

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** is entered into as of this 6th day of December 2011, by and between WLNY Holdings, Inc., a Delaware corporation (“**Seller**”), Michael Pascucci, in his personal capacity (“**Pascucci**”), CBS LITV LLC, a Delaware limited liability company (“**Buyer**”), and CBS Broadcasting Inc., a New York corporation (“**CBS**”).

PREMISES:

A. WLNY Limited Partnership (“**WLNY LP**”), an indirect wholly-owned subsidiary of Seller, is the licensee of and operates full power television broadcast station WLNY-TV, Digital Channel 47, Virtual Channel 55, Riverhead, New York (Facility ID No. 73206) (the “**Station**”), pursuant to a license issued by the Federal Communications Commission (the “**FCC**”).

B. Seller desires to cause certain of its subsidiaries to sell, and Buyer wishes to buy and acquire, certain of the assets which are owned and used in the operation of the Station. WLNY LP, WLNY-TV Inc., a direct wholly-owned subsidiary of Seller (“**WLNY-TV**”), and WLNY Operations LLC, an indirect wholly-owned subsidiary of Seller (“**WLNY Operations**”) (Seller, WLNY LP, WLNY-TV and WLNY Operations are herein referred to collectively as the “**WLNY Group**”), each own assets of the Station to be acquired by Buyer, subject to the terms and conditions hereinafter set forth, and subject to the prior approval of the FCC.

AGREEMENTS:

In consideration of the above premises and the covenants and agreements contained herein, Buyer and Seller, intending to be bound legally, agree as follows:

SECTION 1 SALE AND PURCHASE OF ASSETS

1.1 **Agreement to Sell and Buy.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to cause the respective members of the WLNY Group to sell, convey, transfer and deliver to Buyer, and Buyer agrees to purchase, at the Closing, all right, title and interest in and to the following assets (the “**Station Assets**”), free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, security interests, transfer restrictions, charges, encumbrances or any other restriction or limitation of any nature whatsoever (“**Liens**”), except for Permitted Liens (as defined herein):

- (a) all licenses and authorizations issued by the FCC for the operation of the Station, including all antenna structure registrations (the “**FCC Licenses**”), and other governmental licenses, permits and authorizations relating to and used or useful in connection with the conduct of the business and the operation of the Station, and

which are listed on **Schedule 3.4** hereto, together with any pending applications relating to any renewals, extensions, or modifications thereof;

- (b) the machinery and equipment, towers, transmitters, antennas, furniture, fixtures, computers, software and other tangible personal property set forth on **Schedule 3.5** hereto (the “**Personal Property**”);
- (c) the Real Property;
- (d) the contracts and agreements listed on **Schedule 3.7** hereto (the “**Assumed Contracts**”);
- (e) the intangible property rights of the WLNY Group, which are used or useful in connection with the conduct of the business and operation of the Station and which are described or listed on **Schedule 3.8** hereto (collectively, the “**Intangible Property**”);
- (f) without limiting Section 1.1(e) above, all Internet websites, content, databases and domain name registrations relating to the Station or which are used or useful in the conduct of the business and operation of the Station and which are described on **Schedule 3.8**;
- (g) all information and data, FCC logs and other compliance records (including the contents of the public inspection file of the Station and the documents set forth on **Schedule 1.1(g)**), sales and business records, books of account, files, invoices, inventory records, general, financial, accounting and real property tax records, personnel and employment records for Transferred Employees (to the extent permitted by law), and all engineering information, sales and promotional literature, manuals and databases, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records, or in each case copies thereof, to the extent in the possession of the WLNY Group and relating to or used or useful in connection with the conduct of the business and operation of the Station or the Station Assets;
- (h) any and all claims, rights, credits, causes of action or rights of set-off against third parties if and to the extent they relate to the Station Assets, including all rights under manufacturers’ and vendors’ warranties;
- (i) all deposits, reserves and prepaid expenses relating to the Station Assets and prepaid taxes relating to the Station Assets, if applicable, pro-rated as of Closing; and

- (j) all of WLNY Group's rights and interests to the use of the call letters of the Station (WLNY-TV) as call letters or as part of a trade name; provided, however, that the WLNY Group may continue during the thirty (30) day period immediately following the Closing to use such call letters in connection with its Class A station, which uses the call sign "WLNY-CD".

1.2 **Excluded Assets.** The Station Assets are the only assets of the WLNY Group that are being conveyed to Buyer pursuant to this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, all other assets of the WLNY Group are specifically excluded from the Station Assets, including without limitation the following excluded assets (the "Excluded Assets"):

- (a) all cash on hand, all investments in private equity funds, hedge funds and money market funds, utility deposits and accounts receivable attributable to the broadcast of material on the Station prior to the effective time of the Sales Agreement;
- (b) all contracts, leases and agreements relating to the operations of the Station, other than the Assumed Contracts;
- (c) all pension, health insurance, and other employee benefit plans or trusts maintained by Seller or any affiliate of Seller for the benefit of WLNY Group's employees at the Station;
- (d) the internal corporate books and records of WLNY Group pertaining to the corporate organization, existence or capitalization of the members of the WLNY Group or business operations of the WLNY Group unrelated to the Station or Station Assets;
- (e) any real property or leases of real property other than the Real Property; and
- (f) any other broadcast stations other than the Station owned by the WLNY Group.

1.3 **Assumption of Liabilities and Obligations.** Subject to the terms and conditions set forth in this Agreement, and as of the Effective Time, Buyer shall assume, pay, discharge and perform:

- (a) all obligations and liabilities arising out of Buyer's ownership of the Station Assets and its operation of the Station relating to the time period after the Effective Time;
- (b) all obligations and liabilities of WLNY Group under the Assumed Contracts insofar as they relate to the time period after the Effective Time;

- (c) all obligations and liabilities of WLNY Group under the FCC Licenses and all other governmental licenses, franchises and authorizations transferred to Buyer insofar as they relate to the time period after the Effective Time; and
- (d) subject to Section 6.9, all obligations and liabilities with respect to Transferred Employees, in each case to the extent attributable to periods, and arising from the operation of the Station, after the applicable Employee Commencement Date.

All of the foregoing liabilities and obligations assumed by Buyer under this Agreement shall be referred to herein collectively as the “**Assumed Liabilities.**”

1.4 **Retained Liabilities.** Notwithstanding anything to the contrary in this Agreement, Buyer does not assume or agree to pay, satisfy, discharge or perform any liabilities, obligations or commitments of WLNY Group of any nature whatsoever other than the Assumed Liabilities. All other obligations and liabilities shall remain and be the obligations and liabilities solely of WLNY Group, including but not limited to:

- (a) all liabilities and obligations arising out of, relating to or with respect to: (i) the employment or performance of services, or termination of employment or services by WLNY Group, of any individual, including with respect to wages, salaries, bonuses, commission, accrued but unused vacation, payroll and payroll taxes, and other employee-related benefits, including any liability or obligation to employees of WLNY Group for severance or pay in lieu of advance notice of termination, whether such liability arises by contract and/or under applicable law; (ii) workers’ compensation claims against any member of the WLNY Group with respect to injuries to employees of the WLNY Group sustained prior to the Effective Time, irrespective of whether such claims are made prior to or after Closing; (iii) any Employee Plan maintained by WLNY Group or any existing employment agreements for any Station Employee; or (iv) the Non-Transferred Employees.
- (b) all liabilities and obligations relating to any Excluded Asset, including under any contract or agreement not included in the Assumed Contracts;
- (c) all liabilities and obligations under the Assumed Contracts and FCC Licenses and all other governmental licenses and authorizations arising prior to or relating to the time period prior to the Effective Time;
- (d) all liabilities and obligations arising under any claims or pending or future litigation or proceedings against WLNY Group or relating to the operation of the Station prior to the Effective Time;
- (e) all liabilities and obligations arising under Environmental Laws attributable to periods prior to the Effective Time relating to the Real Property; and

- (f) all other liabilities and obligations arising from WLNY Group's operation of the Station or ownership of the Station Assets prior to the Effective Time.

All such liabilities, obligations and commitments of WLNY Group described in this Section 1.4 shall be referred to herein collectively as the "**Retained Liabilities.**"

1.5 **Sales Agreement.** WLNY LP, WLNY Holdings, Inc. and Buyer are, simultaneously with the execution and delivery of this Agreement, entering into the Sales Agreement substantially in the form attached hereto as **Exhibit A** (the "**Sales Agreement**").

SECTION 2

PURCHASE PRICE AND TERMS

2.1 **Purchase Price.** As consideration for the sale, assignment and transfer of the Station Assets, Buyer shall deliver to Seller on the Closing Date the sum of Fifty Five Million Dollars (\$55,000,000) (the "**Purchase Price**"), as may be adjusted by Section 2.2 hereof, by wire transfer of federal funds to an account designated by Seller at least two (2) business days prior to the Closing Date.

2.2 **Proration of Income and Expenses.** Except as otherwise provided herein and except as provided in the Sales Agreement, all deposits, reserves and prepaid and deferred income and expenses relating to the Station Assets or the Assumed Liabilities and arising from the conduct of the business and operations of the Station shall be prorated between Buyer and Seller in accordance with GAAP as of the Effective Time. Such proration shall include, without limitation, all special assessments on the Owned Real Property, ad valorem, real estate and other property taxes (but excluding taxes arising by reason of the transfer of the Station Assets as contemplated hereby which shall be paid as set forth in Section 6.2), business and license fees, FCC regulatory fees, music and other license fees, utility expenses, rents, lease payments and similar prepaid and deferred items. Notwithstanding anything in this Section 2.2 to the contrary, the proration shall include a mutually agreeable schedule itemizing the assets and liabilities under programming agreements set forth in Schedule 3.7 with respect to all programs and shows thereunder as of the Effective Time. The parties agree that if the Seller received a benefit prior to the Effective Time under such agreements and such amount in consideration therefor will be paid by Buyer after the Effective Time, the Buyer shall receive a credit for such amount. Similarly, Seller shall receive a credit for amounts paid by Seller prior to the Effective Time for which Buyer will receive a benefit after the Effective Time. The prorations and adjustments shall be made on the Closing Date to the extent practicable, with a final adjustment and proration to be made within ninety (90) days of the Closing Date.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller makes the following representations and warranties to Buyer:

3.1 **Organization, Standing and Authority.** Seller is a corporation validly existing and in good standing under the laws of Delaware and has all requisite power and authority to execute and deliver this Agreement, related agreements and documents contemplated hereby, and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by it hereunder and thereunder. WLNY-TV is a corporation validly existing and in good standing under the laws of New York. WLNY Operations is a limited liability company validly existing and in good standing under the laws of New York. WLNY LP is a limited partnership validly existing and in good standing under the laws of Florida. Each of WLNY Operations, WLNY-TV and WLNY LP has all requisite power and authority (i) to own, lease, and use the Station Assets owned, leased or used by it as presently owned, leased and used, and (ii) to conduct its business or operations as presently conducted. Seller owns, directly or indirectly, all outstanding capital stock, membership interests and/or partnership interests (as applicable) of WLNY Operations, WLNY-TV and WLNY LP, respectively (whether voting or non-voting stock or interests).

3.2 **Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement and all related agreements by Seller have been duly authorized by all necessary corporate action and no other proceedings or actions on the part of Seller or any other member of the WLNY Group are necessary to authorize the execution, delivery and performance of this Agreement or to consummate the transactions contemplated hereby. This Agreement and all related agreements have been duly executed and delivered by Seller and constitute the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their terms.

3.3 **Absence of Conflicting Agreements and Required Consents.** Subject to obtaining the FCC Consent and other third party consents identified on **Schedule 3.7** that may be required to assign any of the Assumed Contracts or leases of Leased Real Property to Buyer, the execution, delivery, and performance of this Agreement, related agreements and documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not conflict with any provision of the organizing documents of the entities comprising the WLNY Group; (ii) do not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, rule or regulation of any court or governmental unit to which any entity which is a part of the WLNY Group is a party or by which the WLNY Group is bound; (iii) do not require any consent or other action by or notification to any governmental authority or any person under, and does not conflict with, constitute grounds for termination of, result in a breach of or constitute a default under, any agreement, instrument, license or permit to which any entity which is a member of the WLNY Group is a party or by which such entity may be bound; and (iv) do not create any Lien upon the Station Assets.

3.4 **Governmental Licenses.**

(a) Seller has provided true and complete copies of the FCC Licenses to Buyer, including any and all amendments and modifications thereto. **Schedule 3.4** is a true and complete list of all current FCC Licenses and other material governmental licenses, permits, approvals and authorizations issued by any governmental entity that are required for the lawful

conduct of the business and operations of the Station in the manner and to the full extent that the Station is presently operated, and which shall be transferred to Buyer hereunder. WLNY LP is the authorized legal holder of the FCC Licenses, which are in full force and effect and have a term as described on **Schedule 3.4**, and are unimpaired by any act or omission of the WLNY Group. The FCC Licenses are not subject to any restriction or condition which would limit the operation of the Station as presently operated.

