

ASSET PURCHASE AGREEMENT

by and between

MULTIMEDIA HOLDINGS CORPORATION
(as Seller)

and

BELA LLC
(as Buyer)

Dated as of November 13, 2003

EXHIBIT

1. **Exhibit 15.1** Earnest Money Escrow Agreement

SCHEDULES

1. **Schedule 1.1.1** Station Licenses
2. **Schedule 1.1.2** Tangible Personal Property
3. **Schedule 1.1.3** Contracts
4. **Schedule 1.1.4** Intellectual Property
5. **Schedule 1.1.7** Owned Real Estate
6. **Schedule 1.1.8** Leased Real Estate
7. **Schedule 1.2.9** Excluded Assets

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made, this 13th day of November, 2003, by and between **BELA LLC**, a Florida limited liability company (“Buyer”); and **MULTIMEDIA HOLDINGS CORPORATION**, a South Carolina corporation (“Seller”).

W I T N E S S E T H:

WHEREAS, Seller owns certain assets which are used or held for use in connection with the business and operations of television station KMOH-TV, Channel 6, Kingman, Arizona (including its associated digital television station KMOH-DT, Channel 19, Kingman, Arizona) (the “Station”);

WHEREAS, Seller has disclosed to Buyer certain confidential information concerning its business and operations of the Station by letter and due diligence materials dated August 12, 2003, from Seller addressed to Buyer (“Seller’s Disclosure Letter”);

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller used or held for use in connection with the business and operations of the Station in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby agree as follows:

ARTICLE 1

PURCHASE OF ASSETS

1.1 **Transfer of Assets.** On the terms and subject to the conditions contained in this Agreement, on the Closing Date (as hereinafter defined), Seller shall assign, transfer, convey and deliver to Buyer and Buyer shall acquire and assume from Seller, all of the right, title, ownership and interest of Seller in and to all of the following assets, properties, interests and rights of Seller (collectively, the “Station Assets”) free and clear of any and all Liens (as hereinafter defined), claims, judgments, or encumbrances, whatsoever, other than Permitted Liens (as hereinafter defined):

1.1.1 **Licenses and Permits.** All of Seller’s rights in and to the licenses, permits and other authorizations issued to Seller by any governmental authority, including those issued by the Federal Communications Commission (the “FCC”) (hereinafter referred to collectively as the “Station Licenses”), used in connection with the business or operations of the Station, along with renewals or modifications of such items from the date hereof through the Closing Date, as such items are listed in Schedule 1.1.1 hereto;

1.1.2 Tangible Personal Property. All equipment, inventory, spare parts and all other tangible personal property of every kind and description, and Seller's rights therein, owned, leased or held by Seller and used exclusively in connection with the business or operations of the Station, including without limitation such items described or listed in Schedule 1.1.2 hereto, together with any replacements thereof or improvements or additions thereto, made from the date hereof through the Closing Date, and less any retirements or dispositions thereof, made between the date hereof and the Closing Date in the ordinary course of Seller's business consistent with past practices (collectively, the "Tangible Personal Property");

1.1.3 Contract Rights. All of Seller's rights in and under those contracts, agreements, leases and legally binding contractual rights of any kind, written or oral, used exclusively in the business or operations of the Station (collectively, the "Contracts") which are (a) entered into in the ordinary course of business, including without limitation those listed in Schedule 1.1.3 hereto, (b) entered into by Seller from the date hereof through the Closing Date in the ordinary course of Seller's business consistent with past practices, subject to Section 8.1.1(h) or (c) for the sale of advertising time for cash. Schedule 1.1.3 includes all Contracts in excess of Two- Hundred Thousand Dollars (\$200,000.00).

1.1.4 Intellectual Property. All of Seller's rights in and to all foreign and domestic letters patent, patent licenses, processes, patents, all trade secrets, trade dress, proprietary information, call letters, trademarks, trade names, service marks, franchises, public image, likeness, mascots, copyrights (and all extensions, renewals, and termination rights), Internet domain names, including registrations and applications for registration of any of them, URL addresses, computer software programs and licenses, know-how licenses, all programming material of whatever form or nature, jingles, slogans, the Station's logos and all other logos or licenses to use same, technical knowledge, know-how, confidential proprietary information and any and all other intangible property rights of Seller, which are used exclusively in connection with the business or operations of the Station, including without limitation such items listed in Schedule 1.1.4 hereto (collectively, the "Intellectual Property"), together with any associated goodwill and any additions thereto between the date hereof and the Closing Date;

1.1.5 Books and Records. All of Seller's rights in and to all of the files, documents, records, and books of account relating exclusively to the business or operations of the Station or to the Station Assets, including, without limitation, the Station's public files, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, marketing and demographic data, sales correspondence, lists of advertisers, promotional materials, credit and sales reports and filings with the FCC, copies or originals of all written Contracts to be assigned hereunder, logs, and books and records relating to the Station Assets (excluding records relating solely to any Excluded Asset (as hereinafter defined));

1.1.6 Manufacturers' and Vendors' Warranties. All of Seller's rights under manufacturers', distributors', wholesalers', retailers' and vendors' warranties relating to items included in

the Station Assets and all similar rights derived from, for, and/or against any and all third-parties relating to items included in the Station Assets;

1.1.7 Owned Real Estate. All real property owned by Seller, together with all appurtenant easements thereunto, and all structures, fixtures and improvements located thereon used or held for use exclusively in connection with the business or operations of the Station as more fully described in Schedule 1.1.7 hereto, together with any additions thereto from the date hereof through the Closing Date (the “Owned Real Estate”);

1.1.8 Leased Real Estate. All rights, entitlement, benefits and interests of Seller under any and all of the leases of real property used or held for use exclusively in connection with the business or operations of the Station as identified and described in Schedule 1.1.8 (the “Leased Real Estate”; and together with the Owned Real Estate, the “Real Estate”);

1.1.9 Miscellaneous Assets. All such other assets, properties, interests and rights, whether real or personal, owned by Seller which are used or held for use exclusively in connection with the business or operations of the Station, except for Excluded Assets; and

1.1.10 Claims and Causes of Action. All of Seller’s rights in and to all claims and causes of action for any infringement of any Intellectual Property to the extent relating to the period after the Closing Date.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that the Station Assets shall not include any of the following assets or any right, title or interest therein (collectively, the “Excluded Assets”):

1.2.1 Cash. All cash, marketable securities, and cash equivalents of Seller on hand and/or in banks;

1.2.2 Notes Receivable and Accounts Receivable. All notes receivable and accounts receivable of Seller;

1.2.3 Tangible and Intangible Personal Property. All tangible and intangible personal property of Seller disposed of or consumed in the ordinary course of business of Seller consistent with past practices between the date hereof and the Closing Date, as permitted hereunder, and all such property used or held for use in the operation of any other radio or television station owned by Seller or an Affiliate (as hereinafter defined) of Seller;

1.2.4 Contracts. All Contracts which have terminated or expired on or prior to the Closing Date in the ordinary course of business of Seller;

1.2.5 Corporate Records. Seller's corporate seals, minute books, charter documents, corporate stock record books and such other books and records as pertain to the organization, existence or share capitalization of Seller, and duplicate copies of financial records with respect to the Station;

1.2.6 Contracts of Insurance and Insurance Proceeds. Contracts of insurance and all insurance proceeds or claims made by Seller arising out of or related to the Station Assets.;

1.2.7 Employee Benefit Plans. The Employee Benefit Plans (as hereinafter defined hereinafter) and the assets thereof;

1.2.8 Name Usage. Any right to use the name "KPNX," "Multimedia Holdings Corporation," "Gannett," the name of any affiliated company, or any variation of any of the foregoing;

1.2.9 Other Excluded Assets. Those specific assets identified on the Excluded Assets Schedule attached hereto as Schedule 1.2.9;

1.2.10 Causes of Action. Except as described in Section 1.1.10, all of Seller's rights in and to all causes of action; and

1.2.11 Tax Refunds. All Tax (as hereinafter defined) refunds relating to the period prior to the Closing (as hereinafter defined).

1.2.12 Corporate Support Services. Any rights to receive corporate overhead and other services currently provided to the Station by the corporate office of Seller or an Affiliate of Seller.

ARTICLE 2

ASSUMPTION OF OBLIGATIONS

2.1 Assumption of Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising or to be performed after the Closing Date under the Contracts, and all liabilities and obligations that arise from the ownership or operation of the Station Assets after the Closing Date. All of the foregoing liabilities and obligations shall be referred to herein collectively as the "Assumed Liabilities."

