10) days prior to the Closing Date, Buyer shall identify for Sellers the Business Employees to whom Buyer will make offers of employment as of the Closing Date. Each offer of employment shall be conditioned on the Closing. Each Business Employee who (i) accepts Buyer's offer of employment and (ii) commences employment with Buyer immediately after the Closing shall be referred to herein as a "Transferred Employee". Neither Sellers nor its Affiliates shall directly or indirectly take any action to induce the Business Employees not to accept employment with Buyer. The Sellers shall terminate or cause to be terminated the employment of all Transferred Employees as of the Closing Date. Neither the Buyer nor any of its Affiliates shall be obligated to continue to employ any Transferred Employee for any specific period of time following the Closing Date, subject to applicable law.

(b) Employee Benefit Plans. All Transferred Employees shall cease to participate in any Employee Plans or Compensation Arrangements of Sellers as of the Closing Date.

(c) COBRA. Sellers shall retain responsibility for all benefits accrued or claims made or incurred prior to the Closing Date under any Employee Plans. Claims will be deemed to be incurred on the date that the event or service giving rise to such claim occurs or is performed. Sellers shall retain responsibility for any continuation coverage obligations under Section 4980B of the Code and Section 601 et seq. of ERISA ("COBRA") to any Business Employees, and their respective covered dependents, who incur a COBRA qualifying event or loss of coverage under any Seller's or its Affiliate's group health plans.

(d) Sellers' Obligations. Sellers shall be responsible for and shall cause to be discharged and satisfied in full all amounts owed to the Business Employees under any Employee Plan or Compensation Arrangement. Sellers shall be responsible for any and all employer contributions (including without limitation matching contributions and profit-sharing contributions) that are required to be made on behalf of the Transferred Employees under any Employee Plan or Compensation Arrangement for the year during which the employment of the Transferred Employees is terminated by the Sellers in connection with this transaction.

(e) Workers' Compensation. All workers' compensation liabilities relating to, arising out of or resulting from any claim by a Business Employee that results from a compensable injury that occurred prior to the Closing, and for which the Sellers have received notice prior to the Closing, shall be retained by the Sellers.

(f) Third Party Beneficiaries. This Section 6.9 shall operate exclusively for the benefit of the parties to this Agreement and not for the benefit of any other Person, including, without limitation, any current, former or retired Business Employee or spouse or dependents of such Persons.

6.10 Title Insurance; Surveys and Lien Search.

(a) With respect to the Stations' studio facility located at 463 South Central Avenue, Lima, Ohio 45804 (the "Owned Real Property"), Sellers shall reasonably

cooperate with the Buyer, at Buyer's sole cost and expense, to enable the Buyer to obtain at its own expense: (i) a preliminary report on title covering a date subsequent to the date hereof, which preliminary report shall contain a commitment (the "Title Commitment") of a title company to issue an owner's title insurance policy on an ALTA Owners Policy form (and corresponding mortgagee's policy) (each, a "Title Policy") insuring the fee simple interest of the Buyer in the Owned Real Property; (ii) and a current survey of the Owned Real Property and (iii) copies of all documents, filings and information disclosed in the Title Commitment.

(b) (i) The Buyer shall have the right, at its own expense, to conduct Phase I environmental review of the Owned Real Property. If the Buyer shall obtain any such environmental reports, then the Buyer shall promptly provide Sellers with correct and complete copies thereof. The Sellers have furnished to Buyer copies of all environmental assessments, reports, audits and other material documents in their possession that relate to the Real Property.

(ii) At Buyer's discretion, Buyer may obtain a Phase II environmental survey of the Owned Real Property, subject to such terms and conditions, if any, to which Buyer and Sellers may agree. If the Buyer shall obtain any such environmental reports, then the Buyer shall promptly provide Sellers with correct and complete copies thereof.

(c) The expenses incurred to obtain the Title Commitments, the surveys, and any Phase I or Phase II environmental reviews/surveys shall be paid by Buyer.