(b) WLNY Group has been and is in compliance with, and the Station has been and is operating in compliance in all material respects with (i) all laws applicable to the operation of the Station, including the Communications Act of 1934, as amended (the “**Communications Act**”), (ii) the terms and conditions of the FCC Licenses, and (iii) the rules, regulations, requirements and policies of the FCC, and all other federal, state and local governmental entities with jurisdiction over the operations of the Station. The operations of the Station and the Station Assets are in compliance in all material respects with all applicable engineering standards required to be met under applicable FCC rules.

(c) Except as set forth on **Schedule 3.4**, (i) there are no applications relating to the Station pending at the FCC as of the date of this Agreement; and (ii) there are no issued or outstanding complaints, petitions, proceedings or actions before the FCC or any other governmental or regulatory authority relating to the business or operations of the Station, and, to WLNY Group’s knowledge, no such complaints, petitions, proceedings or actions are pending or threatened. Except as set forth on **Schedule 3.4**, there is not issued or outstanding, or, to WLNY’s Group’s knowledge, pending or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or the WLNY Group with respect to the Station, other than proceedings affecting broadcast television stations generally (including the FCC’s random EEO audit process, provided that, as of the date of this Agreement, the Station has not been notified by the FCC that it has been selected for such a random audit). To WLNY Group’s knowledge, all reports, forms, applications and statements required to be filed by any entity which is a part of the WLNY Group with the FCC with respect to the Station have been filed and are substantially complete and accurate. The WLNY Group maintains a public inspection file for the Station and such file complies with all applicable laws and regulations in all material respects.

(d) Except as set forth in **Schedule 3.4**, and except for such modifications or changes resulting from FCC actions of general applicability to the television industry including, but not limited to, allocation and/or repacking of television spectrum into fewer channels, WLNY Group has no reason to believe that the Station may be required to reduce operating power or change any of its operating parameters in order to protect any other television station, whether licensed, authorized or allotted. The Station is currently transmitting its broadcast signal, and shall on the Closing Date be transmitting its broadcast signal, at its maximum authorized power. Except as set forth in **Schedule 3.4**, the Station shall not be causing objectionable interference to the transmissions of any other broadcast station or communications facility, and no other broadcast station or communications facility shall be causing objectionable interference to the transmissions of the Station. Except as set forth on **Schedule 3.4**, there have been no waivers or agreements to waive any FCC rules relating to the Station. All antenna support structures used in

the operation of the Station are registered with the FCC and comply in all material respects with all other requirements of the FCC and the Federal Aviation Administration applicable thereto. The Station has been assigned digital channel 47 and virtual channel 55 by the FCC for the provision of digital television service.

3.5 **Title to and Condition of Station Assets; Sufficiency.** Schedule 3.5 is a true and complete description of Personal Property owned by the WLNY Group which shall be transferred to Buyer hereunder. The respective member of the WLNY Group has good, valid and transferable title to each of the Station Assets owned by it free and clear of all Liens, except for Permitted Liens. The Personal Property is available for immediate use in the business or operations of the Station and has been maintained by the WLNY Group in good operating condition and repair (ordinary wear and tear excepted), and will permit the Station to operate in compliance with the terms of the FCC Licenses and the rules and regulations of the FCC in all material respects. Except for the Excluded Assets, the Station Assets constitute all of the properties used in or held for use in the operation of the Station's business and are sufficient for Buyer to operate the Station from and after the Closing Date without interruption and in the ordinary course of business, as it has been conducted by WLNY Group. For purposes of this Agreement, "**Permitted Liens**" means statutory liens for current taxes and other governmental charges not yet due and payable.

3.6 **Real Property.**

(a) **Schedule 3.6** contains a complete and accurate description of all Real Property owned by WLNY Group (the "**Owned Real Property**") and all Real Property leased, licensed or otherwise occupied by WLNY Group (the "**Leased Real Property**"), in either case that is used in the operations of the Station and are to be assigned and transferred to Buyer pursuant to this Agreement. The Leased Real Property and Owned Real Property, together with all right, title and interest of WLNY Group in all buildings, towers, improvements, fixtures and structures thereon shall be referred to collectively as the "**Real Property**". Seller has provided to Buyer true and complete copies of the leases, licenses and other occupancy agreements relating to the Leased Real Property and all amendments and modifications thereto (collectively, the "**Leases**") and has provided to Buyer the last deed of record for the Owned Real Property. WLNY-TV has a valid leasehold interest to the Leased Real Property. The Leased Real Property is, and on the Closing Date will be, available for immediate use by Buyer in the operation of the Station consistent with its current use. Except as set forth on **Schedule 3.6**, (i) there are no parties in possession of any of the Owned Real Property as lessees, subtenants, licensees or tenants at will, (ii) WLNY Group has not granted any oral or written right to any party to lease, sublease, license or otherwise occupy any of the Real Property and (iii) there are no unrecorded contracts or agreements which grant to any third party a right to use or occupy any portion of the Real Property. WLNY Group has not granted to any party an option or right of first refusal to purchase all or any portion of the Owned Real Property. WLNY Group has not subjected the Owned Real Property to any easements, covenants or restrictions not of record or Liens (except for Permitted Liens).

(b) To WLNY Group's knowledge, (i) all appurtenances to and improvements on the Real Property and used in the operations of the Station are in good operating condition and repair, ordinary wear and tear excepted, are constructed in material compliance with all local, state and federal regulations and laws, and have been maintained by WLNY Group consistent with good engineering practices; (ii) except as shown on **Schedule 3.6**, all buildings, structures, improvements and fixtures constructed on the Owned Real Property are constructed and are operated and used in conformance with all "set back" lines, all recorded easements, covenants, and restrictions, and in material compliance with all applicable building, fire, zoning, health and safety laws and codes; and (iii) all of the buildings, structures, towers improvements and fixtures comprising part of the Real Property have legal and practical rights of ingress and egress to and from completed public roads, utility service for telephone, electric and/or gas, and well water and a cesspool sanitary system for the conduct of the business and operations of the Stations as presently conducted. There is no pending or, to WLNY Group's knowledge, threatened condemnation or other legal proceeding or action of any kind against the Owned Real Property and/or title thereto.

(c) Neither Seller nor any affiliate of Seller has engaged in any operations or activities upon, or any use or occupancy of the Owned Real Property, for the purpose of or in any way involving the manufacture, treatment, release, discharge, refining, dumping or disposal of any hazardous or toxic materials on, under, in or about the Owned Real Property. Except as described on **Schedule 3.6**, WLNY Group has no knowledge of the presence at the Owned Real Property or at the Leased Real Property, of any (i) "**Hazardous Substances**" (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended, Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.* or any other applicable federal, state and local environmental law, statute, order, judgment, rule or regulation relating to the pollution or protection of the environment ("**Environmental Laws**") in the soil, surface water or groundwater; or (ii) underground storage tanks, pits or sumps. WLNY Group has no knowledge that the Owned Real Property is the subject of governmental action related to a potential violation of Environmental Laws or liability imposed because of the past or present release or discharge or the threat of present release or discharge; or the storage, treatment, generation or disposal; of Hazardous Substances. WLNY Group has not been notified that any Lien for environmental investigation or remediation has been filed against the Real Property or, to WLNY Group's knowledge, is proposed, threatened or anticipated. WLNY Group does not currently possess any environmental assessments, reports or audits regarding WLNY Group's compliance with Environmental Laws in connection with the Station or the Real Property.

3.7 Assumed Contracts. **Schedule 3.7** lists and describes all of the Assumed Contracts. All Assumed Contracts are in full force and effect, and are valid, binding and enforceable in accordance with their terms. There is not any default by any party thereto or event which, after notice or lapse of time, or both, would constitute such a default such that any party would have the right to terminate such Assumed Contract. WLNY Group is not aware of any intention by any party to any Assumed Contract (i) to terminate such contract or amend the terms thereof, (ii) to refuse to renew the same upon expiration of its term, or (iii) to renew the same upon expiration only on terms and conditions which are more onerous than those pertaining to

such existing contract, where any of the foregoing would be materially adverse to the WLNY Group. Except as set forth on **Schedule 3.7**, WLNY Group has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability and continuation of any of the Assumed Contracts. Those Assumed Contracts that Buyer and Seller have agreed are material to the operation of the Station Assets and the valid assignment of which is a condition to the consummation of the transactions contemplated here by Buyer (the “**Material Contracts**”) are so designated on **Schedule 3.7**. Seller has previously provided to Buyer a true and complete copy of each Assumed Contract, including all amendments, modifications and supplements thereto, and any assignments thereof.

3.8 **Intangible Property.** **Schedule 3.8** is a true and complete list of all copyrights, trademarks, trade names, licenses, patents, permits, privileges, computer software, domain name registrations (including the registered administrative contact email addresses for each domain name), websites, information technology and other similar intangible property rights and interests applied for, issued to or owned by WLNY Group and which are a part of the Station Assets, or under which WLNY Group is licensed or franchised, in each case which are used in the conduct of the business or operation of the Station. All such intangible interests are valid and uncontested, and will be transferred to Buyer at the Closing free and clear of all Liens. To WLNY Group’s knowledge, WLNY Group is not infringing upon any trademarks, trade names, copyrights or similar intellectual property rights owned by any other person or persons, and there is no claim or action pending or, to WLNY Group’s knowledge, threatened, with respect thereto. WLNY Group has not received any notice that any of the intangible property included in the Station Assets is the subject of an outstanding judicial or administrative finding, opinion or office action materially restricting the use thereof or has been adjudged invalid, unenforceable or unregistrable in whole or in part.

3.9 **Insurance.** All of the tangible Personal Property is insured against loss or damage in amounts consistent with the past practices of WLNY Group, and such insurance will be maintained in effect by WLNY Group until the Closing Date. WLNY Group shall maintain in effect until the Closing Date, general public liability insurance in amounts consistent with the past practices of WLNY Group.

3.10 **Employee Information.**

(a) **Schedule 3.10(a)** sets forth a true and complete list, accurate as of the date set forth thereon, of all individuals employed by the Station or by WLNY Group and employed in the operation of the Station (the “**Station Employees**”), including the names, date of hire, current compensation (including wages, salaries and bonus opportunity), employment status (i.e., active, disabled, on authorized leave and reason therefor), department, title, and work location, whether covered by a collective bargaining agreement and whether full-time, part-time, occasional or per-diem.

(b) No condition or event exists or is expected to occur (whether as the result of the execution of this Agreement or the consummation of the transactions contemplated by this

Agreement or otherwise) that will result in any liability to Buyer or any of its affiliates (including successor liability under the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder (“ERISA”) that may be decreed or adjudged by any court, agency or other governmental authority of competent jurisdiction) with respect to any Employee Plan of Seller or its affiliates or any other employee benefit plan within the meaning of Section 3(3) of ERISA sponsored by Seller or any of its affiliates.

(c) **Schedule 3.10(c)** sets forth a correct and complete list of: (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA including, but not limited to, any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability or cafeteria plan, policy or arrangement, (ii) all other employee benefit plans, policies, agreements or arrangements, and (iii) all employment agreements, or bonus or other incentive compensation, stock purchase, equity or equity-based compensation, deferred compensation, change in control, severance, termination, sick leave, vacation, loans, salary continuation, health, life insurance, fringe benefit and educational assistance plan, policies, agreements or arrangements maintained or contributed to or required to be maintained or contributed to by Seller or any of its affiliates for the benefit of any current or former Station Employee or current or former employee employed or previously employed primarily in the operation of the Station or with respect to which the Seller or any of its affiliates has any obligation or liability, contingent or otherwise, for current or former employees, consultants or directors of the Station (collectively, the “**Employee Plans**”). **Schedule 3.10(c)** separately sets forth each Employee Plan which is subject to Title IV of ERISA or is a “multiemployer plan,” as defined in Section 3(37) of ERISA (a “**Multiemployer Plan**”), or is or has been subject to Sections 4063 or 4064 of ERISA.

(d) To the knowledge of WLNY Group, the Employee Plans have been maintained, in all material respects, in accordance with their terms and with all applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (together with the rule and regulations promulgated thereunder, the “**Code**”), and other applicable laws. Buyer has no and will not have any obligation to make any contribution or other payment to any Multiemployer Plan set forth on **Schedule 3.10(c)**.

(e) WLNY Group is not aware of the existence of any governmental inspection, investigation, audit or examination of any matter relating to the Station Employees or to any Employee Plan (other than the FCC’s random EEO audit process, provided that, as of the date of this Agreement, the Station has not been selected for such a random audit), and WLNY Group has not been threatened in writing by any Station Employee regarding any such governmental inspection, investigation, audit or examination. WLNY Group is not aware of the existence of any pending actions, claims or lawsuits arising from or relating to the Employee Plans, (other than routine benefit claims), nor does the WLNY Group have any knowledge of facts that could form the basis for any such claim or lawsuit.

