
ASSET PURCHASE AGREEMENT

among

NEUHOFF FAMILY LIMITED PARTNERSHIP

“BUYER”

and

CATAMOUNT BROADCASTING OF TWIN FALLS, LLC
CATAMOUNT-IDAHO LICENSE, LLC

“SELLER”

Dated as of April 16, 2004

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

1.1	Definitions..	1
1.2	Singular/Plural; Gender	10

ARTICLE II

PURCHASE AND SALE; ADJUSTMENTS

2.1	Purchase and Sale	10
2.2	Adjustments to Purchase Price	10
2.3	Accounts Receivable	12
2.4	Non-Assumption of Liabilities	13
2.5	Taxes	13
2.6	Risk of Loss	13
2.7	Access of Seller	13
2.8	Allocation of Purchase Price	14

ARTICLE III

GOVERNMENTAL APPROVALS AND CONTROL OF STATION

3.1	FCC Consent	14
3.2	Control Prior to Closing	15
3.3	Other Governmental Approvals	15

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

4.1	Organization	15
4.2	Authorizations; Enforceability	15
4.3	Absence of Conflicting Agreements	16
4.4	Purchased Assets	17
4.5	Title to Purchased Assets; Liens and Encumbrances	17
4.6	Condition of Equipment	17
4.7	The Contracts	17
4.8	Intangible Property	18
4.9	Real Property	19
4.10	The Leases	20
4.11	Financial Statements	21

4.12	No Changes.....	22
4.13	Undisclosed Liabilities	23
4.14	No Litigation; Labor Disputes; Compliance with Laws	24
4.15	Taxes.....	24
4.16	Governmental Authorizations	25
4.17	Compliance with FCC Requirements.....	26
4.18	Insurance.....	26
4.19	Brokers	27
4.20	Power of Attorney	27
4.21	Employees.....	27
4.22	Employee Benefit Plans	27
4.23	Environmental Compliance.....	28
4.24	Network Affiliation Agreement	29
4.25	Representations and Warranties as of the Closing Date	29
4.26	Disclosure.....	29

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

5.1	Organization	30
5.2	Authorization; Enforceability	30
5.3	Absence of Conflicting Agreements.....	30
5.4	Brokers	31
5.5	Buyer's FCC Qualifications.....	31
5.6	Representations and Warranties	31
5.7	Disclosure.....	31
5.8	Absence of Litigation	31

ARTICLE VI

CERTAIN MATTERS PENDING THE CLOSING

6.1	Access.....	32
6.2	Reports.....	32
6.3	Notice of Adverse Changes	33
6.4	Operations Pending Closing.....	33
6.5	Financial and FCC Reports	35
6.6	Consents	36
6.7	Cooperation	36
6.8	Tax Returns and Payments	36
6.9	Conveyance Free and Clear of Liens	37
6.10	Financing Leases	37
6.11	Public Announcement.....	37
6.12	Best Efforts.....	37
6.13	Updating of Information	37

ARTICLE VII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

7.1	Compliance with Agreement.....	38
7.2	[INTENTIONALLY OMITTED]	38
7.3	Representations and Warranties	38
7.4	No Material Adverse Change.....	38
7.5	Event of Loss.....	39
7.6	Deliveries at Closing.....	39
7.7	Other Documents	39
7.8	Possession; Instruments of Conveyance and Transfer	39
7.9	Approvals and Consent	39
7.10	Delivery of Reports	39
7.11	Absence of Investigations and Proceedings.....	39
7.12	Governmental Consents.....	40
7.13	Licenses	40
7.14	Absence of Liens	40
7.15	Network Affiliation Agreement	40
7.16	Deferred Maintenance Items	40
7.17	Non-Foreign Affidavit.....	41
7.18	Noncompetition Agreement	41
7.19	Lease Estoppel Agreements	41
7.20	Broadcast Cash Flow Level.....	41

ARTICLE VIII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

8.1	Compliance with Agreement.....	41
8.2	[INTENTIONALLY OMITTED]	41
8.3	Representations and Warranties	41
8.4	Deliveries at Closing.....	41
8.5	Other Documents	42
8.6	Absence of Investigations and Proceedings.....	42
8.7	Governmental Consents.....	42

ARTICLE IX

INDEMNIFICATION

9.1	Indemnification by Seller	42
9.2	Indemnification by Buyer	44
9.3	Notification of Claims	45

ARTICLE X

FURTHER AGREEMENTS

10.1	Event of Loss.....	45
10.2	Station Employees.....	46

ARTICLE XI

CLOSING DELIVERIES

11.1	Seller's Closing Deliveries	46
11.2	Buyer's Closing Deliveries	47

ARTICLE XII

TERMINATION; MISCELLANEOUS

12.1	Termination.....	48
12.2	Rights on Termination; Waiver	48
12.3	Liquidated Damages.....	49
12.4	Further Assurances	50
12.5	[INTENTIONALLY OMITTED]	50
12.6	Survival.....	50
12.7	Entire Agreement; Amendment; Waiver	50
12.8	Expenses.....	50
12.9	Benefit; Assignment.....	51
12.10	Exclusivity.....	51
12.11	Confidentiality	51
12.12	Notices	52
12.13	Counterparts; Headings.....	53
12.14	Income Tax Position	53
12.15	Severability.....	53
12.16	No Reliance.....	53
12.17	Governing Law; Venue	54
12.18	Construction	54
12.19	Saturdays, Sundays and Legal Holidays	54
12.20	Incorporation of Exhibits and Schedules	54

SCHEDULES

SCHEDULE 1.1.....	Assumed Liabilities
SCHEDULE 1.2.....	Contracts
SCHEDULE 1.3.....	Copyrights
SCHEDULE 1.4.....	Equipment
SCHEDULE 1.5.....	Leases
SCHEDULE 1.6.....	Licenses
SCHEDULE 1.7.....	Motor Vehicles
SCHEDULE 1.8.....	Permitted Liens
SCHEDULE 1.9.....	Real Property
SCHEDULE 1.10.....	Retained Assets
SCHEDULE 1.11.....	Retained Liabilities
SCHEDULE 1.12.....	Trademarks
SCHEDULE 2.8.....	Allocation of Purchase Price
SCHEDULE 4.1.....	Certificate of Incorporation and Bylaws
SCHEDULE 4.3.....	Conflicting Agreements
SCHEDULE 4.5.....	Title, Liens and Encumbrances
SCHEDULE 4.6.....	Condition of Equipment
SCHEDULE 4.7.....	Contracts Disclosures
SCHEDULE 4.8.....	Intangible Property
SCHEDULE 4.9.....	Real Property
SCHEDULE 4.10.....	Leases
SCHEDULE 4.11.....	Financial Statements
SCHEDULE 4.12.....	No Changes
SCHEDULE 4.13.....	Liabilities
SCHEDULE 4.14.....	Litigation, Labor Disputes, Compliance with Laws
SCHEDULE 4.15.....	Taxes
SCHEDULE 4.16.....	Governmental Authorizations
SCHEDULE 4.17.....	Compliance with FCC Requirements
SCHEDULE 4.18.....	Insurance
SCHEDULE 4.20.....	Powers of Attorney
SCHEDULE 4.21.....	Employees
SCHEDULE 4.22.....	Employee Benefit Plans
SCHEDULE 4.23.....	Environmental Compliance
SCHEDULE 5.1.....	Organization
SCHEDULE 5.3.....	Absence of Conflicting Agreements
SCHEDULE 5.5.....	Buyers FCC Qualifications
SCHEDULE 6.1.....	Reports
SCHEDULE 7.9.....	Approvals and Consent
SCHEDULE 7.11.....	Investigations and Proceedings
SCHEDULE 7.13.....	Licenses
SCHEDULE 7.16.....	Deferred Maintenance Items

EXHIBITS

EXHIBIT A.....	Assignment of Licenses
EXHIBIT B.....	Assumption Agreement
EXHIBIT C.....	Bill of Sale and Assignment
EXHIBIT D.....	Buyer's Closing Certificate
EXHIBIT E.....	Buyer's Opinion of Counsel
EXHIBIT F.....	Buyer's Performance Certificate
EXHIBIT G	Contract Assignment
EXHIBIT H.....	Holdback Escrow Agreement
EXHIBIT I.....	Lease Assignment
EXHIBIT J	Lease Estoppel Agreements
EXHIBIT K.....	Noncompetition Agreement
EXHIBIT L	Seller's Closing Certificate
EXHIBIT M-1	Seller's Opinion of Corporate Counsel
EXHIBIT M-2	Seller's Opinion of Communications Counsel
EXHIBIT N.....	Seller's Performance Certificate

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 16th day of April 2004, by and among CATAMOUNT BROADCASTING OF TWIN FALLS LLC, a Delaware limited liability company ("Catamount"), CATAMOUNT-IDAHO LICENSE LLC, a Delaware limited liability company ("License Sub" together with Catamount, collectively, the "Seller"), and NEUHOFF FAMILY LIMITED PARTNERSHIP, a Florida limited partnership ("Buyer").

RECITALS:

A. Seller is engaged in the business of television broadcasting and presently owns the assets of and operates commercial television broadcast Station KMVT(TV), analog Channel 11, and KMVT-DT, digital Channel 16, Twin Falls, Idaho (the "Station"), and each of the facilities licensed to License Sub pursuant to the Licenses listed on Schedule 1.6 hereto, including without limitation all television translator, auxiliary and satellite earth station facilities.

B. Pursuant to this Agreement, as defined below, Seller is selling to Buyer and Buyer is buying from Seller certain assets and assuming certain liabilities of the Station.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Agreement the following terms have the meanings specified:

"Accounts Receivable" shall mean all accounts receivable of Seller related to the Station immediately prior to the Closing as determined in accordance with generally accepted accounting principles;

"Adjustment Amount" shall have the meaning set forth in Section 2.1(f);

"Adjustment List" shall have the meaning set forth in Section 2.1(f);

"Affiliates" shall mean person or entities that directly or indirectly control, are controlled by or are under common control with the Buyer;

“Agreement” shall mean this Asset Purchase Agreement, together with the Schedules and the Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;

“Assignment of Licenses” shall mean an instrument in the form of EXHIBIT A attached hereto by which Seller will transfer and assign the Licenses to Buyer (or a wholly-owned subsidiary of Buyer);

“Assumption Agreement” shall mean an instrument in the form of EXHIBIT B attached hereto by which the Assumed Liabilities are to be assumed and accepted by Buyer;

“Assumed Liabilities” shall mean (a) the liabilities of Seller, if any, listed on Schedule 1.1, (b) the obligations of Seller under the Contracts and the Leases arising from and accruing with respect to the operation of the Station after the Closing Date, except those Contracts and Leases, if any, included in the Retained Assets, (c) liabilities with respect to Permitted Liens (other than Permitted Liens on Retained Assets), and (d) the liabilities, obligations and claims resulting from the operation of the Station prior to the Closing Date to the extent such liabilities, obligations and claims are the subject of a purchase price adjustment pursuant to Section 2.1 in the favor of Buyer;

“Benefit Arrangements” shall mean a benefit program or practice sponsored by Seller providing for bonuses, incentive compensation, vacation pay, severance pay, insurance, restricted stock, stock options, employee discounts, company cars, tuition reimbursement or any other perquisite or benefit (including, without limitation, any fringe benefit under Section 132 of the Code) to employees, officers or independent contractors that is not a Plan;

“Bill of Sale and Assignment” shall mean the instrument in the form of Exhibit C attached hereto, by which Seller will convey to Buyer all of Seller’s right, title and interest in and to the Customer Lists, the Equipment, the Intangible Property, the Miscellaneous Assets, the Motor Vehicles, and the Records;

“Broadcast Cash Flow” shall mean net income (exclusive of extraordinary items and changes in accounting principles, if any) plus interest, taxes, depreciation, amortization (including amortization of intangibles and programming rights) and corporate overhead, minus cash payments for programming rights, as determined in accordance with generally accepted accounting principles;

“Buyer’s Closing Certificate” shall mean the certificate of Buyer in the form of Exhibit D attached hereto;

“Buyer’s Opinion of Counsel” shall mean the opinion of counsel of Buyer in the form of EXHIBIT E attached hereto;

“Buyer’s Performance Certificate” shall mean the certificate of Buyer in the form of Exhibit F attached hereto;

“Cable Act” shall mean the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992);

“Cash” shall mean all moneys or funds of Seller, whether in the form of cash, cash equivalents, marketable securities, commercial paper, short-term investments or deposits in bank or other financial institution accounts of any kind;

“Closing” shall mean the conference to be held at noon, Eastern time on the Closing Date at the offices of Schwartz Woods & Miller, 1350 Connecticut Avenue, N.W., Suite 300, Washington, D.C. or at such other time and place as the parties may mutually agree to in writing, at which the transactions contemplated by this Agreement shall be consummated;

“Closing Date” shall mean (a) the date designated by mutual agreement of the parties, which in any event shall be no later than ten (10) days after the last to occur of the dates in which FCC Consent has become a Final Order, provided, however that Buyer in its sole discretion and upon ten (10) days’ prior written notice may waive the requirement that the FCC Consent has become a Final Order, or (b) such other date as Buyer and Seller may agree upon in writing. The Closing shall be deemed effective as of 12:01 a.m. on the first day subsequent to the Closing Date;

“Closing Settlement Statement” shall have the meaning set forth in Section 2.2(e);

“Code” shall mean the Internal Revenue Code of 1986, as amended;

“Communications Act” means the Communications Act of 1934, as amended, together with the rules, regulations and published policies of the FCC;

“Contract Assignment” shall mean the Assignment and Assumption of Contracts, in the form of EXHIBIT G attached hereto, by which Seller assigns all of its right, title and interest in and to the Contracts to Buyer and Buyer assumes the then remaining rights and obligations of Seller under the Contracts;

“Contracts” shall mean those agreements (other than those included in the Retained Assets and other than the Leases) under which Seller conducts the business of the Station, whether written, oral or implied, including all contractual obligations incurred by Seller for the Program Rights, including but not limited to those agreements listed and described on Schedule 1.2;

“Copyrights” shall mean all copyrights and copyright applications owned by the Seller related to the Station, including without limitation those items described on Schedule 1.3;

“Customer Lists” shall mean all lists, documents, written information and computer tapes and programs and other computer readable media in Seller’s possession concerning past present and potential purchasers of services from the Station;

“Earnest Money” shall mean the sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$875,000), to be deposited by Buyer with the Escrow Agent concurrently with the execution hereof, and to be held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;

“Environmental Laws” shall mean the rules and regulations of the FCC, the Environmental Protection Agency and any other federal, state or local government authority pertaining to human exposure to RF radiation, all applicable federal, state and local laws, including statutes, regulations, ordinances, codes, rules, as amended, relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Materials or toxic substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, the Toxic Substance Control Act regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency now in effect.