2.2 Retained Liabilities. Notwithstanding anything to the contrary contained herein, Buyer does not assume or agree to pay, satisfy, discharge or perform, and will not be deemed by virtue of the execution and delivery of this Agreement or any document delivered at the execution of this Agreement, or as a result of the consummation of the transactions contemplated by this Agreement, to have assumed, or to have agreed to pay, satisfy, discharge or perform, any liability or obligation of Seller with respect to the Station

other than the Assumed Liabilities, including, without limitation, any of the following liabilities or obligations of Seller (the “Retained Liabilities”):

(a) all obligations or liabilities of Seller or Affiliate of Seller which in any way relate to, or arise out of, any of the Excluded Assets;

(b) other than Taxes expressly allocated pursuant to other provisions of this Agreement, any and all Tax liabilities of Seller:

(c) all liabilities or obligations of Seller owed to any of its Affiliates;

(d) all liabilities or obligations arising out of any breach by Seller or any Affiliate of Seller of any of the terms or conditions or any provision of any Contract;

(e) all liabilities or obligations of Seller for borrowed money or for interest on such borrowed money;

(f) all liabilities and obligations of Seller or any Affiliate of Seller resulting from, caused by or arising out of, any violation of law, including but not limited to, any statute, regulation, ordinance, decree, or judgment;

(g) except with respect to accrued vacation time and sick leave as provided by Section 10.8, any claims, liabilities, judgments, settlements, consents, orders, decrees or obligations of Seller as an employer, including, without limitation, liabilities for wages, supplemental unemployment benefits, labor claims, Equal Employment Opportunity Commission claims, vacation benefits, severance benefits, retirement benefits, ERISA (as hereinafter defined) benefits or claims, Federal Consolidated Omnibus Budget Reconciliation Act of 1985 benefits, Federal Family and Medical Leave Act of 1993 benefits, Federal Workers Adjustment and Retraining Notification Act obligations and liabilities, or any other employee benefits, withholding Tax liabilities, workers’ compensation, or unemployment compensation benefits or premiums, hospitalization or medical claims, occupational disease or disability claims, or other claims attributable to employment prior to the Effective Time (defined below) or termination by Seller or arising out of any labor matter involving Seller as an employer, and any claims, liabilities and obligations arising from or relating to the Employee Benefit Plans;

(h) any claims, liabilities, settlements, judgments, proceedings, executions, losses, damages, or expenses relating to any litigation, claim, action, suit, proceeding, or investigation of any nature arising out of the business or operations of the Station prior to the Effective Time, including, without limitation, any claims against or any liabilities for personal injury to or death of persons or damage to or destruction of property, any workers’ compensation claims, and any warranty claims;

(i) except as may otherwise be provided herein (including Assumed Liabilities and items prorated in favor of Buyer), any accounts payable, other indebtedness, obligations and accrued liabilities of Seller; and

(j) any fees and expenses incurred by Seller in connection with negotiating, preparing, closing, performing, complying with, and carrying out this Agreement and the transactions contemplated by this Agreement (except for enforcement costs in the event of a breach by Buyer), including, without limitations, the fees and expenses of Seller's attorneys, accountants, investigators, auditors, consultants and brokers.

ARTICLE 3

CONSIDERATION

3.1 Delivery of Consideration. In exchange for the Station Assets, and in addition to Buyer's assumption of the Assumed Liabilities, Buyer shall, at the Closing, deliver to Seller the sum of Five Million Two Hundred Fifty Thousand and No/100 Dollars (\$5,250,000.00) (subject to adjustment as set forth in this Agreement, the "Purchase Price") by wire transfer of immediately available funds.

3.2 Allocation of Consideration. Within sixty (60) days after the Closing Date, Seller and Buyer shall negotiate in good faith an allocation of the Purchase Price among the Station Assets (the "Allocation"). If the Allocation is not agreed upon within sixty (60) days after the Closing Date, Buyer and Seller will order an appraisal of the Station Assets from BIA and BIA will determine the Allocation. The appraisal, if required, shall be provided to each of Buyer and Seller within forty five (45) days after it is ordered. Buyer and Seller agree to prepare and file all Tax Returns and reports (including, if applicable, Form 8594) in a manner consistent with the Allocation and will not in connection with the filing of such returns make any allocation that is contrary to the Allocation. Buyer and Seller agree to consult with each other with respect to all issues related to the Allocation in connection with any Tax audits, controversy or litigation. The fees for BIA shall be borne equally by Buyer and Seller.

3.3 Allocations and Prorations.

3.3.1 The business and the operations of the Station and the income and expenses attributable thereto through 11:59 p.m. on the day preceding the Closing Date (the "Effective Time") shall be for the account of Seller and thereafter shall be for the account of Buyer. Without limiting the foregoing, expenses for goods and services received both before and after the Effective Time, utilities charges, ad valorem, real estate, property and other Taxes (other than income Taxes, which shall be Seller's sole responsibility for all taxable periods ending prior to and including the Effective Time, and those Taxes arising from the sale and transfer of the Station Assets, which shall be paid as set forth in Section 14.2), income

and expenses under the Contracts (other than Trade Agreements), prepaid expenses, music and other license fees (including any retroactive adjustments thereof), wages, salaries, and other employee benefit expenses (whether such wages, salaries or benefits are current or deferred expenses, including, without limitation, liabilities accrued up to the Effective Time for bonuses, commissions, vacation pay, payroll Taxes, workers' compensation and social security Taxes) and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer in accordance with the foregoing. Notwithstanding the foregoing, no proration shall be made with respect to (a) severance or sick leave with respect to any employee on or prior to the Closing or (b) any prepaid expense or other deferred item unless Buyer will receive a benefit in respect of such prepayment or deferral after the Effective Time. For purposes of this Section 3.3.1, ad valorem and other real estate Taxes shall be apportioned on the basis of the Taxes assessed for the most recently completed calendar year, with a reapportionment as promptly as practicable after the Tax rates and real property valuations for the calendar year in which the Closing occurs can be ascertained. In addition, Buyer shall be entitled to a credit, if any, in this proration process for the amount of any Taxes (or other governmental charges) that are due and payable by Seller, but are being contested by Seller in good faith in appropriate proceedings and are secured by Liens, if any, on the Station Assets and such Liens have not been removed on or prior to the Closing (but once such amounts are finally determined, Buyer shall use such credit to remove such Liens and return to Seller the excess of (i) the amount of such credit minus (ii) the amount of such Taxes or other governmental charges as finally determined, or Seller shall pay to Buyer the deficiency, as appropriate).

3.3.2 Except as otherwise provided herein, the prorations and adjustments contemplated by Section 3.3.1, to the extent practicable, shall be made on the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within ninety (90) days of the Closing Date. Buyer and Seller shall use good faith efforts to resolve any dispute involving the determination of the prorations and adjustments. If the parties are unable to resolve any disputes within such 90 day period, such items shall be referred to a nationally recognized accounting firm which has not provided any material services to either party within the last two (2) years (the "Independent Auditor") to resolve, whose decision will be final and binding on the parties, and whose fees and expenses shall be paid one-half by Buyer and one-half by Seller. Within five business days following a final determination hereunder, the party obligated to make payment will make the payments determined to be due and owing in accordance with this Section 3.3.

ARTICLE 4

CLOSING

4.1. Closing. The consummation of the transactions contemplated herein (the "Closing") shall occur within ten (10) business days after the FCC consent to the assignment of the Station Licenses is granted by initial order (the "FCC Consent"), unless a petition to deny or informal objection is filed against the FCC Application prior to the date of the FCC Consent, in which case Closing shall occur within five (5)

business days after such consent becomes a Final Order, in either case satisfaction or waiver of all other conditions to Closing, or on such other date as may be mutually agreed to by the parties in writing ("Closing Date"). The Closing shall be jointly held in the offices of Leibowitz & Associates, P.A., One SE Third Avenue, Suite 1450, Miami, Florida 33131 and Gannett Co., Inc., 7950 Jones Branch Drive, McLean, Virginia 22107, or at such place as the parties hereto may agree.

4.2. Unwind. If the Closing occurs prior to the FCC Consent becoming a Final Order (defined below), and prior to becoming a Final Order the FCC Consent is reversed or otherwise set aside, and there is a Final Order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the Station Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts and leases assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final Order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission. For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

ARTICLE 5

GOVERNMENTAL CONSENTS

5.1 FCC Consent. It is specifically understood and agreed by Buyer and Seller that the Closing and the transfer of the Station Assets are expressly conditioned on, and are subject to, the FCC Consent.

5.2 FCC Application. Within five (5) business days after the execution of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting the FCC's written consent to the assignments of the Station Licenses from Seller to Buyer (the "FCC Consent"). Buyer and Seller shall prosecute the FCC Application with all reasonable diligence and otherwise use their best efforts to obtain the FCC Consent as expeditiously as practicable. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, shall furnish all information required by the FCC, and shall be represented at all meetings or hearings scheduled to consider such application.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, each of which is true and correct as of the date hereof, and shall be true and correct in all material respects as of the Closing Date:

6.1.1 Organization, Good Standing, Etc.

(a) Seller is a corporation validly existing and in good standing under the laws of the State of South Carolina, has all requisite corporate power and authority to own, lease, operate or otherwise hold the Station Assets owned, leased or otherwise held by it and to carry on the business and operations of the Station as now being conducted and is duly qualified to do business in each jurisdiction in which its operation of the Station or the ownership or leasing of the Station Assets makes such qualification necessary.

(b) Seller has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

6.1.2 Authority. Assuming the consents contemplated by this Section 6.1.2 and Section 6.1.14 are obtained, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby shall (a) violate, conflict with or result in any breach or default of any provision of the organizational documents of Seller, (b) violate, conflict with or result in a violation or breach of, or constitute a default (with or without due notice, lapse of time, right to cure, or all of the foregoing) under, or permit the suspension or termination of, or result in the acceleration of, or entitle any party to accelerate (whether as a result of the sale of the Station Assets or otherwise) any material obligation, covenant, term, condition, or result in the loss of any material benefit, or give rise to the creation of any material Lien (except Permitted Liens), charge, security interest, judgment, claim or encumbrance upon any of the properties or assets of Seller or any of its subsidiaries or Affiliates under any of the terms, conditions or provisions of any loan or credit agreement, note, bond, mortgage, indenture or deed of trust, promissory note, security agreement, chattel mortgage, debt, or any material license, lease, agreement or other material instrument or obligation to which any of them are a party or by which they or any of their properties or assets may be bound or affected, or (c) violate any order, writ, judgment, injunction, decree, statute, rule, ordinance or regulation of any court, administrative agency or commission or other governmental authority or instrumentality (a "Governmental Entity") applicable to Seller with respect to the Station or the Station

Assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Seller in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby, except the FCC Consent.

6.1.3 Financial Statements. Seller has delivered to Buyer copies of the unaudited results of operations of the Station for the period ended September 28, 2003. The Station is operated on a combined basis with other stations owned by Seller and its Affiliates, and such financials have been prepared based upon an allocation of shared operating expenses and revenue from combined sales as determined by Seller and its Affiliates. Subject to the foregoing, such financials have been prepared in accordance with the books and records of the Station and do not overstate revenue or understate expenses of the Station for the applicable period in any material respect.

6.1.4 Absence of Undisclosed Liabilities. There are no material liabilities of Seller of any kind whatsoever with respect to the Station (whether absolute, vested, matured, in arrears, accrued, contingent or otherwise, and whether due or to become due which are required to be reflected on, or disclosed in the notes to, a consolidated balance sheet of Seller prepared in accordance with GAAP), other than the liabilities and obligations (a) provided for or reserved against in Seller's financial statements, or (b) arising in the ordinary course of business after the date of the latest unaudited balance sheet pertaining to the Station and consistent with past experience.

6.1.5 Compliance with Applicable Laws; FCC Matters.

(a) Except as set forth in Schedule 1.1.1, to Seller's Knowledge, except as permitted or contemplated hereby, the business and operations of the Station have been, and now are being, conducted in substantial compliance in all material respects with the Station Licenses, with each law, ordinance, regulation, judgment, decree, injunction, rule or order of the FCC or any other Governmental Entity binding on Seller (solely in connection with its operation of the Station), the Station or the Station Assets. No investigation or review by any Governmental Entity with respect to the Station is pending or, to the Seller's knowledge, threatened. Without limiting the generality of the foregoing and exclusively with respect to the Station, the Station complies in all material respects with the Communications Act of 1934, as amended (the "Communications Act"), all rules, regulations and written policies of the FCC thereunder, all obligations with respect to equal opportunity under applicable law, and all rules and regulations of the FCC and the Federal Aviation Administration (the "FAA") applicable to the towers owned by Seller and used in the operation of the Station (if any) (including all rules regulating hazards to air navigation, registration of radio towers, and exposure of humans to non-ionizing radio frequency radiation). In addition, Seller has duly and timely filed, or caused to be filed, with the appropriate Governmental Entities all applications, reports, statements, fees, documents, registrations, filings or submissions with respect to the business or operations of the Station and the ownership thereof, including, without limitation, applications for renewal of authority required to be filed by applicable law. All such filings complied in all material respects with

applicable laws when made, and no material deficiencies have been asserted with respect to any such filings. All the material required by 47 C.F.R. 73.3526 to be kept in the public inspection files of the Station is in such files.

(b) Schedule 1.1.1 lists all licenses, permits and other authorizations (including all broadcast auxiliary licenses, construction permits and all grants of Special Temporary Authority (“STA”)) issued by the FCC relating to the Station as of the date of this Agreement. Such licenses, permits and authorizations, and all applications for modification, extension or renewal thereof or for new licenses, permits, permissions or authorizations applicable to the business or operations of the Station are collectively referred to herein as the Station Licenses (as further defined in Section 1.1.1), each of which is in full force and effect. To Seller’s Knowledge, the Station has been operated in all material respects in accordance with the terms of the Station Licenses. All towers and other structures owned by Seller and used in the operation of the Station or the Station Assets (if any) are obstruction marked and lighted to the extent required by, and in accordance with the rules and regulations of the FAA, the FCC and other governmental entities. Appropriate notifications to the FAA and registrations with the FCC have been filed for such towers where required. Except for proceedings affecting the television broadcast industry generally, there are no proceedings pending or, to the Seller’s Knowledge, threatened with respect to Seller’s ownership or operation of the Station which reasonably may be expected to result in the revocation, material adverse modification, non-renewal or suspension of any of the Station Licenses, the denial of any pending applications for the Station Licenses, the issuance against Seller of any cease and desist order, or the imposition of any administrative actions by the FCC or any other Governmental Entity with respect to the Station Licenses. Seller has all necessary authority to use the call signs set forth on Schedule 1.1.1.

6.1.6 Litigation. Except as stated in Seller’s Disclosure Letter, there is no material (a) action, suit, litigation, inquiry, judicial or administrative proceeding, arbitration pending or, to the knowledge of Seller, threatened against the Seller with respect to the Station or the Station Assets by or before any arbitrator or Governmental Entity (except those affecting the broadcast industry generally), or to the knowledge of Seller, investigation relating to Seller with respect to the Station or the Station Assets pending or threatened by or before any arbitrator or Governmental Entity, (b) judgment, settlement, order, decree, injunction, or order of any Governmental Entity or arbitrator outstanding against the Seller with respect to the Station or the Station Assets, and (c) action, suit, litigation, inquiry, claim, judicial or administrative proceeding pending or, to the knowledge of Seller, threatened against the Seller or the Station by a third party relating to the Seller with respect to the Station or the Station Assets.

6.1.7 Insurance. Seller maintains sufficient insurance policies or other arrangements consistent with its practices for other television stations, each of which is in full force and effect on the date hereof, is valid and enforceable in accordance with its terms and is in an amount consistent with past practices. No event or claim has occurred, including, without limitation, the failure by Seller to give any notice or information, or the delivery of any inaccurate or erroneous notice or information, or any

reservation of rights, which limits or impairs the rights of the insured parties under any such insurance policies.

6.1.8. Real Estate.

(a) Schedule 1.1.7 lists and describes all of the Owned Real Estate. Seller possesses good and marketable fee simple title to all of the Owned Real Estate (including the improvements thereon), free and clear of all Liens, except for Permitted Liens.

(b) Schedule 1.1.8 lists and describes the Leased Real Estate. Each lease of real property pertaining to any and all Leased Real Estate (a “Real Estate Lease”) is in full force and effect and, to Seller’s actual knowledge, is binding and enforceable in accordance with its terms. The Seller has timely performed its obligations under any Real Estate Leases in all material respects. There is no default or claim of default or breach against the Seller or, to Seller’s actual knowledge, any other party to any Real Estate Lease, or any event or circumstance that, with the passage of time or the giving of notice or both, would result in (i) a default by the Seller; or (ii) to Seller’s actual knowledge, a default by any other party to any Real Estate Lease. To Seller’s actual knowledge, no notice of termination, foreclosure, eviction, or possession, condemnation or eminent domain, has been issued with respect to any Real Estate Lease.

(c) The Real Estate, any improvements thereon, and the use by Seller thereof conform in all material respects to all applicable laws, including, but not limited to, zoning requirements. To Seller’s actual knowledge, there are no eminent domain proceedings pending or threatened against the Real Estate. To Seller’s actual knowledge, no improvements on any of the Real Estate encroaches upon any adjacent real property of any other person or entity.

6.1.9 Personal Property. Schedule 1.1.2 contains a list of all material Tangible Personal Property. Except as set forth on Schedule 1.1.2, Seller owns and possesses good and marketable title to all Tangible Personal Property and none of such property is subject to any Liens, other than Permitted Liens. The Tangible Personal Property is in good operating condition (subject to normal wear and tear) and is sufficient to permit the conduct of the business and operations of the Station as presently operated by Seller in substantial compliance with FCC rules and regulations. The Station Assets to be transferred hereunder constitute all of the assets, rights and properties that are required for the business and operations of the Station in substantial compliance with FCC rules and regulations and as they are now operated by Seller.

6.1.10 Liens and Encumbrances. As of the Closing, all of the Station Assets will be free and clear of all liens, pledges, claims, orders, security interests, writs, judgments, restrictions, mortgages (real or personal), covenants, restrictions, rights of first refusal, defects in title, encroachments and other burdens, options or encumbrances of any kind (collectively, “Liens”), except (a) statutory Liens securing payments not yet delinquent or the validity of which are being contested in good faith by appropriate actions, (b) Liens for taxes not yet delinquent, (c) Liens securing indebtedness, all of which Liens will be fully discharged by Seller at the Closing upon repayment of all amounts due and owing, (d) Liens on leases arising from the provisions of such leases, (e) zoning ordinances, and (f) with respect to the Real Estate,

such non-monetary easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of business of the Station (the Liens referred to in clauses (a) through (f) being "Permitted Liens").

6.1.11 Environmental Matters. On the date of this Agreement, and except as (i) revealed in Seller's Disclosure Letter and (ii) stated in the "Final Phase I Report [and] Environmental Site Assessment of Six Grand Canyon Television Company Properties," prepared in February 1997 by URS Greiner, Inc. (the "Report"):

(a) To Seller's Knowledge, the Station is in substantial compliance with all applicable federal, state and local statutes, codes, rules, ordinances or regulations as well as common law decisions relating to the environment, natural resources and public or employee health and safety (collectively, the "Environmental Laws").

(b) No judicial or administrative proceedings related to Station are pending or, to Seller's Knowledge, threatened against Seller or any of the Leased Real Estate used in connection with the Station, alleging the violation of or seeking to impose liability pursuant to any Environmental Law. No notice or claim from any Governmental Entity or other person has been given to Seller claiming violation of or alleging any liability under any Environmental Laws in connection with the Station.

(c) To Seller's Knowledge, all substances, materials or waste that are regulated by federal, state or local government under the Environmental Laws including any petroleum or petroleum derived product, used or generated by Seller used in connection with the Station, have been stored, used, treated, and disposed of by such persons or on their behalf in such manner as not to result in any material Environmental Costs or Liabilities. "Environmental Costs and Liabilities" means any losses, including environmental remediation costs, clean up funds, liabilities, obligations, damages, fines, penalties or judgments, arising from or under any Environmental Law or order of or agreement with any Governmental Entity or other person.

(d) To Seller's Knowledge, except to the extent authorized under the Environmental Laws, there are not on, in or under the Owned Real Estate or Leased Real Estate any of the following: underground storage tanks, stationary above-ground storage tanks, dikes or impoundments containing (i) substances regulated by the Environmental Laws, (ii) asbestos containing materials, (iii) polychloride biphenyls or (iv) radioactive substances or related compounds.

(e) Notwithstanding anything to the contrary stated herein, to Seller's Knowledge, the minor diesel fuel spills at the Station's Oatman transmitter site referred to in the Report will not result in any material Environmental Costs or Liabilities.

6.1.12 Taxes.

(a) As of the Closing Date, and with respect to any taxable period prior to or which includes the Closing Date, all Tax Returns that are required to be filed by Seller with respect to the Station and the Station Assets have been duly filed on a timely basis under the statutes, rules and regulations of each applicable jurisdiction. Seller has paid all Taxes with respect to the Station and the Station Assets which have become due pursuant to such returns or pursuant to any assessments which have become payable.

(b) No Lien (except Permitted Liens) or order for assessment or collection of Taxes is now asserted against the Seller with respect to the Station and the Station Assets. Seller is not a party to any pending audit, action, suit, claim, litigation, proceeding or investigation by any Governmental Entity for the assessment or collection of Taxes with respect to the Station and the Station Assets, nor does Seller have knowledge of any threatened audit, suit, claim, litigation, action, proceeding or investigation with respect to the Station and the Station Assets.

(c) For purposes of this Agreement, the terms “Tax” and “Taxes” shall mean all federal, state, local, or foreign income, payroll, Medicare, Medicaid, withholding, unemployment insurance, social security, Federal Insurance Contribution Act, sales, use, service, service use, leasing, leasing use, excise, franchise, gross receipts, value added, alternative or add-on minimum, estimated, occupation, real and personal property, stamp, duty, document, transfer, workers’ compensation, windfall profits, environmental (including taxes under Section 59A of the Code), or other tax, charge, fee, levy or assessment of the same or of a similar nature, including any interest, penalty, or addition thereto, whether disputed or not. The term “Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes or any amendment thereto, and including any Schedule or attachment thereto.

6.1.13 Personnel. Seller has provided to Buyer a list as of the date hereof of the names and positions of all employees or any other personnel of the Station, which list also sets forth the current salaries of all such employees. Such list indicates which employees of the Station are party to an employment agreement with Seller which is not terminable upon notice of 60 days or less without additional cost to the employer.

6.1.14 Contracts. To Seller’s actual knowledge, each Contract is a valid and binding obligation of Seller, and is in full force and effect. Seller and, to Seller’s actual knowledge, each other party to such Contract have performed in all material respects the obligations required to be performed by them under the Contracts and are not (with lapse of time or the giving of notice, right to cure, or both) in material breach or default thereunder. Schedule 1.1.3 identifies, as to each Contract, whether the consent of the other party thereto is required in order for such Contract to be assigned to Buyer upon the consummation of the transactions contemplated hereby.

6.1.15 ERISA Compliance. Included in Seller's Disclosure Letter is a list of all "employee benefit plans" within the meaning of Section 3(3) of ERISA and bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, salary continuation, educational assistance, insurance or other plans or arrangements or understandings providing benefits to any present or former employee or contractor of the Station maintained by Seller, or as to which Seller (with respect to such individuals) has any liability or obligation (collectively, "Employee Benefit Plans").

6.1.16 Labor. Seller, with respect to the Station, has not agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of Seller's employees. Seller, with respect to the Station, (a) is in substantial compliance in all material respects with all applicable laws regarding employment and employment practices (including, without limitation, ERISA), and those laws relating to terms and conditions of employment, wages and hours, and plant closing, occupational safety and health and workers' compensation and is not engaged in any unfair labor practices; and (b) has no unfair labor practice claims, charges or complaints pending or, to Seller's actual knowledge, threatened against it before the FCC, the National Labor Relations Board, the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices. To Seller's actual knowledge, there is no labor strike, slowdown, work stoppage or lockout actually pending or threatened against or affecting the Station. To Seller's actual knowledge, no union organizational campaign or representation petition is currently pending with respect to any of the employees working for the Station.

6.1.17 Patents, Trademarks, Etc. Schedule 1.1.4 sets forth all material items of Intellectual Property (whether owned, leased or licensed by Seller). Seller owns, leases or licenses all Intellectual Property free and clear of any and all Liens, other than Permitted Liens. To Seller's actual knowledge, Seller has not received any notice of any claimed conflict, notice of cease and desist, suit, complaint, settlement, litigation, judgment, claim, proceeding, action, violation or infringement pertaining to such Intellectual Property rights. To Seller's actual knowledge, none of such material Intellectual Property rights is being infringed by any third party. To Seller's actual knowledge, the operation of Seller's business with respect to the Station does not infringe on the Intellectual Property rights of any other person.

6.1.18 Absence of Certain Changes of Events. Except as contemplated or expressly permitted by this Agreement, since the date of the last relevant unaudited balance sheet pertaining to the Station (as revealed in Seller's Disclosure Letter) there has not been: (a) any material damage, destruction or loss of any kind with respect to the Station not substantially covered by valid and collectible insurance or other arrangements, nor has there been any event or circumstance which has had, or reasonably could be expected to have, a material adverse effect on the assets or the business or operations of the Station; (b) with respect to the Station, the execution of any agreement with any Station Management or broadcast personnel (whether an employee or independent contractor) providing for his/her employment, or any increase in compensation or severance or termination of benefits payable or to become payable by Seller, to any officer, Station Management, or broadcast personnel (whether an employee or independent contractor),

or any increase in benefits under any collective bargaining agreement, except in any case in the ordinary course of business consistent with prior practice and except as permitted by Section 8.1.1; or (c) any change by Seller in its financial or tax accounting principles or methods, except insofar as required by GAAP or applicable laws.

6.1.19 Broker, Commission or Finder's Fees. Except with respect to any fees payable by Seller to Cobb Corp., neither Seller nor any entity acting on behalf of Seller has agreed to pay a broker, commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto.

6.1.20 Seller's Financial Condition. No insolvency proceeding of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of its respective assets or properties are pending, or threatened, and Seller has made no assignment for the benefit of creditors, fraudulent conveyances, preferences, or transfers, nor has the Seller taken any action with a view to, or which would constitute a basis for, the institution of any such insolvency proceedings. Seller shall use the proceeds received under this agreement to pay, satisfy, or discharge, or to make appropriate provision for the payment of any and all creditors of Seller prior to making any distribution to its shareholders or managers or members.

6.1.21 No Third Party Options. There are no existing agreements with, operations or rights of, or commitments to any person other than Buyer to acquire any of the Station Assets or any interest therein.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller, each of which is true and correct as of the date hereof, and shall be true and correct in all material respects as of the Closing Date:

7.1.1 Organization and Standing. Buyer is a limited liability company organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer is duly qualified to do business in each jurisdiction in which its operation of the Station or the ownership or leasing of the Station Assets makes such qualification necessary.

7.1.2 Authorization and Binding Obligation. Buyer has all requisite power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and to own or lease the

Station Assets and to carry on the business and operations of the Station upon the consummation of the transactions contemplated by this Agreement. Buyer's execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary company action on behalf of Buyer and constitutes the valid and binding obligation of such Buyer, enforceable in accordance with its terms.

7.1.3 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of the Station under the Communications Act. There is no fact, allegation, condition, or circumstance relating to Buyer that could reasonably be expected to prevent the grant of the FCC Consent. There are no facts that would, under the Communications Act or the rules, regulations and policies of the FCC, disqualify Buyer from becoming the licensee of the Station. There are no proceedings, complaints, notices of forfeiture, claims or investigations pending or, to the knowledge of Buyer, threatened against any, or in respect of any, broadcast Station licensed to Buyer or its Affiliates that would materially impair the qualifications of Buyer to become a licensee of the Station or delay the FCC Consent.

7.1.4 Absence of Conflicting Agreements or Required Consents. Except for the FCC Consent, the execution, delivery and performance of this Agreement by Buyer shall not: (a) violate, conflict with or result in a violation or breach of, or constitute a default (with or without due notice, lapse of time, right to cure, or all of the foregoing) under, or permit the suspension or termination of, or result in the acceleration of, or entitle any party to accelerate (whether as a result of the sale of the Station Assets or otherwise) any material obligation, covenant, term, condition, or result in the loss of any material benefit, or give rise to the creation of any material Lien (except Permitted Liens), charge, security interest, judgment, claim or encumbrance upon any of the properties or assets of Buyer or any of its subsidiaries or Affiliates under any of the terms, conditions or provisions of any loan or credit agreement, note, bond, mortgage, indenture or deed of trust, promissory note, security agreement, chattel mortgage, debt, or any material license, lease, agreement or other material instrument or obligation to which any of them are a party or by which they or any of their properties or assets may be bound or affected, or (b) violate any order, writ, judgment, injunction, decree, statute, rule, ordinance or regulation of any court, administrative agency or commission or other governmental authority or instrumentality (a "Governmental Entity") applicable to Buyer with respect to the Station or the Station Assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Buyer in connection with the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby, except the FCC Consent.

7.2 Litigation: Compliance with Law. There is no litigation, administrative action, suit, claim, arbitration or other proceeding, or petition, complaint or investigation before any court or Governmental Entity pending, or to Buyer's knowledge, threatened, against Buyer that would adversely affect Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed by Buyer in connection herewith. Buyer has committed no violation of any applicable law, statute, regulation or ordinance or any other requirement of any Governmental Entity or court which would have an adverse effect

on Buyer or its ability to perform its obligations pursuant to this Agreement or the agreements to be executed in connection herewith.

7.3 Broker, Commission or Finder's Fees. Neither Buyer nor any entity acting on behalf of Buyer has agreed to pay a broker, commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto.

ARTICLE 8

COVENANTS OF SELLER

8.1 Seller Covenants. Seller covenants and agrees with Buyer that, pending the Closing and except as otherwise agreed to in writing by Buyer:

8.1.1 Conduct of Station Prior to the Closing Date. Seller, from and after the date hereof through the Closing Date, shall, with respect to the Station:

- (a) use commercially reasonable efforts to maintain its present business organization, keep available the services of its present employees and those of its independent contractors, preserve its relationships with its customers and others having business relationships with the Station;
- (b) maintain its books of account and records in its usual and ordinary manner;
- (c) notify Buyer if there is any material adverse change in the Station's current broadcast transmission from its main transmitting facilities;
- (d) operate in the usual and ordinary course of business in accordance with past practices and conduct its business in all material respects in compliance with the terms of the Station Licenses and all applicable laws, rules, and regulations, including, without limitation, the applicable rules and regulations of the FCC;
- (e) use, repair, and, if necessary, replace any of the Tangible Personal Property in a reasonable manner consistent with Seller's historical practice and maintain the Station Assets in substantially their current condition, ordinary wear and tear excepted;
- (f) maintain insurance or other arrangements in accordance with Section 6.1.7;
- (g) not lease, sell, convey, transfer, assign, license, transfer, encumber, mortgage, pledge, or subject to a Lien (other than Permitted Liens) any of the Station Assets or sell or transfer any of the Station Assets without replacing such Station Assets with assets of substantially the same value and utility;

(h) except in the ordinary course of business, not modify or extend any Contracts or enter into any new Contracts; and

(i) except in the ordinary course of business, not make or grant any general wage or salary increase or generally materially modify the employees', the Station Management's or personnel's terms and conditions of employment; *provided, however*, that Seller shall be permitted to make bonus payments to any employees including Station Management and personnel.

8.2 Access. Upon reasonable written notice from Buyer, Seller shall (a) give or cause the Station to give Buyer and Buyer's counsel, accountants, engineers and other representatives, including environmental consultants, reasonable access during normal business hours to the Station and the Station Assets, in order that Buyer may have full opportunity to make such investigation, including, but not limited to, environmental assessments, as it desires of the affairs of the Station and (b) furnish Buyer with information and copies of all documents and agreements that Buyer may reasonably request, including, but not limited to, financial and operating data and other information concerning the financial condition, results of operations and business of the Station. The rights of Buyer under this Section shall not be exercised in such a manner as to interfere unreasonably with the business of the Station; *provided, however*, that such investigations shall not adversely effect or diminish the effect of any and all representation and warranties made by Seller herein.

8.3 FCC Filings. Seller shall file or cause to be filed on a current basis until the Closing Date all applications, fees, reports and documents required to be filed with the FCC with respect to the Station. Copies of all material applications, fee filings, reports and documents filed between the date hereof and the Closing Date shall be furnished to Buyer promptly after its filing.

8.4 Updating of Schedules. At least once after the date hereof and prior to the Closing, Seller shall promptly supplement or amend the Schedules and Seller's Disclosure Letter delivered in connection herewith with respect to any matter which exists or occurs after the date of this Agreement and which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in the Schedules or Seller's Disclosure Letter or which is necessary to correct any information therein; *provided, however*, that Buyer shall not be bound to the terms of any changed Schedules that arise from a breach of Seller's covenants in this Agreement unless they are incorporated into this Agreement by a written amendment signed by Buyer.

ARTICLE 9

COVENANTS OF BUYER

9.1 Buyer Covenants. Buyer covenants and agrees that, pending the Closing and except as otherwise agreed to in writing by Seller:

9.1.1 Notification. Buyer shall promptly notify Seller in writing of (a) any litigation, arbitration or administrative proceeding pending or, to its knowledge, threatened against Buyer which challenges the transactions contemplated hereby, (b) the failure of Buyer, or any employee or agent of Buyer to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or be satisfied by it hereunder or (c) the occurrence of any event that would entitle Seller to terminate this Agreement pursuant to Section 16.1.

9.1.2 Post-Closing Access. Buyer, for a period of one (1) year following the Closing Date, shall make available during normal business hours for audit and inspection by Seller and Seller's representatives, for any reasonable purpose and upon reasonable notice, all records, files, documents and correspondence transferred to it hereunder relating to the pre-closing period. All information, records, files, documents and correspondence made available or disclosed under this Section 9.1.3 shall be kept confidential. Buyer shall assume cost of all expenses incurred in connection with this Section.

ARTICLE 10

JOINT COVENANTS

Buyer and Seller covenant and agree that, pending the Closing and except as otherwise agreed to in writing, they shall act in accordance with the following:

10.1 Confidentiality. Buyer and Seller shall not disseminate, disclose, reveal, divulge, inform, or communicate, directly or indirectly, through any person or entity, including, but not limited to, its managers, members, officers, directors, employees, representatives, agents, advisors, and attorneys, and shall preserve and keep confidential all information ("Confidential Information") obtained by any of them with respect to the other party hereto in connection with this Agreement and the negotiations preceding this Agreement, and will use such information solely in connection with the transactions contemplated by this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to each other party hereto, without retaining a copy thereof, any Schedules, contracts, records, properties, extracts, summaries, documents or any other written information (including electrical information in analog or digital formats) obtained from such other party in connection with this Agreement and the transactions contemplated hereby except to the extent required or useful in connection with any claim made with respect

to the transactions contemplated by this Agreement or the negotiation thereof. Notwithstanding the foregoing, no party shall be required to keep confidential or return any information which (a) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party, (b) is or becomes publicly known through no fault of the receiving party or its agents, (c) is required to be disclosed pursuant to an order or request of a judicial or government authority (provided the non-disclosing party is given reasonable prior notice such that it may seek, at its expense, confidential treatment of the information to be disclosed), (d) is developed by the receiving party independently of the disclosure by the disclosing party or (e) is required to be disclosed under applicable law or rule, as determined by counsel for the receiving party. This covenant shall survive the Closing Date, and the expiration or termination of this Agreement.

10.2 Cooperation. Buyer and Seller shall cooperate fully with one another in taking any actions, including actions to obtain the required consent of any Governmental Entity or any third party necessary or helpful to accomplish the transactions contemplated by this Agreement.

10.3 Control of Station. Prior to Closing, Buyer shall not, directly or indirectly, control or direct the business or operations of the Station.

10.4 Bulk Sales Laws. Buyer hereby waives compliance by Seller with the provisions of the “bulk sales” or similar laws of any state. Seller shall defend and indemnify Buyer and hold it forever harmless from any and all losses, settlements, judgments, actions, suits, claims, costs, damages and expenses (including but not limited to, reasonable attorneys’ fees at all levels) sustained by Buyer as a result of any failure of Seller to comply with any “bulk sales” or similar laws. This covenant shall survive the Closing Date and the expiration or termination of this Agreement.

10.5 Public Announcements. Prior to the Closing, neither Buyer nor Seller shall issue any press release or make any public disclosure with respect to the transactions contemplated by this Agreement without the prior written approval of the other party, except (a) Buyer and Seller may make any disclosure as may be required by applicable law or by obligations pursuant to any listing agreement with any securities exchange or any stock exchange regulations; (b) Buyer and Seller may each continue such communications with employees, customers, suppliers, franchises, lenders, lessors, shareholders, and other particular groups as may be legally required; and (c) a copy of this Agreement will be filed in accordance with FCC rules.

10.6 Condition of Real Estate. There is no Owned Real Estate. Buyer may, at its sole expense, conduct a Phase I environmental study (“Study”) of the premises under the Leased Real Estate and provide copies of the same to Seller. Buyer shall notify Seller if the Study discloses (a) an environmental liability constituting a breach of the representations and warranties in Section 6.1.11, or (b) a Lien (other than Permitted Liens) that materially and adversely affects the Station’s current use of the Leased Real Estate. If any such condition exists, then Seller shall promptly commence remedial action at its expense to cure the condition giving rise to such matter and cure such condition prior to the Closing; provided, however, that Seller shall not be obligated to spend (but may choose to spend) more than \$50,000.00 in the aggregate in

its attempts to cure all such conditions. Seller shall notify Buyer within 30 days after its receipt of the Buyer notice if it determines that it is unable or unwilling to cure such conditions for \$50,000.00 or less and chooses not to attempt to cure such conditions, in which case Buyer may elect (i) to terminate this Agreement or (ii) to waive such obligations and receive, at Closing, a reduction in the Purchase Price of an amount that is equal to or less than \$50,000.00; provided, however, that if any dispute arises between the parties with respect to any remedial action or the cost thereof, the parties shall, within a reasonable time after such dispute arises (A) submit the dispute to an independent environmental consultant selected jointly by the parties, or (B) if, the parties fail to jointly select an independent environmental consultant, each party must submit the name of an independent environmental consultant to the other party and the consultants so selected shall then jointly select an independent environmental consultant; and provided, further, that (X) the decision of the selected independent environmental consultant shall be binding and conclusive as to all parties to the dispute and (Y) any and all costs and expenses incurred by the parties in connection with such dispute shall be borne equally between the parties. If this Agreement is terminated in accordance with the immediately preceding sentence, no party shall have any liability to the other with respect to such termination. Either party may extend the Closing by not more than 30 days, subject to Section 16.1(f) hereto, if either party reasonably determines that any necessary remedial action can be completed during such extended period.

10.7 Third Party Consents. Buyer and Seller shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any material Contract (which shall not require any payment to any such third party), as marked with an asterisk on Schedule 1.1.3. To the extent that any Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf.

10.8 Employees. Buyer shall offer post-Closing employment to the Station's engineer in a position and with compensation comparable to such employee's arrangement existing at Closing. If such employee accepts such offer, Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms) and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). With respect to such employee, any accrued vacation time and any accrued sick leave shall be Assumed Liabilities which are not subject to proration under Section 3.3. The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.

ARTICLE 11

CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing Date of all of the following conditions:

11.1 Representations and Warranties. All representations and warranties of Seller made in Seller's Disclosure Letter, or in this Agreement or in any Exhibit, Schedule or document delivered pursuant hereto, shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

11.2 Compliance with Agreement. All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

11.3 Closing Certificates. Buyer shall have received a certificate, dated as of the Closing Date, from the Seller, executed by an authorized officer of Seller certifying that the conditions set forth in Sections 11.1 and 11.2 hereto have been fulfilled.

11.4 FCC Consent. The FCC Consent shall have been issued by the FCC, subject to Section 4.1.

11.5 Adverse Proceedings. No injunction, order, stipulation, settlement, writ, decree or judgment of any court, agency or other Governmental Entity shall have been rendered against Seller or Buyer which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

11.6 Closing Documents. Seller shall have executed and delivered or caused to be delivered to Buyer, on the Closing Date the documents listed in Section 13.1 below.

ARTICLE 12

CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing Date of all of the following conditions:

12.1 Representations, Warranties and Covenants. All representations and warranties of Buyer made in this Agreement shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

12.2 Compliance with Agreement. All the terms, covenants, and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects.

12.3 Certifications, etc. Seller shall have received a certificate, dated as of the Closing Date, from the Buyer, executed by an authorized officer of Buyer certifying that the conditions set forth in Sections 12.1 and 12.2 hereto have been fulfilled.

12.4 FCC Consent. The FCC Consent shall have been issued by the FCC, subject to Section 4.1.

12.5 Adverse Proceedings. No injunction, order, stipulation, settlement, decree or judgment, writ, of any court, agency or other Governmental Entity shall have been rendered against Buyer or Seller which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

12.6 Closing Documents. Buyer shall have delivered or caused to be delivered to Seller, on the Closing Date, the documents listed in Section 13.2 below.

ARTICLE 13

DOCUMENTS TO BE DELIVERED AT THE CLOSING

13.1 Documents to be Delivered by Seller. At the Closing, Seller will deliver to Buyer the following, at the expense of Seller:

13.1.1 Transfer Documents. Such bills of sale, assignments, special warranty deeds and other good and sufficient instruments of transfer as Buyer may reasonably request in order to convey and transfer to Buyer title to the Station Assets.

13.1.2 Certified Resolutions. Certified resolutions of Seller's Directors approving the execution and delivery of this Agreement and each of the other documents delivered by Seller pursuant thereto and authorizing the consummation of the transactions contemplated hereby and thereby.

13.1.3 Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of the Seller in the form described in Section 11.3.

13.1.4 Good Standing Certificates. Governmental certificates showing that Seller is duly incorporated and in good standing in the state of its incorporation and in good standing in each jurisdiction in which its operation of the Station or the ownership or leasing of the Station Assets makes such qualification is necessary, certified as of a date not more than ten (10) days before the Closing Date.

13.1.5 Other Documents. Such additional information and materials as Buyer shall reasonably request to convey, assign and transfer the Station Assets to Buyer, free and clear of Liens, other than Permitted Liens.

13.2 Documents to be Delivered by Buyer. At the Closing, Buyer will deliver to Seller, at the expense of Buyer:

13.2.1 Purchase Price. The Purchase Price, delivered by wire transfer of immediately available funds.

13.2.2 Assumption Agreement. An assumption agreement relating to Buyer's assumption of the Assumed Liabilities in form and substance mutually agreeable to the parties hereto.

13.2.3 Certified Resolutions. Certified resolutions of the Manager's of Buyer approving the execution and delivery of this Agreement and each of the other documents delivered by Buyer pursuant hereto and authorizing the consummation of the transactions contemplated hereby and thereby.

13.2.4 Officer's Certificate. A certificate, dated the Closing Date, executed on behalf of the Buyer in the form described in Section 12.3.

13.2.6 Good Standing Certificates. Governmental certificates showing that Buyer is duly formed and in good standing in the state of its formation, certified as of a date not more than ten (10) days before the Closing Date.

13.2.7 Other Documents. Such additional information and materials as Seller shall reasonably request to enable Buyer to assume the Assumed Liabilities.

ARTICLE 14

TRANSFER TAXES: FEES AND EXPENSES

14.1 Expenses. Except as set forth in Sections 14.2 and 14.3 below, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

14.2 Transfer Taxes and Similar Charges. All recordation, transfer and documentary taxes and fees, stamps, and any excise, sales or use taxes, and all similar costs of transferring the Station Assets in accordance with this Agreement shall be borne equally by Seller and Buyer. Buyer and Seller shall, in good faith, attempt to calculate all such taxes and fees prior to Closing and to settle their respective obligations therefore on or before the Closing Date.

14.3 Governmental Filing or Grant Fees. Any filing or grant fees imposed by any governmental authority, the consent of which is required for the consummation of the transactions contemplated hereby, including, but not limited to, the FCC shall be borne equally by Buyer and Seller.

ARTICLE 15

ESCROW DEPOSIT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE

15.1 Escrow Deposit. Simultaneously with the execution and delivery of this Agreement, Buyer will deposit with CobbCorp, LLC (“Earnest Money Escrow Agent”) cash in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “Earnest Money Escrow Deposit”). The Earnest Money Escrow Deposit shall be held and disbursed by Earnest Money Escrow Agent pursuant to the terms of the Earnest Money Escrow Agreement, appended hereto as Exhibit 15.1 (the “Earnest Money Escrow Agreement”). At Closing, the Earnest Money Escrow Deposit (with all interest accrued thereon) shall be returned to Buyer or disbursed to Seller and applied to payment of the Purchase Price. If this Agreement is terminated by Seller pursuant to Section 16.1(b)(ii) below, Buyer and Seller shall execute written instructions to the Earnest Money Escrow Agent directing it to deliver the Earnest Money Escrow Deposit (with all interest accrued thereon) to Seller as liquidated damages, as provided in Section 15.2. If this Agreement terminates without a Closing for any other reason, Buyer and Seller shall execute written instructions to the Earnest Money Escrow Agent directing it to deliver the Earnest Money Escrow Deposit (with all interest accrued thereon) to Buyer and Buyer may seek specific performance of this Agreement, as provided in Section 15.3. The parties shall each instruct the Earnest Money Escrow Agent to disburse the Earnest Money Escrow Deposit (with all interest thereon) to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Earnest Money Escrow Deposit on the date hereof constitutes a material default as to which no cure period shall apply, entitling Seller to immediately terminate this Agreement.

15.2 Liquidated Damages. If this Agreement terminates without a Closing, the amount due Seller pursuant to Section 15.1 shall constitute liquidated damages, which shall be Seller’s sole and exclusive remedy hereunder. It is understood and agreed that such liquidated damages amount represents Buyer’s and Seller’s reasonable estimate of actual damages and does not constitute a penalty.

15.3 Specific Performance. In addition to any other remedies which Buyer may have at law or in equity, Seller hereby acknowledges that the Station Assets are unique, and that the harm to Buyer resulting from a breach by the Seller of its obligations to consummate the sale of the Station Assets to Buyer cannot be adequately compensated by damages. Accordingly, Seller agrees that Buyer shall have the right to have such obligation specifically performed by Seller and hereby agrees not to assert any objections to the imposition of the remedy of specific performances by any court of competent jurisdiction.

ARTICLE 16

TERMINATION RIGHTS

16.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by the mutual consent of Buyer and Seller;
- (b) by written notice of (i) Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default shall not be cured within thirty (30) days of the date of notice of breach or default served by Buyer or by the Closing Date, or (ii) Seller to the Buyer if Buyer breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default shall not be cured within thirty (30) days of the notice of breach or default served by Seller or by the Closing Date; but such notice and cure period shall not apply in the case of Buyer's or Seller's failure to consummate the transactions in accordance with the terms and times specified in Section 4.1 of this Agreement; and provided, however, that if the breach or default cannot reasonably be cured within such 30 day period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the cure period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.
- (c) by Buyer or Seller by written notice to the other, if a court of competent jurisdiction or other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties hereto shall use their best efforts to lift, dismiss, vacate, or set aside), in each case permanently restraining, permanently enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable;
- (d) by Buyer or Seller by written notice to the other, if, for any reason, the FCC denies or dismisses the FCC Application;
- (e) by written notice of Seller to Buyer if Buyer does not make the Earnest Money Escrow Deposit on the date of this Agreement (as to which no cure period shall apply); or
- (f) by Buyer or Seller by written notice to the other, if the Closing does not occur on or before the one (1) year anniversary of this Agreement.

Except as otherwise provided herein, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

ARTICLE 17

RISK OF LOSS

17.1 Risk of Loss. The risk of loss or damage to the Station Assets shall be upon the Seller at all times prior to the Closing Date. In the event of loss or damage to the Station Assets prior to Closing, then Seller shall repair or replace the lost or damaged items in the ordinary course of business before Closing or shall make reasonably satisfactory arrangements, which shall also be reasonably satisfactory to the Buyer, for such repair or replacement after Closing.

ARTICLE 18

SURVIVAL; INDEMNIFICATION

18.1 Survival of Representations and Warranties. The covenants, agreements, representations and warranties contained in this Agreement and in any Exhibit, Schedule, instrument or certificate delivered pursuant hereto, shall survive the Closing until one (1) year after the Closing Date, whereupon they shall expire and be of no further force or effect, except those under (i) this Article 18 for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved and (ii) Sections 2.1 (Assumption of Obligations), 2.2 (Retained Liabilities), 3.2 (Allocation of Consideration), 3.3 (Allocations and Prorations), 10.1 (Confidentiality), and Article 14 (Transfer Taxes; Fees and Expenses)..

18.2 Indemnification.

(a) By Seller. From and after the Closing Date, Seller shall defend, indemnify and hold Buyer, its officers, managers, members, employees, agents and Affiliates, and its assigns harmless from and against all costs, suits, actions, claims, settlements, judgments, losses and damages (including reasonable attorney fees) incurred by Buyer as a result of or arising out of (i) the breach by Seller of any of its representations and warranties contained in this Agreement, (ii) the failure by Seller to perform its covenants set forth in this Agreement, (iii) the conduct of the business or operations of the Station or the use or ownership of the Station Assets before the Closing Date, and (iv) the Retained Liabilities; *provided, however*, that Seller shall have no indemnification obligations hereunder unless and until the aggregate amount of the claims exceeds \$100,000 (the “Indemnification Basket”) (and then only to the extent the aggregate amount of Buyer’s claims exceeds \$50,000). The maximum liability of Seller hereunder shall be \$1,000,000.

(b) By Buyer. From and after the Closing Date, Buyer shall defend, indemnify and hold Seller, its officers, managers, members, employees, agents and Affiliates, and its assigns harmless from and against all costs, suits, actions, claims, settlements, judgments, losses and damages (including reasonable attorney fees) incurred by Buyer as a result of or arising out of (i) the breach by Buyer of any of its

representations and warranties contained in this Agreement, (ii) the failure by Buyer to perform its covenants set forth in this Agreement, (iii) the conduct of the business or operations of the Station or the use or ownership of the Station Assets on and after the Closing Date, and (iv) the Assumed Liabilities *provided, however*, that Buyer shall have no indemnification obligations hereunder *unless and until* the aggregate amount of the claims exceeds the Indemnification Basket (and then only to the extent the aggregate amount of Seller's claims exceeds \$50,000), and the maximum liability of Buyer hereunder shall be \$1,000,000 (the "Indemnification Cap"); *provided further, however*, that notwithstanding anything herein to the contrary, the Indemnification Basket and the Indemnification Cap shall not apply to any claim under clause (iii) or clause (iv) above or to Buyer's obligations relating to the Allocation (Section 3.2), Prorations (Section 3.3), Unwind (Section 4.2), Post-Closing Access (Section 9.1.2), or its obligations under Article 14.

18.3 Indemnification Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Certain Interpretive Matters and Definitions.

19.1.1 In General. Unless the context otherwise requires, (a) all references to Sections, Articles or Schedules are to Sections, Articles or Schedules of or to this Agreement, (b) each term defined in this Agreement has the meaning assigned to it, and (c) words in the singular include the plural and vice versa.

19.1.2 Affiliate. Unless otherwise stated, the term “Affiliate” has the meaning given it in Rule 12b-2 of Regulation 12B under the Securities Exchange Act of 1934, as amended.

19.1.3 Money. All references to “\$” or dollar amounts will be to lawful currency of the United States of America.

19.1.4 Knowledge. Representations made “to a party’s Knowledge” means to the actual knowledge of that party after (a) as to Seller, due inquiry of the local business manager (Kent Saunders, Business Manager, KMOH) and engineer (Randy Decker, Director of Operations and Technology, KMOH), (b) as to Buyer, any similar employees or agents who are responsible for or who reasonably could be expected to have knowledge about the subject matters of the representation being made, and (c) due examination of any documents, correspondence or other items in the records of the party pertaining to the subject matter of the representation being made.

19.2 Further Assurances. At and after the Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of assignment, conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively assume the Assumed Liabilities.

19.3 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

19.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto, whether by operation of law or otherwise;

provided, however, either party may assign this Agreement to any of its Affiliates upon written notice to the other party so long as such assignee executes a written assumption of this Agreement and such assignment does not delay the FCC Consent. No assignment shall relieve a party of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.5 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought. No waiver by a party of any condition, term, or covenant shall constitute that party's waiver to enforce any other condition, covenant, term (or any default or breach thereof by the other party) at any time.

19.6 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

19.7 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Arizona without giving effect to the choice of law provisions thereof. Any proceedings to enforce or interpret this Agreement shall be commenced in a court of competent jurisdiction in the State of Arizona. The parties agree not to assert nor interpose any defenses, and do hereby waive the same, to the conferral of personal and subject matter jurisdiction, and venue by such court in any suit, action, or proceeding. The prevailing party in any such action or proceeding shall be entitled to recover reasonable attorney's fees (at all levels) and costs.

19.8 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received on the date of personal delivery; on the third day after deposit in the U.S. Mail if mailed by registered or certified mail, postage prepaid and return receipt requested; on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered if sent by facsimile transmission and shall be addressed to the following addresses:

(i) In the case of Seller, to:

c/o Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107
Attn: Daniel S. Ehrman, Jr.
Vice President, Planning and Development

Fax No.: (703) 854-2042

With a copy to:

c/o Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107
Attn: Thomas L. Chapple
Senior Vice President, Chief Administrative Officer and General Counsel
Fax No.: (703) 854-2031

(ii) In the case of Buyer:

c/o Bela, LLC
7500 NW 72nd Avenue
Medley, Florida 33166
Attn: Robert Behar
President and Chief Executive Officer
Fax No.: (305) 692-1744

With a copy to:

Matthew L. Leibowitz, Esq.
Leibowitz & Associates, P.A.
One Southeast Third Avenue
Suite 1450
Miami, Florida 33131

19.9 Schedules. The Schedules and Exhibits attached to this Agreement and the other documents delivered pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

19.10 Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, letters of intent, and understandings, written or oral, relating to the subject matter of this Agreement, and all conditions, terms, and covenants are hereby fully merged and integrated herein, and no party makes any representation or warranty except as expressly set forth in this Agreement. This Agreement shall not be amended nor modified, unless by a written instrument, duly executed by both of the parties duly authorized representatives.

19.11 Severability. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable,

and the enforceability and validity of the remaining provisions of this Agreement shall not be affected thereby, and shall remain in full force and effect, so long as neither party is deprived of the benefits of this Agreement in any material respect.

19.12 Waiver of Jury Trial. The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortuous or statutory claim, counterclaim or crossclaim against the other arising out of or connected in any way to this Agreement because the parties hereto, both being represented by counsel, believe that the complex commercial aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

19.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

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[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the date first above written.

SELLER:

MULTIMEDIA HOLDINGS CORPORATION, a South Carolina corporation

By: _____
Name: Daniel S. Ehrman, Jr.
Title: Authorized Signatory

BUYER:

BELA LLC, a Florida limited liability company

By: _____
Matthew L. Leibowitz, Secretary

EXHIBIT 15.1
EARNEST MONEY ESCROW AGREEMENT

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of November, 2003, by and among **BELA LLC**, a Florida limited liability company (“Buyer”), **MULTIMEDIA HOLDINGS CORPORATION**, a South Carolina corporation (“Seller”) and **COBBCORP, LLC**, a Florida limited liability company, as escrow agent (“Agent”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of November ___, 2003, by and between Buyer and Seller (the “Purchase Agreement”), Buyer has agreed to acquire from Seller and Seller has agreed to sell to Buyer, all of the Station Assets (as such term is defined in the Purchase Agreement).

B. It is a condition to the execution of the Purchase Agreement, that Buyer, Seller and Agent execute and deliver this Agreement.

C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS

In consideration of the recitals and of the respective agreements and covenants contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

Section 1.1 Escrow Deposit

(a) Simultaneously with the execution and delivery of the Purchase Agreement, Buyer shall deliver to Agent, pursuant to the provisions of the Purchase Agreement, the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the “Escrow Deposit”) by wire transfer of immediately available funds.

(b) The Escrow Deposit shall be held by Agent for the benefit of Buyer and Seller as provided in this Agreement.

Section 1.2 Acceptance of Appointment as Agent. Agent, by signing this Agreement, accepts its appointment as escrow agent with respect to the Escrow Deposit and agrees to hold and deliver the Escrow Deposit in accordance with the terms of this Agreement.

Section 1.3 Delivery of the Escrow Deposit to Seller. Within three (3) business days after (i) the delivery to Agent of written instructions signed by Buyer and separately by Seller stating that the Escrow

Deposit (including all accrued interest) is to be delivered to Seller or (ii) the delivery to Agent of a copy of a Final Determination (as hereinafter defined) establishing Seller's right to the Escrow Deposit, Agent shall deliver the Escrow Deposit to Seller. A "Final Determination" shall mean a judgment of a court of competent jurisdiction having the authority to determine the amount of, and liability with respect to, the determined item, which judgment is not subject to appeal, reconsideration or review. Agent, at its option, shall be entitled to seek and, if obtained, rely conclusively upon an opinion of legal counsel to the effect that the judgment delivered to Agent pursuant to this Section 1.3 is a Final Determination, as defined herein.

Section 1.4 Delivery of the Escrow Deposit to Buyer. Except as otherwise provided in the last sentence of this Section 1.4, within three (3) business days after (i) the delivery to Agent of written instructions signed by Buyer and separately by Seller, stating that the Escrow Deposit (including all accrued interest) is to be delivered to Buyer or (ii) the delivery to Agent of a copy of a Final Determination establishing Buyer's right to the Escrow Deposit, Agent shall deliver the Escrow Deposit to Buyer. Agent, at its option, shall be entitled to seek and, if obtained, rely conclusively upon an opinion of counsel to the effect that the judgment delivered to Agent pursuant to this Section 1.4 is a Final Determination. At the Closing on the Purchase Agreement, Buyer and Seller shall deliver to Agent written instructions signed by each of them stating that the Escrow Deposit is to be delivered to Buyer, in which case Agent shall deliver the Escrow Deposit to Buyer or its representative, simultaneously with receipt of such notice if so requested by Buyer.

Section 1.5 Investment of Proceeds of the Escrow Deposit.

(a) Agent shall hold the Escrow Deposit in escrow, and shall invest the Escrow Deposit in Permitted Investments (as hereinafter defined). Agent shall hold and release the Escrow Deposit in accordance with the terms of this Agreement.

(b) "Permitted Investments" shall mean direct obligations of the U.S. government having maturities of 90 days or less, money market funds that invest solely in direct obligations of the U.S. government, and such other investments as may be specified from time to time to Agent by joint written instructions from Buyer and Seller. As and when the Escrow Deposit is to be released under this Agreement, Agent shall cause the Permitted Investments to be converted into cash. Neither Buyer nor Seller nor Agent shall be liable for any loss of principal or income due to the choice of Permitted Investments in which the Escrow Deposit is invested or the choice of Permitted Investments converted into cash pursuant to this paragraph (b).

(c) Subject to Section 1.3, all interest on the Escrow Deposit shall be the property of Buyer and shall be distributed by Agent to Buyer by check on a quarterly basis.

ARTICLE II

AGENT

Section 2.1 Rights and Responsibilities of Agent.

(a) The duties and responsibilities of Agent shall be limited to those expressly set forth in this Agreement and Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, the parties to this Agreement, unless such agreement, direction or instruction is in writing and signed by both Buyer and Seller.

(b) If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's discretion, Agent may require, despite what may be set forth elsewhere in this Agreement. In such event, Agent will not be liable for interest or damage. Furthermore, Agent, at its option, may file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges and reasonable attorney fees incurred by Agent due to the interpleader action shall be paid one-half by Buyer and one-half by Seller, in each case jointly and severally. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Agent shall not be liable to any party for damages, losses, or expenses, except as a result of gross negligence or willful misconduct on the part of Agent. Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Agent may consult with legal counsel in connection with Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

(d) Agent, and any successor Agent, may resign at any time as escrow agent hereunder by giving at least 30 days prior written notice to Seller and Buyer. Upon such resignation and the appointment of a successor escrow agent, the resigning Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as escrow agent hereunder, except for liability arising in connection with its own gross negligence or willful misconduct. Upon their receipt of notice of resignation

from Agent, Buyer and Seller shall use reasonable efforts jointly to designate a successor Agent. In the event Buyer and Seller do not agree upon a successor escrow agent within 30 days after the receipt of such notice, Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than 10 days' prior written notice to Agent to terminate the appointment of Agent, or successor Agent, as agent hereunder. Agent or successor Agent shall continue to act as escrow agent until a successor is appointed and qualified to act as Agent.

Section 2.2 Expenses of Agent. Agent shall be entitled to reimbursement for its reasonable expenses (including the reasonable fees and disbursements of its legal counsel) actually incurred by it in connection with its duties under this Agreement (the "Agent Expenses"). Except as otherwise provided herein, all Agent Expenses shall be invoiced periodically by Agent and shall be paid one-half by Buyer and one-half by Seller.

Section 2.3 Indemnification of Agent. The parties and their respective successors and assigns agree, jointly and severally, to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter; *provided, however*, neither Buyer nor Seller nor their successors and assigns need indemnify Agent for any loss, claim, damage, liability or expense caused by Agent's gross negligence or willful misconduct.

ARTICLE III

MISCELLANEOUS

Section 3.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by facsimile, (c) within a reasonable period of time after being sent by recognized overnight delivery service or (d) within a reasonable period of time after being mailed by first-class mail, postage prepaid, and in each case addressed as follows:

- (i) In the case of Seller, to:

c/o Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107
Attn: Daniel S. Ehrman, Jr.
Vice President, Planning and Development

Facsimile: (703) 854-2042

With a copy to:

c/o Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107
Attn: Thomas L. Chapple
Senior Vice President, Chief Administrative Officer and General Counsel
Facsimile: (703) 854-2031

(ii) In the case of Buyers:

c/o BELA LLC
7500 NW 72nd Avenue
Medley, Florida 33166
Attn: Robert Behar
President and Chief Executive Officer
Facsimile: (305) 692-1744

With a copy to:

Matthew L. Leibowitz, Esq.
Leibowitz & Associates, P.A.
One SE Third Avenue, Suite 1450
Miami, FL 33131
Facsimile: (305) 530-9417

(iii) in the case of Agent, to:

c/o CobbCorp, LLC
5811 Pelican Bay Boulevard
Suite 210
Naples, Florida 34108
Attn: Brian Cobb
Facsimile: (239) 596-0660

Any party by written notice to the other parties pursuant to this Section 3.1 may change the address, fax number or the persons to whom notices or copies thereof shall be directed.

Section 3.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to

this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties, except that Buyer may assign its rights under this Agreement without obtaining the prior written consent of the other parties hereto, to any person or entity to whom, pursuant to the Purchase Agreement, Buyer is permitted to assign all or any portion of its rights under the Purchase Agreement; *provided*, that any such assignee duly executes and delivers an agreement to assume Buyer's obligations under this Agreement.

Section 3.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Agent, Buyer and Seller.

Section 3.4 Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 3.5 Construction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Arizona without giving effect to the choice of law provisions thereof. Any proceedings to enforce this Agreement shall be commenced in a court of competent jurisdiction in the State of Arizona. The parties agree not to assert or interpose any defenses, and do hereby waive the same, to the conferral of personal jurisdiction and venue by such court in any suit, action or proceeding. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections and Exhibits are references to Sections and Exhibits of this Agreement.

Section 3.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Agent any rights or remedies under, or by reason of, this Agreement.

Section 3.7 Termination. This Agreement shall terminate at the time of the delivery by Agent of the Escrow Deposit to Seller or Buyer, as the case may be, in accordance with the provisions of this Agreement.

Section 3.8 Waiver of Offset Rights. Agent hereby waives any and all rights to offset that it may have against the Escrow Deposit including, without limitation, claims arising as a result of any claims, amounts, liabilities, costs, expenses, damages, or other losses that Agent may be otherwise entitled to collect from any party to this Agreement.

Section 3.9 Attorneys Fees/Costs of Suit. If either Buyer or Seller institute a legal action against the other with respect to the Escrow Deposit, the prevailing party shall be entitled to its attorneys fees and costs of suit, including the cost of any appeals.

Section 3.10 Counterparts. This Agreement may be executed in one or more counterparts, each

of which shall be deemed any original and all of which together shall constitute a single instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

BUYER:

BELA LLC, a Florida limited liability company

By: _____
Matthew L. Leibowitz, Secretary

SELLER:

MULTIMEDIA HOLDINGS CORPORATION, a South Carolina corporation

By: _____
Daniel S. Ehrman, Jr., Authorized Signatory

AGENT:

COBBCORP, L.L.C. a Florida limited liability company

By: _____
Brian Cobb, Managing Member

Schedule 1.1.1
STATION LICENSES

KMOH-TV, FCC File No. BLCT – 20020627AAL

WLI409

WLI413

WPYR448

KMOH-DT Reduced Power Special Temporary Authorization, FCC File No. BDSTA -
20030212ABJ, as extended by FCC File No. BEDSTA – 20030903ACH (9/26/03)

KMOH-DT Construction Permit, FCC File No. BPCDT – 19991020ABL, as extended by
FCC File No. BEPCDT – 20021003AAB (11/26/02)

FCC Antenna Structure Registration #1007648

Schedule 1.1.2
TANGIBLE PERSONAL PROPERTY

See Attached.

[illegible]

	1 week	1000
50.5.31	4'140.23	4'142.23
4'142.23	4'142.23	4'142.23

Year	1990	1991	1992	1993	1994	1995
1990	100.0	100.0	100.0	100.0	100.0	100.0
1991	100.0	100.0	100.0	100.0	100.0	100.0
1992	100.0	100.0	100.0	100.0	100.0	100.0
1993	100.0	100.0	100.0	100.0	100.0	100.0
1994	100.0	100.0	100.0	100.0	100.0	100.0
1995	100.0	100.0	100.0	100.0	100.0	100.0

1001 Data	1008 Data	1005 Data	1000 Data	5001 Data	5005 Data
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Mask	4'14"23	4'14"23	4'14"23	4'14"23	5'01"33
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2003 Data	1006 Data	1006 Data	5000 Data	5001 Data	5005 Data	5003 Data
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Schedule 1.1.3
CONTRACTS

Station	Contract	With Whom Made	Date	Expires
KMOH-TV	Building Space Lease for Oatman Mt. Transmitter building [KMOH is lessor]	H & R /Greenriver Broadcasting (KNKK Radio)	02/16/01 Lease commences on 06/01/01	12/01/01 and month to month after. Will terminate upon receipt of a 60 day written notice from the Lessee
KMOH-TV	Music Performance Blanket License Agreement	Broadcast Music, Inc. (BMI)	06/20/02 Agreement term commences on 01/01/02	12/31/04 or unless terminated earlier by Licensee with 10 days notice to BMI

Schedule 1.1.4
INTELLECTUAL PROPERTY

Call Sign, Internet Domain Names, URLs, etc.

KMOH
KMOH-TV
KMOH-DT

Schedule 1.1.7
OWNED REAL ESTATE

None.

Schedule 1.1.8
LEASED REAL ESTATE

Site	Use	Party	Description
Oatman, (Goldroad Crest)	KMOH Transmitter Site	U.S. Dept. of the Interior (Bureau of Land Management)	Land rental for KMOH Transmitter Tower, Transmitter Building, and Passive Reflector
Hualapia, (Potato Patch)	KMOH	U.S. Dept. of Interior (Bureau of Land Management)	Microwave Receive Site
KPNX(TV)	Tower Site Studio Lease Agreement	WECOM, Inc.	KMOH Studio Lease

Schedule 1.1.9
EXCLUDED ASSETS

Cash, Notes Receivable and Accounts Receivable, Tangible and Intangible
Personal Property, Contracts, Corporate Records, Contracts of Insurance and Insurance
Proceeds, Employee Benefit Plans and Name Usage.