(f) WLNY Group is, and will be, in compliance with the Workers Adjustment and Retraining Notification Act, as amended, and any similar federal, state or local law or regulation.

(g) None of the Employee Plans provide for post-employment life or health coverage for any participant or any beneficiary of a participant, except as may be required under Part 6 of the Subtitle B of Title I of ERISA and at the expense of the participant or the participant's beneficiary.

(h) None of the Station Employees is represented in his or her capacity as an employee of the Station by any labor organization. Seller or any of its affiliates has not recognized any labor organization, nor has any labor organization been elected as the collective bargaining agent of any employees, nor has the Seller or any of its affiliates entered into any collective bargaining agreement or union contract recognizing any labor organization as the bargaining agent of any employees. There is no union organization activity involving any of the employees of the Station pending or, to the knowledge of the Seller or any of its affiliates, threatened, nor has there ever been union representation involving any of the employees of the Station. There is no picketing pending or, to the knowledge of the Seller or any of its affiliates, threatened, and there are no strikes, slowdowns, work stoppages, other job actions, lockouts, arbitrations, grievances or other labor disputes involving any of the employees of the Station pending or, to the knowledge of the Seller or any of its affiliates, threatened.

3.11 **Claims, Legal Actions.** Except as set forth on **Schedule 3.11**, there is no claim, legal action, arbitration, governmental investigation, application or rule making proceeding (other than those of general application to the television broadcast industry as a whole, including the FCC's random EEO audit process, provided that, as of the date of this Agreement, the Station has not been selected for such a random audit), in progress, pending, or, to WLNY Group's knowledge, threatened, against or relating to the WLNY Group, the Station Assets, or the business or operations of the Station, or that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

3.12 **Broadcast Tower.** The Station's tower is: (i) obstruction marked, (ii) lighted, (iii) properly registered with the FCC to the extent required by, and in accordance with, the rules and regulations of the Federal Aviation Administration and the FCC and (iv) met the standards of the applicable spec at the time it was built. The operations of the Station do not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency ("RF") radiation specified in the FCC's rules and regulations concerning RF radiation. To the best of WLNY Group's knowledge, the towers and all of the guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the Station's operations are located entirely on and wholly within the lot limits and metes and bounds of the tower property and do not encroach on any adjoining premises.

3.13. **Cable and Satellite Matters.**

(a) **Schedule 3.13(a)** hereto contains a list of the cable systems and direct broadcast satellite operators on which the Station's signal is carried serving communities in the New York, New York Nielsen Designated Market Area (the "**WLNY Systems**"), including the location of the head end of each system to which the signal of the Station is delivered, the means by which the Station's signal is delivered to each said head end and the channel position of the Station on

each system. For the avoidance of doubt, the parties acknowledge and agree that there may be additional cable systems carrying the Station's signal that are not listed on **Schedule 3.13(a)**. Except as set forth on **Schedules 3.13(a) and 3.13(b)**, the Station is entitled to mandatory carriage pursuant to the FCC's rules on all WLNY Systems, and all such WLNY Systems carry the Station's signal on the broadcast basic tier. WLNY Group has made timely must-carry elections for direct broadcast satellite carriers, DirecTV and Dish Network, providing local-into-local television service in the New York DMA. WLNY Group has made available to Buyer true and complete copies of all must-carry elections covering the period January 1, 2012 to December 31, 2014.

(b) Except as set forth on **Schedule 3.13(b)**, no multi-channel video programming distributor has notified WLNY Group of any signal quality issue or other dispute or failed to respond to a request for carriage, or to the knowledge of WLNY Group, sought any form of relief from carriage of the Station from the FCC. Except as set forth on **Schedule 3.13(b)**, (i) WLNY Group has not received written notice of any multi-channel video programming distributor's intention to delete the Station from carriage or to change the Station's channel position and (ii) the FCC has not granted, and the FCC does not have pending before it, any petition to extend or to reduce or otherwise modify the Station's market for must-carry purposes. Except as set forth in the cable-related agreements identified on Schedule 3.13(b), neither WLNY Group nor the Station has entered into any retransmission consent or copyright indemnification agreements with any cable or satellite operators nor waived or agreed to waive any carriage, channel positioning (except as to the channel positions requested in the Station's must-carry election letters or set forth in **Schedule 3.13(a) and Schedule 3.13(b)**), high definition transmission or other rights under the FCC's rules.

3.14 **Financial Statements.**

(a) Attached as **Schedule 3.14** are: (i) the audited consolidated balance sheets of Seller as at June 30, 2009 and June 30, 2010 and the related audited consolidated statements of income and of cash flows of Seller for the years then ended, (ii) the unaudited consolidated balance sheet of Seller as at June 30, 2011 and the related unaudited consolidated statements of income of Seller for the year then ended, and (iii) the unaudited combined balance sheet of WLNY-TV, WLNY Operations and WLNY LP as at September 30, 2011 and the related combined statement of income of such entities for the 3 month period then ended (such audited and unaudited statements, including, if applicable, the related notes and schedules thereto, are referred to herein as the "**Financial Statements**"). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with generally accepted accounting principles in the United States as of the date hereof ("**GAAP**") consistently applied (except with respect to the unaudited financial statements for normal recurring year-end adjustments that, individually or in the aggregate, would not be material) without modification of the accounting principles used in the preparation thereof throughout the periods presented, and presents accurately and fairly in all material respects the financial position, results of operations and cash flows of Seller, the members of the WLNY Group (as applicable) and the Station as at the dates and for the periods indicated. The Financial Statements do not reflect any unusual or infrequently occurring items.

For the purposes hereof, the unaudited combined balance sheet as at September 30, 2011 is referred to as the “**Balance Sheet**” and September 30, 2011 is referred to as the “**Balance Sheet Date**.”

(b) WLNY Group makes and keeps books, records and accounts which, in reasonable detail, accurately and fairly (i) reflect the transactions and dispositions of its assets and (ii) reflect all items of income and expense and all assets and liabilities required to be reflected therein in accordance with GAAP. WLNY Group maintains systems of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

3.15 **No Undisclosed Liabilities.** WLNY Group has no liabilities (whether or not required under GAAP to be reflected on a balance sheet or the notes thereto) other than those (i) specifically reflected in, fully reserved against or otherwise described in the Balance Sheet or the notes thereto, (ii) incurred in the ordinary course of business since the Balance Sheet Date, or (iii) that are immaterial to WLNY Group.

3.16 **Certain Changes or Events.** Except as expressly contemplated by this Agreement, the Sales Agreement, or as disclosed in **Schedule 3.16**, since the Balance Sheet Date:

(a) WLNY Group has operated the Station in the ordinary course consistent with past practice;

(b) there has not been any damage to, or destruction or loss (whether or not covered by insurance) of, any of the Station Assets;

(c) WLNY Group has not taken any action described in Section 5.1 hereof that if taken after the date hereof and prior to the Closing without the prior written consent of Buyer would violate such provision; and

(d) except for changes resulting from FCC actions of general applicability to the television industry, there has not been any change, event, occurrence or condition of any kind or character that, individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), assets, results of operations or properties of the Station or the conduct and operation of the Station.

3.17 **Taxes.** WLNY Group has, in respect of the business and operations of the Station: (i) timely filed all material tax returns required to have been filed by it under applicable

law and all such Tax Returns are correct and complete in all material respects, (ii) paid all taxes which have become due (whether or not shown on any such tax returns), and (iii) withheld and paid over to the appropriate governmental authority all taxes required to have been withheld and paid over in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party. None of the tax returns filed by or on behalf of WLNY Group with respect to the business of the Station or the Station Assets is currently being audited by any governmental authority, and there are no other examinations, requests for information or other administrative or judicial proceedings pending with respect to taxes of WLNY Group, in each case, that would adversely affect Buyer after Closing. Neither the Internal Revenue Service nor any other governmental authority has asserted any deficiency or claim for additional taxes against, or any adjustment of taxes relating to, WLNY Group that would adversely affect Buyer after Closing.

3.18 **Disclosure.** No representation or warranty made by Seller herein or in any Exhibit or Schedule hereto or any certificate or other document delivered or to be delivered by or on behalf of Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make any such statement contained herein or therein not misleading.

SECTION 4 **REPRESENTATIONS AND WARRANTIES OF BUYER**

As an inducement to Seller to enter into this Agreement, Buyer makes the following representations and warranties to Seller:

4.1 **Existence and Power.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with all requisite corporate power under its organizational documents to enter into and perform this Agreement and the transactions contemplated hereby and to carry on its business as now conducted and as intended to be conducted after the Closing, including its ownership of the Station Assets and operation of the Station.

4.2 **Eligibility of Buyer.** Except as set forth on **Schedule 4.2**, Buyer is legally, financially and technically qualified to be the assignee of the FCC licenses and the owner and operator of the Station under the Communications Act and the rules, regulations and policies of the FCC without the need to request or obtain a waiver of or exception to any FCC rule, regulation or policy.

4.3 **Authorization and Binding Obligation.** This Agreement has been duly executed by Buyer and is a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. The execution, delivery, and performance of this Agreement, and all related agreements and documents contemplated hereby by Buyer have been duly authorized by all necessary corporate actions.

4.4 **Absence of Conflicting Agreements.** Subject to obtaining the FCC Consent and the third party consents identified on **Schedule 3.7** that may be required to assign any of the Assumed Contracts or leases of Leased Real Property to Buyer, the execution, delivery, and performance of this Agreement, and all related agreements and documents contemplated hereby by Buyer (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party; (ii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, rule or regulation of any court or governmental instrumentality; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Station Assets and be the licensee of the Station.

4.5 **Litigation.** There is no outstanding judgment, award, decree, writ or litigation, action, suit, investigation or other proceeding pending or, to Buyer's knowledge, threatened, which would have a material adverse effect on Buyer's ability to perform in accordance with the terms of this Agreement.

4.6 **Disclosure.** No representation or warranty made by Buyer herein or in any Exhibit or Schedule hereto or any certificate or other document delivered or to be delivered by or on behalf of Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make any such statement contained herein or therein not misleading.

SECTION 5 **COVENANTS OF SELLER AND BUYER**

5.1 **Pre-Closing Covenants of Seller.** Except as expressly authorized or limited by this Agreement or the Sales Agreement, or with the prior written consent of Buyer which consent shall not be unreasonably withheld, between the date hereof and the Closing Date, Seller shall, and shall cause the other members of the WLNY Group to:

- (a) operate the Station in the ordinary course of business, consistent with and in accordance with its past practices and consistent with its representations and warranties set forth in this Agreement;
- (b) operate the Station in compliance with the FCC Licenses and the rules and regulations of the FCC, and with all other laws, regulations, rules and orders applicable to the Station and the Station Assets;
- (c) use its commercially reasonable efforts to (A) preserve the present business operations, organization (including officers and Station Employees) and goodwill of WLNY Group (B) preserve the present relationships with persons and entities having business dealings with WLNY Group (including viewers, customers and suppliers);

- (d) maintain (A) all of the assets and properties of, or used by, the WLNY Group in their current condition, ordinary wear and tear excepted, and (B) insurance upon all of the assets and properties of the WLNY Group in such amounts and of such kinds comparable to that in effect on the date of this Agreement
- (e) not sell, convey or encumber any of the Station Assets except for the replacement of items of Personal Property in the ordinary course of business, provided that such items are replaced by items of like kind consistent with WLNY Group's past practices;
- (f) permit Buyer and its representatives and agents reasonable access to the Station and the Station Assets, provided that such access does not disrupt the normal operation of the Station;
- (g) promptly notify Buyer in the event there is any material damage to the Station Assets or interruption to the normal broadcast operations and transmission, of the Station inclusive of over the air and cable/satellite transmissions, including any associated facilities, of which Seller becomes aware, in excess of six (6) hours at any one time;
- (h) promptly notify Buyer in writing if it determines, or has reasonable grounds to believe, that any representation, warranty or covenant of Seller or of Buyer is no longer accurate in any material respect;
- (i) not enter into any new agreements that would be binding on the WLNY Group or Buyer as transferee of the Stations Assets after the Closing without the written consent of Buyer, which consent shall not be unreasonably withheld;
- (j) not create or assume any Liens (other than Permitted Liens) affecting any of the Station Assets;
- (k) use its commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Assumed Contract;
- (l) not terminate, amend or modify the Assumed Contracts or Leases without the consent of Buyer (other than by their express terms); and
- (m) cooperate with Buyer so that Buyer can promptly obtain: (i) a title commitment to issue an ALTA Owners Standard Form B Title Insurance Policy with extended coverage insuring the fee simple interest in the Owned Real Property, free and clear of all encumbrances and Liens (other than the Permitted Exceptions and the Permitted Liens) and (ii) an ALTA survey of the Owned Real Property as of a date subsequent to the date hereof.

5.2 **Control.** Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of WLNY Group as the holder of the FCC Licenses.

