
ASSET PURCHASE AGREEMENT

by, between and among

NORTH DAKOTA TELEVISION, L.L.C.,

NORTH DAKOTA TELEVISION LICENSE SUB, L.L.C.,

SOUTH DAKOTA TELEVISION, L.L.C., and

SOUTH DAKOTA TELEVISION LICENSE SUB, L.L.C.,

as Sellers

and

HOAK MEDIA LLC

as Buyer

Dated as of July 14, 2006

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into this 14th day of July 2006, by, between and among NORTH DAKOTA TELEVISION, L.L.C., a Delaware limited liability company (“NDTV”), NORTH DAKOTA TELEVISION LICENSE SUB, L.L.C., a Delaware limited liability company (“ND License”), SOUTH DAKOTA TELEVISION, L.L.C., a Delaware limited liability company (“SDTV”), SOUTH DAKOTA TELEVISION LICENSE SUB, L.L.C., a Delaware limited liability company (“SD License”); collectively referred to together with NDTV, SDTV and ND License as “Sellers” and individually as a “Seller”); and HOAK MEDIA LLC, a Delaware limited liability company (“Buyer”).

WITNESSETH:

WHEREAS, NDTV and ND License own and operate television broadcast stations KFYZ-TV, Bismarck, North Dakota (“KFYZ”), and its related satellite and translator stations KQCD-TV, KMOT-TV and KUMV-TV and K13PL, and KVLV-TV, Fargo, North Dakota (“KVLV”), and its related translator stations K02GA, K09JM, and K09MP, and SDTV and SD License own and operate television broadcast station KSFY-TV, Sioux Falls, South Dakota (“KSFY”), and its related satellite and translator stations KABY-TV, KPRY-TV, and K07QL (all of the foregoing stations collectively referred to as the “Stations” and each, individually, as a “Station”); and

WHEREAS, Sellers desire to sell, assign and transfer, and Buyer desires to acquire, the Assets (as defined herein), and to assume certain liabilities of Sellers and the Business (as defined herein) as described below, all on the terms described in this Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. Unless the context shall otherwise require, capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex A, which is incorporated herein by reference into this Agreement and made a part hereof.

1.2 Rules of Construction. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. Without limiting the generality of the foregoing, it is hereby acknowledged and agreed that (i) the terms “Seller” or “Sellers” shall include and mean, as applicable, the applicable Seller or Sellers individually and not just Sellers collectively or as a group and (ii) the terms “Station” or “Stations” shall include and mean, as applicable, the applicable Station or Stations individually and not just the Stations collectively or as a group. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references to “party” and “parties” shall be deemed references to parties to this Agreement unless the context shall otherwise require. Except as specifically otherwise provided in this Agreement, a reference to an Article, Annex, Section, Schedule or Exhibit is a reference to an Article or Section of this Agreement or an Annex, Schedule

or Exhibit of this Agreement. The term “or” is used in its inclusive sense (“and/or”) and, together with the terms “either” and “any” shall not be exclusive. When used in this Agreement, words such as “herein”, “hereinafter”, “hereby”, “hereof,” “hereto”, “hereunder” and words of similar import shall refer to this Agreement as a whole, including Annexes, Schedules and Exhibits hereto, and not to any particular provision of this Agreement, unless the context clearly requires otherwise. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

ARTICLE 2: PURCHASE AND SALE

2.1 Purchase and Sale. Upon all of the terms and subject to all of the conditions of this Agreement, at the Closing, Sellers shall sell, transfer, convey, assign and deliver to Buyer on the Closing Date, and Buyer shall acquire and purchase, all of Sellers’ right, title and interest in and to the tangible and intangible assets owned or leased by Sellers and used or held for use by Sellers in the Business, together with any additions thereto between the date of this Agreement and the Closing Date, but excluding the Excluded Assets (such assets being conveyed being collectively referred to herein as the “Assets”), including all of Sellers’ right, title and interest in and to the following:

- (a) the Tangible Personal Property;
- (b) the Real Property;
- (c) all of Sellers’ rights and interests in or to the Licenses, including the Station Licenses, and all rights of Sellers in and to the call letters of the Stations;
- (d) the Assumed Contracts;
- (e) the Intangibles;
- (f) the Records;
- (g) the Accounts Receivable (other than those that are more than one hundred twenty (120) days old or those that have a counterparty that is insolvent or bankrupt);
- (h) all deposits (current and long-term), if any, and prepaid expenses that comprise part of Net Working Capital; and
- (i) equipment warranties relating to items included in the Tangible Personal Property to the extent contractually assignable by Sellers;
- (j) any rights, claims or causes of action of Sellers against third parties arising in connection with or relating to the Business, other than those relating to Excluded Assets or Retained Liabilities;
- (k) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to Sellers relating to the Business or to the extent affecting any Assets;
- (l) the Community Television Shares; and

(m) all Sellers' goodwill in, and going concern value of, the Business.

2.2 Excluded Assets. The Assets shall not include the following (collectively, the "Excluded Assets"):

(a) all Cash Equivalents;

(b) any and all contracts or policies of insurance and insurance plans and the assets thereof, promissory notes, amounts due from employees, bonds, letters of credit or other similar items and any cash surrender value with respect thereto, and all rights under any of the foregoing, including any insurance proceeds receivables (except with respect to proceeds under insurance policies for casualties for which repairs have not been made prior to the Closing);

(c) all assets disposed of or consumed in accordance with the terms and provisions of this Agreement;

(d) all rights and claims of Sellers to the extent exclusively relating to any other Excluded Asset or any Retained Liability, including all guarantees, warranties, indemnities and similar rights in favor of Sellers with respect to any Excluded Asset or any Retained Liability, and all claims for refunds of monies paid to any Governmental Authority (including Tax refunds);

(e) the Contracts listed on Schedule 2.2(e) (the "Excluded Contracts");

(f) Sellers' limited liability company records and other books and records that relate to internal limited liability company matters of Sellers, qualifications to do business, taxpayer and other identification numbers, corporate minute books and limited liability company interest transfer records, Tax returns, and copies of any records as are necessary or desirable to enable Sellers to prepare and file Tax returns and reports, financial statements and other documents deemed necessary or desirable by Sellers;

(g) all rights of Sellers to enforce (i) the obligations of Buyer to pay, perform or discharge the Assumed Liabilities and (ii) all other obligations of Buyer under or in connection with, as well as all other rights of Sellers under or in connection with, this Agreement or any agreement, document, instrument or certificate required hereunder;

(h) any assets of any compensation or benefit plan or arrangement of Sellers, including Employee Benefit Plans;

(i) except for the Community Television Shares, all shares of capital stock, partnership interests and member or limited liability company interests and all other equity interests and securities of, held by or in Sellers, including the limited liability company interests of NDTV in ND License and the limited liability company interests of SDTV in SD License;

(j) all notes, bonds and other evidences of indebtedness from, or other advances, intercompany accounts, transfers and investments made to or in, any or all of Sellers by its or their parent or members or by any Seller to or in another Seller (all such notes, bonds, evidences of indebtedness, advances, intercompany accounts, transfers and investments, collectively, "Intercompany Accounts");

(k) all records and documents in respect of the Excluded Assets; and

(l) all Accounts Receivable that are more than one hundred twenty (120) days old or that have a counterparty that is insolvent or bankrupt (it being acknowledged and agreed that Buyer shall cause Tom Hertz or other agents and representatives acceptable to Sellers to use commercially reasonable efforts to collect such Accounts Receivable in the same manner as Buyer shall collect the Accounts Receivable that are part of the Purchased Assets but shall be under no obligation to institute litigation); and

(m) the assets listed on Schedule 2.2(m).

For the avoidance of doubt, the parties acknowledge and agree that any assets and properties related to KXJB that are subject to the Option Agreement (including the FCC licenses, authorizations and permits and programming agreements of KXJB) and the related Asset Purchase Agreement entered into in respect thereof are owned or held by Catamount and are not Assets being purchased by Buyer under this Agreement.

2.3 Escrow Deposit.

(a) Pursuant to the terms of the Escrow Agreement, contemporaneously with the execution and delivery of this Agreement, Buyer has delivered the Escrow Deposit to the Escrow Agent to be held by the Escrow Agent to secure Buyer's timely performance and fulfillment of its obligations under this Agreement.

(b) At the Closing, Buyer and Sellers shall instruct the Escrow Agent to deliver, or disburse the Escrow Amount to Buyer.

(c) If this Agreement shall be terminated, then the Escrow Amount shall be paid, returned or disbursed, as applicable, in accordance with Section 12.2(b).

2.4 Purchase Price. In consideration for sale of the Assets to Buyer pursuant to the terms and subject to the conditions of this Agreement, Buyer shall assume the Assumed Liabilities from Sellers and shall pay to Sellers an aggregate amount equal to the sum of (i) Eighty-Six Million Eight Hundred Thousand Dollars (\$86,800,000) (the "Base Purchase Price") plus (ii) the Net Working Capital, minus (iii) the Remaining KFYZ Digital Upgrade Capital Expenditures, if any, minus (iv) the Remaining Fargo Master Control Project Capital Expenditures, if any. The Base Purchase Price plus the Net Working Capital (as adjusted pursuant to Section 2.6), less the Remaining KFYZ Digital Upgrade Capital Expenditures, if any, and less the Remaining Fargo Master Control Project Capital Expenditures, if any, are collectively referred to herein as the "Purchase Price". At the Closing, Buyer shall pay the Purchase Price by paying Sellers an aggregate amount equal to the sum of (i) the difference of the Base Purchase Price, less the Remaining KFYZ Digital Upgrade Capital Expenditures, if any, less the Remaining Fargo Master Control Project Capital Expenditures, if any, plus (ii) the amount of Estimated Net Working Capital calculated pursuant to Section 2.6(a). All such payments shall be made by wire transfer of immediately available Federal funds in accordance with the wire transfer instructions delivered by Sellers to Buyer no later than one (1) Business Day prior to the Closing Date.

2.5 Prorations and Adjustments as of Closing. The following provisions shall be used in determining Net Working Capital pursuant to Section 2.6, as appropriate:

(a) All revenues and all expenses arising from the Assets and the Business, including tower rental, business and license fees, utility charges, real and personal property taxes and assessments levied against the Assets and rebates thereof, property and equipment rentals, sales commissions payable, applicable copyright or other fees, including program license payments, sales and service charges, Taxes (except for Taxes arising from the transfer of the Assets under this Agreement), any accrued expenses, employee compensation, including wages, salaries and commissions, all accrued vacation pay, FCC regulatory fees, music and other license fees and similar prepaid and deferred items, shall be prorated between Buyer and Sellers in accordance with GAAP (to the extent not inconsistent therewith) and to effect the principle that Sellers shall receive all revenues and shall be responsible for all expenses, costs and liabilities allocable to the Business for the period ended immediately prior to the Effective Time, and Buyer shall receive all revenues and shall be responsible for all expenses, costs and obligations allocable to the Business for the period commencing immediately on and after the Effective Time.

(b) Notwithstanding anything else in this Section 2.5 to the contrary, any prorations and adjustments pursuant to Sections 2.5(a) and 2.6 shall be subject to the following:

(i) There shall be no adjustment for or in respect of the Excluded Assets and the Retained Liabilities;

(ii) No adjustment or proration between Buyer and Sellers shall be made in favor of Sellers or Buyer for the amount, if any, by which the value of the goods or services to be received by the Stations under the Stations' trade or barter agreements as of the Effective Time exceeds, or is less than, the value of any advertising time remaining to be run on the Stations under such trade or barter agreements as of the Effective Time, except that (i) an adjustment and proration shall be made in favor of Buyer to the extent that the aggregate amount of any advertising time remaining to be run by the Stations under trade or barter agreements as of the Effective Time exceeds by more than Twenty-Five Thousand Dollars (\$25,000) in the aggregate the fair market value of the goods or services to be received by the Stations as of the Effective Time under such trade or barter agreements, or (ii) an adjustment and proration shall be made in favor of Sellers to the extent that the aggregate fair market value of the goods or services to be received by the Stations under trade and barter agreements as of the Effective Time exceeds by more than Twenty-Five Thousand Dollars (\$25,000) in the aggregate of the aggregate amount of any advertising time remaining to be run by the Stations under trade or barter agreements as of the Effective Time. For purposes of the foregoing adjustment for trade and barter, the RV Trade and all syndicated and network program barter shall be disregarded and excluded; and

(iii) There shall be no adjustment or proration between Buyer and Sellers for program barter. There shall be no adjustment or proration between Buyer and Sellers for payments due under the Programming Contracts except as expressly set forth in this Section 2.5(b)(iii). Except as set forth herein for the month in which the Effective Time occurs, Sellers shall be responsible for filing and paying all film or programming license fees due and payable under the Programming Contracts prior to the Effective Time, and Buyer shall be responsible for filing and paying all such fees on and after the Effective Time; provided, however, that for the month in which the Effective Time occurs, such obligations for such month shall be allocated on a pro-rata basis based on the day of the month immediately prior to the Effective Time. Deposits for Programming Contracts, if any, shall

be fully credited to Sellers, provided, that on the Closing Date, such credit will be reduced on a pro-rated basis based on the length of the term that the film or program was available to be aired on the Stations prior to the Effective Time and the total length of the term that the film or program is available to air on the Stations on and after the Effective Time.

2.6 Net Working Capital; Post-Closing Adjustment.

(a) Not less than two (2) Business Days prior to the Closing Date, Sellers shall deliver to Buyer a balance sheet for the Business as of the close of business on the last day of the calendar month immediately preceding the date of delivery of such balance sheet (the “Preliminary Balance Sheet”). The Preliminary Balance Sheet shall be prepared in accordance with GAAP consistent with past practices of Sellers and shall contain a calculation of the Estimated Net Working Capital. In conjunction with delivering the Preliminary Balance Sheet, Sellers shall also deliver to Buyer such work papers, schedules and detail reports that support the balance sheet accounts and the calculation of the Estimated Net Working Capital set forth in the Preliminary Balance Sheet. Sellers shall, upon delivery of such Preliminary Balance Sheet, permit Buyer and its representatives access to the accounting records and accountant work papers (if any) used in connection with the preparation of the Preliminary Balance Sheet and the calculation of the Estimated Net Working Capital set forth therein.

(b) Within forty-five (45) days after the Closing Date, Buyer shall prepare and deliver to Sellers a balance sheet of the Business as of the Effective Time (the “Closing Balance Sheet”). The Closing Balance Sheet shall be prepared in accordance with GAAP consistent with the past practices of Sellers and shall contain a calculation of the Net Working Capital. In conjunction with delivering the Closing Balance Sheet, Buyer shall also deliver to Sellers such work papers, schedules and detail reports that support the balance sheet accounts and the calculation of Net Working Capital set forth in the Closing Balance Sheet. Buyer shall, following such delivery and at the request of Sellers, permit Sellers and their representatives access to the accounting records and accountant work papers (if any) used in connection with the preparation of the Closing Balance Sheet and the calculation of the Net Working Capital set forth therein.

(c) Within forty-five (45) days after the date the Closing Balance Sheet is delivered to Sellers, Sellers shall complete their examination of the Closing Balance Sheet and the calculation of Net Working Capital set forth therein and shall deliver to Buyer either (i) the written acknowledgement of their acceptance of the Closing Balance Sheet and the calculation of Net Working Capital set forth therein or (ii) a written report setting forth any proposed adjustments to the Closing Balance Sheet and/or the calculation of Net Working Capital set forth therein (the “Adjustment Report”). If Sellers fail to deliver such acknowledgement or the Adjustment Report within such forty-five (45) day period, then the Closing Balance Sheet and the calculation of Net Working Capital set forth therein shall be deemed to be correct and to have been finally determined for purposes of this Section 2.6.

(d) If Sellers and Buyer fail to agree on any or all of the proposed adjustments to the Closing Balance Sheet and/or the calculation of Net Working Capital set forth therein contained in the Adjustment Report within thirty (30) days after Buyer receives the Adjustment Report and the amount in dispute exceeds Twenty-Five Thousand Dollars (\$25,000), then either party may notify a “big four” independent certified public accounting firm as may be mutually agreed upon by the parties of the need for its services as an independent auditor and not as an auditor or advisor for

Sellers or Buyer (the “Independent Auditor”). The Independent Auditor shall be instructed to make the final determination with respect to the correctness of the proposed adjustments in the Adjustment Report in accordance with the terms and provisions of this Agreement within thirty (30) days after the submission thereof. The decision by the Independent Auditor as to the adjustments that should be made to the Closing Balance Sheet and/or the calculation of Net Working Capital shall be final and binding on Sellers and Buyer absent manifest error. Buyer, on one hand, and Sellers, on the other hand, shall share equally the costs and expenses of the Independent Auditor but each party shall bear its own legal and other expenses, if any. If the amount in dispute is equal to or less Twenty-Five Thousand Dollars (\$25,000), then the dispute shall not be submitted to the Independent Auditor, and such amount shall be divided equally between Buyer, on one hand, and Sellers, on the other hand.

(e) The term “Final Closing Balance Sheet” shall mean the Closing Balance Sheet and the calculation of Net Working Capital set forth therein delivered by Buyer to Sellers pursuant to Section 2.6(b), as adjusted, if at all, pursuant to this Section 2.6. The date on which the Closing Balance Sheet and the calculation of Net Working Capital set forth therein is finally determined pursuant to this Section 2.6 shall hereinafter be referred to as the “Settlement Date.”

(f) (i) If the Net Working Capital as determined from the Final Closing Balance Sheet is greater (*i.e.*, more positive) than the Estimated Net Working Capital, then Buyer shall pay to Sellers, within five (5) Business Days after the Settlement Date, an amount equal to such difference.

(ii) If the Net Working Capital as determined from the Final Closing Balance Sheet is less than the Estimated Net Working Capital (*i.e.*, less positive), then Sellers shall pay to Buyer, within five (5) Business Days after the Settlement Date, an amount equal to such difference.

(g) Any payments required pursuant to Section 2.6(f) shall be made by wire transfer of immediately available Federal funds for credit to the recipient in accordance with wire transfer instructions provided by such recipient in writing (or by such other method of funds transfer as may be agreed upon by Buyer and Sellers).

(h) If either Buyer or Sellers fail to pay when due any amount under this Section 2.6, interest on such amount will accrue from the date payment was due and be payable until paid at the per annum rate of the “prime rate” as published in the Money Rates column of the Eastern Edition of The Wall Street Journal (or the average of such rates if more than one rate is indicated) plus two percent (2%) and shall be payable upon demand.