6.11 Owned Real Property. With respect to the Owned Real Property, Buyer may elect in writing at least 3 days prior to Closing (a "Property Evaluation Election"): (i) to have such Owned Real Property be an Excluded Asset as of the Closing, (ii) to have access to such Owned Real Property to the same extent provided to the Stations as of the date hereof for a period of 90 days after Closing for no rent, subject to reimbursement by Buyer to Sellers for allocable property taxes and utility expenses, and (iii) to be subject to Buyer's option for a period of 90 days after the Closing Date to have such Owned Real Property transferred to Buyer from Sellers, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances or any nature other than Permitted Liens, for no additional consideration (the "Subsequent Transfer Option"). If Buyer does not make a Property Evaluation Election, then the Owned Real Property shall be an Asset as Closing. If Buyer does not make a Subsequent Transfer Election by sending written notice to Sellers within the 90-day period, then Buyer shall vacate the Owned Real Property as of the expiration of such period.

SECTION 7. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLERS AT CLOSING

7.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment by Sellers or waiver by Buyer prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Sellers and any Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Sellers shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Sellers and any Seller prior to or on the Closing Date.

(c) Consents. The FCC Consent shall have been granted without the imposition on Buyer of any material conditions that need not be complied with by Buyer under Section 6.1 hereof, and Sellers shall have complied with any conditions imposed on it by the FCC Consent. Sellers shall have obtained and delivered to Buyer all the consents listed on Schedule 3.4 on terms and conditions which impose no obligations or liabilities on Buyer greater than those currently on any Seller, and on terms no less favorable to Buyer than to any Seller.

(d) FCC Licenses. Each Seller listed on Schedule 3.5 shall be the holder of the applicable FCC Licenses, and there shall not have been any termination, suspension or adverse modification of the FCC Licenses. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the FCC Licenses.

(e) Material Adverse Change. There shall not have occurred a loss or impairment of the Assets that has had or could reasonably be expected to have a material adverse effect on the business or operations of any Station. For the avoidance of doubt, the parties agree an event that results in a material adverse change relating to Business Employees or Sellers' agreements with advertisers will not, by itself, and, assuming Sellers are in compliance with this Agreement, cause a failure of this condition to Closing to have been met.

(f) Deliveries. Sellers shall stand ready to deliver to Buyer on the Closing Date one or more duly executed assignments pursuant to which Sellers shall convey to Buyer the Assets in accordance with the terms of this Agreement and such other certificates and documents requested by Buyer that are reasonably required to evidence and confirm the sale of the Assets in accordance with the terms of this Agreement, including, without limitation, a Bill of Sale, the applicable Release, releases of all any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature (other than Permitted Liens), the Non-Competition Agreements, the Fox Agreement, Warranty Deeds and Estoppel Certificates substantially in the form of Schedule 7.1(f) from each landlord identified on such Schedule.

(f) No Proceedings. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which prohibits the consummation of any transaction contemplated hereby.

7.2 Conditions to Obligations of Sellers. All obligations of Sellers at the Closing are subject at Sellers' option to the fulfillment by Buyer or waiver by Sellers prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Sellers of any material conditions that need not be complied with by Sellers under Section 6.1 hereof, and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

(d) Deliveries. Buyer shall stand ready to deliver to Sellers on the Closing Date the balance of the Purchase Price, one or more duly executed assumption agreements pursuant to which Buyer shall assume and undertake to perform Sellers' obligations and liabilities under the FCC Licenses and the Assumed Contracts in accordance with the terms of this Agreement and such other certificates and documents requested by Sellers that are reasonably required to evidence and confirm the sale of the Assets in accordance with the terms of this Agreement, including, without limitation, and the Release duly executed by Parent.

(e) No Proceedings. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which prohibits the consummation of any transaction contemplated hereby.

SECTION 8. CLOSING

Subject to the satisfaction or, to the extent permissible by law, waiver (by the party for whose benefit the Closing condition is imposed) on the date scheduled for Closing, of the conditions precedent set forth in Sections 7.1 and 7.2, as appropriate, the Closing shall take place at 10:00 a.m. on a date, to be set by Buyer on at least three days' written notice to Sellers, that is (1) not earlier than the fifth business day after the FCC Consent is granted, and (2) not later than the tenth business day after the FCC Consent has been granted. The Closing shall be held either by mail or at the offices of Dow Lohnes PLLC, 1200 New Hampshire Avenue, N.W., Suite 800, Washington D.C. 20036.

SECTION 9. TERMINATION

9.1 Termination by Sellers. This Agreement may be terminated by Sellers and the purchase and sale of the Assets abandoned, if Sellers are not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Sellers set forth in this Agreement have not been satisfied by Buyer or waived in writing by Sellers.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not in effect due to any action by Sellers, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred on or before the six month anniversary of the date hereof.