5.3 **Post-Closing Covenants.** After the Closing, Seller and Buyer will, and Seller shall cause the other members of the WLNY Group to, take such actions, and execute and deliver to Buyer or Seller, respectively, such further bills of sale, assignments or other transfer or assumption documents as may be necessary to ensure the full and effective transfer of title to the Station Assets to Buyer or the assumption of the Assumed Liabilities by Buyer pursuant to this Agreement. Following the Closing, Buyer shall promptly update the FCC antenna structure registration with respect to the Station's tower located at the Owned Real Property, to reflect Buyer as the new owner with the appropriate contact information.

5.4 **Estoppel Certificates.** Seller shall use commercially reasonable efforts to obtain promptly and deliver to Buyer estoppel certificates in a form reasonably acceptable to Buyer executed by each of the landlords under the Leases and by any of WLNY Group's tenants, licensees or other occupants (other than any affiliate of Buyer) at the Owned Real Property.

SECTION 6

SPECIAL COVENANTS AND AGREEMENTS

6.1 **FCC Consent.** The assignment of the FCC Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC (the "**FCC Consent**"). As soon as practicable but in no event more than ten (10) business days after the date of this Agreement, Buyer and Seller shall file with the FCC an appropriate application for the FCC Consent (the "**Assignment Application**"). The parties shall prosecute the Assignment Application with all reasonable diligence and use their commercially reasonable efforts to obtain the grant of the Assignment Application expeditiously, which such obligation shall include the execution and delivery by the WLNY Group of a tolling agreement or other agreement required by the FCC if such action is necessary or appropriate to remove any impediment to the expeditious grant of the FCC Application. The transfer of the Station Assets hereunder is expressly conditioned upon the grant of the FCC Consent without the imposition of any condition that is materially adverse to Buyer or Seller, and compliance by the parties with any other conditions imposed by the FCC Consent.

6.2 Taxes, Fees and Expenses.

(a) Except as provided for in this Section 6.2, each party shall be solely responsible for all expenses incurred by it in the negotiation and closing of this Agreement. Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance. Except as provided in Section 6.2(b), Buyer shall be responsible for and pay all sales, use, transfer and purchase taxes and fees, if any, arising

out of the transfer of the Station Assets pursuant to this Agreement. Buyer and Seller shall each pay one-half of any filing and other fees payable to the FCC in connection with the filing and grant of the Assignment Application. The taxpayer identification numbers of Buyer and Seller are set forth on **Schedule 6.2**.

(b) Seller shall pay all state and local transfer, documentary stamps and other taxes and charges relating to the transfer of the Owned Real Property as normally paid by sellers of real property in the State of New York. Buyer shall pay all taxes and charges normally paid by buyers of real property in the State of New York including, without limitation, the Peconic Bay Region Tax, as well as any mortgage taxes and mortgage recording fees, and all standard title insurance fees and premiums.

6.3 **Risk of Loss.**

(a) The risk of any loss, damage or impairment, confiscation or condemnation (a "Loss") of any of the Station Assets from any cause whatsoever shall be borne by Seller at all times prior to the Effective Time. In the event of any such Loss, the proceeds of any claim for Loss payable under any insurance policy, judgment or award with respect thereto shall be applied to repair, replace or restore such Station Assets to their prior condition as soon as possible after such Loss. The risk of any Loss of any of the Station Assets from any cause whatsoever shall be borne by Buyer at all times after the Effective Time.

(b) In the event of any damage or destruction of the Station Assets which prevents signal transmission by the Station either over the air or via cable or satellite transmission in the normal and usual manner and Seller cannot restore or replace the Station Assets so that such conditions are cured and normal and usual transmission is resumed before the Closing, Buyer may, at its option, either (i) proceed to close this Agreement and complete the restoration and replacement of such damaged Station Assets after the Closing, in which event Seller's only obligation to Buyer shall be to deliver to Buyer all insurance proceeds received relating to the Station Assets and arising from the event causing such damage or destruction; or (ii) postpone Closing for a period of up to ninety (90) days to allow Seller to complete the restoration and replacement of such damaged Station Assets prior to Closing, in which event Seller's obligations will be fulfilled upon completion of the restoration and replacement of such damaged Station Assets to Buyer's reasonable satisfaction; if such repairs and restoration is not completed within such period, Buyer shall then have the right to terminate this Agreement in writing.

6.4 **Broker's Commission.** Seller shall be solely responsible for the payment of any fees or compensation due to its consultant, Daroth Capital Partners. Each of Seller and Buyer represent that it has not engaged any other third party to act as a finder, broker, agent, consultant or in a similar capacity in connection with this Agreement and the transactions contemplated hereby. Each of Seller and Buyer agree to indemnify and hold harmless the other with respect to any claim for a finder's, consultant's, broker's or similar commission or fee made by any such third party on the basis of the conduct of Seller or Buyer.

6.5 Commercially Reasonable Efforts to Close; Notification.

(a) Upon the terms and subject to the conditions contained herein, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as expeditiously as practicable and to ensure that the conditions set forth in Section 7 are satisfied.

(b) Each party shall notify the other party of the initiation or threatened initiation of any litigation, arbitration or administrative proceeding that challenges the transactions contemplated hereby, including any challenges to the Assignment Application. Each party shall notify the other party of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Each party shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation and prosecution of any governmental filing hereunder.

6.6 Confidentiality. Other than filings and announcements required by the FCC to be made, Seller and Buyer acknowledge and agree that no news release or other public announcement pertaining to the transactions contemplated by this Agreement or the existence of this Agreement will be made by or on behalf of any party hereto without the prior written approval of the other party (such consent not to be unreasonably withheld or delayed). On and after the Closing Date, the parties and their affiliates will hold, and will cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the parties and their affiliates and the operation of the Station.

6.7 Assignment of Contracts and Rights. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Station Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Station Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement until such consent is obtained. Except for the consents that are required to the assignment of the Material Contracts to Buyer, which shall be obtained by Seller prior to Closing, if such consent is not obtained prior to the Closing Date, Seller shall use its commercially reasonable efforts for a reasonable period of time to obtain such consent as soon as possible after the Closing Date. In addition, with respect to any Assigned Contract with respect to which a required consent has not been obtained prior to Closing, (a) Seller and Buyer will cooperate in a mutually agreeable arrangement under which Seller will obtain for Buyer the benefits under such Station Asset, and, to the extent of the benefits received, Buyer will assume the obligations thereunder in accordance with this Agreement and such Station Asset, including sub-contracting, sub-licensing, occupancy and/or use agreements or sub-leasing to Buyer and enforcement by Seller for the benefit of Buyer of any and all rights of such Seller against a third

party thereto, (b) Seller will promptly pay to Buyer when received all monies received by Seller under any Station Asset or any claim or right or any benefit arising thereunder, and (c) Buyer will promptly pay to Seller all monies due to third parties under any Station Asset in accordance with the terms of this Agreement. With respect to domain names being transferred to Buyer, Seller will ensure that the administrative contact will make timely and complete responses to emails from the Buyer or its agent at or after the Closing to enable the transfer of the domain name registrations to Buyer.

6.8 Owned Real Property Matters.

(a) “As Is” Condition Of Owned Real Property. Subject to 6.8(b), Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, neither WLNY Group nor any agent, officer, employee, consultant or other person representing or purportedly representing WLNY Group has made, and WLNY Group is not liable for or bound by, any express or implied warranties, guaranties, promises, statements, or representations pertaining to the physical condition of the Owned Real Property, its zoning, the income, state of title, expenses and operation thereof, the uses which can be made of the same or any other matter or thing with respect thereto. Except as expressly set forth in this Agreement, the Owned Real Property is being conveyed to Buyer in its “AS IS” condition as of the date hereof.

(b) Environmental Inspection. Buyer may at its expense conduct environmental reviews of the Owned Real Property within 75 days after the date of this Agreement. Buyer shall provide a copy of any and all reports it obtains in connection with such environmental review to Seller, promptly after its receipt of same. If any such environmental review discloses a violation of, or condition requiring remediation under, applicable Environmental Laws at any of the Owned Real Property (an “**Environmental Condition**”), then Buyer shall notify Seller, in writing, no later than the close of business on the fifth (5th) business day following completion of such environmental review (which may include “Phase II” tests) of such Environmental Condition, which notice from Buyer shall set forth that amount which has been reasonably determined in good faith by Buyer’s environmental consultant (who shall be an environmental engineer licensed to do business in the State of New York) to remediate such Environmental Condition (the “**Remediation Estimate**”), and the following shall apply:

- (i) If such Environmental Condition, in the aggregate, has a Remediation Estimate equal to or less than \$500,000 (the “**Environmental Threshold Amount**”), then Seller shall remediate such Environmental Condition in all material respects prior to Closing, and completion of such remediation shall be a condition to all of Buyer’s obligations at Closing.
- (ii) If such Environmental Condition has a Remediation Estimate greater than the Environmental Threshold Amount, then Seller shall notify Buyer, in writing, within fifteen (15) days after Buyer’s delivery of written notice of such Environmental Condition of its election to either:

A. remediate such Environmental Condition in all material respects prior to Closing, and completion of such remediation shall be a condition to all of Buyer's obligations at Closing; or

B. not remediate such Environmental Condition.

(iii) Within fifteen (15) days after Buyer's receipt of notice of Seller's election to not remediate pursuant to Section 6.8(b)(ii)B above, Buyer shall notify Seller of its election to either:

A. proceed to Closing, in which case the Basket set forth in Section 10.4 shall be reduced by the amount of the Remediation Estimate (and Seller shall have no other obligation in connection therewith); or

B. terminate this Agreement upon written notice to Seller.

(iv) If such Environmental Conditions, in the aggregate, has Remediation Estimate of \$5,000,000 or more, and Seller has elected to remediate the Environmental Condition pursuant to Section 6.8(b)(ii)A above, then within five (5) business days after Buyer's receipt of Seller's notice of its election to remediate, Buyer may terminate this Agreement on written notice to Seller. Notwithstanding the foregoing, in the event that Seller objects to the Remediation Estimate of Buyer's environmental consultant, then Seller may obtain, as soon as practicable, at Seller's sole cost and expense its own estimate from an environmental consultant licensed to do business in New York State. In the event that Seller's consultant's estimate is less than the Remediation Estimate of the Buyer by a material amount and the parties are unable to agree in a reasonably prompt time frame to the final remediation cost, then the parties shall obtain a third estimate from a third consultant licensed to do business in New York State jointly agreed upon by the Seller's and Buyer's consultants. The estimate of the third environmental consultant shall be binding upon the parties. In the event of such a dispute, the Buyer shall not have the right to terminate this Agreement nor shall it be compelled to consummate the Closing until such dispute has been resolved.

(v) Any remediation by Seller hereunder shall be performed in compliance with all applicable Environmental Laws and Seller shall obtain all necessary approvals from governmental authorities with jurisdiction over such remediation work to the extent necessary or required under applicable law.

(c) **Tower Inspection.** Buyer may at its expense hire an independent, qualified engineering firm to conduct an inspection of the Station's tower. Such inspection shall be completed and the results provided to Seller within thirty (30) days of the date of this Agreement.

(d) **Insurance.** Seller hereby authorizes Buyer and its agents to enter upon the Owned Real Property to perform any and all of the inspections and tests referred to in this Article, provided that prior to any such entry, Buyer and each such entering agent shall have

delivered to Seller, upon request, a certificate of insurance indicating that the agent shall have in place liability insurance naming Seller as an additional insured in an amount of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate. All entry shall be during reasonable business hours and after reasonable prior notice to Seller, except in an emergency. All entry shall be at the sole risk and expense of Buyer, its employees, agents, servants, representatives and contractors.

(e) **Entry Indemnity.** Buyer agrees to indemnify and hold Seller harmless from any damage or injury to persons or the Owned Real Property, and any claim, action or damage arising out of or in connection with Buyer or its contractors, agents, representatives, servants or employees during their entry upon the Owned Real Property, except as result of the negligence of Seller. Buyer agrees that, except with the prior written consent of the Seller, there shall be no invasive testing of the Owned Real Property. Buyer agrees to restore the Owned Real Property to its condition prior to Buyer accessing same.

(f) **Confidential Information.** Buyer agrees to treat all information received with respect to the Owned Real Property and not otherwise in the public domain, whether such information is obtained from Seller or from Buyer's own due diligence investigations, in a confidential manner. Buyer shall not disclose any such information to any third parties other than such disclosure to (a) Buyer's counsel, members, consultants, contractors, employees, agents, representatives, accountants and advisers as may be required in connection with the transactions contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement), or (b) any governmental agency to whom disclosure is required by any applicable state or federal laws or subpoena.