“Equipment” shall mean all machinery, equipment, furniture, fixtures, furnishings, parts, blank films and tapes and all other items of tangible personal property of Seller and used or useable in the operation of the Station, including but not limited to those items listed on Schedule 1.4;

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended;

“Escrow Agent” shall mean Northern Trust Bank of Florida, N.A., the fees for which shall be divided equally between Buyer and Seller;

“Escrow Agreement” shall mean the Escrow Agreement among Escrow Agent, Buyer and Seller to be entered into contemporaneously with the execution of this Agreement;

“Event of Loss” shall mean any loss, taking, condemnation, damage or destruction of or to any of the Purchased Assets or the Station;

“FCC” means the Federal Communications Commission;

“FCC Consent” shall mean action by the FCC granting its consent to the assignment of the Licenses from License Sub to Buyer;

“Final Order” shall mean an FCC Consent that has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no requests for administrative or judicial review, reconsideration, appeal, or stay are pending, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired;

“Financial Statements” shall mean the unaudited financial statements of Seller described in Section 4.11(a);

“Financing Lease” shall mean any Lease which is properly characterized as a capitalized lease obligation in accordance with generally accepted accounting principles;

“Hazardous Materials” shall mean any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants under any Environmental Laws, including without limitation, substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. “Hazardous Materials” includes but is not limited to polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including, without limitation, crude oil).

“Holdback Escrow Account” shall mean the account established with the Escrow Agent pursuant to the Holdback Escrow Agreement;

“Holdback Escrow Agreement” shall mean the Holdback Escrow Agreement in the form of Exhibit H attached hereto among Escrow Agent, Buyer and Seller to be entered into at the Closing;

“Holdback Escrow Amount” shall mean the sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$875,000);

“Intangible Property” shall mean: (a) the Copyrights; (b) the Trademarks; (c) the Trade Secrets; (d) all of the rights of the Seller in and to the call letters “KMVT”; and (e) all goodwill associated therewith;

“Interim Financial Statements” shall mean the unaudited financial statements of the Seller described in Section 4.11(b);

“Knowledge of Seller” shall mean the actual knowledge of Ralph E. Becker, Lee Wagner, Theodore Horton, Jr., Hoyt J. Goodrich, Stephen J. Eley, Paige Johns, Daniel J. Duman and any other officer or manager of Seller.

“Lease Assignment” shall mean the Assignment and Assumption of Leases, in the form of EXHIBIT I attached hereto, between Buyer and Seller;

“Lease Estoppel Agreements” shall mean agreements from persons who have leased (including the granting of a right-of-way in the nature of a lease) Real Property to Seller related to the operation of the Station, in the form of EXHIBIT J attached hereto or in such other form as is reasonably acceptable to Buyer’s lenders and to Seller;

“Leases” shall mean those leases and subleases of real and personal property related to the Station as listed on Schedule 1.5;

“Licenses” shall mean all licenses, permits and authorizations issued by the FCC to License Sub for the operation of the Station, as listed on Schedule 1.6;

“Lien” shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement with respect to any of the Purchased Assets under the Uniform Commercial Code of the State of Idaho, or comparable law of any jurisdiction;

“Miscellaneous Assets” shall mean all tangible and intangible assets used or useable in the operation of the Station and not otherwise specifically referred to in this Agreement, including any warranties related to any of the Purchased Assets, excepting therefrom only the Retained Assets;

“Motor Vehicles” shall mean all motor vehicles owned by Seller related to the operation of the Station, including without those listed on Schedule 1.7;

“Network Affiliation Agreement” shall mean the Affiliation Agreement dated November 1, 1992, as amended since the date thereof, by and between Seller and CBS Broadcasting, Inc. (“CBS”) with respect to the Station;

“Noncompetition Agreement” shall mean the Agreement and Covenant Not to Compete among Seller, Ralph E. Becker, and Buyer in the form of Exhibit L attached hereto, executed at the Closing;

“Permitted Liens” shall mean the following Liens: (a) Liens existing on Retained Assets; (b) Liens existing on the Closing Date to remain on Purchased Assets as listed on Schedule 1.8; (c) Liens for taxes, assessments or other governmental charges or levies not yet due or which are being contested in good faith and by appropriate proceedings; (d) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, material, men and other Liens imposed by law created in the ordinary course of business for amounts not yet due; (e) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business in connection with worker’s compensation, unemployment insurance or other types of social security; (f) easements, rights-of-way, restrictions and other similar encumbrances on real property in connection with public utilities and streets or roads, and encroachments (whether or not in connection with public utilities and streets or roads) that do not secure any monetary amount and which do not in any case materially diminish the value of the property subject thereto or interfere with the ordinary conduct of the business thereon; and (g) any zoning or similar law or right reserved to or vested in any governmental office or agency that is not violated by any existing improvement and that does not prohibit the use of the Real Property as currently used by Seller or the Station;

“Person” shall mean any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity;

“Phase I Reports” shall have the meaning set forth in Section 6.2 hereof;

“Plan” shall mean any plan, program or arrangement whether or not written, that is or was (a) an “employee benefit plan” as such term is defined in Section 3(3) of ERISA and (i) which was or is established or maintained by Seller; (ii) to which Seller contributed and was obligated to contribute or to fund or provide benefits; or (iii) which provides or promises benefits to any person who performs or who has performed services for Seller and because of those services is or has been (A) a participant therein or (B) entitled to benefits thereunder; (b) an “employee pension benefit plan” as such term is defined in Section 3(2) of ERISA, including, without limitation, any such plan that satisfies, or is intended by Seller to satisfy the requirements for tax qualification described in Section 401 of the Code; (c) a “multi-employer plan” as such term is defined in Section 3(37) of ERISA; or (d) an “employee welfare benefit plan” as such term is defined in Section 3(1) of ERISA;

“Program Rights” shall mean all rights of Seller presently existing or obtained prior to the Closing in accordance with this Agreement to broadcast television programs or shows as part of the Station’s programming and for which

Seller is or will be obligated to compensate the vendor of such Program Rights, including all film and program barter agreements;

"Purchased Assets" shall mean the right, title and interest of Seller in and to all assets, used or useable in the operation of the Station, other than the Retained Assets, including but not limited to (a) the Contracts, (b) the Customer Lists, (c) the Equipment (d) the Intangible Property, (e) the Leases, (f) the Licenses, (g) the Miscellaneous Assets, (h) the Motor Vehicles, (i) the Real Property, (j) the Noncompetition Agreement and (k) the Records;

"Purchase Price" shall mean the aggregate amount of SEVENTEEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$17,300,000), as adjusted pursuant to Section 2.2 hereof, to be paid by Buyer to Seller pursuant to this Agreement;

"Real Property" shall mean the Seller's fee simple or leasehold interest in the real property more particularly described on Schedule 1.9 and all buildings, improvements and fixtures thereon, together with all rights of way, easements, privileges, strips and gores and appurtenances pertaining thereto, including any right title and interest of Seller in and to any street adjoining any portion of the Real Property;

"Records" shall mean files and records, including schematics, technical information and engineering data, programming information, correspondence, books of account, employment records, customer files, purchase and sales records and correspondence, advertising records, files and literature, and FCC logs, files and records and other written materials of Seller relating to the Station; provided, however, that Records shall not mean or include the corporate minute books and stock records of the Seller and records related solely to Seller's internal corporate matters and unrelated to the operation of the Station;

"Retained Assets" shall mean (a) any and all claims of Seller with respect to transactions prior to the Closing Date including, without limitation, claims for tax refunds and refunds of fees paid to the FCC, except to the extent such claims relate to Assumed Liabilities or the Purchased Assets, (b) all contracts of insurance entered into by Seller, (c) all rights and obligations under any agreements and any other assets listed on Schedule 1.10, (d) all assets related to the Station Employee Benefit Plans, (e) the Cash, (f) the Accounts Receivable, (g) any declaration, report, claim for refund, or information return or statement of Seller relating to taxes including any schedule or attachment thereto, and including any amendments thereof, (g) any financial statements, tax returns, tax filings or other information of Seller, and (h) the books and records pertaining to the formation, authority or qualification of Seller;

"Retained Liabilities" shall mean all the obligations and liabilities of Seller whether now existing or previously or hereafter incurred other than the Assumed

Liabilities, which Retained Liabilities shall include but not be limited to (a) all taxes that result from or have accrued in connection with the operation of the Station prior to the Closing Date, (b) liabilities and obligations arising under Contracts and Leases transferred to Buyer in accordance with this Agreement to the extent such liabilities and obligations arise during or relate to or have accrued in connection with any period prior to the Closing except to the extent any such liabilities have been taken into account in adjusting the Purchase Price pursuant to Section 2.1, (c) all liabilities and obligations accruing with respect to the operation of the Station prior to the Closing except to the extent any such liabilities have been taken into account in adjusting the Purchase Price pursuant to Section 2.1, (d) all liabilities related to the Station Employee Benefit Plans, and (e) all liabilities listed on Schedule 1.11;

“Schedules” shall mean those schedules referred to in this Agreement which have been bound in that separate volume executed by or on behalf of the parties, and delivered concurrently with the execution of this Agreement, which volume is hereby incorporated herein and made a part hereof;

“Seller’s Closing Certificate” shall mean the certificate of Seller in the form of EXHIBIT L attached hereto;

“Seller’s Opinion of Counsel” means the legal opinion of corporate counsel to Seller in the form of EXHIBIT M-1 attached hereto;

“Seller’s Opinion of FCC Counsel” means the legal opinion of communications counsel to Seller in the form of EXHIBIT M-2 attached hereto;

“Seller’s Performance Certificate” shall mean the certificate of Seller in the form of EXHIBIT N attached hereto;

“Station Employee” shall mean an employee of the Station as of the Closing Date;

“Station Employee Benefit Plans” shall mean any Plan or Benefit Arrangement in which any current former or retired employee of the Seller participates;

“Surveys” shall have the meaning set forth in Section 6.2;

“Title Commitments” shall have the meaning set forth in Section 6.2 hereto;

“Title Company” shall mean _____ or such other title insurance company acceptable to Buyer;

“Title Policies” shall have the meaning set forth in Section 6.2 hereto;

“Transferred Employee” shall mean a Station Employee who becomes an employee of the Buyer as contemplated by Section 10.2;

“Trade Secrets” shall mean all trade secrets and other proprietary information of Seller relating to the Station;

“Trademarks” shall mean all of those trade names, trademarks, service marks, jingles, slogans, logos, Internet domain name registrations, trademark and service mark registrations and trademark and service mark applications owned, used, held for use, licensed by or leased by Seller relating to the Station as set forth on Schedule 1.12;

“Tradeout Agreement” shall mean any contract, agreement or commitment of Seller, oral or written, pursuant to which Seller has sold or traded commercial air time of the Station in consideration for any property or services in lieu of or in addition to cash, excluding film and program barter agreements;

1.2 Singular/Plural; Gender. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders.

ARTICLE II

PURCHASE AND SALE; ADJUSTMENTS

2.1 Purchase and Sale. At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, assume and otherwise accept conveyance and delivery of all of Seller's right, title and interest, legal and equitable, in and to the Purchased Assets. Notwithstanding any provision of this Agreement to the contrary, Seller shall not transfer, convey or assign to Buyer, but shall retain, all of its right, title, and interest in and to the Retained Assets.

2.2 Adjustments to Purchase Price.

(a) All prepaid revenue, prepaid expenses and accrued expenses (including, without limitation, any accrued vacation of any Transferred Employees) of the Station as of the end of the Closing Date shall, except as otherwise expressly provided herein, be adjusted and allocated between Seller and Buyer to reflect the principle that all revenue, income and expenses arising from the operation of the Station on or before the Closing Date shall be for the account of Seller, and all revenue and expenses arising from the operation of the Station from and after the Closing Date shall be for the account of Buyer.

(b) Any and all rebates which, under any agreements in effect on the Closing Date, may be payable after such date to any advertiser or other user of the Station's facilities, based in part on business, advertising or services prior to the Closing Date, shall be borne by Seller and Buyer ratably in proportion to revenues received or volume of business done by each during the applicable period. Any and all agency commissions which are subject to adjustment after the Closing based on revenue, volume of business done or services rendered in part before the Closing Date and in part on or after the Closing Date shall be borne by Seller and Buyer ratably in proportion to the revenue, volume of business done or services rendered, as the case may be, by each during the applicable period.

(c) In the event that the aggregate liability of the Station under Tradeout Agreements existing as of the Closing Date exceeds the value of any assets from Tradeout Agreements to be provided to the Station from and after the Closing Date by Ten Thousand Dollars (\$10,000), Buyer shall receive a credit in the Adjustment List in the amount by which such liability exceeds Ten Thousand Dollars (\$10,000). There shall be no adjustment in Seller's favor regardless of any imbalance in tradeout liability.

(d) To the extent not inconsistent with the express provisions of this Agreement, the allocation made pursuant to this Section 2.2 shall be made in accordance with generally accepted accounting principles.

(e) Net settlement of the adjustments contemplated under this Section 2.2 shall be made at the Closing, pursuant to a Closing Settlement Statement (the "Closing Settlement Statement") to be agreed upon and executed by the parties at the Closing, as far as feasible. For items not readily subject to ascertainment at the Closing, the following procedures shall apply. Buyer shall prepare and deliver to Seller within sixty (60) calendar days following the Closing Date, or such earlier or later date as shall be mutually agreed to by Seller and Buyer, an itemized list (the "Adjustment List") of all sums to be credited to or charged against the account of Buyer, with a brief explanation thereof. Such list shall show the net amount of the increase or decrease, as applicable, the Purchase Price (the "Adjustment Amount"). If the Adjustment Amount is a decrease to the Purchase Price, Seller shall promptly pay such amount to Buyer; if the Adjustment Amount is an increase to the Purchase Price, Buyer shall promptly pay such amount to Seller. Except as provided otherwise in Section 2.2(f), payment of the Adjustment Amount shall be made not later than twenty (20) calendar days following the delivery of the Adjustment List.

(f) Not later than twenty (20) calendar days following the delivery of the Adjustment List, Seller may furnish Buyer with written notification of any dispute concerning any items shown thereon or omitted therefrom together with a detailed explanation in support of Seller's position in respect thereof. Buyer and Seller shall consult to resolve any such dispute for a period of twenty (20)

calendar days following the notification thereof. In the event of any such dispute, that portion of the Adjustment Amount that is not in dispute shall be paid to the party entitled to receive the same on the day for payment provided in Section 2.2(e). If such twenty (20) day consultation period expires and the dispute has not been resolved, the matter shall be referred to an independent public accounting firm mutually agreed upon by Seller and Buyer (the "Accountants"), which shall resolve the dispute and shall render its decision (together with a brief explanation of the basis therefore) to Buyer and Seller not later than twenty (20) calendar days following submission of the dispute to it; provided however, if Buyer and Seller are unable to mutually agree upon an independent public accounting firm, then Buyer and Seller shall each choose an independent public accounting firm and those firms shall appoint a third independent public accounting firm to act as the Accountants. The disputed portion of the Adjustment Amount (the "Disputed Amount") shall be paid by the party required to pay the same within five (5) calendar days after the delivery of a copy of such decision to Seller and Buyer. The fees and expenses of the Accountants (the "Accountants Fees") shall be shared equally by Seller and Buyer.

(g) The Adjustment List (to the extent not disputed within the specified period by Seller), any mutually agreed written settlement of any such dispute concerning the Adjustment List and any determination of disputed items by the Accountants shall be final, conclusive and binding on the parties hereto absent manifest error.

2.3 Accounts Receivable. At the Closing on the Closing Date, Seller shall designate Buyer as Seller's agent solely for purposes of collecting the Accounts Receivable existing on the Closing Date as set forth herein. Seller will deliver to Buyer at Closing a detailed Schedule of Accounts Receivable existing as of a date no later than five (5) days prior to the Closing, which schedule will be updated to reflect the Accounts Receivable existing as of the Closing as soon as practicable thereafter. Buyer will use good faith efforts to collect on behalf of Seller such Accounts Receivable during the period beginning on the Closing Date and ending on the day which is one hundred twenty (120) days ("120th Day") after the Closing Date (the "Collection Period"), provided, however, Buyer will have no liability to Seller whatsoever (except to the extent it has failed to comply with the terms of this Section 2.4) for uncollected Accounts Receivable. On the 120th day, Buyer shall deliver to Seller a statement (the "Statement") showing cash proceeds of Accounts Receivable ("Collections") collected on behalf of Seller by Buyer during the Collection Period less any agency, salespersons' and sales representatives' commissions paid with respect to such Accounts Receivable. Within ten (10) days following the expiration of the Collection Period, Buyer shall deliver to Seller any remaining previously undelivered Collections together with all records of uncollected Accounts Receivable (provided that Buyer may retain copies of such records). In the collection of Accounts Receivable, all payments received from account debtors will be applied first to Accounts Receivable outstanding prior to the Closing Date,

in the order of their origination, unless the account debtor has specified the application thereof to Accounts Receivable arising after the Closing Date by virtue of a dispute, stated in writing, as to the validity and enforceability of an Account Receivable (in which case the payment will be applied to the undisputed balance). Buyer will deliver promptly to Seller a true copy of any notice of a dispute as to the validity or enforceability of an Account Receivable received from an account debtor. Buyer will not be required to initiate or maintain any lawsuit, engage a collection agent or take any other legal action for the collection of any Account Receivable. Buyer will not be entitled to settle any disputes concerning the Accounts Receivable without Seller's prior approval. In no event shall Buyer have any liability to pay to Seller any amounts in excess of those amounts actually collected by Buyer pursuant to the provisions of this Section 2.3. Seller shall be entitled upon reasonable prior written notice to Buyer to inspect the books and records of Buyer solely for the purpose of verifying the accuracy of Buyer's reports to Seller hereunder. Buyer's obligations hereunder shall terminate upon the expiration of the Collection Period and the payment of the Accounts Receivable collected pursuant to the terms of this Section 2.3, provided that Buyer shall pay over to Seller with reasonable promptness any Accounts Receivable paid to Buyer after expiration of the Collection Period.

2.4 Non-Assumption of Liabilities. Buyer does not and shall not assume or become obligated to pay any debt, obligation or liability of any kind or nature of Seller or the Station, whether or not incurred or accrued in connection with the operation of the Station, except the Assumed Liabilities or such other charges as are specifically allocated to Buyer elsewhere in this Agreement or for which an adjustment to the Purchase Price in favor of Buyer has been made pursuant to Section 2.2.

2.5 Taxes. All federal, state, local and other transfer, sales and use taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Purchased Assets as contemplated by this Agreement shall be divided equally between Buyer and Seller.

2.6 Risk of Loss. Subject to Section 10.1 hereof, the risk of all Events of Loss prior to the Closing shall be upon Seller and the risk of all Events of Loss at or subsequent to the Closing shall be upon Buyer.

2.7 Access of Seller. Seller and its authorized agents, officers and representatives, upon prior written request, shall have access to the appropriate records of Buyer in order to conduct such examination and investigation as Seller deems necessary to assure compliance with this Article II, and to permit Seller to comply with its tax reporting compliance requirements, provided that such examination and investigation shall be during the Station's normal business hours, shall not unreasonably interfere with the Station's operations and activities and shall not constitute Seller's exercising control over the Station under FCC rules, regulations or guidelines.

2.8 Allocation of Purchase Price. The Purchase Price shall be allocated among the various classes of property, assets and rights as set forth in Schedule 2.8, which is attached to this Agreement and will be updated no less than three days in advance of the Closing. Buyer and Seller shall be bound by the allocation for all purposes, including, without limitation, reporting and disclosure requirements of the Internal Revenue Service, and shall file returns and reports (including income tax returns) on the basis of such allocation. Pursuant to Section 1060 of the Internal Revenue Code of 1986, and any related Treasury Regulations issued thereunder, Buyer and Seller shall file IRS form 8594 and any necessary supplemental forms when due, consistent with such allocation. If a mutual agreement as to allocation cannot be reached for any reason, the matter shall be resolved by an independent certified public accountant experienced in broadcast matters and mutually acceptable to the Seller and Buyer, and the fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer. The decision of such accountant shall be conclusive and binding on the parties. In the event that the parties cannot agree on an independent certified public accountant, each of them shall name such an accountant and request those two accountants to mutually select an independent certified public account to resolve the dispute.

ARTICLE III

GOVERNMENTAL APPROVALS AND CONTROL OF STATION

3.1 FCC Consent. It is specifically understood and agreed by Buyer and Seller that the Closing shall be in all respects subject to the receipt of prior FCC Consent. Buyer and Seller shall prepare and file with the FCC as soon as practicable but in no event later than five (5) business days after the execution of this Agreement, the requisite application and other necessary instruments or documents requesting the FCC Consent. After the aforesaid applications and documents have been filed with the FCC, Buyer and Seller shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such application to obtain the FCC Consent. No party hereto shall take any action that such party knows or reasonably should know would adversely affect obtaining the FCC Consent, or adversely affect the FCC Consent becoming a Final Order. Seller and Buyer shall each pay one-half (1/2) of all FCC filing or transfer fees relating to the transactions contemplated hereunder.

3.2 Control Prior to Closing. Between the date hereof and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operations of the Station. Such operations, including complete control and supervision of all programs, employees, finances and policies, shall be the sole responsibility of Seller. Neither title nor right to

possession shall pass to Buyer until the Closing, but Buyer shall be entitled to inspection of the Station and the Purchased Assets (upon reasonable prior notice to Seller) during normal business hours with the purpose that an uninterrupted and efficient transfer of the assets and business of the Station may be accomplished. After the Closing, Seller shall have no right to control the Station; and no reversionary rights in the Station.

3.3 Other Governmental Approvals. Promptly following the execution of this Agreement, Buyer and Seller shall proceed to prepare and file with the appropriate governmental authorities any other requests for approval or waiver, if any, that are required from other governmental authorities in connection with the Closing, and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers. Buyer and Seller shall each pay one-half (1/2) of all fees required to be paid in connection with the approvals and waivers under this Section 3.3 which relate to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, which representations and warranties shall survive the Closing for a period of twelve (12) months (except with respect to the representations and warranties set forth in Sections 4.15, 4.22 and 4.23, which representations and warranties shall survive for the applicable statute of limitations) as follows:

4.1 Organization. Each of Catamount and License Sub is a limited liability company duly organized, validly existing and in good standing under the law of the State of Delaware and Catamount is qualified to do business as a foreign limited liability company in the State of Idaho. Each of Catamount and License Sub has all power and authority to own, lease, and operate its properties and to carry on its business in the places where such properties are now owned, leased or operated as such business is now conducted.

4.2 Authorizations; Enforceability. The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Seller and the consummation by Seller of the transactions contemplated hereby and thereby, are within the limited liability company power of Seller and have been duly authorized by all necessary limited liability company action by Seller. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller, the valid and binding obligations of Seller, enforceable against it in accordance with their

respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

4.3 Absence of Conflicting Agreements. Except as set forth on Schedule 4.3, neither the execution, delivery or performance of this Agreement by Seller nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time or both, or otherwise:

(a) conflict with, result in a breach of, or constitute a default under, the Certificate of Formation or Limited Liability Company Agreement of either Catamount our License Sub, or any federal, state or local law, statute, ordinance, rule or regulation applicable to Seller, or any court or administrative order or process, or any material contract, agreement, arrangement, commitment or plan to which a Seller is a party or by which Seller is bound and which relates to the ownership or operation of the Station or any of the Purchased Assets;

(b) Result in the creation of any Lien upon any of the Purchased Assets, except for Permitted Liens;

(c) terminate, amend or modify, or except as disclosed Schedule 4.3, give any party the right to terminate, amend, modify, abandon or refuse to perform any contract, agreement, arrangement, commitment or plan to which Seller is a party and which relates to the ownership or operation of the Station or any of the Purchased Assets;

(d) accelerate or modify, or other than with respect to any required consent disclosed on Schedule 4.3 give any party the right to accelerate or modify, the time within which, or the terms under which, any duties or obligations are to be performed, or any rights or benefits are to be received, under any contract, agreement, arrangement, commitment or material plan to which Seller is a party and which relates to the ownership or operation of the Station or any of the Purchased Assets;

(e) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or governmental or public agency or other authority other than the FCC Consent; or

(f) except as disclosed in this Agreement or the Schedules, require the consent of any Person under any agreement, arrangement or commitment of any nature to which Seller is a party or bound by or by which any of the Purchased Assets are bound or subject.

4.4 Purchased Assets. The Purchased Assets include all of the assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible, that are necessary for or used or useable in the conduct of the business of owning and operating the Station in the manner in which the Station has been and is now operated, with the exception of the Retained Assets. All inventories of supplies, tubes and spare parts necessary or held for use for the operation of the Station are at levels substantially consistent with past operations of the Station and in accordance with customary standards of good engineering practices in the television broadcasting industry.

4.5 Title to Purchased Assets; Liens and Encumbrances. Except as set forth on Schedule 4.5, Seller owns good and marketable title to or has valid leasehold interests in all of the Purchased Assets (other than the Real Property as to which the provisions of Section 4.9 apply) free and clear of any and all Liens except for Permitted Liens.

4.6 Condition of Equipment. Except as set forth on Schedule 4.6:

(a) each material item of Equipment is in good condition and repair, ordinary wear and tear excepted, and is not in need of imminent repair or replacement, and those items of Equipment constituting transmitting and studio equipment are operating in accordance with customary standards of good engineering practice in the television broadcasting industry;

(b) the Equipment includes all items of tangible personal property utilized by Seller in connection with owning and operating the Station; and

(c) the list of Equipment on Schedule 1.4 is a true and correct list of all items of tangible personal property having a book value in excess of One Hundred Dollars (\$100), used in the operation of the Station in the manner in which it has been and is now operated.

4.7 The Contracts. Except as set forth on Schedule 4.7:

(a) the Contracts described on Schedule 1.2 constitute all of the agreements (other than the Leases) relating to properties, undertakings or commitments to or from third parties in the conduct of the business and operation of the Station, other than (i) each Contract (other than Tradeout Agreements) for the sale of time on the Station that involves the purchase of less than Five Thousand Dollars (\$5,000) in advertising time and requires performance over a period of less than sixty (60) days, (ii) Contracts which are cancelable by Seller or its assignee without breach or penalty on not more than thirty (30) days' notice and which involve average annual payments or receipts by the Station of less than Five Thousand Dollars (\$5,000) in the case of any single contract and Twenty-Five Thousand Dollars (\$25,000) in the aggregate;

(b) Seller has performed each material term, covenant and condition of each of the Contracts required to be listed on Schedule 1.2 and no material default on the part of Seller, and to the Knowledge of Seller, no material default by any other party thereto exists under any of the Contracts required to be listed on Schedule 1.2;

(c) no event has occurred under any of the Contracts required to be listed on Schedule 1.2, which would constitute a material default thereunder on the part of Seller and, to the Knowledge of Seller, any other party thereto but for the requirement that notice be given or time elapse or both;

(d) as of the date hereof, each of the Contracts listed on Schedule 1.2 is, and except with respect to any Contracts which, by their terms, expire prior to the Closing, as of the Closing Date will be, in full force and effect, unimpaired by any acts or omissions of Seller, and constitutes the legal and binding obligation of, and is legally enforceable against Seller, and to the Knowledge of Seller, against each other party thereto in accordance with its terms;

(e) Seller has furnished true and complete copies of all Contracts listed on Schedule 1.2, including all amendments, modifications and supplements thereto, and Schedule 1.2 contains, in addition to copies of all Contracts, summaries of the material terms of all oral contracts;

(f) Schedule 1.2 sets forth an accurate and complete list and description of all Tradeout Agreements and sets forth for each Tradeout Agreement the parties thereto, the value of broadcast time required to be provided on the Station from and after the date shown on such Schedule and the value of goods and services to be provided to the Station from and after such date; and

(g) Seller's right, title and interest in and to each of the Contracts required to be listed on Schedule 1.2 is fully assignable to Buyer without the consent, approval or waiver of any other Person.

For purposes of this Section 4.7 only, the term "material default" shall mean any default which would allow the other party to a Contract to terminate such Contract or accelerate any material outstanding amounts due under such Contract.

4.8 Intangible Property. Except as set forth on Schedule 4.8:

(a) there are no claims, demands or proceedings instituted, pending or, to the Knowledge of Seller, threatened by any third party pertaining to or challenging Seller's right to use any of the Intangible Property;

(b) there are no facts which would render any of the Intangible Property invalid or unenforceable;

(c) to the Knowledge of Seller, there is no trademark, trade name, patent or copyright owned by a third party that the Seller is using without license to do so (which licenses, if any, constitute part of the Contracts);

(d) there are no royalty agreements between Seller and any third party relating to any of the Intangible Property;

(e) the Intangible Property constitutes all Copyrights, Trademarks, Trade Secrets and rights in and to call letters and other intangible and intellectual property necessary for or used in the operation of the Station (other than Copyrights and Trademarks with respect to television programming licensed to the Station); and

(f) all Copyrights and Trademarks are described, listed or set forth on Schedules 1.3 and 1.13, respectively, all of which are transferable to Buyer by the sole act of Seller.

4.9 Real Property. Except as disclosed on Schedule 4.9:

(a) Seller has good, marketable and insurable title in the Real Property, and the Real Property includes all real property necessary for or used or usable in the operation of the Station. Attached to Schedule 4.9 are all policies of title insurance currently existing in favor of Seller with respect to the Real Property. Except for Permitted Liens and as set forth on Schedule 4.9, there are no Liens, restrictions or encumbrances to title to any portion of the Real Property. The Seller has not subjected the Real Property to any easements, rights, duties, obligations, covenants, conditions, restrictions, limitations or agreements not of record, except for Permitted Liens.

(b) Seller has not received notice of any pending condemnation or similar proceeding affecting any of the Real Property or any portion thereof, and to the Knowledge of Seller, no such action is presently contemplated or threatened.

(c) Seller has not received any written notice from any insurance company or other source of any defects or inadequacies in the Real Property or any part thereof which would adversely affect the insurability of the Real Property or the premiums for the insurance thereof. Seller has not received any notice from any insurance company which has issued or refused to issue a policy with respect to any portion of the Real Property or by any board of fire underwriters (or other body exercising similar functions) requesting the performance of any repairs, alterations or other work with which compliance has not been made.

(d) There are no parties in possession of any portion of the Real Property other than Seller, whether as lessees, tenants at will, trespassers or otherwise.

(e) The Real Property and the present use thereof does not violate any zoning, building, land-use or other federal, state or municipal law, ordinance, regulation or restriction applicable to the Real Property. The current use of the Real Property and all parts thereof as aforesaid does not violate any restrictive covenants affecting the Real Property.

(f) There is no law, ordinance, order, regulation or requirement now in existence, including, without limitation, any Environmental Law which would require any expenditure to modify or improve any of the Real Property in order to bring it into substantial compliance therewith.

(g) The Real Property has adequate access to and from completed, dedicated and accepted public roads, and there is no pending or, to the Knowledge of Seller, threatened governmental proceeding which would impair or curtail such access.

(h) There are presently in existence water, sewer, gas and/or electrical lines or private systems on the Real Property which have been completed, installed and paid for and which are sufficient to service adequately the current operations of each building or other facility located on the Real Property, and all guy wires, anchors and similar appurtenances are located on the Real Property.

(i) There are no structural, electrical, mechanical, plumbing, air conditioning, heating or other defects in the buildings located on the Real Property and the roofs of the buildings located on the Real Property are free from leaks and in good condition.

4.10 The Leases. Except as set forth on Schedule 4.10:

(a) The Leases described on Schedule 1.5 constitute all of the Leases between Seller and third parties relating to the operation of the Station or the Purchased Assets;

(b) Seller has performed each material term, covenant and condition of each of the Leases listed on Schedule 1.5 which is to be performed by Seller at or before the date hereof, and no material default on the part of the Seller and, to the Knowledge of Seller, on the part of any other party thereto, exists under any Lease;

(c) no event has occurred under any of the Leases which would constitute a material default thereunder on the part of the Seller and, to the

Knowledge of Seller, on the part of any other party thereto but for the requirement that notice be given or time elapse or both;

(d) each of the Leases is in full force and effect, unimpaired by any acts or omissions of Seller, and constitutes the legal and binding obligation of Seller and, to the Knowledge of Seller, of any other party thereto in accordance with its terms;

(e) Seller has furnished true and complete copies of the Leases to Buyer, including any and all amendments thereto;

(f) there are no leasing commissions or similar payments due, arising out of, resulting from or with respect to any Lease which is owed by Seller;

(g) Seller's right, title and interest in and to each of the Leases is fully assignable to Buyer without the consent waiver or approval of any Person; and

(h) each of Seller's Financing Leases is listed and identified as such on Schedule 4.10.

For purposes of this Section 4.10 only, the term "material default" shall mean any default which would allow the other party to a Lease to terminate such Lease or accelerate any material outstanding amounts due under such Lease.

4.11 Financial Statements.

(a) Attached as Schedule 4.11 are true and complete copies of (i) the unaudited annual financial statements, including the annual balance sheet and annual statement of profit and loss, of the Seller, as at December 31, 2001; and (ii) the unaudited annual financial statements, including the annual balance sheet and annual statement of profit and loss, of the Seller as at December 31, 2002, the unaudited monthly statements of profit and loss for the fiscal year then ended and portions of the audited consolidated financial statements of Seller and its affiliates related to the operation of the Station for the fiscal year then ended. The Financial Statements are in accordance with the books and records of Seller and the Station, have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with preceding years and present fairly in all material respects the financial condition of Seller and the Station as at the date indicated and the results of its operations for the period then ended, provided that such Financial Statements do not contain footnotes and lack other presentation items required under generally accepted accounting principles.

(b) Attached as Schedule 4.11(b) are true and complete copies of

the unaudited annual financial statements, including the annual balance sheet and annual statement of profit and loss, of the Seller as at December 31, 2003, and the unaudited monthly statements of profit and loss for the fiscal year then ended. The Interim Financial Statements are in accordance with the books and records of the Seller and the Station, have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with the Financial Statements, and present fairly in all material respects the financial condition of the Station as at the date indicated and the results of its operations and changes in financial position for the year then ended, subject, however, to year-end adjustments which, in the aggregate, will not be materially adverse, and provided that such Interim Financial Statements do not contain footnotes and lack other presentation items required under generally accepted accounting principles. Seller will provide Buyer with the audited annual financial statements, including the annual balance sheet and annual statement of profit and loss, of the Seller as at December 31, 2003, together with a report thereon of Hooper & Cornell, PLLC, certified public accountants, within fifteen (15) days of their preparation.

4.12 No Changes. Except as set forth on Schedule 4.12, since December 31, 2003, there has not been any:

- (a) transaction by Seller with respect to the Station except in the ordinary course of business consistent with past practices conducted as of that date;
- (b) material adverse change in the financial condition, liabilities, assets or results of operation of the Station;
- (c) default under any indebtedness of Seller, or any event which with the lapse of time or the giving of notice, or both, would constitute such a default;
- (d) amendment or termination of any Contract, Lease, or License to which Seller or License Sub is a party, except in the ordinary course of business;
- (e) increase in compensation paid, payable or to become payable by Seller to any of its employees at the Station, except normal increases consistent with past practices;
- (f) extraordinary losses (whether or not covered by insurance) or waiver by Seller of any extraordinary rights of value;
- (g) commitment to or liability to any labor organization which represents, or proposes to represent, employees of the Station;

(h) lowering of the advertising rates of the Station in a manner not consistent with past practices or reflective of current market conditions;

(i) notice from any sponsor or any customer as to such sponsor's or customer's intention not to conduct business with the Station, the result of which loss or losses of business, individually or in the aggregate, has had, or could reasonably be expected to have, a material adverse effect on the Station;

(j) change of the cable channel position of the Station which (i) changes its channel position, and (ii) separates the Station from the other local over-the-air network affiliated stations on any cable system with more than 1,000 subscribers on which the Station is carried;

(k) written notification to Seller or the Station since January 1, 2004 that the Station may not be entitled to must carry rights under the Cable Act either because it fails to meet the requisite signal strength for such status or would be considered a distant signal under the cable compulsory copyright license, 17 U.S.C. § 111;

(l) change in the Station's accounting principles not required under generally accepted accounting principles;

(m) other event or condition of any character, that has or might reasonably have a material adverse effect on Seller's or the Station's financial condition, business or Purchased Assets;

(n) a sale, assignment, lease or other transfer or disposition of any of the assets or properties of the Station except in the ordinary course of business or in connection with the acquisition of similar property or assets in the ordinary course of business; or

(o) agreement by Seller to do any of the foregoing.

4.13 Undisclosed Liabilities. Seller has no debt, liability or obligation of any kind with respect to the Station, whether accrued, absolute, contingent or otherwise, including, without limitation, any liability or obligation on account of taxes or any governmental charges or penalty, interest or fines, except: (i) those liabilities reflected in the Financial Statements and Interim Financial Statements; (ii) liabilities disclosed on Schedule 4.13, including any contingent liabilities; (iii) liabilities incurred in the ordinary course of business (other than contingent liabilities) since December 31, 2003; (iv) liabilities incurred in connection with the transactions provided for in this Agreement; and (v) liabilities which will be fully and completely satisfied prior to the Closing.

4.14 No Litigation; Labor Disputes; Compliance with Laws. Except as set forth on Schedule 4.14:

(a) There is no decree, judgment, order, litigation at law or in equity, arbitration proceeding or proceeding before or by any commission, agency or other administrative or regulatory body or authority pending or, to the Knowledge of Seller, threatened, to which Seller is a party or to which Seller or any of the Purchased Assets are subject, except for proceedings generally applicable to the television industry. There is no investigation by any commission, agency or other administrative or regulatory body or authority pending or, to the Knowledge of Seller, threatened, which is specifically concerned with the operations, business or affairs of Seller, the Station or the Purchased Assets;

(b) Neither Seller nor any of the Station Employees is subject to or bound by any labor agreement or collective bargaining agreement, there is no labor dispute, grievance, controversy, strike or request for union representation pending, or to the Knowledge of Seller, threatened against Seller relating to or affecting the business or operations of the Station and, to the Knowledge of Seller, there has been no occurrence of any events which would give rise to any such labor dispute, controversy, strike or request for representation; and

(c) Seller owns and operates, and has owned and operated, its properties and assets, and carries on and conducts, and has carried on and conducted, the business and affairs of the Station in substantial compliance with all federal, state and local laws, statutes, ordinances, rules and regulations, and all court or administrative orders or processes, including but not limited to FCC, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, National Labor Relations Board and Environmental Protection Agency. The Station complies in all material respects with all applicable statutes, rules and regulations pertaining to equal employment opportunity, including, without limitation, those of the EEOC and FCC.

4.15 Taxes. Except as disclosed on Schedule 4.15:

(a) Seller has filed all federal, state and local tax returns, reports and estimates for all years and periods (and portions thereof) for which any such returns, reports and estimates were due (taking into account any extensions), and any and all amounts shown on such returns and reports to be due and payable have been paid in full except as may be contested in good faith. All of such returns, reports and estimates are true and complete in all material respects. Seller has withheld all tax required to be withheld under applicable law and regulations, and such withholdings have either been paid to the proper governmental agency or set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of Seller, as the case may be; and

(b) there are, and after the date of this Agreement will be, no tax deficiencies (including penalties and interest) of any kind assessed against or

relating to Seller with respect to any taxable periods ending on or before, or including, the Closing Date of a character or nature that would result in Liens or claims on any of the Purchased Assets or on Buyer's title or use of the Purchased Assets or that would result in any claim against Buyer.

4.16 Governmental Authorizations.

(a) License Sub holds, and on the Closing Date License Sub will hold, all valid Licenses and permits from the FCC to operate the Station, with the power disclosed, if applicable on Schedule 4.16. Schedule 4.16 includes a true and complete list of the Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including amendments and other modifications thereto). The Licenses have been validly issued, and License Sub is the authorized legal holder thereof. Except as set forth on Schedule 4.16 and except for proceedings of general applicability to the television industry as a whole, no qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations of a material nature other than the Licenses and those as set forth on Schedule 4.16 are required for Seller to own and operate the Station in the manner operated on the date hereof, and none of the Licenses is subject to any restriction or condition that would limit adversely the operation of the Station as now operated. The Licenses are in full force and effect, and the conduct of the business and operations of the Station is substantially in accordance therewith. Except as set forth on Schedule 4.16, Seller has no reason to believe that any of the Licenses would not be renewed for a full term with no materially adverse conditions by the FCC or other granting authority in the ordinary course. Seller maintains appropriate public inspection files for the Station in accordance with FCC rules. No action or proceeding is pending or, to the Knowledge of Seller, threatened, before the FCC or any other governmental body to revoke, refuse to renew or modify such Licenses or other authorizations of the Station, and no event has occurred which permits, or after notice or lapse of time or both would permit, the revocation, cancellation or rescission of any of the Licenses. Except as set forth on Schedule 4.16 there are no petitions, complaints, mutually exclusive applications or proceedings of any kind pending or, to the Knowledge of Seller, threatened, before the FCC or other authority which might materially adversely affect the Station's or the Seller's ability to assign the Purchased Assets to Buyer. Except as set forth on Schedule 4.16, there is not now issued or outstanding, or to the Knowledge of Seller, pending or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint against Seller with respect to the Station. Except as set forth on Schedule 4.16, the Station has complied in all material respects with the FCC's rules, regulations, and policies concerning limits on the duration of advertising in children's programming, and has fulfilled its obligations with respect to children's programming responsive to the educational and informational needs of children and the record keeping obligations related thereto.

(b) Schedule 1.2 includes a true and complete list of all agreements with operators of cable television systems pursuant to which Seller has granted to such operators the right to retransmit the Station's signal (the "Retransmission Agreements"). Except with respect to cable television systems that are parties to the Retransmission Agreements, Seller made a valid and timely election of must carry with respect to each cable system having at least 1,000 subscribers located within the Station's Designated Market Area (as defined in Section 76.55(e)(2) of the Commission's rules). Except as set forth on Schedule 4.16, no cable system has notified Seller of any signal quality deficiency or copyright indemnity or other prerequisite to cable carriage of the Station's signal, and no cable system has declined or threatened to decline such carriage or failed to respond to a request for carriage or sought any form of relief from carriage from the FCC.

4.17 Compliance with FCC Requirements. Except as set forth on Schedule 4.17 the Station and its physical facilities, electrical and mechanical systems and transmitting and studio equipment are being and have been operated in all material respects in accordance with the specifications of the applicable Licenses and with each document submitted in support of such Licenses, and the Seller and the Station are in compliance in all material respects with all requirements, rules and regulations of the FCC. Seller has complied in all material respects with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of the Station's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required. Except as set forth on Schedule 4.17, all obligations, reports and other filings required by the FCC with respect to the Station, including without limitation items required to be placed in the Station's public inspection file, have in all material respects been duly and timely filed, and are accurate in all material respects. After the Closing Date, Seller shall finish to Buyer all information required by the FCC after the Closing relating to the operation of the Station prior to the Closing Date.

4.18 Insurance. Seller has in full force and effect the liability, casualty and errors and omissions insurance insuring the business, properties and assets of the Station as described on Schedule 4.18 and such insurance is for such coverage and in such amounts as is usual and customary for businesses similar to that of the Seller. Seller is not in default with respect to such insurance policies, nor has Seller failed to give any notice or present any claim under any policies in due and timely fashion.

4.19 Brokers. Other than any brokerage fee due to Media Venture Partners, which will be paid by Seller, neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Seller as broker, finder, investment baker, financial advisor or in any similar capacity.

4.20 Power of Attorney. Except as set forth on Schedule 4.20, there are no Persons holding a power of attorney on behalf of Seller which would enable such Persons to sell the Purchased Assets.

4.21 Employees. Schedule 4.21 is a true and complete list of all employees of the Station, which list identifies the name and position of such employees, and the following compensation information for fiscal years 2002 and 2003: (i) annual base salary, (ii) annual bonus, (iii) commissions, (iv) perquisites, (v) severance, and (vi) all other items of compensation. Except as set forth on Schedule 4.21 hereto, there are no collective bargaining agreements, employment agreements, consulting agreements or independent contractor agreements or other professional service agreements to which Seller is a party and which are not terminable at will relating to the Station or the business and operations thereof. The consummation of the transactions contemplated under this Agreement will not cause Buyer to incur or suffer any liability relating to, or obligation to pay, severance, termination, or other payments to any Person or entity, except as may be required by applicable law for terminated employees.

4.22 Employee Benefit Plans. Except as set forth on Schedule 4.22:

(a) Seller has not at any time maintained or been a party to or made contributions to any Station Employee Benefit Plan. All Station Employee Benefit Plans maintained by Seller or to which Seller is obligated to contribute, are, and have in the past been, in all material respects maintained, funded and administered in compliance with ERISA and the Code, and other applicable law; no Plan subject to Title IV of ERISA has been terminated; no proceedings to terminate any Plan have been instituted under Subtitle C of Title IV of ERISA; no reportable event within the meaning of Section 4043 of Subtitle C of ERISA has occurred for any Plan maintained by Seller; Seller has not withdrawn from a multi-employer plan (as defined in Section 4001(a) of ERISA); the consummation of the transactions contemplated hereby will not result in any withdrawal liability on the part of Seller under a multi-employer plan; no Plan or Benefit Arrangement established or maintained by Seller or to which Seller is obligated to contribute has any "accumulated funding deficiency," as defined in ERISA; and Seller has not incurred any liability to the Pension Benefit Guaranty Corporation with respect to any Plan. Seller and, to the knowledge of Seller, any plan fiduciary, have not engaged in any "prohibited transaction", as defined in Section 406 of ERISA, or in Section 4975 of the Code with respect to any Plan of Seller.

(b) Seller has (i) filed or caused to be filed all returns and reports on any Plans that Seller is required to file and (ii) paid or made adequate provision for all fees, interest, penalties, assessments or deficiencies that have become due pursuant to those returns or reports or pursuant to any assessment or adjustment that has been made relating to those returns or reports. All other fees, interest, penalties and assessments that are payable by or for Seller with

respect to the Plans have been timely reported, fully paid and discharged. There are no unpaid fees, penalties, interest or assessments due from Seller or from any other Person with respect to any Plans that are or could become a Lien on any Purchased Asset or could otherwise adversely affect the Station or Purchased Assets. Seller has collected or withheld all amounts that are required to be collected or withheld by it to discharge its obligations with respect to the Plans, and all of those amounts have been paid to the appropriate governmental authority or set aside in appropriate accounts for payment when due. Seller has furnished to Buyer true and complete copies of all documents setting forth the terms and funding of each Plan.

4.23 Environmental Compliance. Except as set forth on Schedule 4.23:

(a) To the Knowledge of Seller, Seller has complied and is in compliance with, and the Real Property and all improvements thereon are in compliance with, all Environmental Laws;

(b) Seller is not a party to any litigation or administrative proceeding or, to the Knowledge of Seller, is any litigation or administrative proceeding threatened against it, which in either case (i) asserts or alleges that Seller violated any Environmental Laws with respect to the Real Property, (ii) asserts or alleges that Seller is required to clean up, remove or take remedial or other response action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials at the Real Property or (iii) asserts or alleges that Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials by Seller at the Real Property;

(c) With respect to the period during which Seller owned or occupied the Real Property, and, to the Knowledge of Seller, with respect to the time before Seller owned or occupied any Real Property, no person has caused or permitted Hazardous Materials to be stored, deposited, treated, recycled or disposed of on, under or at any Real Property which Hazardous Materials, if known to be present, would require cleanup, removal or some other remedial action under any Environmental Laws;

(d) There are not now, nor to the Knowledge of Seller have there previously been, tanks or other facilities on, under, or at the Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws;

(e) There are no conditions existing currently at the Real Property which would subject Seller to damages, penalties, injunctive relief or cleanup

costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws by Seller;

(f) Seller has not received any written notice that it is subject, as a result of its interest in the Real Property, to any judgment, order or citation related to or arising out of any Environmental Laws and, to the Knowledge of Seller, has not been named or listed as a potentially responsible party by any governmental body or agency in a matter related to or arising out of any Environmental Laws;

(g) The operation of the Station does not exceed the permissible levels of exposure to RF radiation specified in the Communications Act; and

(h) Seller has been duly issued, and currently has and will maintain through the Closing Date, all permits, licenses, certificates and approvals required under any Environmental Law. A true and complete list of such permits, licenses, certificates and approvals, all of which are valid and in full force and effect, is set out in Schedule 4.23. Except in accordance with such permits, licenses, certificates and approvals, there has been no discharge of any Hazardous Materials or any other material regulated by such permits, licenses, certificates or approvals.

4.24 Network Affiliation Agreement. The Network Affiliation Agreement is in full force and effect, and Seller has not received any written or verbal notice of any type of the network's intention to terminate or fail to renew the Network Affiliation Agreement or that it is considering such possible termination or failure to renew.

4.25 Representations and Warranties as of the Closing Date. Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of such time.

4.26 Disclosure. No statement of fact by Seller contained in this Agreement and no written statement of fact furnished or to be furnished by Seller to Buyer pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller (which representations and warranties shall survive the Closing for a period of twelve (12) months) as follows:

5.1 Organization. Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, and on the Closing Date the Buyer will be duly qualified to do business as a foreign organization in the jurisdiction in which the Station is located. Buyer has full power to purchase the Purchased Assets and perform its obligations pursuant to this Agreement.

5.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby, are within the power of Buyer and have been duly authorized by all necessary action by the Buyer. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Buyer, the valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or right of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

5.3 Absence of Conflicting Agreements. Except as set forth on Schedule 5.3, neither the execution, delivery or performance of this Agreement by Buyer nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time, or both, or otherwise:

(a) conflict with, result in a breach of, or constitute a default under, the Certificate of Formation or partnership agreement of Buyer, or any federal, state or local law, statute, ordinance, rule or regulations applicable to Buyer, or any court or administrative order or process, or any contract, agreement, arrangement, commitment or plan to which any of the Buyer is a party or by which the Buyer or its assets is bound;

(b) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or governmental or public agency other than the FCC Consent; or

(c) require the consent of any person under any agreement, arrangement or commitment of any nature to which any Buyer is a party or is bound by.

5.4 Brokers. Other than the brokerage fee due to Media Venture Partners in connection with this Agreement, which shall be paid by Seller, neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Buyer as broker, finder, investment banker, financial advisor or in any similar capacity.

5.5 Buyer's FCC Qualifications. Buyer is qualified legally, financially and otherwise to obtain and hold all of the Licenses, and Buyer knows of no reason why the FCC would not grant its consent to the assignment of the Licenses to Buyer. Except as set forth in Schedule 5.5 and except for proceedings of general applicability to the television industry, Buyer knows of no fact that would, under the Communications Act or the laws, rules, regulations and policies of the FCC (i) disqualify Buyer as assignee of the Station's Licenses or as an owner or operator of the Station; (ii) cause the FCC to fail to issue in a timely fashion the FCC Consent; or (iii) cause the filing of any objection to the application for the FCC Consent.

5.6 Representations and Warranties. Buyer's representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as though such representations and warranties were made on and as of such time.

5.7 Disclosure. No statement of fact by Buyer contained in this Agreement and no written statement of fact furnished or to be furnished by Buyer to Seller pursuant to or in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

5.8 Absence of Litigation. There is no decree, judgment, order, litigation at law or in equity, arbitration proceeding or proceeding before or by any commission, agency or other administrative or regulatory body or authority pending or, to the Knowledge of Buyer, threatened, to which Buyer is a party and that could materially and adversely affect Buyer's ability to purchase the Purchased Assets under this Agreement or any other agreement required pursuant hereto or thereto.

ARTICLE VI

CERTAIN MATTERS PENDING THE CLOSING

From and after the date of this Agreement and until the Closing:

6.1 Access. Buyer and its authorized agents, officers and representatives shall have access upon reasonable prior notice to the Station, the business of the Station and the Purchased Assets to conduct such examination and investigation of the Station, the business of Seller and the Purchased Assets as it deems necessary, provided that such examinations shall be during the Station's normal business hours, shall not unreasonably interfere with the Station's operations and activities and shall not be in violation of Section 3.2 hereof concerning "control".

6.2 Reports. Buyer will use its best efforts so that as soon as practicable, but in no event later than sixty (60) days after the date hereof with respect to the items set forth in Section 6.2(a), 6.2(b), and 6.2(d), and with respect to the items set forth in Section 6.2(c) within ten (10) days prior to the Closing, Buyer shall secure:

(a) With respect to the Real Property, preliminary reports on title covering a date subsequent to the date hereof, issued by the Title Company, which preliminary reports shall contain a commitment (the "Title Commitments") of the Title Company to issue an owner's title insurance policy on ALTA Owners or Leasehold Policy (the "Title Policy") insuring the fee simple or leasehold interest of Seller in such parcels of Real Property. The Title Commitment shall be in the amount set forth on Schedule 6.1 and shall be subject only to Permitted Liens and such other Liens that will be released at Closing. All standard exceptions are to be deleted from the policies.

(b) Surveys of the Real Property (the "Surveys") as of a date subsequent to the date hereof which shall reflect (i) no material encroachments upon such parcel or adjoining parcels by buildings, structures or improvements which could reasonably prevent the use of the parcel of Real Property for the purpose for which it is currently used; and (ii) access to such parcel from a public street or other reasonable means of access.

(c) Phase I Reports ("Phase I Reports") concerning the Real Property from an environmental engineering firm acceptable to Buyer which shall confirm, in a manner reasonably satisfactory to Buyer, the non-existence of any Hazardous Materials on any of the Real Property in violation of Environmental Laws.

(d) With regard to the Purchased Assets other than the Real Property, reports (the "Lien Search Reports") in form and substance satisfactory to Buyer to the effect that (i) none of the Purchased Assets is subject to any record Lien, except Permitted Liens; and (ii) there are no then effective financing statements pertaining to any of the Purchased Assets except for financing statements that will be terminated and released at or before the Closing;

(e) The expense incurred related to Section 6.2(b) shall be paid by Seller, and the expense incurred related to Sections 6.2(a), 6.2(c) and 6.2(d) shall be paid by Buyer.

6.3 Notice of Adverse Changes. After the date hereof and prior to the Closing Date, Seller shall give Buyer prompt written notice of the occurrence of any of the following:

(a) an Event of Loss involving more than Ten Thousand Dollars (\$10,000);

(b) the commencement of any proceeding or litigation at law or in equity or before the FCC or any other commission, agency or administrative or regulatory body or authority which involves any of the Licenses or which could reasonably be expected to have a material adverse effect on the Station or the Purchased Assets, other than proceedings or litigation of general applicability to the television broadcasting industry;

(c) any labor grievance, controversy, strike, or dispute affecting the business or operation of the Station;

(d) any violation by Seller or the Station of any federal, state or local law, statute, ordinance, rule or regulation which may reasonably be expected to have a material adverse effect on the business or operations of the Station;

(e) any notice of breach, default, claimed default or termination of any Contract or Lease; or

(f) any other material adverse developments with respect to the business or operations of the Station, including without limitation the cessation of broadcasting by the Station (or broadcasting at less than its normal level of power) for more than twenty-four (24) consecutive hours.

6.4 Operations Pending Closing. Subject to the provisions of Section 3.2 regarding control of the Station, after the date hereof and prior to the Closing, Seller shall:

(a) operate the Station in the ordinary course of business in accordance with past practices;

(b) operate the Station in accordance with applicable FCC requirements, rules and regulations;

(c) maintain the Equipment in good operating condition, wear and tear and ordinary usage excepted, and replace any of the Equipment which shall be worn out, lost, stolen or destroyed in the ordinary course of business;

(d) not sell, lease, mortgage, pledge or otherwise dispose of any of the Purchased Assets except for transactions in the ordinary and regular course of the operation of the Station;

(e) not increase or otherwise change the rate or nature of the compensation (including wages, salaries and bonuses) which is paid or payable to any Person, except in the ordinary course of business in accordance with past practices or pursuant to existing compensation and fringe benefit plans, practices and arrangements which have been disclosed to Buyer, and not enter into, renew or allow the renewal of, any employment or consulting agreement or other contract or arrangement with respect to the performance of personal services;

(f) except with the Buyer's prior written consent, which shall not be unreasonably withheld, not enter into, or become obligated under, any agreement or commitment with a total value in excess of Five Thousand Dollars (\$5,000) individually, and Fifty Thousand Dollars (\$50,000) in the aggregate, on behalf of the Station, including any Program Rights agreement, except for commitments for advertising time on the Station consistent with past practices, entered into in the ordinary course of the operation of its business, or change, amend, terminate or otherwise modify any Contract, Lease, material agreement or material commitment in any material respect except for those which terminate or expire by their own terms, and except for changes in programming broadcast by the Station or other changes in the Station's programming policies as in the good faith judgment of the Seller are required by the public interest and the needs of the Station; provided, however, that Seller will not enter into any agreements with affiliates of Seller without Buyer's prior written consent;

(g) keep Buyer apprised of material developments in negotiations for Program Rights agreements and promptly provide Buyer with copies of all Program Rights agreements entered into by Seller;

(h) maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Station;

(i) not enter into any Tradeout Agreements relating to the Station which create obligations or liabilities of Seller extending to or beyond the Closing Date without the prior written consent of Buyer;

(j) proceed with all reasonable diligence to satisfy its obligations pursuant to Tradeout Agreements in the ordinary course of business of the Station;

(k) utilize the Program Rights of the Station only in the ordinary course of business and not sell or otherwise dispose of any such Program Rights except in the ordinary course of business; and make all payments on Program Rights and agreements on a current basis;

(l) take all appropriate, reasonable action to protect the present service areas of the Station from increased electrical interference from other broadcast Stations, existing or proposed, and exercise best efforts to maintain carriage, if any, of the Station's signal on all cable systems;

(m) not adopt, or commit to adopt, any Plan, Benefit Arrangement or other pension, profit sharing, deferred compensation or similar plan, program or trust on behalf of personnel of the Station, other than the Station Employee Benefit Plans or any other such plan, program or trust currently maintained by Seller, or modify the existing Station Employee Benefit Plans;

(n) promptly notify Buyer of any attempt or actual collective bargaining organizing activity with respect to any employees of the Station, and not enter into any collective bargaining agreement or other similar union labor agreement applicable to any employees of the Station or otherwise recognize any union as the bargaining representative of any such employees unless required by law to do so;

(o) follow Seller's usual and customary policy with respect to extending credit for sales of broadcast time on the Station and with respect to collecting Accounts Receivable arising from such extension of credit;

(p) make reasonable commercial efforts to promote and advertise the Station and make expenditures therefor, consistent with past practices;

(q) promptly provide Buyer with copies of all correspondence with cable systems concerning must carry status, retransmission consent and other matters arising under the Cable Act, and keep Buyer advised of the status of material developments in all negotiations with cable systems concerning such matters; and

(r) not take or agree to take any action inconsistent with consummation of the Closing as contemplated by this Agreement.

6.5 Financial and FCC Reports. Within thirty (30) days after the end of each month, commencing with the month ending January 31, 2004, Seller will furnish Buyer with a copy of Seller's monthly unaudited financial reports for the Station (including monthly statements of profit and loss) for each such month and the fiscal year to the end of such month) and will furnish to Buyer within ten (10) days after filing all reports filed with the FCC with respect to the Station after the

date hereof. All of the foregoing financial statements shall comply with the requirements concerning financial statements set forth in Section 4.11b. In addition, Seller will furnish Buyer with copies of regular management reports, if any, concerning the operation of the Station within ten (10) days after such reports are prepared.

6.6 Consents. Seller will, at its sole expense, use its good faith best efforts to obtain, in a form reasonably satisfactory to Buyer, all consents required from third Persons, whose consent or approval is required pursuant to any Contract or Lease, prior to the Closing Date. Buyer shall cooperate with Seller in obtaining such consents, which cooperation shall include, without limitation, signing and delivering consent forms and assumption agreements, which may be provided by third parties to such Contracts and Leases. In the event that Seller is unable to obtain a necessary consent from a third party for a contract to provide syndicated programming by the Closing Date ("Consent-Pending Syndicated Programming Contract"), Seller shall so advise Buyer, and Buyer shall continue to receive the benefits of and perform on and after the Closing Date such Consent-Pending Syndicated Programming Contract. Subject to the terms of this Section 6.5 (and only so long as Buyer is receiving the benefit of the Consent-Pending Syndicated Programming Contract), Buyer will be responsible for and will timely perform the financial obligations under such Consent-Pending Syndicated Programming Contract to the extent arising on and after the Closing Date. Buyer and Seller shall cooperate with one another to provide to Buyer the benefits of such Consent-Pending Syndicated Programming Contract until the receipt, if any, of the necessary third-party consent, and Buyer shall perform the obligations of the Seller under such Consent-Pending Syndicated Programming Contract. Anything to the contrary in this Agreement notwithstanding, Seller shall not be required to pay any fees or provide or deliver any other consideration to any such Person in order to obtain such consent or approval.

6.7 Cooperation. Buyer and Seller will cooperate in all respects in connection with: (a) securing any nongovernmental approvals, consents and waivers of third parties referenced in Section 6.6 or consents of third parties necessary for the transfer of the Purchased Assets from Seller to Buyer; and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority, required by law in connection with the transfer of the Purchased Assets from Seller to Buyer.

6.8 Tax Returns and Payments.

(a) All tax returns, estimates and reports required to be filed by Seller prior to the Closing Date or relating to periods prior to the Closing Date will be timely filed when due with the appropriate governmental agencies, or extensions will have been granted.

(b) all taxes pertaining to ownership of the Purchased Assets or operation of the Station prior to the Closing Date will be paid when due and payable unless protested in good faith.

6.9 Conveyance Free and Clear of Liens. Except for Permitted Liens, at or prior to the Closing, Seller shall obtain the release of all Liens disclosed in the Schedules hereto and any other Liens on the Purchased Assets and shall duly file releases or terminations of all such Liens in each governmental agency or office in which any such Lien or evidence thereof shall have been previously filed, and Seller shall transfer and convey, or cause to be transferred and conveyed, to Buyer at Closing good and marketable title to all of the Purchased Assets free and clear of all Liens, except for Permitted Liens.

6.10 Financing Leases. At or prior to the Closing, Seller shall obtain the release of all obligations under the Financing Leases, if any.

6.11 Public Announcement. Seller shall publish and broadcast a public notice concerning the filing of the application for assignment of the Licenses in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, neither party hereto shall issue any press release or public announcement without prior approval of the other party hereto except as and to the extent that such party shall be obligated by law, rule or regulation, in which case the other party shall be so advised and the parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

6.12 Best Efforts. Without limiting the specific obligations of any party hereto under any agreement or covenant hereunder, each party hereto shall use reasonable best efforts to take all action and do all things necessary in order to consummate the transactions contemplated by this Agreement, including, without limitation, satisfaction, but not waiver, of the closing conditions set forth in Article VII and Article VIII.

6.13 Updating of Information. From the date of this Agreement until the earlier of the Closing or the termination of this Agreement pursuant to Section 12.1, Seller shall deliver to Buyer: (i) all information necessary to update and supplement any and all of the Schedules hereto and the lists, documents and other information furnished by Seller as contemplated by this Agreement; and (ii) updated copies of documents relating to or included as a part of such Schedules and updated copies of items referred to on the Schedules in order that all such Schedules, lists, documents and other information and items shall be complete and accurate in all respects as of the Closing Date. Notwithstanding the foregoing, none of the representations, warranties and covenants to which the Schedules related shall be deemed to be modified by any Schedules updated or supplemented pursuant to this Section 6.13 unless, and then only to the extent agreed to in writing by Buyer.

ARTICLE VII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

7.1 Compliance with Agreement. Seller shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

7.2 [INTENTIONALLY OMITTED]

7.3 Representations and Warranties. The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes as permitted or contemplated by this Agreement. Notwithstanding the above, Buyer shall not have the right to terminate or refuse to consummate the transactions contemplated in this Agreement if the conditions precedent set forth in this Section 7.3 cannot be satisfied at Closing for any reason that may be cured in full solely by the payment of money, provided that Seller shall, prior to Closing, pay the full amount necessary (if the exact amount cannot be readily determined, then an estimate satisfactory to Buyer shall be initially used until the exact amount is determined, at which point Seller shall pay Buyer the difference or Buyer shall refund to Seller any overpayment) to cure the same and agree to indemnify and hold Buyer harmless from any loss, damage or expense Buyer may suffer (including consequential damages) arising from such breach (such indemnification shall not be subject to the limitations set forth in Section 9.1 hereof), as applicable. Nothing contained in this Section 7.3 shall limit the right of Buyer to terminate or refuse to consummate the transactions contemplated in this Agreement if any of the other conditions precedent set forth in this Article VII are not satisfied.

7.4 No Material Adverse Change. Between the date of this Agreement and the Closing, there shall have been no material adverse change in the financial condition or results of operation of the Station nor any material adverse change in the condition of the Purchased Assets, including without limitation a material default under the terms of any material Contracts listed on Schedule 1.2 or material Leases listed on Schedule 1.5 (unless expressly consented to or waived in writing) which would permit the acceleration of any material amounts due thereunder or termination thereof.

7.5 Event of Loss. Between the date of this Agreement and the Closing, neither the Station nor the Purchased Assets shall have sustained an Event of Loss which, with respect to the Station individually would cost in excess of Twenty-five Thousand Dollars (\$25,000) to repair, and such repair shall not have been completed on or prior to the Closing Date to Buyer's reasonable satisfaction; provided, however, Seller may elect to extend the Closing Date for a reasonable period not to exceed thirty (30) days necessary to complete such repairs, and provided further, if Buyer waives this condition, the provisions of Section 10.1 shall be applicable. At Closing, if Buyer has waived the condition set forth in this Section 7.5, Seller shall assign to Buyer all of its rights under any insurance and all proceeds of insurance (excluding business interruption proceeds for periods prior to the Closing Date) covering the property damage, destruction or loss not so repaired, replaced or restored prior to Closing.

7.6 Deliveries at Closing. Seller shall have delivered or caused to be delivered to Buyer the documents, each properly executed and dated as of the Closing Date as required pursuant to this Agreement.

7.7 Other Documents. Seller shall have delivered to Buyer such documents and certificates of officers of Seller and public officials as shall be requested by Buyer's legal counsel to establish the existence and good standing of Seller and the due authorization of this Agreement.

7.8 Possession; Instruments of Conveyance and Transfer. Seller shall deliver to Buyer at the Closing such other documents as shall be effective to vest in Buyer good and marketable title to the Purchased Assets as contemplated by this Agreement.

7.9 Approvals and Consent. There shall have been secured such permissions, approvals, determinations, consents and waivers, if any, as may be required by law, regulatory authorities, the Leases or the Contracts listed on Schedule 7.9.

7.10 Delivery of Reports. Buyer shall have secured the Title Commitments, Title Policy, Surveys, Phase I Reports and Lien Search Reports, all as provided in Section 6.2.

7.11 Absence of Investigations and Proceedings. Except for governmental investigations or proceedings relating to high definition television or the television broadcast industry generally, including proceedings of general applicability under the Cable Act and as set forth on Schedule 7.11 there shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceeding before or by any commission, agency or other administrative or regulatory body or authority pending to which Seller is a party or to which the Station or the Purchased Assets are subject, including any with

respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of Buyer to operate the Station or to use or acquire the Purchased Assets in the same manner as operated and used by Seller or as currently proposed to be used by Seller. Without limiting the generality of the foregoing, no action or proceeding or formal investigation by any Person or governmental agency shall be pending with the object of challenging or preventing the Closing and no other proceedings shall be pending with such object or to collect damages from Buyer on account thereof. No action or proceeding shall be pending before the FCC or any governmental body to revoke, modify in any materially adverse respect or refuse to renew any of the Licenses. No suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

7.12 Governmental Consents. The FCC Consent shall have been issued and, at Closing, shall be a Final Order in full force and effect and shall contain no provision adverse to Buyer. All other material authorizations, consents or approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

7.13 Licenses. License Sub shall be the holder of the Licenses and there shall not have been any modification or cancellation of any of such Licenses which has a material adverse effect (RPU licenses are not considered material) on the Station or the conduct of its business operations. The Station shall be operating in material compliance with all FCC requirements, rules and regulations, and except as set forth on Schedule 7.13 no proceeding shall be pending or, to the Knowledge of Seller, threatened, the effect of which would be to revoke, cancel, fail to renew, suspend or modify adversely any of the Licenses.

7.14 Absence of Liens. On the Closing Date and simultaneously with the Closing, there shall not be any Liens on the Purchased Assets except for Permitted Liens.

7.15 Network Affiliation Agreement. The Network Affiliation Agreement shall be in full force and effect and the network shall have consented to the assignment to Buyer of the applicable Network Affiliation Agreement or shall have otherwise agreed to enter into a network affiliation agreement with Buyer effective as of the Closing on substantially the same terms and conditions as the terms and conditions of the Network Affiliation Agreement.

7.16 Deferred Maintenance Items. Seller shall have repaired to Buyer's reasonable satisfaction those items of repair and maintenance listed on Schedule 7.16.

7.17 Non-Foreign Affidavit. Seller shall have furnished to Buyer an affidavit of Seller, in form reasonably satisfactory to Buyer, stating under penalty of perjury Seller's United States taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445(b)(2) of the Code.

7.18 Noncompetition Agreement. Seller and Ralph E. Becker shall have executed and delivered to Buyer the Noncompetition Agreement, and the same shall be in full force and effect.

7.19 Lease Estoppel Agreements. All appropriate parties shall have executed and delivered to Buyer all Lease Estoppel Agreements, and the same shall be in full force and effect.

7.20 Broadcast Cash Flow Level. The Broadcast Cash Flow for the Station for the twelve-month period ending on the Closing Date shall be no less than ninety (90) percent of the Broadcast Cash Flow of the Station for the twelve-month period ending one year before the Closing Date.

Notwithstanding the above, if any of the conditions set forth in this Article VII have not been satisfied (other than the condition set forth in Section 7.9 that the FCC Consent shall have been issued, provided that Buyer may waive the condition that such FCC Consent be a Final Order), Buyer may in its sole discretion nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE VIII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

8.1 Compliance with Agreement. Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by Buyer prior to or at the Closing.

8.2 [INTENTIONALLY OMITTED]

8.3 Representations and Warranties. The representations and warranties made by Buyer shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

8.4 Deliveries at Closing. Buyer shall have delivered or caused to be delivered to Seller the documents, each properly executed and dated as of the Closing Date required pursuant to this Agreement, and Buyer shall also have

delivered the Purchase Price, less the Earnest Money, which shall be transferred by the Escrow Agent to the Holdback Escrow Account pursuant to the Holdback Escrow Agreement.

8.5 Other Documents. Buyer shall have delivered to Seller such documents and certificates of Buyer and of public officials as shall be reasonably requested by Seller's counsel to establish the existence and good standing of Buyer and the due authorization of this Agreement and the transactions contemplated hereby.

8.6 Absence of Investigations and Proceedings. No action or proceeding or formal investigation by any Person or governmental agency shall be pending with the object of challenging or preventing the Closing and no other proceedings shall be pending with such object or to collect damages from Seller on account thereof. No suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

8.7 Governmental Consents. The FCC Consent shall have been issued and, at Closing, shall be a Final Order in full force and effect and shall contain no provision adverse to Seller. All other material authorizations, consents or approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

Notwithstanding the above, if any of the conditions set forth in this Article VIII have not been satisfied (other than the condition set forth in Section 8.7 that the FCC Consent shall have been issued and shall be a Final Order), Seller may nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE IX

INDEMNIFICATION

9.1 Indemnification by Seller.

(a) Seller shall indemnify and hold Buyer, its Affiliates and their respective employees, officers, directors and stockholders (collectively, "Buyer Indemnified Parties") harmless from and against, and agree promptly to defend Buyer Indemnified Parties from and reimburse Buyer Indemnified Parties for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorneys' fees and other legal costs and expenses) ("Buyer Indemnified Losses") which Buyer Indemnified

Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) any breach or inaccuracy of any of the representations and warranties made by Seller in or pursuant to this Agreement, or in any instrument, certificate or affidavit delivered by Seller at the Closing in accordance with the provisions of any Section hereof;

(ii) any failure by Seller to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the documents and materials delivered by Seller pursuant to this Agreement;

(iii) the Retained Liabilities;

(iv) the operation or ownership of the Station or the Purchased Assets prior to the Closing (except for the Assumed Liabilities); or

(v) any suit, action or other proceeding brought by any governmental authority or Person arising out of, or in any way related to, any of the matters referred to in Sections 9.1(a)(i), 9.1(a)(ii), 9.1(a)(iii), or 9.1 (a)(iv).

(b) The amounts for which Seller shall be liable under Section 9.1(a) of this Agreement shall be net of (i) any insurance proceeds payable to Buyer Indemnified Parties in connection with the facts giving rise to the right of indemnification and (ii) any tax benefits received by or accruing to Buyer Indemnified Parties.

(c) The Holdback Escrow Amount held in escrow pursuant to the Holdback Escrow Agreement shall be used to secure Seller's indemnification obligations herein, and shall be available to indemnify the Buyer Indemnified Parties as set forth herein and therein. Notwithstanding any other provision to the contrary in this Agreement, Seller shall not be required to indemnify and hold harmless Buyer Indemnified Parties pursuant to Section 9.1(a)(i) or 9.1(a)(v) to the extent applicable to Section 9.1(a)(i), unless Buyer has asserted a claim(s) with respect to such matters within twelve (12) months after the Closing, except with respect to matters arising under Section 4.12, 4.22 and 4.23 hereof, in which event Buyer must have asserted a claim within the applicable statute of limitations.

(d) Notwithstanding any provision to the contrary in this Agreement, Seller's total liability for Buyer Indemnified Losses described in Section 9.1(a) shall not exceed Two Million Dollars (\$2,000,000).

(e) Any recovery by Buyer of an indemnification award hereunder shall constitute an election of remedies, and Buyer shall not be entitled to recover

any additional legal, equitable or contractual relief with respect to the underlying event that triggers the indemnification obligation.

9.2 Indemnification by Buyer.

(a) Buyer shall indemnify and hold Seller and its employees, officers, directors and stockholders (collectively, "Seller Indemnified Parties") harmless from and against, and agrees to promptly defend Seller Indemnified Parties from and reimburse Seller Indemnified Parties for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorney fees and other legal costs and expenses) ("Seller Indemnified Losses") which Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) any breach or inaccuracy of any representations and warranties made by Buyer in or pursuant to this Agreement, or in any certificate or affidavit delivered by Buyer at the Closing in accordance with the provisions of any Section hereof;

(ii) any failure by Buyer to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the documents and materials delivered by Buyer pursuant to this Agreement;

(iii) the Assumed Liabilities;

(iv) the operation and ownership of the Station and the Purchased Assets by Buyer from and after the Closing Date; or

(v) any suit, action or other proceeding brought by any governmental authority or person arising out of, or in any way related to, any of the matters referred to in Sections 9.2(a)(i), 9.2(a)(ii) or 9.2(a)(iii) or 9.2(a)(iv).

(b) The amounts for which Buyer shall be liable under Section 9.2(a) of this Agreement shall be net of (i) any insurance proceeds receivable by Seller from its own insurance policies in connection with the facts giving rise to the right of indemnification and (ii) any tax benefits received by or accruing to the Seller Indemnified Parties.

(c) Notwithstanding any other provision to the contrary, Buyer shall not be required to indemnify and hold harmless Seller Indemnified Parties pursuant to Sections 9.2(a)(i), 9.2(a)(ii) or 9.2(a)(v) to the extent applicable to Section 9.2(a)(i), unless Seller has asserted a claim(s) with respect to such matters within twelve (12) months after the Closing.

(d) Nothing contained in this Section 9.2 shall provide Seller Indemnified Parties with rights of indemnification or remedies against Buyer in amounts greater than as set forth in Section 12.3 if the transactions contemplated by this Agreement fail to close.

9.3 Notification of Claims.

(a) A party entitled to be indemnified pursuant to Section 9.1 or 9.2 (the "Indemnified Party") shall notify the party liable for such indemnification (the "Indemnifying Party") in writing of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. Subject to the Indemnifying Party's right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article IX within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to Section 9.3(a), and if such claim or demand relates to a claim or demand asserted by a third party against the Indemnified Party which the Indemnifying Party acknowledges is a claim or demand for which it must indemnify or hold harmless the Indemnified Party under Section 9.1 or 9.2, the Indemnifying Party shall have the right to employ counsel acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 9.3(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so.

ARTICLE X

FURTHER AGREEMENTS

10.1 Event of Loss. [INTENTIONALLY OMITTED]

10.2 Station Employees.

(a) With the prior consent of Seller and when accompanied by Seller's representative, Buyer may at any time after the date of this Agreement approach Station employees and make arrangements or enter into agreements with such employees concerning becoming employees of Buyer from and after Closing, although Buyer assumes by this Agreement no obligation to employ or continue the employment of any Person after the Closing. Any Station employee who thereby becomes employed by Buyer shall constitute a "Transferred Employee". Seller will not take any action, directly or indirectly, to prevent any Station employee from becoming employed by Buyer from and after the Closing. Seller agrees that for a period of twelve (12) months following the Closing, neither Seller nor its affiliates shall solicit or induce any Station employee to remain in, or any Transferred Employee to return to, the employ of Seller or any of its affiliates or otherwise attempt to retain or obtain the services of any such employee. Notwithstanding the foregoing, Buyer agrees that, in the event that Buyer employs Berva Dawn Nesbit as a Transferred Employee, Seller may nonetheless contract with Berva Dawn Nesbit as an independent contractor to provide services to Seller on terms and conditions reasonably satisfactory to Buyer.

(b) Seller shall be solely responsible for and shall pay all salaries and other compensation (including, but not limited to, any deferred or incentive compensation and any severance pay) which will or may become payable at any time in the future to any Transferred Employee for services rendered by Transferred Employee to Seller on or before the later of the Closing Date or the date a Transferred Employee becomes employed by Buyer.

(c) Buyer does not and shall not assume any obligations or liability under any collective bargaining agreement currently in existence or which may come into existence prior to Closing, unless required by law to do so.

ARTICLE XI

CLOSING DELIVERIES

11.1 Seller's Closing Deliveries. At the Closing on the Closing Date, Seller shall deliver to Buyer, in form and substance reasonably satisfactory to Buyer:

(a) Transfer Documents. Duly executed bill of sale, warranty deed(s), motor vehicle title certificates, assignments, real estate transfer tax returns and other transfer documents which shall be sufficient to vest good and marketable title to the Purchased Assets in the name of Buyer, free and clear of

all liens and encumbrances except for Permitted Liens, other than those described in Schedule 1.8, which shall be discharged on or before the Closing;

(b) Consents. A copy of any instrument evidencing consent that has been obtained pursuant to this agreement, including the consents to assignment of any Lease or Contract listed in Schedule 7.9 hereof and to the assignment of the Network Affiliation Agreement;

(c) Opinions of Counsel. Seller's Opinion of Counsel and Seller's Opinion of FCC Counsel, each dated as of the Closing Date;

(d) Seller's Certificates. Seller's Closing Certificate and Seller's Performance Certificate evidencing Seller's satisfaction of the Closing requirements of Section 7.1 and 7.3 of this Agreement;

(e) The Lease Estoppel Agreements;

(f) Non-foreign Status. The affidavit regarding Seller's status under the Code required by Section 7.17;

(g) The Noncompetition Agreement; and

(h) Holdback Escrow Agreement. The Holdback Escrow Agreement, dated as of the Closing Date, executed by Seller.

11.2 Buyer's Closing Deliveries. At the Closing on the Closing Date, Buyer shall deliver to Seller, in form and substance reasonably satisfactory to Seller:

(a) The Adjusted Purchase Price. The Purchase Price, subject to adjustments pursuant to Section 2.2 hereof and less the Earnest Money transferred by the Escrow Agent to the Holdback Escrow Account pursuant to the Holdback Escrow Agreement, by wire transfer of immediately available federal funds;

(b) Opinion of Counsel. Buyer's Opinion of Counsel dated as of the Closing Date;

(c) Buyer's Certificates. Buyer's Closing Certificate and Buyer's Performance Certificate evidencing Buyer's satisfaction of the Closing requirements of Sections 8.1 and 8.3 of this Agreement;

(d) Assumption Agreements. Assumption agreements reasonably acceptable to Seller pursuant to which Buyer shall undertake to perform Seller's obligations under the Contracts and Leases.

(e) Holdback Escrow Agreement. The Holdback Escrow Agreement, dated as of the Closing Date, executed by Buyer.

ARTICLE XII

TERMINATION; MISCELLANEOUS

12.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

- (a) by mutual written agreement of Seller and Buyer; or
- (b) by Buyer if any of the conditions set forth in Article VII of this Agreement shall not have been fulfilled by the Closing Date; or
- (c) by Seller if any of the conditions set forth in Article VIII of this Agreement shall not have been fulfilled by the Closing Date; or
- (d) by Buyer or Seller if the FCC Consent has not become a Final Order within nine (9) months of the date hereof (provided that such failure is not the result of the terminating party's breach of this Agreement); or
- (e) by Buyer or Seller if the application for the FCC Consent has been denied or dismissed (provided that such denial or dismissal is not the result of the terminating party's breach of this Agreement); or
- (f) by Buyer, if Buyer is not then in material breach of this Agreement and Seller is then in material breach of this Agreement and such breach remains uncured within sixty (60) days after receipt of written notice thereof from Buyer; or
- (g) by Seller, if Seller is not then in material breach of this Agreement and Buyer is then in material breach of this Agreement, and such breach remains uncured within sixty (60) days after receipt of written notice thereof from Seller.

12.2 Rights on Termination; Waiver.

- (a) If this Agreement is terminated pursuant to Section 12.1(a), 12.1(b) (if Seller is not in material default as set forth in Section 12.2(b)), 12.1(c) (if Buyer is not in material default as set forth in Section 12.2(c)), 12.1(c) or 12.1(d) (provided the terminating party is not in material default as set forth in Section 12.2(b) or 12.2(c)), all further obligations of the parties under or pursuant to this Agreement shall terminate without further liability of either party to the

other and the Earnest Money (together with all accrued interest thereon) shall be returned promptly to Buyer; provided, however, if Seller objects to such claims, the Escrow Agent shall hold the Earnest Money pursuant to the terms of the Escrow Agreement.

(b) If Seller is in material default in the performance of its obligations under this Agreement or has breached in any material respect its representations and warranties hereunder and Buyer is not in material default of its obligations under this Agreement and has not breached in any material respects its representations and warranties hereunder, or if this Agreement is terminated by Buyer pursuant to Section 12.1(f), then Buyer shall be entitled to pursue all legal and equitable remedies against Seller for such default or breach, including, without limitation, specific performance. Seller hereby acknowledges that the Purchased Assets are unique and that Buyer has no adequate remedy at law if Seller breaches this Agreement, and that, in the event that Buyer does not seek specific performance, Buyer also shall be entitled to file a claim for the return of the Earnest Money (together with all interest earned thereon) pursuant to the terms of the Escrow Agreement; provided, however, if Seller objects to such claims, the Escrow Agent shall hold the interest earned on the Earnest Money pursuant to the terms of the Escrow Agreement.

(c) If Buyer is in material default in the performance of its obligations under this Agreement or has breached in any material respect its representations and warranties hereunder and Seller is not in material default of its obligations under this Agreement and has not breached in any material respect its representations and warranties hereunder, Seller shall be entitled to claim as its sole liquidated damages the Earnest Money together with any interest or other proceeds accrued thereon (the "Liquidated Damages") pursuant to the terms of the Escrow Agreement; provided, however, if Buyer objects to such claims, the Escrow Agent shall hold the Earnest Money pursuant to the terms of the Escrow Agreement.

(d) The rights and duties of the parties hereto regarding instructions and notices to the Escrow Agent shall be controlled by the Escrow Agreement.

12.3 Liquidated Damages. Buyer and Seller agree that if the transactions contemplated herein fail to close for any reason set forth in Section 12.2(c), Seller's sole and exclusive remedy shall be the Liquidated Damages. The parties agree that the Liquidated Damages provided in this Section is intended to limit the claims which Seller may have against Buyer in the circumstances described herein. The parties acknowledge and agree that the Liquidated Damages provided in this Section bear a reasonable relationship to the anticipated harm which would be caused by Buyer's material breach of the Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable of precise

estimation and that Seller would not have a convenient and adequate alternative to the Liquidated Damages hereunder. The provisions of this Section 12.3 shall apply regardless of whether or not Seller has terminated this Agreement pursuant to Section 12.1.

12.4 Further Assurances. From time to time after the Closing Date, upon the reasonable request of the other party hereto, each party shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, assumption and transfer and take such further action as such other party may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to any of the Purchased Assets. Seller agrees to cooperate with Buyer in all reasonable respects to assure to Buyer the continued title to and possession of the Purchased Assets in the condition and manner contemplated by this Agreement, and Buyer agrees to cooperate with Seller in all reasonable respects to assure to Seller the continued assumption and performance by Buyer of the Assumed Liabilities in the manner contemplated by this Agreement.

12.5 [INTENTIONALLY OMITTED]

12.6 Survival. The obligations to indemnify contained in Article IX, the agreements contained herein and, as limited by the introductory paragraphs of Articles IV and V hereof, the representations and warranties made in this Agreement or made pursuant hereto shall survive the Closing and the consummation of the transactions contemplated by this Agreement, and shall survive any independent investigation by Buyer or Seller, and any dissolution, merger or consolidation of Buyer or Seller and shall bind the legal representatives, assigns and successors of Buyer and Seller.

12.7 Entire Agreement; Amendment; Waiver. This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision or breach of this Agreement, whether or not similar, unless otherwise expressly provided.

12.8 Expenses. Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation and

preparation of this Agreement and consummation of the transactions contemplated hereby.

12.9 Benefit; Assignment. This agreement shall be binding upon and inure to the benefit of and shall be enforceable by Buyer and Seller and their respective successors and permitted assigns. This Agreement shall not be assigned by any party without the prior written consent of the other party; provided, however, that Buyer may, without such consent, assign any or all of its rights and obligations under this Agreement to any entity controlled by or under common control with Buyer (including corporations, limited liability companies and partnerships) and provided further, however, that Seller may, without such consent, assign its rights hereunder to its lenders.

12.10 Exclusivity. From and after the date of this Agreement until the consummated Closing or termination of this Agreement, Seller shall not offer, solicit or accept offers or otherwise negotiate or engage in any discussions with any other party regarding any proposal, arrangement or other agreement for the sale of the Station or any of the Purchased Assets to a person or entity other than Buyer, except for the sale or disposal of certain of the Purchased Assets in the ordinary course of business or in connection with the acquisition of similar properties or assets in the ordinary course of business in accordance with Seller's warranties in Sections 4.12 and 6.4 hereof.

12.11 Confidentiality.

(a) Buyer agrees that prior to Closing, Buyer and its respective agents and representatives shall only use for its or their own benefit (except when required by law, rule or regulation and except for use in connection with Buyer's financing of the transaction and Buyer's investigation of the Station and its assets in connection with this Agreement), and shall hold in strict confidence and not disclose, (i) any data or information relating to Seller, its affiliates, or the Station obtained from Seller or any of their directors, officers, members, managers, employees, agents or representatives in connection with this Agreement, or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of the Station which is confidential in nature and not generally known to the public (clauses (i) and (ii) together, "Seller's Information"). If the transactions contemplated in this Agreement are not consummated for any reason, Buyer shall return to Seller all data, information and any other written material obtained by Buyer from Seller in connection with this transaction and any copies, summaries or extracts thereof, and shall refrain from disclosing any of Seller's Information to any third party or using any of Seller's Information for its own benefit or that of any other person.

(b) Seller agrees that Seller and its agents and representatives shall only use for its and their own benefit (except when required by law, rule or regulation and except for use in connection with its investigations and review of

Buyer in connection with this Agreement), and shall hold in strict confidence and not disclose, (i) any data or information, relating to Buyer or its affiliates obtained from Buyer, or from any of its partners, officers, employees, agents or representatives, in connection with this Agreement, or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of the Buyer which is confidential in nature and not generally known to the public (clauses (i) and (ii) together "Buyer's Information"). If the transactions contemplated in this Agreement are not consummated for any reason, Seller shall return to Buyer all data, information and any other written material obtained by Seller from Buyer in connection with this transaction and any copies, summaries or extracts thereof and shall refrain from disclosing any of Buyer's Information to any third party or using any of Buyer's Information for its own benefit or that of any other person.

12.12 Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when personally delivered to the other party, or when properly deposited for delivery by commercial overnight delivery service, prepaid and receipt confirmed, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address:

If to Buyer: Neuhoff Family Limited Partnership
 Attn: Geoffrey H. Neuhoff
 1734 North Winchester Avenue
 Chicago, IL 60622
 Facsimile No. 773-486-8926
 Telephone No. 773-486-8914

With a copy to: Schwartz, Woods & Miller
 Attn: Malcolm G. Stevenson, Esq.
 1350 Connecticut Avenue, N.W.
 Suite 300
 Washington, D.C. 20036-1717
 Facsimile No. 202-833-2351
 Telephone No. 202-833-1700

If to Seller: Catamount Broadcasting of Twin Falls LLC
 Catamount-Idaho License LLC
 71 East Avenue
 Norwalk, CT 06851
 Attention: Ralph E. Becker, President
 Facsimile No. 203-852-7163
 Telephone No. 203-852-7164

With a copy to: Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Attention: Stephen C. Brissette, Esq.
Facsimile No. 919-781-4865
Telephone No. 919-781-4000

Cohn and Marks LLP
1920 N Street, N.W., Suite 300
Washington, DC 20036-4622
Attention: Joseph M. Di Scipio, Esq.
Facsimile No. 202-237-4827
Telephone No. 202-452-4841

12.13 Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

12.14 Income Tax Position. Neither Buyer nor Seller shall take a position for income tax purposes which is inconsistent with this Agreement.

12.15 Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

12.16 No Reliance. Except for (i) any assignees permitted by Section 12.9 of this Agreement and (ii) lenders (and their successors and assigns) providing financing for the consummation of the transactions contemplated by this Agreement:

(a) no third party beneficiaries are created by this Agreement and no third-party is entitled to rely on any of the representations, warranties or agreements of Buyer or Seller contained in this Agreement; and

(b) Buyer and Seller assume no liability to any third party because of any reliance on the representations, warranties or agreements of Buyer and Seller contained in this Agreement.

12.17 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws, and any disputes hereunder not resolved by procedures specifically set forth herein shall be submitted to the Courts of the State of Idaho or, if appropriate, to a Federal District Court sitting in Idaho.

12.18 Construction. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context required otherwise. The words "herein," "hereby," "hereunder" and other similar words shall refer to this Agreement. The word "including" shall mean including, without limitation.

12.19 Saturdays, Sundays and Legal Holidays. If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

12.20 Incorporation of Exhibits and Schedules. All of the Exhibits and Schedules identified in this Agreement are incorporated by reference into this Agreement and made a part hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

NEUHOFF FAMILY LIMITED PARTNERSHIP

By: _____
Roger A. Neuhoff, President
Neuhoff Corporation, Its General Partner

CATAMOUNT BROADCASTING OF TWIN FALLS LLC

By: _____
Ralph E. Becker, President


CATAMOUNT-IDAHO LICENSE LLC

By: Catamount Broadcasting of Twin Falls LLC,
its Managing Member

By: _____
Ralph E. Becker, President

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

NEUHOFF FAMILY LIMITED PARTNERSHIP

By: 
Roger A. Neuhoff, President
Neuhoff Corporation, Its General Partner

CATAMOUNT BROADCASTING OF TWIN FALLS, LLC

By: _____
Ralph E. Becker, President

CATAMOUNT-IDAHO LICENSE LLC

By: Catamount Broadcasting of Twin Falls LLC,
its Managing Member

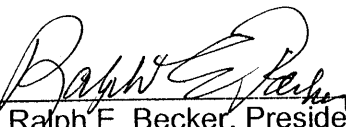
By: _____
Ralph E. Becker, President

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

NEUHOFF FAMILY LIMITED PARTNERSHIP

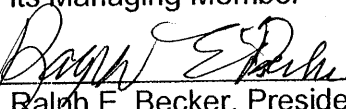
By: _____
Roger A. Neuhoﬀ, President
Neuhoﬀ Corporation, Its General Partner

CATAMOUNT BROADCASTING OF TWIN FALLS LLC

By:  _____
Ralph E. Becker, President

CATAMOUNT-IDAHO LICENSE LLC

By: Catamount Broadcasting of Twin Falls LLC,
its Managing Member

By:  _____
Ralph E. Becker, President