2.7 Assumption of Liabilities. Except as set forth below, Buyer expressly does not, and shall not, assume or be deemed to assume any liabilities or obligations of Sellers. On, from and after the Effective Time, Buyer shall assume and agree to duly and timely pay, discharge, defend and perform as and when due:

(a) any and all obligations and liabilities of Sellers under the Assumed Contracts, the Licenses and the Station Licenses to the extent that such obligations and liabilities arise or accrue with respect to the operation of the Business as of or after the Effective Time;

(b) any and all liabilities and obligations to be assumed by or the responsibility of Buyer as set forth in Section 7.1;

(c) any and all liabilities and obligations relating to the Business that arise with respect to events occurring on or after the Effective Time that relates to the period from and after the Effective Time;

(d) any and all liabilities and obligations of Sellers to the extent accrued as a current liability on the Closing Balance Sheet and for which Buyer receives an adjustment to the Purchase Price as part of Net Working Capital pursuant to Sections 2.5 and 2.6;

(e) any and all liabilities and obligations of Sellers for any advance payments or deposits for which Buyer receives an adjustment to the Purchase Price as part of Net Working Capital; and

(f) any and all remaining liabilities and obligations (payment or otherwise) related to the KFYZ Digital Upgrade and the Fargo Master Control Project.

All of the foregoing under this Section 2.7, together with other liabilities or obligations expressly assumed by Buyer under this Agreement or any other document, agreement or instrument required of Buyer under this Agreement, are referred to herein collectively as the “Assumed Liabilities”. Sellers shall retain all liabilities and obligations of Sellers, other than the Assumed Liabilities (the “Retained Liabilities”), including any and all liabilities under any compensation or benefit plan or arrangement of Sellers or any Employee Benefit Plan (except as set forth in Section 7.1). Sellers shall pay, perform and discharge the Retained Liabilities.

2.8 Allocation of Purchase Price. Sellers and Buyer will engage Bond & Pecaro, Inc. to allocate the purchase consideration payable under Section 2.4 (including the Purchase Price and, for this purpose, the Assumed Liabilities) to and among the Assets in accordance with the requirements of Code §1060 and the regulations thereunder. Sellers, on the one hand, and Buyer, on the other hand, shall equally pay the costs and expenses of Bond & Pecaro, Inc. for such engagement. Sellers shall have the right to object to such tax allocations prepared by Bond & Pecaro, Inc. for a period of thirty (30) days following Sellers’ receipt thereof by providing written notice of objection to Buyer. If Sellers do not provide any such notice of objection within such time period, then the tax allocations prepared by Bond & Pecaro, Inc. shall be deemed accepted by Sellers. If Sellers provide any such notice of objection, then the allocation of the purchase consideration payable under Section 2.4 (including the Purchase Price and, for this purpose, the Assumed Liabilities) to and among the Assets as required by Code §1060 and the regulations thereunder shall be determined by the Independent Auditor in accordance the procedures set forth in Section 2.6(d) (as if such section applied to the determination of the tax allocations described in this Section 2.8. The Bond & Pecaro, Inc. tax allocations agreed to by Sellers or the tax allocations determined by the Independent Auditor, as applicable, shall be referred to herein as the “Final Tax Allocations”). Sellers and Buyer shall each file its federal income tax returns and its other tax returns reflecting the Final Tax Allocations. The Final Tax Allocations shall be set out on a separate Schedule 2.8 to be attached to this Agreement prior to Closing, which shall be signed by all parties. Each party agrees to file Form 8594 with its return in accordance with Schedule 2.8. The Final Tax Allocation shall be binding upon all parties.

2.9 Deferred Consents. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign or transfer any Contract or any claim, right, or benefit arising thereunder or resulting therefrom, if an attempted assignment or transfer thereof, without the consent of a third party thereto would constitute a breach thereof. If such consent is not

obtained prior to Closing (a “Deferred Consent”), or if an attempted assignment or transfer thereof would be ineffective or would affect the rights thereunder so that Buyer would not receive all such rights, then (i) Sellers and Buyer will cooperate, in all reasonable respects, to obtain such Deferred Consents as soon as practicable; provided that Sellers shall have no obligation (y) to pay any fees or provide or deliver any other consideration to any Person in order to obtain any Deferred Consent, or (z) to agree to any adverse change in any License or Assumed Contract in order to obtain a Deferred Consent, and (ii) until such Deferred Consent is obtained, Sellers and Buyer will cooperate in all reasonable respects to provide to Buyer the benefits under the Contract to which such Deferred Consent relates and Buyer shall be responsible for all the liabilities and obligations thereunder arising after the Effective Time. In particular, in the event that any such Deferred Consent is not obtained prior to Closing, then Buyer and Sellers shall enter into such arrangements (including subleasing or subcontracting if permitted) to provide to the parties the economic and operational equivalent of obtaining such Deferred Consent and assigning or transferring such Contract, including enforcement for the benefit of Buyer of all claims or rights arising thereunder, and the performance by Buyer of the obligations thereunder on a prompt and punctual basis.

ARTICLE 3: GOVERNMENTAL APPROVALS AND CONTROL OF STATION

3.1 FCC Consents.

(a) The purchase and sale of the Assets as contemplated by this Agreement shall be in all respects subject to, and conditioned upon, the receipt of prior FCC Consents that shall have become Final Orders (unless such Final Order requirement shall be waived by all parties).

(b) Within five (5) Business Days after the execution and delivery of this Agreement, Buyer and Sellers shall prepare, execute and file with the FCC the Assignment Applications. Buyer and Sellers agree to prosecute the Assignment Applications with all reasonable diligence and take all steps reasonably necessary and otherwise use their commercially reasonable efforts to obtain the FCC Consents as expeditiously as possible, including the filing of all appropriate or necessary supplemental filings and amendments and vigorously contesting and opposing any petitions, objections, challenges or requests for reconsideration thereof, provided however, that neither Buyer nor Sellers shall have any obligation to participate in an evidentiary hearing on the Assignment Applications. No party hereto shall take any action not contemplated by this Agreement that such party knows or would reasonably be expected to know would adversely affect obtaining the FCC Consents or adversely affect the FCC Consents becoming Final Orders. Each party will promptly provide the other party with true, correct and complete copies of all pleadings, orders, filings or other material documents served on them related to the Assignment Applications or the FCC Consents. All filing fees related to the Assignment Applications shall be borne and paid equally by Buyer, on one hand, and Sellers, on the other hand.

(c) Each party agrees to comply with any condition imposed on it by any FCC Consent, except that no party shall be required to comply with a condition if compliance with the condition would have a material adverse effect upon it.

(d) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consents and this Agreement shall not have been terminated by Buyer or Sellers pursuant to Section 12.1, the parties hereto shall jointly request an extension (or extensions, as necessary) of the effective period of the FCC Consents. No extension of the FCC Consents shall limit the right of any party to exercise its rights under Section 12.1.

(e) The parties acknowledge that the License Renewals are pending before the FCC. To the extent reasonably necessary to expedite the grant of the License Renewals, and thereby facilitate grant of the Assignment Applications, Sellers shall be permitted to enter into tolling agreements with the FCC with respect to the relevant License Renewal to extend, for a period of up to three years following the date of renewal, the statute of limitations for the FCC to determine or impose a forfeiture penalty against the subject Station in connection with any pending complaints that such Station aired programming that contained obscene, indecent, or profane material (“Tolling Agreements”). Sellers shall consult with Buyer prior to entering any such Tolling Agreement.

3.2 Control Prior to Closing. Between the date hereof and the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the operation of the Stations. Such operation, including complete control and supervision of all programs, employees and policies, shall be the sole responsibility of the applicable Seller.

3.3 HSR Act Filing.

(a) Within ten (10) Business Days after the execution and delivery of this Agreement, Buyer and Sellers shall each complete and file, or cause to be completed and filed, with the United States Federal Trade Commission (“FTC”) and the Antitrust Division of the United States Department of Justice (“DOJ”) all filings, materials and information required to be filed in connection with the transactions contemplated by this Agreement under the HSR Act, including the “Antitrust Improvements Act Notification and Report Form for Certain Mergers and Acquisitions” (the “HSR Notification and Report Form”). Buyer, on the one hand, and Sellers, on the other hand, have each paid 50% all filing fees required under the HSR Act.

(b) Buyer and Sellers shall request early termination of the waiting period with respect to the HSR Notification and Report Form, shall use their reasonable best efforts and shall reasonably cooperate with each other to obtain such early termination of the waiting period, and shall make any further filings and shall promptly complete and file responses to all requests for additional data and information that may be made by the FTC or the DOJ. Without limiting the foregoing, Buyer and Sellers each shall promptly take all such actions, and shall promptly file and use reasonable best efforts to have declared effective or approved, all documents and notifications with any Governmental Authorities as may be necessary or may reasonably be requested under applicable state and federal antitrust laws for the consummation of the transactions contemplated by this Agreement.

3.4 Other Governmental Consents. Promptly following the date of this Agreement, Buyer and Sellers shall prepare and file with the appropriate Governmental Authorities any notices as well as any other requests for approval or waiver that are required from such Governmental Authorities in connection with the transactions contemplated hereby and shall diligently and expeditiously prosecute, and shall reasonably cooperate with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF SELLERS

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

4.1 Organization and Standing. Each Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to

conduct business as a foreign limited liability company in each jurisdiction in which such qualification is required, except where the failure to be so qualified would not have a Material Adverse Effect. Each Seller has the requisite limited liability company power to own, lease, and operate its properties and to carry on its business as now conducted.

4.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement by Sellers and the agreements, documents and instruments required under this Agreement to which Sellers are parties, and the consummation by Sellers of the transactions contemplated hereby and thereby, are within the limited liability company power of Sellers and have been duly authorized by all necessary limited liability company action by Sellers and its members, and no approval from or notice to any of the members of Sellers is required regarding the same that has not been obtained or given, as applicable. This Agreement is, and the other agreements, documents and instruments required by this Agreement to which Sellers are parties will be, when executed and delivered by Sellers, the valid and binding obligation of Sellers, enforceable against them in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles, which may limit the right to obtain equitable remedies.

4.3 Absence of Conflicting Agreements; Consents. Except as set forth in Schedule 4.3, neither the execution, delivery or performance of this Agreement by Sellers, nor the consummation of the transactions contemplated hereby by Sellers, does or will, after the giving of notice, or the lapse of time or both, or otherwise:

(a) contravene, result in a breach of, or constitute a default under, any certificate of formation, limited liability company agreement or other governing or organizational instruments of Sellers;

(b) subject to obtaining the FCC Consents and obtaining and making any of the Consents, notices or filings required under the HSR Act, contravene or violate in any material respect any material applicable law, statute, ordinance, rule or regulation, or any court or administrative order or process, of any Governmental Authority to which Sellers are parties or by which Sellers or the Assets are bound;

(c) subject to obtaining the requisite Consents for the Assumed Contracts identified on Schedule 4.3, contravene in any material respect, or constitute a material default under, any Material Contract;

(d) require the consent, waiver, approval, permit, license, clearance or authorization of any Governmental Authority other than the FCC Consents and any Consents, notices or filings required under the HSR Act; or

(e) except as disclosed in Schedule 4.3, require the consent of any Person under any Material Contract.

4.4 Tangible Personal Property. Except as set forth in Schedule 4.4:

(a) Sellers own and have good title to their Tangible Personal Property, free and clear of any and all Liens other than Permitted Liens;

(b) To the Knowledge of Sellers, each item of Tangible Personal Property individually having a net book value in excess of Ten Thousand Dollars (\$10,000) presently in use at the Stations is in good operating condition and in a state of good maintenance and repair (ordinary wear and tear excepted);

(c) The Tangible Personal Property includes all items of tangible personal property used or held for use by Sellers in connection with the Business; and

(d) Those items of Tangible Personal Property constituting transmitting and studio equipment that are currently used by the Stations in their operations are operating and have been serviced and maintained by Sellers in accordance with normal industry standards and practices and applicable FCC rules and regulations.

(e) Schedule 4.4(e) sets forth all leases of personal property (“Personal Property Leases”) involving annual payments in excess of Ten Thousand Dollars (\$10,000) relating to personal property used by Sellers in the Business or to which any Seller is a party or by which the Assets are bound. All of the items of personal property under the Personal Property Leases are in good condition and repair (ordinary wear and tear excepted), and such property has been maintained by Sellers in all material respects in such condition as is required of Sellers as to such property by the terms of the lease applicable thereto during the term of the lease. To the extent available to or in Sellers’ possession, Sellers have delivered or otherwise made available to Buyer true, correct and complete copies of the Personal Property Leases, together with all amendments, modifications or supplements thereto.

(f) Sellers have a valid and enforceable leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each of the Personal Property Leases is in full force and effect, in all material respects, and no Seller has received or given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Sellers under any of the Personal Property Leases and, to the Knowledge of Sellers, no other party is in default thereof, and no party to any of the Personal Property Leases has exercised any termination rights with respect thereto. Subject to obtaining the consents and waivers and taking the actions set forth on Schedule 4.3, no consent or approval from any other party to any Personal Property Lease is required by the transfer of each Personal Property Lease pursuant to the provisions of this Agreement.

4.5 Contracts.

(a) Schedule 4.5 lists all Assumed Contracts except: (i) Contracts entered into by Sellers in the ordinary course of business that may be canceled on thirty (30) days or less notice and without obligation or liabilities on the part of Sellers; and (ii) other Contracts entered into in the ordinary course of business not involving average annual payments or receipts by a Station or KXJB of greater than Ten Thousand Dollars (\$10,000) per Contract (the “Material Contracts”). Sellers have delivered or made available to Buyer originals or true and correct copies of all available written Material Contracts and accurate summaries of the material terms of all oral Material Contracts.

(b) Except as set forth in Schedule 4.5:

(i) No Seller is in default in any material respect under any Material Contract, and, to the Knowledge of Sellers, no other Person that is a party to any such Material Contract is in default in any material respect thereunder, and, to the Knowledge of Sellers, no event has occurred that with the passage of time or the giving of notice or both would constitute a default in any material respect thereunder by Sellers or any other Person that is a party thereto; and

(ii) Each of the Assumed Contracts is valid, binding, enforceable and in full force and effect, in all material respects, and constitutes the legal and binding obligation of the applicable Seller and, to the Knowledge of Sellers, each other Person that is a party thereto in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles, which may limit the right to obtain equitable remedies.

4.6 Intangibles.

(a) Schedule 4.6 is a complete list as of the date of this Agreement of all material items of Intangibles (exclusive of Licenses and trade secrets). Sellers have provided or made available to Buyer correct and complete copies of all documents in Seller's possession establishing or evidencing Sellers' rights to the Intangibles listed on such Schedule.

(b) Except as set forth on Schedule 4.6:

(i) Sellers' rights and interests in Intangibles have been issued or granted to or are owned by Sellers and are valid and uncontested;

(ii) To the Knowledge of Sellers, Sellers' use of the Intangibles does not infringe in any material respect upon the rights of any third party to or under any trademarks, trade names, service marks or service names, and is in accordance in all material respects with the copyrights or other intellectual property rights owned or held by any third party, and Sellers have not received any written threat alleging that the use of any Intangibles by Sellers infringes in any material respect upon the rights of any third party to or under any trademarks, trade names, service marks or service names; and

(iii) To the Knowledge of Sellers, no other Person is challenging, infringing on or is otherwise violating, in any material respect, any rights of Sellers with respect to the Intangibles; and

(iv) Sellers have not granted, nor are obligated to grant, any license, sub-license or assignment of any Intangibles.

4.7 Real Property; Leases.

(a) Schedule 4.7(a) lists the Real Property owned by Sellers. With respect to each parcel of Real Property owned by Sellers or as to which Sellers hold an easement interest in:

(i) The applicable Seller has good and marketable fee simple title thereto or a valid easement interest in, as applicable, free and clear of all Liens except for Permitted Liens;

(ii) The applicable Seller has delivered to Buyer such copies of the following as such Seller has in its possession: (A) deeds, title insurance policies and surveys relating to such Real Property and (B) Liens affecting such Real Property;

(iii) There are no leases, subleases, licenses or other agreements granting any other Person the right of use or occupancy of any portion thereof, except as disclosed on Schedule 4.7(a) or Schedule 4.7(b);

(iv) There are no existing options or contracts to sell or assign the applicable Seller's interest therein, and there are no rights of first refusal outstanding with respect thereto, except as disclosed on Schedule 4.7(a) or as contemplated by this Agreement;

(v) The applicable Seller has not received notice of any non-compliance with current zoning or land use laws or of any pending condemnation or similar proceeding affecting such owned Real Property or any portion thereof, and, to the Knowledge of Sellers, no such action is presently threatened;

(vi) Sellers have not received any written notice of, or other writing referring to, or have any other Knowledge of, any requirements or recommendations by (i) any Governmental Authority or (ii) any insurance company that has issued a title insurance policy covering any part of the Real Property or by any board of fire underwriters or other body exercising similar functions, requiring any repairs or work to be done on any part of the Real Property, which repair or work has not been completed;

(vii) There are no pending, or, to the Knowledge of Sellers, threatened proceedings, claims or disputes, and to the Knowledge of Sellers, there are no conditions affecting or threatening any of the Real Property, that, in any case, are reasonably likely to curtail or interfere in any material respect with the use thereof in connection with the operation of the Business as the same has been conducted by Sellers prior to the date hereof; and

(viii) To the Knowledge of Sellers, none of the Liens included as continuing on either Schedule 4.7(a) or Schedule 4.7(b) has (A) materially interfered with the use of the Real Property in connection with the operation of the conduct of the Business in all material respects in the same manner as the Business has been conducted by Sellers prior to the date hereof or (B) has materially adversely affected the value of the Real Property affected thereby, as Sellers reasonably value such Real Property for the operation of the Business.

(b) The licenses, leases and subleases listed on Schedule 4.7(b) (collectively, the "Leases") constitute all of the licenses, leases or subleases for the use or occupancy of Real Property used or held for use by Sellers in the Business. With respect to each such Lease:

(i) The applicable Seller has valid leasehold title to such Lease subject only to the Permitted Liens;

(ii) The applicable Seller is not in material breach or in default of such Lease, and, to the Knowledge of Sellers, no other Person that is a party to any such Lease is in material breach or default thereunder. To the Knowledge of Seller, no event has occurred that (whether with or without notice or lapse of time) would constitute a material default by Seller or any other party thereto under any Lease;

(iii) Each of the Leases is legal, valid, binding, enforceable and in full force and effect in all material respects, and constitutes the legal and binding obligation of the applicable Seller and, to the Knowledge of Sellers, any other Person that is a party thereto in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles, which may limit the right to obtain equitable remedies;

(iv) Except as set forth in Schedule 4.7(b), the applicable Seller, and, to the Knowledge of Sellers, the other Person that is party thereto, has not assigned, transferred, conveyed, mortgaged, deeded in trust or caused any Lien (other than any Permitted Lien) to exist with respect to any interest of the Seller in such Lease;

(v) The applicable Seller has delivered to Buyer true and complete copies of (i) all Leases, tenant estoppels, subordination non-disturbance agreements, title insurance policies and surveys relating to the property which is subject to the Lease to the extent they exist and are in Sellers' possession;

(vi) There are no pending, or to the Knowledge of Sellers, threatened proceedings, claims or disputes, and to the Knowledge of Sellers, there are no conditions affecting or threatening any Leases, that are reasonably likely to curtail or interfere in any material respect with the use of any leased property in connection with the conduct of the Business as the same has been conducted by Sellers prior to the date hereof;

(vii) Sellers have not received written notice that any real property that is subject to any Lease is subject to any suit for condemnation or other taking by any public authority and, to the Knowledge of Sellers, no such action is presently contemplated or threatened;

(viii) Except as set forth on Schedule 4.7(b), no Seller is a party to any sublease or similar arrangement (whether written or oral) under which a Seller (or any Affiliate of a Seller) is a landlord, sublandlord or otherwise makes available any portion of any leased real property for use by any third party;

(ix) Seller has not received any written notice of, or other writing referring to, or has any other Knowledge of, any requirements or recommendations by (i) any Governmental Authority or (ii) any insurance company that has issued a policy covering any part of any leased real property or by any board of fire underwriters or other body exercising similar functions, requiring any repairs or work to be done on any part of any leased real property, which repair or work has not been completed;

(x) The applicable Seller has received all certificates of occupancy (or other such permits) required for the lawful use and occupancy of property subject to any of its Leases. True and correct copies of such permits and certificates (and any other licenses for the use and

operation of such leased property), have heretofore been made available or furnished to Buyer to the extent that the same are in Sellers' possession; and

(xi) The applicable Seller is not a party to, or, to the Knowledge of Sellers, is not obligated under any option, right of first refusal or other contractual right to sell, dispose of or lease any of its leased real property or any portion thereof or interest therein to any Person other than Buyer.