6.9 **Employee Matters.**

(a) Prior to the effective time of the Sales Agreement, Buyer shall review and interview those Station Employees providing sales services to the Station (the "**Sales Employees**"), and thereafter make offers of employment to those Sales Employees identified by Buyer on a schedule to be delivered to Seller no later than three business days prior to the effective time of the Sales Agreement, to commence such employment immediately upon the effective time of the Sales Agreement. Each such offer of employment shall be at a comparable compensation and position as outlined in the Employee Census document dated November 30, 2011 provided by Seller to Buyer and shall include participation in the retirement, welfare, fringe, compensation, or incentive plans, policies, agreements or arrangements that are made available to similarly-situated employees of the Buyer pursuant to the terms of such plans, policies, agreements or arrangements; provided, however, neither Buyer nor any affiliate of Buyer shall be required to establish any welfare, fringe, compensation, or incentive plan, policy, agreement or arrangement not already in effect at the effective time of the Sales Agreement, or to prevent the modification or termination of any such plan, policy, agreement or arrangement in accordance with its terms. Seller shall terminate, and Buyer shall hire, effective as of the effective of the Sales Agreement, the Sales Employees who accept Buyer's offer of employment.

(b) Prior to the Closing, Buyer shall review and interview those Station Employees who are not Sales Employees (the “**Non-Sales Employees**”), and thereafter make offers of employment to those Non-Sales Employees identified by Buyer on a schedule to be delivered to Seller no later than three business days prior to the Closing Date, to commence such employment immediately after Closing. Each such offer of employment shall be at a comparable compensation and position as outlined in the Employee Census document dated November, 30 2011 provided by Seller to Buyer and shall include participation in the retirement, welfare, fringe, compensation, or incentive plans, policies, agreements or arrangements that are made available to similarly-situated employees of the Buyer pursuant to the terms of such plans, policies, agreements or arrangements; provided, however, neither Buyer nor any affiliate of Buyer shall be required to establish any welfare, fringe, compensation, or incentive plan, policy, agreement or arrangement not already in effect at the effective time of the Sales Agreement, or to prevent the modification or termination of any such plan, policy, agreement or arrangement in accordance with its terms. Seller shall terminate, and Buyer shall hire, effective as of Closing, the Non-Sales Employees who accept Buyer’s offer of employment.

(c) For the purposes hereof, all Station Employees who accept Buyer’s offer of employment and commence employment with Buyer are hereinafter referred to collectively as the “**Transferred Employees.**” All other Station Employees are hereinafter referred to collectively as the “**Non-Transferred Employees.**” The “**Employment Commencement Date**” as referred to herein shall mean the date that a Transferred Employee commences employment with Buyer.

(d) Seller agrees to use commercially reasonable efforts to facilitate the transition of the Transferred Employees to service with Buyer. Such reasonable efforts shall include affording Buyer reasonable opportunities prior to the applicable Employment Commencement Date to review employment records, as permitted by law, of the Station Employees, to interview the Station Employees during normal working hours (so long as such interviews do not unreasonably interfere with the operation of the Station) and to distribute to the Station Employees forms and documents relating to employment with Buyer.

(e) Except as prohibited by law, after the applicable Employment Commencement Date, Seller shall deliver to Buyer originals or copies of all personnel files and records (excluding, if any, medical records) related to the Transferred Employees, and Seller shall have reasonable continuing access to such files and records thereafter.

(f) With respect to each Transferred Employee: (i) Seller shall be solely responsible for: (y) claims for medical and dental benefits, disability benefits, life insurance benefits and workers compensation that are incurred prior to the Employment Commencement Date; and (z) claims related to “COBRA” coverage attributable to “qualifying events” occurring prior to the Employment Commencement Date; in each case with respect to any Transferred Employees and their beneficiaries and dependents; and (ii) Buyer shall be solely responsible for: (y) medical and dental benefits, disability benefits, life insurance benefits and workers compensation benefits for claims incurred from and after the Employment Commencement Date for Transferred Employees; and (z) claims relating to “COBRA” coverage attributable to “qualifying events” occurring from and after the Employment Commencement Date; in each case with respect to any

Transferred Employees and their beneficiaries and dependents. For purposes of the foregoing, a medical/ dental claim shall be considered incurred when the medical services are rendered or medical supplies are provided, and not when the condition arose. A life insurance claim shall be considered incurred on the date of death. A workers compensation claim shall be considered incurred on the date of the injury or condition giving rise to the claim. A disability claim shall be deemed to be incurred when the employee is declared disabled under the terms of the applicable disability plan.

(g) To the extent permitted under Buyer's plans and subject to the requirements of Buyer's plan administrator, (i) Buyer shall cause all Transferred Employees to be eligible to participate in its "employee welfare benefit plans" (as defined in Section 3(1) of ERISA) and its "defined contribution plans" (as defined in Section 414(i) of the Code) to the extent Buyer's similarly-situated employees are generally eligible to participate, (ii) all Transferred Employees and their spouses and dependents shall be eligible for coverage immediately after the Employment Commencement Date (and shall not be excluded from coverage under any employee welfare benefit plan that is a group health plan on account of any pre-existing condition, as long as such condition is covered under Buyer's group health plan), (iii) for purposes of any length of service requirements, waiting periods, vesting periods or differential benefits based on length of service in any such employee welfare benefit plans (including any severance plans or policies) and defined contribution plans for which Transferred Employees may be eligible after Closing, Buyer shall ensure, to the extent permitted by applicable law (including ERISA and the Code), that service with Seller (as shown on **Schedule 3.10(a)**) shall be deemed to have been service with Buyer, and (iv) Buyer shall cause its defined contribution plans to accept individual rollover contributions from the Transferred Employees of any account balances distributed to them by Seller's 401(k) plan or any 401(k) plan of Seller's affiliates to the extent permissible under applicable law. The distribution and rollover described herein shall comply with applicable law, and each party shall make all filings and take any actions required of such party by applicable law in connection therewith.

(h) Seller agrees that Buyer shall not assume or be liable for any obligations or liabilities whatsoever in relation to the Non-Transferred Employees.

6.10 **No Shop**. From the date hereof until the earlier of Closing or termination of this Agreement, neither Seller nor any affiliate, agent or representative of Seller shall directly or indirectly (a) solicit, initiate or encourage submission or accept any proposal or offer from any person or entity relating to any acquisition or purchase of any material Station Asset (each an "**Acquisition Proposal**"), or (b) participate in any discussions or negotiations regarding, furnish to any person or entity any information with respect to, or otherwise assist, facilitate, encourage or participate in or cooperate with, any effort or attempt by any person or entity to make or effect an Acquisition Proposal.

6.11 **Owned Real Property**

(a) Seller shall deliver, and Buyer shall accept such good and marketable title to the Owned Real Property as any title company or agent thereof licensed to do business in the State of

New York (the "Title Company") shall be willing to approve and insure in accordance with the current form of ALTA Owners Standard Form B Title Insurance Policy with extended coverage, subject only to the matters set forth on Schedule 6.11(a) (collectively, the "Permitted Exceptions").

(b) Seller may, at Closing, satisfy any Lien which Seller is obligated or elects to cure hereunder from Seller's own funds or from the Purchase Price, and may direct Buyer's Title Company, to make payment directly to third parties for such purpose.

(c) Seller acknowledges that Buyer has obtained a commitment for title insurance from Chicago Title Insurance Company, dated October 26, 2011 and bearing Title # 3811-00112 (the "Title Report") from the Title Company and delivered a copy of such Title Report to Seller, together with all underlying documents referenced therein. Buyer shall instruct the Title Company to deliver directly to Seller's counsel copies of any updates or continuations of and any supplements to the Title Report within three (3) days after the issuance of each update, continuation or supplement to the Title Report. Buyer shall have the right to conduct an ALTA survey of the Owned Real Property ("Survey"). In the event Buyer commissions the aforesaid Survey, Buyer shall deliver a copy of same to Seller within ten (10) business days after receipt thereof (but in no event later than seventy-five (75) days after the date of this Agreement).

(d) Reasonably promptly after delivery of such Title Report, Survey, update, continuation, and/or supplement (and, in all events, within ten (10) business days after receipt thereof), Buyer's counsel shall deliver to Seller's counsel a written statement ("Defect Notice") setting forth any objections to title defects set forth in the Title Report or Survey for the Owned Real Property or set forth in the update(s), continuation(s) or supplement(s) thereto (collectively, the "Title Defects"). No Permitted Exception shall constitute a Title Defect, and Buyer shall not include any such Permitted Exception as a Title Defect in the Defect Notice. In the event Buyer does not deliver the Defect Notice within the aforesaid time period, Buyer shall be deemed to have waived the particular Title Defects appearing in such Title Report, Survey, update(s), continuation(s) or supplement(s) thereto, as the case may be, and to have accepted title to the Owned Real Property subject to such Title Defects and Permitted Exceptions.

(e) If Buyer timely notifies Seller of any Title Defects in accordance with the provisions hereof, Seller shall make a good faith diligent effort to cure and remove such Title Defects no later than Closing so that Seller is able to deliver title to the Owned Real Property to Buyer without such Title Defects; provided, however, that Seller shall not be required to bring any action or proceeding, or take any steps, or otherwise incur any expense which is in excess of which Seller reasonably believes will be in excess of \$250,000 to remove any Title Defect (other than the payment of any mortgage, deed of trust or other security interest of that nature which any member of WLNY Group provided in connection with a loan transaction). If for any reason Seller is unable or is not otherwise required to remove any such Title Defect as of the Closing Date, Seller shall promptly so notify Buyer and its counsel in writing. If Buyer determines not to take title to the Owned Real Property subject to such Title Defect, Buyer shall notify Seller, within ten (10) business days of its receipt of such notice, that it is terminating this Agreement in accordance with the notice provisions hereof. If Buyer does not deliver such notice within the

aforesaid time period, Buyer shall be deemed to have elected to perform all of Buyer's obligations hereunder and to accept title to the Owned Real Property, subject to such Title Defects and all Permitted Exceptions, without any abatement of the Purchase Price or other liability therefor on the part of Seller.

(f) Seller shall, upon request, deliver to the Title Company a standard form of owner's affidavit with respect to the Owned Real Property.

(g) If the Title Report discloses judgments or other returns against other person having names the same as or similar to that of Seller, Seller shall, upon request, deliver to the Title Company an affidavit showing that such judgments or other returns are not against Seller.

6.12 **Services Agreement.** If requested by Buyer, Seller shall cause the applicable member or members of the WLNY Group to enter into an agreement with Buyer to provide Buyer with certain transition services from and after the Closing, on terms and conditions to be mutually agreed upon by the parties acting reasonably and in good faith.

6.13 **Lease.** Effective as of Closing, Buyer and Seller (or an affiliate of Seller) shall enter into a lease agreement with respect to the space at 270 South Service Road, Melville, NY, which lease agreement shall incorporate the terms and conditions set forth in **Schedule 6.13** and otherwise shall be in form and substance mutually satisfactory to Buyer and Seller (the "**Lease Agreement**").

6.14 **Minimum Net Worth.** Seller agrees to maintain a minimum amount of assets, net of all liabilities, of at least \$10,000,000, valued in accordance with GAAP and consistent with the methodology used in the preparation of the Financial Statements ("**Minimum Assets**"), for a period of two (2) years from and after the Closing. Such Minimum Assets shall be maintained in the form of Cash and Cash Equivalents and/or Investments in Securities, as those terms are used in the Financial Statements.

6.15 **Limited Guarantees.**

(a) If Seller is in breach of Section 6.14 hereof, Pascucci agrees to be personally liable for, and guarantees the due and punctual performance of, the obligation of Seller to indemnify and pay Buyer for all Claims in accordance with Sections 10.1 and 10.4 of this Agreement.

(b) CBS guarantees the due and punctual performance of the obligation of Buyer to (i) pay the Purchase Price in accordance with Section 2.1 of this Agreement, and (ii) indemnify and pay Seller for all Claims in accordance with Sections 10.2 and 10.4 of this Agreement.

SECTION 7
CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER

7.1 **Conditions to Obligation of Buyer to Close.** All obligations of Buyer at the Closing hereunder are subject to the fulfillment prior to and at the Closing of each of the following conditions, any of which may be waived by Buyer in writing at or prior to the Closing:

- (a) **Representations and Warranties.** The representations and warranties of Seller (i) that are qualified by materiality shall be true and correct and (ii) that are not qualified by materiality shall be true and correct in all material respects, in each case as of the date of this Agreement and at and as of the Closing Date as though such representations and warranties were made at and as of such time.
- (b) **Covenants and Conditions.** Seller shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (c) **Licenses.** WLNY LP shall be the holder of the FCC Licenses and there shall not have been any modification of any of such licenses which has a material adverse effect on the Station or the business or operations of the Station.
- (d) **FCC Consent.** The FCC Consent shall have been granted and shall have become a Final Order and shall contain no provision materially adverse to any of Buyer, Buyer's affiliates or the Station. "Final Order" means an action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (b) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.
- (e) **Third-Party Consents.** All Material Contracts (as defined in Section 3.7 and identified on **Schedule 3.7**) shall be in full force and effect on the Closing Date. Seller shall have obtained and shall have delivered to Buyer all third-party consents that are required to the assignment of the Material Contracts to Buyer.
- (f) **Adverse Proceedings.** No action, suit, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, Seller or Buyer which: (i) renders it unlawful, as of the Closing Date, to close the transactions contemplated by this Agreement in accordance with its terms; (ii) declares invalid or illegal the transactions contemplated hereby; (iii) enjoins the closing of the transactions contemplated hereby; (iv) awards material damages on account of the consummation of any transaction contemplated hereby; or (v) is a petition of bankruptcy by or against Seller, an assignment by Seller for the benefit of its creditors, or other similar proceeding.