(d) Breach. Without limiting Sellers' rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement by the earlier of the Closing Date or within thirty (30) days after Buyer has received written notice of such breach from Sellers.

9.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Sellers, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Sellers or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not in effect due to any action by Buyer, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred on or before the six month anniversary of the date hereof.

(d) Breach. Without limiting Buyer's rights under any other clause hereof, if Sellers have failed to cure any material breach of any of their representations, warranties or covenants under this Agreement by the earlier of the Closing Date or within thirty (30) days after Sellers have received written notice of such breach from Buyer.

9.3 Rights on Termination. If this Agreement is terminated pursuant to Section 9.1 or Section 9.2 and neither party is in breach of this Agreement, neither party shall have any obligation or liability to the other with respect to the purchase and sale of the Assets. If this Agreement is terminated, Buyer and Sellers shall have all rights and remedies available at law or equity, subject to Section 10.5.

SECTION 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

10.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of six (6) months, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such six-month period. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by

Sellers shall affect Buyer's right to rely on any representation or warranty made by Sellers or any Seller or relieve Sellers of any obligations under this Agreement as the result of a breach of any of their representations and warranties. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

10.2 Indemnification by Sellers. Sellers, jointly and severally, hereby agree to indemnify and hold Buyer, its Affiliates and its representatives harmless against and with respect to, and shall reimburse Buyer, its Affiliates and its representatives for any and all losses, liabilities, or damages resulting from (a) any untrue representation, breach of warranty, or omission by Sellers or any Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement, (b) any non-fulfillment of any covenant by Sellers or any Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement, (c) any and all obligations of any Seller not assumed by Buyer pursuant to this Agreement, (d) any and all losses, liabilities, or damages resulting from the operation or ownership of any Station prior to the Closing, (e) any obligation or liability arising from the application of any bulk sales or similar law, (f) any and all losses, liabilities, or damages resulting from any violation of any laws, rules, or regulations of any federal, state, or local governments (or any agencies thereof) concerning the environment with respect to any Asset prior to the Closing, and (g) any and all actions, proceedings, demands, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in enforcing this indemnity.

10.3 Indemnification by Buyer. Buyer and Parent, jointly and severally, hereby agree to indemnify and hold Sellers, their Affiliates and their representatives harmless against and with respect to, and shall reimburse Sellers, their Affiliates and their representatives for any and all losses, liabilities, or damages resulting from (a) any untrue representation, breach of warranty, or omission by Buyer contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Sellers under this Agreement, (b) any non-fulfillment of any covenant by Sellers or any Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement, (c) any and all obligations of Buyer assumed by Sellers pursuant to this Agreement, (d) any and all losses, liabilities, or damages resulting from the operation or ownership of any Station after the Closing, and (e) any and all actions, proceedings, demands, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in enforcing this indemnity.

10.4 Limitations.

(a) Other than with respect to the representations and warranties in the first sentence of Section 3.6 and the second sentence of Section 3.14, which are dealt with in the last sentence of this Section 10.4(a), no monetary amount shall be payable by the Sellers to Buyer, its Affiliates and its representatives with respect to the indemnification of any claims pursuant to Section 10.2(a) until the aggregate amount of the such losses, costs, liabilities, damages and expenses exceeds Twenty Thousand Dollars (\$20,000.00) (the "Threshold") after which such claimant shall be entitled to recover, and the Buyer shall be obligated for, all losses, costs, liabilities, damages and expenses including the first Twenty Thousand Dollars (\$20,000); provided, however, that the aggregate amount of payments by Sellers with respect to the indemnification of any claims pursuant to Section 10.2(a) hereunder shall not exceed the

Purchase Price. For the avoidance of doubt, with respect to indemnification of any claims pursuant to Section 10.2(a) related to the first sentence of Section 3.6 and the second sentence of Section 3.14, Buyer, its Affiliates and its representatives shall be entitled to recover, and the Sellers shall be obligated for, all such losses, costs, liabilities, damages and expenses without regard to whether any threshold has been met and without regard to any limitation on the aggregate amount of such liability.