(c) The Real Property is accessible by public right of way or is otherwise reasonably accessible for purposes of conducting the use of such Real Property as presently conducted by Sellers in conjunction with the operation of the Business.

4.8 Financial Statements.

(a) Attached as Schedule 4.8(a) are true and complete copies of the draft audited consolidated balance sheet of Sellers as of December 31, 2005 (the "Audited Balance Sheet") and the related draft consolidated statements of operations (including Catamount related to KXJB), changes in members' equity, and cash flows for the fiscal year then ended (together with the audited balance sheet and the financial statements to be delivered pursuant to Section 6.4(b), the "Audited Financial Statements"). The Audited Financial Statements (i) have been prepared in accordance with GAAP applied on a basis consistent throughout the periods covered thereby (except as disclosed therein) and (ii) present fairly, in all material respects, the financial condition of Sellers (including, with respect to such consolidated statement of operations, Catamount related to KXJB) described therein as at the dates indicated and the results of their operations and their cash flows for the years then ended.

(b) Attached as Schedule 4.8(b) are true and complete copies of the unaudited consolidating balance sheets (collectively, the "Most Recent Balance Sheet") of Sellers as of March 31, 2006 (the "Most Recent Fiscal Month End") and the related consolidating statement of operations (including Catamount related to KXJB) for the three (3) month period then ended (collectively, the "Interim Financial Statements"). Except as disclosed in Schedule 4.8(b), the Interim Financial Statements (i) have been prepared in accordance with GAAP applied on a basis consistent with past practices of Sellers (including, with respect to such consolidated statement of operations, Catamount related to KXJB); and (ii) present fairly, in all material respects, the financial condition of Sellers (including, with respect to such consolidated statement of operations, Catamount related to KXJB) as at the date indicated and the results of their operations for the period then ended; provided that the Interim Financial Statements lack footnotes and other presentation items required under GAAP and are subject to year-end audit adjustments.

4.9 Conduct of Business. Except as disclosed in Schedule 4.9 or as contemplated or permitted under this Agreement, since December 31, 2005:

(a) Sellers have conducted the Business in the ordinary course of business; and

(b) Sellers have not:

(i) made any material adverse amendment to or terminated any Material Contract, Lease, or License to which Sellers are parties with respect to the Business (except in connection with the expiration thereof in accordance with their respective terms);

(ii) made any increase in compensation paid, payable or to become payable by Sellers to their employees outside of the ordinary course of business or otherwise increased the level of any employee benefits provided to an employee of the Business;

(iii) incurred material loss of or to any Assets not covered by insurance (excluding normal deductibles) or voluntarily waived any rights of material value;

(iv) made any material adverse change to any existing material commitment or liability to any labor organization that represents, or proposes to represent, employees of the Stations;

(v) sold, assigned or otherwise transferred or disposed of any Assets used or held for use in the Business having a fair market value in excess of Ten Thousand Dollars (\$10,000) individually or in the aggregate, except (A) in the ordinary course of business, (B) in connection with the acquisition of similar or replacement property or assets, (C) inventory sold in the ordinary course of business, or (D) obsolete Assets not used or held for use in the Business; or

(vi) made any material change in any method of accounting or accounting practice; and

(c) There has not occurred any Material Adverse Effect, and, to the Knowledge of Sellers, there is no condition of any kind in existence as of the date of this Agreement that would, with the passage of time, reasonably be expected to have a Material Adverse Effect.

4.10 Litigation. Except as set forth in Schedule 4.10 and except for proceedings (including FCC rulemaking proceedings) generally affecting the television broadcasting industry generally, there is no decree, judgment, order, litigation, arbitration proceeding or other legal or administrative proceeding pending or, to the Knowledge of Sellers, threatened against Sellers by or before any Governmental Authority that is reasonably likely to have a Material Adverse Effect.

4.11 Compliance with Laws. Except as set forth in Schedules 4.13(a), 4.13(b), 4.13(c), 4.13(d) and 4.13(e), (i) Sellers are in compliance, in all material respects, with all federal, state and local laws, statutes, ordinances, rules and regulations and all court or administrative orders or processes applicable thereto, and (ii) no Seller has received any written or other notice from any Governmental Authority of, or been charged by any Governmental Authority with, the violation of any applicable laws relating to the Business.

4.12 Taxes. Except as set forth on Schedule 4.12:

(a) All federal, state and local Tax returns required to be filed by or on behalf of Sellers have been timely filed (subject to any permitted filing date extensions) with the appropriate Governmental Authorities in all jurisdictions in which such returns and reports are required to be filed on or prior to the date hereof, and all Taxes owed by Sellers have been paid, whether or not shown or required to be shown on such Tax returns. All such tax returns were accurate, complete and correct in all material respects;

(b) To the Knowledge of Sellers, no claim has ever been made by any taxing authority in a jurisdiction where a Seller does not file Tax returns that a Seller is or may be subject to taxation by such jurisdiction;

(c) Sellers have not requested, and are not current beneficiaries of, any extension of time within which to file any Tax returns;

(d) Sellers have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid to any employee, independent contractor, creditor, member or other third Person; and

(e) There are no Liens for unpaid Taxes (other than for current Taxes either not yet due and payable or being contested in good faith) upon the Assets.

4.13 FCC Matters.

(a) Schedule 4.13(a) identifies and includes a complete list of all Station Licenses and the applicable expiration dates thereof. The Station Licenses are in full force and effect and have not been revoked, suspended, cancelled, rescinded, or terminated and have not expired. The applicable Sellers are the authorized holders of the Station Licenses. The Station Licenses listed on Schedule 4.13(a) constitute all of the licenses and authorizations issued by the FCC and required under the Communications Act and the current rules, regulations and published policies of the FCC for the lawful conduct of the Stations as operated by Sellers on the date hereof. Sellers know of no fact, reason or proceeding that would disqualify Sellers as the assignors of the Station Licenses and, to the Knowledge of Sellers, Sellers have no reason to believe that the Assignment Applications are reasonably likely to be challenged or are reasonably likely not to be granted by the FCC in the ordinary course due to any fact or circumstance relating to Sellers' qualifications to hold the Station Licenses.

(b) Except as set forth on Schedule 4.13(b) and except for any FCC rulemakings or other proceedings affecting the television broadcasting industry generally, as of the date of this Agreement, there is no pending or, to the Knowledge of Sellers, threatened investigation by or before the FCC or other Governmental Authority, or any order to show cause, notice of violation, notice of apparent liability, notice of forfeiture or complaint by, before or with the FCC with respect to Sellers or the Stations.

(c) Except as set forth on Schedules 4.13(b), 4.13(c), and 4.13(d), the Stations, their physical facilities, electrical, and mechanical systems and transmitting and studio equipment are and have been operating in all material respects in accordance with the specifications of the applicable Station Licenses, and are in compliance in all material respects with the Communications Act and the rules, regulations and published policies of the FCC. Except as set forth in Schedule 4.13(c), all material filings (including regulatory fee payments), registrations, reports and statements that Sellers are required to file with the FCC or the Federal Aviation Administration or to place in the applicable Station's public inspection file during the current applicable terms of the Station Licenses have been timely filed and are true and correct in all material respects. The most recent renewals of the Station Licenses were granted in the ordinary course for full renewal terms without any conditions (other than conditions set forth in the grant of renewal and those conditions generally applicable to television stations of the same type and class as the Stations). Seller is not aware of any act or

omission that is reasonably likely to result in a refusal by the FCC to renew the Station Licenses for a full term.

(d) Except as set forth on Schedule 4.13(d), each of the Stations, including both their respective analog and, for Stations with Station Licenses issued under Part 73 of the FCC's rules, digital facilities, is operating in accordance with the applicable Station License in all material respects and not pursuant to any special temporary authority or other waiver. Except as set forth on Schedule 4.13(e), each of the Stations holding an analog Station License under Part 73 of the FCC's rules has completed the construction of digital facilities required by the FCC's Report and Order released on September 7, 2004 in MB Docket No. 03-15 and has obtained or filed an application for a license to cover its DTV construction permit. For those Stations identified in the preceding sentence which have a construction permit rather than a license for DTV service, Schedule 4.13(d) includes a table which provides (i) the status of construction of the Station's DTV facilities, (ii) the estimated date of completion of construction (with the understanding that completion of construction will entitle the appropriate Seller to file an application with the FCC for a license to cover the construction permit), and (iii) if the estimated date for completion of construction is after July 1, 2006, the reasons for the delay.

(e) Except as set forth on Schedule 4.13(e), each Station holding an analog Station License under Part 73 of the FCC's rules has been assigned a channel by the FCC for the provision of digital television ("DTV") service. There are no pending petitions for rulemaking or notices of proposed rulemaking to reallocate the DTV allotment of any Station or, to the Knowledge of Sellers, to reallocate the digital or analog television allotment of any other station that would reasonably be expected to have a Material Adverse Effect on any Station. Each Station holding an analog Station License under Part 73 of the FCC rules is or has been authorized under a construction permit issued by the FCC to construct DTV facilities. Except as set forth in Schedule 4.13(d), there is no pending application before the FCC for any of the Stations to modify their Licenses for DTV service or to change such Station's DTV allotment. Except as set forth in Schedule 4.13(d), each of the Stations holding an analog Station License under Part 73 of the FCC's rules has a Station License (construction permit or license) from the FCC to operate DTV facilities that are identical to the facilities certified by the applicable Seller on FCC Form 381 and predicted to at least replicate the area and population coverage of such Station's 1997 Grade B contour as set forth in Appendix B to the *Memorandum Opinion and Order On Reconsideration of the Sixth Report and Order*, 13 FCC Rcd 7418 (1998). Except as set forth in Schedule 4.13(e), KQCD-TV, KMOT(TV), and KUMV-TV have notified the FCC in a timely manner of their intent to flash cut from analog to digital transmission by the end of the DTV transition.

(f) The information disclosed on Schedule 4.13(f) is true, correct and complete in all material respects as of the date hereof and includes the following:

- (i) a list of all Market Cable Systems carrying the signal of each of the Stations;
- (ii) a list of all Market Cable Systems on which each of the Stations, respectively, made a must-carry election for the period ending December 31, 2008 (by default or otherwise) and on which such Station is not currently carried;
- (iii) a list of all direct broadcast satellite systems carrying the signal of each of the Stations;

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

(v) a list of all Market Cable Systems, if any, which are carrying any of the Stations and that notified Sellers or a Station of such Market Cable System's intention to delete the Station from carriage or to change the channel position of the Station on such cable system;

(vi) a list of all retransmission consent elections made by each of the Stations for the three-year period ending December 31, 2008;

(vii) a list of each notice, if any, received by Sellers or by any Station from any Market Cable System alleging that Station does not deliver an adequate quality signal, as defined in 47 C.F.R. § 76.55(c)(3), to such Market Cable System's principal headend (other than any such notice as to which such failure has been remedied or been determined not to exist), and all further material correspondence between Sellers or the Station and the Market Cable System relating to such notice;

(viii) a list of all pending petitions for special relief to modify the area in which the Station is entitled to demand must-carry pursuant to the rules and regulations of the FCC; and

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

Sellers have delivered or made available to Buyer true and correct copies of all material notices, agreements, correspondence, petitions and other items described in this Section 4.13.

4.14 Insurance. Schedule 4.14 contains a true and complete list of all insurance policies in respect of the Business that are in effect as of the date of this Agreement. All policies of insurance listed on Schedule 4.14 are in full force and effect in all material respects as of the date of this Agreement. Sellers maintain customary insurance policies covering their tangible Assets in respect of the Business and various occurrences that may be reasonably anticipated to arise in connection with the operation of the Business.

4.15 Employees.

(a) Sellers have furnished to Buyer a true and complete list of all employees of Sellers as of the date set forth in such list showing each of their names, titles, years of service and current compensation, including base salary and bonus. Except as set forth in Schedule 4.15(a) or as otherwise provided by applicable state law, the employment of all employees of Sellers is terminable at will.

(b) Except as set forth in Schedule 4.15(b):

(i) Sellers are not bound by any collective bargaining agreement covering any of their employees at the Stations, and, to the Knowledge of Sellers, there exists no organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of Sellers at the Stations; and

(ii) Sellers are not engaged in any material unfair labor practice or other material unlawful employment practice, and, to the Knowledge of Sellers, there are no charges of any material unfair labor practice or other material unlawful employment practice pending against Sellers before the National Labor Relations Board, the Equal Opportunity Commission, the Occupational Safety and Health Review Commission, the Department of Labor or any other Governmental Authority.

(iii) Sellers have not experienced any strikes, grievances or other collective bargaining disputes. No Seller has committed any unfair labor practice (as determined under any Law).

4.16 Employee Benefit Plans.

(a) Except as set forth in Schedule 4.16, no Seller maintains or is a party to or makes contributions to any “employee benefit plan,” within the meaning of Section 3(3) of ERISA or “multiemployer plan” within the meaning of Sections 3(37) or 4001(a)(3) of ERISA (the “Employee Benefit Plans”). All Employee Benefit Plans maintained by any Seller or to which any Seller is obligated to contribute are in all material respects maintained, funded and administered in compliance with ERISA, the Code, and other applicable law and no circumstances exists where Buyer would have any liability with respect to any Employee Benefit Plan on or following the Closing, except as set forth in Section 7.1. As to each Employee Benefit Plan for which an annual report is required to be filed under ERISA or the Code, no liabilities with respect to such plan existed on the date of the most recently filed annual report except as disclosed therein and, except as disclosed in Schedule 4.16, no material adverse change has occurred with respect to the financial data covered by the most recently filed annual report since the date thereof.

(b) Except as disclosed in Schedule 4.16, the execution of this Agreement and performance of the transactions contemplated hereby will not in and of itself constitute a triggering event under any Employee Benefit Plan or other arrangement or Contract that will result in any payment or benefit (whether of severance pay or otherwise) becoming due from any Seller and will not accelerate the time of payment or vesting any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable pursuant to, any of the Employee Benefit Plans and will not result in any breach or violation of, or a default under, any of the Employee Benefit Plans. Each Employee Benefit Plan that is an employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a plan that is unfunded and covers only employees who are among the select group of management or highly compensated employees of Sellers), if any, has received a favorable determination letter stating that the plan is qualified under Section 401(a) of the Code, or it is in a prototype or volume submitter plan document whose language has been pre-approved by the IRS as is evidenced by a letter from the IRS, and no event has occurred that is reasonably likely to result in the loss of the qualification of such plan under Section 401(a) of the Code. Except as set forth in Schedule 4.16, no Seller has ever maintained a pension plan subject to Section 412 of the Code or Title IV of ERISA, and no Seller has ever maintained, contributed to or been required to contribute to any employee benefit plan that is a “multiemployer plan” (as defined in Section 3(37)(A) or (D) of ERISA) as amended by the Multiemployer Pension Plan Amendments Acts of 1980. No circumstance exists where Buyer could have any liability with respect to a pension plan subject to Section 412 of the Code or Title IV of ERISA or a multiemployer plan that is or was sponsored by Sellers or any entity that is considered one employer with Sellers under Section 4001 of ERISA or Section 414 of the Code. No notice of a “reportable event”, within

the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed with respect to any Employee Benefit Plan of the Seller within the 12-month period ending on the date hereof or will be required to be filed in connection with the transactions contemplated by this Agreement.

(c) No “prohibited transaction,” within the meaning of Section 4975 of the Code or Sections 406 and 407 of ERISA, and not otherwise exempt under Section 408 of ERISA, has occurred with respect to any Employee Benefit Plan. There are no actions, suits or claims pending or, to the Knowledge of Sellers, threatened (other than routine claims for benefits) against any Employee Benefit Plan or against the assets of any Employee Benefit Plan. There are no audits, inquiries or proceedings pending or, to the Knowledge of Sellers, threatened by the IRS, the U.S. Department of Labor, or any other Governmental Authority with respect to any Employee Benefit Plan. Sellers are not subject to any penalty or tax with respect to any Employee Benefit Plan under Section 502(i) of ERISA or Sections 4975 through 4980 of the Code. Sellers have timely made all contributions and other payments required by and due under the terms of each Employee Benefit Plan. No Employee Benefit Plan has an “accumulated funding deficiency” (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and Sellers do not have an outstanding funding waiver. Sellers have not provided, or is required to provide, security to any Employee Benefit Plan pursuant to Section 401(a)(29) of the Code. Sellers have complied in all material respects with the notice and benefit obligations regarding any Employee Benefit Plan mandated by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Neither Sellers nor any of their subsidiaries have any obligations for retiree health and life benefits under any Employee Benefit Plan or have ever represented, promised or contracted (whether in oral or written form) to any current or past employee(s), directors(s) or consultants(s) that such individuals would be provided with retiree health or life benefits.