- (i) **Deliveries.** Seller shall have made all the deliveries to Buyer set forth in Section 8.2.

7.2 **Conditions to Obligation of Seller to Close.** All obligations of Seller at the Closing hereunder are subject to the fulfillment prior to and at the Closing of each of the following conditions, any of which may be waived by Seller in writing at or prior to the Closing:

- (a) **Representations and Warranties.** The representations and warranties of Buyer (i) that are qualified by materiality shall be true and correct and (ii) that are not qualified by materiality shall be true and correct in all material respects, in each case as of the date of this Agreement and at and as of the Closing Date as though such representations and warranties were made at and as of such time.
- (b) **Covenants and Conditions.** Buyer shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (c) **Adverse Proceedings.** No action, suit, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which: (i) renders it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) declares invalid or illegal the transactions contemplated hereby; (iii) enjoins the transactions contemplated hereby; (iv) awards material damages on account of the consummation of any transaction contemplated hereby; or (v) is a petition of bankruptcy by or against Buyer, an assignment by Buyer for the benefit of its creditors, or other similar proceeding.
- (d) **FCC Consent.** The FCC Consent shall have been granted and shall contain no provision materially adverse to the WLNY Group.
- (e) **Deliveries.** Buyer shall have made all the deliveries set forth in Section 8.3.

7.3 **Frustration of Closing Conditions.** Neither Seller nor Buyer may rely on the failure of any condition set forth in Section 7.1 or Section 7.2, as the case may be, if such failure was caused by such party's failure to comply with any provisions of this Agreement.

SECTION 8

CLOSING AND CLOSING DELIVERIES

8.1 **Closing.** Subject to Section 9.1, this Agreement shall be consummated by Buyer and Seller ("**Closing**") at a mutually agreeable location, on the date that is the fifth (5th) business day following the date upon which the FCC Consent becomes a Final Order, unless such requirement shall have been waived by Buyer in its sole discretion, in which event, the Closing shall occur on the date that is the fifth (5th) business day following the date on which the Buyer

waives such requirement (the “**Closing Date**”), provided that each of the other conditions to Closing set forth in Section 7 has been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time). Alternatively, the Closing may take place at such other time or date as the parties may mutually agree in writing. The effective time of the closing shall be 12:01 a.m., local Station time, on the Closing Date (the “**Effective Time**”).

8.2 **Deliveries by Seller.** Prior to or on the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

- (a) **Transfer Documents.** Duly executed bills of sale, assignments, and other transfer documents (including a Bargain and Sale Deed with Covenants against Grantor’s Acts, and the other the Real Estate Transfer Documents listed in Section 8.2(e) of this Agreement), sufficient to vest good and marketable title to the Station Assets in the name of Buyer free and clear of all Liens, except for Permitted Liens, and with respect to the Owned Real Property, subject to Permitted Exceptions.
- (b) **Officer’s Certificate.** A certificate, dated as of the Closing Date and executed by a duly authorized officer of Seller, certifying that (i) the representations and warranties of Seller (A) that are qualified by materiality are true and correct and (B) that are not qualified by materiality are true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date as though made on and as of that date, and (ii) Seller has, in all material respects, performed its obligations and complied with its covenants set forth in this Agreement to be performed and complied with prior to or on the Closing Date.
- (c) **Corporate Resolutions.** Certified resolutions of Seller approving the execution of this Agreement, and all related agreements and documents, and the delivery of the closing documents provided for hereunder.
- (d) **Transition Services Agreement.** A duly executed Transition Services Agreement, in accordance with Section 6.12.
- (e) **Real Estate Transfer Documents.**
 - (i) A Bargain and Sale Deed with Covenants against Grantor’s Acts duly executed by the WLNY-TV and subject only to the Permitted Exceptions and other requirements of this Agreement;
 - (ii) New York TP-584 and RP 5217 forms duly executed by WLNY-TV;
 - (iii) A FIRPTA affidavit indicating that WLNY-TV is not a "foreign person", as such term is defined in the Internal Revenue Code, as amended; and

- (iv) Form 1099.
- (g) **Trademark Assignment.** A trademark assignment substantially in the form attached as Exhibit B.
- (h) **Lease.** A duly executed Lease Agreement as contemplated by Section 6.13.

8.3 **Deliveries by Buyer.** Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

- (a) **Purchase Price.** The Purchase Price for the Station Assets delivered to Seller in accordance with Section 2.1 of this Agreement.
- (b) **Assumption Agreements and Transfer Documents.** Appropriate transfer documents (including the Real Estate Transfer Documents listed In Section 8.3(e) of this Agreement) and appropriate assumption agreements pursuant to which (i) Buyer shall assume and undertake to perform Seller's obligations under the FCC Licenses and all other governmental licenses and authorizations, (ii) the Assumed Contracts arising on and after the Closing, and (iii) the assumed lease for the Leased Real Property.
- (c) **Buyer's Certificate.** A certificate, dated as of the Closing Date and executed by a duly authorized officer of Buyer, certifying (i) that the representations and warranties of Buyer (A) that are qualified by materiality are true and correct and (B) that are not qualified by materiality are true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date as though made on and as of that date, and (ii) that Buyer has, in all material respects, performed its obligations and complied with its covenants set forth in this Agreement to be performed or complied with on or prior to the Closing Date.
- (d) **Transition Services Agreement.** A duly executed Transition Services Agreement, in accordance with Section 6.12.
- (e) **Real Estate Transfer Documents.** New York TP-584 and RP 5217 forms duly executed by Buyer.
- (f) **Lease.** A duly executed Lease Agreement as contemplated by Section 6.13.

SECTION 9 RIGHTS OF BUYER AND SELLER ON TERMINATION OR BREACH

9.1 **Termination Rights.** This Agreement may be terminated by either Buyer or Seller (as applicable) by written notice to the other party upon the occurrence of any of the

following events or conditions, provided that, the terminating party is not then in material breach or default of any provision of this Agreement:

- (a) if there shall be in effect any law or judgment, decree or order (which is final and non-appealable) that would prevent or make unlawful the Closing of this Agreement;
- (b) if the Assignment Application shall be set for hearing by the FCC for any reason;
- (c) if the Closing has not occurred within eighteen (18) months after the date of this Agreement;
- (d) by Buyer, pursuant to Section 6.3, Section 6.8 or Section 6.11(e);
- (e) by Buyer, if Seller is in material breach or default of this Agreement and fails to cure such material breach or default within thirty (30) days of receipt of written notice from Buyer of the substance of Seller's material breach, or if Seller does not perform in all material respects the obligations to be performed by it under this Agreement on the Closing Date; or
- (f) by Seller, if Buyer is in material breach or default of this Agreement and fails to cure such material breach or default within thirty (30) days of receipt of written notice from Seller of the substance of Buyer's material breach, or if Buyer does not perform in all material respects the obligations to be performed by it under this Agreement on the Closing Date.

9.2 Specific Performance.

(a) If this Agreement is terminated and neither party hereto is in material breach or default of any provision of this Agreement, the parties hereto shall not have any further liability to each other.

(b) If Seller is in default or in breach of any provision of this Agreement, Buyer shall be entitled, at its option, to seek specific performance to compel Seller to close on the sale of the Station Assets to Buyer pursuant to the terms and conditions of this Agreement or to seek damages. In the event Buyer elects specific performance as a remedy, Seller agrees that specific performance is an appropriate remedy due to the unique nature of the Station Assets and the business made possible thereby, and agrees that it will not contest any such action on the ground that an adequate remedy at law exists, and, as a condition to seeking specific performance, Buyer shall not be required to have tendered the Purchase Price, but shall be ready, willing and able to do so. In addition, Seller agrees that Buyer shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security or make any undertakings. In the event Buyer prevails in any such action for specific performance, Buyer shall also be entitled to payment of reasonable attorneys' fees.

(c) If Buyer is in default or in breach of any provision of this Agreement, Seller shall be entitled, at its option, to seek specific performance to compel Buyer to close on the sale of the Station Assets pursuant to the terms and conditions of this Agreement or to seek damages. In the event Seller elects specific performance as a remedy, Buyer agrees that specific performance is an appropriate remedy due to the unique nature of the Station Assets and the business made possible thereby, and agrees that it will not contest any such action on the ground that an adequate remedy at law exists. In addition, Buyer agrees that Seller shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security or make any undertakings. In the event Seller prevails in any such action for specific performance, Seller shall also be entitled to payment of reasonable attorneys' fees.

SECTION 10 **INDEMNIFICATION**

10.1 **Buyer's Right to Indemnification.** Seller shall indemnify and hold harmless Buyer, its affiliates, shareholders, directors, officers, employees, agents, successors and assigns from and against and in respect of, and to reimburse them for, any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorneys' fees and expenses (together, "**Claims**"), incurred or suffered by such parties arising out of, based upon or resulting from:

- (a) any breach of any of its representations or warranties contained in this Agreement, any Ancillary Agreement or in any other certificate or document delivered pursuant hereto and thereto;
- (b) any breach or nonfulfillment of its agreements or covenants under the terms of this Agreement or any Ancillary Agreement or in any other certificate or document delivered pursuant hereto and thereto; and
- (c) all Retained Liabilities.

10.2 **Seller's Right to Indemnification.** Buyer shall indemnify and hold harmless Seller, its affiliates, shareholders, directors, officers, employees, agents, successors and assigns from and against and in respect of, and to reimburse them for, any and all Claims incurred or suffered by such parties arising out of, based upon or resulting from:

- (a) any breach of any of its representations or warranties contained in this Agreement, any Ancillary Agreement or in any other certificate or document delivered pursuant hereto and thereto;
- (b) any breach or nonfulfillment of its agreements or covenants under the terms of this Agreement or any Ancillary Agreement or in any other certificate or document delivered pursuant hereto and thereto; and
- (c) all Assumed Liabilities.

10.3 **Conduct of Proceedings.** If any claim, action, suit or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise (an “**Indemnification Proceeding**”), the party who seeks indemnification (the “**Indemnified Party**”) shall give written notice thereof to the other party (the “**Indemnitor**”) promptly after the Indemnified Party learns of the existence of such Indemnification Proceeding; provided, however, that the Indemnified Party’s failure to give the Indemnitor such notice shall not bar the Indemnified Party’s right to indemnification except to the extent such failure has prejudiced the Indemnitor’s ability to defend the Indemnification Proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such Indemnification Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such Indemnification Proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such Indemnification Proceeding; provided further that the Indemnitor shall not settle, or consent to entry of any judgment in any Indemnification Proceeding without obtaining a release of the Indemnified Party from all liability in respect of the Claims underlying such Indemnification Proceeding. If the Indemnified Party does not consent to a bona fide offer of settlement made by a third party and the settlement involves only the payment of money, then the Indemnitor may, in lieu of a payment of that amount to such third party, pay that amount to the Indemnified Party. After such payment to the Indemnified Party, the Indemnitor shall have no further liability with respect to that claim or Indemnification Proceeding and the Indemnified Party shall assume full responsibility for the defense, payment or settlement of such claim or Indemnification Proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such Proceeding within thirty (30) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

10.4 **Limitations.** The parties shall have no liability for indemnification under Section 10.1(a) and 10.2(a) above (other than with respect to the Fundamental Representations) unless and until, subject to Section 6.8(b), the aggregate amount of claims asserted by Buyer or Seller pursuant to Section 10.1(a) or 10.2(a) above exceeds \$550,000 (the “**Basket**”), after which point the Indemnitor will be obligated to indemnify the Indemnified Party for the amount of such claims in excess of \$275,000. The maximum aggregate liability of Seller or Buyer for indemnification under Section 10.1(a) and 10.2(a) above (other than with respect to the Fundamental Representations) shall be \$10,000,000, other than with respect to Claims arising as a result of fraud or willful misconduct.

SECTION 11 **MISCELLANEOUS**

11.1 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New York, but without regard to the choice of laws

provisions thereof, and any action or proceeding arising out of this Agreement shall be brought and maintained in New York County, New York, without any regard to any conflict of law provisions. Buyer and Seller consent to the exclusive jurisdiction of courts located in New York County, New York. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

11.2 **Headings; Rules of Construction.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement. The parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. When a reference is made in this Agreement or to a Section, Subsection, Exhibit or Schedule, such reference shall be to a Section or Subsection of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented. References to a person or entity are also to its permitted successors and assigns.