(b) No monetary amount shall be payable by Buyer to any Seller, its Affiliates and its representatives with respect to the indemnification of any claims pursuant to Section 10.3(a) until the aggregate amount of such losses, costs, liabilities, damages and expenses exceeds the Threshold, after which such claimant shall be entitled to recover, and the Buyer shall be obligated for, all losses, costs, liabilities, damages and expenses including the first Twenty Thousand Dollars (\$20,000); provided, however, that the aggregate amount of payments by Buyer with respect to the indemnification of any claims pursuant to Section 10.3(a) hereunder shall not exceed the Purchase Price

10.5 Specific Performance. The parties recognize that if Sellers breach this Agreement and refuse to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The parties recognize that, after Closing, if Buyer breaches this Agreement and refuse to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Sellers for their injury. After Closing, Sellers shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Sellers to enforce this Agreement after Closing, Buyer shall waive the defense that there is an adequate remedy at law.

SECTION 11. MISCELLANEOUS

11.1 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

11.2 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Sellers to Buyer pursuant to this Agreement shall be paid one-half by Sellers and one-half by Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

11.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial

delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Sellers: TV 67, Inc.
c/o Marc J. Kessler, Esq.
Hahn Loeser & Parks LLP
65 East State Street, Suite 1400
Columbus, Ohio 43215
Facsimile: (614) 221-5909
Telephone: (614) 221-0240

With a copy to: Marc J. Kessler, Esq.
Hahn Loeser & Parks LLP
65 East State Street, Suite 1400
Columbus, Ohio 43215
Facsimile: (614) 221-5909
Telephone: (614) 221-0240

If to Buyer: Mr. Allan J. Block
c/o Block Communications, Inc.
6450 Monroe St.
Sylvania, OH 43560-1430
Facsimile: (419) 724-6167
Telephone: (419) 724-6212

With a copy to: Dow, Lohnes PLLC
Attention: John R. Feore, Jr., Esq.
1200 New Hampshire Ave., N.W., Suite 800
Washington, DC 20036-6802
Facsimile: (202) 776-2222
Phone: (202) 776-2786

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

11.4 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Sellers, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

11.6 Governing Law. Except to the extent governed by Federal law, this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio (without regard to the choice of law provisions thereof).

11.7 Arbitration. Except as otherwise provided to the contrary below, at all times after the Closing, any dispute arising out of or related to this Agreement that the parties are unable to resolve within fifteen days of the first written notice from one party to the other regarding such dispute shall be settled by arbitration by a panel of three (3) neutral arbitrators who shall be selected in accordance with the procedures set forth in the commercial arbitration rules of the American Arbitration Association. The persons selected as arbitrators shall have prior experience in the broadcasting industry but need not be professional arbitrators, and persons such as lawyers, accountants, brokers and bankers shall be acceptable. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association in Washington, D.C. The written decision of a majority of the arbitrators shall be final and binding on Sellers and Buyer. The costs and expenses of the arbitration proceeding shall be awarded to Sellers and/or Buyer, as applicable, in accordance with the requirement of Section 11.1, and the amount of such award shall be set forth in the decision and award of the arbitrators. The arbitrators shall not have any authority to award punitive damages, treble damages, consequential or indirect damages, or any other damages not measured by the prevailing party's actual damages. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Sellers or Buyer against the other except (i) an action to compel arbitration pursuant to this Section, (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section or (iii) an action for specific performance.

11.8 Entire Agreement. This Agreement, the Settlement Agreement and the schedules and exhibits hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Sellers with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

11.9 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

11.10 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Electronic, facsimile, or photocopy copies of signatures shall be treated as original signatures for all purposes.

11.11 No Press Releases. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby. This provision shall not preclude the giving of public notice of the Assignment Application, as required by 47 CFR § 73.3580, or making the Assignment Application, including this Agreement, available to members of the public as required by 47 CFR § 73.3526.

11.12 Neutral Construction. The parties agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. This Agreement shall be deemed to have been jointly and equally drafted by the parties, and the provisions of this Agreement shall not be construed against a party on the grounds that such party drafted or was more responsible for drafting such provisions.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

TV 67, INC.

By: _____

Name: _____

Title: *President*

TV 67 LICENSING, LLC

By: _____

Name: _____

Title: *President*

METRO VIDEO PRODUCTIONS, INC.

By: _____

Name: _____

Title: *President*

METRO VIDEO LICENSING, LLC

By: _____

Name: _____

Title: *President*

BROADCAST INVESTMENT GROUP, LLC

By: _____

Name: _____

Title: *President*

WEST CENTRAL OHIO BROADCASTING, INC.