4.17 Environmental Compliance. Except as set forth on Schedule 4.17:

(a) Sellers have complied and are in compliance in all material respects with all Environmental Laws, and, to the Knowledge of Sellers, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed, commenced or threatened against Sellers that: (i) asserts or alleges that Sellers violated in any material respect any Environmental Laws or are otherwise subject to any material liabilities arising under any Environmental Laws, including material liabilities under Environmental Laws for personal injury, property damage, or natural resources damage; (ii) asserts or alleges that Sellers are required to clean up, remove or take remedial or other response action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials at or relating to the Real Property; or (iii) asserts or alleges that Sellers are required to pay all or a portion of the cost of any past, present or future cleanup, removal, remedial or other response action that arises out of, or is related to, the disposal, depositing, discharge, leaking or other release of any Hazardous Materials by Sellers at or relating to any of the Real Property;

(b) Sellers have obtained, have complied in all material respects with, and are in compliance in all material respects with, all permits that are required pursuant to Environmental Laws for Sellers’ operations and the occupation of the Real Property;

(c) Sellers have not caused Hazardous Materials to be stored, deposited, treated, recycled, disposed of, transported from, or released at any Real Property owned, leased, used,

operated or occupied by Sellers that would subject any owner or operator of such Real Property to liability for cleanup, removal or some other remedial action under any Environmental Laws or that has given or would give rise to any material liability under any Environmental Laws, including material liabilities under Environmental Laws for personal injury, property damage, or natural resources damages;

(d) To the Knowledge of Sellers, there are no: (i) tanks or other facilities on, under, or at the Real Property that contain any Hazardous Materials that, if known to be present in soils or ground water, would subject any owner or operator of such Real Property to liability for cleanup, removal or some other remedial action or material liability under any Environmental Laws; (ii) asbestos containing material in any form or condition; (iii) materials or equipment containing PCBs; or (iv) landfills, surface impoundments, or disposal areas; and

(e) None of Sellers is subject, as a result of its interest in the Real Property, to any judgment, order or citation related to or arising out of any Environmental Laws; none of Sellers has been named or listed as a potentially responsible party in a matter related to or arising out of any Environmental Laws; and to the Knowledge of Sellers, no such naming or listing is threatened.

4.18 Brokers. Except for the fees payable to Kalil & Co., Inc. and Sanders Morris Harris Group Inc., which fees shall be paid by Sellers, Sellers do not have any obligation or liability to pay any finders' or brokers' fees or commissions with respect to the transactions contemplated by this Agreement.

4.19 Title to Assets. On the Closing Date, each Seller will have and, subject to obtaining any required Consents, will convey to Buyer good and marketable title to all Assets that are owned by such Seller and valid and existing leasehold or license interests in all Assets that are leased or licensed by such Seller, in each case free and clear of all Liens, except for and subject only to Permitted Liens.

4.20 Sufficiency of Assets. Except as set forth in Schedule 4.20 and except for the Excluded Assets, the Assets, together with the assets that are the subject of the Other Acquisition Agreements, constitute all of the assets and properties that Sellers reasonably believe are necessary to operate the Business as currently conducted by Sellers. Except for the assets that are the subject of the Other Acquisition Agreements, no assets that Sellers reasonably believe are necessary to operate the Business as currently conducted by Sellers or that are used or held for use by Sellers in the conduct of the Business are located outside of the Stations or used by Affiliates of Sellers (other than another Seller).

4.21 Accounts Receivable. Except as may be set forth on Schedule 4.21, all Accounts Receivable as of Most Recent Balance Sheet Date: (i) are reflected and properly recorded on the books and records of Sellers; (ii) represent sales actually made in the ordinary course of business consistent with Sellers' past practices for goods or services delivered or rendered in bona fide arm's-length transactions; (iii) constitute only valid claims; (iv) to the Knowledge of Sellers, are not subject to any assertions of set-off, reduction, counterclaim or dispute; (v) have not been extended or rolled over in order to make them current; and (vi) are represented by one or more invoices, each of which has been generated, and provides for payment to be made, in the name of Sellers.

4.22 No Undisclosed Liabilities. Except as set forth on Schedule 4.22, Sellers have no liabilities of any kind relating to the Business that are required to be reflected on a balance sheet of

the Business in accordance with GAAP other than those (i) fully reflected in, reserved against or otherwise described in the Audited Balance Sheet or the notes thereto, (ii) incurred or arising in the ordinary course of business since December 31, 2005, or (iii) liabilities reflected in the terms of Contracts (including future film and programming commitments) disclosed to Buyer prior to the date hereof and not resulting from any breach by any Seller of any such Contract.

4.23 No Other Representations and Warranties. Except for the representations and warranties contained in this Agreement, in the Exhibits, Schedules and Annexes to this Agreement, and in the certificates required to be delivered pursuant to or in connection with this Agreement, none of Sellers and any other Person acting for Sellers makes any representation or warranty, express or implied, and Sellers hereby disclaim any such representation or warranty, whether by Sellers or their officers, directors, employees, agents, representatives or any other Person, with respect to the execution, delivery or performance by Sellers of this Agreement or with respect to the transactions contemplated by this Agreement, notwithstanding the delivery or disclosure to Buyer or any of its officers, directors, employees, agents or representatives or any other Person of any documentation or other information by Sellers or any of their officers, directors, employees, agents or representatives or any other Person with respect to any one or more of the foregoing.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

5.1 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and in good standing in each jurisdiction in which such qualification is necessary for Buyer to own its assets and conduct its business. Prior to Closing, Buyer will be qualified to do business in the States of North Dakota, South Dakota and Minnesota. Buyer has full power to own, lease, and operate its properties and to carry on its business as such is now conducted.

5.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement by Buyer and all of the agreements, documents and instruments required under this Agreement, and the consummation by Buyer of the transactions contemplated hereby and thereby, are within the power of Buyer and have been duly authorized by all necessary action by Buyer, and no approval from or notice to any of the members of Buyer is required regarding the same that has not been obtained or given, as applicable. This Agreement is, and the other agreements, documents and instruments required by this Agreement will be, when executed and delivered by Buyer, the valid and binding obligations of Buyer, enforceable against it in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

5.3 Absence of Conflicting Agreements; Consents. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby by Buyer does or will, after the giving of notice, or the lapse of time or both, or otherwise:

(a) contravene, result in a breach of, or constitute a default under, any certificate or articles of formation, organization or incorporation, bylaws, operating or limited liability company agreement or other applicable organizational or governing instruments or documents of Buyer;

(b) subject to obtaining the FCC Consents, contravene or violate in any material respect any material applicable law, statute, ordinance, rule or regulation, or any court or administrative order or process, of any Governmental Authority to which Buyer is a party or by which Buyer or its assets or properties are bound;

(c) contravene in any material respect, or constitute a default in any material respect under, any material contract or agreement to which Buyer is a party or by which Buyer or its assets or properties are bound;

(d) require the Consent of or notice to any Governmental Authority other than the FCC Consents and any Consents, notices or filings required under the HSR Act; or

(e) require the Consent of any Person under any agreement, arrangement or commitment of any nature which Buyer is a party to or bound by or which the assets or properties of Buyer are bound or subject.

5.4 Buyer Qualifications. Buyer is legally, technically, financially and otherwise qualified as, and is not taking action or contemplating taking action that might disqualify it from being, under present law (including the Communications Act) and present rules, regulations and published policies or practices of the FCC, the holder of the Station Licenses, as an owner or operator of the Business or any or all of the Stations, or as the owner of any or all of the Assets. Buyer knows of no fact, reason or proceeding that would disqualify Buyer as the assignee of the Station Licenses, and to Buyer's knowledge, Buyer has no reason to believe that the Assignment Applications are reasonably likely to be challenged or are reasonably likely not to be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer's qualifications to hold the Station Licenses. Buyer further represents and warrants that it is financially qualified to meet all terms, conditions and undertakings contemplated by this Agreement, including the payment of the Purchase Price.

5.5 Absence of Litigation. There is no decree, judgment, order, litigation, arbitration proceeding or other legal or administrative proceeding pending or, to the knowledge of Buyer, threatened against Buyer or any of its subsidiaries or Affiliates in any federal, state or local court, or before any other Governmental Authority that could reasonably be expected to have a material adverse effect on the financial condition, the business, assets or properties of Buyer or on Buyer's ability to purchase the Assets under this Agreement or to perform its obligations under this Agreement or any agreement, document or instrument required hereunder. To the knowledge of Buyer, there is no claim, demand or investigation pending or threatened against Buyer or any of its subsidiaries or Affiliates by or before any Governmental Authority that could reasonably be expected to have a material adverse effect on the financial condition, the business, assets or properties of Buyer or on Buyer's ability to purchase the Assets under this Agreement or to perform its obligations under this Agreement or any agreement, document or instrument required hereunder.

5.6 Brokers. Buyer does not have any obligation or liability to pay any finders' or brokers' fees or commissions with respect to the transactions contemplated by this Agreement.

5.7 Financing. Buyer has, or will have at the Closing, all funds necessary to consummate the transactions contemplated by this Agreement, including payment of the Purchase Price and all necessary payments required of Buyer in connection with the transactions contemplated under this Agreement.

ARTICLE 6: PRE-CLOSING COVENANTS

6.1 Access. Subject to the terms and provisions of Section 6.9, from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, Buyer and its authorized agents, officers and representatives shall have reasonable access upon reasonable advance notice, during normal business hours, to the offices, properties, books, contracts, commitments and records of the Stations that Buyer may reasonably request. Notwithstanding the foregoing, all of Buyer's inquiries and/or requests for any such information or access shall be made directly to Robert Gluck, Sellers' President and Chief Executive Officer ("Gluck"), or his written designee, who shall obtain the information and transmit the same to Buyer. Any conversations between Buyer and any representative or employee of the Stations other than Gluck or his designee (including Station-level management employees) shall be arranged by Gluck or or his designee. Gluck or his designee shall participate in all conversations or meetings between Buyer and any representative or employee of the Stations unless Gluck or his designee shall otherwise consent. Buyer's access under this Section 6.1 shall be exercised in a manner as to not unreasonably interfere with the Business.

6.2 Notice of Certain Events.

(a) From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, Sellers shall give Buyer prompt written notice of the occurrence of any of the following:

(i) a loss, taking, condemnation, damage or destruction of or to any of the Assets involving in excess of One Hundred Thousand Dollars (\$100,000);

(ii) the commencement of any material proceeding or litigation at law or in equity or before the FCC or any other Governmental Authority that involves the Station Licenses, other than proceedings or litigation of general applicability to the television broadcasting industry;

(iii) any material labor grievance, strike, or other material labor dispute;

(iv) any material violation by Sellers of any federal, state or local law, statute, ordinance, rule or regulation known to Sellers; or

(v) any material breach, default, claimed default or termination of any material Assumed Contract on the part of Sellers, or, to the Knowledge of Sellers, on the part of any other parties thereto.

(b) Sellers and Buyer shall promptly notify the other in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining, enjoining or challenging the consummation of this Agreement or the transactions contemplated hereunder (including challenges to the Assignment Applications), or upon receiving any notice from any Governmental Authority of its intention to institute an investigation into, or institute a suit or proceeding to restrain or enjoin the consummation of this Agreement or the transactions contemplated hereby. Sellers and Buyer will each use commercially reasonable efforts to contest, defend and resolve any such suit, proceeding or injunction brought against it so as to permit the prompt consummation of the transactions contemplated hereby.

6.3 Operations Pending Closing.

(a) From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, Sellers shall:

(i) operate the Business in all material respects in the ordinary course of business consistent with past practices (except where such conduct would conflict with the covenants set forth herein or other obligations under this Agreement);

(ii) operate the Stations in compliance in all material respects with applicable law, including the Communications Act and the rules and regulations of the FCC;

(iii) maintain the Tangible Personal Property in the ordinary course of business consistent with past practice to the extent commercially reasonable;

(iv) maintain policies of liability and casualty insurance of substantially similar coverage as the policies currently carried by Sellers for the Business;

(v) use commercially reasonable efforts to (x) retain the services of the key employees of Sellers, (y) preserve substantially intact the operations of Business, including, with respect to the Business, relationships with customers, advertisers, suppliers and others having business relations;

(vi) continue to implement Sellers' 2006 non-digital capital expenditure budget previously delivered to Buyer in accordance with Sellers' past practices related to the implementation of their capital expenditure budgets, and, use commercially reasonable efforts to complete the KFYZ Digital Upgrade consistent with the terms and provisions of Section 11.7(c);

(vii) take commercially reasonable steps necessary to maintain in full force and effect, or renew when required, all Station Licenses, including the renewal of any digital special temporary authorizations;

(viii) with respect to the Station Licenses relating to the Stations which do not yet have a DTV license (x) use commercially reasonable efforts to complete construction of the digital facilities described in Schedule 4.13(d) or authorized by each such Station's digital construction permit, which authorizes DTV facilities identical to the facilities certified by the applicable Seller on FCC Form 381 and are predicted to at least replicate the area and population coverage of such Station's 1997 Grade B contour as set forth in Appendix B to the *Memorandum Opinion and Order On Reconsideration of the Sixth Report and Order*, 13 FCC Rcd 7418 (1998), except as set forth in Schedule 4.13(e);

(ix) promptly provide Buyer with copies of all material correspondence with Market Cable Systems and direct broadcast satellite systems relating to the Business, if any, concerning must carry status, retransmission consent and other material matters arising under the Cable Act or the Satellite Home Viewer Improvement Act of 1999, as amended, and keep Buyer reasonably advised of the status of all negotiations with Market Cable Systems and direct broadcast satellite systems relating to the Business, if any, concerning such matters; and

(x) exercise commercially reasonable efforts to maintain carriage, if any, of the Stations' signals on (x) all Market Cable Systems located within the Stations' markets, as applicable, and as to which the Stations' signals are currently being carried and (y) other multichannel video programming distributors (as such term is defined in the Communications Act) to which the Stations' signals are currently being carried; and use commercially reasonable efforts to oppose all applications, proposals or proceedings, if any, that could materially adversely affect each such Station and its service area.

(b) From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, Sellers shall not, without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed:

(i) sell, assign, lease, or otherwise dispose of any of the Assets, except for inventory or supplies or other assets consumed or disposed of in the ordinary course of business, assets no longer used or held for use in the Business, or assets transferred or disposed of in connection with the acquisition of replacement property of substantially equivalent, or better, kind and use;

(ii) (a) amend, terminate, extend, renew or waive any material right under any Material Contract or series of related Contracts involving payments of more than Ten Thousand Dollars (\$10,000) per year or having a term of more than two years, (b) enter into any new agreement or arrangement or series of related Contracts involving payments of more than Ten Thousand Dollars (\$10,000) per year or having a term of more than two years, except in connection with capital expenditures permitted under Section 6.3(b)(vi), (c) enter into, amend, extend or renew any Material Contract relating to programming rights involving payments of more than Twenty-Five Thousand Dollars (\$25,000) per year for trade or barter agreements (other than syndicated or network program barter or the RV Trade) that would, in the aggregate, require the broadcast of more than Twenty-Five Thousand Dollars (\$25,000) of time based on the Stations' current rates for advertising time, which, in any case, shall be binding on Buyer on and after the Closing, or (d) enter into, amend, extend or renew any network affiliation agreement or any national advertising representation agreement with respect to the Assets, the Stations or the Business, except, with respect to any network affiliation agreement, for any changes generally required of affiliates by the applicable network;

(iii) except as required by applicable law or existing Contract, increase the compensation (including wages, salaries and bonuses) that is paid or payable to any employee of Sellers or to any officer, other than increases made in accordance with normal compensation practices and consistent with past compensation practices; provided, however, that Sellers may pay bonuses to any of their employees or officers so long as such bonuses do not create binding obligations upon Buyer after the Closing Date;

(iv) except as required by applicable law or existing Contract, voluntarily agree to enter into any collective bargaining agreement applicable to any employees of Sellers or otherwise recognize any union as the bargaining representative of any such employees;

(v) create, assume or permit to exist any Liens upon any of the Assets, except for Permitted Liens and Liens that will be discharged prior to or on the Closing Date;

(vi) make any commitment for capital expenditures in excess of Ten Thousand Dollars (\$10,000) in the aggregate that will be binding upon Buyer, except for (A) capital expenditures related to the KFYR Digital Upgrade approved by Buyer (which approval shall not be unreasonably withheld or delayed) and (B) capital expenditures for the Fargo Master Control Project;

(vii) enter into any Contract for the purchase by Sellers of real property or exercise any option to extend a Lease;

(viii) institute any increase in any profit-sharing, bonus, incentive, deferred compensation, insurance, pension, retirement, medical, hospital, disability, welfare or other employee benefit plan with respect to its employees, other than in the ordinary course of the Business or as required by any such plan or law;

(ix) enter into any employment agreement for services to be performed on behalf of Sellers in respect of the Business or hire any new employees other than replacement "at will" employees at comparable compensation and benefits;

(x) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or any equity interest therein which would, or whose assets or Liabilities would, be included in the Assets or Assumed Liabilities;

(xi) assume, guarantee, endorse or otherwise become liable or responsible (whether directly or indirectly, contingently or otherwise) for the Liabilities of any other Person which may be binding on or affect, the Assets or Buyer on or after the Closing; or

(xii) default in any material respect under any indebtedness for borrowed money having a principal balance in excess of Fifty Thousand Dollars (\$50,000) that causes the acceleration of such indebtedness, or voluntarily take any action or permit the occurrence of any event that, with the lapse of time, giving of notice or both, would constitute such a default.

6.4 Supplemental Financial Statements.

(a) From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, within thirty (30) days after the end of each month ending between the date of this Agreement and the Closing Date, Sellers shall furnish Buyer with copies of their monthly unaudited consolidating balance sheets and consolidating statements of operations and cash flows of the Business.

(b) Sellers shall deliver to Buyer promptly after receipt thereof, and in no event later than three (3) days thereafter, a copy of the final audited consolidated balance sheet of Sellers as of December 31, 2005 and the related consolidated statements of operations, changes in member's equity and cash flows for the fiscal year then ended.

6.5 Cooperation; Consents. Buyer and Sellers shall reasonably cooperate with each other and their respective counsel and accountants in connection with any actions reasonably required to be taken as part of their respective obligations under this Agreement and otherwise use their

commercially reasonable efforts to consummate the transactions contemplated by this Agreement and to fulfill their obligations under this Agreement. Sellers shall diligently make all commercially reasonable efforts to obtain or cause to be obtained prior to the Closing Date all Consents from third Persons that are parties to Assumed Contracts without any change in the terms or conditions of any Assumed Contract. Anything to the contrary herein notwithstanding, Sellers shall not be required to pay any fees or provide or deliver any other consideration to any Person in order to obtain any Consent of such Person. Buyer agrees to use all commercially reasonable efforts to assist Sellers in obtaining such Consents, and to take all commercially reasonable actions necessary or desirable to obtain such Consents, including executing such assumption instruments and other documents as may be required in connection with obtaining the Consents. Sellers will reasonably cooperate with Buyer in Buyer's efforts to obtain title policies and surveys relating to the Real Property.

6.6 Public Announcements. No party shall publish, issue or make any press release or make any other public announcement concerning this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party, which shall not be withheld or delayed unreasonably; provided, however, that (i) nothing contained in this Agreement shall prevent any party, after notification to the other party to the extent legally permissible, from making any filings with Governmental Authorities that, based on advice of legal counsel, may be required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby and (ii) Sellers shall be permitted to publish and broadcast public notices concerning the filing of the Assignment Applications in accordance with the requirements of Section 73.3580 of the FCC's Rules.