11.3 **Entire Agreement.** This Agreement, the Ancillary Agreements, all Schedules and Exhibits hereto and thereto, and all other documents and certificates to be delivered by the parties pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. All Schedules and Exhibits referenced in and attached to this Agreement and all documents referenced in the Agreement as previously delivered to either party shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations, agreements and understandings between Buyer and Seller, including but not limited to any Letter of Intent between Buyer and Seller. This Agreement cannot be waived, amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such waiver, amendment, supplement or modification is sought. No failure or delay on the part of Buyer or Seller in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

For purposes of this Agreement, “**Ancillary Agreements**” shall mean the Sales Agreement, the Real Estate Transfer Documents and the Lease Agreement.

11.4 **Assignment.** Buyer and Seller shall not assign their interests or delegate their obligations under this Agreement without the prior written consent of the other party, which consent shall not be withheld unreasonably, provided that (i) Buyer may assign its rights and delegate its obligations hereunder to an entity that is controlled by or under common control with Buyer on condition that such assignment does not delay receiving the FCC Consent or the Closing, and provided further, that Buyer shall remain fully liable for the performance by such assignee of its obligations under this Agreement; and (ii) Buyer may, without such consent, assign any or all of its rights but not its obligations under this Agreement to any of its affiliates or any “qualified intermediary” as defined in Treas. Reg. Sec. 1.1031(k)-1(g)(4) or to any exchange accommodation titleholder as described in Revenue Procedure 2000-37. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

11.5 **Notice.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery, sent by facsimile or sent by commercial delivery service or registered or certified mail, return receipt requested, (iii) deemed to have been given on the date of personal delivery, or confirmed facsimile transmission or the date set forth in the records of the delivery service, or on the return receipt, and (iv) addressed as follows:

To Seller: WLNY HOLDINGS, INC.
270 South Service Road, Suite 55
Melville, New York 11747
Facsimile: (631) 777-8440
Attention: President

Copy to: WLNY HOLDINGS, INC.
270 South Service Road, Suite 55
Melville, New York 11747
Facsimile: (631) 777-8440
Attention: General Counsel

Copy to: COHN AND MARKS LLP
1920 N Street, NW, Suite 300
Washington, DC 20036
Facsimile: (202) 293-4827
Attention: Ronald A. Siegel, Esq.

To Buyer: CBS International Inc.

c/o CBS Corporation
51 W. 52nd Street
New York, NY 10019
Facsimile: (212) 975 4215
Attention: General Counsel

Copy to:

Lerman Senter PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006-1809
Attention: Meredith S. Senter, Jr., Esq.
Facsimile: (202) 293-7783

or to such other persons and addresses as the parties may from time to time designate in a writing to the other party delivered in accordance with this Section 11.5.

11.6 Survival of Representations, Warranties and Covenants. The representations and warranties of the parties contained herein shall survive the Closing for a period of fifteen months (the “**Survival Period**”) at which time the same shall expire; provided that the representations and warranties set forth in Sections 3.1, 3.2, 3.5, 4.1, 4.3 and 6.4 (collectively, the “**Fundamental Representations**”) shall survive indefinitely. None of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the Closing, in which case, such covenants and agreements shall survive until performed; provided that Buyer’s confidentiality obligation set forth in Section 6.8(f) shall survive indefinitely only if the Closing is not consummated and this Agreement is terminated for any reason. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

11.7 Defined Terms. Terms that are defined in this Agreement are set forth on the attached **Schedule of Defined Terms**.

11.8 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Agreement shall be effective and legally binding upon delivery of signatures by facsimile transmission or other electronic transmission (e.g., PDF file).

11.9 No Third Party Beneficiaries. Except as set forth in Sections 10.1 and 10.2, nothing herein, express or implied, shall be construed to confer upon or give to any other person other than the parties hereto or their permitted successors or assigns, any rights or remedies under or by reason of this Agreement.

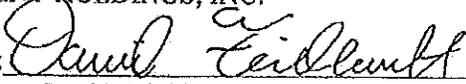
11.10 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first above written.

SELLER:

WLNY-HOLDINGS, INC.

By: 
Name: David Feinblatt
Title: Vice President


Michael Pascucci (solely for purposes of Section 6.15(a))

BUYER:

CBS LITV LLC

By: _____
Name: Joseph Ianniello
Title: Executive Vice President

CBS BROADCASTING INC. (solely for purposes of Section 6.15(b))

By: _____
Name: Joseph Ianniello
Title: Executive Vice President

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first above written.

SELLER:

WLNY HOLDINGS, INC.

By: _____

Name: David Feinblatt

Title: Vice President

Michael Pascucci (solely for purposes of Section 6.15(a))

BUYER:

CBS LITV LLC

By: _____

Name: Joseph Janniello

Title: Executive Vice President

CBS BROADCASTING INC. (solely for purposes of Section 6.15(b))

By: _____

Name: Joseph Janniello

Title: Executive Vice President

Schedule of Defined Terms

TERMS	SECTION #
“Ancillary Agreements”	11.3
“Assignment Application”	6.1
“Assumed Contracts”	1.1(d)
“Assumed Liabilities”	1.3
“Balance Sheet”	3.14(a)
“Balance Sheet Date”	3.14(a)
“Buyer”	Introduction
“Claims”	10.1
“Closing”	8.1
“Closing Date”	8.1
“Communications Act”	3.4(b)
“Effective Time”	8.1
“Employment Commencement Date”	6.9(c)
“Employee Plans”	3.10(e)
“Environmental Condition Amount”	6.8
“Environmental Conditions”	6.8
“Environmental Laws”	3.6(c)
“ERISA”	3.10(d)
“Excluded Assets”	1.2
“FCC”	Premise A

“FCC Consent”	6.1
“FCC Licenses”	1.1(a)
“Final Order”	7.1(d)
“Financial Statements”	3.14(a)
“Fundamental Representations”	11.6
“GAAP”	3.14(a)
“Indemnification Proceeding”	10.3
“Indemnified Party”	10.3
“Indemnitor”	10.3
“Intangible Property”	1.1(e)
“Leased Real Property”	3.6(a)
“Leases”	3.6(a)
“Liens”	1.1
“Loss”	6.3(a)
“Material Contracts”	3.7
“Multiemployer Plans”	3.10(e)
“New York DMA”	3.13
“Owned Real Property”	3.6(a)
“Permitted Liens”	3.5
“Personal Property”	1.1(b)
“Purchase Price”	2.1
“Real Property”	3.6(a)
“Retained Liabilities”	1.4

“RF”	3.12
“Sales Agreement”	1.5
“Sales Employees”	6.9(a)
“Seller”	Introduction
“Station”	Premise A
“Stations Assets”	1.1
“Station Employees”	3.10(a)
“Survival Period”	11.6
“Transferred Employees”	6.9(c)
“WLNY Group”	Premise B
“WLNY LP”	Premise A
“WLNY Operations”	Premise A
“WLNY-TV”	Premise A

Exhibit A

Form of Sales Agreement

(see attached)

SALES AGREEMENT

This SALES AGREEMENT ("Agreement"), dated as of December 6, 2011, is by and between WLNY Limited Partnership, a Florida limited partnership ("WLNY"), WLNY Holdings, Inc., a Delaware corporation ("Parent"), and CBS LITV LLC, a Delaware limited liability company ("CBS").

RECITALS:

WHEREAS, WLNY is the owner and operator of full power television broadcast station WLNY-TV, Digital Channel 47, Virtual Channel 55, Riverhead, New York (Facility ID No. 73206) (the "Station");

WHEREAS, Parent and CBS have entered into an Asset Purchase Agreement ("Purchase Agreement"), dated as of even date herewith, pursuant to which Parent has agreed to cause certain of its subsidiaries to sell, and CBS has agreed to purchase, certain assets of the Station on the terms and conditions set forth therein;

WHEREAS, pending the consummation of the transactions provided for in the Purchase Agreement, WLNY desires to make available, and CBS desires to acquire, all of the available advertising inventory on the Station, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "FCC"); and

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 SALE OF ADVERTISING INVENTORY

1.1 Advertising Inventory. During the Term, WLNY shall make available to CBS all available time on the Station reserved for advertising or commercial announcements, whether national or local (the "Advertising Inventory"). The parties acknowledge and agree that the available Advertising Inventory following the Effective Date (as hereinafter defined) is subject to: (i) Advertising Inventory previously committed to by WLNY prior to the Effective Date that will be run following the Effective Date; and (ii) WLNY MakeGoods pursuant to Section 3.9. Subject to the terms and conditions of this Agreement, CBS shall have full authority to sell for its own account the available Advertising Inventory. CBS shall be entitled to all revenues related to the Advertising Inventory aired on or after the Effective Date (including revenue associated with the previously committed Advertising Inventory described in subsection (i) above). WLNY shall be entitled to all revenues related to Advertising Inventory aired prior to the Effective Date.

1.2 Exclusivity. Following the Effective Date, WLNY shall not enter into any other agreements for the sale of Advertising Inventory, nor otherwise sell any Advertising Inventory.

1.3 Listing. Following the Effective Date, CBS may, in its discretion, list CBS as the advertising sales representative for WLNY with respect to the Station in applicable trade listings and in its own advertising and promotional material.

1.4 Billing and Collections.

(a) WLNY shall be solely responsible for billing and collecting all accounts receivable for the Station, including accounts receivable for the Station due from the sale of Advertising Inventory on or after the Effective Date (the “CBS Accounts Receivable”) until CBS delivers notice to WLNY of its intention to commence collection of the Station’s accounts receivable (“CBS Collection Notice”). The CBS Collection Notice shall specify the date that CBS intends to commence billing and collection of the receivables (the “CBS Collection Date”), which such date shall be no earlier than 60 days after the Effective Date and no less than 30 days after the date of the CBS Collection Notice. The “WLNY Collection Period” shall mean the period beginning on the Effective Date and ending on the day prior to the CBS Collection Date.

(b) From and after the CBS Collection Date, CBS shall be solely responsible for billing and collecting all accounts receivable for the Station (except for the Excluded Accounts (as herein defined)), including the accounts receivable for the Station existing as of the Effective Date (the “WLNY Accounts Receivable,” and together with the CBS Accounts Receivable, the “Accounts Receivable”). WLNY shall deliver to CBS, on or immediately after the CBS Collection Date, a statement of the WLNY Accounts Receivable and a statement of the CBS Accounts Receivable. In addition, WLNY acknowledges and agrees that it shall take such actions, and provide CBS with such other information, as reasonably required by CBS to conduct the billing and collections related to the Accounts Receivable, including, providing CBS with a daily log of all Advertisements aired on the Station no later than one business day after the day on which such Advertisements air on the Station. The “CBS Collection Period” shall mean the period beginning on the CBS Collection Date and ending on the 90th day following the CBS Collection Date.

(c) The party collecting the Accounts Receivable (the “Collecting Party”) shall use commercially reasonable efforts to collect the receivables of the other party (the “Receivables Party”) consistent with the Collecting Party’s practices for collection of its own accounts receivable, provided, however, that such efforts shall not include hiring attorneys or collection agencies. Any payment received by the Collecting Party (i) at any time following the Effective Date, (ii) from a customer of the Station after the Effective Date that was also a customer of the Station prior to the Effective Date and that is obligated with respect to any Accounts Receivable and (iii) that is not designated as a payment of a particular invoice or invoices or as a security deposit or other prepayment, shall be presumptively applied to the Accounts Receivable for such customer outstanding for the longest amount of time; provided, however, that if, prior to the Effective Date, WLNY or, after the beginning of the CBS Collection Period, WLNY or CBS received or receives a written notice of dispute from a customer with respect to a WLNY Accounts Receivable or a CBS Accounts Receivable that has not been resolved, then any payments from such customer shall be applied to such customer’s oldest, non-disputed Accounts Receivable. CBS shall incur no liability to WLNY for any uncollected WLNY Accounts Receivable; and WLNY shall incur no liability to CBS for any uncollected CBS Accounts Receivable.

(d) On or before the tenth day following the end of each calendar month in a WLNY Collection Period or CBS Collection Period (as applicable), the Collecting Party shall deposit into an account identified by the Receivables Party the amounts collected and cleared during the preceding month of the applicable Collection Period that are owed to the Receivables Party in immediately available funds by wire transfer.

(e) Following the expiration of the applicable Collection Period, the Collecting Party shall have no further obligations under this Section 1.4, except that the Collecting Party shall immediately pay over to the Receivables Party any amounts subsequently paid to it with respect to any Accounts Receivable.

(f) During a WLNY Collection Period or CBS Collection Period (as applicable), neither the Receivables Party nor any of its agents, without the consent of the Collecting Party, shall make any direct solicitation of any customers on account of the Accounts Receivable; provided that nothing shall prevent a Receivables Party or its affiliates from communicating with such customers in the ordinary course of its other businesses; provided, further, that in the event the Receivables Party, at any time during the WLNY Collection Period or CBS Collection Period (as applicable), receives in its established cash management accounts a payment on an Account Receivable that belongs to the Receivables Party, the Receivables Party shall immediately notify the Collecting Party of such collection but the Receivables Party shall not be obligated to remit such collection to the Collecting Party. In the event the Receivables Party receives in its cash management accounts a payment on an Accounts Receivable that belongs to the Collecting Party, the Receivables Party shall immediately notify the Collecting Party of such collection and shall remit such collection to the Collecting Party within five business days.