By:

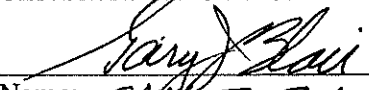

Name: GARY J. BLAIR
Title: PRESIDENT

EXHIBIT A-1

NON-COMPETITION AGREEMENT

This is a NON-COMPETITION AGREEMENT (the "Agreement") entered into as of January __, 2009, by and among TV 67, Inc., an Ohio corporation ("67 Inc."), TV 67 Licensing, LLC, an Ohio limited liability company ("67 LLC"), Metro Video Productions, Inc., an Ohio corporation ("MVP"), Broadcast Investment Group, LLC, an Ohio limited liability company ("BIG"), Metro Video Licensing, LLC, a Ohio limited liability company ("MVL", and collectively with 67 Inc., 67 LLC, MVP and BIG, "Sellers" and each a "Seller"), and West Central Ohio Broadcasting, Inc., a Ohio corporation ("Buyer"). Sellers are each referred to herein as a "Covenanting Party." Sellers own and operate:

Low Power Television Station WLMO-LP, Channel 38,
Facility Identification Number 70612, Lima, Ohio

Low Power Television Station WLQP-LP, Channel 18,
Facility Identification Number 21476, Lima, Ohio

Class A Television Station WOHL-CA, Channel 25,
Facility Identification Number 68549, Lima, Ohio

Low Power Television Station WFND-LP, Channel 22,
Facility Identification Number 21475, Findlay, Ohio

(collectively, the "Stations" and each a "Station"), pursuant to authorizations issued by the Federal Communications Commission. Buyer and the Covenanting Parties are parties to that certain Asset Purchase Agreement, dated as of November __, 2008 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase from Sellers, and Sellers have agreed to sell to Buyer, all of Sellers' right, title and interest in and to the goodwill and substantially all of the assets owned or held by the Sellers and used or useful in the operation of the Stations, all in accordance with, and subject to, the terms and conditions set forth in the Purchase Agreement.

Any post-purchase competition with the Stations by the Covenanting Parties would reduce the value of the Stations to Buyer. Therefore, to induce Buyer to enter into and consummate the Purchase Agreement, the Covenanting Parties have entered into this Agreement. The Covenanting Parties acknowledge that they and their members and shareholders have received significant benefit from the Purchase Agreement and the transactions to be consummated pursuant thereto. In consideration of the foregoing, as an inducement to Buyer to purchase the Assets in accordance with the Purchase Agreement, in performance by the Covenanting Parties of their covenant in the Purchase Agreement, in satisfaction of a condition precedent to Buyer's obligation to consummate the Purchase Agreement, and for the payment to the Covenanting Parties effected in Section 2 hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. a) Covenant Not to Compete. During a period of **TWO (2)** years following the Closing Date, the Covenantee Parties will not, and will cause any entity directly or indirectly controlled by or under common control with them not to, compete with the Stations through the direct or indirect ownership, operation or management of, or direct or indirect participation in any manner in the revenues, profits or control of, any business that owns or operates an over-the-air television station licensed to any community in the Lima, Ohio Designated Market Area (as defined by Nielsen Media Research or its successor) (the “DMA”); provided, however, that this Agreement shall not limit any Covenantee Party’s ability to: (i) own not more than five percent (5%) of the outstanding stock of any class of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market; or (ii) perform work such as video editing, production of commercials or independent programming or streaming video distribution, or providing television consulting or agency services to a business that is not involved in the ownership or operation of an over-the-air television station licensed in any community in the DMA.

b) No Solicitation of Advertisers or Customers. During a period of **TWO (2)** years following the Closing Date, no Covenantee Party nor any entity directly or indirectly controlling, controlled by or under common control with a Covenantee Party shall: solicit or accept any advertising to be broadcast or otherwise distributed from any person, firm or business which is located in the DMA or solicit or accept any business from a customer of any Station located in the DMA; provided, however, that this Agreement shall not limit any Covenantee Party’s ability to perform work such as video editing, production of commercials or independent programming or streaming video distribution, or providing television consulting or agency services to a business that is not involved in the ownership or operation of an over-the-air television station licensed in any community in the DMA.

c) No Solicitation of Employees. During a period of **TWO (2)** years following the Closing Date, no Covenantee Party nor any entity directly or indirectly controlling, controlled by or under common control with a Covenantee Party shall: solicit, induce or encourage, directly or indirectly, any employee of the Stations or any individual who had been employed any Station in the prior six months, to end his/her employment with the Stations.