6.7 Efforts. Without limiting the specific obligations of any party hereto under any agreement or covenant hereunder, each party hereto shall use commercially reasonable efforts to take all action and do all things necessary in order to consummate the transactions contemplated by this Agreement, including satisfaction, but not waiver, of the closing conditions set forth in Article 8 and Article 9.

6.8 Exclusivity. From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 12.1, Sellers shall not, directly or indirectly, sell, agree to sell, solicit inquiries or proposals, or initiate or participate in any negotiations whatsoever concerning, or enter into any contract pertaining to, any acquisition or purchase of all or substantially all of the Assets related to any of the Stations, or the merger, consolidation or sale of equity of any Seller or any similar transaction affecting ownership of the Stations.

6.9 Phase I Environmental Reports. Buyer shall have the right, at its own expense, to conduct Phase I environmental review of all Real Property owned by Sellers. If Buyer shall obtain any such environmental reports, then Buyer shall promptly provide Sellers with correct and complete copies thereof. Buyer shall not have the right to conduct soil, groundwater or other testing without Sellers' express prior written permission. Sellers have furnished to Buyer copies of all environmental assessments, reports, audits and other material documents in their possession or under their control that relate to the Real Property or compliance with Environmental Laws.

6.10 Tolling Agreements. To the extent reasonably necessary to expedite the grant of the License Renewals, and thereby facilitate the grant of the Assignment Applications, Sellers shall enter into Tolling Agreement(s) as set forth in Section 3.1(e).

6.11 Termination of Lease Agreements. NDTV shall have caused the lease agreements set forth on Schedule 6.11 to be terminated as of the Closing Date.

ARTICLE 7: SPECIAL COVENANTS AND AGREEMENTS

7.1 Employee Matters.

(a) Buyer shall offer employment (i) as of the Closing Date, to each active employee of the Business (other than Gluck) who is available for work on the Closing Date, and (ii) as of the date of return to work, to each employee who is on leave or disability who returns to work within any period prescribed under applicable law or regulation (any such employee who accepts Buyer's offer of employment shall be referred to as a "Transferred Employee"); provided, however, that Buyer shall not be required to offer employment to those employees on leave or disability as of the Closing Date who do not return to work within any period prescribed under applicable law or regulation. Except for Transferred Employees with employment Contracts as set forth in Schedule 7.1(e) (which employment Contracts shall be assumed by Buyer), any such offer shall be for employment at will by Buyer as a new employee of Buyer to occupy positions designated by Buyer and pursuant to terms and conditions determined by Buyer in its sole discretion. Sellers and their Affiliates agree that they shall not interfere with or offer employment to any employee of the Business that Buyer seeks to make an offer of employment as set forth in this Section 7.1(a). Except as required by applicable law, Sellers agree to make available to Buyer all information and materials requested by Buyer from the personnel files of each Transferred Employee.

(b) Buyer agrees to administer or amend any welfare benefit plan of Buyer that Transferred Employees may be eligible to participate in on or after the Closing Date to waive or cause to be waived all limitations as to preexisting conditions, exclusions and waiting periods otherwise applicable to the Transferred Employees under such plan, except that such waivers shall not be required to a plan to the extent that Sellers' plan applied such limitations, or to the extent that ERISA, the conditions for favorable tax treatment (if applicable) of such welfare benefit plans, or state or local law would prohibit them.

(c) Buyer agrees to amend or change the administration of all of the employee benefit programs and arrangements covering or otherwise benefiting any of the Transferred Employees on or after the Closing Date so that service with a Seller shall be credited under such employee benefit programs and arrangements for purposes of determining eligibility to participate, meeting a waiting period for eligibility for a benefit, or vesting of benefits under such programs and arrangements, except that such amendment or change in administration shall not be required to the extent that ERISA, the conditions for favorable tax treatment (if applicable) of such employee benefit programs and arrangements, or state or local law would prohibit it.

(d) Buyer and Sellers agree to cooperate in good faith to determine whether any notification may be required under the WARN Act, as a result of the transactions contemplated under the Agreement and, if such notices are required, to provide such notice in a manner that is reasonably satisfactory to each of the parties hereto.

(e) Except for any Contract that Buyer has agreed to assume in accordance with this Agreement and as set forth in Schedule 7.1(e), Buyer assumes no obligation to continue or assume any compensation arrangements or liabilities of Sellers (including, but not without being

limited to, any fringe benefits, insurance plans, or pension or retirement benefits under any compensation or retirement plan maintained by Sellers) to any employee of Sellers.

(f) Sellers agree to remain responsible for the payment of all accrued benefits in accordance with the terms of the Employee Benefit Plans. Buyer shall not at any time assume any liability under the Employee Benefit Plans, including, without limitation, liability for the payment of benefits to any active or any terminated, vested or retired participants in such Employee Benefit Plans.

(g) Sellers shall retain the responsibility for payment of all medical, dental, health and disability claims incurred by any employee of Sellers prior to the Closing Date, and Buyer shall not assume any liability with respect to such claims. Sellers also agree to retain responsibility for disability payments to employees on medical or disability leave at the Closing Date until such time as such employee is offered employment by Buyer, or as otherwise required under applicable law or regulation.

(h) Sellers agree that they shall retain all liabilities and obligations, if any (including, without limitation, the liability and obligation for all wages, salary, vacation pay, sick leave, leave time and unemployment, medical, dental, health and disability benefits), for those former employees of Sellers who retired or terminated employment prior to the Closing Date.

(i) Sellers agree to pay and be liable to Buyer, and shall assume, indemnify, defend and hold harmless Buyer from and against and in respect of any and all losses, damages, liabilities, taxes, sanctions that arise under Section 4980B of the Code, interest and penalties, costs and expenses imposed upon, incurred by, or assessed against Buyer arising by reason of or relating to any failure to comply with the continuation health care coverage requirements of Section 4980B of the Code and Sections 601-608 of ERISA which failure occurred with respect to any employees of Sellers or any qualified beneficiary of such employee prior to the Closing Date. On the Closing Date, Buyer shall assume responsibility for making available and administering any continuation health care coverage for any former or current employees of Sellers or any qualified beneficiary of such employees, and Buyers shall be responsible for providing any continuation health care notice or coverage for any Transferred Employees.

(j) Immediately prior to the Closing Date, Sellers shall cause each Transferred Employee to become fully vested in his or her account balance under the Seller Employee Benefit Plans that are qualified under Section 401(a) of the Code (“Pension Plans”). In addition, with respect to any Transferred Employee who has an outstanding loan balance in any of Sellers’ Pension Plans as of the Closing Date, Sellers shall cause such plan to permit the repayment of such loan (in accordance with the terms and conditions of the loan) by the Transferred Employee following the Closing Date notwithstanding the fact that such employee is no longer an active participant in such plan.

(k) Sellers and Buyer hereby adopt the “standard procedure” for preparing and filing IRS Forms W-2, IRS Forms W-3, IRS Forms W-4, IRS Forms W-5 and IRS Forms 941, as described in Section 4 of Revenue Procedure 96-60, 1996-2 IRS Cumulative Bulletin 399. The parties intend that the Purchaser qualify as a “successor employer” for purposes of receiving credit for the payment of taxes under the Federal Insurance Contribution Act and Federal Unemployment Tax Act by Sellers with respect to Transferred Employees within the meaning of Section 3121 and 3306 of the Code.

7.2 Further Assurances. From time to time after the Closing Date, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement and the other agreements specified in this Agreement.

7.3 Confidentiality. Neither party will use or disclose to any other Person (except as may be necessary for the consummation of the transactions contemplated hereby, or as required by applicable law, and then, to the extent legally permissible, only with prior notice to the other party hereto) this Agreement or any information received from the other party hereto or their agents in the course of investigating, negotiating and performing the transactions contemplated by this Agreement; provided, however, that each party may disclose such information to such party's officers, directors, members, managers, employees, lenders, advisors, attorneys and accountants who need to know such information in connection with the consummation of the transactions contemplated by this Agreement and who are informed by such party of the confidential nature of such information and agree to be bound by the confidentiality covenants set forth in this Section 7.3. Each party shall be responsible to the other party for any breach by its officers, directors, stockholders, managers, members, employees, lenders, advisors, attorneys or accountants of such confidentiality covenants. Nothing shall be deemed to be confidential information that: (i) is already in such party's possession prior to receipt from the other party or parties hereto or its or their agents, provided that such information is not known by such party to be subject to another confidentiality agreement with or other obligation of secrecy to the other party hereto or another party; (ii) becomes generally available to the public other than as a result of a disclosure by such party or such party's officers, directors, stockholders, managers, members, employees, lenders, advisors, attorneys or accountants in breach of this Section 7.3; (iii) becomes available to such party on a nonconfidential basis from a source other than another party hereto or its advisors, provided that such source is not known by such party to be bound by a confidentiality agreement with or other obligation of secrecy to the other party hereto or another party; or (iv) is developed independently by either party without resort to the confidential information of the other party. If this Agreement is terminated, then each party will return to the other party all information, including all documents, work papers and other written confidential material obtained by such party from the other party in connection with the transactions contemplated by this Agreement. The covenant contained in this Section 7.3 shall survive for a period of two (2) years from the earlier of the Closing Date or the date in which this Agreement is terminated pursuant to Section 12.1.

7.4 Access to Books and Records. Sellers shall provide Buyer reasonable access and the right to copy, at Buyer's expense, for a period of three (3) years from the Closing Date any books and records relating to the Assets but not included in the Assets. Buyer shall provide Sellers reasonable access and the right to copy, at Sellers' expense, for a period of three (3) years after the Closing Date any books and records relating to the Assets that are included in the Assets.

7.5 Non-Solicitation by Buyer. If this Agreement is terminated as described in Section 12.2(b)(i), then Buyer shall not, beginning on the effective date of termination and continuing for a period of one (1) year thereafter, without the prior written approval of Sellers, directly or indirectly, hire, solicit, encourage, entice or induce any Person who is employed by Sellers on the date hereof or at any time hereafter that precedes such termination, to terminate his or her employment with Sellers (provided that general advertisements in the media not directed at Sellers' employees shall not be

prohibited by this Section 7.5. Buyer agrees that any remedy at law for any breach by it of this Section 7.5 would be inadequate, and Sellers would be entitled to injunctive relief in such a case, in addition to any other remedies at law to which Sellers may be entitled. If it is ever held that the restrictions placed on Buyer by this Section 7.5 are too onerous and are not necessary for the protection of Sellers, then the parties agree that any court of competent jurisdiction may reduce the duration or scope hereof, or delete specific words or phrases, and in its reduced form such provision will then be enforceable and will be enforced.

7.6 Non-Solicitation by Sellers. Sellers shall not, and shall not permit any of their respective Affiliates to, beginning on the Closing Date and continuing for a period of one (1) year thereafter, (a) without the prior written approval of Buyer, directly or indirectly, solicit, encourage, entice or induce any Person who was a Transferred Employee to terminate his or her employment with Buyer (provided that general advertisements in the media not directed at Buyer's employees shall not be prohibited by this Section 7.6), or (b) solicit, entice, divert, or take away from Buyer's business and operations in respect of the Stations any customers, advertisers, suppliers and others having business relations with the Stations, or attempt to do the same, or otherwise interfere in any respect with the such business or operations or with Buyer's relationships with such Persons. Sellers agree that any remedy at law for any breach by them of this Section 7.6 would be inadequate, and Buyer would be entitled to injunctive relief in such a case, in addition to any other remedies at law to which Buyer may be entitled. If it is ever held that the restrictions placed on Buyer by this Section 7.6 are too onerous and are not necessary for the protection of Buyer, then the parties agree that any court of competent jurisdiction may reduce the duration or scope hereof, or delete specific words or phrases, and in its reduced form such provision will then be enforceable and will be enforced.

ARTICLE 8: CONDITIONS PRECEDENT OF BUYER

The obligation of Buyer to consummate the transactions to be performed by it at the Closing is subject to the satisfaction of each of the following conditions prior to or at the Closing Date:

8.1 Representations, Warranties and Covenants.

(a) All representations and warranties of Sellers made in this Agreement and of the seller in the Spirit/Parker Agreement shall be true and complete on and as of the Closing Date as if made on and as of that date and as though the Closing Date were substituted for the date of this Agreement, except (i) to the extent that any such representations and warranties were made as of a specified date, and as to such representations and warranties the same shall continue on the Closing Date to have been true and correct as of the specified date, and (ii) where the breach of any such representations or warranties does not, either individually or in the aggregate, have a Material Adverse Effect (except that for purposes of application of this clause (ii) all materiality qualifications within all such representations and warranties shall be deemed omitted).

(b) Sellers and the seller in the Spirit/Parker Agreement shall have performed and complied in all material respects with all covenants and agreements required by this Agreement and the Spirit/Parker Agreement to be performed or complied with by them prior to or on the Closing Date.

8.2 FCC Consents. The FCC Consents shall have been granted and shall have become Final Orders.

8.3 HSR Act. Buyer and Sellers shall have filed their respective HSR Notification and Report Forms, and the applicable waiting period, including any extensions thereof, under the HSR Act shall have expired or the parties shall have received early termination thereof.

8.4 Required Consents. All Consents set forth on Schedule 8.4 (collectively, the “Required Consents”) shall have been obtained.

8.5 Absence of Proceedings. No injunction, restraining order or decree of any nature of any Governmental Authority of competent jurisdiction shall be in effect enjoining or preventing consummation of the transactions contemplated by this Agreement, and no action or proceeding by or before any Governmental Authority (other than an action or proceeding instituted or threatened by or on behalf of Buyer) shall have been instituted or threatened (and not subsequently dismissed, settled or otherwise terminated) that is reasonably likely to (i) restrain, prohibit or invalidate the transactions contemplated by this Agreement or (ii) have a Material Adverse Effect.

8.6 No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing since December 31, 2005.

8.7 KXJB Transaction. The KXJB Transaction shall have been consummated or shall be consummated concurrently with the Closing hereunder.

8.8 Deliveries at Closing. Sellers shall have made or shall stand willing to make all deliveries required under Section 10.2.

If any of the conditions set forth in this Article 8 have not been satisfied prior to or at the Closing Date, then Buyer may waive any such condition (to the extent not prohibited by applicable law) and nevertheless elect to proceed with the consummation of the transactions contemplated hereby. Buyer may not rely on the failure of any condition set forth in this Article 8 if such failure was caused by Buyer’s failure to comply with any term or provision of this Agreement.

ARTICLE 9: CONDITIONS PRECEDENT OF SELLERS

The obligation of Sellers to consummate the transactions to be performed by them at the Closing is subject to the satisfaction of each of the following conditions prior to or at the Closing Date:

9.1 Representations, Warranties and Covenants

(a) All representations and warranties of Buyer made in this Agreement and of the buyer in the Spirit/Parker Agreement shall be true and complete on and as of the Closing Date as if made on and as of that date and as though the Closing Date were substituted for the date of this Agreement, except (i) to the extent that any such representations and warranties were made as of a specified date, and as to such representations and warranties the same shall continue on the Closing Date to have been true and correct as of the specified date, and (ii) where the breach of any such representations or warranties does not, either individually or in the aggregate, have a material adverse effect on Buyer’s ability to consummate the transactions contemplated hereby (except that for purposes of application of this clause (ii) all materiality qualifications within all such representations and warranties shall be deemed omitted).

(b) Buyer and the buyer in the Spirit/Parker Agreement shall have performed and complied in all material respects with all covenants and agreements required by this Agreement and the Spirit/Parker Agreement to be performed or complied with by them prior to or on the Closing Date.

9.2 FCC Consents. The FCC Consents shall have been granted and shall have become Final Orders.

9.3 HSR Act. Buyer and Sellers shall have filed their respective HSR Notification and Report Forms and the applicable waiting period, including any extensions thereof, under the HSR Act shall have expired or the parties shall have received early termination thereof.

9.4 Required Consents. All Required Consents shall have been obtained.

9.5 Absence of Proceedings. No injunction, restraining order or decree of any nature of any Governmental Authority of competent jurisdiction shall be in effect preventing consummation of the transactions contemplated by this Agreement, and no action or proceeding by or before any Governmental Authority (other than an action or proceeding instituted or threatened by Sellers) shall have been instituted or threatened (and not subsequently dismissed, settled or otherwise terminated) that is reasonably likely to (i) restrain, prohibit or invalidate the transactions contemplated by this Agreement or (ii) have a Material Adverse Effect.

9.6 KXJB Transaction. The KXJB Transaction shall have been consummated or shall be consummated concurrently with the Closing hereunder.

9.7 Deliveries at Closing. Buyer shall have made or stand willing to make all deliveries required under Section 10.3.

If any of the conditions set forth in this Article 9 have not been satisfied prior to or at the Closing, then Sellers may waive any of such conditions (to the extent not prohibited by applicable law) and nevertheless elect to proceed with the consummation of the transactions contemplated hereby. Sellers may not rely on the failure of any condition set forth in this Article 9 if such failure was caused by Sellers' failure to comply with any term or provision of this Agreement.

ARTICLE 10: CLOSING AND CLOSING DELIVERIES

10.1 Closing. The Closing shall occur on (i) the fifth (5th) Business Day following the date the FCC Consents shall have become Final Orders, or (ii) if later, the first (1st) Business Day following the satisfaction or waiver of the conditions precedent set forth in Article 8 and Article 9, but in any event no later than the Termination Date, and shall be held at the offices of Wyrick Robbins Yates & Ponton LLP, 4101 Lake Boone Trail, Suite 300, Raleigh, North Carolina at 9:00 a.m. local time, or at such other time and place as Sellers and Buyer may mutually agree. Notwithstanding the actual time the deliveries of the parties hereto are made on the Closing Date, the parties hereto agree that the Closing shall be effective and deemed for all purposes to have occurred as of 12:01 a.m., Central time, on the Closing Date.

10.2 Deliveries by Sellers. At the Closing, Sellers shall deliver, or cause to be delivered, to Buyer (or as otherwise set forth below) the following:

(a) Duly executed assignments and other instruments of conveyance and transfer, in form and substance reasonably satisfactory to counsel to Buyer, effecting the sale, transfer, assignment and conveyance of the Assets to Buyer, including the following:

(i) Assignment and Assumption of Contracts in the form attached hereto as Exhibit B;

(ii) Assignment and Assumption of Leases in the form attached hereto as Exhibit C;

(iii) Assignment and Acceptance of the Station Licenses in the form attached hereto as Exhibit D;

(iv) Assignment and Assumption of Intangibles in the form attached hereto as Exhibit E;

(v) Assumption Agreement in the form attached hereto as Exhibit F;

(vi) Bill of Sale in the form of attached hereto as Exhibit G;

(vii) Indemnity Escrow Agreement in the form attached hereto as Exhibit H;

(viii) limited or special warranty deeds in recordable form conveying fee simple title to all owned fee Real Property or an assignment of easement interest to all easement Real Property, in each case, subject to Permitted Liens and without expanding the indemnity limitations set forth in this Agreement;

(b) A certificate, dated as of the Closing Date, executed by an executive officer of Sellers, certifying to the fulfillment of the conditions set forth in Section 8.1;

(c) A certificate, dated as of the Closing Date, executed by the secretary, or any assistant secretary, of Sellers, certifying that the resolutions, as attached to such certificate, were duly adopted by the boards (if applicable) and members (if required) of Sellers, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions remain in full force and effect;

(d) An opinion of Wyrick Robbins Yates & Ponton LLP, Sellers' general counsel, and Dickstein Shapiro Morin & Oshinsky LLP, Sellers' communications law counsel, each dated as of the Closing Date, in substantially the forms attached hereto as Exhibit I-1 and I-2, respectively, or otherwise reasonably acceptable to Buyer's counsel;

(e) Certificates of incumbency for the officers of Sellers duly authorized to execute and deliver this Agreement and the agreements, instruments, certificates and documents contemplated hereby;

(f) Copies of all instruments evidencing the Required Consents received by Sellers and other Consents received by Sellers;

(g) Any mortgage discharges or releases of Liens that are necessary in order for the Assets to be free and clear of all Liens, other than the Permitted Liens, or, in lieu thereof with respect to Sellers' senior lender, a payoff letter from Sellers' senior lenders in form and substance reasonably satisfactory to Buyer's counsel;

(h) Copies of Sellers' certificates of formation issued by the Secretary of State of the State of Delaware, dated not more than thirty (30) days before the Closing Date, and certificates issued by the appropriate Governmental Authorities as to the qualification of Sellers to do business as foreign limited liability companies in all jurisdictions where Sellers have so qualified;

(i) Standard, customary documentation (including certain affidavits of Sellers) that may be reasonably requested of Sellers by Buyer's counsel in connection with Buyer obtaining title insurance policies relating to the Real Property;

(j) Certificates of non-foreign status for NDTV and SDTV satisfying the requirements of Treasury Regulations Section 1445-2(b) of the Code; and

(k) Such other documents as may reasonably be requested by Buyer or its counsel in order to effect the closing of transactions contemplated by this Agreement.

10.3 Deliveries by Buyer. At the Closing, Buyer shall deliver to Sellers the following:

(a) An aggregate amount equal to the sum of: (i) the difference of the Base Purchase Price, less the Remaining 2006 Budgeted KFYZ Digital Upgrade Capital Expenditures, if any; plus (ii) the amount of Estimated Net Working Capital calculated pursuant to Section 2.6(a);

(b) Appropriate assumption and acceptance agreements, in form and substance reasonably satisfactory to Sellers' counsel, pursuant to which (x) Buyer shall assume and undertake to perform the Assumed Liabilities, including the following:

(i) Assignment and Assumption of Contracts in the form attached hereto as Exhibit B;

(ii) Assignment and Assumption of Leases in the form attached hereto as Exhibit C;

(iii) Assignment and Acceptance of the Station Licenses in the form attached hereto as Exhibit D;

(iv) Assignment and Assumption of Intangibles in the form attached hereto as Exhibit E;

(v) Assumption Agreement in the form of attached hereto as Exhibit F;

(vi) Bill of Sale in the form of attached hereto as Exhibit G; and

(vii) Indemnity Escrow Agreement in the form attached hereto as Exhibit H;

(c) A certificate, dated as of the Closing Date, executed by an executive officer of Buyer, certifying to the fulfillment of the conditions set forth in Section 9.1;

(d) A certificate, dated as of the Closing Date, executed by the secretary, or any assistant secretary, of Buyer, certifying that (i) the certificate or articles of organization, incorporation or formation and bylaws of Buyer attached thereto are true, correct and complete and in full force and effect and (ii) the resolutions, as attached to such certificate, were duly adopted by the Board of Directors and stockholders (if required) of Buyer, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions remain in full force and effect;

(e) Certificates of incumbency for the officers of Buyer duly authorized to execute and deliver this Agreement and the agreements, instruments, certificates and documents contemplated hereby;

(f) Copies of all instruments evidencing the Required Consents or other Consents received by Buyer;

(g) A copy of Buyer's certificate or articles of organization, incorporation or formation issued by the Secretary of State of the State of Delaware, dated not more than thirty (30) days before the Closing Date and certificates issued by the appropriate Governmental Authorities as to the qualification of Buyer to do business as a foreign corporation in each jurisdiction where such qualification is necessary for Buyer to own the Assets and operate the businesses of the Stations; and

(h) Such other documents as may reasonably be requested by Sellers or their counsel in order to effect the closing of transactions contemplated by this Agreement.

ARTICLE 11: SURVIVAL; INDEMNIFICATION

11.1 Survival. All of the representations and warranties of the parties hereto contained in this Agreement and, for purposes of this Article 11, the representations and warranties of the seller and the buyer under the Spirit/Parker Agreement, and any claims related to the performance of any covenant or agreement of the parties contained in this Agreement or the Spirit/Parker Agreement that is required to be performed prior to or at the Closing ("Pre-Closing Covenants"), shall survive the Closing and continue in full force and effect for a period of one (1) year after the Closing Date, after which such representations, warranties and claims for Pre-Closing Covenants will terminate and be of no further force or effect; provided, however, that (i) Sellers' representations and warranties set forth in Section 4.12 (Taxes) and Section 4.16 (Employee Benefit Plans) and the representations and warranties of the seller in the Spirit/Parker Agreement set forth in Section 4.11 (Taxes) and Section 4.15 (Employee Benefit Plans) of the Spirit/Parker Agreement shall survive the Closing for the applicable statutes of limitations, after which such representations and warranties will terminate and be of no further force or effect, (ii) Sellers' representations and warranties set forth in Section 4.17 (Environmental Compliance) and the representations and warranties of the seller in the Spirit/Parker Agreement set forth in Section 4.16 (Environmental Compliance) of the Spirit/Parker Agreement shall survive the Closing for a period of three (3) years following the Closing Date after which such representations and warranties will terminate and be of no further force or effect, and (iii) Sellers' representations and warranties set forth in Section 4.2 (Authorization; Enforceability), Section 4.4(a) (Tangible Personal Property) and Section 4.19 (Title to Assets) and the representations and warranties of the seller in the Spirit/Parker Agreement set forth in Section 4.2 (Authorization;

Enforceability), Section 4.4(a) (Tangible Personal Property) and Section 4.18 (Title to Assets) of the Spirit/Parker Agreement shall survive the Closing indefinitely. The applicable period of such survival subsequent to Closing is referred to as the “Survival Period”. The covenants and agreements of the parties set forth in this Agreement and the seller and buyer in the Spirit/Parker Agreement to be performed after the Closing shall survive the Closing until fully performed and discharged. Any claims as to a breach or default of a representation, warranty, or a Pre-Closing Covenant under Section 11.2 or Section 11.3 must be asserted in writing with reasonable particularity by the party making such claim within the applicable Survival Period and the expiration of any covenant, representation or warranty shall have no effect on the continued validity of any claim related thereto if such written notice has been provided within the applicable Survival Period.

11.2 Indemnification by Sellers.

(a) After the Closing occurs and subject to the survival provisions set forth in Section 11.1, the other limitations set forth in this Article 11 and the other terms and provisions of this Agreement, Sellers, jointly and severally, agree to defend, indemnify and hold harmless Buyer and the buyer in the Spirit/Parker Agreement (collectively, the “Buyer Indemnified Parties”) from, against, and in respect of any and all Losses resulting from:

(i) Any breach of the representations and warranties made by Sellers in this Agreement or by the seller in the Spirit/Parker Agreement (without giving effect to any materiality of Material Adverse Effect qualifiers contained herein or therein);

(ii) Any failure by Sellers to perform any covenant or agreement set forth herein or in any certificate, document or instrument prepared, executed and delivered by Sellers to Buyer under this Agreement, or any failure by the seller in the Spirit/Parker Agreement to perform any covenant or agreement set forth therein or in any certificate, document or instrument prepared, executed and delivered by the seller in the Spirit/Parker Agreement to the buyer in the Spirit/Parker Agreement; and

(iii) Any failure by Sellers to carry out, perform or otherwise fulfill any of the Retained Liabilities, or any failure by the seller in the Spirit/Parker Agreement to carry out, perform or otherwise fulfill any of the “Retained Liabilities” as defined and used in the Spirit/Parker Agreement.

(b) Anything to the contrary in this Agreement notwithstanding, Sellers’ obligation to indemnify the Buyer Indemnified Parties pursuant to Section 11.2(a) shall be subject to all of the following limitations:

(i) Sellers shall not be required to indemnify or hold the Buyer Indemnified Parties harmless under Section 11.2(a)(i) until the aggregate amount of Losses for which Sellers are liable under Section 11.2(a)(i) exceed an aggregate threshold of Five Hundred Thousand Dollars (\$500,000) (at which point Sellers shall be obligated to indemnify the Buyer Indemnified Parties against Losses relating back to the first dollar);

(ii) The Buyer Indemnified Parties shall be entitled to indemnification only for those Losses arising with respect to any claim as to which the Buyer Indemnified Parties have given Sellers written notice within the appropriate Survival Period set forth in Section 11.1 for such claim;

(iii) Sellers' obligation to indemnify and hold the Buyer Indemnified Parties harmless pursuant to Section 11.2(a)(i) and 11.2(a)(ii) shall be limited to an aggregate amount equal to Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) (after which point Sellers shall have no liability or obligation to indemnify or hold harmless the Buyer Indemnified Parties), and the Buyer Indemnified Parties waive and release and shall have no recourse against, Sellers in excess of such amount as a result of the breach or default of any representation, warranty, covenant or agreement of Sellers contained in or pursuant to this Agreement or the seller in the Spirit/Parker Agreement contained in or pursuant to the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated by this Agreement, the Spirit/Parker Agreement or the operations of the Stations, KXJB, the Business or the "Business" as defined and used in the Spirit/Parker Agreement, other than with respect to the Retained Liabilities and the "Retained Liabilities" as defined and used in the Spirit/Parker Agreement; and

(iv) No Related Party of Sellers shall have (A) any personal liability to the Buyer Indemnified Parties as a result of the breach or default of any representation, warranty, covenant or agreement of Sellers contained herein or of the seller in the Spirit/Parker Agreement contained in or pursuant to the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated hereby or thereby or the operations of the Stations, KXJB, the Business or the "Business" as defined and used in the Spirit/Parker Agreement or (B) any personal obligation to indemnify the Buyer Indemnified Parties for any of the Buyer Indemnified Parties' claims pursuant to Section 11.2(a), and the Buyer Indemnified Parties waive and release and shall have no recourse against any of such Related Parties as a result of the breach or default of any representation, warranty, covenant or agreement of Sellers contained herein or of the seller in the Spirit/Parker Agreement contained in the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated hereby or thereby or the operations of the Stations or KXJB.

11.3 Indemnification by Buyer.

(a) After the Closing occurs and subject to the survival provisions set forth in Section 11.1, the other limitations set forth in this Article 11 and the other terms and provisions of this Agreement, Buyer agrees to defend, indemnify and hold harmless Sellers and the seller in the Spirit/Parker Agreement (collectively, the "Seller Indemnified Parties") from, against, and in respect of any and all Losses resulting from:

(i) Any breach of the representations and warranties made by Buyer in or pursuant to this Agreement or by the buyer in the Spirit/Parker Agreement or any failure by Buyer to perform any covenant or agreement set forth herein or in any certificate, document or instrument prepared, executed and delivered by Buyer to Sellers under this Agreement or any failure by the buyer in the Spirit/Parker Agreement to perform any covenant or agreement set forth therein or in any certificate, document or instrument prepared, executed and delivered by the buyer in the Spirit/Parker Agreement to the seller in the Spirit/Parker Agreement under the KXJB Agreement; and

(ii) Any failure by Buyer to carry out, perform or otherwise fulfill any of the Assumed Liabilities, or any failure by buyer in the Spirit/Parker Agreement to carry out,

perform or otherwise fulfill any of the “Assumed Liabilities” as defined and used in the Spirit/Parker Agreement.

(b) Anything to the contrary in this Agreement notwithstanding, Buyer’s obligation to indemnify the Seller Indemnified Parties pursuant to Section 11.3(a) shall be subject to all of the following limitations:

(i) The Seller Indemnified Parties shall be entitled to indemnification only for those Losses arising with respect to any claim as to which the Seller Indemnified Parties have given Buyer written notice within the appropriate Survival Period set forth in Section 11.1 for such claim; and

(ii) No Related Party of Buyer shall have (A) any personal liability to the Seller Indemnified Parties as a result of the breach or default of any representation, warranty, covenant or agreement of Buyer contained herein or of the buyer in the Spirit/Parker Agreement contained in the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated hereby or thereby or the operations of the Stations or KXJB or (B) any personal obligation to indemnify the Seller Indemnified Parties for any of the Seller Indemnified Parties’ claims pursuant to Section 11.3(a), and the Seller Indemnified Parties waive and release and shall have no recourse against any of such Related Parties as a result of the breach or default of any representation, warranty, covenant or agreement of Buyer contained herein or of the buyer in the Spirit/Parker Agreement contained in the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated hereby or thereby or the operations of the Stations or KXJB.

11.4 Indemnification Procedures. The procedures for indemnification under this Agreement shall be as follows:

(a) Any of the Buyer Indemnified Parties or the Seller Indemnified Parties claiming indemnification (the “Claimant”) shall promptly give notice to the party from which indemnification is claimed (the “Indemnifying Party”) of any claim, specifying in reasonable detail the factual basis for the claim, and the amount thereof, estimated in good faith, all with reasonable particularity. If the claim relates to an action, suit or proceeding filed by another Person against Claimant, then such notice shall be given by Claimant within ten (10) Business Days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and claim documents, all other relevant documents in the possession of the Claimant; provided, however, that the failure or delay of the Claimant to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article 11 unless (and then solely to the extent) the Indemnifying Party is prejudiced thereby.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have forty-five (45) days to make such investigation of the claim as the Indemnifying Party reasonably deems necessary or desirable, and the Claimant agrees to make available to the Indemnifying Party and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of such forty-five (45)-day period to the validity and amount of such claim, then the Indemnifying Party shall promptly pay to the Claimant the full amount of the claim, subject to the terms and limitations hereof. If the Claimant and the

Indemnifying Party do not agree within such forty-five (45)-day period, then the Claimant may seek appropriate remedy at law or equity, as applicable, subject to the terms and limitations hereof.

(c) With respect to any claim by any other Person against the Claimant (a “Third Party Claim”), the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party; provided, however, that the Claimant shall be entitled to participate in any such defense with separate counsel at the expense of the Claimant if in the reasonable opinion of counsel to the Claimant a conflict or potential conflict exists between the Claimant and the Indemnifying Party that would make such separate representation advisable. If the Indemnifying Party elects to assume control of the defense of any Third Party Claim, then (i) the Claimant shall have the right to participate in the defense of such claim at its own expense and shall not settle or compromise the Third Party Claim, and (ii) the Indemnifying Party shall have the power and authority to settle or consent to the entry of judgment in respect of the Third Party Claim without the consent of the Claimant if the judgment or settlement results only in the payment by the Indemnifying Party of the full amount of money damages and includes a release of the Claimant from any and all liability thereunder, and, in all other events, the Indemnifying Party shall not consent to the entry of judgment or enter into any settlement in respect of a Third Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any Third Party Claim, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate but the Claimant may only settle such Third Party Claim with the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The Claimant shall make available to the Indemnifying Party or its representatives all records and other materials in the Claimant’s possession reasonably required by them for their use in contesting or defending any Third Party Claim.

(d) Subject to the limitations set forth herein and without expanding the total liability of Buyer or Sellers hereunder, the indemnification rights provided in Section 11.2 and Section 11.3 shall extend to the Related Parties of any Claimant although for the purpose of the procedures set forth in this Section 11.4, any indemnification claims by such Related Parties shall be made by and through the Claimant.

11.5 Adjustment to Indemnification Payments. Any payment made by an Indemnifying Party to Claimant pursuant to Section 11.2 or Section 11.3 shall be reduced by an amount equal to any insurance payments with respect to such claim actually received by the Claimant. The parties shall be obligated to prosecute, or to cause their appropriate Affiliate to prosecute, diligently and in good faith any claim for Losses with any applicable insurer. In any case where a Claimant or any of its Affiliates recovers from third parties any payments in respect of a matter with respect to which an Indemnifying Party has indemnified and paid to it pursuant to Section 11.2 or Section 11.3, such Claimant shall promptly pay over to the Indemnifying Party the amount so recovered (after deducting therefrom the full amount of the expenses reasonably incurred by it in procuring such recovery), but not in excess of the sum of (i) any amount previously so paid by the Indemnifying Party to or on behalf of the Claimant in respect of such matter and (ii) any reasonable amount expended by the Indemnifying Party and its Affiliates in pursuing or defending any claim arising out of such matter.

11.6 Indemnity Escrow. Immediately after the consummation of the Closing, pursuant to the terms of the Indemnity Escrow Agreement, the Indemnity Escrow Deposit will be deposited with

the Indemnity Escrow Agent to be held as collateral security for Sellers' obligations to indemnify the Buyer Indemnified Parties under this Article 11. The Indemnity Escrow Fund will be administered in accordance with the terms and provisions of the Indemnity Escrow Agreement.

11.7 Additional Indemnification Limitations; Exclusive Remedy.

(a) No Claimant shall be entitled to recover from an Indemnifying Party for any Losses as to which indemnification is provided under this Agreement any amount in excess of the actual compensatory damages, court costs and reasonable attorney fees suffered by such party; and the Buyer Indemnified Parties and the Seller Indemnified Parties waive any right to recover punitive, special, indirect, exemplary and consequential damages arising in connection with or with respect to Losses under the indemnification provisions of this Agreement.

(b) Anything to the contrary in this Agreement notwithstanding, after the Closing, the sole and exclusive remedy for the Buyer Indemnified Parties for any claim or Loss (whether such claim or Loss in respect thereof is framed in tort, contract or otherwise) arising out of a breach or default of any representation, warranty, covenant or other agreement under or pursuant to this Agreement or the Spirit/Parker Agreement or otherwise arising out of or in connection with the transactions contemplated by this Agreement or the Spirit/Parker Agreement or the operations of the Stations and KXJB or the Business and the "Business" as defined and used in the Spirit/Parker Agreement shall be a claim for indemnification pursuant to this Article 11.

(c) Notwithstanding any provision of this Agreement to the contrary:

(i) if, prior to the Closing, the FCC does not act upon KFYZ's pending Form 301 modification application (FCC File No. BMPCDT-20060629AES) (the "KFYZ Modification Application"), then Buyer's sole recourse for Sellers' breach of or failure to comply with Section 6.3(a)(vi) or any other representation, warranty or covenant relating to or affecting any KFYZ Digital Upgrade or failure to complete any KFYZ Digital Upgrade shall be the purchase price reduction for the Remaining KFYZ Digital Upgrade Capital Expenditures as set forth in Section 2.4; or

(ii) if, prior to the Closing, the FCC denies the KFYZ Modification Application, then Sellers either (A) appeal such denial or (B) decide to build out KFYZ's DTV operations in accordance with KFYZ's existing construction permit (FCC File No. BPCDT-19991015AAX) (the "KFYZ Existing CP"); provided that if Sellers' decide to build out KFYZ's DTV operations in accordance with the KFYZ Existing CP, then (I) NDTV will promptly prepare a list of capital expenditures and a construction schedule for such KFYZ Digital Upgrade and deliver the same to Buyer, (II) Buyer shall have the right to approve such capital expenditures and the construction schedule (such approval to not be unreasonably withheld or delayed), (III) NDTV shall make the capital expenditures approved by Buyer as soon as is reasonably practicable and use commercially reasonable efforts to commence and proceed with construction of such KFYZ Digital Upgrade, all in consultation with Buyer, and (IV) Buyer's sole recourse for Sellers' breach of or failure to comply with Section 6.3(a)(vi) or any other representation, warranty or covenant relating to or affecting any KFYZ Digital Upgrade or to complete any KFYZ Digital Upgrade shall be the purchase price reduction for the Remaining KFYZ Digital Upgrade Capital Expenditures as set forth in Section 2.4, except for any material failure of Sellers to comply with the foregoing clauses (I) through (III) of this Section 11.7(b)(ii); provided, that, notwithstanding anything to the contrary

herein, Sellers' obligations under this Section 11.7(b)(ii) shall terminate immediately upon the Closing; or

(iii) if, prior to the Closing, the FCC grants the KFYZ Modification Application, then (I) NDTV will promptly prepare a list of capital expenditures and a construction schedule for the KFYZ Digital Upgrade in accordance with the KFYZ Modification Application and deliver the same to Buyer, (II) Buyer shall have the right to approve such capital expenditures and the construction schedule (such approval to not be unreasonably withheld or delayed), (III) NDTV shall make the capital expenditures approved by Buyer as soon as is reasonably practicable and use commercially reasonable efforts to commence and proceed with construction of such KFYZ Digital Upgrade, all in consultation with Buyer, and (IV) Buyer's sole recourse for Sellers' breach of or failure to comply with Section 6.3(a)(vi) or any other representation, warranty or covenant relating to or affecting any KFYZ Digital Upgrade or to complete any KFYZ Digital Upgrade shall be the purchase price reduction for the Remaining KFYZ Digital Upgrade Capital Expenditures as set forth in Section 2.4, except for any material failure of Sellers to comply with the foregoing clauses (I) through (III) of this Section 11.7(b)(iii); provided, that, notwithstanding anything to the contrary herein, Sellers' obligations under this Section 11.7(b)(iii) shall terminate immediately upon the Closing.

Notwithstanding any provision of this Agreement to the contrary, Buyer's right to terminate this Agreement under Section 12.1(b) hereof shall not include Sellers' breach of or failure to comply with their obligations under Section 6.3(a)(vi) or any other representation, warranty or covenant relating to or affecting any KFYZ Digital Upgrade or to complete any KFYZ Digital Upgrade unless Sellers' breach of or failure to comply with Section 6.3(a)(vi) or any other representation, warranty or covenant relating to or affecting any KFYZ Digital Upgrade or to complete any KFYZ Digital Upgrade has resulted, or is reasonably likely to result, in the lapse of, failure to obtain, denial or the material adverse modification of either the KFYZ Modification Application or the KFYZ Existing CP, as applicable.

ARTICLE 12: TERMINATION

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

- (a) by mutual written consent of Sellers and Buyer;
- (b) by Buyer, so long as Buyer is not in breach or default of any of its representations, warranties, covenants or obligations under this Agreement in any material respect, if Sellers are in material breach or default of their representations, warranties, covenants or obligations under this Agreement, and either (i) such breach or default on the part of Sellers shall not have been cured or waived within thirty (30) days after written notice thereof from Buyer to Sellers (or such longer period of time as may be reasonable under the circumstances); or (ii) such breach or default cannot be cured; provided that Sellers shall have no right to any such cure period with respect to any breach or default of Sellers' obligations to execute and deliver the agreements, certificates, instruments and documents set forth in Section 10.2;
- (c) by either Sellers or Buyer, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if (i) the

FCC denies the Assignment Applications in an order that has become a Final Order or designates the Assignment Applications for an evidentiary hearing, or (ii) any final order of another Governmental Authority is entered by such a Governmental Authority of competent jurisdiction having valid enforcement authority permanently restraining, prohibiting or enjoining any of Sellers or Buyer from consummating the transactions contemplated hereby, with the understanding that, except as provided otherwise herein, the parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence);

(d) by Sellers, so long as Sellers are not in breach of any of their representations, warranties, covenants or obligations under this Agreement in any material respect, if Buyer is in material breach or default of its representations, warranties, covenants or obligations under this Agreement, and either (i) such breach or default on the part of Buyer shall not have been cured or waived within thirty (30) days after notice thereof from Sellers to Buyer (or such longer period of time as may be reasonable under the circumstances); or (ii) such breach or default cannot reasonably be cured; provided that Buyer shall have no right to any such cure period with respect to any breach or default of Buyer's obligations to pay the Purchase Price in full and execute and deliver the agreements, certificates, instruments and documents set forth in Section 10.3; or

(e) by either Buyer or Sellers, if the Closing hereunder has not taken place on or before the Termination Date.

12.2 Procedure and Effect of Termination.

(a) If this Agreement is terminated by either or both of Buyer or Sellers pursuant to Section 12.1, prompt written notice thereof shall forthwith be given to the other party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto, but subject to and without limiting any of the rights of the parties set forth in this Agreement if a party is in default or breach of its representations, warranties, covenants or obligations under this Agreement. If this Agreement is terminated as provided herein:

(i) None of the parties hereto nor any of their respective partners, directors, officers, managers, members, shareholders, owners, employers, agents, representatives or Affiliates (each, a "Related Party") shall have any liability or further obligation to the other party (other than to the extent of joint and several liability among Sellers as expressly set forth in this Agreement) or any of their respective Related Parties pursuant to this Agreement with respect to which termination has occurred, except for the obligations of Sellers and Buyer (but not including Sellers' or Buyer's Related Parties) as stated in Sections 4.18 (Sellers' Broker), 5.6 (Buyer's Broker), 7.3 (Confidentiality), 7.5 (Non-Solicitation), 13.2 (Governmental Filing Fees), and 13.3 (Expenses) and this Article 12. Notwithstanding the foregoing, upon termination of this Agreement pursuant to Section 12.2(b), Sellers will remain liable to Buyer for any breach of the Agreement by Sellers existing at the time of termination; and

(ii) All filings, applications and other submissions relating to the transactions contemplated hereby as to which termination has occurred shall, to the extent practicable, be withdrawn from the Governmental Authority or other Person to which made.

(b) (i) If this Agreement is terminated by Sellers pursuant to Section 12.1(d), then Sellers shall have the right to receive, and shall be paid, the Escrow Amount, and such payment

of the Escrow Amount to Sellers shall serve as liquidated damages to Sellers and shall be the sole and exclusive remedy of Sellers for Buyer's failure to consummate the Closing for any reason set forth in this Section 12.2(b)(i) (such liquidated damages have been computed and estimated as a reasonable forecast of probable actual loss to Sellers because of the difficulty of estimating with exactness the damages that would actually result and not as a penalty);

(ii) If this Agreement is terminated by Buyer pursuant to Section 12.1(b), then the Escrow Amount shall be returned to Buyer without limitation of any other remedies available to Buyer;

(iii) If this Agreement is terminated pursuant to Section 12.1(a), then the Escrow Amount shall be returned to Buyer, and neither Buyer nor Sellers shall have any recourse against the other, including any right to pursue any legal or equitable remedy for breach of contract or otherwise (except for the terms and provisions of this Agreement that survive such termination);

(iv) If this Agreement is terminated by Buyer pursuant to Section 12.1(c) or Section 12.1(e), provided that if Sellers are in material breach or default of their representations, warranties, covenants or obligations under this Agreement and such breach or default causes a termination event described in Section 12.1(c) or Section 12.1(e), then the Escrow Amount shall be returned to Buyer without limitation of any other remedies available to Buyer;

(v) If this Agreement is terminated by Sellers pursuant to Section 12.1(c) or Section 12.1(e), provided that if Buyer is in material breach or default of its representations, warranties, covenants or obligations under this Agreement and such breach or default causes a termination event described in Section 12.1(c) or Section 12.1(e), then Sellers shall have the right to receive, and shall be paid, the Escrow Amount, and such payment of the Escrow Amount to Sellers shall serve as liquidated damages to Sellers and shall be the sole and exclusive remedy of Sellers for Buyer's failure to consummate the Closing for any reason set forth in this Section 12.2(b)(v) (such liquidated damages have been computed and estimated as a reasonable forecast of probable actual loss to Sellers because of the difficulty of estimating with exactness the damages that would actually result and not as a penalty).

(vi) If this Agreement is terminated by Seller or Buyer pursuant to Section 12.1(c) or Section 12.1(e) for any reason not set forth in Sections 12.2(b)(iv) or (v), then the Escrow Amount shall be returned to Buyer, and neither Buyer nor Sellers shall have any recourse against the other, including any right to pursue any legal or equitable remedy for breach of contract or otherwise (except for the terms and provisions of this Agreement that survive such termination);

(vii) Notwithstanding any termination of this Agreement pursuant to Section 12.1, the obligations of the parties described in Section 4.18 (Sellers' Broker), 5.6 (Buyer's Broker), 7.3 (Confidentiality), 7.5 (Non-Solicitation), 13.2 (Governmental Filing Fees), and 13.3 (Expenses) and this Article 12 will survive any such termination. Notwithstanding any termination of this Agreement pursuant to Section 12.1, no such termination of this Agreement will relieve any party from liability for any misrepresentation or breach of any representation, warranty, covenant or agreement set forth in this Agreement prior to such termination; and

(viii) Each party agrees to take such action as is necessary or desirable to effectuate the payment of the Escrow Amount as set forth in this Section 12.2, including promptly

providing to the Escrow Agent written instructions related to the payment thereof in the manner set forth in the Escrow Agreement.

12.3 Attorneys' Fees. In the event of a breach or default by either party that results in a claim for indemnification, lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in investigation, settlement, arbitration, at trial or on appeal).

12.4 Specific Performance. The parties recognize and agree that Buyer and Sellers have both relied on this Agreement and expended considerable effort and resources related to the transactions contemplated hereunder, that the right and benefits conferred upon both Buyer and Sellers herein are unique, and that damages may not be adequate to compensate either Buyer or Sellers in the event the other party improperly refuses to consummate the transactions contemplated hereunder. The parties therefore agree that Buyer and Sellers shall be entitled, at their option and in lieu of terminating this Agreement pursuant to Section 12.1, to have this Agreement specifically enforced by a court of competent jurisdiction; provided, however, that Buyer and Sellers may not specifically enforce this Agreement if they have previously terminated this Agreement.

ARTICLE 13: TRANSFER TAXES; FEES AND EXPENSES

13.1 Transfer and Other Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees, including penalties and interest, if any, but exclusive of any income Taxes, incurred in connection with this Agreement and the transactions contemplated herein (collectively, "Transfer Taxes") shall be borne and paid equally by Sellers, on the one hand, and by Buyer, on the other hand, regardless of which party any such Transfer Tax is imposed upon. Each party agrees to cooperate with such other parties in the timely completion, execution and filing of any documentation required by any local or state Governmental Authority in connection with the Transfer Taxes.

13.2 Governmental Filing Fees. All FCC filing fees incurred pursuant to Section 3.1 shall be borne and paid equally by Buyer, on the one hand, and Sellers, on the other hand. Any filing or grant fees imposed by any Governmental Authority (other than the FCC), including all filing fees in connection with the HSR Act filings under Section 3.3, shall be paid equally by Buyer, on the one hand, and Sellers, on the other hand.

13.3 Expenses. Except as otherwise provided in this Agreement, each party shall pay its own costs and expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives.

ARTICLE 14: MISCELLANEOUS

14.1 Entire Agreement; Amendment. This Agreement, the Other Acquisition Agreements, the Annexes, the Schedules and Exhibits hereto, and all documents and certificates executed and delivered pursuant to this Agreement in connection with the Closing under Article 10, collectively constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other covenants

or agreements between or among the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

14.2 Waivers; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition set forth in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 14.2.

14.3 Benefit; Assignment. This Agreement shall be binding upon and inure to the benefit of Buyer and Sellers and their respective successors and permitted assigns. No party to this Agreement may, directly or indirectly, by merger, operation of law or otherwise, assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party; provided, however, that Buyer may assign this Agreement, in whole or in part, to any direct or indirect wholly owned subsidiary of Buyer without Sellers' prior written consent, provided Buyer agrees in writing with Sellers to unconditionally guarantee all obligations of such assignee under this Agreement. No assignment consented to under this Agreement shall act as a novation and the assigning party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*.

14.4 Notices. All communications, notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by confirmed facsimile (with receipt personally confirmed by telephone), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date sent by facsimile if sent on a Business Day before 5:00 p.m. local time of the recipient, and if not then on the next Business Day immediately following, with receipt confirmed, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows, unless and until either of such parties notifies the other in accordance with this Section 14.4 of a change of address or change of facsimile number:

(a) If to Sellers:

c/o The Wicks Group of Companies, L.L.C.
405 Park Avenue, Suite 702
New York, New York 10022
Attention: Matthew E. Gormly III and Sue Cho
Telephone No.: 212.838.2100
Facsimile No.: 212.223.2109

With a required copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Attention: Stephen C. Brissette, Esq.
Telephone No.: 919.781.4000
Facsimile No.: 919.781.4865

And to:

Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street, N.W.
Washington, DC 20037-1526
Attention: Lewis J. Paper, Esq.
Telephone No.: 202.828.2265
Facsimile No.: 202.887.0689

(b) If to Buyer:

Hoak Media LLC
500 Crescent Court, Suite 220
Dallas, Texas 75201
Attention: Eric D. Van den Branden
Telephone No.: 972.960.4896
Facsimile No.: 972.960.4899

With a required copy to:

Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue NW
Washington, DC 20036
Attention: Tom W. Davidson
Telephone No.: 202.887.4011
Facsimile No.: 202.887.4288

14.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the

same instrument. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission shall be deemed an original for all intents and purposes.

14.6 Headings. The Table of Contents and Article, Section and other headings set forth in this Agreement, the Annexes, Schedules or Exhibits hereto are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

14.7 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

14.8 No Reliance. Except as expressly set forth in this Agreement, no Person other than the parties hereto, the Buyer Indemnified Parties and the Seller Indemnified Parties is entitled to rely on any of the representations, warranties, covenants, agreements, rights or remedies of Buyer or Sellers under or by virtue of this Agreement. Buyer and Sellers assume no liability to any such Person because of any reliance on the representations, warranties, agreements, rights or remedies of Buyer or Sellers under or by virtue of this Agreement.

14.9 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule (whether the State of New York or any other jurisdiction), including all matters of construction, interpretation, validity and performance.

14.10 Consent to Jurisdiction and Service of Process. **BUYER AND SELLERS HEREBY CONSENT AND AGREE THAT THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF BUYER AND SELLERS EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH OF BUYER AND SELLERS HEREBY WAIVES ANY OBJECTION THAT SUCH PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH OF BUYER AND SELLERS HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE**

BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 14.4 OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH PARTY'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE UNITED STATES MAELS, PROPER POSTAGE PREPAID.

14.11 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

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

14.13 Incorporation of Annexes, Exhibits and Schedules.

(a) The Schedules, Exhibits, Annexes and other agreements specifically referred to in and delivered pursuant to, this Agreement are an integral part of it. Any disclosure that is made in any of the Schedules delivered pursuant to this Agreement shall be deemed responsive to any other applicable disclosure obligation hereunder.

(b) The following are the Annexes, Exhibits and Schedules annexed hereto and incorporated by reference and deemed to be part of this Agreement:

(i) Annexes:

Annex A	--	Definitions
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(ii) Exhibits:

Exhibit A	--	Escrow Agreement
Exhibit B	--	Assignment and Assumption of Contracts
Exhibit C	--	Assignment and Assumption of Leases
Exhibit D	--	Assignment and Assumption of Station Licenses
Exhibit E	--	Assignment and Assumption of Intangibles
Exhibit F	--	Assumption Agreement
Exhibit G	--	Bill of Sale
Exhibit H	--	Indemnity Escrow Agreement
Exhibit I-1	--	Legal Opinion of Sellers' General Counsel
Exhibit I-2	--	Legal Opinion of Sellers' Communications Law Counsel

(iii) Schedules:

Schedule I	--	Pro Forma Net Working Capital
Schedule II	--	Other Permitted Existing Liens
Schedule III	--	Fargo Master Control Project
Schedule 2.2(e)	--	Excluded Contracts
Schedule 2.2(m)	--	Excluded Assets
Schedule 4.3	--	Conflicting Agreements
Schedule 4.4	--	Tangible Personal Property Exceptions
Schedule 4.4(e)	--	Personal Property Leases
Schedule 4.5	--	Assumed Contracts
Schedule 4.6	--	Intangibles
Schedule 4.7(a)	--	Owned Real Property and Easement Interests
Schedule 4.7(b)	--	Real Property Leases
Schedule 4.8(a)	--	Audited Financial Statements
Schedule 4.8(b)	--	Interim Financial Statements
Schedule 4.9	--	Changes Since December 31, 2005
Schedule 10	--	Litigation
Schedule 4.12	--	Taxes
Schedule 4.13(a)	--	Station Licenses
Schedule 4.13(b)	--	Station License Exceptions
Schedule 4.13(c)	--	FCC Filings
Schedule 4.13(d)	--	DTV Authorizations
Schedule 4.13(e)	--	DTV Elections
Schedule 4.13(f)	--	Market Cable Systems
Schedule 4.14	--	Insurance
Schedule 4.15(a)	--	Exceptions to At Will Employment
Schedule 4.15(b)	--	Labor Matters
Schedule 4.16	--	Employee Benefit Plans
Schedule 4.17	--	Environmental Matters
Schedule 4.20	--	Sufficiency of Assets
Schedule 4.21	--	Accounts Receivable
Schedule 4.22	--	Undisclosed Liabilities
Schedule 6.11	--	Termination of Lease Agreements
Schedule 7.1(e)	--	Employment Agreements
Schedule 8.4	--	Required Consents

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]

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

BUYER:

HOAK MEDIA LLC

By: _____

Name: _____

Title: _____

SELLERS:

NORTH DAKOTA TELEVISION, L.L.C.

By: _____

Name: _____

Title: _____

SOUTH DAKOTA TELEVISION, L.L.C.

By: _____

Name: _____

Title: _____

**NORTH DAKOTA TELEVISION LICENSE SUB,
L.L.C.**

By: North Dakota Television, L.L.C., its member-
manager

By: _____

Name: _____

Title: _____

**SOUTH DAKOTA TELEVISION LICENSE SUB,
L.L.C.**

By: South Dakota Television, L.L.C., its member-
manager

By: _____

Name: _____

Title: _____

ANNEX A

Defined Terms

Capitalized terms used in the Agreement to which this Annex A is attached shall have (unless the context shall otherwise require) the following respective meanings, and all references to Sections, Exhibits, Schedules or Annexes in the following definitions shall refer to Sections, Exhibits, Schedules or Annexes of or to the Agreement:

“Accounts Receivable” shall mean all accounts receivable, billed and unbilled, with respect to the Business as of the Effective Time, including all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments with respect to the Business, including the sale of any advertising broadcast by the Stations or the provision of production services, prior to the Effective Time; provided, however, that Accounts Receivable shall exclude (i) all Intercompany Accounts, and (ii) all insurance proceeds receivables.

“Adjustment Report” shall have the meaning set forth in Section 2.6(c).

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

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

“Assets” shall have the meaning set forth in Section 2.1.

“Assignment Applications” shall mean applications to be filed by Buyer and Sellers with the FCC requesting its consent to the assignment of the Station Licenses from Sellers to Buyer.

“Assumed Contracts” shall mean: (i) all contracts listed on Schedule 4.5, Schedule 4.7(b) and Schedule 4.15(a), including the Programming Contracts and all Contracts of the type described in Sections 4.5, 4.7(b) and 4.15(a) that are not required to be listed thereon pursuant to the exceptions set forth in such Sections; (ii) Contracts entered into with advertisers for the sale of advertising time or production services in the ordinary course of business; (iii) Contracts entered into by Sellers between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume; and (iv) other Contracts entered into by Sellers between the date of this Agreement and the Closing Date in compliance with Section 6.3; provided, however, that Assumed Contracts shall not include Excluded Contracts.

“Assumed Liabilities” shall have the meaning set forth in Section 2.7.

“Audited Balance Sheet” shall have the meaning set forth in Section 4.8(a).

“Audited Financial Statements” shall have the meaning set forth in Section 4.8(a).

“Base Purchase Price” shall have the meaning set forth in Section 2.4.

“Business” shall mean the businesses and operations of (i) the Stations conducted by Sellers, including the broadcasting of television programming, the sale of commercial advertisements and all activities incidental thereto, and (ii) the business conducted by NDTV in respect of KXJB under the Outsourcing Agreement and the ownership of the specific Assets used or held for use by Sellers in respect of KXJB.

“Business Days” shall mean any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or is a day on which banking institutions located in New York City, New York are authorized or required by law or other governmental action to close.

“Buyer” shall have the meaning set forth in the introductory paragraph.

“Buyer Indemnified Parties” shall have the meaning set forth in Section 11.2(a).

“Cash Equivalents” shall mean all cash, cash equivalents and cash items of any kind whatsoever, money market instruments, marketable securities, other securities, commercial paper, short-term investments or deposits in banks or other financial institution accounts of any kind, and rights in and to all such accounts.

“Catamount” shall mean Catamount Broadcasting of Fargo LLC, a Delaware limited liability company.

“Catamount/Spirit Agreement” shall mean the Asset Purchase Agreement to be entered into by and between Catamount and Spirit Media, LLC pursuant to the Option Agreement.

“Claimant” shall have the meaning set forth in Section 11.4(a).

“Closing” shall have the meaning set forth in Section 10.1.

“Closing Balance Sheet” shall have the meaning set forth in Section 2.6(b).

“Closing Date” shall mean the date on which the Closing occurs, as determined pursuant to Section 10.1.

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

“Communications Act” shall mean the Communications Act of 1934, as amended and in effect from time to time.

“Community Television Shares” shall mean the 1,000 shares of capital stock of Community Television Services, Inc., a South Dakota corporation, held by SDTV.

“Consents” shall mean the consents, permits or approvals of Government Authorities and other Persons necessary to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated by this Agreement.

“Contracts” shall mean all contracts, leases, non-governmental licenses and other agreements (including leases for personal or real property and employment agreements), written or

oral (including any amendments, supplements, restatements, extensions and other modifications thereto) of Sellers or to which Sellers are parties or that are binding upon Sellers and that relate to or affect the Assets or the Business, and (i) that are in effect on the date of this Agreement or (ii) that are entered into by Sellers between the date of this Agreement and the Closing Date, but excluding any Contracts that terminate or expire between the date of this Agreement and the Closing Date.

“Control” (including, with correlative meanings, the terms “controlled by,” “controlling” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Deferred Consent” shall have the meaning set forth in Section 2.8.

“DOJ” shall have the meaning set forth in Section 3.3(a).

“DTV” shall have the meaning set forth in Section 4.13(e).

“Effective Time” shall mean 12:01 a.m., local Station time, on the Closing Date.

“Employee Benefit Plans” shall have the meaning set forth in Section 4.16.

“Environmental Laws” shall mean any and all federal, state and local laws, rules and regulations, including statutes, regulations, ordinances, codes and rules, as amended, relating to the pollution or protection of the environment, including the discharge or removal of air pollutants, water pollutants or process waste water or hazardous or toxic substances including the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Occupational Safety and Health Act of 1970, each as amended, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, regulations of the Occupational Safety and Health Administration and regulations of any state department of natural resources or state environmental protection agency, now in effect.

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

“Escrow Agent” shall mean JPMorgan Chase Bank, N.A.

“Escrow Agreement” shall mean the Escrow Agreement, dated as of the date hereof, by and among Sellers, Buyer and Escrow Agent, in the form attached hereto as Exhibit A.

“Escrow Amount” shall mean the sum of the Escrow Deposit and all interest or earnings accrued thereon.

“Escrow Deposit” shall mean Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000), which is being deposited by Buyer with the Escrow Agent on the date hereof to secure the obligations of Buyer to close under this Agreement, with such deposit being held by the Escrow Agent in accordance with the Escrow Agreement.

“Estimated Net Working Capital” shall mean, subject to Section 2.5 (with, for this purpose, the date of the Preliminary Balance Sheet deemed substituted for the “Effective Time” set forth in such Section 2.5), the Net Working Capital determined as of the date of the Preliminary Balance Sheet (as though such date were substituted for the Effective Time in the definition of Net Working Capital and all components thereof).

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

“Excluded Contracts” shall have the meaning set forth in Section 2.2(e).

“Exhibits” shall mean those exhibits referenced in this Agreement, which exhibits are hereby incorporated and made a part hereof.

“Fargo Master Control Project” shall mean the master control project for KVLV and KXJB described in Schedule III.

“FCC” shall mean the Federal Communications Commission or any successor agency.

“FCC Consents” shall mean the actions by the FCC granting the Assignment Applications.

“Final Closing Balance Sheet” shall have the meaning set forth in Section 2.6(e).

“Final Order” shall mean action by the FCC (including any action taken by FCC staff pursuant to delegated authority): (i) that has not been vacated, reversed, enjoined, stayed, set aside, annulled or suspended (whether under Section 402 or 405 of the Communications Act or otherwise); (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion is pending; and (iii) as to which the time for filing any such appeal, request, petition, or similar document or for the reconsideration or review by any party or by the FCC on its own motion under the Communications Act and the rules and regulations of the FCC has expired or otherwise terminated.

“Final Tax Allocations” shall have the meaning set forth in Section 2.8.

“FTC” shall have the meaning set forth in Section 3.3(a).

“GAAP” shall mean United States generally accepted accounting principles, as in effect as of the date hereof.

“Gluck” shall have the meaning set forth in Section 6.1.

“Governmental Authority” shall mean any government, any governmental entity, department, commission, board, agency or instrumentality and any court, tribunal or judicial or arbitral body, whether federal, state or local.

“Hazardous Material” shall mean any substance or waste containing any hazardous substance, pollutant or contaminant, as those terms are currently defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et

seq., and any other substance similarly currently defined or identified in any applicable Environmental Laws, including toxic materials or harmful physical agents, as defined in the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq.

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“HSR Notification and Report Form” shall have the meaning set forth in Section 3.3(a).

“Indemnifying Party” shall have the meaning set forth in Section 11.4(a).

“Indemnity Escrow Agent” means JPMorgan Chase Bank, N.A.

“Indemnity Escrow Agreement” shall mean the Escrow Agreement, to be dated as of the Closing Date, by and among Sellers, Buyer and Escrow Agent in the form of Exhibit H.

“Indemnity Escrow Deposit” shall mean Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000), which shall be deposited by Sellers with the Indemnity Escrow Agent in the form of an irrevocable letter of credit (in form and substance reasonably acceptable to Buyer and Sellers) on the Closing Date to secure Sellers’ indemnification obligations under this Agreement, with such deposit, together, with all interest and earnings thereon, if any, being held by the Indemnity Escrow Agent in accordance with the Indemnity Escrow Agreement.

“Independent Auditor” shall have the meaning set forth in Section 2.6(d).

“Intangibles” shall mean all copyrights, trademarks, trade names, service marks, service names, licenses, computer programs and computer license interests to the extent owned by and transferable by Sellers, patents, permits, internet domain names, jingles, proprietary information, trade secrets, technical information and data and other similar intangible property rights and interests (and any goodwill associated with any of the foregoing) applied for, issued to or owned by Sellers or under which Sellers are licensed or franchised and that are used or useful in the Business, together with any additions thereto between the date of this Agreement and the Closing Date, provided that Intangibles shall not include the Licenses, the Station Licenses or the Excluded Assets.

“Intercompany Accounts” shall have the meaning set forth in Section 2.2(j).

“Interim Financial Statements” shall have the meaning set forth in Section 4.8(b).

“IRS” shall mean the Internal Revenue Service.

“Knowledge of Sellers” shall mean the actual knowledge, without independent investigation or inquiry (except as hereinafter provided), of Gluck and each Station general manager after due inquiry of those individuals that directly report to Gluck or the Stations’ general managers.

“KFYR” shall have the meaning set forth in the recitals.

“KFYR Digital Upgrade” shall mean the construction of DTV facilities for KFYR, along with all facilities related thereto, in accordance with the KFYR Existing CP, or such construction

permit as modified by KFYZ Modification Application if granted by the FCC, as the case may be, and in a manner that will enable the licensee to file an FCC Form 302 license application with the FCC to cover the applicable KFYZ construction permit and thereby enable KFYZ to become licensed under Part 73 of the FCC's rules; provided, that this definition shall not include any FCC authorizations, including a DTV station license, that is limited to KFYZ's current technical facilities which are authorized pursuant to any Special Temporary Authorization previously issued by the FCC.

“KFYZ Existing CP” shall have the meaning set forth in Section 11.7(c).

“KFYZ Modification Application” shall have the meaning set forth in Section 11.7(c).

“KSFY” shall have the meaning set forth in the recitals.

“KVLY” shall have the meaning set forth in the recitals.

“KXJB” shall mean television station KXJB-TV, Valley City, North Dakota, which is licensed by the FCC to Catamount.

“KXJB Transaction” shall mean the transaction to be completed under Spirit/Parker Agreement.

“Leases” shall have the meaning set forth in Section 4.7(b).

“License Renewal” means the applications filed with the FCC with respect to the Station Licenses seeking renewal of the Station Licenses (including all associated broadcast auxiliary licenses).

“Licenses” shall mean all licenses, permits, construction permits and other authorizations issued by Governmental Authorities to Sellers, currently in effect and used in connection with the Business, together with any additions (including renewals or modifications of such licenses, permits and authorizations and applications therefor) thereto between the date of this Agreement and the Closing Date.

“Lien” shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property.

“Losses” shall mean all losses, liabilities, damages and all out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, incident to any action, suit, proceeding, claim, demand, assessment or judgment incident to the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing any indemnity under this Agreement.

“Market Cable Systems” shall mean all U.S. cable television systems with at least One Thousand (1,000) subscribers located within any particular Station's market, as defined in Section 76.55 of the FCC regulations.

“Material Adverse Effect” shall mean a material adverse effect on the financial condition, business, assets, operations or results of operations of the Business and KXJB, in each case taken as whole, exclusive of the effects of the transactions contemplated by this Agreement and the Other Acquisition Agreements, including the effects of the announcement of such transactions and the effects of taking or not taking any action expressly required or contemplated by this Agreement or the Other Acquisition Agreements.

“Material Contracts” shall have the meaning set forth in Section 4.5(a).

“Most Recent Balance Sheet” shall have the meaning set forth in Section 4.8(b).

“Most Recent Fiscal Month End” shall have the meaning set forth in Section 4.8(b).

“Net Working Capital” shall mean, subject to Section 2.5, the net working capital of the Business as of the Effective Time defined as an amount equal to the difference of (i) the aggregate amount of the Accounts Receivable, net of reserves for doubtful accounts (and any Accounts Receivable that are more than one hundred twenty (120) days old or with counterparties that are insolvent or bankrupt will not be counted in the calculation of Net Working Capital) and the prepaid expenses and deposits of the Business (current and long-term), if any, as of the Effective Time minus (ii) the accounts payable and accrued current liabilities of the Business as of the Effective Time, all as determined and calculated in accordance with GAAP consistent with Sellers’ past practices. For illustrative purposes, Schedule I contains a pro forma calculation of Net Working Capital. Net Working Capital shall not take into account or include any item that is an Excluded Asset, an Excluded Contract or a Retained Liability, or any accounts payable or accrued current liabilities related to Gluck and shall take into account adjustments of the type and nature described in such Schedule I.

“Option Agreement” shall mean the Option Agreement, dated as of April 24, 2003, by and between Catamount and NDTV.

“Other Acquisition Agreements” shall mean, collectively, the Spirit/Parker Agreement and the Catamount/Spirit Agreement.

“Outsourcing Agreement” shall mean the Outsourcing Agreement, dated as of April 24, 2003, by and between Catamount and NDTV.

“Permitted Liens” shall mean: (i) Liens imposed by any Governmental Authority for Taxes or assessments that are not yet due and payable or that are being contested in good faith and by appropriate proceedings; (ii) liens securing the claims of materialmen, landlords and others provided payment is not yet delinquent; (iii) pledges or deposits in connection with worker’s compensation, unemployment insurance and other social security legislation; (iv) deposits to secure the performance of any or all of the following: bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (v) any and all matters and encumbrances (including, without limitation, fee mortgages or ground leases) affecting any real property as to which a Seller holds a leasehold or easement interest therein and not created or granted by a Seller; (vi) restrictions or rights granted to or otherwise held by Governmental Authorities under applicable law; (vii) all matters of record disclosed on Schedule 4.7(a) or on Schedule 4.7(b) as “continuing,” including leasehold interests (and obligations thereunder) in real property owned by others and operating leases

for personal property and leased interests in property leased to others; (viii) easements, rights-of-way, covenants, restrictions and other similar encumbrances on real property and encroachments that, in the aggregate, are not substantial in amount or effect, and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business thereon; (ix) standard printed exceptions set forth in title policies, reports or commitments; (x) liens arising from filed financing statements related to personal property leases; (xi) any zoning, building or similar law or right reserved to or vested in any Governmental Authority that is not violated in any material respect by any existing improvement or use and that does not prohibit the use of the Real Property or the Leases as currently used by Sellers or any of the Stations; (xii) any other Liens disclosed in the Schedules hereto or Schedule II; and (xiii) the Assumed Liabilities.

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

“Pre-Closing Covenants” shall have the meaning set forth in Section 11.1.

“Preliminary Balance Sheet” shall have the meaning set forth in Section 2.6(a).

“Programming Contracts” shall mean all Contracts of Sellers listed on Schedule 4.5 pursuant to which the Stations are licensed, authorized or obligated to air or broadcast certain programs and films.

“Purchase Price” shall have the meaning set forth in Section 2.4.

“Real Property” shall mean fee and or easement estates in real property and buildings and other improvements thereon, owned or held by Sellers that are used or held for use in the Business all of which is disclosed on Schedule 4.7(a).

“Records” shall mean all books of account and other records in Sellers’ possession, including schematics, technical information, engineering data, programming information, original executed copies, if available, or true and correct copies of all Assumed Contracts, employment records (to the extent permitted by applicable law), customer files, lists, plats, architectural plans, drawings, and specifications, purchase and sales records, advertising records, creative materials, advertising and promotional material, and FCC logs, files and records of Sellers relating primarily to the Business.

“Related Party” shall have the meaning set forth in Section 12.2(a)(i).

“Remaining Fargo Master Control Project Capital Expenditures” shall mean, with respect to the Fargo Master Control Project, the difference of Five Thousand Dollars (\$5,000) minus the aggregate amount of capital expenditures made by Sellers after the date of this Agreement and prior to the consummation of the Closing.

“Remaining KFYZ Digital Upgrade Capital Expenditures” shall mean, with respect to the KFYZ Digital Upgrade, the difference of Eight Hundred Thousand Dollars (\$800,000) minus the aggregate amount of capital expenditures made by Sellers therefor prior to the consummation of the Closing.

“Required Consents” shall have the meaning set forth in Section 8.4.

“Retained Liabilities” shall have the meaning set forth in Section 2.7.

“RV Trade” shall mean the trade agreement by and between KSFY and Spaders RV Center related to such Station’s Sightseer Winnebago.

“Schedules” shall mean the schedules referred to in this Agreement (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms of this Agreement), which schedules are hereby incorporated herein and made a part hereof.

“Seller Indemnified Parties” shall have the meaning set forth in Section 11.3(a).

“Sellers” shall have the meaning set forth in the introductory paragraph hereof.

“Settlement Date” shall have the meaning set forth in Section 2.6(e).

“Spirit/Parker Agreement” shall mean the Asset Purchase Agreement entered into between Parker Broadcasting, Inc. and Spirit Television LLC related to KXJB.

“Station Licenses” shall mean the Licenses issued by the FCC in respect of the Stations.

“Stations” shall have the meaning set forth in the recitals.

“Survival Period” shall have the meaning set forth in Section 11.1.

“Tangible Personal Property” shall mean all broadcasting and other machinery, equipment, tools, vehicles, furniture, office equipment, plant, inventory (including all programs, records, tapes, recordings, compact discs and cassettes), spare parts, office materials and supplies, tubes, and other tangible personal property owned by Sellers that is used or held for use in the Business, together with any additions thereto between the date of this Agreement and the Closing Date.

“Tax” shall mean any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Termination Date” shall mean March 31, 2007 if a third Person has not filed an objection or petition to deny with respect to the Assignment Applications, or June 30, 2007 if a third Person has filed an objection or petition to the Assignment Application(s) or License Renewal(s).

“Tolling Agreements” shall have the meaning set forth in Section 3.1(e).

“Third Party Claim” shall have the meaning set forth in Section 11.4(c).

“Transfer Taxes” shall have the meaning set forth in Section 13.1.

“Transferred Employee” shall have the meaning set forth in Section 7.1.