(g) Notwithstanding anything to the contrary contained in this Agreement, nothing shall prevent WLNY from taking any and all collection actions necessary to collect (i) the outstanding accounts of past, non-active advertisers listed on **Schedule 1.4(g)** to this Agreement but only for so long as they remain non-active advertisers (the "Excluded Accounts") and (ii) the outstanding WLNY Accounts Receivables after the end of the CBS Collection Period.

1.5 Fee. In consideration of the rights granted to, and services performed under this Agreement by, WLNY, CBS shall pay to WLNY a fee as provided in Schedule 1.5 hereto.

ARTICLE 2 **ADVERTISEMENTS**

2.1 General Content. CBS shall use commercially reasonable efforts to ensure that the commercial announcements sold by CBS to be broadcast on the Station (the "Advertisements") comply with the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder, as in effect from time to time (the "Act"), the rules, regulations, and published policies of the Federal Communications Commission, as amended, from time to time (the "FCC Rules"), and all other applicable federal, state and local laws in effect from time to time. WLNY retains the right, in its sole discretion, to

reject any Advertisements that it reasonably deems unsuitable or not in accord with the Station's standards, consistent with its practice immediately prior to the Effective Date.

2.2 Political Broadcasting. CBS shall use commercially reasonable efforts to comply with the Act, the FCC Rules and all other applicable federal, state and local laws regarding access to airtime and rates charged for legally qualified candidates for public office and their authorized representatives. CBS shall furnish WLNY with all material required to be made available for public inspection regarding requests for time by political candidates including information regarding receipt of any request for time by or on behalf of a political candidate, together with an appropriate notation showing charges made. CBS shall promptly notify WLNY with respect to any disputes concerning either the treatment of, or rate charged to, a candidate or its representative.

2.3 Sponsorship Identification. CBS shall use commercially reasonable efforts to determine when sponsorship identification announcements are required to be included in Advertisements and to ensure that the Advertisements contain all such sponsorship identification announcements as required by the Act and the FCC Rules.

2.4 Program Supplier Restrictions. CBS shall use commercially reasonable efforts to comply with all of WLNY's policies and directions and with all terms, provisions, conditions and restrictions contained in agreements with WLNY's programming suppliers governing the sale, solicitation and/or exhibition of advertising or promotional material within or on such programming, in each case, to the extent WLNY communicates such policies and directions and terms, provisions, conditions and restrictions to CBS.

ARTICLE 3 **OPERATIONS**

3.1 Operations Generally. Nothing in this Agreement relieves or is intended to relieve WLNY of its ultimate responsibility for operating and maintaining the Station. WLNY remains ultimately responsible for ensuring that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, the Station's compliance with all political broadcasting and sponsorship identification requirements set forth in the Act and the FCC Rules, and for complying with programming supplier agreements and all other matters referred to in Article 2, including complete oversight over production of the Advertisements. To assist CBS in its advertising time sales and collection efforts, during the Term, WLNY shall operate the Station in the ordinary course, consistent with past practices, including by (a) maintaining the news programming on the Station as is in effect on the date of this Agreement, and (b) at CBS's request, inserting Advertisements and providing traffic and master control services for the Station, consistent with past practices. For the avoidance of doubt, WLNY shall not be responsible for employing any Sales Employees (as defined in the APA), regardless of whether or not hired by CBS.

3.2 Expenses. WLNY shall be solely responsible for and shall pay, in a timely manner, all expenses related to its operation and maintenance of the Station.

3.3 Personnel. CBS shall employ and be solely responsible for personnel (including the necessary Sales Employees) responsible for carrying out CBS's duties and obligations under this Agreement. WLNY shall retain and be responsible for its own independent personnel to carry out all duties and obligations not specifically delegated to CBS under this Agreement.

3.4 Access and Right to Use Facilities. To the extent applicable, WLNY shall ensure that CBS's personnel are afforded access to, and have the right to use, without charge, all assets, facilities, and properties of the Station, wherever located, to the extent any CBS personnel may reasonably require, for the purposes of conducting the activities CBS deems necessary to fulfill its obligations and enjoy its rights under this Agreement, provided that, when on the property of the Station, CBS's personnel shall comply with any reasonable rules and regulations of WLNY relating to the use of the property. For the avoidance of doubt, this access and right to use facilities includes without limitation CBS's right to operate the Station's sales operation out of WLNY's facilities in New York City and Melville, New York. CBS shall indemnify, hold harmless and defend WLNY from and against any injuries or other damages or costs (including attorney fees) incurred in connection with any such use of WLNY's premises or facilities by any CBS employee, except for damages resulting from the negligence of WLNY.

3.5 Access to Information. WLNY agrees to maintain its agreements with Nielsen for the Station and furnish CBS, upon request, such data and information CBS deems necessary for the sale of Advertising Inventory, including overnight ratings and other audience research information. CBS shall keep all such information strictly confidential.

3.6 Interruption of Operations. WLNY shall promptly notify CBS if, for any reason, the service of the Station is interrupted or the Station does not operate full time at its maximum authorized facilities and shall fully cooperate with CBS in scheduling Advertising Inventory for makegoods necessitated by such interruption.

3.7 Control. WLNY shall maintain full control over the operations of the Station, including, but not limited to, management, programming, program preemption, finances, editorial policies, personnel, facilities and compliance with the Act, the FCC Rules, and all other applicable laws and regulations in effect from time to time, including, without limitation, the right to accept or reject Advertisements, provided that WLNY shall fully cooperate with CBS in scheduling Advertising Inventory for makegoods necessitated by the rejection of an Advertisement. Nothing contained herein shall give CBS any right to control the management, programming, finances, editorial policies, program preemption, personnel, facilities operations or any other matter relating to the Station. The arrangements contemplated herein do not constitute a partnership or joint venture among the parties.

3.8 Regulatory Compliance. All arrangements contemplated herein will be subject to, and are intended to comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

3.9 WLNY MakeGoods. WLNY shall use commercially reasonable efforts to make good prior to the Effective Date any "make-goods" or the equivalent for under delivery of ratings or for other reasons for commercial time aired by WLNY prior to the Effective Time ("WLNY MakeGoods"). If, notwithstanding such efforts, WLNY MakeGoods are outstanding, following

the Effective Date, WLNY shall be entitled to schedule all WLNY MakeGoods in accordance with Schedule 3.9. Similarly, if this Agreement is terminated and the Closing under the Purchase Agreement has not occurred, CBS shall be entitled to schedule all CBS "make-goods" or the equivalent for under delivery of ratings or for other reasons for commercial time aired by CBS prior to such termination date ("CBS MakeGoods") in accordance with Schedule 3.9.

ARTICLE 4 **TERM AND TERMINATION; ASSIGNMENT**

4.1 Term and Termination. The term of this Agreement (the "Term") shall commence at 12:01 a.m., local Station time, on the date that is 30 days after the date hereof (the "Effective Date") and shall terminate on the earlier of (a) the date that the closing occurs under the Purchase Agreement and (b) the date that the Purchase Agreement is terminated.

4.2 Events of Termination. Notwithstanding Section 4.1, this Agreement shall terminate (a) by mutual written consent of the parties; or (b) at the option of any party in the event of a material breach of this Agreement by any other party (provided that the terminating party is not then in breach), which breach is not cured within 20 days of written notice thereof to the breaching party.

4.3 Effect of Termination. If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante, including but not limited to the following:

(a) WLNY shall cooperate reasonably with CBS to the extent necessary and take all actions reasonably necessary to enable CBS to fulfill all advertising contracts and commitments then outstanding, and for purposes of clarity WLNY shall be entitled to all revenues related to Advertising Inventory aired following the termination of this Agreement for any reason other than the occurrence of the Closing under the Purchase Agreement.

(b) WLNY shall offer employment to each Sales Employee (as defined in the Purchase Agreement) who is then employed by CBS on the Termination Date (as defined below). Each such offer of employment shall be on terms and conditions consistent with WLNY's normal employee practices, plans and procedures. CBS shall terminate, and WLNY shall offer to hire, effective as of the Termination Date, each Sales Employee who accepts WLNY's offer of employment. The terms of employment shall be in accordance with Sections 6.9(c)-(g) of the Purchase Agreement as if "WLNY" were "Buyer" and "CBS" were "Seller" thereunder, and as if the "Termination Date" were the "Employment Commencement Date" and "Sales Employees" were "Transferred Employees" thereunder.

The date that that such termination or expiration becomes effective is herein referred to as the "Termination Date."

4.4 Assignment. No party may assign its rights and/or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties and their permitted successors and assigns, and nothing herein,

express or implied, is intended or shall be construed to confer upon or to give any other person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

(a) Organization and Standing. Such party is duly organized and is validly existing and in good standing under the laws of the state in which it was formed, and it has the requisite power and authority to enter into and perform this Agreement.

(b) Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by such party is within its powers and has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement of such party enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

5.2 Entire Agreement; Amendment. This Agreement embodies the entire agreement among the parties with respect to the subject matter hereof. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, among the parties with respect thereto. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

5.3 Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

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

5.5 Governing Law; Waiver of Jury Trial. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New York, but without regard to the choice of laws provisions thereof, and any action or proceeding arising out of this Agreement shall be brought and maintained in New York County, New York, without any regard to any conflict of law provisions. WLNY and CBS consent to the jurisdiction of courts located in New York County, New York. WLNY AND CBS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY

COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

5.6 Third Party Rights. Nothing in this Agreement shall be deemed to create any right with respect to any person or entity not a party to this Agreement.

5.7 Confidentiality. Except as otherwise required by law, neither party shall disclose to third parties, other than its members, partners, stockholders, directors, officers, employees, attorneys and agents for purposes of performing the services contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from the other party or its agents in the course of performing the services contemplated by this Agreement; provided, that no information shall be deemed to be confidential that (a) becomes publicly known or available other than through disclosure by such party; (b) is rightfully received from a third party who has no obligation of confidentiality to the other party; or (c) is independently developed. This Section 5.7 shall remain in effect until one (1) year after the termination of this Agreement.

5.8 Force Majeure. If an event such as a strike, labor dispute, fire, flood or other act of God, war, public disaster, or other reason completely beyond the cause or control of WLNY or CBS prevents such party or its personnel from performing tasks which they are required to perform under this Agreement, then, subject to Schedule 1.5, such failure will not be a breach of this Agreement and such party shall be excused from such performance during that time.

5.9 Notices. Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing (including facsimile transmissions and similar writings) and shall be effective when transmitted when delivered via facsimile; when delivered personally, one (1) day after being sent by recognized overnight courier; and five (5) days after being sent by registered mail, first class, postage prepaid, return receipt requested; in each case to the following address or facsimile number, as applicable:

If to CBS:

CBS International Inc.
c/o CBS Corporation
51 W. 52nd Street
New York, NY 10019
Facsimile: (212) 975 4215
Attention: General Counsel

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

Lerman Senter PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006-1809
Attention: Meredith S. Senter, Jr., Esq.
Facsimile: (202) 293-7783

If to WLNY:

WLNY LIMITED PARTNERSHIP
270 South Service Road, Suite 55
Melville, New York 11747
Facsimile: (631) 777-8440
Attention: President

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

WLNY LIMITED PARTNERSHIP
270 South Service Road, Suite 55
Melville, New York 11747
Facsimile: (631) 777-8440
Attention: General Counsel

5.10 Definition Provisions. The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection. The term "Business Day" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such states are authorized or required by law or other governmental action to close.

5.11 FCC Certification. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, as revised by Third Erratum No. FCC 10-49, CBS shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. CBS shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Sales Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

CBS LITV LLC

By: 
Name: Joseph Ianniello
Title: Executive Vice President

WLNY LIMITED PARTNERSHIP
By: **WLNY GP, Inc. general partner**

By: _____
Name: David Feinblatt
Title: Vice President

WLNY HOLDINGS, INC.

By: _____
Name: David Feinblatt
Title: Vice President

IN WITNESS WHEREOF, each party has caused this Sales Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

CBS LITV LLC

By: _____
Name: Joseph Ianniello
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By: WLNY GP, Inc. general partner

By: David Feinblatt
Name: David Feinblatt
Title: Vice President

WLNY HOLDINGS, INC.

By: David Feinblatt
Name: David Feinblatt
Title: Vice President

SCHEDULES

The schedules listed below have been omitted from the Sales Agreement because the information contained in them is either proprietary or not material to the FCC's consideration of the subject assignment application. The omitted schedules are:

Schedule 1.4(g) – Excluded Accounts

Schedule 1.5 – Fee

Schedule 3.9 – Makegoods