c) Injunctive Relief. Each Covenantee Party acknowledges that the restrictions contained herein are reasonable and necessary to protect the businesses and interests which Buyer is acquiring pursuant to the Purchase Agreement, and that any violation of these restrictions will cause substantial irreparable injury to Buyer or its permitted assignee under the Purchase Agreement. Each Covenantee Party therefore agrees that Buyer or its permitted assignee under the Purchase Agreement is entitled, in addition to any and all other remedies provided by law, to preliminary and permanent injunctive relief to prevent a breach or contemplated breach of this Agreement.

2. Payment to the Covenantee Parties. As consideration for each Covenantee Party’s obligations under this Agreement, Buyer has paid to the Covenantee Parties the sum of Ten Dollars (\$10.00). The Covenantee Parties hereby acknowledge receipt and sufficiency of such payment.

3. Waiver. No waiver of a breach of, or of a default under, any provisions of this Agreement, or failure to enforce any right or privilege hereunder, shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement or as a waiver of any of such provisions, rights or privileges hereunder.

4. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder; provided, that: (i) the Covenantee Parties may not assign this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of Buyer, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect; (ii) Buyer may assign this Agreement to any entity in which more than fifty percent of the equity interest is owned directly or indirectly by Buyer; and (iii) Buyer or its assignee may, without any prior written consent of the Covenantee Parties, assign this Agreement, including the non-competition covenant contained herein, to any party which acquires any Station with which this Agreement is associated. No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

5. Entire Agreement; Amendment. This Agreement, together with the Purchase Agreement, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior oral and written agreements, commitments or understandings with respect to the agreement not to compete. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, release, change, modification, extension or discharge is sought.

6. Severability. If any part or any provision of this Agreement shall be invalid or unenforceable under applicable law, such part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions of this Agreement. If the time or area limitations of Section 1 hereof are held to be unreasonable or otherwise unenforceable under applicable law, the Agreement shall nevertheless be enforceable for such lesser time or lesser areas, or both, as may be deemed reasonable.

7. Authority. The person signing on behalf of each Covenantee Party represents and warrants that he is signing this Agreement as a duly authorized representative of such party. The Agreement has been duly executed and delivered by each Covenantee Party and constitutes such Covenantee Party's valid and binding obligation enforceable in accordance with its terms, subject to only to any applicable general equitable principles which may limit the right to obtain equitable remedies against each Covenantee Party.

8. Headings. The headings of the Sections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning thereof.

9. Governing Law. This Agreement is entered into in the State of Ohio and the parties acknowledge and agree that the Agreement shall be governed by and construed in

accordance with the laws of the State of Ohio (without regard to the choice of law provisions thereof).

10. Definitions. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Purchase Agreement.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed sufficiently given, if mailed, three (3) days after mailing by certified or registered mail, postage prepaid, or when delivered, if given by personal delivery, by telecopier or by reputable overnight courier service, addressed to the following addresses:

If to Sellers: TV 67, Inc.
c/o Marc J. Kessler, Esq.
Hahn Loeser & Parks LLP
65 East State Street, Suite 1400
Columbus, Ohio 43215
Facsimile: (614) 221-5909
Telephone: (614) 221-0240

With a copy to: Marc J. Kessler, Esq.
Hahn Loeser & Parks LLP
65 East State Street, Suite 1400
Columbus, Ohio 43215
Facsimile: (614) 221-5909
Telephone: (614) 221-0240

If to Buyer: Mr. Allan J. Block
c/o Block Communications, Inc.
6450 Monroe St.
Sylvania, OH 43560-1430
Facsimile: (419) 724-6167
Telephone: (419) 724-6212

With a copy to: Dow Lohnes PLLC
Attention: John R. Feore, Jr., Esq.
1200 New Hampshire Ave., N.W., Suite 800
Washington, DC 20036-6802
Facsimile: (202) 776-2222
Phone: (202) 776-2786

or such other address as shall be furnished in writing by either party to the other party.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

TV 67, INC.

By: _____
Name:
Title:

TV 67 LICENSING, LLC

By: _____
Name:
Title:

METRO VIDEO PRODUCTIONS, INC.

By: _____
Name:
Title:

METRO VIDEO LICENSING, LLC

By: _____
Name:
Title:

BROADCAST INVESTMENT GROUP, LLC

By: _____
Name:
Title:

WEST CENTRAL OHIO BROADCASTING, INC.

By: _____
Name:
Title:

EXHIBIT A-2

NON-COMPETITION AGREEMENT

This is a NON-COMPETITION AGREEMENT (the "Agreement") entered into as of January __, 2009, by and among each of Greg Phipps and Kathleen Phipps (each a "Covenanting Party," and collectively, the "Covenanting Parties"), and West Central Ohio Broadcasting, Inc., a _____ corporation ("Buyer"). Buyer and TV 67, Inc., an Ohio corporation ("67 Inc."), TV 67 Licensing, LLC, an Ohio limited liability company ("67 LLC"), Metro Video Productions, Inc., an Ohio corporation ("MVP"), Metro Video Licensing, LLC, an Ohio limited liability company ("MVL") and Broadcast Investment Group, LLC, an Ohio limited liability company ("BIG"), and collectively with 67 Inc., 67 LLC MVP and MVL, "Sellers" and each a "Seller" are parties to that certain Asset Purchase Agreement, dated as of November __, 2008 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase from Sellers, and Sellers have agreed to sell to Buyer, all of Sellers' right, title and interest in and to the goodwill and substantially all of the assets owned or held by the Sellers and used or useful in the operation of the Stations (as defined below), all in accordance with, and subject to, the terms and conditions set forth in the Purchase Agreement. Sellers own and operate:

Low Power Television Station WLMO-LP, Channel 38,
Facility Identification Number 70612, Lima, Ohio

Low Power Television Station WLQP-LP, Channel 18,
Facility Identification Number 21476, Lima, Ohio

Class A Television Station WOHL-CA, Channel 25,
Facility Identification Number 68549, Lima, Ohio

Low Power Television Station WFND-LP, Channel 22,
Facility Identification Number 21475, Findlay, Ohio

(collectively, the "Stations" and each a "Station"), pursuant to authorizations issued by the Federal Communications Commission.

Any post-purchase competition with the Stations by the Covenanting Parties would reduce the value of the Stations to Buyer. Each Covenanting Party acknowledges that he or she has received significant benefit from the Purchase Agreement and the transactions to be consummated pursuant thereto, including specifically the sale of the assets and goodwill of the Station. Therefore, to induce Buyer to enter into and consummate the Purchase Agreement, the Covenanting Parties have entered into this Agreement. In consideration of the foregoing, as an inducement to Buyer to purchase the Assets in accordance with the Purchase Agreement, in performance by the Sellers of their covenant in the Purchase Agreement, in satisfaction of a condition precedent to Buyer's obligation to consummate the Purchase Agreement, and for the payment to the Covenanting Parties effected in Section 2 hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. a) Covenant Not to Compete. During a period of **TWO (2)** years following the Closing Date, the Covenanting Parties will not, and will cause any entity directly or indirectly controlled by or under common control with them not to, compete with the Stations through the direct or indirect ownership, operation or management of, or direct or indirect participation in any manner in the revenues, profits or control of, any business that owns or operates an over-the-air television station licensed to any community in the Lima, Ohio Designated Market Area (as defined by Nielsen Media Research or its successor) (the “DMA”); provided, however, that this Agreement shall not limit any Covenanting Party’s ability to: (i) own not more than five percent (5%) of the outstanding stock of any class of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market; or (ii) perform work such as (a) video editing, production of commercials or independent programming or streaming video distribution, or (b) providing on-air reporting, commentary or anchoring of programming, or (c) providing television consulting or agency services to a business that is not involved in the ownership or operation of an over-the-air television station licensed in any community in the DMA.

b) No Solicitation of Advertisers or Customers. During a period of **TWO (2)** years following the Closing Date, no Covenanting Party nor any entity directly or indirectly controlling, controlled by or under common control with a Covenanting Party shall: solicit or accept any advertising to be broadcast or otherwise distributed from any person, firm or business which is located in the DMA or solicit or accept any business from a customer of any Station located in the DMA; provided, however, that this Agreement shall not limit any Covenanting Party’s ability to perform work such as (i) video editing, production of commercials or independent programming or streaming video distribution, or (ii) providing on-air reporting, commentary or anchoring of programming, or (iii) providing television consulting or agency services to a business that is not involved in the ownership or operation of an over-the-air television station licensed in any community in the DMA..

c) No Solicitation of Employees. During a period of **TWO (2)** years following the Closing Date, no Covenanting Party nor any entity directly or indirectly controlling, controlled by or under common control with a Covenanting Party shall: solicit, induce or encourage, directly or indirectly, any employee of the Stations or any individual who had been employed any Station in the prior six months, to end his/her employment with the Stations.

d) Injunctive Relief. Each Covenanting Party acknowledges that the restrictions contained herein are reasonable and necessary to protect the businesses and interests which Buyer is acquiring pursuant to the Purchase Agreement, and that any violation of these restrictions will cause substantial irreparable injury to Buyer or its permitted assignee under the Purchase Agreement. Each Covenanting Party therefore agrees that Buyer or its permitted assignee under the Purchase Agreement is entitled, in addition to any and all other remedies provided by law, to preliminary and permanent injunctive relief to prevent a breach or contemplated breach of this Agreement.

2. Payment to the Covenanting Parties. As consideration for each Covenanting Party’s obligations under this Agreement, Buyer has paid to the Covenanting Parties the sum of One Hundred Thousand Dollars (\$100,000.00) in the aggregate. The Covenanting Parties hereby acknowledge receipt and sufficiency of such payment.

3. Waiver. No waiver of a breach of, or of a default under, any provisions of this Agreement, or failure to enforce any right or privilege hereunder, shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement or as a waiver of any of such provisions, rights or privileges hereunder.

4. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder; provided, that: (i) the Covenantee Parties may not assign this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of Buyer, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect; (ii) Buyer may assign this Agreement to any entity in which more than fifty percent of the equity interest is owned directly or indirectly by Buyer; and (iii) Buyer or its assignee may, without any prior written consent of the Covenantee Parties, assign this Agreement, including the non-competition covenant contained herein, to any party which acquires any Station with which this Agreement is associated. No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

5. Entire Agreement; Amendment. This Agreement, together with the Purchase Agreement, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior oral and written agreements, commitments or understandings with respect to the agreement not to compete. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, release, change, modification, extension or discharge is sought.

6. Severability. If any part or any provision of this Agreement shall be invalid or unenforceable under applicable law, such part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions of this Agreement. If the time or area limitations of Section 1 hereof are held to be unreasonable or otherwise unenforceable under applicable law, the Agreement shall nevertheless be enforceable for such lesser time or lesser areas, or both, as may be deemed reasonable.

7. Authority. The Agreement has been duly executed and delivered by each Covenantee Party and constitutes such Covenantee Party's valid and binding obligation enforceable in accordance with its terms, subject to only to any applicable general equitable principles which may limit the right to obtain equitable remedies against each Covenantee Party.

8. Headings. The headings of the Sections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning thereof.

9. Governing Law. This Agreement is entered into in the State of Ohio and the parties acknowledge and agree that the Agreement shall be governed by and construed in

accordance with the laws of the State of Ohio (without regard to the choice of law provisions thereof).

10. Definitions. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Purchase Agreement.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed sufficiently given, if mailed, three (3) days after mailing by certified or registered mail, postage prepaid, or when delivered, if given by personal delivery, by telecopier or by reputable overnight courier service, addressed to the following addresses:

If to Greg and
Kathleen Phipps:

Greg Phipps
2740 Kimberley Drive
Lima, Ohio 45807
Facsimile:
Telephone:

With a copy to:

Marc J. Kessler, Esq.
Hahn Loeser & Parks LLP
65 East State Street, Suite 1400
Columbus, Ohio 43215
Facsimile: (614) 221-5909
Telephone: (614) 221-0240

If to Buyer:

Mr. Allan J. Block
c/o Block Communications, Inc.
6450 Monroe St.
Sylvania, OH 43560-1430
Facsimile: (419) 724-6167
Telephone: (419) 724-6212

With a copy to:

Dow Lohnes PLLC
Attention: John R. Feore, Jr., Esq.
1200 New Hampshire Ave., N.W., Suite 800
Washington, DC 20036-6802
Facsimile: (202) 776-2222
Phone: (202) 776-2786

or such other address as shall be furnished in writing by either party to the other party.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

Gregg Phipps

Kathleen Phipps

WEST CENTRAL OHIO BROADCASTING, INC.

By: _____
Name:
Title: