

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Gray Television, Inc.

(Exact name of registrant as specified in its charter)

Georgia
(State or other jurisdiction of
incorporation or organization)

4833
(Primary Standard Industrial
Classification Code Number)

58-0285030
(I.R.S. Employer
Identification No.)

4370 Peachtree Road, N.E.
Atlanta, Georgia 30319
(404) 504-9828
(Address, including zip code, and telephone number, including area code, of the registrant's principal executive offices)

James C. Ryan
Gray Television, Inc.
4370 Peachtree Road, N.E.
Atlanta, Georgia 30319
(404) 504-9828
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Mark L. Hanson, Esq.
Jones Day
1420 Peachtree Street, N.E., Suite 800
Atlanta, Georgia 30309
(404) 581-8573

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED OFFER TO THE PUBLIC:
As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
10 ¹ / ₂ % Senior Secured Second Lien Notes due 2015	\$365,000,000	100%	\$365,000,000	\$26,024.50
Guarantees of 10 ¹ / ₂ % Senior Secured Second Lien Notes due 2015 (2)	—	—	—	—(3)
Total	\$365,000,000	100%	\$365,000,000	\$26,024.50

(1) Estimated in accordance with Rule 457(f) under the Securities Act of 1933 solely for purposes of calculating the registration fee.

(2) See inside facing page for registrant guarantors.

(3) In accordance with Rule 457(n), no separate registration fee for the guarantees is payable.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

TABLE OF ADDITIONAL REGISTRANTS

<u>Exact Name of Registrant as Specified in its Charter(1)</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>IRS Employer Identification Number</u>
WVLT-TV, Inc.	Georgia	4833	58-2256206
Gray Television Group, Inc.	Delaware	4833	13-2982954
Gray Television Licensee, LLC	Nevada	4833	51-0376603

(1) The address and telephone number of each of the additional registrants is: 4370 Peachtree Road, NE, Atlanta, Georgia 30319; telephone (404) 504-9828.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state.

SUBJECT TO COMPLETION, DATED JUNE 23, 2010

PRELIMINARY PROSPECTUS

(GRAY TELEVISION, INC. LOGO)

Gray Television, Inc.

**Offer to Exchange up to \$365,000,000
Aggregate Principal Amount of Newly
Issued 10¹/₂% Senior Secured Second Lien Notes due 2015**

For

**a Like Principal Amount of Outstanding
Restricted 10¹/₂% Senior Secured Second Lien Notes due 2015
Issued in April 2010**

On April 29, 2010, we issued \$365.0 million aggregate principal amount of restricted 10¹/₂% Senior Secured Second Lien Notes due 2015 in a private placement exempt from the registration requirements under the Securities Act of 1933 (the "Securities Act"). We refer to these as the "original notes."

We are offering to exchange a new issue of 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "exchange notes") for our outstanding restricted 10¹/₂% Senior Secured Second Lien Notes due 2015. We sometimes refer to the original notes and the exchange notes in this prospectus together as the "notes." The terms of the exchange notes are substantially identical to the terms of the original notes, except that the exchange notes will be issued in a transaction registered under the Securities Act, and the transfer restrictions and registration rights and related special interest provisions applicable to the original notes will not apply to the exchange notes. The exchange notes will be exchanged for original notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. We will not receive any proceeds from the issuance of exchange notes in the exchange offer.

You may withdraw tenders of original notes at any time prior to the expiration of the exchange offer.

The exchange offer expires at 9:00 a.m., New York City time, on _____, 2010, unless extended, which we refer to as the "expiration date."

We do not intend to list the exchange notes on any national securities exchange or to seek approval through any automated quotation system, and no active public market for the exchange notes is anticipated.

Each broker-dealer that receives exchange notes for its own account pursuant to the registered exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of exchange notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where the original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period ending on the earlier of (i) 90 days from the date on which the registration statement of which this prospectus forms a part is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities, we will make this prospectus available to any broker-dealer for use in connection with these resales. See "Plan of Distribution."

You should consider carefully the risk factors beginning on page 11 of this prospectus before deciding whether to participate in the exchange offer.

Neither the Securities and Exchange Commission ("SEC") nor any state securities commission or other similar authority has approved these exchange notes or determined that this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2010

TABLE OF CONTENTS

Summary	1
Risk Factors	11
The Exchange Offer	24
Ratio of Earnings to Fixed Charges	31
Use of Proceeds	32
Capitalization	33
Selected Consolidated Financial and Other Data	34
Management's Discussion and Analysis of Financial Condition and Results of Operations	37
Business	56
Company Management and Directors	67
Certain Relationships and Related Transactions	69
Description of Other Indebtedness and Certain Other Obligations	70
Description of Notes	73
Certain U.S. Federal Income Tax Considerations	109
Book Entry, Delivery and Form	114
Plan of Distribution	116
Legal Matters	117
Experts	118
Index to Financial Statements	F-1
EX-3.3	
EX-3.4	
EX-3.5	
EX-3.6	
EX-3.7	
EX-3.8	
EX-5.1	
EX-5.2	
EX-12.1	
EX-23.2	
EX-25.1	
EX-99.1	
EX-99.2	
EX-99.3	
EX-99.4	

This prospectus may only be used where it is legal to make the exchange offer and by a broker-dealer for resales of exchange notes acquired in the exchange offer where it is legal to do so.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

From time to time, including in this prospectus and in the documents incorporated by reference in this prospectus, we make “forward-looking statements” within the meaning of federal and state securities laws. Disclosures that use words such as “believes,” “expects,” “anticipates,” “estimates,” “will,” “may” or “should” and similar expressions are intended to identify forward-looking statements, as defined under the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect our then-current expectations and are based upon data available to us at the time the statements are made. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from expectations. The most material, known risks are detailed in the section titled “Risk Factors” in this prospectus. All forward-looking statements in, and incorporated by reference into, this prospectus are qualified by these cautionary statements and are made only as of the date of this prospectus. Any such forward-looking statements, whether made in this prospectus or elsewhere, should be considered in context with the various disclosures made by us about our business. These forward-looking statements fall under the safe harbors of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). The following risks, among others, could cause actual results to differ materially from those described in any forward-looking statements:

- we have a significant amount of debt, and have the ability to incur additional debt, any of which could restrict our future operating and strategic flexibility and expose us to the risks of financial leverage;
- the agreements governing our various debt and other obligations restrict our business and limit our ability to act;
- our ability to meet our debt service obligations on the exchange notes and our other debt will depend on our future performance, which is, and will be, subject to many factors that are beyond our control;
- we are dependent on advertising revenues, which are seasonal and may fluctuate as a result of a number of factors, including a continuation of the economic downturn;
- we are highly dependent upon a limited number of advertising categories;
- we are highly dependent on network affiliations and may lose a significant amount of television programming if a network terminates or significantly changes its affiliation with us;
- we purchase television programming in advance of earning any related revenue, and may not earn sufficient revenue to offset the costs thereof;
- we are subject to risks of competition from other local stations as well as from cable systems, the Internet and other providers;
- we may incur significant capital and operating costs;
- we may incur impairment charges related to our assets; and
- we are subject to risks and limitations due to government regulation of the broadcasting industry, including Federal Communications Commission (“FCC” or the “Commission”) control over the renewal and transfer of broadcasting licenses, which could materially adversely affect our operations and growth strategy.

We urge you to review carefully the information under the heading “Risk Factors” included elsewhere in this prospectus and in the documents incorporated by reference in this prospectus for a more complete discussion of the risks of participating in the exchange offer.

WHERE YOU CAN FIND MORE INFORMATION

Gray furnishes and files annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy materials that we have furnished to or filed with the SEC at the SEC’s public reference room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our SEC filings are also available to the public on the SEC’s Internet website at <http://www.sec.gov>. Those filings are also available to the public on our corporate website at <http://www.gray.tv>. The information contained in our website is not part of or incorporated by reference into this prospectus.

INCORPORATION BY REFERENCE

This prospectus incorporates important business and financial information about Gray Television, Inc. from documents that are not included in or delivered with this prospectus. You should rely only on the information contained or incorporated by reference into this prospectus. We have not authorized anyone to provide you with information that is different. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the front cover of this prospectus and that any information we have incorporated by reference is accurate as of any date other than the date of the document incorporated by reference.

We incorporate by reference the documents listed below that we have filed with the SEC (File No. 1-13796) under the Securities Exchange Act of 1934, as well as any filing that we make with the SEC on or after the date of this prospectus (unless such filing expressly states that it is not incorporated by reference herein) until the expiration date:

- our Annual Report on Form 10-K (the "2009 Form 10-K") filed on April 7, 2010;
- the portions of our proxy statement for our 2010 annual meeting of shareholders incorporated by reference into the 2009 Form 10-K, which proxy statement was filed on April 26, 2010;
- our Quarterly Report on Form 10-Q, filed on May 10, 2010; and
- our Current Reports on Form 8-K, filed on April 1, 2010; April 12, 2010; April 20, 2010; April 22, 2010; and April 30, 2010.

Any statement contained in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified will not be deemed to constitute a part of this prospectus, except as so modified, and any statement so superseded will not be deemed to constitute a part of this prospectus.

The information related to us contained in this prospectus should be read together with the information contained in the documents incorporated by reference. We will provide without charge to each person to whom a copy of this prospectus is delivered, upon the written or oral request of any such person, a copy of any or all of the documents incorporated into this prospectus by reference, other than exhibits to those documents unless the exhibits are specifically incorporated by reference into those documents, or referred to in this prospectus. Requests should be directed to:

Gray Television, Inc.
4370 Peachtree Road, N.E.
Atlanta, Georgia 30319
(404) 504-9828

In order to receive timely delivery of any requested documents in advance of the expiration date of the exchange offer, you should make your request no later than _____, 2010, which is five full business days before you must make a decision regarding the exchange offer.

INDUSTRY AND MARKET DATA

This prospectus includes industry data regarding station rank, in-market share and television household data that we obtained from periodic reports published by A.C. Nielsen Company. Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein.

SUMMARY

This summary contains basic information about our Company and the exchange offer. This summary highlights selected information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether or not to invest in the exchange notes. For a more complete understanding of our Company and the exchange offer, you should read this entire prospectus and the documents incorporated by reference in this prospectus, including the information under the heading "Risk Factors." The summary contains forward looking statements that involve risk and uncertainties. Our actual results may differ based upon certain factors, including those set forth under the caption "Risk Factors" herein and the documents incorporated by reference in this prospectus. Unless otherwise indicated or required by the context, the terms "Gray," "we," "our," "us" and the "Company" refer to Gray Television, Inc. and its subsidiaries. Our discussion of the television (or "TV") stations that we own and operate does not include our minority equity interest in the television and radio stations owned by Sarkes Tarzian, Inc.

Our Company

General

We are a television broadcast company operating 36 television stations serving 30 markets. Seventeen of our stations are affiliated with CBS Inc. ("CBS"), ten are affiliated with the National Broadcasting Company, Inc. ("NBC"), eight are affiliated with the American Broadcasting Company ("ABC"), and one is affiliated with FOX Entertainment Group, Inc. ("FOX"). Our 17 CBS-affiliated stations make us the largest independent owner of CBS affiliates in the United States. In addition, we currently operate 39 digital second channels including one affiliated with ABC, four affiliated with FOX, seven affiliated with The CW Network, LLC ("CW"), 18 affiliated with Twentieth Television, Inc. ("MyNetworkTV" or "MyNet."), two affiliated with the Universal Sports Network ("Universal Sports") and seven local news/weather channels, in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels; however, our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. Our combined TV station group reaches approximately 6.3% of total United States households.

We were incorporated in 1897, initially to publish the Albany Herald in Albany, Georgia, and entered the broadcasting industry in 1953. We have a dedicated and experienced senior management team.

For the fiscal year ended December 31, 2009 and the first quarter ended March 31, 2010, we generated revenue of \$270.4 million and \$70.5 million, respectively.

Markets

Gray operates in designated market areas ("DMAs") ranked between 51-200 and primarily focuses its operations on university towns and state capitals. Our markets include 17 university towns, representing enrollment of approximately 469,000 students, and eight state capitals. We believe university towns and state capitals provide significant advantages as they generally offer more favorable advertising demographics, more stable economics and a stronger affinity between local stations and university sports teams.

We have a strong, market leading position in our markets. Our combined station group has 23 markets with stations ranked #1 in local news audience and 21 markets with stations ranked #1 in overall audience within their respective markets, based on the results of the average of the Nielsen March, May, July and November 2009 ratings reports. Of the 30 markets that we serve, we operate the #1 or #2 ranked station in 29 of those markets. We believe a key driver for our strong market position is the strength of our local news and information programs. Our news audience share outperforms the national average of the networks' audience share with nearly twice the Nielsen Station Index ("NSI") national average market share in November 2009 for both 6 p.m. and late night news. We believe that our market position and our strong local revenue stream have enabled us to better preserve our revenues in softer economic conditions compared to many of our peers.

We are diversified across our markets and network affiliations. Our largest market by revenue is Charleston/Huntington, WV, which contributed approximately 7% of our revenues in 2009. Our top 10 markets by revenue contributed 53% of our revenues in 2009. Our 17 CBS-affiliated stations accounted for 49% of our revenues, our 10 NBC-affiliated stations accounted for 36% of our revenues, our 8 ABC-affiliated stations accounted for 15% of our revenues and our 1 FOX-affiliated station accounted for less than 1% of our revenues, for 2009, respectively.

Business Strategy

Our success has been based on the following strategies for growing our revenues and our operating cash flow:

Maintain and Grow our Market Leadership Position. We have the #1 ranking in overall audience in 21 of the 30 markets in which we operate. We are ranked #2 in audience in all of our other markets, except Albany, GA. We have the #1 ranking in local news audience in 23 of our markets and our news audience share outperforms the national average of the networks' audience share with nearly twice the NSI national average market share in November 2009 for both 6 p.m. and late night news.

We believe there are significant advantages in operating the #1 or #2 television broadcasting stations. Strong audience and market share allows us enhance our advertising revenues through price discipline and leadership. We believe a top-rated news platform is critical to capturing incremental sponsorship and political advertising revenue. Our high-quality station group improves our cash flow and allows us additional opportunities to reinvest in our business to further strengthen our network and news ratings. Furthermore, we believe operating the top ranking stations in our various markets allows us to attract and retain top talent.

We also believe that our leadership position in the markets we serve gives us additional leverage to negotiate retransmission contracts with multiple system operators ("MSOs"), and we believe it will help us in our potential negotiations with networks upon expiration of our current contracts with them. Our primary network affiliation agreements expire at various dates through January 1, 2016.

We intend to maintain our market leadership position through prudent continued investment in our news and syndicated programs, as well as continued technological advances and program improvements. We are in the process of converting our local studios to be able to provide high definition digital broadcasting ("HD") in select markets to further enhance the visual quality of our local programs, which we believe can drive incremental viewership, and expect to continue to invest in local HD conversion over the next few years.

Pursue New Media Opportunities. We currently operate web, mobile and desktop applications in all of our markets. We have focused on expanding the applicable local content, such as news, weather and sports, on our websites to drive increased traffic. We have experienced strong growth in internet page views in the past, with page views growing at a 57% compound annual growth rate from 2003 and 2009, and anticipate continued growth in the future.

Our aggregate internet revenues are derived from two sources. The first source is advertising or sponsorship opportunities directly on our websites. We call this "direct internet revenue." The other revenue source is television advertising time purchased by our clients to directly promote their involvement in our websites. We refer to this internet revenue source as "internet-related commercial time sales." In the future, we anticipate our direct internet revenue will grow at a faster pace relative to our internet-related commercial time sales.

We are a member of the open mobile video coalition ("OMVC"), which aims to accelerate the development and rollout of mobile DTV products and services, maximizing the full potential of the digital television spectrum. We are currently testing mobile television in the Omaha and Lincoln, Nebraska markets.

Monetize Digital Spectrum. We currently operate 39 digital second channels, including one affiliated with ABC, four affiliated with FOX, seven affiliated with CW, 18 affiliated with MyNetworkTV, two affiliated with the Universal Sports Network and seven local news/weather channels, in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels, except that our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. In the year ended December 31, 2009, we generated \$7.1 million in revenues from our digital second channels.

Our strategy is to expand upon our digital offerings, evaluating potential opportunities from time to time either on our own and/or in partnership with other companies, as such opportunities present themselves. We intend to aggressively pursue the use of our spectrum for additional opportunities such as local video on demand, music on demand and other digital downloads. We also intend to evaluate opportunities to use spectrum for future delivery of television broadcasts to handheld and other mobile devices.

Prudent Cost Management. Historically, we have closely managed our costs to maintain our margins. We believe that our market leadership position gives us additional negotiating leverage to enable us to lower our syndicated programming costs. We have increased the efficiency of our stations by automating processes as a part of the conversion of local studios to digital. As of December 31, 2009, we had reduced our total number of employees by 241, or 9.9%, since December 31, 2007. We also lowered our syndicated programming costs by \$1.1 million during the year ended December 31, 2009. We intend to continue to seek and implement additional cost saving opportunities in the future.

Selected 2010 Developments

Amendment to Senior Credit Facility

Effective as of March 31, 2010, we amended our senior credit facility (the “2010 amendment”) to provide for, among other things: (i) an increase in the maximum total net leverage ratio covenant under the senior credit facility through March 30, 2011 and (ii) a potential issuance of certain capital stock and/or senior or subordinated debt securities, with the proceeds to be used to repay amounts outstanding under our senior credit facility. The amendment to our senior credit facility also provided for a reduction in the revolving loan commitment under the senior credit facility from \$50.0 million to \$40.0 million.

Pursuant to the 2010 amendment, from March 31, 2010 until we completed the offering of the original notes on April 29, 2010 and repaid not less than \$200.0 million of the term loan outstanding under our senior credit facility using the proceeds from that offering: (i) we were required to pay an annual incentive fee equal to 2.0%, which fee was eliminated upon the consummation of the offering of original notes and related repayment of amounts under our senior credit facility; (ii) the then-existing annual facility fee remained at 3.0%, but, following such repayment, was reduced to 1.25% per year, with a potential for further reductions in future periods; and (iii) we remained subject to the then-existing maximum total net leverage ratio, but, following such repayment, that ratio was replaced by a first lien leverage test. In addition, from and after such repayment, we became subject to a minimum fixed charge coverage ratio of 0.90x to 1.0x.

Immediately after giving effect to the completion of the offering of the original notes and the repayment of \$300.0 million of the term loan outstanding under our senior credit facility, the related reduction in the annual facility fee and the elimination of the incentive fee thereunder, our effective interest rate under our senior credit facility was LIBOR plus 4.25% per year.

For additional information regarding the amendment to our senior credit facility, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources” and “Description of Other Indebtedness and Certain Other Obligations” included elsewhere in this prospectus.

Repurchase of a Portion of the Outstanding Shares of Our Series D Perpetual Preferred Stock

On April 19, 2010, we entered into an agreement (the “Exchange Agreement”) with holders of shares of our Series D perpetual preferred stock. Pursuant to the Exchange Agreement, concurrently with the completion of the offering of the original notes, we repurchased \$75.59 million of Series D perpetual preferred stock, including accrued dividends, in exchange for \$50.0 million in cash and 8.5 million shares of our common stock.

Corporate Information

Gray Television, Inc. is a Georgia corporation. Our executive offices are located at 4370 Peachtree Road, NE, Atlanta, GA 30319, and our telephone number at that location is (404) 504-9828. Our website address is <http://www.gray.tv>. The information on our website is not a part of or incorporated by reference into this prospectus.

THE EXCHANGE OFFER

The Exchange Offer	We are offering to exchange up to (i) \$365,000,000 aggregate principal amount of our registered 10 ¹ / ₂ % Senior Secured Second Lien Notes due 2015 (the “exchange notes”) for an equal principal amount of our outstanding restricted 10 ¹ / ₂ % Senior Secured Second Lien Notes due 2015 (the “original notes”) that were issued in April 2010. The terms of the exchange notes are identical in all material respects to those of the original notes, except that the exchange notes will be issued in a transaction registered under the Securities Act, and the transfer restrictions, registration rights and related special interest provisions relating to the original notes do not apply to the exchange notes. The exchange notes will be of the same class as the outstanding original notes. Holders of original notes do not have any appraisal or dissenters’ rights in connection with the exchange offer.
Purpose of the Exchange Offer	The exchange notes are being offered to satisfy our obligations under the registration rights agreement entered into at the time we issued and sold the original notes.
Expiration Date; Withdrawal of Tenders; Return of Original Notes Not Accepted for Exchange	The exchange offer will expire at 9:00 a.m., New York City time, on _____, 2010, or on a later date and time to which we extend it (the “expiration date”). Tenders of original notes in the exchange offer may be withdrawn at any time prior to the expiration date. As soon as practicable following the expiration date, we will exchange the exchange notes for validly tendered original notes. Any original notes that are not accepted for exchange for any reason will be returned without expense to the tendering holder promptly after the expiration or termination of the exchange offer.
Procedures for Tendering Original Notes	Each holder of original notes wishing to participate in the exchange offer must complete, sign and date the accompanying letter of transmittal, or its facsimile, in accordance with its instructions, and mail or otherwise deliver it, or its facsimile, together with the original notes and any other required documentation to the exchange agent at the address in the letter of transmittal. Original notes may be physically delivered, but physical delivery is not required if a confirmation of a book-entry transfer of the original notes to the exchange agent’s account at DTC is delivered in a timely fashion. A holder may also tender its original notes by means of DTC’s Automated Tender Offer Program (“ATOP”), subject to the terms and procedures of that program. See “The Exchange Offer — Procedures for Tendering Original Notes.”
Conditions to the Exchange Offer	The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered for exchange. The exchange offer is subject to customary conditions, which may be waived by us in our discretion. We currently expect that all of the conditions will be satisfied and that no waivers will be necessary.
Exchange Agent	U.S. Bank National Association.
U.S. Federal Income Tax Considerations	Your exchange of an original note for an exchange note will not constitute a taxable exchange. The exchange will not result in taxable income, gain or loss being recognized by you or by us. Immediately after the exchange, you will have the same adjusted basis and holding period in each exchange note received as you had immediately prior to the exchange in the corresponding original note surrendered. See “Certain U.S. Federal Income Tax Considerations.”
Risk Factors	You should consider carefully the risk factors beginning on page 11 of this prospectus before deciding whether to participate in the exchange offer.

THE EXCHANGE NOTES

The terms of the exchange notes are identical in all material aspects to those of the original notes, except for the transfer restrictions and registration rights and related special interest provisions relating to the original notes that do not apply to the exchange notes.

Issuer	Gray Television, Inc.
Notes Offered	\$365,000,000 aggregate principal amount of 10 ¹ / ₂ % senior secured second lien notes due 2015. The new notes offered hereby will be of the same class as the original notes.
Maturity Date	June 29, 2015.
Interest	Interest on the exchange notes will accrue at a rate of 10.5% per annum, payable semi-annually, in cash in arrears, on May 1 and November 1 of each year, commencing November 1, 2010.
Guarantees	The exchange notes will be fully and unconditionally guaranteed on a senior secured basis by all of our existing and future domestic restricted subsidiaries.
Ranking	<p>The exchange notes and the guarantees will be our and the guarantors' senior secured obligations and will:</p> <ul style="list-style-type: none">• rank senior in right of payment to our and the guarantors' existing and future debt and other obligations that expressly provide for their subordination to the exchange notes and the guarantees;• be effectively senior to our and the guarantors' existing and future unsecured debt to the extent of the value of the collateral securing the exchange notes, after giving effect to first-priority liens on the collateral and permitted liens;• be effectively junior to our and the guarantors' obligations that are either (i) secured by first priority liens on the collateral, including indebtedness under our senior credit facility or (ii) secured by assets that are not part of the collateral that is securing the exchange notes, in each case to the extent of the value of the collateral securing such debt; and• be structurally subordinated to all of the existing and future liabilities of our subsidiaries, if any, that do not guarantee the exchange notes. <p>After giving effect to the issuance of the original notes and the use of proceeds from the original notes, at March 31, 2010, the Company and the guarantors would have had approximately \$879.4 million aggregate principal amount of total indebtedness (excluding intercompany indebtedness), of which \$879.0 million would have been senior debt (including the original notes), and of which approximately \$514.0 million would have ranked effectively senior to the exchange notes to the extent of the assets securing such debt.</p>

Security

The exchange notes and the guarantees will be secured by a second priority lien on substantially all of the assets owned by us and the guarantors, which assets also secure obligations under our senior credit facility, subject to certain exceptions and permitted liens. Under the security documents we and the guarantors have, subject to certain exceptions, granted security interests in substantially all of our and their real, personal and fixture property, including (i) all present and future shares of capital stock of (or other ownership or profit interests in) each of our present and future direct and indirect subsidiaries, held by us or any subsidiary guarantor (but, (a) as to the voting stock of any foreign subsidiary, not to exceed 66% of the outstanding voting stock and (b) excluding any capital stock of a subsidiary to the extent necessary for such subsidiary not to be subject to any requirement to file separate financial statements with the SEC pursuant to Rule 3-16 or Rule 3-10 of Regulation S-X under the Exchange Act, due to the fact that such subsidiary's capital stock secured the exchange notes or guarantees); (ii) all present and future intercompany debt owed to us or any subsidiary guarantor; (iii) substantially all of our and each subsidiary guarantor's present and future property and assets, real and personal, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, owned real estate, leaseholds, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, trade names, copyrights, other intellectual property, chattel paper, insurance proceeds, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash; (iv) all FCC licenses except to the extent (but only to the extent) and for so long as that at such time the collateral agent may not validly possess a security interest directly in the FCC license pursuant to applicable Federal law, including the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies promulgated thereunder, as in effect at such time, but including at all times all proceeds incident or appurtenant to the FCC licenses and all proceeds of the FCC licenses, and the right to receive all monies, consideration and proceeds derived from or in connection with the sale, assignment, transfer, or other disposition of the FCC licenses; and (v) all proceeds and products of the property and assets described in clauses (i), (ii), and (iv) above. For more details, see "Description of Notes—Security."

The value of collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the collateral. The liens on the collateral may be released without the consent of the holders of the exchange notes if collateral is disposed of in a transaction that complies with the indenture and the related security documents or in accordance with the provisions of an intercreditor agreement to be entered into relating to the collateral securing the exchange notes and our senior credit facility. See "Risk Factors—Risks Related to the Exchange Notes—It may be difficult to realize upon the value of the collateral securing the exchange notes" and "Description of Notes—Security" and "Description of Notes— Intercreditor Agreement."

Certain security interests, including those granted or to be granted pursuant to mortgages on certain of our owned and leased real properties intended to constitute collateral that secures the original notes and the exchange notes, were not in place on the date of issuance of the original notes, and may not be in place on the date of issuance of the exchange notes. We are required to file or cause to be filed UCC financing statements to perfect the security interests in the collateral that can be perfected by such filings on the date of the issuance of the original notes. With respect to the portion of the collateral securing the exchange notes for which a valid and perfected security interest in favor of the collateral agent was not created or perfected on or prior to the date of issuance of the original notes and which cannot be perfected by the filing of UCC financing statements, we have agreed to use our commercially reasonable efforts to complete those actions required to create and perfect such security interest within 150 days following the date of issuance of the original notes.

[Table of Contents](#)

Intercreditor Agreement	Pursuant to an intercreditor agreement, the liens securing the exchange notes will be second priority liens that will be expressly junior in priority to the liens that secure obligations under our senior credit facility and obligations under certain hedging and cash management arrangements. The rights of holders of the exchange notes to the collateral and their ability to enforce rights will be materially limited by the intercreditor agreement. The holders of the first priority lien obligations will receive all proceeds from any realization of the collateral or from the collateral or proceeds thereof in any insolvency or liquidation proceeding, in each case until the first priority lien obligations are paid in full. See “Description of Notes—Intercreditor Agreement.”
Optional Redemption	On or after November 1, 2012, we may redeem the exchange notes, in whole or in part, at any time, at the redemption prices described under “Description of Notes—Redemption—Optional Redemption.” In addition, we may redeem up to 35% of the aggregate principal amount of the exchange notes before November 1, 2012 with the net cash proceeds from certain equity offerings at a redemption price of 110.500% of the principal amount plus accrued and unpaid interest, if any, to the redemption date. We may also redeem some or all of the exchange notes before November 1, 2012 at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, plus a “make whole” premium.
Change of Control	If we experience certain kinds of changes of control, we will be required to offer to purchase the exchange notes at 101% of their principal amount, plus accrued and unpaid interest. For more details, see “Description of Notes—Change of Control.”
Mandatory Offer to Purchase Following Certain Asset Sales and Certain Events of Loss	If we sell certain assets, or upon certain events of loss, under certain circumstances we will be required to use the net proceeds resulting from such events to offer to purchase the exchange notes at 100% of their principal amount, plus accrued and unpaid interest, as described under “Description of Notes—Certain Covenants — Limitation on Asset Sales” and “Description of Notes — Certain Covenants — Events of Loss.”
Certain Covenants	The indenture contains covenants that limit, among other things, our ability and the ability of our restricted subsidiaries to: <ul style="list-style-type: none">• incur additional debt;• declare or pay dividends, redeem stock or make other distributions to stockholders;• make investments;• create liens or use assets as security in other transactions;• enter into agreements restricting our or our subsidiaries’ ability to pay dividends or make certain other payments;• merge or consolidate, or sell, transfer, lease or dispose of substantially all of our assets;• engage in transactions with affiliates; and• sell or transfer assets.

These covenants are subject to a number of important qualifications and limitations. See “Description of Notes—Certain Covenants.”

Use of Proceeds

We will not receive any cash proceeds from the issuance of the exchange notes. See “Use of Proceeds.”

You should refer to the section entitled “Risk Factors” beginning on page 11 for an explanation of certain risks of participating in the exchange offer.

Summary Historical Consolidated Financial and Other Data

We have derived the following summary historical consolidated financial and other data for each of the three years ended December 31, 2009, 2008 and 2007 from our audited consolidated financial statements included elsewhere in this prospectus. We have derived the following summary historical consolidated financial and other data for the three months ended March 31, 2010 and 2009 from our unaudited condensed consolidated financial statements included elsewhere in this prospectus. The summary historical consolidated financial and other data presented below does not contain all of the information you should consider before deciding whether or not to participate in the exchange offer, and should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements, and notes thereto, included elsewhere in this prospectus. You should not consider our results for the three months ended March 31, 2010 or 2009 to be indicative of results to be achieved for any future interim or full-year period.

	Three Months Ended March 31,		Year Ended December 31,		
	2010	2009	2009	2008	2007
	(unaudited)				
Statement of Operations Data:					
Revenues (less agency commissions)(1)	\$ 70,482	\$ 61,354	\$ 270,374	\$ 327,176	\$ 307,288
Operating expenses before depreciation, amortization, impairment, and gains on disposal of assets, net:					
Broadcast	47,567	45,654	187,583	199,572	199,687
Corporate and administrative	2,922	4,046	14,168	14,097	15,090
Depreciation	7,975	8,261	32,595	34,561	38,558
Amortization of intangible assets	122	149	577	792	825
Impairment of goodwill and broadcast licenses(2)	—	—	—	338,681	—
Gain on disposals of assets, net	(44)	(1,522)	(7,628)	(1,632)	(248)
Operating expenses	58,542	56,588	227,295	586,071	253,912
Operating income (loss)	11,940	4,766	43,079	(258,895)	53,376
Other income (expense):					
Miscellaneous income (expense), net	39	12	54	(53)	972
Interest expense	(19,611)	(10,113)	(69,088)	(54,079)	(67,189)
Loss from early extinguishment of debt(3)	(349)	(8,352)	(8,352)	—	(22,853)
Loss before income taxes	(7,981)	(13,687)	(34,307)	(313,027)	(35,694)
Income tax benefit	(3,238)	(4,767)	(11,260)	(111,011)	(12,543)
Net loss	(4,743)	(8,920)	(23,047)	(202,016)	(23,151)
Preferred stock dividends (includes accretion of issuance cost of \$301, \$301, \$1,202, \$576 and \$439, respectively)	4,551	4,051	17,119	6,593	1,626
Net loss available to common stockholders	(9,294)	(12,971)	(40,166)	(208,609)	(24,777)
Balance Sheet Data (at end of period):					
Cash and cash equivalents	\$ 13,664	\$ 14,857	\$ 16,000	\$ 30,649	\$ 15,338
Working capital	14,163	13,388	11,712	19,645	21,872
Net intangible assets, broadcast licenses and goodwill	990,697	991,247	990,819	991,396	1,330,869
Total assets	1,235,815	1,248,442	1,245,739	1,278,265	1,625,969
Total debt and long-term accrued facility fees	814,034	798,359	810,116	800,380	925,000
Redeemable preferred stock(4)	93,687	92,484	93,386	92,183	—
Total stockholders’ equity	88,140	107,154	93,620	117,107	337,845
Cash Flow Data:					
Net cash provided by (used for):					
Operating activities	\$ 6,986	\$ (1,296)	\$ 18,903	\$ 73,675	\$ 28,360
Investing activities	(3,185)	(5,469)	(17,531)	(16,340)	(25,662)
Financing activities	(6,137)	(9,027)	(16,021)	(42,024)	7,899
Other Financial and Operating Data:					
Capital expenditures	2,888	5,183	17,756	15,019	24,605
Ratio of earnings to fixed charges(5)	—	N/A	—	—	—

Table of Contents

- (1) Our revenues fluctuate significantly between years, in accordance with, among other things, increased political advertising expenditures in even-numbered years.
- (2) As of December 31, 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write down of \$98.6 million in the carrying value of our goodwill and a write down of \$240.1 million in the carrying value of our broadcast licenses. The write-down of our goodwill and broadcast licenses related to seven stations and 23 stations, respectively. As of this testing date, we believed events had occurred and circumstances changed that more likely than not reduce the fair value of our broadcast licenses and goodwill below their carrying amounts. These events, which accelerated in the fourth quarter of 2008, included: (i) the continued decline of the price of our common stock and Class A common stock; (ii) the decline in the current selling prices of television stations; (iii) the decline in local and national advertising revenues excluding political advertising revenue; and (iv) the decline in the operating profit margins of some of our stations.
- (3) In 2010 and 2009, we recorded a loss on early extinguishment of debt related to an amendment of our senior credit facility. In 2007, we recorded a loss on early extinguishment of debt related to a refinancing of our senior credit facility and the redemption of our 9.25% Senior Subordinated Notes ("9.25% Notes").
- (4) On June 26, 2008, we issued 750 shares of Series D perpetual preferred stock and on July 15, 2008, we issued an additional 250 shares of our Series D perpetual preferred stock. We generated net cash proceeds from such issuances of approximately \$91.6 million after a 5.0% original issue discount, transaction fees and expenses. The Series D perpetual preferred stock has a liquidation value of \$100,000 per share, for a total liquidation value of \$75.0 million. The \$8.4 million of original issue discount, transaction fees and expenses is being accreted over a seven-year period ending June 30, 2015.

Amounts exclude unamortized original issuance costs and accrued and unpaid dividends. Such costs and dividends aggregated \$29.5 million, \$14.3 million, \$25.5 million and \$10.8 million as of March 31, 2010, March 31, 2009, December 31, 2009 and 2008, respectively.

- (5) For purposes of this ratio:

The term "fixed charges" means the sum of: (i) interest expensed and capitalized, (ii) amortized premiums, discounts and capitalized expenses related to indebtedness, (iii) an estimate of the interest within rental expense, and (iv) preference security dividend requirements of consolidated subsidiaries.

The term "preference security dividend" is the amount of pre-tax earnings required to pay the dividends on outstanding preference securities. The dividend requirement is computed as the amount of the dividend divided by (1 minus the effective income tax rate applicable to continuing operations).

The term "earnings" is the amount resulting from adding and subtracting the following items. We add the following: (i) pre-tax income from continuing operations before adjustment for income or loss from equity investees; (ii) fixed charges; (iii) amortization of capitalized interest; (iv) distributed income of equity investees; and (v) our share of pre-tax losses of equity investees for which charges arising from guarantees are included in fixed charges. From the total of the added items, we subtract the following: (i) interest capitalized; (ii) preference security dividend requirements of consolidated subsidiaries; and (iii) the noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charges. Equity investees are investments that we account for using the equity method of accounting.

Our ratio of earnings to fixed charges for the year ended December 31, 2006 was 1.21:1.00.

For the three months ended March 31, 2010 and the years ended December 31, 2009, 2008, 2007 and 2005, earnings were inadequate to cover fixed charges by approximately \$15.7 million, \$59.9 million, \$323.2 million, \$38.2 million and \$1.9 million, respectively.

RISK FACTORS

The terms of the exchange notes are identical in all material aspects to those of the original notes, except for the transfer restrictions and registration rights and related special interest provisions relating to the original notes that do not apply to the exchange notes. However, you should carefully consider the following risks before deciding whether or not to participate in the exchange offer. These risks are not the only ones we face. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations, financial condition and results of operations. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. The value of the exchange notes could decline due to any of these risks, and you may lose all or part of your investment. This prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in forward-looking statements as a result of certain factors, including the occurrence of one or more of the factors described in the following risk factors.

Risks Related to the Exchange Notes and the Exchange Offer

The lien on the collateral securing the exchange notes and the guarantees will be junior and subordinate to the lien on the collateral securing our senior credit facility.

The exchange notes and the guarantees will be secured by second priority liens granted by us and the existing guarantors and any future guarantor on our assets and the assets of the guarantors that secure obligations under our senior credit facility, subject to certain permitted liens, exceptions and encumbrances described in the indenture governing the exchange notes and the security documents relating to the exchange notes. As set out in more detail under "Description of Notes," the lenders under our senior credit facility will be entitled to receive all proceeds from the realization of the collateral under certain circumstances, including upon default in payment on, or the acceleration of, any obligations under our senior credit facility, or in the event of our, or any of our subsidiary guarantors', bankruptcy, insolvency, liquidation, dissolution, reorganization or similar proceeding, to repay such obligations in full before the holders of the exchange notes will be entitled to any recovery from such collateral. We cannot assure you that, in the event of a foreclosure, the proceeds from the sale of all of such collateral would be sufficient to satisfy the amounts outstanding under the exchange notes and other obligations secured by the second priority liens, if any, after payment in full of the obligations secured by the first priority liens on the collateral. If such proceeds were not sufficient to repay amounts outstanding under the exchange notes, then holders of the exchange notes (to the extent not repaid from the proceeds of sale of the collateral) would only have an unsecured claim against our remaining assets, which claim would rank equal in priority to the unsecured claims with respect to any unsatisfied portions of the obligations secured by the first priority liens and other unsecured senior indebtedness. In addition, the indenture governing the exchange notes will permit us and the guarantors to create additional liens under specified circumstances, including liens senior in priority to, or ranking on a pari passu basis with, the liens securing the exchange notes. Any obligations secured by such liens may further limit the recovery from the realization of the collateral available to satisfy holders of the exchange notes.

The collateral securing the exchange notes may be diluted under certain circumstances.

The collateral that will secure the exchange notes also secures obligations under our senior credit facility. This collateral may secure on a first priority basis additional indebtedness that we incur in the future, subject to restrictions on our ability to incur debt and liens governing the exchange notes and the senior credit facility. Your rights to the collateral would be diluted by any increase in the indebtedness secured on a parity basis by this collateral.

The rights of holders of the exchange notes to the collateral and their ability to enforce rights will be materially limited by the terms of the intercreditor agreement.

The lenders under our senior credit facility, as holders of first priority lien obligations, will control substantially all matters related to the collateral pursuant to the terms of the intercreditor agreement. The holders of the first priority lien obligations may cause the collateral agent thereunder (the "first lien agent") to dispose of, release, foreclose on, or take other actions with respect to, the collateral (including amendments of and waivers under the security documents) with which holders of the exchange notes may disagree or that may be contrary to the interests of holders of the exchange notes, even after a default under the exchange notes. To the extent collateral is released from securing the first priority lien obligations, the intercreditor agreement will provide that in certain circumstances, the second priority liens securing the exchange notes will also be released. In addition, the security documents related to the second priority lien generally provide that, so long as the first priority lien obligations are in effect, the holders of the first priority lien obligations may change, waive, modify or vary the security documents governing such first priority liens without the consent of the holders of the exchange notes (except under certain limited circumstances) and that the security documents governing the second priority liens will be automatically changed, waived and modified in the same manner. Further, the security documents

governing the second priority liens may not be amended in any manner adverse to the holders of the first-priority obligations without the consent of the first lien agent until the first priority lien obligations are paid in full. The security agreement governing the second priority liens will prohibit second priority lienholders from foreclosing on the collateral until payment in full of the first priority lien obligations. We cannot assure you that in the event of a foreclosure by the holders of the first priority lien obligations, the proceeds from the sale of collateral would be sufficient to satisfy all or any of the amounts outstanding under the exchange notes after payment in full of the obligations secured by first priority liens on the collateral. In addition, there can be no assurance that the first lien agent has taken all actions necessary to create properly perfected security interests in the collateral securing the exchange notes, which, as a result of the intercreditor agreement, may result in the loss of the priority of the security interest in favor of the holders of exchange notes to which they would have been entitled as a result of such non-perfection.

Notwithstanding the foregoing, the collateral agent may exercise rights and remedies with respect to the security interests after the passage of a period of 180 days from the date on which the collateral agent has notified the administrative agent under our senior credit facility that an event of default has occurred, the obligations under the exchange notes have been accelerated and a demand for payment has been made, but only to the extent that the first lien administrative agent is not diligently pursuing the exercise of its rights and remedies with respect to a material portion of its security interests.

The right of the collateral agent to foreclose upon and sell the collateral after an event of default has occurred may also be subject to limitations under the Communications Act and the regulations under the FCC.

Under the Communications Act and implementing rules and regulations of the FCC, the consent of the FCC must be obtained prior to any change in direct or indirect control of an entity holding licenses issued by the FCC. We and certain of our subsidiaries hold licenses issued by the FCC. The foreclosure of our capital stock or of the capital stock of our subsidiaries which directly or indirectly hold such licenses could result in a transfer of control of an entity holding FCC licenses. In the event of default, the collateral agent may be required to obtain the consent of the FCC prior to exercising foreclosure rights or selling the collateral securing the exchange notes and the guarantees. Furthermore, security interests in FCC licenses are limited to the extent such security interests are prohibited by law or regulation. This limitation could complicate the ability of the second lien collateral agent to foreclose upon and sell the collateral. We can give no assurance that such consent can be obtained by the second lien collateral agent.

Security over all of the collateral was not in place on the date of issuance of the original notes or was not perfected on such date and may not yet be in place or perfected, as the case may be, and any unresolved issues may impact the value of the collateral.

Certain security interests were not in place on the date of issuance of the original notes or were not perfected on such date and may not yet be in place or perfected, as the case may be. We are required to file or cause to be filed financing statements under the Uniform Commercial Code to perfect the security interests that can be perfected by such filings. We are required to use commercially reasonable efforts to have all security interests that are required to be perfected by the security documents to be in place no later than 150 days after the date of issuance of the original notes, except to the extent any such security interest cannot be perfected with commercially reasonable efforts. Any issues that we are not able to resolve in connection with the delivery and recordation of such security interests may negatively impact the value of the collateral.

Certain mortgages or title insurance securing the original notes and the exchange notes were not in place on the date of issuance of the original notes and may not yet be in place, and any unresolved issues in connection with the issuance of such mortgages and title policies may impact the value of the collateral.

Certain mortgages on the properties intended to secure the original notes and the exchange notes were not in place at the time of the issuance of the original notes and may not yet be in place. Title insurance may not be obtained for leasehold properties and title insurance policies may not yet be in place to insure, among other things, (i) that valid title or leasehold interest to such properties is held in the name of the entity represented by us to be the owner or tenant thereof and that such title or interest is not encumbered by unpermitted liens and (ii) the validity and second lien priority of the mortgage granted to the collateral agent for the benefit of the holders of the exchange notes.

We have agreed to grant mortgage liens in favor of the collateral agent for the benefit of the trustee and the holders of the exchange notes on all our interests, as tenants, in certain real property leases (a) upon which a broadcast tower is located, (b) upon which a studio or other facility related to the operation of a station is located or (c) that has an estimated fair market value (determined by us in good faith) in excess of \$500,000, in each case, to the extent that the landlord's consent is obtained with respect to any such lease where such consent is required to grant such mortgage lien or otherwise to the extent any landlord's consent is not necessary pursuant to the provisions of the applicable lease. To the extent the landlord of any lease shall fail or refuse to grant such consent after

we have used commercially reasonable efforts to obtain such consent, the leasehold interest pursuant thereto shall not constitute collateral securing the exchange notes.

With respect to our real properties mortgaged or to be mortgaged as security for the exchange notes, no surveys or legal opinions have been or will be delivered. There will, therefore, be no independent assurance that the mortgages securing the exchange notes are enforceable under applicable state law to encumber the correct real properties.

In connection with the issuance of the original notes and this exchange offer, we were not, and are not, required to provide surveys or legal opinions with respect to our real properties intended to constitute collateral. Therefore, we can provide no independent assurance that: (i) the real property encumbered by the mortgages includes all of the property intended to be included in the collateral; and (ii) such property is not subject to any encroachments, claims or other matters that would only be revealed by a survey. In addition, as legal opinions are not being delivered with respect to such properties in connection with this exchange offer, there can be no independent assurance that the mortgages create and constitute valid and enforceable liens on the property intended to be encumbered thereby under the laws of each jurisdiction in which such property is located.

It may be difficult to realize upon the value of the collateral securing the exchange notes.

The collateral securing the exchange notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by the trustee for the exchange notes and the second lien collateral agent and any other creditors that have the benefit of first liens on the collateral securing the exchange notes from time to time. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the collateral securing the exchange notes as well as the ability of the second lien collateral agent to realize upon or foreclose on such collateral.

No appraisals of any of the collateral have been prepared by us or on behalf of us in connection with this exchange offer. The value of the collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers. By their nature, some or all of the pledged assets may be illiquid and may have no readily ascertainable market value. We cannot assure you that the fair market value of the collateral as of the date of this prospectus exceeds the principal amount of the debt secured thereby. There also can be no assurance that the collateral will be saleable and, even if saleable, the timing of the liquidation thereof would be uncertain. To the extent that liens, rights or easements granted to third parties encumber assets located on property owned by us, such third parties have or may exercise rights and remedies with respect to the property subject to such liens that could adversely affect the value of the collateral and the ability of the collateral agent to realize or foreclose on the collateral. The value of the assets pledged as collateral for the exchange notes could be impaired in the future as a result of changing economic conditions, our failure to implement our business strategy, competition, unforeseen liabilities and other future events. Accordingly, there may not be sufficient collateral to pay all or any of the amounts due on the exchange notes. Any claim for the difference between the amount, if any, realized by holders of the exchange notes from the sale of the collateral securing the exchange notes and the obligations under the exchange notes will rank equally in right of payment with all of our other unsecured unsubordinated indebtedness and other obligations. Additionally, in the event that a bankruptcy case is commenced by or against us, if the value of the collateral is less than the amount of principal and accrued and unpaid interest on the exchange notes and all other senior secured obligations, interest may cease to accrue on the exchange notes from and after the date the bankruptcy petition is filed.

In the future, the obligation to grant additional security over assets, or a particular type or class of assets, whether as a result of the acquisition or creation of future assets or subsidiaries, the designation of a previously unrestricted subsidiary or otherwise, is subject to the provisions of the intercreditor agreement. The intercreditor agreement sets out a number of limitations on the rights of the holders of the exchange notes to require security in certain circumstances, which may result in, among other things, the amount recoverable under any security provided by any subsidiary being limited and/or security not being granted over a particular type or class of assets. Accordingly, this may affect the value of the security provided by us and our subsidiaries. Furthermore, upon enforcement against any collateral or in insolvency, under the terms of the intercreditor agreement the claims of the holders of the exchange notes to the proceeds of such enforcement will rank behind the claims of the holders of obligations under our senior credit facility, which are first priority obligations, and holders of additional secured indebtedness (to the extent permitted to have priority by the indenture).

The security interest of the second lien collateral agent will be subject to practical problems generally associated with the realization of security interests in collateral. For example, the second lien collateral agent may need to obtain consents of third parties to obtain or enforce security interests in contracts and other collateral, and make additional filings. We cannot assure you that the collateral agent will be able to obtain any such consents or make any such filings. We also cannot assure you that the consents of any third parties will be given when required, or at all, to facilitate a foreclosure on such assets. Accordingly, the second lien collateral

agent may not have the ability to foreclose upon those assets and, in such event, the holders will not be entitled to the collateral or any recovery with respect thereto.

These requirements may also limit the number of potential bidders for certain collateral in any foreclosure and may delay any sale, either of which events may have an adverse effect on the sale price of the collateral. Therefore, the practical value of realizing on the collateral, without the appropriate consents and filings, may be limited.

Bankruptcy laws may limit your ability to realize value from the collateral.

The right of the second lien collateral agent to repossess and dispose of the collateral upon the occurrence of an event of default under the indenture governing the exchange notes is likely to be significantly impaired (or at a minimum delayed) by applicable bankruptcy law if a bankruptcy case were to be commenced by or against us before the second lien collateral agent repossessed and disposed of the collateral. Upon the commencement of a case under the bankruptcy code, a secured creditor such as the second lien collateral agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval, which may not be given. Moreover, the bankruptcy code permits the debtor to continue to retain and use collateral even though the debtor is in default under the applicable debt instruments, *provided* that the secured creditor is given “adequate protection.” The meaning of the term “adequate protection” may vary according to circumstances, but it is intended in general to protect the value of the secured creditor’s interest in the collateral as of the commencement of the bankruptcy case and may include cash payments or the granting of additional or replacement security if and at such times as the bankruptcy court in its discretion determines that the value of the secured creditor’s interest in the collateral is declining during the pendency of the bankruptcy case. A bankruptcy court may determine that a secured creditor may not require compensation for a diminution in the value of its collateral if the value of the collateral exceeds the debt it secures.

In view of the lack of a precise definition of the term “adequate protection” and the broad discretionary power of a bankruptcy court, it is impossible to predict:

- how long payments under the exchange notes could be delayed following commencement of a bankruptcy case;
- whether or when the collateral agent could repossess or dispose of the collateral;
- the value of the collateral at the time of the bankruptcy petition; or
- whether or to what extent holders of the exchange notes would be compensated for any delay in payment or loss of value of the collateral through the requirement of “adequate protection.”

In addition, the intercreditor agreement provides that, in the event of a bankruptcy, the trustee and the second lien collateral agent may not object to a number of important matters following the filing of a bankruptcy petition so long as any first priority lien obligations are outstanding. After such a filing, the value of the collateral securing the exchange notes could materially deteriorate and the holders of the exchange notes would be unable to raise an objection. The right of the holders of obligations secured by first priority liens on the collateral to foreclose upon and sell the collateral upon the occurrence of an event of default also would be subject to limitations under applicable bankruptcy laws if we or any of our subsidiaries become subject to a bankruptcy proceeding.

Any disposition of the collateral during a bankruptcy case would also require permission from the bankruptcy court. Furthermore, in the event a bankruptcy court determines the value of the collateral is not sufficient to repay all amounts due on first priority lien debt and, thereafter, the exchange notes, the holders of the exchange notes would hold a secured claim only to the extent of the value of the collateral to which the holders of the exchange notes are entitled and unsecured claims with respect to such shortfall. The bankruptcy code only permits the payment and accrual of post-petition interest, costs and attorney’s fees to a secured creditor during a debtor’s bankruptcy case to the extent the value of its collateral is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of the obligations secured by the collateral.

In certain instances, the trustee may determine not to foreclose on certain collateral.

The trustee and the collateral agent may need to evaluate the impact of the potential liabilities before determining to foreclose on collateral consisting of real property, if any, because secured creditors that hold or enforce a security interest in real property may be held liable under environmental laws for the costs of remediating or preventing the release or threatened releases of hazardous

substances at such real property. Consequently, the collateral agent may decline to foreclose on such collateral or exercise remedies available in respect thereof if it does not receive indemnification to its satisfaction from the holders of the exchange notes.

A court could void our subsidiaries' guarantees of the exchange notes and the liens securing such guarantees under fraudulent transfer laws.

Although the guarantees provide holders of the exchange notes with a direct claim against the assets of the subsidiary guarantors and the guarantees will be secured by the collateral owned by the guarantors, under the federal bankruptcy laws and comparable provisions of state fraudulent transfer laws, a guarantee or lien could under certain circumstances be voided, or claims with respect to a guarantee or lien could be subordinated to all other debts of that guarantor. In addition, a bankruptcy court could potentially void (*i.e.*, cancel) any payments by that guarantor pursuant to its guarantee and require those payments and enforcement proceeds from the collateral to be returned to the guarantor or to a fund for the benefit of the other creditors of the guarantor. Each guarantee will contain a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the guarantees from being voided under fraudulent transfer law, or may eliminate a guarantor's obligations or reduce a guarantor's obligations to an amount that effectively makes the guarantee worthless. In a recent Florida bankruptcy case, this kind of provision was found to be ineffective to protect the guarantees.

The bankruptcy court might take these actions if it found, among other things, that when a subsidiary guarantor executed its guarantee or granted its lien (or, in some jurisdictions, when it became obligated to make payments under its guarantee):

- such subsidiary guarantor received less than reasonably equivalent value or fair consideration for the incurrence of its guarantee or granting of the lien; and
- such subsidiary guarantor:
 - was (or was rendered) insolvent by the incurrence of the guarantee;
 - was engaged or about to engage in a business or transaction for which its assets constituted unreasonably small capital to carry on its business;
 - intended to incur, or believed that it would incur, obligations beyond its ability to pay as those obligations matured; or
 - was a defendant in an action for money damages, or had a judgment for money damages docketed against it and, in either case, after final judgment, the judgment was unsatisfied.

A bankruptcy court would likely find that a subsidiary guarantor received less than fair consideration or reasonably equivalent value for its guarantee or lien to the extent that it did not receive a direct or indirect benefit from the issuance of the exchange notes. A bankruptcy court could also void a guarantee or lien if it found that the subsidiary issued its guarantee or granted its lien with actual intent to hinder, delay or defraud creditors.

Although courts in different jurisdictions measure solvency differently, in general, an entity would be deemed insolvent if the sum of its debts, including contingent and unliquidated debts, exceeds the fair value of its assets, or if the present fair salable value of its assets is less than the amount that would be required to pay the expected liability on its debts, including contingent and unliquidated debts, as they become due.

If a court voided a guarantee or lien, it could require that holders of exchange notes return any amounts previously paid under such guarantee or enforcement proceeds from the collateral. If any guarantee or lien were voided, holders of exchange notes would cease to have a direct claim against the applicable subsidiary guarantor, but would retain their rights against us and any other subsidiary guarantors, although there is no assurance that those entities' assets would be sufficient to pay the exchange notes in full.

In the event of a future bankruptcy of us or any of the guarantors, holders of the exchange notes may be deemed to have an unsecured claim to the extent that our obligations in respect of the exchange notes exceed the fair market value of the collateral securing the exchange notes.

In any future bankruptcy proceeding with respect to us or any of the guarantors, it is possible that the bankruptcy trustee, the debtor in possession or competing creditors will assert that the fair market value of the collateral with respect to the exchange notes on the date of the bankruptcy filing was less than the then-current principal amount of the exchange notes. Upon a finding by the bankruptcy court that the exchange notes are under-collateralized, the claims in the bankruptcy proceeding with respect to the exchange notes would be bifurcated between a secured claim in an amount equal to the value of the collateral and an unsecured claim with respect to the remainder of its claim which would not be entitled to the benefits of security in the collateral. Other consequences of a finding of under-collateralization would be, among other things, a lack of entitlement on the part of the exchange notes to receive post-petition interest or applicable fees, costs or charges and a lack of entitlement on the part of the unsecured portion of the exchange notes to receive "adequate protection" under federal bankruptcy laws. In addition, if any payments of post-petition interest had been made at any time prior to such a finding of under-collateralization, those payments would be recharacterized by the bankruptcy court as a reduction of the principal amount of the secured claim.

The Company has a significant amount of indebtedness and other obligations, including the exchange notes, that become due over a relatively short period of time.

We have a significant amount of indebtedness, including the exchange notes, and other obligations that will, or may, become due between December 31, 2014 and June 30, 2015. These obligations include any potential exercise of optional redemption rights held by the holders of our Series D perpetual preferred stock, which those holders may exercise at any time from and after June 30, 2015. Our ability to make required payments on our indebtedness, or other obligations, depends on our ability to generate cash in the future. If we cannot generate sufficient cash to repay our indebtedness, including the exchange notes, at maturity or if we are not able to satisfy our other financial obligations as they come due, or if we are unable to refinance all or a portion of such indebtedness, or obtain financing sufficient to enable us to meet such other obligations, at times, and on terms, which are acceptable to us, then we may have to take such actions as reducing or delaying capital investments, selling assets, restructuring or refinancing our debt or seeking additional capital through alternative sources. We may not be able to complete any of these actions on commercially reasonable terms, or at all. Our inability to repay or refinance our indebtedness and other obligations as they become due, or the violation of any covenants which may impair, restrict or limit our ability to do so, could have a material adverse effect on our financial condition and results of operations. Furthermore, in the event that we were unable to repay or refinance our indebtedness or other obligations, and a bankruptcy case were to be commenced under the bankruptcy code, we could be subject to claims, with respect to any payments made within 90 days prior to commencement of such a case, that we were insolvent at the time any such payments were made and that all or a portion of such payments, which could include repayments of amounts due under the exchange notes, might be deemed to constitute a preference, under the bankruptcy code, and that such payments should be voided by the bankruptcy court and recovered from the recipients for the benefit of the entire bankruptcy estate.

The collateral is subject to casualty risks.

We maintain insurance or otherwise insure against certain hazards. There are, however, losses that may not be insured. If there is a total or partial loss of any of the pledged collateral, we cannot assure you that any insurance proceeds received by us will be sufficient to satisfy all the secured obligations, including the exchange notes and the guarantees.

The exchange notes will be effectively subordinated to the claims of the creditors of our non-guarantor subsidiaries.

We conduct a substantial portion of our business through our subsidiaries, all of which initially will be guarantors of the exchange notes. However, the indenture governing the exchange notes in certain circumstances permits non-guarantor subsidiaries. Claims of creditors of any non-guarantor subsidiaries, including trade creditors, will generally have priority with respect to the assets and earnings of such subsidiaries over the claims of creditors of the Company, including holders of the exchange notes. The indenture governing the exchange notes permits the incurrence of certain additional indebtedness by our non-guarantor subsidiaries in the future. See "Description of Notes—Subsidiary Guarantees" and "Description of Notes—Certain Covenants—Limitation on Incurrence of Indebtedness."

We may be unable to purchase the exchange notes upon a change of control.

Upon the occurrence of a change of control, as defined in the indenture governing the exchange notes, we are required to offer to purchase the exchange notes in cash at a price equal to 101% of the principal amount of the exchange notes, plus accrued and unpaid interest, if any. A change of control constitutes an event of default under our senior credit facility that permits the lenders to accelerate the maturity of the borrowings thereunder and may trigger similar rights under our other indebtedness then outstanding. Our senior credit facility may prohibit us from repurchasing any exchange notes. The failure to repurchase the exchange notes would result in an

event of default under the exchange notes. In the event of a change of control, we may not have sufficient funds to purchase all of the exchange notes and to repay the amounts outstanding under our new senior credit facility or other indebtedness.

We cannot be sure that a market for the exchange notes, if any, will develop or continue.

We cannot assure you as to:

- the liquidity of any trading market for the exchange notes;
- your ability to sell your exchange notes; or
- the price at which you may be able to sell your exchange notes.

The exchange notes may trade at a discount from their initial price, depending upon prevailing interest rates, the market for similar securities and other factors, including general economic conditions, our financial condition, performance and prospects and prospects for companies in our industry generally. In addition, the liquidity of the trading market in the exchange notes and the market prices quoted for the exchange notes may be adversely affected by changes in the overall market for high-yield securities.

Certain of the initial purchasers of the original notes have advised us that they intend to make a market in the exchange notes as permitted by applicable law. They are not obligated, however, to make a market in the exchange notes and any such market-making may be discontinued at any time at the sole discretion of the initial purchasers of the original notes. As a result, you cannot be sure that an active trading market will develop for the exchange notes.

The capital stock securing the exchange notes will automatically be released from the collateral to the extent the pledge of such collateral would require the filing of separate financial statements for any of our subsidiaries with the SEC.

The indenture governing the exchange notes and the security documents provides that, to the extent that any rule would be, or is, adopted, amended or interpreted which would require the filing with the SEC (or any other governmental agency) of separate financial statements of any of our subsidiaries due to the fact that such subsidiary's capital stock or other securities secure the exchange notes, then such capital stock or other securities will automatically be deemed, for so long as such requirement would be in effect, not to be part of the collateral securing the exchange notes to the extent necessary not to be subject to such requirement. In such event, the security documents may be amended, without the consent of the holders of the exchange notes, to the extent necessary to evidence the absence of any liens on such capital stock or other securities. As a result, holders of the exchange notes could lose their security interest in such portion of the collateral if and for so long as any such rule is in effect. In addition, the absence of a lien on a portion of the capital stock of a subsidiary pursuant to this provision in certain circumstances could result in less than a majority of the capital stock of a subsidiary being pledged to secure the exchange notes, which could impair the ability of the collateral agent, acting on behalf of the holders of the exchange notes, to sell a controlling interest in such subsidiary or to otherwise realize value on its security interest in such subsidiary's stock or assets.

If you fail to exchange your original notes, they will continue to be restricted securities and may become less liquid.

Original notes that you do not tender or we do not accept will, following the exchange offer, continue to be restricted securities, and you may not offer to sell them except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue exchange notes in exchange for the original notes pursuant to the exchange offer only following the satisfaction of the procedures and conditions set forth in "The Exchange Offer — Procedures for Tendering Original Notes" and "The Exchange Offer — Conditions to the Exchange Offer." These procedures and conditions include timely receipt by the exchange agent of such original notes (or a confirmation of book-entry transfer) and of a properly completed and duly executed letter of transmittal (or an agent's message from The Depository Trust Company).

Because we anticipate that all or substantially all holders of original notes will elect to exchange their original notes in this exchange offer, we expect that the liquidity of the market for any original notes remaining after the completion of the exchange offer will be substantially limited. Any original notes tendered and exchanged in the exchange offer will reduce the aggregate principal amount of the original notes outstanding. Following the exchange offer, if you do not tender your original notes, you generally will not have any further registration rights, and your original notes will continue to be subject to certain transfer restrictions. Accordingly, the liquidity of the market for the original notes could be adversely affected.

Risks Related to Our Indebtedness

We have substantial debt and have the ability to incur additional debt. The principal and interest payment obligations of such debt may restrict our future operations and impair our ability to meet our obligations under the exchange notes.

After giving effect to the issuance of the original notes and the use of proceeds thereof, at March 31, 2010, we and the guarantors would have had approximately \$879.4 million aggregate principal amount of outstanding indebtedness (excluding intercompany indebtedness), substantially all of which would have constituted senior debt (including the original notes and the exchange notes), and of which approximately \$514.0 million would have effectively ranked senior to the original notes and the exchange notes, to the extent of the assets securing such debt. In addition, the terms of our senior credit facility and the indenture governing the exchange notes permit us to incur additional indebtedness, subject to our ability to meet certain borrowing conditions.

Our substantial debt may have important consequences to you. For instance, it could:

- make it more difficult for us to satisfy our financial obligations, including those relating to the exchange notes;
- require us to dedicate a substantial portion of any cash flow from operations to the payment of interest and principal due under our debt, which will reduce funds available for other business purposes, including capital expenditures and acquisitions;
- place us at a competitive disadvantage compared with some of our competitors that may have less debt and better access to capital resources; and
- limit our ability to obtain additional financing required to fund working capital and capital expenditures and for other general corporate purposes.

We have significant financial obligations outstanding. Our ability to service our debt and these other obligations depends on our ability to generate significant cash flow. This is partially subject to general economic, financial, competitive, legislative and regulatory, and other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, that future borrowings will be available to us under our senior credit facility, or that we will be able to complete any necessary financings, in amounts sufficient to enable us to fund our operations or pay our debts and other obligations, or to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, sell assets, reduce or delay capital investments, or seek to raise additional capital. Additional debt or equity financing may not be available in sufficient amounts, at times or on terms acceptable to us, or at all. If we are unable to implement one or more of these alternatives, we may not be able to service our debt or other obligations, which could result in us being in default thereon, in which circumstances our lenders could cease making loans to us and accelerate and declare due all outstanding obligations under our senior credit facility, which could have a material adverse effect on the value of our common stock. In addition, the current volatility in the capital markets may also impact our ability to obtain additional financing, or to refinance our existing debt, on terms or at times favorable to us.

The agreements governing our various debt obligations impose restrictions on our business and limit our ability to undertake certain corporate actions.

The agreements governing our various debt obligations, including the indenture governing the exchange notes and the agreements governing our senior credit facility, include covenants imposing significant restrictions on our business. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities as they arise. These covenants place restrictions on our ability to, among other things:

- incur additional debt;
- declare or pay dividends, redeem stock or make other distributions to stockholders;
- make investments or acquisitions;
- create liens or use assets as security in other transactions;
- issue guarantees;

[Table of Contents](#)

- merge or consolidate, or sell, transfer, lease or dispose of substantially all of our assets;
- amend our articles of incorporation or bylaws;
- engage in transactions with affiliates; and
- purchase, sell or transfer certain assets.

Our senior credit facility also requires us to comply with a number of financial ratios and covenants.

Our ability to comply with these agreements may be affected by events beyond our control, including prevailing economic, financial and industry conditions. These covenants could have an adverse effect on our business by limiting our ability to take advantage of financing, merger and acquisition or other corporate opportunities. The breach of any of these covenants or restrictions could result in a default under the indenture governing the exchange notes or our senior credit facility. An event of default under any of our debt agreements could permit some of our lenders, including the lenders under our senior credit facility, to declare all amounts borrowed from them to be immediately due and payable, together with accrued and unpaid interest, which could, in turn, trigger defaults under other debt obligations and the commitments of the lenders to make further extensions of credit under our senior credit facility could be terminated. If we were unable to repay debt to our lenders, or are otherwise in default under any provision governing our outstanding secured debt obligations, our secured lenders could proceed against us and the subsidiary guarantors and against the collateral securing that debt. In addition, acceleration of our other indebtedness may cause us to be unable to make interest payments on the exchange notes and repay the principal amount of or repurchase the exchange notes or may cause the subsidiary guarantors to be unable to make payments under the guarantees.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our annual debt service obligations to increase significantly.

Borrowings under our senior credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on our variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease.

Risks Related to Our Business

We depend on advertising revenues, which are seasonal, and also may fluctuate as a result of a number of factors.

Our main source of revenue is sales of advertising time and space. Our ability to sell advertising time and space depends on:

- economic conditions in the areas where our stations are located and in the nation as a whole;
- the popularity of our programming;
- changes in the population demographics in the areas where our stations are located;
- local and national advertising price fluctuations, which can be affected by the availability of programming, the popularity of programming, and the relative supply of and demand for commercial advertising;
- our competitors' activities, including increased competition from other forms of advertising-based mediums, particularly network, cable television, direct satellite television and internet;
- the duration and extent of any network preemption of regularly scheduled programming for any reason, including as a result of the outbreak or continuance of military hostilities or terrorist attacks, and decisions by advertisers to withdraw or delay planned advertising expenditures for any reason, including as a result of military action or terrorist attacks; and
- other factors that may be beyond our control. For example, a labor dispute or other disruption at a major national advertiser, programming provider or network, or a recession nationally and/or in a particular market, might make it more difficult to sell advertising time and space and could reduce our revenue.

Our results are also subject to seasonal fluctuations. Seasonal fluctuations typically result in higher broadcast operating income in the second and fourth quarters than first and third quarters of each year. This seasonality is primarily attributable to (i) advertisers' increased expenditures in the spring and in anticipation of holiday season spending and (ii) an increase in viewership during this period. Furthermore, revenues from political advertising are significantly higher in even-numbered years, particularly during presidential election years.

Our dependence upon a limited number of advertising categories could adversely affect our business.

We derive a material portion of our advertising revenue from the automotive and restaurant industries. In 2009, we earned approximately 17% and 12% of our total revenue from the automotive and restaurant categories, respectively. In 2008, we earned approximately 19% and 10% of our total revenue from the automotive and restaurant categories, respectively. Our business and operating results could be materially adversely affected if automotive- or restaurant-related advertising revenues decrease. Our business and operating results could also be materially adversely affected if revenue decreased from one or more other significant advertising categories, such as the communications, entertainment, financial services, professional services or retail industries.

We are highly dependent upon our network affiliations, and may lose a large amount of television programming if a network (i) terminates its affiliation with us, (ii) significantly changes the economic terms and conditions of any future affiliation agreements with us or (iii) significantly changes the type, quality or quantity of programming provided to us under an affiliation agreement.

Our business depends in large part on the success of our network affiliations. Each of our stations is affiliated with a major network pursuant to an affiliation agreement. Each affiliation agreement provides the affiliated station with the right to broadcast all programs transmitted by the affiliated network. Our primary network affiliation agreements expire at various dates through January 1, 2016. See "Business—Our Stations and Their Markets" included elsewhere in this prospectus.

If we can not enter into affiliation agreements to replace our expiring agreements, we may no longer be able to carry the affiliated network's programming. This loss of programming would require us to obtain replacement programming. Such replacement programming may involve higher costs and may not be as attractive to our target audiences, thereby reducing our ability to generate advertising revenue. Furthermore, our concentration of CBS and/or NBC affiliates makes us particularly sensitive to adverse changes in our business relationship with, and the general success of, CBS and/or NBC.

In addition, if we are unable to renew or replace our existing affiliation agreements, we may be unable to satisfy certain obligations under our existing or any future retransmission consent agreements with cable, satellite and telecommunications providers ("MVPDs"). Furthermore, if in the future a network limited or removed our ability to retransmit network programming to MVPDs, we may be unable to satisfy certain obligations under our existing or any future retransmission consent agreements. In either case, such an event could have a material adverse effect on our business and results of operations.

We must purchase television programming in advance but cannot predict whether a particular show will be popular enough to cover its cost.

One of our most significant costs is television programming. If a particular program is not sufficiently popular among audiences in relation to its costs, we may not be able to sell enough advertising time to cover the costs of the program. Since we purchase programming content from others, we have little control over programming costs. We usually must purchase programming several years in advance, and may have to commit to purchase more than one year's worth of programming. We may also replace programs that are performing poorly before we have recaptured any significant portion of the costs we incurred or fully expensed the costs for financial reporting purposes. Any of these factors could reduce our revenues, result in the incurrence of impairment charges or otherwise cause our costs to escalate relative to revenues. For instance, during the year ended December 31, 2009, we recorded a television program impairment expense of \$0.2 million.

We operate in a highly competitive environment. Competition occurs on multiple levels (for audiences, programming and advertisers) and is based on a variety of factors. If we are not able to successfully compete in all relevant aspects, our revenues will be materially adversely affected.

As described elsewhere herein, television stations compete for audiences, certain programming (including news) and advertisers. Signal coverage and assigned frequency also materially affect a television station's competitive position. With respect to audiences,

stations compete primarily based on broadcast program popularity. Because we purchase or otherwise acquire, rather than produce, programs, we cannot provide any assurances as to the acceptability by audiences of any of the programs we broadcast. Further, because we compete with other broadcast stations for certain programming, we cannot provide any assurances that we will be able to obtain any desired programming at costs that we believe are reasonable. Cable-originated programming and increased access to cable and satellite TV has become a significant competitor for broadcast television programming viewers. Cable networks' advertising share has increased due to the growth in cable/satellite penetration (the percentage of television households that are connected to a cable or satellite system), which reduces viewers. Further increases in the advertising share of cable or satellite networks could materially adversely affect the advertising revenue of our television stations.

In addition, technological innovation and the resulting proliferation of programming alternatives, such as home entertainment systems, "wireless cable" services, satellite master antenna television systems, LPTV stations, television translator stations, DBS, video distribution services, pay-per-view and the internet, have further fractionalized television viewing audiences and resulted in additional challenges to revenue generation.

Our inability or failure to broadcast popular programs, or otherwise maintain viewership for any reason, including as a result of significant increases in programming alternatives, could result in a lack of advertisers, or a reduction in the amount advertisers are willing to pay us to advertise, which could have a material adverse effect on our business, financial condition and results of operations.

The required phased-in introduction of digital television will continue to require us to incur significant capital and operating costs and may expose us to increased competition.

The 2009 requirement to convert from analog to digital television services in the United States may require us to incur significant capital expenditures in replacing our stations' equipment to produce local programming, including news, in digital format. We cannot be certain that increased revenues will offset these additional capital expenditures.

In addition, we also may incur additional costs to obtain programming for the additional channels made available by digital technology. Increased revenues from the additional channels may not offset the conversion costs and additional programming expenses. Multiple channels programmed by other stations may further increase competition in our markets.

Any potential hostilities or terrorist attacks, or similar events leading to broadcast interruptions, may affect our revenues and results of operations.

If the United States engages in additional foreign hostilities, experiences a terrorist attack or experiences any similar event resulting in interruptions to regularly scheduled broadcasting, we may lose advertising revenue and incur increased broadcasting expenses. Lost revenue and increased expenses may be due to pre-emption, delay or cancellation of advertising campaigns, and increased costs of covering such events. We cannot predict the (i) extent or duration of any future disruption to our programming schedule, (ii) amount of advertising revenue that would be lost or delayed or (iii) amount by which our broadcasting expenses would increase as a result. Any such loss of revenue and increased expenses could negatively affect our future results of operations.

We have, in the past, incurred impairment charges on our goodwill and/or broadcast licenses, and any such future charges may have a material effect on the value of our total assets.

For the year ended December 31, 2008, we recorded a non-cash impairment charge to our broadcast licenses of \$240.1 million and a non-cash impairment charge to our goodwill of \$98.6 million. As of March 31, 2010, the book value of our broadcast licenses was \$819.0 million and the book value of our goodwill was \$170.5 million, in comparison to total assets of \$1.2 billion. Not less than annually, and more frequently if necessary, we are required to evaluate our goodwill and broadcast licenses to determine if the estimated fair value of these intangible assets is less than book value. If the estimated fair value of these intangible assets is less than book value, we will be required to record a non-cash expense to write-down the book value of the intangible asset to the estimated fair value. We cannot make any assurances that any required impairment charges will not have a material effect on our total assets.

Our operating and financial flexibility is limited by the terms of our Series D perpetual preferred stock.

In addition to the limitations imposed by our various debt obligations as described under "The agreements governing our various debt obligations impose restrictions on our business and limit our ability to undertake certain corporate actions" above, our Series D perpetual preferred stock prevents us from taking certain actions and requires us to comply with certain requirements. Among other things, this includes limitations on:

[Table of Contents](#)

- additional indebtedness;
- liens;
- amendments to our by-laws and articles of incorporation;
- our ability to issue equity securities having liquidation preferences senior or equivalent to the liquidation preferences of the Series D perpetual preferred stock;
- mergers and the sale of assets;
- guarantees;
- investments and acquisitions;
- payment of dividends and the redemption of our capital stock; and
- related-party transactions.

These restrictions may prevent us from taking action that could increase the value of our business, or may require actions that decrease the value of our business.

Risks Related to Regulatory Matters

Federal broadcasting industry regulation limits our operating flexibility.

The FCC regulates all television broadcasters, including us. We must obtain FCC approval whenever we (i) apply for a new license, (ii) seek to renew or assign a license, (iii) purchase a new station or (iv) transfer the control of one of our subsidiaries that holds a license. Our FCC licenses are critical to our operations, and we cannot operate without them. We cannot be certain that the FCC will renew these licenses in the future or approve new acquisitions. Our failure to renew any licenses upon the expiration of any license term could have a material adverse effect on our business.

Federal legislation and FCC rules have changed significantly in recent years and may continue to change. These changes may limit our ability to conduct our business in ways that we believe would be advantageous and may affect our operating results.

The FCC's duopoly restrictions limit our ability to own and operate multiple television stations in the same market and our ability to own and operate a television station and newspaper in the same market.

The FCC's ownership rules generally prohibit us from owning or having "attributable interests" in television stations located in the same markets in which our stations are licensed. Accordingly, those rules constrain our ability to expand in our present markets through additional station acquisitions. Current FCC cross-ownership rules prevent us from owning and operating a television station and newspaper in the same market.

The FCC's National Television Station Ownership Rule limits the maximum number of households we can reach.

A single television station owner can reach no more than 39 percent of U.S. households through commonly owned television stations. Accordingly, these rules constrain our ability to expand through additional station acquisitions.

Federal legislation and FCC rules have changed significantly in recent years and may continue to change. These changes may limit our ability to conduct our business in ways that we believe would be advantageous and may affect our operating results.

The FCC's National Broadband Plan could result in the reallocation of broadcast spectrum for wireless broadband use, which could materially impair our ability to provide competitive services.

On March 16, 2010, the FCC delivered to Congress a “National Broadband Plan.” The National Broadband Plan, inter alia, makes recommendations regarding the use of spectrum currently allocated to television broadcasters, including seeking the voluntary surrender of certain portions of the television broadcast spectrum and repacking the currently allocated spectrum to make portions of that spectrum available for other wireless communications services. If some or all of our television stations are required to change frequencies or reduce the amount of spectrum they use, our stations could incur substantial conversion costs, reduction or loss of over-the-air signal coverage or an inability to provide high definition programming and additional program streams, including mobile video services. Prior to implementation of the proposals contained in the National Broadband Plan, further action by the FCC or Congress or both is necessary. We cannot predict the likelihood, timing or outcome of any Congressional or FCC regulatory action in this regard nor the impact of any such changes upon our business.

Our ability to successfully negotiate future retransmission consent agreements may be hindered by the interests of networks with whom we are affiliated and by potential legislative or regulatory changes to the framework under which these agreements are negotiated.

Our affiliation agreements with some broadcast networks include certain terms that may affect our future ability to permit MVPDs to retransmit network programming, and in some cases, we may be unable to satisfy certain obligations under our existing or any future retransmission consent agreements with MVPDs. In addition, we may not be able to successfully negotiate future retransmission consent agreements with the MVPDs in our local markets if the broadcast networks withhold their consent to the retransmission of those positions of our stations’ signals containing network programming, or the networks may require us to pay compensation in exchange for permitting redistribution of network programming by MVPDs. If we are required to make payments to networks in connection with signal retransmission, those payments may adversely affect our operating results. If we are unable to satisfy certain obligations under our existing or future retransmission consent agreements with MVPDs, there could be a material adverse effect on our results of operations.

The FCC is currently examining proposals that, if adopted as currently proposed, would change the current rules for conducting negotiations with cable and satellite companies, including requiring mandatory arbitration in some instances. If Congress or the FCC were to require mandatory arbitration and maintenance of signal carriage during any such negotiation and until any arbitration is completed, our ability to generate revenue for these services could be materially adversely affected.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

In connection with the offer and sale of the original notes, we and the guarantors entered into a registration rights agreement with the initial purchasers of the original notes. We are making the exchange offer to satisfy our obligations under the registration rights agreement.

Terms of the Exchange

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, exchange notes for an equal principal amount of original notes. The terms of the exchange notes are identical in all material respects to those of the original notes, except for transfer restrictions, registration rights and special interest provisions relating to the original notes that will not apply to the exchange notes. The exchange notes will be entitled to the benefits of the indenture under which the original notes were issued. See "Description of Notes."

The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered or accepted for exchange. As of the date of this prospectus, \$365.0 million aggregate principal amount of the original notes was outstanding. Original notes tendered in the exchange offer must be in denominations of \$1,000 and integral multiples thereof.

Based on certain interpretive letters issued by the staff of the SEC to third parties in unrelated transactions, holders of original notes, except any holder who is an "affiliate" of ours within the meaning of Rule 405 under the Securities Act, who exchange their original notes for exchange notes pursuant to the exchange offer generally may offer the exchange notes for resale, resell the exchange notes and otherwise transfer the exchange notes without compliance with the registration and prospectus delivery provisions of the Securities Act, *provided* that the exchange notes are acquired in the ordinary course of the holders' business and such holders are not participating in, and have no arrangement or understanding with any person to participate in, a distribution of the exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where the original notes were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes as described in "Plan of Distribution." In addition, to comply with the securities laws of individual jurisdictions, if applicable, the exchange notes may not be offered or sold unless they have been registered or qualified for sale in the jurisdiction or an exemption from registration or qualification is available and complied with. We have agreed, pursuant to the registration rights agreement, to file with the SEC a registration statement (of which this prospectus forms a part) with respect to the exchange notes. If you do not exchange such original notes for exchange notes pursuant to the exchange offer, your original notes will continue to be subject to restrictions on transfer.

If any holder of the original notes is an affiliate of ours, is engaged in or intends to engage in or has any arrangement or understanding with any person to participate in the distribution of the exchange notes to be acquired in the exchange offer, the holder would not be able to rely on the applicable interpretations of the SEC and would be required to comply with the registration requirements of the Securities Act, except for resales made pursuant to an exemption from, or in a transaction not subject to, the registration requirement of the Securities Act and applicable state securities laws.

Expiration Date; Extensions; Termination; Amendments

The exchange offer expires on the expiration date, which is 9:00 a.m., New York City time, on _____, 2010 unless we, in our sole discretion, extend the period during which the exchange offer is open.

We reserve the right to extend the exchange offer at any time and from time to time prior to the expiration date by giving written notice to U.S. Bank National Association, the exchange agent, and by public announcement communicated by no later than 9:00 a.m. on the next business day following the previously scheduled expiration date, unless otherwise required by applicable law or regulation, by making a release to PR Newswire or other wire service. During any extension of the exchange offer, all original notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us.

The exchange date will be as soon as practicable following the expiration date. We expressly reserve the right to:

[Table of Contents](#)

- terminate the exchange offer and not accept for exchange any original notes for any reason, including if any of the events set forth below under “— Conditions to the Exchange Offer” shall have occurred and shall not have been waived by us; and
- amend the terms of the exchange offer in any manner, whether before or after any tender of the original notes.

If any termination or material amendment occurs, we will notify the exchange agent in writing and will either issue a press release or give written notice to the holders of the original notes as promptly as practicable.

Unless we terminate the exchange offer prior to the expiration date, we will exchange the exchange notes for the tendered original notes promptly after the expiration date, and will issue to the exchange agent exchange notes for original notes validly tendered, not withdrawn and accepted for exchange. Any original notes not accepted for exchange for any reason will be returned without expense to the tendering holder promptly after expiration or termination of the exchange offer. See “— Acceptance of Original Notes for Exchange; Delivery of Exchange Notes.”

This prospectus and the accompanying letter of transmittal and other relevant materials will be mailed by us to record holders of original notes and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the lists of holders for subsequent transmittal to beneficial owners of original notes.

Procedures for Tendering Original Notes

The tender of original notes by you pursuant to any one of the procedures set forth below will constitute an agreement between you and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal.

General Procedures. You may tender the original notes by:

- properly completing and signing the accompanying letter of transmittal or a facsimile and delivering the letter of transmittal together with a timely confirmation of a book-entry transfer of the original notes being tendered, if the procedure is available, into the exchange agent’s account at The Depository Trust Company, or DTC, for that purpose pursuant to the procedure for book-entry transfer described below, or
- complying with the guaranteed delivery procedures described below.

A holder may also tender its original notes by means of DTC’s Automated Tender Offer Program (“ATOP”), subject to the terms and procedures of that system. If delivery is made through ATOP, the holder must transmit an agent’s message to the exchange agent’s account at DTC. The term “agent’s message” means a message, transmitted to DTC and received by the exchange agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the holder agrees to be bound by the letter of transmittal and that we may enforce the letter of transmittal against the holder.

If tendered original notes are registered in the name of the signer of the accompanying letter of transmittal and the exchange notes to be issued in exchange for those original notes are to be issued, or if a new note representing any untendered original notes is to be issued, in the name of the registered holder, the signature of the signer need not be guaranteed. In any other case, the tendered original notes must be endorsed or accompanied by written instruments of transfer in form satisfactory to us and duly executed by the registered holder and the signature on the endorsement or instrument of transfer must be guaranteed by a commercial bank or trust company located or having an office or correspondent in the United States or by a member firm of a national securities exchange or of the National Association of Securities Dealers, Inc. or by a member of a signature medallion program such as “STAMP.” If the exchange notes and/or original notes not exchanged are to be delivered to an address other than that of the registered holder appearing on the note register for the original notes, the signature on the letter of transmittal must be guaranteed by an eligible institution.

Any beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender original notes should contact the registered holder promptly and instruct the registered holder to tender original notes on the beneficial owner’s behalf. If the beneficial owner wishes to tender the original notes itself, the beneficial owner must, prior to completing and executing the accompanying letter of transmittal and delivering the original notes, either make appropriate arrangements to register ownership of the original notes in the beneficial owner’s name or follow the procedures described in the immediately preceding paragraph. The transfer of record ownership may take considerable time.

[Table of Contents](#)

A tender will be deemed to have been received as of the date when:

- the tendering holder's properly completed and duly signed letter of transmittal accompanied by a book-entry confirmation is received by the exchange agent; or
- notice of guaranteed delivery or letter or facsimile transmission to similar effect from an eligible institution is received by the exchange agent.

Issuances of exchange notes in exchange for original notes tendered pursuant to a notice of guaranteed delivery or letter or facsimile transmission to similar effect by an eligible institution will be made only against deposit of the letter of transmittal and book-entry confirmation and any other required documents.

All questions as to the validity, form, eligibility, including time of receipt, and acceptance for exchange of any tender of original notes will be determined by us and will be final and binding. We reserve the absolute right to reject any or all tenders not in proper form or the acceptances for exchange of which may, upon advice of our counsel, be unlawful. We also reserve the absolute right to waive any of the conditions to the exchange offer or any defects or irregularities in tenders of any particular holder, whether or not similar defects or irregularities are waived in the case of other holders. Neither we, the exchange agent nor any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the exchange offer, including the letter of transmittal and its instructions, will be final and binding.

The method of delivery of all documents is at the election and risk of the tendering holders, and delivery will be deemed made only when actually received and confirmed by the exchange agent. If the delivery is by mail, it is recommended that registered mail properly insured with return receipt requested be used and that the mailing be made sufficiently in advance of the expiration date to permit delivery to the exchange agent prior to 9:00 a.m., New York City time, on the expiration date. As an alternative to delivery by mail, holders may wish to consider overnight or hand delivery service. In all cases, sufficient time should be allowed to ensure delivery to the exchange agent prior to 9:00 a.m., New York City time, on the expiration date. No letter of transmittal or other document should be sent to us. Beneficial owners may request their respective brokers, dealers, commercial banks, trust companies or nominees to effect the above transactions for them.

Book-Entry Transfer. The exchange agent will make a request to establish an account with respect to the original notes at DTC for purposes of the exchange offer within two business days after this prospectus is mailed to holders, and any financial institution that is a participant in DTC may make book-entry delivery of original notes by causing DTC to transfer the original notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer.

Guaranteed Delivery Procedures. If the procedure for book-entry transfer cannot be completed on a timely basis, a tender may be effected if the exchange agent has received at its office a letter or facsimile transmission from an eligible institution setting forth the name and address of the tendering holder, the names in which the original notes are registered, the principal amount of the original notes being tendered and stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange trading days after the expiration date a book-entry confirmation together with a properly completed and duly executed letter of transmittal and any other required documents, will be delivered by the eligible institution to the exchange agent in accordance with the procedures outlined above. Unless original notes being tendered by the above-described method are deposited with the exchange agent, including through a book-entry confirmation, within the time period set forth above and accompanied or preceded by a properly completed letter of transmittal and any other required documents, we may, at our option, reject the tender. Additional copies of a notice of guaranteed delivery which may be used by eligible institutions for the purposes described in this paragraph are available from the exchange agent.

Terms and Conditions Contained in the Letter of Transmittal

The accompanying letter of transmittal contains, among other things, the following terms and conditions, which are part of the exchange offer.

The transferring party tendering original notes for exchange will be deemed to have exchanged, assigned and transferred the original notes to us and irrevocably constituted and appointed the exchange agent as the transferor's agent and attorney-in-fact to cause the original notes to be assigned, transferred and exchanged. The transferor will be required to represent and warrant that it has full power and authority to tender, exchange, assign and transfer the original notes and to acquire exchange notes issuable upon the exchange of the tendered original notes and that, when the same are accepted for exchange, we will acquire good and unencumbered title to the tendered original notes, free and clear of all liens, restrictions, other than restrictions on transfer, charges and encumbrances

[Table of Contents](#)

and that the tendered original notes are not and will not be subject to any adverse claim. The transferor will be required to also agree that it will, upon request, execute and deliver any additional documents deemed by the exchange agent or us to be necessary or desirable to complete the exchange, assignment and transfer of tendered original notes. The transferor will be required to agree that acceptance of any tendered original notes by us and the issuance of exchange notes in exchange for tendered original notes will constitute performance in full by us of our obligations under the registration rights agreement and that we will have no further obligations or liabilities under the registration rights agreement, except in certain limited circumstances. All authority conferred by the transferor will survive the death, bankruptcy or incapacity of the transferor and every obligation of the transferor will be binding upon the heirs, legal representatives, successors, assigns, executors, administrators and trustees in bankruptcy of the transferor.

By tendering original notes and executing the accompanying letter of transmittal, the transferor certifies that:

- it is not an affiliate of ours or our subsidiaries or, if the transferor is an affiliate of ours or our subsidiaries, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- the exchange notes are being acquired in the ordinary course of business of the person receiving the exchange notes, whether or not the person is the registered holder;
- the transferor has not entered into an arrangement or understanding with any other person to participate in the distribution, within the meaning of the Securities Act, of the exchange notes;
- the transferor is not a broker-dealer who purchased the original notes for resale pursuant to an exemption under the Securities Act; and
- the transferor will be able to trade the exchange notes acquired in the exchange offer without restriction under the Securities Act.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Withdrawal Rights

Original notes tendered pursuant to the exchange offer may be withdrawn at any time prior to the expiration date.

For a withdrawal to be effective, a written letter or facsimile transmission notice of withdrawal must be received by the exchange agent at its address set forth in the accompanying letter of transmittal not later than the expiration date. Any notice of withdrawal must specify the person named in the letter of transmittal as having tendered original notes to be withdrawn, the principal amount of original notes to be withdrawn, that the holder is withdrawing its election to have such original notes exchanged and the name of the registered holder of the original notes, and must be signed by the holder in the same manner as the original signature on the letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the ownership of the original notes being withdrawn. Properly withdrawn original notes may be retendered by following one of the procedures described under "— Procedures for Tendering Original Notes" above at any time on or prior to the expiration date. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the procedures of DTC. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by us, and will be final and binding on all parties.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes

Upon the terms and subject to the conditions of the exchange offer, the acceptance for exchange of original notes validly tendered and not withdrawn and the issuance of the exchange notes will be made on the exchange date. For purposes of the exchange offer, we will be deemed to have accepted for exchange validly tendered original notes when and if we have given written notice to the exchange agent.

The exchange agent will act as agent for the tendering holders of original notes for the purposes of receiving exchange notes from us and causing the original notes to be assigned, transferred and exchanged. Original notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the procedures described above will be credited to an account maintained by the holder with DTC for the original notes, promptly after withdrawal, rejection of tender or termination of the exchange offer.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to issue exchange notes in exchange for any properly tendered original notes not previously accepted and may terminate the exchange offer, by oral or written notice to the exchange agent and by timely public announcement communicated, unless otherwise required by applicable law or regulation, to PR Newswire or other wire service, or, at our option, modify or otherwise amend the exchange offer, if, in our reasonable determination:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree shall have been issued by, any court or governmental agency or other governmental regulatory or administrative agency or of the SEC;
- seeking to restrain or prohibit the making or consummation of the exchange offer,
- assessing or seeking any damages as a result thereof, or
- resulting in a material delay in our ability to accept for exchange or exchange some or all of the original notes pursuant to the exchange offer; or
- the exchange offer violates any applicable law or any applicable interpretation of the staff of the SEC.

These conditions are for our sole benefit and may be asserted by us with respect to all or any portion of the exchange offer regardless of the circumstances, including any action or inaction by us, giving rise to the condition or may be waived by us in whole or in part at any time or from time to time in our sole discretion. The failure by us at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each right will be deemed an ongoing right that may be asserted at any time or from time to time. We reserve the right, notwithstanding the satisfaction of these conditions, to terminate or amend the exchange offer.

Any determination by us concerning the fulfillment or non-fulfillment of any conditions will be final and binding upon all parties.

In addition, we will not accept for exchange any original notes tendered, and no exchange notes will be issued in exchange for any original notes, if at such time, any stop order has been issued or is threatened with respect to the registration statement of which this prospectus is a part, or with respect to the qualification of the indenture under which the original notes were issued under the Trust Indenture Act, as amended.

Exchange Agent

U.S. Bank National Association has been appointed as the exchange agent for the exchange offer. Questions relating to the procedure for tendering, as well as requests for additional copies of this prospectus, the accompanying letter of transmittal or a notice of guaranteed delivery, should be directed to the exchange agent addressed as follows:

By Registered or Certified Mail, Overnight
Courier or Hand Delivery:

Facsimile Transmission Number:

Confirm by Telephone or for Information:

U.S. Bank National Association
West Side Flats Operations Center
Attn: Specialized Finance
60 Livingston Avenue
Mail Station—EP-MN-WS2N
St. Paul MN 55107-2292

(651) 495-8158
Attention: Specialized Finance

(800) 934-6802

Delivery of the accompanying letter of transmittal to an address other than as set forth above, or transmission of instructions via facsimile other than as set forth above, will not constitute a valid delivery.

The exchange agent also acts as trustee under the indenture under which the original notes were issued and the exchange notes will be issued.

Solicitation of Tenders; Expenses

We have not retained any dealer-manager or similar agent in connection with the exchange offer and we will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse it for actual and reasonable out-of-pocket expenses. The expenses to be incurred in connection with the exchange offer, including the fees and expenses of the exchange agent and printing, accounting and legal fees, will be paid by us.

No person has been authorized to give any information or to make any representations in connection with the exchange offer other than those contained in this prospectus. If given or made, the information or representations should not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any exchange made in the exchange offer will, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or any earlier date as of which information is given in this prospectus.

The exchange offer is not being made to, nor will tenders be accepted from or on behalf of, holders of original notes in any jurisdiction in which the making of the exchange offer or the acceptance would not be in compliance with the laws of the jurisdiction. However, we may, at our discretion, take any action as we may deem necessary to make the exchange offer in any jurisdiction. In any jurisdiction where its securities laws or blue sky laws require the exchange offer to be made by a licensed broker or dealer, the exchange offer is being made on our behalf by one or more registered brokers or dealers licensed under the laws of the jurisdiction.

Appraisal Rights

You will not have dissenters' rights or appraisal rights in connection with the exchange offer.

Accounting Treatment

The exchange notes will be recorded at the carrying value of the original notes as reflected on our accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized by us upon the exchange of exchange notes for original notes. Expenses incurred in connection with the issuance of the exchange notes will be amortized over the term of the exchange notes.

Transfer Taxes

If you tender your original notes, you will not be obligated to pay any transfer taxes in connection with the exchange offer unless you instruct us to register exchange notes in the name of, or request original notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered holder, in which case you will be responsible for the payment of any applicable transfer tax.

Income Tax Considerations

We advise you to consult your own tax advisers as to your particular circumstances and the effects of any state, local or foreign tax laws to which you may be subject.

The discussion herein is based upon the provisions of the Internal Revenue Code of 1986, as amended, and regulations, rulings and judicial decisions thereunder, in each case as in effect on the date of this prospectus, all of which are subject to change.

The exchange of an original note for an exchange note will not constitute a taxable exchange. The exchange will not result in taxable income, gain or loss being recognized by you or by us. Immediately after the exchange, you will have the same adjusted basis and holding period in each exchange note received as you had immediately prior to the exchange in the corresponding original note surrendered. See "Certain U.S. Federal Income Tax Considerations" for more information.

Consequences of Failure to Exchange

As a consequence of the offer or sale of the original notes pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, holders of original notes who do not exchange original notes for exchange notes in the exchange offer will continue to be subject to the restrictions on transfer of the original notes. In general, the original notes may not be offered or sold unless such offers and sales are registered under the Securities Act, or exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities laws.

Upon completion of the exchange offer, due to the restrictions on transfer of the original notes and the absence of similar restrictions applicable to the exchange notes, it is highly likely that the market, if any, for original notes will be relatively less liquid than the market for exchange notes. Consequently, holders of original notes who do not participate in the exchange offer could experience significant diminution in the value of their original notes compared to the value of the exchange notes.

RATIO OF EARNINGS TO FIXED CHARGES

Consolidated ratio of earnings to fixed charges(1)(2)	<u>Three Months Ended March 31,</u>	<u>Year Ended December 31,</u>				
	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
	—	—	—	—	1.21	—

(1) For purposes of this ratio:

The term “fixed charges” means the sum of: (i) interest expensed and capitalized, (ii) amortized premiums, discounts and capitalized expenses related to indebtedness, (iii) an estimate of the interest within rental expense, and (iv) preference security dividend requirements.

The term “preference security dividend” is the amount of pre-tax earnings required to pay the dividends on outstanding preference securities. The dividend requirement is computed as the amount of the dividend divided by (1 minus the effective income tax rate applicable to continuing operations).

The term “earnings” is the amount resulting from adding and subtracting the following items. We add the following: (i) pre-tax income from continuing operations before adjustment for income or loss from equity investees; (ii) fixed charges; (iii) amortization of capitalized interest; (iv) distributed income of equity investees; and (v) our share of pre-tax losses of equity investees for which charges arising from guarantees are included in fixed charges. From the total of the added items, we subtract the following: (i) interest capitalized; (ii) preference security dividend requirements of consolidated subsidiaries; and (iii) the noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charges. Equity investees are investments that we account for using the equity method of accounting.

(2) For the three months ended March 31, 2010 and the years ended December 31, 2009, 2008, 2007 and 2005, earnings were inadequate to cover fixed charges by approximately \$15.7 million, \$59.9 million, \$323.2 million, \$38.2 million and \$1.9 million, respectively.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement relating to the original notes. We will not receive any cash proceeds from the issuance of the exchange notes. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive, in exchange, an equal principal amount of outstanding original notes. The form and terms of the exchange notes are identical in all material respects to the form and terms of the original notes, except with respect to the transfer restrictions and registration rights and related special interest provisions relating to the original notes. The original notes surrendered in exchange for the exchange notes will be retired and cannot be reissued.

CAPITALIZATION

The following table sets forth our actual cash and cash equivalents and capitalization as of March 31, 2010, and as adjusted to give effect to the completion of the offering of original notes and the use of net proceeds therefrom. This table should be read in conjunction with "Selected Consolidated Financial and Other Data" as well as the consolidated financial statements, and notes thereto, included elsewhere in this prospectus.

	As of March 31, 2010	
	Actual	As Adjusted
	(Dollars in millions)	
Cash and cash equivalents	\$ 13.7	\$ 12.6
Long-term debt (including current maturities):		
Senior credit facility:		
Revolving credit facility(1)	\$ —	\$ —
Term loans	789.8	489.8
Long-term accrued facility fee(2)	24.2	24.2
Original notes(3)	—	365.0
Long-term debt (including current portion) and accrued facility fee	\$ 814.0	\$ 879.0
Less current portion of long-term debt	(8.1)	(5.0)
Total long-term debt and accrued facility fee	805.9	874.0
Series D perpetual preferred stock (at liquidation value, including accrued dividends)(4)	123.2	47.6
Total stockholders' equity(4)	88.1	113.7
Total capitalization	\$ 1,017.2	\$ 1,035.3

- (1) The maximum available borrowing capacity under the revolving credit facility was \$40.0 million as of March 31, 2010.
- (2) Includes \$24.2 million of accrued facility fee. Affiliates of certain of the initial purchasers of the original notes are lenders under our senior credit facility and, accordingly, received a portion of the net proceeds from the offering of the original notes.
- (3) Reflects \$365.0 million aggregate principal amount of original notes, before deducting \$7.0 million of unamortized original issue discount.
- (4) Pursuant to the Exchange Agreement, concurrently with the completion of the offering of original notes, we issued holders of our Series D perpetual preferred stock 8.5 million shares of our common stock, together with \$50.0 million in cash, in exchange for \$75.59 million of Series D perpetual preferred stock, including accrued dividends.

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

We have derived the following selected consolidated financial and other data for each of the five years ended December 31, 2009, 2008, 2007, 2006 and 2005 from our audited consolidated financial statements. We have derived the following selected consolidated financial and other data for the three months ended March 31, 2010 and 2009 from our unaudited condensed consolidated financial statements. The selected consolidated financial and other data below for each of the three years ended December 31, 2009, 2008 and 2007 and for the three month periods ended March 31, 2010 and 2009 should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements, and notes thereto, included elsewhere in this prospectus.

	Three Months Ended March 31,		Year Ended December 31,				
	2010	2009	2009	2008	2007	2006(1)	2005(2)
	(unaudited)		(Dollars in thousands, except per share data)				
Statement of Operations Data:							
Revenues (less agency commissions) (3)	\$ 70,482	\$ 61,354	\$ 270,374	\$ 327,176	\$ 307,288	\$ 332,137	\$ 261,553
Impairment of goodwill and broadcast licenses(4)	—	—	—	338,681	—	—	—
Operating income (loss)	11,940	4,766	43,079	(258,895)	53,376	87,991	60,861
Loss on early extinguishment of debt(5)	(349)	(8,352)	(8,352)	—	(22,853)	(347)	(6,543)
(Loss) income from continuing operations	(7,981)	(13,687)	(23,047)	(202,016)	(23,151)	11,711	4,604
Loss from discontinued publishing and wireless operations, net of income tax of \$0, \$0, \$0, \$0, \$0, \$0 and \$3,253 respectively(6)	—	—	—	—	—	—	(1,242)
Net (loss) income	(4,743)	(8,920)	(23,047)	(202,016)	(23,151)	11,711	3,362
Net (loss) income available to common stockholders	(9,294)	(12,971)	(40,166)	(208,609)	(24,777)	8,464	(2,286)
Net (loss) income from continuing operations available to common stockholders per common share:							
Basic	(0.19)	(0.27)	(0.83)	(4.32)	(0.52)	0.17	(0.02)
Diluted	(0.19)	(0.27)	(0.83)	(4.32)	(0.52)	0.17	(0.02)
Net (loss) income available to common stockholders per common share:							
Basic	(0.19)	(0.27)	(0.83)	(4.32)	(0.52)	0.17	(0.05)
Diluted	(0.19)	(0.27)	(0.83)	(4.32)	(0.52)	0.17	(0.05)
Cash dividends declared per common share(7)	—	—	—	0.09	0.12	0.12	0.12
Balance Sheet Data (at end of period):							
Total assets	\$1,235,815	\$1,248,442	\$1,245,739	\$1,278,265	\$1,625,969	\$1,628,287	\$1,525,054
Long-term debt (including current portion)	789,789	798,359	791,809	800,380	925,000	851,654	792,509
Long-term accrued facility fee(8)	24,245	—	18,307	—	—	—	—
Redeemable preferred stock(9)	93,687	92,484	93,386	92,183	—	37,451	39,090

	Three Months Ended March 31,		Year Ended December 31,				
	2010	2009	2009	2008	2007	2006(1)	2005(2)
	(unaudited)		(Dollars in thousands, except per share data)				
Total stockholders' equity	88,140	107,154	93,620	117,107	337,845	379,754	380,996
Other Data:							
Ratio of earnings to fixed charges(10)	—	N/A	—	—	—	1.21	—

- (1) Reflects the acquisition of WNDU-TV on March 3, 2006 as of the acquisition date. For further information concerning this acquisition, see "Business" included elsewhere in this prospectus.
- (2) Reflects the acquisitions of KKCO-TV on January 31, 2005, WSWG-TV on November 10, 2005 and WSAZ-TV on November 30, 2005, as of their respective acquisition dates.
- (3) Our revenues fluctuate significantly between years, consistent with, among other things, increased political advertising expenditures in even-numbered years.
- (4) As of December 31, 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write down of \$98.6 million in the carrying value of our goodwill and a write down of \$240.1 million in the carrying value of our broadcast licenses. The write-down of our goodwill and broadcast licenses related to seven stations and 23 stations, respectively. As of this testing date, we believe events had occurred and circumstances changed that more likely than not reduce the fair value of our broadcast licenses and goodwill below their carrying amounts. These events which accelerated in the fourth quarter of 2008 included: (i) the continued decline of the price of our common stock and Class A common stock; (ii) the decline in the current selling prices of television stations; (iii) the decline in local and national advertising revenues excluding political advertising revenue; and (iv) the decline in the operating profit margins of some of our stations.

Table of Contents

- (5) In 2010 and 2009, we recorded a loss on early extinguishment of debt related to an amendment of our senior credit facility. In 2007, we recorded a loss on early extinguishment of debt related to a refinancing of our senior credit facility and the redemption of our 9.25% Notes. In 2006, we recorded a loss on early extinguishment of debt related to the repurchase of a portion of our 9.25% Notes. In 2005, we recorded a loss on early extinguishment of debt related to two amendments to our then existing senior credit facility and the repurchase of a portion of our 9.25% Notes.
- (6) On December 30, 2005, we completed (i) the contribution of all of our membership interests in Gray Publishing, LLC, which included our Gray Publishing and Graylink Wireless businesses and certain other assets, to Triple Crown Media, Inc. ("TCM") and (ii) the spinoff of all the common stock of TCM to our shareholders. The selected financial information for 2005 reflects the reclassification of the results of operations of those businesses as discontinued operations, net of income tax.
- (7) Cash dividends for 2007 and 2006 include a cash dividend of \$0.03 per share approved in the fourth quarters of 2007 and 2006, respectively, and paid in the first quarters of 2008 and 2007, respectively.
- (8) On March 31, 2009, we amended our senior credit facility. Effective on that date, we began to incur an annual facility fee equal to 3% multiplied by the outstanding balance under our senior credit facility. See Note 3. "Long-term Debt and Accrued Facility Fee" of our notes to our audited consolidated financial statements included elsewhere in this prospectus for further information regarding our accrued facility fee.
- (9) On June 26, 2008, we issued 750 shares of Series D perpetual preferred stock and on July 15, 2008, we issued an additional 250 shares of our Series D perpetual preferred stock. We generated net cash proceeds from such issuances of approximately \$91.6 million, after a 5.0% original issue discount, transaction fees and expenses. The Series D perpetual preferred stock has a liquidation value of \$100,000 per share, for a total liquidation value of \$100.0 million. The \$8.4 million of original issue discount, transaction fees and expenses is being accreted over a seven-year period ending June 30, 2015.
- On May 22, 2007, we redeemed all outstanding shares of our Series C preferred stock.
- Amounts exclude unamortized original issuance costs and accrued and unpaid dividends. Such costs and dividends aggregated \$29.5 million, \$14.3 million, \$25.5 million and \$10.8 million as of March 31, 2010, March 31, 2009, December 31, 2009 and December 31, 2008, respectively.
- (10) For purposes of this ratio:
- The term "fixed charges" means the sum of: (i) interest expensed and capitalized, (ii) amortized premiums, discounts and capitalized expenses related to indebtedness, (iii) an estimate of the interest within rental expense, and (iv) preference security dividend requirements.
- The term "preference security dividend" is the amount of pre-tax earnings required to pay the dividends on outstanding preference securities. The dividend requirement is computed as the amount of the dividend divided by (1 minus the effective income tax rate applicable to continuing operations).
- The term "earnings" is the amount resulting from adding and subtracting the following items. We add the following: (i) pre-tax income from continuing operations before adjustment for income or loss from equity investees; (ii) fixed charges; (iii) amortization of capitalized interest; (iv) distributed income of equity investees; and (v) our share of pre-tax losses of equity investees for which charges arising from guarantees are included in fixed charges. From the total of the added items, we subtract the following: (i) interest capitalized; (ii) preference security dividend requirements of consolidated subsidiaries; and (iii) the noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charges. Equity investees are investments that we account for using the equity method of accounting.
- For the three months ended March 31, 2010 and the years ended December 31, 2009, 2008, 2007 and 2005, earnings were inadequate to cover fixed charges by approximately \$15.7 million, \$59.9 million, \$323.2 million, \$38.2 million and \$1.9 million, respectively.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

Executive Overview

Introduction

The following analysis of the financial condition and results of operations of Gray Television, Inc. ("we," "us," or "our") should be read in conjunction with our audited consolidated financial statements and unaudited condensed consolidated financial statements, and notes thereto, included elsewhere herein.

Overview

We are a television broadcast company operating 36 television stations serving 30 markets. Seventeen of our stations are affiliated with CBS Inc. ("CBS"), ten are affiliated with the National Broadcasting Corporation, Inc. ("NBC"), eight are affiliated with the American Broadcasting Corporation ("ABC"), and one is affiliated with FOX Entertainment Group, Inc. ("FOX"). Our 17 CBS-affiliated stations make us the largest independent owner of CBS affiliates in the United States. In addition, we currently operate 39 digital second channels including one affiliated with ABC, four affiliated with FOX, seven affiliated with CW, 18 affiliated with Twentieth Television, Inc. ("MyNetworkTV"), two affiliated with Universal Sports Network and seven local news/weather channels in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels; however, our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. Our combined TV station group reaches approximately 6.3% of total United States households.

Our operating revenues are derived primarily from broadcast and internet advertising and from other sources such as production of commercials, tower rentals, retransmission consent fees and management fees.

Broadcast advertising is sold for placement either preceding or following a television station's network programming and within local and syndicated programming. Broadcast advertising is sold in time increments and is priced primarily on the basis of a program's popularity among the specific audience an advertiser desires to reach, as measured by Nielsen. In addition, broadcast advertising rates are affected by the number of advertisers competing for the available time, the size and demographic makeup of the market served by the station and the availability of alternative advertising media in the market area. Broadcast advertising rates are the highest during the most desirable viewing hours, with corresponding reductions during other hours. The ratings of a local station affiliated with a major network can be affected by ratings of network programming.

We sell internet advertising on our stations' websites. These advertisements are sold as banner advertisements on the websites, pre-roll advertisements or video and other types of advertisements.

Most advertising contracts are short-term and generally run only for a few weeks. Approximately 66% of the net revenues of our television stations for the three months ended March 31, 2010 were generated from local advertising (including political advertising revenues), which is sold primarily by a station's sales staff directly to local accounts, and the remainder was represented primarily by national advertising, which is sold by a station's national advertising sales representatives. The stations generally pay commissions to advertising agencies on local, regional and national advertising and the stations also pay commissions to the national sales representatives on national advertising.

Broadcast advertising revenues are generally highest in the second and fourth quarters each year, due in part to increases in advertising in the spring and in the period leading up to and including the holiday season. In addition, broadcast advertising revenues are generally higher during even numbered years due to increased spending by political candidates and special interest groups in advance of upcoming elections, which spending typically is heaviest during the fourth quarter of such years.

Our primary broadcast operating expenses are employee compensation, related benefits and programming costs. In addition, broadcasting operations incur overhead expenses, such as maintenance, supplies, insurance, rent and utilities. A large portion of our operating expenses for broadcasting operations is fixed.

During the recent economic recession, many of our advertising customers have reduced their advertising spending, which has in turn reduced our revenue. Specifically, automotive dealers and manufacturers, which have traditionally accounted for a significant

[Table of Contents](#)

portion of our revenues have suffered disproportionately during the recent recession and have therefore, significantly reduced their advertising expenditures, which has further negatively impacted our revenues. Our revenues have also come under pressure from the internet as a competitor for advertising spending. We continue to enhance and market our internet websites in order to generate additional revenue.

Revenue

Set forth below are the principal types of revenue, less agency commissions, earned by us for the periods indicated and the percentage contribution of each to our total revenues (dollars in thousands):

Revenues:	Three Months Ended March 31,			
	2010		2009	
	Amount	Percent of Total	Amount	Percent of Total
Local	\$ 43,511	61.7%	\$ 39,286	64.0%
National	13,951	19.8%	12,875	21.0%
Internet	3,072	4.4%	2,564	4.2%
Political	2,783	3.9%	1,009	1.6%
Retransmission consent	4,639	6.6%	3,640	5.9%
Production and other	1,932	2.7%	1,842	3.0%
Network compensation	44	0.1%	138	0.3%
Consulting revenue	550	0.8%	—	0.0%
Total	\$ 70,482	100.0%	\$ 61,354	100.0%

Revenues:	Year End December 31,					
	2009		2008		2007	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
Local	\$ 170,813	63.2%	\$ 186,492	57.0%	\$ 200,686	65.3%
National	53,892	19.9%	68,417	20.9%	77,365	25.2%
Internet	11,413	4.2%	11,859	3.6%	9,506	3.1%
Political	9,976	3.7%	48,455	14.8%	7,808	2.5%
Retransmission consent	15,645	5.8%	3,046	0.9%	2,436	0.8%
Production and other	7,119	2.6%	8,155	2.5%	8,719	2.8%
Network compensation	653	0.2%	752	0.3%	768	0.3%
Consulting revenue	863	0.4%	—	0.0%	—	0.0%
Total	\$ 270,374	100.0%	\$ 327,176	100.0%	\$ 307,288	100.0%

Risk Factors

The broadcast television industry relies primarily on advertising revenues and faces increased competition. For a discussion of certain other presently known, significant factors that may affect our business, see “Risk Factors.”

Results of Operations

Three Months Ended March 31, 2010 (“2010 three month period”) Compared To Three Months Ended March 31, 2009 (“2009 three month period”)

Revenue

Total revenues increased \$9.1 million, or 15%, to \$70.5 million in the 2010 three month period reflecting increased local, national, internet and political advertising revenue, retransmission revenue and other revenue, partially offset by decreased network compensation revenues. Local advertising revenue increased \$4.2 million, or 11%, to \$43.5 million and national advertising revenue increased \$1.1 million, or 8%, to \$14.0 million. Internet advertising revenues increased \$0.5 million, or 20%, to \$3.1 million. Local, national and internet advertising revenue increased due to increased spending by advertisers in an improving economic environment.

[Table of Contents](#)

Political advertising revenues increased \$1.8 million, or 176%, to \$2.8 million reflecting increased advertising from political candidates and special interest groups. Net advertising revenue associated with the broadcast of the 2010 Super Bowl on our seventeen CBS-affiliated stations approximated \$860,000 which was an increase from our approximately \$750,000 of Super Bowl revenues earned in 2009 on our ten NBC-affiliated stations. In addition, the 2010 three month period benefited from approximately \$2.8 million of net revenues earned from the broadcast of the 2010 Winter Olympic Games on our NBC-affiliated stations. There was no corresponding broadcast of Olympic Games during the 2009 three month period.

Advertising from the automotive sector improved significantly, increasing by 43% in the 2010 three month period when compared to the 2009 three month period. Other categories demonstrating significant improvement in advertising revenues during the 2010 three month period compared to the 2009 three month period were: supermarkets, increasing 27%; financial and insurance services, increasing 23%; medical services, increasing 16%; and legal services, increasing 15%. Retransmission revenue increased \$1.0 million, or 27%, to \$4.6 million due to the improved terms of our retransmission contracts compared to those of the 2009 three month period. We earned consulting revenue of \$0.6 million due to our agreement with Young Broadcasting, Inc.

Broadcast Expenses

Broadcast expenses (before depreciation, amortization and gain on disposal of assets, net) increased \$1.9 million, or 4%, to \$47.6 million in the 2010 three month period, due primarily to increases in compensation expense of \$1.4 million and non-compensation expense of \$0.5 million. Compensation expense increased primarily due to increases in sales incentive compensation of \$0.7 million due to the increase in net advertising revenue discussed above and an increase in pension expense of \$0.3 million. As of March 31, 2010 and 2009, we employed 2,172 and 2,218 full and part-time employees, respectively, in our broadcast operations. Since December 31, 2007, we have decreased the total number of employees in our broadcast operations by 253 persons, a decrease of 10.4%. Non-compensation related expenses increased primarily due to an increase in sales related costs of \$0.5 million, which were attributable to the increased net advertising revenue discussed above. The increase in sales related costs were partially offset by a decrease in electricity expenses due to the discontinuance of our analog broadcasts.

Corporate and Administrative Expenses

Corporate and administrative expenses (before depreciation, amortization and gain on disposal of assets, net) decreased \$1.1 million, or 28%, to \$2.9 million. The decrease in corporate and administrative expenses was due primarily to decreased compensation and legal expenses. Compensation expense decreased due to a decrease in relocation expenses of \$0.4 million and non-cash stock-based compensation of \$0.2 million. We incurred expenses related to the relocation of several general managers during the 2009 three month period due to routine personnel changes. We did not have similar expenses in the 2010 three month period. During the 2010 three month period and the 2009 three month period, we recorded non-cash stock-based compensation expense of \$155,000 and \$353,000, respectively. We incurred higher legal fees during the 2009 three month period due to our renegotiation of many of our retransmission consent contracts. These negotiations were largely completed in 2009 and, as a result, our legal fees decreased \$0.3 million in the 2010 three month period compared to the 2009 three month period.

Depreciation

Depreciation of property and equipment totaled \$8.0 million and \$8.3 million for the 2010 three month period and the 2009 three month period, respectively. The decrease in depreciation was the result of reduced capital expenditures in recent years compared to that of prior years.

Gain on Disposal of Assets, net

Gain on disposal of assets, net decreased \$1.5 million during the 2010 three month period as compared to 2009 three month period. The Federal Communications Commission (the "FCC") has mandated that all broadcasters operating microwave facilities on certain frequencies in the 2 GHz band relocate to other frequencies and upgrade their equipment. The spectrum being vacated by broadcasters has been reallocated to third parties who, as part of the overall FCC-mandated spectrum reallocation project, must provide affected broadcasters with new digital microwave replacement equipment at no cost to the broadcaster and also reimburse them for certain associated out-of-pocket expenses. During the three month periods ended March 31, 2010 and 2009, we recognized gains of \$0.1 million and \$1.6 million, respectively, on the disposal of assets associated with this spectrum reallocation project.

Interest Expense

Interest expense increased \$9.5 million, or 94%, to \$19.6 million for the 2010 three month period compared to the 2009 three month period. This increase was attributable to an increase in average interest rates, partially offset by a decrease in average principal outstanding. Average interest rates have increased due to our amendment of our senior credit facility on March 31, 2009. This

[Table of Contents](#)

amendment included an increase in annual interest rates from the London Interbank Offered Rate ("LIBOR") plus 1.5% to LIBOR plus 6.5%. Our debt balance decreased as a result of scheduled quarterly principal repayments. Our average outstanding debt balance was \$791.1 million and \$799.7 million during the 2010 three month period and the 2009 three month period, respectively. The average interest rates on our total outstanding debt balances was 9.8% and 4.9% during the 2010 three month period and the 2009 three month period, respectively. These interest rates include the effects of our interest rate swap agreements.

Loss from Early Extinguishment of Debt

On March 31, 2010, we amended our senior credit facility. In order to obtain this amendment, we incurred loan issuance costs of approximately \$4.4 million, including legal and professional fees. These fees were funded from our cash balances. In connection with this transaction, we reported a loss from early extinguishment of debt of \$0.3 million in the 2010 three month period. Also, on March 31, 2009, we amended our senior credit facility. In order to obtain this amendment, we incurred loan issuance costs of approximately \$7.5 million, including legal and professional fees. These fees were also funded from our cash balances. In connection with this transaction, we reported a loss on early extinguishment of debt of \$8.4 million in the 2009 three month period.

Income Tax Benefit

For the three month periods ended March 31, 2010 and 2009, our effective tax rates were 40.6% and 34.8%, respectively. Our effective tax rates differ from the statutory tax rate due to the impact of the following items:

	Three Months Ended March 31,	
	2010	2009
Statutory federal income tax rate	35.0%	35.0%
State income taxes	6.0%	0.9%
Reserve for uncertain tax positions	(4.2)%	1.0%
Adjustments to valuation allowance of deferred tax assets	2.2%	(1.6)%
Other	1.6%	(0.5)%
Effective income tax rate	40.6%	34.8%
Income tax benefit	\$ (3,238)	\$ (4,767)

Year ended December 31, 2009 Compared to Year Ended December 31, 2008

Revenue

Total revenues decreased \$56.8 million, or 17%, to \$270.4 million due primarily to decreased local, national, political and internet advertising revenue, decreased network compensation revenue and decreased production and other revenue. These decreases were partially offset by increased retransmission consent revenue and consulting revenue in the year ended December 31, 2009. Retransmission consent revenue increased \$12.6 million, or 414%, to \$15.6 million reflecting the more profitable terms of our current contracts that we finalized earlier in 2009. Consulting revenue increased to \$0.9 million for the year ended December 31, 2009 due to revenue from an agreement with Young Broadcasting, Inc. that was effective August 10, 2009. Local advertising revenues, excluding political advertising revenues, decreased \$15.7 million, or 8%, to \$170.8 million. National advertising revenues, excluding political advertising revenues, decreased \$14.5 million, or 21%, to \$53.9 million. The decrease in local and national advertising revenue was due to reduced spending by advertisers in the continued recessionary economic environment. Our automotive advertising revenue decreased approximately 31% compared to the prior year. In addition, during the year ended December 31, 2008, we earned a total of \$3.4 million of net revenue from local and national advertisers during the broadcast of the 2008 Summer Olympics on our ten NBC stations. There were no Olympic Game broadcasts during 2009. The negative effects of the recession were partially offset by increased advertising during the 2009 Super Bowl. Net advertising revenue associated with the broadcast of the 2009 Super Bowl on our ten NBC affiliated stations approximated \$750,000, which was an increase from the approximate \$130,000 of Super Bowl revenue earned in 2008 on our then six Fox affiliated channels. Political advertising revenues decreased \$38.5 million, or 79%, to \$10.0 million reflecting reduced advertising from political candidates during the "off year" of the two-year political advertising cycle. However, we did recognize political advertising revenue in the three months ended December 31, 2009 related to increased spending on the national healthcare debate.

[Table of Contents](#)

Broadcast expenses

Broadcast expenses (before depreciation, amortization, impairment expense and gain on disposal of assets) decreased \$12.0 million, or 6%, to \$187.6 million due primarily to a reduction in compensation expense of \$3.4 million, professional service expense of \$2.2 million, facility fees of \$1.1 million, bad debt expense of \$0.9 million and syndicated programming expense of \$1.1 million. Compensation expenses included payroll and benefit expenses. Payroll expense decreased primarily due to a reduction in the number of employees and reduced commissions. As of December 31, 2009 and 2008, we employed 2,184 and 2,253 total employees in our broadcast operations which included full-time and part-time employees. This reduction in total employees is a decrease of 3.1% or 69 total employees. Since December 31, 2007, we have reduced our total number of employees by 241, or 9.9%. Our reduction in payroll expense resulting from the reduced number of employees was partially offset by an increase in pension expense of \$1.9 million. Pension expense increased due to the use of a lower discount rate in 2009 compared to the discount rate used to calculate the 2008 pension expense and due to the performance of our pension plans' assets in 2009 and 2008. Professional service expense decreased primarily due to lower national representation fees, which are paid based upon a percentage of our national and political revenue, both of which decreased as discussed above. Facility fees decreased primarily due to lower electricity expense resulting from the discontinuance of our analog broadcasts. Bad debt expense improved due to an improvement in the average age of our accounts receivable balances. Syndicated programming expense decreased primarily due to a lower impairment expense in the current year compared to the prior year. We recorded impairment expenses related to our syndicated television programming during the years ended December 31, 2009 and 2008 of \$0.2 million and \$0.6 million, respectively.

Corporate and administrative expenses

Corporate and administrative expenses (before depreciation, amortization, impairment and (gain) loss on disposal of assets) increased \$0.1 million, or 1%, to \$14.2 million during the year ended December 31, 2009. The increase was due primarily to an increase in pension expense of \$0.2 million, an increase in relocation expense of \$0.2 million and an increase in legal expense of \$0.5 million. These increases were partially offset by a decrease in market research expense of \$0.6 million and severance expense of \$0.1 million. We currently believe the relocation cost incurred in 2009 will not recur in future years to the same extent as 2009. Also, approximately \$0.4 million of the increased legal costs were attributable to the negotiation and documentation of our new retransmission consent agreements, and such costs are currently not anticipated to recur in future periods to the same extent. Corporate and administrative expenses included non-cash stock-based compensation expense during the years ended 2009 and 2008 of \$1.4 million and \$1.5 million, respectively.

Depreciation

Depreciation of property and equipment totaled \$32.6 million and \$34.6 million for 2009 and 2008, respectively. The decrease in depreciation was the result of reduced capital expenditures in recent years compared to that of prior years. As a result, more assets acquired in prior years have become fully depreciated than were purchased in recent years.

Amortization of intangible assets

Amortization of intangible assets was \$0.6 million for 2009 as compared to \$0.8 million for 2008. Amortization expense decreased in the current year compared to that of the prior year as a result of certain assets becoming fully amortized in the current year.

Impairment of goodwill and broadcast licenses

As of December 31, 2009, we evaluated the recorded value of our goodwill and broadcast licenses for potential impairment and concluded that they were reasonably stated. As a result, we did not record an impairment expense for 2009. As of December 31, 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write-down of \$98.6 million in the carrying value of our goodwill and a write down of \$240.1 million in the carrying value of our broadcast licenses. The write-down of our goodwill and broadcast licenses related to seven stations and 23 stations, respectively. As of this testing date, we believed events had occurred and circumstances changed that more likely than not reduce the fair value of our broadcast licenses and goodwill below their carrying amounts. These events, which accelerated in the fourth quarter of 2008, included: (i) the continued decline of the price of our common stock and Class A common stock; (ii) the decline in the current selling prices of television stations; (iii) the decline in local and national advertising revenues excluding political advertising revenue; and (iv) the decline in the operating profit margins of some of our stations.

[Table of Contents](#)

Gain or loss on disposal of assets

Gain on disposal of assets increased \$6.0 million, or 367%, to \$7.6 million during 2009 as compared to 2008. The FCC has mandated that all broadcasters operating microwave facilities on certain frequencies in the 2 GHz band relocate to other frequencies and upgrade their equipment. The spectrum being vacated by these broadcasters has been reallocated to third parties who, as part of the overall FCC-mandated spectrum reallocation project, must provide affected broadcasters with new digital microwave replacement equipment at no cost to the broadcaster and also reimburse those broadcasters for certain associated out-of-pocket expenses. During 2009 and 2008, we recognized gains of \$9.2 million and \$2.2 million, respectively, on the disposal of equipment associated with the spectrum reallocation project. The gains from the spectrum reallocation project were partially offset by losses on disposals of equipment in the ordinary course of business.

Interest expense

Interest expense increased \$15.0 million, or 28%, to \$69.1 million for 2009 compared to 2008. This increase is due to the net effect of higher average interest rates and lower principal balances in 2009 compared to 2008. The average interest rates were 8.4% and 5.9% for 2009 and 2008, respectively. The total average principal balance was \$796.4 million and \$868.3 million for 2009 and 2008, respectively. These average interest rates and average principal balances are for the respective period and not the respective ending balance sheet dates. The average interest rates include the effects of our interest rate swap agreements.

Loss from early extinguishment of debt

On March 31, 2009, we amended our senior credit facility. To obtain this amendment, we incurred loan issuance costs of approximately \$7.4 million, including legal and professional fees. These fees were funded from our existing cash balances. In connection with this transaction, we reported a loss on early extinguishment of debt of \$8.4 million for 2009. There was no comparable loss in 2008.

Income tax expense or benefit

The effective tax rate decreased to 32.8% for 2009 from 35.5% for 2008. The effective tax rates differ from the statutory rate due to the following items:

	Year Ended December 31,	
	2009	2008
Statutory federal income tax rate	35.0%	35.0%
State income taxes	2.6%	3.7%
Change in valuation allowance	(4.5)%	0.1%
Reserve for uncertain tax positions	1.1%	(0.2)%
Goodwill impairment	0.0%	(3.0)%
Other	(1.4)%	(0.1)%
Effective income tax rate	<u>32.8%</u>	<u>35.5%</u>

Year Ended December 31, 2008 Compared to Year Ended December 31, 2007

Revenue

Total revenues increased \$19.9 million, or 6%, to \$327.2 million reflecting increased cyclical political advertising revenues. Political advertising revenues increased \$40.7 million, or 521%, to \$48.5 million reflecting the cyclical influence of the 2008 elections. Local advertising revenues, excluding political advertising revenues, decreased \$14.2 million, or 7%, to \$186.5 million. National advertising revenues, excluding political advertising revenues, decreased \$9.0 million, or 12%, to \$68.4 million. Internet advertising revenues, excluding political advertising revenues, increased \$2.4 million, or 25%, to \$11.9 million reflecting increased website traffic and internet sales initiatives in each of our markets. The increase in political advertising revenue reflects increased advertising from political candidates in the 2008 primary and general elections. Spending on political advertising was the strongest at our stations in Colorado, West Virginia, Wisconsin, Michigan and North Carolina, accounting for a significant portion of the total political net revenue for 2008. The decrease in local and national revenue was largely due to the general weakness in the economy and due to the change in networks broadcasting the Super Bowl. During 2008, we earned approximately \$130,000 of net revenue relating to the 2008 Super Bowl broadcast on our six FOX channels compared to approximately \$750,000 of net revenue relating to the 2007 Super Bowl broadcast on our 17 CBS channels during 2007. The decrease in local and national revenue was offset in part by \$3.4 million of net revenue earned during 2008 attributable to the broadcast of the 2008 Summer Olympics on our ten NBC stations.

[Table of Contents](#)

Broadcast expenses

Broadcast expenses (before depreciation, amortization, impairment expense and (gain) loss on disposal of assets) decreased \$0.1 million, or approximately 0%, to \$199.6 million. This modest decrease primarily reflected the impact of increased national sales representative commissions on the incremental political advertising revenues and increased syndicated programming expenses offset partially by decreases in payroll and other operating expenses. We recorded an impairment expense related to our syndicated television programming of \$0.6 million in 2008. Employee payroll and related expenses decreased due to a reduction in our number of employees in 2008 compared to 2007. As of December 31, 2008 and 2007, we employed 2,253 and 2,425 total employees in our broadcast operations, which included full-time and part-time employees. This reduction in total employees was a decrease of 7.1% or 172 total employees.

Corporate and administrative expenses

Corporate and administrative expenses (before depreciation, amortization, impairment and (gain) loss on disposal of assets) decreased \$1.0 million, or 7%, to \$14.1 million. During 2008, corporate payroll expenses decreased by \$950,000 compared to 2007, due primarily to a decrease in incentive-based compensation. Corporate and administrative expenses included non-cash stock-based compensation expense during the years ended 2008 and 2007 of \$1.5 million and \$1.2 million, respectively.

Depreciation

Depreciation of property and equipment totaled \$34.6 million and \$38.6 million for 2008 and 2007, respectively. The decrease in depreciation was the result of a large proportion of our stations' equipment, which was acquired in 2002, becoming fully depreciated.

Amortization of intangible assets

Amortization of intangible assets was \$0.8 million for each of 2008 and 2007. Amortization expense remained consistent to that of the prior year as a result of no acquisitions or disposals of definite-lived intangible assets in 2008.

Impairment of goodwill and broadcast licenses

During 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write-down of \$98.6 million in the carrying value of our goodwill and a write down of \$240.1 million in the carrying value of our broadcast licenses. The write-down of our goodwill and broadcast licenses related to seven stations and 23 stations, respectively. We tested our unamortized intangible assets for impairment at December 31, 2008. As of the testing date, we believe events had occurred and circumstances changed that more likely than not reduce the fair value of our broadcast licenses and goodwill below their carrying amounts. These events, which accelerated in the fourth quarter of 2008, included: (i) the continued decline of the price of our common stock and Class A common stock; (ii) the decline in the current selling prices of television stations; (iii) the decline in local and national advertising revenues excluding political advertising revenue; and (iv) the decline in the operating profit margins of some of our stations.

Interest expense

Interest expense decreased \$13.1 million, or 20%, to \$54.1 million for 2008 compared to 2007. This decrease was primarily attributable to lower average principal balances in 2008 compared to 2007 and lower average interest rates. The total average principal balance was \$868.3 million and \$913.0 million for 2008 and 2007, respectively. The average interest rates were 5.9% and 7.1% for 2008 and 2007, respectively. These average principal balances and interest rates were for the respective period and not the respective ending balance sheet dates. The average interest rates include the effects of our interest rate swap agreements.

Loss on Early Extinguishment of Debt

In 2007, we replaced our former senior credit facility with a new senior credit facility and redeemed our 9.25% Notes. As a result of these transactions, we recorded a loss on early extinguishment of debt of \$6.5 million related to the senior credit facility and \$16.4 million related to the redemption of the 9.25% Notes. The loss related to the redemption of the 9.25% Notes included \$11.8 million in premiums, the write-off of \$4.0 million in deferred financing costs and \$614,000 in unamortized bond discount.

Table of Contents

Income tax expense or benefit

The effective tax rate increased to 35.5% for 2008 from 35.1% for 2007. The effective tax rates differ from the statutory rate due to the following items:

	Year Ended December 31,	
	2008	2007
Statutory federal income tax rate	35.0%	35.0%
State income taxes	3.7%	4.1%
Change in valuation allowance	0.1%	(1.2)%
Reserve for uncertain tax positions	(0.2)%	(2.8)%
Goodwill impairment	(3.0)%	0.0%
Other	(0.1)%	0.0%
Effective income tax rate	<u>35.5%</u>	<u>35.1%</u>

Liquidity and Capital Resources

General

The following table presents data that we believe is helpful in evaluating our liquidity and capital resources (in thousands).

	Three Months Ended March 31,	
	2010	2009
Net cash provided by (used in) operating activities	\$ 6,986	\$ (1,296)
Net cash used in investing activities	(3,185)	(5,469)
Net cash used in financing activities	(6,137)	(9,027)
Decrease in cash	<u>\$ (2,336)</u>	<u>\$ (15,792)</u>

	As of	
	March 31, 2010	December 31, 2009
Cash	\$ 13,664	\$ 16,000
Long-term debt including current portion	\$789,789	\$791,809
Long-term accrued facility fee	\$ 24,245	\$ 18,307
Preferred stock, excluding unamortized original issue discount	\$ 93,687	\$ 93,386
Borrowing availability under our senior credit facility	\$ 40,000	\$ 31,681

Leverage ratio as defined under our senior credit facility:

Actual	8.43	8.42
Maximum allowed	9.00	8.75

Senior Credit Facility

The amount outstanding under our senior credit facility as of March 31, 2010 and December 31, 2009 was \$789.8 million and \$791.8 million, respectively, consisting solely of the term loan. In addition, we had a liability resulting from the long-term accrued facility fee under our term loan of \$24.2 million and \$18.3 million as of March 31, 2010 and December 31, 2009, respectively. This long term accrued facility fee is not due and payable until December 31, 2014 coincident with the maturity date of our term loan. Under the revolving loan portion of our senior credit facility, the maximum borrowing availability, subject to covenant restrictions, was \$40.0 million and \$50.0 million as of March 31, 2010 and December 31, 2009, respectively. The amount that we can draw under our revolving loan is further limited by the restrictive covenants in our senior credit facility. As of March 31, 2010 and December 31, 2009, we could have drawn \$40.0 million and \$31.7 million, respectively, of the maximum availability under the revolving loan.

Amendment of Senior Credit Facility

Effective as of March 31, 2010, we amended our existing senior credit facility (the "2010 amendment") to provide for, among other things: (i) an increase in the maximum total net leverage ratio covenant under the senior credit facility through March 30, 2011 and (ii) a potential issuance of capital stock and/or senior or subordinated debt securities, which could include securities with a second

[Table of Contents](#)

lien security interest (the "Replacement Debt"). The 2010 amendment to the senior credit facility also reduced the revolving loan commitment under the senior credit facility from \$50.0 million to \$40.0 million.

Pursuant to the 2010 amendment, from March 31, 2010 until we completed an offering of Replacement Debt and repaid not less than \$200.0 million of our term loan outstanding under the senior credit facility using the proceeds from that offering: (i) we were required to pay an annual incentive fee equal to 2.0%, which fee would be eliminated upon the consummation of such offering and repayment, (ii) the then-existing annual facility fee remained at 3.0%, but would, following such repayment, be reduced to 1.25% per year, with a potential for further reductions in future periods, and (iii) we remained subject to the then-existing maximum total net leverage ratio, but, following such repayment, that ratio was replaced by a first lien leverage test, as described in the following paragraph. In addition, from and after such repayment, we would be required to comply with a minimum fixed charge coverage ratio of 0.90x to 1.0x.

The 2010 amendment also provided that upon the completion of an offering of Replacement Debt that resulted in the repayment of not less than \$200.0 million of our term loan outstanding under the senior credit facility, we would, from the date of such repayment, be subject to a maximum first lien leverage ratio covenant, which would replace our maximum total leverage ratio covenant. The leverage ratio covenant would range from 7.5x to 6.5x, depending upon the amount of any such repayment.

As of March 31, 2010, we were in compliance with all applicable covenants under our senior credit facility.

The original notes, issued on April 29, 2010 and guaranteed by all of our subsidiaries, constituted "Replacement Debt" under the senior credit facility. We used a portion of the net proceeds from the sale of the Notes to repay \$300.0 million in principal amount of term loans outstanding under our senior credit facility, to repay interest thereon and to repay certain fees due thereunder. As a result of the completion of the offering of Notes and the related repayment of term loans, Gray is, from and after April 29, 2010, subject to and required to comply with the terms and conditions of its senior credit facility as set out under the heading "As Amended and After Issuance of Original Notes and Related Repayment of the Term Loan" in the table below.

The original notes were priced at 98.085% of par, resulting in gross proceeds to the Company of \$358.0 million. The original notes mature on June 29, 2015. Interest accrues on the original notes from April 29, 2010, and interest is payable semi-annually, on May 1 and November 1 of each year commencing November 1, 2010. We may redeem some or all of the original notes at any time after November 1, 2012 at specified redemption prices. We may also redeem up to 35% of the aggregate principal amount of the original notes using the proceeds from certain equity offerings completed before November 1, 2012. In addition, we may redeem some or all of the original notes at any time prior to November 1, 2012 at a price equal to 100% of the principal amount thereof plus a make whole premium, and accrued and unpaid interest. If we sell certain of our assets or experience specific kinds of changes of control, we must offer to repurchase the original notes.

The original notes and the guarantees thereof are secured by a second priority lien on substantially all of the assets owned by Gray and its subsidiary guarantors, including, among other things, all present and future shares of capital stock, equipment, owned real property, leaseholds and fixtures, in each case subject to certain exceptions and customary permitted liens (the "Original Notes Collateral"). The Original Notes Collateral also secures obligations under the Company's senior credit facility on a first priority basis, subject to certain exceptions and permitted liens.

A summary of certain significant terms contained in our senior credit facility (i) before the March 31, 2010 amendment, (ii) as so amended, and (iii) as amended and after giving effect to the issuance of original notes and related repayment of \$300.0 million in principal amount of term loans outstanding under the senior credit facility is as follows:

Description	Prior to Amendment on March 31, 2010	As Amended and Prior to Issuance of Original Notes and Related Repayment of the Term Loan	As Amended and After Issuance of Original Notes and Related Repayment of the Term Loan
Annual interest rate on outstanding term loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same
Annual interest rate on outstanding revolving loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same

[Table of Contents](#)

Description	Prior to Amendment on March 31, 2010	As Amended and Prior to Issuance of Original Notes and Related Repayment of the Term Loan	As Amended and After Issuance of Original Notes and Related Repayment of the Term Loan
Annual facility fee rate	3.00% with a potential for reduction in future periods.	3.00% with a potential for reduction in future periods.	0.75% with a potential for reduction in future periods.
Annual incentive fee rate	None	2.00%	None
Annual commitment fee on undrawn revolving loan balance	0.50%	Same	Same
Revolving loan commitment	\$50 million	\$40 million	\$40 million
Maximum total net leverage ratio at:			
March 31, 2010 through June 29, 2010	7.00x	9.00x	Replaced with a first lien leverage test as described above.
June 30, 2010 through September 29, 2010	6.50x	9.50x	
September 30, 2010 through March 30, 2011	6.50x	9.75x	
March 31, 2011 and thereafter	6.50x	6.50x	
Minimum fixed charge coverage ratio	None	Same	0.90x to 1.00x
Maximum cash balance that can be deducted from total debt to calculate net debt in the total net leverage ratio (or first lien leverage test, as applicable)	\$10.0 million	Same	\$15.0 million

Beginning April 30, 2010 and thereafter, all interest and fees accrued under the senior credit facility are payable in cash upon their respective due dates, with no portion of such accrued interest and fees being subject to deferral.

In order to obtain the foregoing amendment, we incurred loan issuance costs of approximately \$4.4 million, including legal and professional fees. We recorded a loss from early extinguishment of debt of \$0.3 million for the three month period ended March 31, 2010. As of March 31, 2010, we had a deferred loan cost balance of \$5.6 million.

As a result of the completion of the 2010 amendment and the issuance of the original notes and application of the proceeds thereof, we reduced the total interest cost of borrowings under our senior credit facility from an effective interest rate of LIBOR plus 8.50% to an effective interest rate of LIBOR plus 4.25% as of April 29, 2010.

Series D Perpetual Preferred Stock

As of March 31, 2010 and December 31, 2009, we had 1,000 shares of Series D Perpetual Preferred Stock outstanding. The Series D Perpetual Preferred Stock has a liquidation value of \$100,000 per share for a total liquidation value of \$100.0 million as of March 31, 2010 and December 31, 2009. Our accrued Series D Perpetual Preferred Stock dividend balances as of March 31, 2010 and December 31, 2009 were \$23.2 million and \$18.9 million, respectively.

We have deferred the cash payment of our preferred stock dividends earned thereon since October 1, 2008. When three consecutive cash dividend payments with respect to the Series D Perpetual Preferred Stock remain unfunded, the dividend rate increases from 15.0% per annum to 17.0% per annum. Thus, our Series D Perpetual Preferred Stock dividend began accruing at 17.0% per annum on July 16, 2009 and will accrue at that rate as long as at least three consecutive cash dividend payments remain unfunded.

In connection with the offering of the original notes, on April 29, 2010, we repurchased approximately \$60.7 million in face amount of our Series D Perpetual Preferred Stock, and \$14.9 million in accrued dividends thereon, in exchange for \$50.0 million in cash, using a portion of the net proceeds from the sale of original notes, and the issuance of 8.5 million shares of common stock. As a result of the completion of this exchange, the liquidation value of outstanding Series D Perpetual Preferred Stock was reduced to \$39.3 million, and the accrued dividends thereon were reduced to \$9.6 million, each as of April 29, 2010.

[Table of Contents](#)

While any Series D Perpetual Preferred Stock dividend payments are in arrears, we are prohibited from repurchasing, declaring and/or paying any cash dividend with respect to any equity securities having liquidation preferences equivalent to or junior in ranking to the liquidation preferences of the Series D Perpetual Preferred Stock, including our common stock and Class A common stock. We can provide no assurances as to when any future cash payments will be made on any accumulated and unpaid Series D Perpetual Preferred Stock cash dividends presently in arrears or that become in arrears in the future. The Series D Perpetual Preferred Stock has no mandatory redemption date but may be redeemed at the stockholders' option on or after June 30, 2015.

Income Taxes

We file a consolidated federal income tax return and such state or local tax returns as are required. Although we may earn taxable operating income in future years, as of December 31, 2009, we anticipate that through the use of our available loss carryforwards we will not pay significant amounts of federal income taxes in the next several years. However, we estimate that we will pay state income taxes in certain states over the next several years.

Net Cash Provided By (Used In) Operating, Investing and Financing Activities

Net cash provided by operating activities was \$7.0 million in the 2010 three month period compared to net cash used in operating activities of \$1.3 million in the 2009 three month period. The increase in cash provided by operations is due primarily to increased revenue.

Net cash provided by operating activities decreased \$54.8 million to \$18.9 million for 2009 compared to net cash provided of \$73.7 million for 2008. The decrease in cash provided by operations was due primarily to several factors, including: (i) a decrease in revenues of \$56.8 million and (ii) a decrease from a net change in current operating assets and liabilities of \$10.9 million partially offset by a decrease in broadcast expenses of \$12.0 million.

Net cash used in investing activities was \$3.2 million in the 2010 three month period compared to net cash used in investing activities of \$5.5 million for the 2009 three month period. The decrease in cash used in investing activities was largely due to decreased spending for equipment.

Net cash used in investing activities increased \$1.2 million to \$17.5 million for 2009 compared to \$16.3 million for 2008. The increase in cash used in investing activities was largely due to increases in capital expenditures for 2009 of \$2.8 million.

Net cash used in financing activities was \$6.1 million in the 2010 three month period compared to net cash used in financing activities of \$9.0 million in the 2009 three month period. This decrease in cash used was due primarily to decreased payments for the amendment of our senior credit facility in the 2010 three month period compared to the 2009 three month period.

Net cash used in financing activities decreased \$26.0 million to \$16.0 million for 2009 compared to \$42.0 million for 2008. In 2008, we issued our Series D perpetual preferred stock and used the proceeds of that issuance along with cash generated from operations to repay a portion of our long-term debt balance. Also, we paid \$8.8 million of dividends in 2008. During 2009, we repaid \$8.6 million of our long-term debt balance, paid \$7.5 million in fees associated with our long-term debt refinancing and suspended the payment of all dividends.

Capital Expenditures

Capital expenditures in the 2010 and 2009 three month periods were \$2.9 million and \$5.2 million, respectively. The 2009 three month period included, in part, capital expenditures relating to the conversion of analog broadcasts to digital broadcasts upon the final cessation of analog transmissions, while the 2010 three month period did not contain as many comparable projects. We anticipate that our capital expenditures for the remainder of 2010 will be \$12.1 million.

Capital expenditures for the years ended December 31, 2009 and 2008 were \$17.8 million and \$15.0 million, respectively. The year ended December 31, 2009 included, in part, capital expenditures relating to the conversion of analog broadcasts to digital broadcasts upon the final cessation of analog transmissions, while the year ended December 31, 2008 did not contain comparable projects. Our senior credit facility limits our capital expenditures to not more than \$15.0 million for the year ending December 31 2010. We expect to fund future capital expenditures with cash from operations and borrowings under our senior credit facility.

Other

[Table of Contents](#)

We file a consolidated federal income tax return and such state or local tax returns as are required. Although we may earn taxable operating income in future years, as of March 31, 2010, we anticipate that through the use of our available loss carryforwards we will not pay significant amounts of federal or state income taxes for the next several years.

We do not believe that inflation has had a significant impact on our results of operations nor do we expect it to have a significant effect upon our business in the near future.

We are a holding company with no material independent assets or operations, other than our investment in our subsidiaries. The aggregate assets, liabilities, earnings and equity of the subsidiary guarantors (as defined in and for purposes of our senior credit facility) are substantially equivalent to our assets, liabilities, earnings and equity on a consolidated basis. The subsidiary guarantors are, directly or indirectly, our wholly owned subsidiaries and the guarantees of the subsidiary guarantors are full, unconditional and joint and several. All of our current and future direct and indirect subsidiaries are subsidiary guarantors. Accordingly, separate financial statements and other disclosures of each of the subsidiary guarantors are not presented because we have no independent assets or operations, the guarantees are full and unconditional and joint and several.

Retirement Plan

We have three defined benefit pension plans. Two of these plans were assumed by us as a result of our acquisitions and are frozen plans. Our active defined benefit pension plan, which we consider to be our primary pension plan, covers substantially all our full-time employees. Retirement benefits under such plan are based on years of service and the employees' highest average compensation for five consecutive years during the last ten years of employment. Our funding policy is consistent with the funding requirements of existing federal laws and regulations under the Employee Retirement Income Security Act of 1974.

A discount rate is selected annually to measure the present value of the benefit obligations. In determining the selection of a discount rate, we estimated the timing and amounts of expected future benefit payments and applied a yield curve developed to reflect yields available on high-quality bonds. The yield curve is based on an externally published index specifically designed to meet the criteria of GAAP. The discount rate selected for determining benefit obligations as of December 31, 2009 was 6.27% which reflects the results of this yield curve analysis. The discount rate used for determining benefit obligations as of December 31, 2008 was 5.79%. Our assumption regarding expected return on plan assets reflects asset allocations, investment strategy and the views of investment managers, as well as historical experience. We use an assumed return of 7.00% for our assets invested in our active pension plan. Actual asset returns for this plan increased in value 14.85% in 2009 and decreased in value 25.28% in 2008. Other significant assumptions include inflation, salary growth, retirement rates and mortality rates. Our inflation assumption is based on an evaluation of external market indicators. The salary growth assumptions reflect our long-term actual experience, the near-term outlook and assumed inflation. Compensation increases over the latest five-year period have been in line with assumptions. Retirement and mortality rates are based on actual plan experience.

During the 2010 three month period, we contributed \$1.5 million to our pension plans. During the remainder of fiscal 2010, we expect to contribute an additional \$2.5 million to our pension plans.

During 2009 and 2008, we contributed \$3.5 million and \$2.9 million, respectively, to all three of our pension plans.

Off-Balance Sheet Arrangements

Operating Commitments

We have various operating lease commitments for equipment, land and office space. We also have commitments for various syndicated television programs.

We have two types of syndicated television program contracts: first run programs and off network reruns. The first run programs are programs such as Oprah and the off network programs are programs such as Friends. A difference between the two types of syndicated television programming is that the first run programs have not been produced at the time the contract is signed and the off network programs have been produced. For all syndicated television contracts we record an asset and corresponding liability for payments to be made for the entire "off network" contract period and for only the current year of the "first run" contract period. Only the payments in the current year of the "first run" contracts are recorded on the current balance sheet, because the programs for the later years of the contract period have not been produced and delivered.

Obligation to UK

[Table of Contents](#)

On October 12, 2004, the University of Kentucky (“UK”) awarded a sports marketing agreement jointly to a subsidiary of IMG Worldwide, Inc. (“IMG”) and us (the “UK Agreement”). The UK Agreement commenced on April 16, 2005 and has an initial term of seven years, with the option to extend for three additional years.

On July 1, 2006, the terms of the agreement between IMG and us were amended and restated. The amended and restated agreement provides that we will share in profits in excess of certain amounts specified by the agreement, if any, but not losses. The agreement also provides that we will separately retain all local broadcast advertising revenue and pay all local broadcast expenses for activities under the agreement. Under the amended and restated agreement, IMG agreed to make all license fee payments to UK. However, if IMG is unable to pay the license fee to UK, we will then pay the unpaid portion of the license fee to UK. As of March 31, 2010, the aggregate license fees to be paid by IMG to UK over the remaining portion of the full ten-year term (including the optional three year extension) of the agreement is approximately \$45.4 million. If we make advances on behalf of IMG, IMG will then reimburse us for the amount paid within 60 days after the close of each contract year which ends on June 30th. IMG has also agreed to pay interest on any advance at a rate equal to the prime rate. During the three months ended March 31, 2010, and the years ended December 31, 2009 and 2008, we did not advance any amounts to UK on behalf of IMG under this agreement. As of March 31, 2010, we do not consider the risk of non-performance by IMG to be high.

Tabular Disclosure of Contractual Obligations as of December 31, 2009

The following table aggregates our material expected contractual obligations and commitments as of December 31, 2009 (in thousands):

Contractual Obligations	Payment Due by Period				
	Total	Less Than 1 Year 2010	1-3 Years 2011-2012	3-5 Years 2013-2014	More Than 5 Years after 2014
Contractual obligations recorded in our balance sheet as of December 31, 2009:					
Long-term debt obligations(1)	\$ 791,809	\$ 8,080	\$ 16,160	\$ 767,569	\$ —
Long-term accrued facility fee(2)	18,307	—	—	18,307	—
Dividends currently accrued(3)	18,917	—	—	—	18,917
Programming obligations currently accrued(4)	16,802	15,271	1,241	290	—
Interest rate swap agreements(5)	6,344	6,344	—	—	—
Acquisition-related liabilities(6)	1,790	863	834	93	—
Off-balance sheet arrangements as of December 31, 2009:					
Cash interest on long-term debt obligations(7)	261,169	53,568	104,939	102,662	—
Cash interest on long-term accrued facility fee(8)	8,189	1,136	3,487	3,566	—
Operating lease obligations(9)	8,119	1,321	1,780	1,231	3,787
Dividends not currently accrued(10)	85,000	17,000	34,000	34,000	unknown
Purchase obligations not currently accrued(11)	832	832	—	—	—
Programming obligations not currently accrued(12)	22,304	4,502	16,526	1,257	19
Obligation to UK(13)	45,426	7,763	15,963	17,200	4,500
Total	\$ 1,285,008	\$ 116,680	\$ 194,930	\$ 946,175	\$ 27,223

(1) “Long-term debt obligations” represent current and all future payment principal obligations under our senior credit facility. These amounts are recorded as liabilities as of the current balance sheet date. As of December 31, 2009, the interest rate on the balance outstanding under the senior credit facility, excluding effects of interest rate swap agreements, was 6.8%.

(2) “Long-term accrued facility fee” represents a facility fee accrued as of December 31, 2009 under our senior credit facility at a rate of 3.0% per annum, which is payable in subsequent periods.

(3) “Dividends currently accrued” represent Series D perpetual preferred stock dividends accrued as of December 31, 2009 and payable in subsequent periods.

(4) “Programming obligations currently accrued” represent obligations for syndicated television programming whose license period has begun and the product is available. These amounts are recorded as liabilities as of the current balance sheet date.

(5) “Interest rate swap agreements” represent certain contracts that allow us to fix the interest rate on a portion of our long-term debt balance. We have estimated obligations associated with these contracts. Although the fair value of these contracts can fluctuate significantly based on market interest rates, the amounts in the table are estimated settlement amounts. These amounts

[Table of Contents](#)

are recorded as liabilities as of the current balance sheet date.

- (6) "Acquisition related liabilities" represent certain obligations associated with acquisitions of television stations that were completed in prior years. These amounts are recorded as liabilities as of the current balance sheet date.
- (7) "Cash interest on long-term debt obligations" includes estimated interest expense on long-term debt obligations based upon the average debt balances expected in the future and computed using an interest rate of 6.8%. This was the interest rate on the balance outstanding under the senior credit facility, excluding the effects of our interest rate swap agreements, as of December 31, 2009. Our senior credit facility will mature on December 31, 2014.

[Table of Contents](#)

- (8) "Cash interest on long-term accrued facility fee" represents estimated interest expense on the accrued facility fee obligation under our senior credit facility. Effective as of March 31, 2009, we incur a facility fee equal to 3.0% per annum on the outstanding revolving and term loans thereunder. From March 31, 2009 through April 30, 2010, this fee accrues and becomes payable on the respective maturity dates of those loans (March 19, 2014 and December 31, 2014, respectively). From April 30, 2010 until the maturity dates under the senior credit facility, such accrued amounts bear interest at 6.5% per year. These interest payments are included in this item as "cash interest on long-term accrued facility fee." From April 30, 2010 until the maturity dates under our senior credit facility, the fee will be payable in cash on a quarterly basis. This portion of the fee is included in the estimate of "Cash interest on long-term debt obligations" above.
- (9) "Operating lease obligations" represent payment obligations under non-cancelable lease agreements classified as operating leases. These amounts are not recorded as liabilities as of the current balance sheet date.
- (10) "Dividends not currently accrued" represent Series D perpetual preferred stock dividends for future periods and assumes that the \$100 million of Series D perpetual preferred stock remains outstanding in future periods with a dividend rate of 17%. For the column headed "More than 5 years, after 2014," we cannot estimate a dividend amount; due to the perpetual nature of our Series D perpetual preferred stock and its holders' having the right to request that we repurchase such Stock on or after June 30, 2015.
- (11) "Purchase obligations not currently accrued" generally represent payment obligations for equipment. It is our policy to accrue for these obligations when the equipment is received and the vendor has completed the work required by the purchase agreement. These amounts are not recorded as liabilities as of the current balance sheet date because we had not yet received the equipment.
- (12) "Programming obligations not currently accrued" represent obligations for syndicated television programming whose license period has not yet begun or the product is not yet available. These amounts are not recorded as liabilities as of the current balance sheet date.
- (13) "Obligation to UK" represents total obligations, excluding any potential revenues, under the UK Agreement. These amounts are not recorded as liabilities as of the current balance sheet date. See "Off-Balance Sheet Arrangements" immediately preceding this table for additional information concerning this obligation.

Estimates of the amount, timing and future funding obligations under our pension plans include assumptions concerning, among other things, actual and projected market performance of plan assets, investment yields, statutory requirements and demographic data for pension plan participants. Pension plan funding estimates are therefore not included in the table above because the timing and amounts of funding obligations for all future periods cannot be reasonably determined.

Critical Accounting Policies

The preparation of financial statements in conformity with GAAP requires us to make judgments and estimations that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ materially from those reported amounts. We consider our accounting policies relating to intangible assets and income taxes to be critical policies that require judgments or estimations in their application where variances in those judgments or estimations could make a significant difference to future reported results. Our policies concerning intangible assets are disclosed below.

Annual Impairment Testing of Broadcast Licenses and Goodwill

Our annual impairment testing of broadcast licenses and goodwill for each individual television station requires an estimation of the fair value of each broadcast license and the fair value of the entire television station which we consider a reporting unit. Such estimations generally rely on analyses of public and private comparative sales data as well as discounted cash flow analyses that inherently require multiple assumptions relating to the future prospects of each individual television station including, but not limited to: (i) expected long-term market growth characteristics, (ii) estimations regarding a station's future expected viewing audience, (iii) station revenue shares within a market, (iv) future expected operating expenses, (v) costs of capital and (vi) appropriate discount rates. We believe that the assumptions we utilize in analyzing potential impairment of broadcast licenses and/or goodwill for each of our television stations are reasonable individually and in the aggregate. However, these assumptions are highly subjective and changes in any one assumption, or a combination of assumptions, could produce significant differences in the calculated outcomes.

To estimate the fair value of our reporting units, we utilize a discounted cash flow model supported by a market multiple approach. We believe that a discounted cash flow analysis is the most appropriate methodology to test the recorded value of long-term assets with a demonstrated long-lived/enduring franchise value. We believe the results of the discounted cash flow and market multiple approaches provide reasonable estimates of the fair value of our reporting units because these approaches are based on our actual results and reasonable estimates of future performance, and also take into consideration a number of other factors deemed relevant by us, including but not limited to, expected future market revenue growth, market revenue shares and operating profit margins. We have consistently used these approaches in determining the fair value of our goodwill. We also consider a market multiple valuation method to corroborate our discounted cash flow analysis. We believe that this methodology is consistent with the approach that any strategic market participant would utilize if they were to value one of our television stations.

As of December 31, 2009, the recorded value of our broadcast licenses and goodwill was approximately \$819.0 million and \$170.5 million, respectively. As of December 31, 2008, the recorded value of our broadcast licenses and goodwill was approximately \$819.0 million and \$170.5 million, respectively.

As of December 31, 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write-down of \$98.6 million in the recorded value of our goodwill at seven of our stations and a write-down of \$240.1 million in the recorded value of our broadcast licenses at 23 of our stations. We did not record an impairment expense related to our broadcast licenses or goodwill during 2009 or 2007. Neither of these asset types are amortized; however, they are both subject to impairment testing.

Prior to January 1, 2002, acquired broadcast licenses were valued at the date of acquisition using a residual method. The recorded value of these broadcast licenses as of December 31, 2009 and 2008 was approximately \$341.0 million. The impairment charge recorded as of December 31, 2008 for these broadcast licenses approximated \$129.6 million. After December 31, 2001, acquired broadcast licenses were valued at the date of acquisition using an income method that assumes an initial hypothetical start-up operation. This change in methodology was due to a change in accounting requirements. The book value of these broadcast licenses as of December 31, 2009 and 2008 was approximately \$478.0 million. The impairment expense recorded as of December 31, 2008 for these broadcast licenses approximated \$110.5 million. Regardless of whether we initially recorded the value of our broadcast licenses using the residual or the income method, for purposes of testing for potential impairment we use the income method to estimate the fair value of our broadcast licenses.

We test for impairment of broadcast licenses and goodwill on an annual basis on the last day of each fiscal year. However, we will test for impairment during any reporting period if certain triggering events occur. The two most recent impairment testing dates were as of December 31, 2009 and 2008. A summary of the significant assumptions used in our impairment analyses of broadcast licenses and goodwill as of December 31, 2009 and 2008 is presented below. Following the summary of assumptions is a sensitivity analysis of those assumptions as of December 31, 2009. Our reporting units, allocations of our broadcast licenses and goodwill and our methodologies were consistent as of both testing dates.

	As of December 31	
	2009	2008
(Dollars in millions)		
Pre-tax impairment charge:		
Broadcast licenses	\$ —	\$240.1
Goodwill	\$ —	\$ 98.6
Significant assumptions:		
Forecast period	10 years	10 years
Increase or (decrease) in market advertising revenue for projection year compared to latest historical period(1)	(4.4)% to 8.9%	(15.8)% to (2.3)%
Positive or (negative) advertising revenue compound growth rate for forecast period	(0.3)% to 3.7%	1.1% to 3.4%
Operating cash flow margin:		
Broadcast licenses	8.3% to 50.0%	11.0% to 50.0%
Goodwill	11.1% to 50.0%	11.5% to 50.0%
Discount rate:		
Broadcast licenses	9.50%	10.50%
Goodwill	10.50%	11.50%

(1) Depending on whether the first year of the respective projection period is an even- or odd-numbered year, assumptions relating to market advertising growth rates can vary significantly from year to year reflecting the significant cyclical impact of political advertising in even-numbered years. The fiscal 2009 analysis generally anticipated an increase in revenues for fiscal 2010. As a result, overall future projected revenue growth rates thereafter were low given the high starting point of these projections. Conversely, since the fiscal 2008 analysis assumed cyclically low revenues for fiscal 2009, the subsequent projected growth rates were higher.

When estimating the fair value of our broadcast licenses and goodwill, we make assumptions regarding revenue growth rates, operating cash flow margins and discount rates. These assumptions require substantial judgment. Although we did not record an impairment charge for the year ended December 31, 2009, we may have recorded such an adjustment if we had changed certain assumptions. The following table contains a sensitivity analysis of these assumptions and a hypothetical impairment charge that would have resulted if our advertising revenue growth rate and our operating cash flow margin had been revised lower or if our discount rate had been revised higher. We also provide a hypothetical impairment charge assuming a 5.0% and 10.0% decrease in the fair value of our broadcast licenses and enterprise values.

	Hypothetical Impairment Charge As of December 31, 2009	
	Broadcast License	Goodwill
(In millions)		
Hypothetical change:		
A 100 basis point decrease in advertising revenue growth rate throughout the forecast period	\$29.4	\$3.9
A 100 basis point decrease in operating cash flow margin throughout the forecast period	\$ 0.5	\$ —
A 100 basis point increase in the applicable discount rate	\$29.9	\$4.2
A 5% reduction in the fair value of broadcast licenses and enterprise values	\$ 1.1	\$ —
A 10% reduction in the fair value of broadcast licenses and enterprise values	\$ 6.8	\$2.8

These hypothetical non-cash impairment charges would not have any direct impact on our liquidity, senior credit facility covenant compliance or future results of operations. Our historical operating results may not be indicative of our future operating results. Our future ten-year discounted cash flow analysis, which fundamentally supports our estimated fair values as of December 31, 2009, reflected certain assumptions relating to the expected impact of the current general economic recession and dislocation of the credit markets.

In addition, the change in macroeconomic factors impacting the credit markets caused us to decrease our assumed discount rate to 9.5% for valuing broadcast licenses and to 10.5% for valuing goodwill in 2009 as compared to the 10.5% discount rate used to value broadcast licenses and the 11.5% rate used to value goodwill in 2008. The discount rates used in our impairment analysis were based upon the after-tax rate determined using a weighted-average cost of capital calculation for media companies. In calculating the discount rates, we considered estimates of the long-term mean market return, industry beta, corporate borrowing rate, average industry debt to capital ratio, average industry equity capital ratio, risk free rate and the tax rate. We believe using a discount rate based on a weighted-average cost of capital calculation for media companies is appropriate because it would be reflective of rates active participants in the media industry would utilize in valuing broadcast licenses and/or broadcast enterprises

Valuation of Network Affiliation Agreements

We believe that the value of a television station is derived primarily from the attributes of its broadcast license. These attributes have a significant impact on the audience for network programming in a local television market compared to the national viewing patterns of the same network programming.

Certain other broadcasting companies have valued network affiliations on the basis that it is the affiliation and not the other attributes of the station, including its broadcast license, that contributes to the operational performance of that station. As a result, we believe that these broadcasting companies allocate a significant portion of the purchase price for any station that they may acquire to the network affiliation relationship and include in their network affiliation valuation amounts related to attributes which we believe are more appropriately reflected in the value of the broadcast license or goodwill.

The methodology we used to value these stations was based on our evaluation of the broadcast licenses acquired and the characteristics of the markets in which they operated. Given our assumptions and the specific attributes of the stations we acquired from 2002 through December 31, 2009, we ascribed no incremental value to the incumbent network affiliation relationship in each market beyond the cost of negotiating a new agreement with another network and the value of any terms of the affiliation agreement that were more favorable or unfavorable than those generally prevailing in the market.

Some broadcast companies may use methods to value acquired network affiliations different than those that we use. These different methods may result in significant variances in the amount of purchase price allocated to these assets among broadcast companies.

If we were to assign higher values to all of our network affiliations and less value to our broadcast licenses or goodwill and if it is further assumed that such higher values of the network affiliations are definite-lived intangible assets, this reallocation of value might have a significant impact on our operating results. It should be noted that there is diversity of practice within the industry, and some broadcast companies have considered such network affiliation intangible assets to have a life ranging from 15 to 40 years depending on the specific assumptions utilized by those broadcast companies.

The following table reflects the hypothetical impact of the reassignment of value from broadcast licenses to network affiliations for all our prior acquisitions (the first acquisition being in 1994) and the resulting increase in amortization expense assuming a hypothetical 15-year amortization period as of our most recent impairment testing date of December 31, 2009 (in thousands, except per share data):

	As Reported	Percentage of Total Value Reassigned to Network Affiliation Agreements	
		50%	25%
Balance Sheet (As of December 31, 2009):			
Broadcast licenses	\$818,981	\$262,598	\$540,789
Other intangible assets, net (including network affiliation agreements)	1,316	185,347	93,332
Statement of Operations (For the year ended December 31, 2009):			
Amortization of intangible assets	577	36,626	18,602
Operating income	43,079	7,030	25,054
Net loss	(23,047)	(45,037)	(34,042)
Net loss available to common stockholders	(40,166)	(62,156)	(51,161)
Net loss available to common stockholders, per share — basic and diluted	\$ (0.83)	\$ (1.28)	\$ (1.05)

In future acquisitions, the valuation of the network affiliations may differ from the values of previous acquisitions due to the different characteristics of each station and the market in which it operates.

Market Capitalization

When we test our broadcast licenses and goodwill for impairment, we also consider our market capitalization. During 2009, our market capitalization increased from its 2008 lows. As of December 31, 2009, our market capitalization was less than our book value and it remains less than book value as of the date of this filing. We believe the decline in our stock price has been influenced, in part, by the current state of the national credit market and the national economic recession. We believe that it is appropriate to view the current state of credit markets and recession as relatively temporary in relation to reporting units that have demonstrated long-lived/enduring franchise value. Accordingly, we believe that a variance between market capitalization and fair value can exist and that difference could be significant at points in time due to intervening macroeconomic influences.

Income Taxes

We have approximately \$285.3 million in federal operating loss carryforwards, which expire during the years 2020 through 2029. Additionally, we have an aggregate of approximately \$328.6 million of various state operating loss carryforwards. We project to have taxable income in the carryforward periods. Therefore, we believe that it is more likely than not that the federal net operating loss carryforwards will be fully utilized.

A valuation allowance has been provided for a portion of the state net operating loss carryforwards. We believe that it will not meet the more likely than not threshold in certain states due to the uncertainty of generating sufficient income. Therefore, the state valuation allowance at December 31, 2009 and 2008 was \$6.2 million and \$4.6 million, respectively. As of December 31, 2009 and 2008, a full valuation allowance of \$264,000 and \$261,000, respectively, has been provided for the capital loss carryforwards, as we believe that we will not meet the more likely than not threshold due to the uncertainty of generating sufficient capital gains in the carryforward period.

Recent Accounting Pronouncements

Various authoritative accounting organizations have issued accounting pronouncements that we will be required to adopt at a future date. Either (i) we have reviewed these pronouncements and concluded that their adoption will not have a material affect upon our liquidity or results of operations or (ii) we are continuing to evaluate the pronouncements. See Note 1. "Description of Business and Summary of Significant Accounting Policies" of our audited consolidated financial statements included elsewhere in this prospectus for further discussion of recent accounting principles.

BUSINESS

General

We are a television broadcast company operating 36 television stations serving 30 markets. Seventeen of our stations are affiliated with CBS, ten are affiliated with NBC, eight are affiliated with ABC, and one is affiliated with FOX. Our 17 CBS-affiliated stations make us the largest independent owner of CBS affiliates in the United States. In addition, we currently operate 39 digital second channels including one affiliated with ABC, four affiliated with FOX, seven affiliated with CW, 18 affiliated with MyNetworkTV, two affiliated with Universal Sports and seven local news/weather channels, in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels; however, our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. Our combined TV station group reaches approximately 6.3% of total United States households.

We were incorporated in 1897, initially to publish the Albany Herald in Albany, Georgia, and entered the broadcasting industry in 1953. We have a dedicated and experienced senior management team.

For the fiscal year ended December 31, 2009 and the first quarter ended March 31, 2010, we generated revenue of \$270.4 million and \$70.5 million, respectively.

Markets

Gray operates in DMAs ranked between 51-200 and primarily focuses its operations on university towns and state capitals. Our markets include 17 university towns, representing enrollment of approximately 469,000 students, and eight state capitals. We believe university towns and state capitals provide significant advantages as they generally offer more favorable advertising demographics, more stable economics and a stronger affinity between local stations and university sports teams.

We have a strong, market leading position in our markets. Our combined station group has 23 markets with stations ranked #1 in local news audience and 21 markets with stations ranked #1 in overall audience within their respective markets, based on the results of the average of the Nielsen March, May, July and November 2009 ratings reports. Of the 30 markets that we serve, we operate the #1 or #2 ranked station in 29 of those markets. We believe a key driver for our strong market position is the strength of our local news and information programs. Our news audience share outperforms the national average of the networks' audience share with at least twice the NSI national average market share in November 2009 for both 6 p.m. and late night news. We believe that our market position and our strong local revenue stream have enabled us to better preserve our revenues in softer economic conditions compared to many of our peers.

We are diversified across our markets and network affiliations. Our largest market by revenue is Charleston/Huntington, WV, which contributed approximately 7% of our revenues in 2009. Our top 10 markets by revenue contributed 53% of our revenue in 2009. Our 17 CBS-affiliated stations accounted for 49% of our revenues, our 10 NBC-affiliated stations accounted for 36% of our revenues, our 8 ABC-affiliated stations accounted for 15% of our revenues and our 1 FOX-affiliated station accounted for less than 1% of our revenues, for 2009, respectively.

Business Strategy

Our success has been based on the following strategies for growing our revenues and our operating cash flow:

Maintain and Grow our Market Leadership Position. We have the #1 ranking in overall audience in 21 of the 30 markets in which we operate. We are ranked #2 in audience in all of our other markets, except Albany, GA. We have the #1 ranking in local news audience in 23 of our markets and our news audience share outperforms the national average of the networks' audience share with nearly twice the NSI national average market share in November 2009 for both 6 p.m. and late night news.

We believe there are significant advantages in operating the #1 or #2 television broadcasting stations. Strong audience and market share allows us enhance our advertising revenues through price discipline and leadership. We believe a top-rated news platform is critical to capturing incremental sponsorship and political advertising revenue. Our high-quality station group improves our cash flow and allows us additional opportunities to reinvest in our business to further strengthen our network and news ratings. Furthermore, we believe operating the top ranking stations in our various markets allows us to attract and retain top talent.

[Table of Contents](#)

We also believe that our leadership position in the markets we serve gives us additional leverage to negotiate retransmission contracts with multiple system operators MSOs, and we believe it will help us in our potential negotiations with networks upon expiration of our current contracts with them. Our primary network affiliation agreements expire at various dates through January 1, 2016.

We intend to maintain our market leadership position through prudent continued investment in our news and syndicated programs, as well as continued technological advances and program improvements. We are in the process of converting our local studios to be able to provide HD in select markets to further enhance the visual quality of our local programs, which we believe can drive incremental viewership, and expect to continue to invest in local HD conversion over the next few years.

Pursue New Media Opportunities. We currently operate web, mobile and desktop applications in all of our markets. We have focused on expanding the applicable local content, such as news, weather and sports, on our websites to drive increased traffic. We have experienced strong growth in internet page views in the past, with page views growing at a 57% compound annual growth rate from 2003 and 2009, and anticipate continued growth in the future.

Our aggregate internet revenues are derived from two sources. The first source is advertising or sponsorship opportunities directly on our websites. We call this "direct internet revenue." The other revenue source is television advertising time purchased by our clients to directly promote their involvement in our websites. We refer to this internet revenue source as "internet-related commercial time sales." In the future, we anticipate our direct internet revenue will grow at a faster pace relative to our internet-related commercial time sales.

We are a member of the OMVC, which aims to accelerate the development and rollout of mobile DTV products and services, maximizing the full potential of the digital television spectrum. We are currently testing mobile television in the Omaha and Lincoln, Nebraska markets.

Monetize Digital Spectrum. We currently operate 39 digital second channels, including one affiliated with ABC, four affiliated with FOX, seven affiliated with CW, 18 affiliated with MyNetworkTV, two affiliated with the Universal Sports Network and seven local news/weather channels, in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels, except that our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. In the year ended December 31, 2009, we generated \$7.1 million in revenue from our digital second channels.

Our strategy is to expand upon our digital offerings, evaluating potential opportunities from time to time either on our own and/or in partnership with other companies, as such opportunities present themselves. We intend to aggressively pursue the use of our spectrum for additional opportunities such as local video on demand, music on demand and other digital downloads. We also intend to evaluate opportunities to use spectrum for future delivery of television broadcasts to handheld and other mobile devices.

Prudent Cost Management. Historically, we have closely managed our costs to maintain our margins. We believe that our market leadership position gives us additional negotiating leverage to enable us to lower our syndicated programming costs. We have increased the efficiency of our stations by automating processes as a part of the conversion of local studios to digital. As of December 31, 2009, we had reduced our total number of employees by 241, or 9.9% since December 31, 2007. We also lowered our syndicated programming costs by \$1.1 million during the year ended December 31, 2009. We intend to continue to seek and implement additional cost saving opportunities in the future.

Acquisitions, Investments and Divestitures

In 1993, we implemented a strategy to foster a significant portion of our growth through strategic acquisitions and select divestitures. Since January 1, 1994, our significant acquisitions have included 33 television stations. We completed our most recent acquisition on March 3, 2006. Our acquisition, investment and divestiture activities during the most recent five years are described below.

2006 Acquisition

On March 3, 2006, we completed the acquisition of the stock of Michiana Telecasting Corp., owner of WNDU-TV, the NBC affiliate in South Bend, Indiana, from the University of Notre Dame for \$88.9 million, which included certain working capital adjustments and transaction fees. We financed this acquisition with borrowings under our senior credit facility.

2005 Spinoff

On December 30, 2005, we completed the spinoff of all of the outstanding stock of TCM. Immediately prior to the spinoff, we contributed all of the membership interests in Gray Publishing, LLC which owned and operated our Gray Publishing and GrayLink Wireless businesses and certain other assets, to TCM. In the spinoff, each of the holders of our common stock received one share of TCM common stock for every ten shares of our common stock and each holder of our Class A common stock received one share of TCM common stock for every ten shares of our Class A common stock. As part of the spinoff, we received a cash dividend of approximately \$44.0 million from TCM. We used the dividend proceeds to reduce our outstanding indebtedness.

2005 Acquisitions

On November 30, 2005, we completed the acquisition of the assets of WSAZ-TV, the NBC affiliate in Charleston/Huntington, West Virginia. We purchased these assets from Emmis Communications Corp. for approximately \$185.8 million in cash plus certain transaction fees. We financed this acquisition with borrowings under the senior credit facility we then had in place.

On November 10, 2005, we completed the acquisition of the assets of WSWG-TV, the UPN affiliate serving the Albany, Georgia television market. We purchased these assets from P.D. Communications, LLC for \$3.75 million in cash. We used a portion of our cash on hand to fund this acquisition. After the acquisition, we obtained a CBS affiliation for this station.

On January 31, 2005, we completed the acquisition of KKCO-TV from Eagle III Broadcasting, LLC. We acquired this station for approximately \$13.5 million plus certain transaction fees. KKCO-TV serves the Grand Junction, Colorado television market and is an NBC affiliate. We used a portion of our cash on hand to fully fund this acquisition.

During 2005, we acquired an FCC license to operate a low power television station, WAHU-TV, in the Charlottesville, Virginia television market. We currently operate WAHU-TV as a FOX affiliate.

Revenues

Our revenues are derived primarily from local, regional and national advertising. Our revenues are derived to a much lesser extent from retransmission consent fees; network compensation; studio and tower space rental; and commercial production activities. "Advertising" refers primarily to advertisements broadcast by television stations, but it also includes advertisements placed on a television station's website. Advertising rates are based upon a variety of factors, including: (i) a program's popularity among the viewers an advertiser wishes to attract, (ii) the number of advertisers competing for the available time, (iii) the size and demographic makeup of the market served by the station and (iv) the availability of alternative advertising media in the market area. Rates are also determined by a station's overall ratings and in-market share, as well as the station's ratings and market share among particular demographic groups that an advertiser may be targeting. Because broadcast stations rely on advertising revenues, they are consequently sensitive to cyclical changes in the economy. The sizes of advertisers' budgets, which can be affected by broad economic trends, can affect the broadcast industry in general and the revenues of individual broadcast television stations.

Our revenues fluctuate significantly between years, consistent with, among other things, increased political advertising expenditures in even-numbered years.

We derive a material portion of our advertising revenue from the automotive and restaurant industries. In 2009, we earned approximately 17% and 12% of our total revenue from the automotive and restaurant categories, respectively. In 2008, we earned approximately 19% and 10% of our total revenue from the automotive and restaurant categories, respectively. Our business and operating results could be materially adversely affected if automotive or restaurant-related advertising revenues decrease. Our business and operating results could also be materially adversely affected if revenue decreased from one or more other significant advertising categories, such as the communications, entertainment, financial services, professional services or retail industries.

Our Stations and Their Markets

Each of our stations is affiliated with a major network pursuant to an affiliation agreement. Each affiliation agreement provides the affiliated station with the right to broadcast all programs transmitted by the affiliated network. Our primary network affiliation agreements expire at various dates through January 1, 2016. The following table is a list of all our owned and operated television stations.

[Table of Contents](#)

DMA Rank (a)	Market	Station	Primary Network		Secondary Network		Broadcast License Expiration	Primary Network	
			Affil.(b)	Exp.(c)	Affil.(b)	Exp.(c)		Station Rank in DMA(d)	News Rank in DMA(e)
59	Knoxville, TN	WVLT	CBS	12/31/14	My Net.	10/04/11	08/01/05(i)	2	2
62	Lexington, KY	WKYT	CBS	12/31/14	CW	09/17/14	08/01/05(i)	1	1
63	Charleston/Huntington, WV	WSAZ	NBC	01/01/12	My Net.	10/04/11	10/01/12	1	1
69	Wichita/Hutchinson, KS	KAKE	ABC	12/31/13	NA	NA	06/01/06(i)	2	2
	(Colby, KS)	KLBY(f)	ABC	12/31/13	NA	NA	06/01/06(i)	2	2
	(Garden City, KS)	KUPK(f)	ABC	12/31/13	NA	NA	06/01/06(i)	2	2
76	Omaha, NE	WOWT	NBC	01/01/12	Universal Sports	12/31/11	06/01/06(i)	2	1
85	Madison, WI	WMTV	NBC	01/01/12	News	NA	12/01/05(i)	2	2
89	Waco-Temple-Bryan, TX	KWTX	CBS	12/31/14	CW	12/31/14	08/01/06(i)	1	1
	(Bryan, TX)	KBTX(g)	CBS	12/31/14	CW	12/31/14	08/01/06(i)	1	1
91	South Bend, IN	WNDU	NBC	01/01/12	NA	NA	08/01/13	2	2
92	Colorado Springs, CO	KKTU	CBS	12/31/14	My Net.	10/04/11	04/01/06(i)	1	2
103	Greenville/New Bern/Washington, NC	WITN	NBC	01/01/12	My Net.	10/04/11	12/01/04(i)	2	1
105	Lincoln/Hastings/Kearney, NE	KOLN	CBS	12/31/14	My Net.	10/04/11	06/01/06(i)	1	1
	Grand Island, NE	KGIN(h)	CBS	12/31/14	My Net.	10/04/11	06/01/06(i)	1	1
106	Tallahassee, FL/Thomasville, GA	WCTV	CBS	12/31/14	My Net.	10/04/11	04/01/13	1	1
108	Reno, NV	KOLO	ABC	12/31/13	Universal Sports	01/09/11	10/01/06(i)	1	1
114	Augusta, GA	WRDW	CBS	12/31/14	My Net.	10/04/11	04/01/13	1	1
					News	NA			
115	Lansing, MI	WILX	NBC	01/01/12	News	NA	10/01/05(i)	2	1
127	La Crosse/Eau Claire, WI	WEAU	NBC	01/01/12	News	NA	12/01/05(i)	1	1
134	Rockford, IL	WIFR	CBS	12/31/14	News	NA	12/01/05(i)	1	1
135	Wausau/Rhineland, WI	WSAW	CBS	12/31/14	My Net.	10/04/11	12/01/05(i)	1	1
					News	NA			
136	Topeka, KS	WIBW	CBS	12/31/14	My Net.	10/04/11	06/01/06(i)	1	1
145	Albany, GA	WSWG	CBS	12/31/14	My Net.	10/04/11	04/01/13	3	NA(j)
151	Panama City, FL	WJHG	NBC	01/01/12	CW	09/17/12	02/01/05(i)	1	1
					My Net.	10/04/11			
161	Sherman, TX/Ada, OK	KXII	CBS	12/31/14	FOX	06/30/11	08/01/06(i)	1	1
					My Net.	10/04/11			
172	Dothan, AL	WTVY	CBS	12/31/14	CW	09/01/12	04/01/13	1	1
					My Net.	10/04/11			
178	Harrisonburg, VA	WHSV	ABC	12/31/13	ABC	12/31/13	10/01/12	1	1
					FOX	06/30/11			
					My Net.	10/04/11			
182	Bowling Green, KY	WBKO	ABC	12/31/13	FOX	06/30/11	08/01/05(i)	1	1
					CW	09/01/13			
183	Charlottesville, VA	WCAV	CBS	12/31/14	News	NA	10/01/12	2	2
		WVAW	ABC	12/31/13	NA	NA	10/01/12	3	4
		WAHU	FOX	06/30/11	My Net.	10/04/11	01/01/12	4	3
184	Grand Junction, CO	KKCO	NBC	01/01/16	NA	NA	04/01/06(i)	1	1
185	Meridian, MS	WTOK	ABC	12/31/13	CW	09/15/10	06/01/05(i)	1	1
					My Net.	10/04/11			
194	Parkersburg, WV	WTAP	NBC	01/01/12	FOX	06/30/11	10/01/04(i)	1	1
					My Net.	10/04/11			
(k)	Hazard, KY	WYMT	CBS	12/31/14	NA	NA	08/01/05(i)	1	1

(a) DMA rank based on data published by Nielsen or other public sources for the 2009-2010 television season.

(b) Indicates network affiliations. The majority of our stations are affiliated with a network. We also have independent stations and stations broadcasting local news and weather. Such stations are identified as "News."

[Table of Contents](#)

- (c) Indicates date of expiration of network license.
- (d) Based on the average of Nielsen data for the March, May, July and November 2009 rating periods (except for Hazard, KY, as described in note (k)), measured from Sunday to Saturday, 6 a.m. to 2 a.m.
- (e) Based on our review of Nielsen data for the March, May, July and November 2009 rating periods (except for Hazard, KY, as described in note (k)) for various news programs.
- (f) KLBY-TV and KUPK-TV are satellite stations of KAKE-TV under FCC rules. KLBY-TV and KUPK-TV retransmit the signal of the primary station and may offer some locally originated programming, such as local news.
- (g) KBTX-TV is a satellite station of KWTX-TV under FCC rules. KBTX-TV retransmits the signal of the primary station and may offer some locally originated programming, such as local news.
- (h) KGIN-TV is a satellite station of KOLN-TV under FCC rules. KGIN-TV retransmits the signal of the primary station and may offer some locally originated programming, such as local news.
- (i) We have filed a license renewal application with the FCC, and renewal is pending. We anticipate that all pending applications will be renewed in due course.
- (j) This station does not currently broadcast local news that is specific to the Albany, Georgia market.
- (k) The rankings shown for WYMT-TV are based on Nielsen data for the trading area for the four most recent reporting periods, which are November 2008 and February, May and November 2009.

Television Industry Background

The FCC grants broadcast licenses to television stations. Historically, there have been a limited number of channels available for broadcasting in any one geographic area.

Television station revenues are derived primarily from local, regional and national advertising. Television station revenues are derived to a much lesser extent from retransmission consent fees; network compensation; studio and tower space rental; and commercial production activities. Advertising rates are based upon a variety of factors, including: (i) a program's popularity among the viewers an advertiser wishes to attract, (ii) the number of advertisers competing for the available time, (iii) the size and demographic makeup of the market served by the station and (iv) the availability of alternative advertising media in the market area. Rates are also determined by a station's overall ratings and in-market share, as well as the station's ratings and market share among particular demographic groups that an advertiser may be targeting. Because broadcast stations rely on advertising revenues, they are sensitive to cyclical changes in the economy. The sizes of advertisers' budgets, which can be affected by broad economic trends, can affect the broadcast industry in general and the revenues of individual broadcast television stations.

Television stations in the country are grouped by Nielsen, a national audience measuring service, into approximately 210 generally recognized television markets or DMAs. These markets are ranked in size according to various formulae based upon actual or potential audience. Each DMA is an exclusive geographic area consisting of all counties in which the home-market commercial stations receive the greatest percentage of total viewing hours. Nielsen periodically publishes data on estimated audiences for the television stations in the various television markets throughout the country.

Station Network Affiliations

Four major broadcast networks, ABC, NBC, CBS and FOX, dominate broadcast television in terms of the amount of original programming provided to network affiliates. CW and MyNetworkTV provide their affiliates with a smaller portion of each day's programming compared to ABC, NBC, CBS and FOX.

Most successful commercial television stations obtain their brand identity from locally produced news programs. Notwithstanding this, however, the affiliation of a station with one of the four major networks can have a significant impact on the station's programming, revenues, expenses and operations. A typical affiliate of these networks receives the majority of each day's programming from the network. The network provides an affiliate this programming, along with cash payments ("network compensation") in certain instances, in exchange for a substantial majority of the advertising time available for sale during the airing

[Table of Contents](#)

of network programs. The network then sells this advertising time and retains the revenues. The affiliate retains revenues from advertising time sold for time periods between network programs and for programs the affiliate produces or purchases from non-network sources. In seeking to acquire programming to supplement network-supplied programming, the affiliates compete primarily with other affiliates and independent stations in their markets. Cable systems generally do not compete with local stations for programming, although various national cable networks from time to time have acquired programs that would have otherwise been offered to local television stations.

A television station may also acquire programming through barter arrangements. Under a barter arrangement, a national program distributor retains a fixed amount of advertising time within the program in exchange for the programming it supplies. The television station may pay a fixed fee for such programming.

We account for trade or barter transactions involving the exchange of tangible goods or services with our customers. The revenue is recorded at the time the advertisement is broadcast and the expense is recorded at the time the goods or services are used. The revenue and expense associated with these transactions are based on the fair value of the assets or services received.

We do not account for barter revenue and related barter expense generated from network or syndicated programming.

In contrast to a network-affiliated station, independent stations purchase or produce all of the programming they broadcast, generally resulting in higher programming costs. Independent stations, however, retain their entire inventory of advertising time and all related revenues. When compared to major networks such as ABC, CBS, NBC and FOX, certain networks such as CW and MyNetworkTV produce a smaller amount of network-provided programming. Affiliates of CW or MyNetworkTV must purchase or produce a greater amount of their non-network programming, generally resulting in higher programming costs. Affiliates of CW or MyNetworkTV retain a larger portion of their advertising time inventory and the related revenues compared to stations affiliated with the major networks.

Cable-originated programming is a significant competitor of broadcast television programming. However, no single cable programming network regularly attains audience levels exceeding a small fraction of those of any major broadcast network. Cable networks' advertising share has increased due to the growth in cable penetration (the percentage of television households that are connected to a cable system). Despite increases in cable viewership, and increases in advertising, growth in direct broadcast satellite ("DBS") and other multi-channel video program distribution services, over-the-air broadcasting remains the dominant distribution system for mass-market television advertising.

Seasonality

Broadcast advertising revenues are generally highest in the second and fourth quarters each year. This seasonality results partly from increases in consumer advertising in the spring and retail advertising in the period leading up to and including the holiday season. Broadcast advertising revenues are also generally higher in even-numbered years, due to spending by political candidates, political parties and special interest groups. This political spending typically is heaviest during the fourth quarter.

Competition

Television stations compete for audiences, certain programming (including news) and advertisers. Signal coverage and assigned frequency also materially affect a television station's competitive position.

Audience

Stations compete for audience based on broadcast program popularity, which has a direct effect on advertising rates. Affiliated networks supply a substantial portion of our stations' daily programming. Stations depend on the performance of the network programs to attract viewers. There can be no assurance that any such current or future programming created by our affiliated networks will achieve or maintain satisfactory viewership levels in the future. Stations program non-network time periods with a combination of locally produced news, public affairs and other entertainment programming, including national news or syndicated programs purchased for cash, cash and barter, or barter only.

Cable and satellite television have significantly altered competition for audience in the television industry. Cable and satellite television can increase a broadcasting station's competition for viewers by bringing into the market distant broadcasting signals not otherwise available to the station's audience and by serving as a distribution system for non-broadcast programming.

[Table of Contents](#)

Other sources of competition include home entertainment systems, “wireless cable” services, satellite master antenna television systems, low-power television stations, television translator stations, DBS video distribution services and the internet.

Recent developments by many companies, including internet service providers, are expanding the variety and quality of broadcast content on the internet. Internet companies have developed business relationships with companies that have traditionally provided syndicated programming, network television and other content. As a result, additional programming is becoming available through non-traditional methods, which can directly impact the number of TV viewers, and thus indirectly impact station rankings, popularity and revenue possibilities from our stations.

Programming

Competition for non-network programming involves negotiating with national program distributors, or syndicators, that sell first-run and rerun programming packages. Each station competes against the other broadcast stations in its market for exclusive access to off-network reruns (such as Friends) and first-run programming (such as Oprah). Broadcast stations compete also for exclusive news stories and features. Cable systems generally do not compete with local stations for programming, although various national cable networks from time to time have acquired programs that would have otherwise been offered to local television stations.

Advertising

Advertising rates are based upon: (i) the size of a station’s market, (ii) a station’s overall ratings, (iii) a program’s popularity among targeted viewers, (iv) the number of advertisers competing for available time, (v) the demographic makeup of the station’s market, (vi) the availability of alternative advertising media in the market, (vii) the presence of effective sales forces and (viii) the development of projects, features and programs that tie advertiser messages to programming. Advertising revenues comprise the primary source of revenues for our stations. Our stations compete with other television stations for advertising revenues in their respective markets. Our stations also compete for advertising revenue with other media, such as newspapers, radio stations, magazines, outdoor advertising, transit advertising, yellow page directories, direct mail, internet and local cable systems. In the broadcasting industry, advertising revenue competition occurs primarily within individual markets.

Federal Regulation of Our Business

General

Under the Communications Act, television broadcast operations such as ours are subject to the jurisdiction of the FCC. Among other things, the Communications Act empowers the FCC to: (i) issue, revoke and modify broadcasting licenses; (ii) regulate stations’ operations and equipment; and (iii) impose penalties for violations of the Communications Act or FCC regulations. The Communications Act prohibits the assignment of a license or the transfer of control of a licensee without prior FCC approval.

License Grant and Renewal

The FCC grants broadcast licenses to television stations for terms of up to eight years. Broadcast licenses are of paramount importance to the operations of our television stations. The Communications Act requires the FCC to renew a licensee’s broadcast license if the FCC finds that: (i) the station has served the public interest, convenience and necessity; (ii) there have been no serious violations of either the Communications Act or the FCC’s rules and regulations; and (iii) there have been no other violations which, taken together, would constitute a pattern of abuse. Historically the FCC has renewed broadcast licenses in substantially all cases. While we are not currently aware of any facts or circumstances that might prevent the renewal of our stations’ licenses at the end of their respective license terms, we cannot provide any assurances that any license could be renewed. Our failure to renew any licenses upon the expiration of any license term could have a material adverse effect on our business. Under FCC rules, a license expiration date is automatically extended pending the review and approval of the renewal application. For further information regarding the expiration dates of our stations’ current licenses and renewal application status, see the table under the heading “Our Stations and Their Markets.”

Ownership Rules

The FCC’s broadcast ownership rules affect the number, type and location of broadcast and newspaper properties that we may hold or acquire. The rules now in effect limit the common ownership, operation or control of, and “attributable” interests or voting

power in: (i) television stations serving the same area; (ii) television stations and daily newspapers serving the same area; and (iii) television stations and radio stations serving the same area. The rules also limit the aggregate national audience reach of television stations that may be under common ownership, operation and control, or in which a single person or entity may hold an official position or have more than a specified interest or percentage of voting power. The FCC's rules also define the types of positions and interests that are considered attributable for purposes of the ownership limits, and thus also apply to our principals and certain investors.

The FCC is required by statute to review all of its broadcast ownership rules every four years to determine if such rules remain necessary in the public interest. The FCC completed a comprehensive review of its ownership rules in 2003, significantly relaxing restrictions on the common ownership of television stations, radio stations and daily newspapers within the same local market. However, in 2004, the United States Court of Appeals for the Third Circuit vacated many of the FCC's 2003 rule changes. The court remanded the rules to the FCC for further proceedings and extended a stay on the implementation of the new rules. In 2007, the FCC adopted a Report and Order addressing the issues remanded by the Third Circuit and fulfilling the FCC's obligation to review its media ownership rules every four years. That Order left most of the FCC's pre-2003 ownership restrictions in place, but made modifications to the newspaper/broadcast cross-ownership restriction. A number of parties appealed the FCC's order; those appeals were consolidated in the Third Circuit in 2008 and remain pending. The Third Circuit initially stayed implementation of the 2007 changes to the newspaper/broadcast cross-ownership restriction, but recently lifted the stay and set a briefing schedule for the pending appeals. We cannot provide any assurances regarding the outcome of the appeals, or the potential impact thereof on our business. In 2010, the FCC again will be required to undertake a comprehensive review of its broadcast ownership rules to determine whether the rules remain necessary in the public interest.

Local TV Ownership Rule

The FCC's 2007 actions generally reinstated the FCC's pre-2003 local television ownership rules. Under those rules, one entity may own two commercial television stations in a DMA as long as no more than one of those stations is ranked among the top four stations in the DMA and eight independently owned, full-power stations will remain in the DMA. Waivers of this rule may be available if at least one of the stations in a proposed combination qualifies, pursuant to specific criteria set forth in the FCC's rules, as failed, failing, or unbuilt. The FCC has recently initiated a proceeding to reexamine these rules. No assurances can be provided as to the timing or outcome of any such proceedings, or their impact on our business, financial condition or results of operations.

Cross-Media Limits

The newspaper/broadcast cross-ownership rule generally prohibits one entity from owning both a commercial broadcast station and a daily newspaper in the same community. The radio/television cross-ownership rule allows a party to own one or two TV stations and a varying number of radio stations within a single market. The FCC's 2007 decision left the pre-2003 newspaper/broadcast and radio/television cross-ownership restrictions in place, but provided that the FCC would evaluate newly-proposed newspaper/broadcast combinations under a non-exhaustive list of four public interest factors and apply positive or negative presumptions in specific circumstances. As noted above, a stay implemented by the Third Circuit that precluded these rule changes from taking effect recently was lifted, and the FCC has subsequently initiated a proceeding to reexamine these rules. No assurances can be provided as to the timing or outcome of any such proceedings, or their impact on our business, financial condition or results of operations.

National Television Station Ownership Rule

The maximum percentage of U.S. households that a single owner can reach through commonly owned television stations is 39 percent. This limit was specified by Congress in 2004 and is not affected by the December 2007 FCC decision. The FCC applies a 50 percent "discount" for ultra-high frequency ("UHF") stations, but the FCC indicated in the 2007 decision that it will conduct a separate proceeding to determine how or whether the UHF discount will operate in the future.

As indicated above, the FCC's latest actions concerning media ownership are subject to further judicial and FCC review. We cannot predict the outcome of potential appellate litigation or FCC action.

Attribution Rules

Under the FCC's ownership rules, a direct or indirect purchaser of certain types of our securities could violate FCC regulations if that purchaser owned or acquired an "attributable" interest in other media properties in the same areas as our stations. Pursuant to FCC rules, the following relationships and interests are generally considered attributable for purposes of broadcast ownership restrictions:

[Table of Contents](#)

(i) all officers and directors of a corporate licensee and its direct or indirect parent(s); (ii) voting stock interests of at least five percent; (iii) voting stock interests of at least 20 percent, if the holder is a passive institutional investor (such as an investment company, bank, or insurance company); (iv) any equity interest in a limited partnership or limited liability company, unless properly “insulated” from management activities; (v) equity and/or debt interests that in the aggregate exceed 33 percent of a licensee’s total assets, if the interest holder supplies more than 15 percent of the station’s total weekly programming or is a same-market broadcast company or daily newspaper publisher; (vi) time brokerage of a broadcast station by a same-market broadcast company; and (vii) same-market radio joint sales agreements. The FCC is also considering deeming same-market television joint sales agreements attributable. Management services agreements and other types of shared services arrangements between same-market stations that do not include attributable time brokerage or joint sales components generally are not deemed attributable under the FCC’s rules.

To our knowledge, no officer, director or five percent stockholder currently holds an attributable interest in another television station, radio station or daily newspaper that is inconsistent with the FCC’s ownership rules and policies or with our ownership of our stations.

Alien Ownership Restrictions

The Communications Act restricts the ability of foreign entities or individuals to own or hold interests in broadcast licenses. The Communications Act bars the following from holding broadcast licenses: foreign governments, representatives of foreign governments, non-citizens, representatives of non-citizens, and corporations or partnerships organized under the laws of a foreign nation. Foreign individuals or entities, collectively, may directly or indirectly own or vote no more than 20 percent of the capital stock of a licensee or 25 percent of the capital stock of a corporation that directly or indirectly controls a licensee. The 20 percent limit on foreign ownership of a licensee may not be waived. While the FCC has the discretion to permit foreign ownership in excess of 25 percent in a corporation controlling a licensee, it has rarely done so in the broadcast context.

We serve as a holding company of wholly owned subsidiaries, one of which is a licensee for our stations. Therefore we may be restricted from having more than one-fourth of our stock owned or voted directly or indirectly by non-citizens, foreign governments, representatives of non-citizens or foreign governments, or foreign corporations.

Programming and Operations

Rules and policies of the FCC and other federal agencies regulate certain programming practices and other areas affecting the business or operations of broadcast stations.

The Children’s Television Act of 1990 limits commercial matter in children’s television programs and requires stations to present educational and informational children’s programming. Broadcasters are required to provide at least three hours of children’s educational programming per week on their primary digital channels. This requirement increases proportionately with each free video programming stream a station broadcasts simultaneously (“multicasts”). In October 2009, the FCC issued a Notice of Inquiry (“NOI”) seeking comment on a broad range of issues related to children’s usage of electronic media and the current regulatory landscape that governs the availability of electronic media to children. The NOI remains pending, and we cannot predict what recommendations or further action, if any, will result from it.

In 2007 the FCC adopted an order imposing on broadcasters new public filing and public interest reporting requirements. These new requirements must be approved by the Office of Management and Budget before they become effective, and the OMB has not yet approved them. It is unclear when, if ever, these rules will be implemented. Pursuant to these new requirements, stations that have websites will be required to make certain portions of their public inspection files accessible online. Stations also will be required to file electronically every quarter a new, standardized form that will track various types and quantities of local programming. The form will require information about programming related to: (i) local news and community issues, (ii) local civic affairs, (iii) local electoral affairs, (iv) underserved communities, (v) public service announcements (vi) independently produced programming, and (vii) religious programming. Stations will also have to describe: (i) any efforts made to assess the programming needs of their station’s community, (ii) whether the station is providing required close captioning, (iii) efforts to make emergency information accessible to persons with disabilities and (iv), if applicable, any local marketing or joint sales agreements involving the station. If implemented as proposed by the FCC, the new standardized form will significantly increase recordkeeping requirements for television broadcasters. Several station owners and other interested parties have asked the FCC to reconsider the new reporting requirements and have sought to postpone their implementation. In addition, the order imposing the new rules is currently on appeal in the U.S. Court of Appeals for the District of Columbia Circuit.

In 2007, the FCC issued a Report on Broadcast Localism and Notice of Proposed Rulemaking (the “Report”). The Report tentatively concluded that broadcast licensees should be required to have regular meetings with permanent local advisory boards to ascertain the needs and interests of their communities. The Report also tentatively adopted specific renewal application processing guidelines that would require broadcasters to air a minimum amount of local programming. The Report sought public comment on two additional rule changes that would impact television broadcasters. These rule changes would restrict a broadcaster’s ability to locate a station’s main studio outside the community of license and the right to operate a station remotely. To date, the FCC has not issued a final order on the matter. We cannot predict whether or when the FCC will codify some or all of the specific localism initiatives discussed in the Report.

Over the past few years, the FCC has increased its enforcement efforts regarding broadcast indecency and profanity. In 2006, the statutory maximum fine for broadcast indecency material increased from \$32,500 to \$325,000 per incident. Several judicial appeals of FCC indecency enforcement actions are currently pending, and their outcomes could affect future FCC policies in this area.

EEO Rules

The FCC’s Equal Employment Opportunity (“EEO”) rules impose job information dissemination, recruitment, documentation and reporting requirements on broadcast station licensees. Broadcasters are subject to random audits to ensure compliance with the EEO rules and could be sanctioned for noncompliance.

Cable and Satellite Transmission of Local Television Signals

Under FCC regulations, cable systems must devote a specified portion of their channel capacity to the carriage of local television station signals. Television stations may elect between “must carry” rights or a right to restrict or prevent cable systems from carrying the station’s signal without the station’s permission (“retransmission consent”). Stations must make this election at the same time once every three years, and did so most recently on October 1, 2008. All broadcast stations that made carriage decisions on October 1, 2008 will be bound by their decisions until the end of the current three year cycle on December 31, 2011. Our stations have generally elected retransmission consent and have entered into carriage agreements with cable systems serving their markets.

For those markets in which a DBS carrier provides any local signal, the FCC also has established a market-specific requirement for mandatory carriage of local television stations by DBS operators similar to that for cable systems. The FCC has also adopted rules relating to station eligibility for DBS carriage and subscriber eligibility for receiving signals. There are specific statutory requirements relating to satellite distribution of distant network signals to “unserved households,” households that do not receive a Grade B signal from a local network affiliate. A law governing DBS distribution, the Satellite Home Viewer Extension and Reauthorization Act of 2004 (“SHVERA”), was scheduled to expire at the end of 2009. Congress has extended SHVERA three times. The most recent extension maintains the current law until April 30, 2010. A long-term extension and revision of SHVERA is still expected to be finalized in the near future. We cannot predict the impact of DBS service on our business. We have, however, entered into retransmission consent agreements with DISH Network and DirectTV for the retransmission of our television stations’ signals into the local markets that each of these DBS providers respectively serves.

Digital Television Service

In 1997, the FCC adopted rules for implementing digital television (“DTV”) service. On June 12, 2009, the U.S. finalized its transition from analog to digital service, and full-power television stations were required to cease analog operations and commence digital-only operations. The DTV transition has improved the technical quality of viewers’ television signals and given broadcasters the ability to provide new services, such as high definition television.

Broadcasters may use their digital spectrum to provide either a single DTV signal or multicast several program streams. Broadcasters also may use some of their digital spectrum to offer non-broadcast “ancillary” services such as subscription video, data transfer or audio signals. However, broadcasters must pay the government a fee of five percent of gross revenues received from such ancillary services. Under the FCC’s rules relating to digital broadcasters’ “must carry” rights (which apply to cable and certain DBS systems) digital stations asserting “must carry” rights are entitled to carriage of only a single programming stream and other “program-related” content on that stream, even if they multicast. Now that the DTV transition is complete, cable operators have two options to ensure that all analog cable subscribers continue to be able to receive the signals of stations electing must-carry status. They may choose either to (i) broadcast the signal in digital format for digital customers and “down-convert” the signal to analog format for analog customers or (ii) deliver the signal in digital format to all subscribers and ensure that all subscribers with analog service have set-top boxes that convert the digital signal to analog format.

[Table of Contents](#)

Currently, all of our full-power stations are broadcasting digitally. In 2009, we also began testing mobile DTV broadcasts in one of our markets. Consumers are able to view these broadcasts on handheld devices equipped with a DTV receiver. To date, the FCC has not adopted any regulations that are specific to mobile DTV services, and we cannot predict whether it will do so in the future.

The FCC has adopted rules and procedures regarding the digital conversion of Low Power Television (“LPTV”) stations, TV translator stations and TV booster stations. Under these rules, existing LPTV and TV translator stations may convert to digital operations on their current channels. Alternatively, LPTV and translator licenses may seek a digital “companion” channel for their analog station operations. At a later date, the FCC will determine the date by which those stations obtaining a digital companion channel must surrender one of their channels.

Beginning December 31, 2006, DTV broadcasters were required to comply with Emergency Alert System (“EAS”) rules and ensure that viewers of all programming streams can receive EAS messages.

Broadcast Spectrum

On March 16, 2010, the FCC delivered to Congress a “National Broadband Plan.” The National Broadband Plan, inter alia, makes recommendations regarding the use of spectrum currently allocated to television broadcasters, including seeking the voluntary surrender of certain portions of the television broadcast spectrum and repacking the currently allocated spectrum to make portions of that spectrum available for other wireless communications services. If some or all of our television stations are required to change frequencies or reduce the amount of spectrum they use, our stations could incur substantial conversion costs, reduction or loss of over-the-air signal coverage or an inability to provide high definition programming and additional program streams, including mobile video services. Prior to implementation of the proposals contained in the National Broadband Plan, further action by the FCC or Congress or both is necessary. We cannot predict the likelihood, timing or outcome of any Congressional or FCC regulatory action in this regard nor the impact of any such changes upon our business.

The foregoing does not purport to be a complete summary of the Communications Act, other applicable statutes, or the FCC’s rules, regulations or policies. Proposals for additional or revised regulations and requirements are pending before, are being considered by, and may in the future be considered by, Congress and federal regulatory agencies from time to time. We cannot predict the effect of any existing or proposed federal legislation, regulations or policies on our business. Also, several of the foregoing matters are now, or may become, the subject of litigation, and we cannot predict the outcome of any such litigation or the effect on our business.

Employees

As of December 31, 2009, we had 1,954 full-time employees and 254 part-time employees. As of December 31, 2009, we had 100 full-time employees and 19 part-time employees that were represented by unions. We consider relations with our employees to be good.

Legal Proceedings

From time to time, the Company and its operations are parties to, or targets of, lawsuits, claims, investigations and proceedings. Any such claims are handled and defended in the ordinary course of business. While the Company is unable to predict the outcome of these matters, we do not believe, based upon currently available facts, that the ultimate resolution of any such pending matters will have a material adverse effect on our overall financial condition, results of operations, or cash flows. However, adverse developments could negatively impact earnings or cash flows in a particular future period.

COMPANY MANAGEMENT AND DIRECTORS

The following table sets forth information about our executive officers and directors.

Name	Age	Position Held With Gray
Hilton H. Howell, Jr.	48	Chief Executive Officer, Vice Chairman and Director
William E. Mayher, III	70	Chairman of the Board of Directors
Robert S. Prather, Jr.	65	President, Chief Operating Officer and Director
James C. Ryan	49	Chief Financial Officer and Senior Vice President
Robert A. Beizer	70	Vice President for Law and Development and Secretary
J. Mack Robinson	85	Director and Chairman Emeritus
Richard L. Boger	62	Director
Ray M. Deaver	68	Director
T.L. Elder	70	Director
Zell B. Miller	77	Director
Howell W. Newton	62	Director
Hugh E. Norton	76	Director
Harriett J. Robinson	78	Director

Set forth below is certain information concerning the business experience during the past five years of each of the individuals named above.

Hilton H. Howell, Jr. has been our Chief Executive Officer since August 20, 2008 and has also served as Vice-Chairman since September 2002. Before that, he had been our Executive Vice President since September 2000. He has served as one of our directors since 1993. He has served as President and Chief Executive Officer of Atlantic American Corporation, an insurance holding company, since 1995, and as Chairman of that Company since February 24, 2009. He has been Executive Vice President and General Counsel of Delta Life Insurance Company and Delta Fire and Casualty Insurance Company since 1991. He has served as Vice Chairman of Bankers Fidelity Life Insurance Company since 1992 and Vice Chairman of Georgia Casualty & Surety Company from 1992 through 2008. He served as Chairman of the Board of TCM, from December 2005 until December 2009. Mr. Howell also serves as a director of Atlantic American Corporation and its subsidiaries American Southern Insurance Company, American Safety Insurance Company and Bankers Fidelity Life Insurance Company, as well as Delta Life Insurance Company and Delta Fire and Casualty Insurance Company. He is the son-in-law of Mr. J. Mack Robinson and Mrs. Harriett J. Robinson, both members of our board of directors.

William E. Mayher, III is a member of the Executive Committee, the Audit Committee, the Management Personnel Committee and the 2007 Long Term Incentive Plan Committee of our Board of Directors and has served as Chairman of our Board of Directors since August 1993. Dr. Mayher was a neurosurgeon in Albany, Georgia from 1970 to 1998. Dr. Mayher is the Chairman of the Medical College of Georgia Foundation and a past member of the Board of Directors of the American Association of Neurological Surgeons. He also serves as a director of Palmyra Medical Centers and Chairman of the Albany Dougherty County Airport Commission.

Robert S. Prather, Jr. has served as our President and Chief Operating Officer since September 2002. He has served as one of our directors since 1993. He has been a director of TCM since 1994, and served as Chairman of TCM from December 2005 until November 2007. He served as President and Chief Executive Officer of TCM from May 2005 to December 30, 2005, and has served in that position since November 2007. TCM filed for protection under Chapter 11 of the U.S. bankruptcy code on September 14, 2009. The order confirming the Plan of Reorganization under Chapter 11 of the bankruptcy code became effective December 8, 2009. He serves as an advisory director of Swiss Army Brands, Inc., and serves on the Board of Trustees of the Georgia World Congress Center Authority. He also serves as a member of the Board of Directors for GAMCO Investors, Inc., Gaylord Entertainment Company and Victory Ventures, Inc.

James C. Ryan has served as our Chief Financial Officer since October 1998 and Senior Vice President since September 2002. Before that, he had been our Vice President since October 1998.

Robert A. Beizer has served as our Vice President for Law and Development and Secretary since 1996. From June 1994 to February 1996, he was of counsel to Venable, LLC, a law firm, in its regulatory and legislative practice group. From 1990 to 1994, Mr. Beizer was a partner in the law firm of Sidley & Austin and was head of their communications practice group in Washington, D.C. He is a past president of the Federal Communications Bar Association and has served as a member of the American Bar Association House of Delegates. He is a member of the ABA Forum Committee on Communications Law.

[Table of Contents](#)

J. Mack Robinson was our Chairman and Chief Executive Officer from September 2002 until August 2008. Prior to that, he was our President and Chief Executive Officer from 1996 through September 2002. He is Chairman Emeritus of our Board of Directors. Mr. Robinson has served as Chairman of the Board and President of Delta Life Insurance Company and Delta Fire and Casualty Insurance Company since 1958. Mr. Robinson served as Chairman of the Board of Atlantic American Corporation, an insurance holding company, from 1974 to February 2009 and has served as Chairman Emeritus of Atlantic American Corporation since February 2009. Mr. Robinson also serves as a director of the following companies: Bankers Fidelity Life Insurance Company, American Southern Insurance Company and American Safety Insurance Company. Mr. Robinson is the husband of Mrs. Harriett J. Robinson and the father-in-law of Mr. Hilton H. Howell, Jr., both members of our Board of Directors.

Richard L. Boger is a member of the Audit Committee of our Board of Directors. Mr. Boger has been President and Chief Executive Officer of Lex-Tek International, Inc., an insurance software company, since February 2002. Since July 2003, he has also served as business manager for Owen Holdings, LLLP, a Georgia Limited Liability Limited Partnership; since July 2004, has served as General Partner of Shawnee Meadow Holdings, LLLP, a Georgia Limited Liability Limited Partnership; and since March 2006 has served as business manager for Heathland Holdings, LLLP, a Georgia Limited Liability Limited Partnership. He also serves as a member of the Board of Trustees of Corner Cap Group of Funds, a series mutual fund.

Ray M. Deaver is Chairman of the Management Personnel Committee and a member of the 2007 Long Term Incentive Plan Committee of our Board of Directors. Prior to his appointment to our Board of Directors, Mr. Deaver served as our Regional Vice President-Texas from October 1999 until his retirement in 2001. He was the President and General Manager of KWTX Broadcasting Company and President of Brazos Broadcasting Company from November 1997 until their acquisition by us in October 1999.

T.L. (Gene) Elder is a member the Audit Committee of our Board of Directors. Until May 2003, Mr. Elder was a partner of Tatum, LLC, a national firm of career chief financial officers, and since 2004 has been a Senior Partner of that firm.

Zell B. Miller is a member of the Management Personnel Committee and the 2007 Long Term Incentive Plan Committee of our Board of Directors. He was U.S. Senator from Georgia from July 2000 until his retirement in January 2005. Prior to that time he was Governor of the State of Georgia from 1991 until 1999 and Lieutenant Governor from 1975 until 1991. He is a Director Emeritus of the Board of Directors of United Community Banks, Inc. in Blairsville, Georgia.

Howell W. Newton is Chairman of the Audit Committee of our Board of Directors. Since 1978, Mr. Newton has been President and Treasurer of Trio Manufacturing Co., a real estate and investment company.

Hugh E. Norton is Chairman of the 2007 Long Term Incentive Plan Committee and is a member of the Management Personnel Committee of our Board of Directors. Mr. Norton has been President of Norco, Inc., an insurance agency, since 1973 and also is a real estate developer in Destin, Florida.

Harriett J. Robinson has been a director of Atlantic American Corporation since 1989. Mrs. Robinson has also been a director of Delta Life Insurance Company and Delta Fire and Casualty Insurance Company since 1967. Mrs. Robinson is the wife of Mr. J. Mack Robinson and the mother-in-law of Mr. Hilton H. Howell, Jr., both members of our Board of Directors.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

We obtain certain liability, umbrella and workers' compensation insurance coverages through Insurance Associates of Georgia, an insurance agency that is owned by a son-in-law of Hugh E. Norton, one of our directors. During 2009, in connection with these coverages, Insurance Associates of Georgia retained commissions of \$130,577 paid to it by the various insurance companies providing insurance to us and paid \$96,640 of such commissions to Norco Holdings, Inc., an insurance agency, of which Mr. Norton is President and which is owned by Mr. Norton's wife and daughter. The Board of Directors has reviewed these arrangements and has determined that, notwithstanding these payments, Mr. Norton is independent in accordance with Section 303A.02(b) of the New York Stock Exchange listing standards and the standards set forth in the Internal Revenue Code of 1986, as amended (the "Code") and the Exchange Act.

In December 2008, we entered into a consulting contract with Mr. Robinson in which he agreed to consult and advise us with respect to its television stations and all related matters in connection with various proposed or existing television stations. In return for these services, Mr. Robinson received compensation of \$400,000 for the year ended December 31, 2009. Mr. Robinson serves as a member of our Board of Directors and as Chairman Emeritus.

DESCRIPTION OF OTHER INDEBTEDNESS AND CERTAIN OTHER OBLIGATIONS

This description contains a summary of our outstanding indebtedness and certain other obligations. This description is only a summary of the applicable obligations. The following summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, all of the provisions of the corresponding agreements, including the definitions of certain terms therein that are not otherwise defined in this prospectus.

Senior Credit Facility

Our senior credit facility consists of a revolving loan and a term loan. The amount outstanding under our senior credit facility as of March 31, 2010 was \$789.8 million, consisting solely of the term loan and excluding the facility fee as described below. On that date and after giving effect to the offering of original notes and the use of proceeds therefrom, we had \$489.8 million outstanding under the senior credit facility. The maximum borrowing capacity available under the revolving loan was \$40.0 million. Of the maximum borrowing capacity available under our revolving loan, the amount that we can draw is limited by certain restrictive covenants, including our total net leverage ratio covenant. Based on such covenant, as of March 31, 2010, we could have drawn \$40.0 million under the revolving loan.

Under our revolving and term loans, we can choose to pay interest at an annual rate equal to LIBOR plus 3.5%, or the lenders' base rate, generally equal to the lenders' prime rate, plus 2.5%. This interest is payable in cash throughout the year.

In addition, on March 31, 2009, we began to incur a facility fee at an annual rate of 3.0% on all principal balances outstanding under the revolving and term loans. For the period from March 31, 2009 until April 30, 2010, the annual facility fee for the revolving and term loans accrued, and is payable on the respective revolving and term loan maturity dates. The revolving loan and term loan maturity dates are March 19, 2014 and December 31, 2014, respectively. For the period from April 30, 2010 until maturity of the senior credit facility, the annual facility fee is payable in cash on a quarterly basis and the amount accrued through April 30, 2010 bears interest at an annual rate of 6.5%, payable quarterly in arrears. As of March 31, 2010, our accrued facility fee of \$24.2 million was classified as a long-term liability on our balance sheet. The accrued facility fee is included in determining the amount of total debt in calculating our total net leverage ratio covenant as defined in our senior credit facility.

The average interest rate on our total debt outstanding under the senior credit facility as of March 31, 2010 was 8.8%. This rate is as of the period end and does not include the effects of our interest rate swap agreements. Including the effects of our interest rate swap agreements, the average interest rate on our total debt outstanding under the senior credit facility at March 31, 2010 was 11.8%.

Also under our revolving loan, we pay a commitment fee on the average daily unused portion of the revolving loan availability. As of March 31, 2010, the annual commitment fee was 0.5%.

Collateral and Restrictions

The collateral for our senior credit facility consists of substantially all of our and our subsidiaries' assets. In addition, our subsidiaries are joint and several guarantors of the obligations and our ownership interests in our subsidiaries are pledged to collateralize the obligations. The senior credit facility contains affirmative and restrictive covenants. These covenants include but are not limited to (i) limitations on additional indebtedness, (ii) limitations on liens, (iii) limitations on amendments to our by-laws and articles of incorporation, (iv) limitations on mergers and the sale of assets, (v) limitations on guarantees, (vi) limitations on investments and acquisitions, (vii) limitations on the payment of dividends and the redemption of our capital stock, (viii) maintenance of a specified total net leverage ratio not to exceed certain maximum limits, (ix) limitations on related party transactions, (x) limitations on the purchase of real estate, and (xi) limitations on entering into multiemployer retirement plans, as well as other customary covenants for credit facilities of this type. As of March 31, 2010, we were in compliance with all restrictive covenants as required by our senior credit facility.

We are a holding company with no material independent assets or operations, other than our investments in our subsidiaries. The aggregate assets, liabilities, earnings and equity of the subsidiary guarantors (as defined in and for purposes of our senior credit facility) are substantially equivalent to our assets, liabilities, earnings and equity on a consolidated basis. The subsidiary guarantors are, directly or indirectly, our wholly owned subsidiaries and the guarantors of the subsidiary guarantors are full, unconditional and joint and several. All of our current and future direct and indirect subsidiaries are and will be guarantors under the senior credit facility.

[Table of Contents](#)

The 2010 amendment, among other things, increased the maximum amount of the total net leverage ratio covenant thereunder through March 31, 2011, and reduced the maximum availability under the revolving loan to \$40.0 million.

The 2010 amendment also imposed an additional fee, equal to 2.0% per annum, payable quarterly, in arrears, until such time as we completed an offering of capital stock or certain debt securities that resulted in the repayment of not less than \$200.0 million of the term loan outstanding under our senior credit facility. That fee was eliminated upon the repayment of amounts under the term loan which occurred upon the completion of the offering of original notes and use of proceeds thereof. In addition, upon completion of a financing that results in the repayment of at least \$200.0 million of our term loan, we achieved additional flexibility under various covenants in our senior credit facility. After completing the offering of original notes and using the net proceeds to repay at least \$200.0 million of our term loan, the 2.0% per annum fee was eliminated, the facility fee was reduced, and the terms of certain restrictive covenants were improved. The use of proceeds from any issuance of additional securities is generally limited to the repayment of amounts outstanding under our term loan and, in certain circumstances, to the repurchase of outstanding shares of our Series D perpetual preferred stock. For additional details regarding the March 2010 amendment to our senior credit facility, see Note 14. "Subsequent Event—Long-term Debt Amendment" to our audited financial statements included elsewhere herein.

A summary of certain significant terms contained in our senior credit facility (i) giving effect to the 2010 amendment and (ii) as so amended and after giving effect to the completion of the offering of original notes and the repayment of not less than \$200.0 million of the term loan outstanding under our senior credit facility, is as follows:

Description	As Amended and Prior to the Offering of Original Notes and Related Repayment of Term Loan	As Amended and After Giving Effect to the Offering of Original Notes and Related Repayment of Term Loan
Annual interest rate on outstanding term loan balance	LIBOR plus 3.5% or BASE plus 2.5%	Same
Annual interest rate on outstanding revolving loan balance	LIBOR plus 3.5% or BASE plus 2.5%	Same
Annual facility fee rate	3.0% with a potential reduction in future periods	1.25% with a potential reduction in future periods.
Annual incentive fee rate	2.0%	0.0%
Annual commitment fee on undrawn revolving loan balance	0.50%	Same
Revolving loan commitment	\$40 million	\$40 million
Maximum total net leverage ratio at:		
March 31, 2010 through June 29, 2010	9.00x	Replaced with first
June 30, 2010 through September 29, 2010	9.50x	lien leverage test
September 30, 2010 through March 30, 2011	9.75x	
March 31, 2011 and thereafter	6.50x	
Minimum fixed charge coverage ratio	None	0.90x to 1.0x
Maximum cash balance that can be deducted from total debt to calculate total net debt in the total net leverage ratio (or first lien leverage test, as applicable)	\$10.0 million	\$15.0 million

As a result of the repayment of in excess of \$250.0 million of the term loan outstanding under the senior credit facility, certain fees thereunder were further reduced, and we were able to achieve certain additional covenant relief.

For further information concerning our senior credit facility, see Note 3. "Long-term Debt and Accrued Facility Fee" to our consolidated financial statements included elsewhere herein. For estimates of future principal and interest payments under our senior credit facility, see "Tabular Disclosure of Contractual Obligations as of December 31, 2009" in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

Series D Perpetual Preferred Stock

The Company is authorized to issue up to 20.0 million shares of preferred stock. As of March 31, 2010, we had 1,000 shares of Series D perpetual preferred stock outstanding. The certificate of designation relating to the Series D perpetual preferred stock (the "Certificate of Designation") provides the following:

Voting Rights

Shares of Series D perpetual preferred stock do not have any voting rights, except with respect to amendments to the Certificate of Designation, or as otherwise required by law.

Ranking and Liquidation

The Series D perpetual preferred stock ranks, as to dividend rights and rights on liquidation events, senior to all classes of common stock, on parity with other series or classes of preferred stock which do not expressly provide that such class or series will rank senior to the Series D perpetual preferred stock, and junior to each series or class of preferred stock which expressly provides that such class or series ranks senior to the Series D perpetual preferred stock. Upon any liquidation, dissolution or winding up of the Company, the holders of the Series D perpetual preferred stock have a liquidation preference. The Series D perpetual preferred stock had a liquidation value of \$100,000 per share for a total liquidation value of \$100.0 million as of March 31, 2010.

Dividends

The holders of the Series D perpetual preferred stock are entitled to quarterly dividends. We have deferred the cash payment of dividends thereon since October 1, 2008. As a result and in accordance with the terms of the Certificate of Designation, the dividend rate on the Series D perpetual preferred stock has increased from 15.0% per annum to 17.0% per annum, and will continue to accrue at that rate as long as at least three consecutive cash dividend payments remain unfunded.

While any Series D perpetual preferred stock dividend payments are in arrears, we are prohibited from repurchasing, declaring and/or paying any cash dividend with respect to any equity securities having liquidation preferences equivalent to or junior in ranking to the liquidation preferences of the Series D perpetual preferred stock, including our common stock and Class A common stock.

Redemption

The Series D perpetual preferred stock has no mandatory redemption date, but is redeemable, at our option, at any time. If redeemed prior to January 1, 2012, we would be required to pay a premium thereon as set out in the Certificate of Designation. In addition, in the event of certain changes of control, we would be required to repurchase the Series D perpetual preferred stock. Shares of Series D perpetual preferred stock may also be redeemed, at a holder's option, on or after June 30, 2015. If the Series D perpetual preferred stock is redeemed, we are required to pay the liquidation price per share in cash plus the pro-rata accrued dividends to the date fixed for redemption.

Covenants

The Certificate of Designation requires that we comply with certain covenants contained therein, including: (i) a limitation on restricted payments; (ii) a limitation on indebtedness; (iii) a limitation on certain liens; (iv) a limitation on asset sales; (v) a limitation on certain mergers; (vi) requirements as to the use of proceeds from asset sales; (vii) a limitation on transactions with affiliates.

Repurchase of a Portion of the Outstanding Shares of our Series D Perpetual Preferred Stock

On April 19, 2010, we entered into an agreement (the "Exchange Agreement") with holders of shares of our Series D perpetual preferred stock. Pursuant to the Exchange Agreement, concurrently with the completion of the offering of the original notes, we repurchased \$75.59 million of Series D perpetual preferred stock, including accrued dividends, in exchange for \$50.0 million in cash and 8.5 million shares of our common stock.

DESCRIPTION OF NOTES

General

We issued the original notes and will issue the exchange notes under an Indenture (the “Indenture”), dated as of April 29, 2010, by and among us, the Subsidiary Guarantors and U.S. Bank, National Association, as trustee (the “Trustee”). The exchange notes will be identical in all material respects to the original notes, except that the exchange notes will be issued in a transaction registered under the Securities Act and are free of any obligation regarding registration, including the payment of special interest upon failure to file or have declared effective an exchange offer registration statement or to consummate an exchange offer by certain dates. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Notes are subject to all such terms, and holders of Notes are referred to the Indenture and the Trust Indenture Act for a statement of those terms.

We summarize below certain material provisions of the Indenture, the Notes, the Security Documents and the Intercreditor Agreement. We do not restate those provisions in their entirety. We urge you to read the Indenture, the Collateral Agreement and the Intercreditor Agreement because they define your rights. You can obtain a copies of the Indenture, a form of the Notes, the Collateral Agreement and the Intercreditor Agreement from us . Except as otherwise indicated, the following summary of the notes applies to both the original notes and the exchange notes.

Key terms used in this section are defined under “—*Certain Definitions.*” When we refer in this section to:

- the “Company,” we mean Gray Television, Inc. and not its subsidiaries; and
- the “Notes,” we mean the original notes, the exchange notes and Additional Notes we may issue from time to time under the Indenture (and exchange notes issued in exchange therefor).

Overview of the Notes

The Notes are senior secured obligations of the Company and rank:

- equally in right of payment with all existing and future senior Indebtedness (including any Permitted Additional Pari Passu Secured Obligations permitted to be incurred in accordance with the Indenture) of the Company;
- senior in right of payment to all existing and future subordinated Indebtedness of the Company;
- effectively junior to any obligations of the Company that are secured by a Lien on the Collateral that is senior or prior to the Second Priority Liens, including the First Priority Liens securing obligations under the Senior Credit Facility referred to below, and potentially any Permitted Liens;
- effectively junior to any obligations of the Company that are unsecured to the extent of the value of the Collateral after giving effect to the First Priority Liens, and potentially any Permitted Liens; and
- structurally junior to any Indebtedness or Obligations of any non-guarantor Subsidiaries.

The Notes and the obligations under the Indenture are secured by second-priority security interests in the Collateral (subject to priority and otherwise to certain exceptions and Permitted Liens). As a result, the Notes and the obligations under the Indenture are effectively (a) junior to any Indebtedness of the Company and the Subsidiary Guarantors which either is (i) secured by the First Priority Liens or (ii) secured by assets which are not part of the Collateral securing the Notes, in each case, to the extent of the value of such assets and (b) equal in rank with any Permitted Additional Pari Passu Secured Obligations. The Indebtedness Incurred under the Senior Credit Facility is and will be secured by a first-priority security interest in the Collateral. Accordingly, while the Notes rank equally in right of payment with the Indebtedness under the Senior Credit Facility and all other liabilities not expressly subordinated by their terms to the Notes, the Notes are effectively subordinated to the Indebtedness outstanding under the Senior Credit Facility to the extent of the value of the Collateral.

[Table of Contents](#)

As described in the unaudited condensed consolidated financial information included elsewhere in this prospectus, after giving effect to the offering of the original notes and the use of proceeds thereof, at March 31, 2010:

- our total indebtedness (excluding intercompany indebtedness) would have been approximately \$879.4 million;
- the Company would have had approximately \$879.4 million of secured indebtedness, \$514.0 million of which would have been under the Senior Credit Facility ranking effectively senior to the extent of the value of the collateral securing the Senior Credit Facility and \$365.0 million of which would be the Notes offered hereby; and
- the Subsidiary Guarantors would have had approximately \$879.4 million of indebtedness, including guarantees of indebtedness of \$514.0 million under our Senior Credit Facility and \$365.0 million of indebtedness as Subsidiary Guarantors of the Notes.

Additional Notes

Subject to the limitations set forth under “—*Certain Covenants—Limitation on Incurrence of Indebtedness*” and “—*Certain Covenants—Limitation on Liens*” (including the “Permitted Additional Pari Passu Secured Obligations” definition), the Company may issue additional notes (“Additional Notes”) in one or more transactions, which have substantially identical terms as the original notes and the exchange notes, except that such Additional Notes may have different CUSIP numbers, issuance dates and dates from which interest initially accrues. Holders of Additional Notes would have the right to vote together with holders of the original notes and the exchange notes as one class.

Principal, Maturity And Interest

We issued \$365.0 million of aggregate principal amount of original notes on April 29, 2010 in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes will mature on June 29, 2015.

Interest on the Notes accrues at the rate of 10.5% per annum and is payable semi-annually in arrears on May 1 and November 1, commencing on November 1, 2010, to holders of record on the immediately preceding April 15 and October 15. Interest on the Notes accrues from the most recent date on which interest has been paid or, if no interest has been paid, from April 29, 2010, the date of the original issuance of the Notes (the “Issue Date”). Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Principal of, premium, if any, and interest on the Notes is payable at the office or agency of the Company maintained for such purpose within the City of New York or, at the option of the Company, payment of interest may be made by check mailed to the holders of the Notes at their respective addresses as set forth in the register of holders of Notes. Until otherwise designated by the Company, the Company’s office or agency in the City of New York is the office of the Trustee maintained for such purpose. The Notes are issuable in fully registered form, without coupons and in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Subsidiary Guarantees

Our obligations under the Notes are guaranteed, jointly and severally and fully and unconditionally, on a senior secured basis (the “Subsidiary Guarantees”) by the Subsidiary Guarantors. The obligations of a Subsidiary Guarantor under its Subsidiary Guarantee are limited to the maximum amount as will result in the obligations of such Subsidiary Guarantor under the Subsidiary Guarantee not to be deemed to constitute a fraudulent conveyance or fraudulent transfer under federal or state law. This provision may not be effective to protect the Subsidiary Guarantees from being voided under fraudulent transfer law, or may eliminate the Subsidiary Guarantor’s obligations or reduce such obligations to an amount that effectively limits the value of the Subsidiary Guarantee or effectively makes the Subsidiary Guarantee worthless. In a recent Florida bankruptcy case, a similar provision was found to be ineffective to protect the guarantees. The Subsidiary Guarantees will be secured by Second Priority Liens on the Collateral, subject to certain exceptions and Permitted Collateral Liens, described below under “—*Security*.” The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee are unconditional and absolute, irrespective of any invalidity, illegality, unenforceability of any Note or the Indenture or any extension, compromise, waiver or release in respect of any obligation of the Company or any other Subsidiary Guarantor under any Note or the Indenture, or any modification or amendment of or supplement to the Indenture.

As of the date of this prospectus, all of our Subsidiaries are “Restricted Subsidiaries.” However, under the circumstances described below under the subheading “—*Certain Covenants—Limitation on Creation of Unrestricted Subsidiaries*,” any of our Subsidiaries may be designated as “Unrestricted Subsidiaries.” Unrestricted Subsidiaries will not be subject to the restrictive covenants in the Indenture and will not guarantee the Notes. Claims of creditors of non-guarantor Subsidiaries, including trade

[Table of Contents](#)

creditors, and claims of minority stockholders (other than the Company and the Subsidiary Guarantors) of those subsidiaries will have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of the Company and the Subsidiary Guarantors, including holders of the Notes.

The Indenture provides that the Subsidiary Guarantee of a Subsidiary Guarantor will be automatically and unconditionally released:

- (a) in the event of a sale or other transfer (including by way of consolidation or merger) of Capital Stock in such Subsidiary Guarantor in compliance with the terms of the Indenture following which such Subsidiary Guarantor ceases to be a Subsidiary;
- (b) upon the designation of such Guarantor as an Unrestricted Subsidiary in compliance with the provisions described under the subheading “—*Certain Covenants—Limitation on Creation of Unrestricted Subsidiaries*”; or
- (c) in connection with a legal defeasance or covenant defeasance of the Indenture or upon satisfaction and discharge of the Indenture.

Upon any release of a Subsidiary Guarantor from its Subsidiary Guarantee, such Subsidiary Guarantor will also be automatically and unconditionally released from its obligations under the Security Documents.

The Subsidiary Guarantees are senior secured obligations of each Subsidiary Guarantor and rank:

- equally in right of payment with all existing and future senior Indebtedness (including Permitted Additional Pari Passu Secured Obligations) of each Subsidiary Guarantor;
- senior in right of payment to all existing and future subordinated Indebtedness of each Subsidiary Guarantor;
- effectively junior to any obligations of each Subsidiary Guarantor that are secured by a Lien on the Collateral that is senior or prior to the Second Priority Liens, including the First Priority Liens securing obligations under the Senior Credit Facility referred to below, and potentially any Permitted Liens;
- effectively senior to any obligations of each Subsidiary Guarantor that are unsecured to the extent of the value of the Collateral after giving effect to the First Priority Liens, and potentially any Permitted Liens; and
- structurally junior to any Indebtedness or Obligations of any non-Subsidiary Guarantor Subsidiaries.

Security

General

The Notes and the Company’s Obligations under the Indenture are secured by Second Priority Liens granted by the Company, the existing Subsidiary Guarantors and any future Subsidiary Guarantor on substantially all of the assets of Company and the Subsidiary Guarantors (whether now owned or hereafter arising or acquired), subject to certain exceptions, Excluded Property, Permitted Collateral Liens and encumbrances described in the Indenture and the Security Documents.

In the security and pledge agreements, the Company and the Subsidiary Guarantors, subject to certain exceptions, have granted security interests in (collectively, excluding the Excluded Property and subject to certain limitations, the “Collateral”):

- (a) all present and future shares of Capital Stock of (or other ownership or profit interests in) each of Company’s present and future direct and indirect subsidiaries, held by the Company or a Subsidiary Guarantor;
- (b) all present and future intercompany debt owed to the Company or any Subsidiary Guarantor;
- (c) substantially all of the present and future property and assets, real and personal, of the Company and each Subsidiary Guarantor, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, owned real estate, leaseholds, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents,

trademarks, trade names, copyrights, other intellectual property, chattel paper, insurance proceeds, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash;

(d) all FCC Licenses except to the extent (but only to the extent) and for so long as that at such time the Collateral Agent may not validly possess a security interest directly in the FCC License pursuant to applicable Federal law, including the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, as in effect at such time, but the Collateral will include at all times all proceeds incident or appurtenant to the FCC Licenses and all proceeds of the FCC Licenses, and the right to receive all monies, consideration and proceeds derived from or in connection with the sale, assignment, transfer, or other disposition of the FCC Licenses; and

(e) all proceeds and products of the property and assets described in clauses (a), (b), and (d) above.

The Indenture and the Security Documents exclude certain property from the Collateral (the “Excluded Property”), including (without limitation):

(a) any rights under any lease, contract or agreement (including, without limitation, any license for intellectual property) to the extent that the granting of a security interest therein to Collateral Agent is specifically prohibited in writing by, or would constitute an event of default under or would grant a party a termination right under, any agreement governing such right, unless such prohibition is not enforceable or is otherwise ineffective under applicable law; *provided* that this exclusion shall in no way limit, impair or otherwise affect Collateral Agent’s unconditional continuing security interests in and liens upon any rights or interests of the Company or Subsidiary Guarantors in or to monies due or to become due to the Company or Subsidiary Guarantor under any such lease, contract or agreement (including any receivables);

(b) shares of margin stock;

(c) any shares entitled to vote (within the meaning of Treasury Regulation Section 1.956-2) of any direct or indirect Subsidiary of the Company that is a “controlled foreign corporation” in excess of sixty-six (66%) percent of all of the issued and outstanding Capital Stock in such Subsidiary;

(d) any Capital Stock of any Subsidiary of the Company to the extent necessary for such Subsidiary not to be subject to any requirement pursuant to Rule 3-16 or Rule 3-10 of Regulation S-X under the Exchange Act to file separate financial statements with the Securities and Exchange Commission (or any other governmental agency), due to the fact that such Subsidiary’s Capital Stock secures the Notes or Subsidiary Guarantees; and

(e) any FCC License to the extent excluded pursuant to clause (d) of the preceding paragraph.

The Company is required to perfect on the Issue Date the security interests in the Collateral to the extent they can be perfected by the filing of UCC-1 financing statements or the delivery of certificates representing Capital Stock or notes representing intercompany debt. To the extent any such security interest cannot be perfected by such filing or delivery, the Company is required to use commercially reasonable efforts to have all security interests that are required by the Security Documents to be in place perfected as soon as practicable following the Issue Date, but in any event no later than 150 days after the Issue Date, except to the extent any such security interest cannot be perfected with commercially reasonable efforts or to the extent the Security Documents do not require perfection of the security interest. If the Company, or any Guarantor, were to become subject to a bankruptcy proceeding, any Liens recorded or perfected after the Issue Date would face a greater risk of being invalidated than if they had been recorded or perfected on the Issue Date. See “Risk Factors—Risks Related to the Exchange Notes.”

Subject to the foregoing, if property that is intended to be Collateral is acquired by the Company or a Subsidiary Guarantor (including property of a Person that becomes a new Subsidiary Guarantor) that is not automatically subject to a perfected security interest under the Security Documents, then the Company or such Subsidiary Guarantor will provide a Second Priority Lien over such property (or, in the case of a new Subsidiary Guarantor, such of its property) in favor of the Collateral Agent and deliver certain certificates and opinions in respect thereof, all as and to the extent required by the Indenture or the Security Documents.

As set out in more detail below, upon an enforcement event or Insolvency or Liquidation Proceeding, proceeds from the Collateral will be applied first to satisfy First Priority Obligations and then ratably to satisfy obligations under the Notes and any Permitted Additional Pari Passu Secured Obligations. In addition, the Indenture permits the Company and the Subsidiary Guarantors to create additional Liens under specified circumstances. See the definition of “Permitted Liens.”

Table of Contents

The Collateral is pledged to (1) the administrative agent under the Senior Credit Facility (together with any successor, the "First Priority Representative"), on a first-priority basis, for the benefit of the First Priority Secured Parties to secure the First Priority Obligations and (2) the Collateral Agent, on a second-priority basis, for the benefit of the Trustee and the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations to secure the Second Lien Obligations. The Second Lien Obligations will constitute claims separate and apart from (and of a different class from) the First Priority Obligations. The Second Priority Liens will be junior and subordinate to the First Priority Liens.

Control over Collateral and Enforcement of Liens

For a standstill period of 180 days (subject to extension for any period during which the applicable First Priority Representative has commenced and is diligently pursuing its rights and remedies in good faith against a material portion of the Collateral or an insolvency proceeding has been commenced) commencing on the date that the First Priority Representative receives notice of an Event of Default under the Indenture, the First Priority Representative will have the sole power to exercise remedies against the Collateral (subject to the right of the Collateral Agent and the Holders of Notes and holders of Permitted Additional Pari Passu Secured Obligations to take limited protective measures with respect to the Second Priority Liens and to take certain actions that would be permitted to be taken by unsecured creditors) and to foreclose upon and dispose of the Collateral. Upon any sale of any Collateral in connection with any enforcement action consented to by First Priority Representative which results in the release of the Lien securing the Senior Priority Obligations on such item of Collateral, the Second Priority Lien on such item of Collateral will be automatically released.

Proceeds realized by the First Priority Representative or the Collateral Agent from the Collateral (including proceeds of Collateral in an Insolvency or Liquidation Proceeding) will be applied:

- *first*, to the First Priority Representative for application to the First Priority Obligations in accordance with the terms of the First Priority Documents, until the First Priority Obligations Payment Date;
- *second*, to amounts owing to the Collateral Agent in its capacity as such in accordance with the terms of the Security Documents, to amounts owing to the Trustee in its capacity as such in accordance with the terms of the Indenture;
- *third*, to amounts owing to any representative for Permitted Additional Pari Passu Secured Obligations in its capacity as such in accordance with the terms of such Permitted Additional Pari Passu Secured Obligations;
- *fourth*, ratably to amounts owing to the holders of Second Lien Obligations in accordance with the terms of the Security Documents and the Indenture; and
- *fifth*, to the Company and/or other persons entitled thereto.

None of the Collateral has been appraised in connection with the offering of the Notes. The fair market value of the Collateral is subject to fluctuations based on factors that include, among others, the condition of our industry, our ability to implement our business strategy, the ability to sell the Collateral in an orderly sale, general economic conditions, the availability of buyers and similar factors. The amount to be received upon a sale of the Collateral would be dependent on numerous factors, including but not limited to the actual fair market value of the Collateral at such time and the timing and the manner of the sale. By its nature, portions of the Collateral may be illiquid and may have no readily ascertainable market value. Likewise, there can be no assurance that the Collateral will be saleable, or, if saleable, that there will not be substantial delays in its liquidation. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, we cannot assure you that the proceeds from any sale or liquidation of the Collateral will be sufficient to pay our obligations under the Notes. In addition, the fact that the First Priority Creditors will receive proceeds from enforcement of the Collateral before Holders of the Notes, that other Persons may have First Priority Liens in respect of Collateral subject to Permitted Liens and that the Second Priority Lien held by the Collateral Agent will secure any Permitted Additional Pari Passu Secured Obligations in addition to the Obligations under the Notes and the Indenture could have a material adverse effect on the amount that Holders of the Notes would receive upon a sale or other disposition of the Collateral. Accordingly, there can be no assurance that proceeds of any sale of the Collateral pursuant to the Indenture and the related Security Documents following an Event of Default would be sufficient to satisfy, or would not be substantially less than, amounts due under the Notes. In addition, in the event of a bankruptcy, the ability of the Holders to realize upon any of the Collateral may be subject to certain bankruptcy law limitations as described below.

If the proceeds from a sale or other disposition of the Collateral were not sufficient to repay all amounts due on the Notes, the Holders of the Notes (to the extent not repaid from the proceeds of the sale of the Collateral) would have only an unsecured claim against the remaining assets of the Company and the Subsidiary Guarantors.

[Table of Contents](#)

To the extent that Liens (including Permitted Liens), rights or easements granted to third parties encumber assets located on property owned by the Company or the Subsidiary Guarantors, including the Collateral, such third parties may exercise rights and remedies with respect to the property subject to such Liens that could adversely affect the value of the Collateral and the ability of the Collateral Agent, the Trustee or the Holders of the Notes to realize or foreclose on Collateral.

Certain Bankruptcy Limitations

The right of the Collateral Agent to repossess and dispose of the Collateral upon the occurrence of an Event of Default would be significantly impaired (or at a minimum delayed) by bankruptcy law in the event that a bankruptcy case were to be commenced by or against the Company or any Subsidiary Guarantor prior to the Collateral Agent's having repossessed and disposed of the Collateral. Upon the commencement of a case for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), a secured creditor such as the Collateral Agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security without bankruptcy court approval.

In view of the broad equitable powers of a U.S. bankruptcy court, it is impossible to predict how long payments under the Notes could be delayed following commencement of a bankruptcy case, whether or when the Collateral Agent could repossess or dispose of the Collateral, the value of the Collateral at any time during a bankruptcy case or whether or to what extent Holders of the Notes would be compensated (in the form of "adequate protection" or otherwise) for any delay in payment or post-petition loss of value of the Collateral.

The Bankruptcy Code permits only the payment and/or accrual of post-petition interest, costs and attorneys' fees to a secured creditor during a debtor's bankruptcy case to the extent the value of such creditor's interest in the Collateral, after taking into account the value of the first lien interest, is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of such creditors' obligations secured by the Collateral. Furthermore, in the event a bankruptcy court determines that the value of the Collateral is not sufficient to repay all amounts due on the Notes, the Holders of the Notes would hold secured claims only to the extent of the value of the Collateral to which the Holders of the Notes are entitled, after taking into account the value of the first lien interest, and unsecured claims with respect to such shortfall. Thus, under federal bankruptcy laws, Holders of the Notes would not be entitled to receive either (a) post-petition interest or applicable fees, costs or charges, or (b) "adequate protection" on the unsecured portion of the notes. In addition, if any payments of post-petition interest had been made at any time prior to such a finding of undercollateralization, those payments would be recharacterized by the bankruptcy court as a reduction of the principal amount of the secured claim.

Release of Liens

The Security Documents and the Indenture provide that the Second Priority Liens securing the Subsidiary Guarantee of any Subsidiary Guarantor will be automatically released when such Subsidiary Guarantor's Subsidiary Guarantee is released in accordance with the terms of the Indenture. In addition, the Second Priority Liens securing the Obligations under the Notes and the Indenture will be released (a) in whole, upon a legal defeasance or a covenant defeasance of the Notes as set forth below under "*Defeasance*," (b) in whole, upon satisfaction and discharge of the Indenture, (c) in whole, upon payment in full of principal, interest and all other Obligations on the Notes issued under the Indenture, (d) in whole or in part, with the consent of the requisite Holders of the Notes in accordance with the provisions under "*Modifications and Amendments*," including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, Notes and (e) in part, as to any asset constituting Collateral (A) that is sold or otherwise disposed of by the Company or any of the Subsidiary Guarantors in a transaction permitted by "*Certain Covenants—Limitation on Asset Sales*" and by the Security Documents (to the extent of the interest sold or disposed of) or otherwise permitted by the Indenture and the Security Documents, if all other Liens on that asset securing the First Priority Obligations and any Permitted Additional Pari Passu Secured Obligations then secured by that asset (including all commitments thereunder) are released; (B) that is cash withdrawn from deposit accounts for any purpose not prohibited under the Indenture or the Security Documents; (C) that is Capital Stock of a Subsidiary of the Company to the extent necessary for such Subsidiary not to be subject to any requirement pursuant to Rule 3-16 or Rule 3-10 of Regulation S-X under the Securities Act, due to the fact that such Subsidiary's Capital Stock secures the Notes or Subsidiary Guarantees, to file separate financial statements with the Securities and Exchange Commission (or any other governmental agency); (D) that is used to make a Restricted Payment or Permitted Investment permitted by the Indenture; (E) that becomes Excluded Property; (F) upon any release, sale or disposition of Collateral permitted pursuant to the terms of the First Priority Documents that results in the release of the First Priority Lien on any Collateral (including without limitation any sale or other disposition pursuant to any enforcement action); *provided, however*, that (i) if the First Priority Lien on any Collateral is released in connection with the First Priority Obligations Payment Date (without a contemporaneous incurrence of

[Table of Contents](#)

new or replacement First Priority Obligations pursuant to a replacement First Priority Agreement permitted under the Intercreditor Agreement), the Second Priority Lien on the Common Collateral will not be required to be released (except to the extent the Collateral or any portion thereof was disposed of or otherwise transferred or used in order to repay the First Priority Obligations secured by such Collateral); or (G) that is otherwise released in accordance with, and as expressly provided for in accordance with, the Indenture, the Security Documents and the Intercreditor Agreement.

To the extent applicable, the Company will comply with Section 313(b) of the TIA, relating to reports, and, following qualification of the Indenture under the TIA (if required), Section 314(d) of the TIA, relating to the release of property and to the substitution thereof of any property to be pledged as Collateral for the Notes. Any certificate or opinion required by Section 314(d) of the TIA may be made by an officer of the Company except in cases where Section 314(d) requires that such certificate or opinion be made by an independent engineer, appraiser or other expert, who shall be reasonably satisfactory to the Trustee. Until such time as we qualify the Indenture under the TIA, Section 314(d) of the TIA will not apply to the Indenture. In every instance that the Trustee or the Collateral Agent is asked to acknowledge a release, the Company shall deliver an opinion and Officer's Certificate stating that all conditions to the release in the Indenture, the Security Documents and the Intercreditor Agreement have been satisfied. Notwithstanding anything to the contrary herein, the Company and the Subsidiary Guarantors will not be required to comply with all or any portion of Section 314(d) of the TIA if they determine, in good faith based on advice of outside counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or any portion of Section 314(d) of the TIA is inapplicable to the released Collateral. Without limiting the generality of the foregoing, certain no-action letters issued by the SEC have permitted an indenture qualified under the TIA to contain provisions permitting the release of collateral from liens under such indenture in the ordinary course of business without requiring the issuer to provide certificates and other documents under Section 314(d) of the TIA. In addition, under interpretations provided by the SEC, to the extent that a release of a lien is made without the need for consent by the noteholders or the trustee, the provisions of Section 314(d) may be inapplicable to the release.

Intercreditor Agreement

The Company, the Subsidiary Guarantors, the Collateral Agent and the First Priority Representative have entered into the Intercreditor Agreement, which establishes the second-priority status of the Second Priority Liens relative to the First Priority Liens. In addition to the provisions described above with respect to control of remedies and release of Collateral, the Intercreditor Agreement also imposes certain other restrictions and agreements, including the restrictions and agreements described below.

- Pursuant to the Intercreditor Agreement, the Collateral Agent, the Trustee, the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations agree that the First Priority Representative and the other First Priority Secured Parties have no duties to them in respect of the maintenance or preservation of the Collateral. The First Priority Representative has agreed in the Intercreditor Agreement to hold, until the First Priority Obligations Payment Date, certain possessory collateral also for the benefit of the Trustee, the Collateral Agent and the holders of the Second Lien Obligations.
- In addition, the Collateral Agent, the Trustee and the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations have agreed to not institute any suit or other proceeding or assert in any suit, insolvency proceeding or other proceeding any claim against any First Priority Secured Party seeking damages from or other relief by way of specific performance, injunction or otherwise, with respect to, and no First Priority Secured Party shall be liable for, any action taken or omitted to be taken by any First Priority Secured Party with respect to, the Collateral or pursuant to the First Priority Documents. They further agree not to seek, and waive, any right to have the Collateral marshalled upon disposition or other foreclosure.
- The Intercreditor Agreement provides for the right of the Collateral Agent and the holders of Second Lien Obligations to exercise rights and remedies as unsecured creditors against the Company or any Subsidiary Guarantor, subject to certain terms, conditions, waivers and limitations as more fully set forth in the Intercreditor Agreement.

Table of Contents

- Pursuant to the Intercreditor Agreement, the Collateral Agent, for itself and on behalf of the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations, irrevocably appoints the First Priority Representative and any officer or agent of the First Priority Representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place of the Collateral Agent or in the First Priority Representative's own name, from time to time in the First Priority Representative's sole discretion, for the purpose of carrying out the terms of the releases of the Second Priority Liens as permitted thereby, including releases upon sales due to enforcement of remedies or otherwise provided for in the Intercreditor Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of such section of the Intercreditor Agreement, including, without limitation, any financing statements, endorsements, assignments, releases or other documents or instruments of transfer.
- Notwithstanding anything to the contrary contained in any agreement or filing to which any Second Priority Secured Party may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, charges or encumbrances or any defect or deficiency or alleged defect or deficiency in any of the foregoing, notwithstanding any provision of the Uniform Commercial Code or any applicable law or any First Priority Document or Second Priority Document or any other circumstance whatsoever, the First Priority Liens will rank senior to any Second Priority Liens on the Collateral. The Collateral for the First Priority Liens, the Second Priority Liens and the Permitted Additional Pari Passu Secured Obligations is intended at all times to be the same; *provided* that the Excluded Property identified in clause (d) of the definition of Excluded Property may secure the First Lien Obligations.
- Any amendment, waiver or consent in respect of any First Priority Security Documents shall automatically apply to any comparable provision of the Security Documents (subject to certain exceptions).
- The Trustee, the Collateral Agent, the Holders and the holders of any Permitted Additional Pari Passu Secured Obligations agree that (i) in certain circumstances the holders under the Senior Credit Facility are required by the terms thereof to be repaid with proceeds of dispositions of Collateral prior to repayment of the Second Lien Obligations and (ii) they will not accept payments from such dispositions of Collateral until applied to repayment of the Senior Credit Facility as so required. The First Priority Representative acknowledges that, except as otherwise set forth in the Intercreditor Agreement, nothing in the Intercreditor Agreement shall prohibit the receipt by the Second Priority Representative or any Holders of Notes of required payments under the Indenture so long as (x) such receipt is not the direct or indirect result of the exercise by the Second Priority Representative or any second priority creditors of rights or remedies as a secured creditor (including set-off or recoupment) or enforcement of any Lien held by any of them or (y) such payment or receipt of such payment is not otherwise in contravention of the Intercreditor Agreement or any First Priority Document. The Trustee, the Collateral Agent, the Holders and the holders of any Permitted Additional Pari Passu Secured Obligations agree that if they receive payments at any time from the Collateral in violation of the Intercreditor Agreement, they will promptly turn such payments over to the First Priority Representative.

In addition, if the Company or any Subsidiary Guarantor is subject to any Insolvency or Liquidation Proceeding, the Collateral Agent, on behalf of the Holders and the holders of any Permitted Additional Pari Passu Secured Obligations, agrees, among other things, that:

- it will not object to or otherwise contest (and, as necessary, will consent to) the Company's or such Subsidiary Guarantor's use of cash collateral if the First Lien Obligation holders consent (or do not object) to such usage;
- if the First Lien Obligation holders consent to a DIP financing, the Collateral Agent, on behalf of the holders of the Second Lien Obligations, will be deemed to have consented to, and will not object to, such DIP financing and to the priming of their Liens in connection therewith in the event that the Liens in favor of the First Lien Obligation holders are primed in connection with such DIP financing, so long as the maximum principal amount of indebtedness that may be outstanding from time to time under such DIP financing plus the aggregate principal amount of First Priority Obligations shall not exceed an aggregate amount equal to \$40.0 million in excess of the Maximum First Priority Indebtedness amount;

Table of Contents

- none of them shall object, contest, or support any other person objecting to or contesting, (a) any request by the First Priority Representative or the other First Priority Secured Parties for adequate protection or any adequate protection provided to the First Priority Representative or the other First Priority Secured Parties or (b) any objection by the First Priority Representative or any other First Priority Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (c) the payment of interest, fees, expenses or other amounts to the First Priority Representative or any other First Priority Secured Party; *provided* that under certain circumstances (i) if the First Priority Secured Parties (or any subset thereof) are granted adequate protection consisting of additional collateral (with replacement liens on such additional collateral) and/or superpriority claims in connection with any DIP financing or use of cash collateral, and the First Priority Representative does not file an objection to the adequate protection being provided to them, then in connection with any such DIP financing or use of cash collateral the Second Priority Representative, on behalf of itself and any of the Second Priority Secured Parties, may seek or accept adequate protection consisting (as applicable) of (x) a replacement Lien on the same additional collateral, subordinated to the Liens securing the First Priority Obligations and such DIP financing on the same basis as the other Liens securing the Second Priority Obligations are so subordinated to the First Priority Obligations under this Agreement and/or (y) superpriority claims junior in all respects to the superpriority claims granted to the First Priority Secured Parties, subject to certain limitations set forth in the Intercreditor Agreement;
- none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of any Collateral, without the prior written consent of the First Priority Representative;
- they will not oppose any sale or other disposition of the Collateral consented to by the First Lien Obligation holders and shall be deemed to have consented to under Section 373 of the Bankruptcy Code and released the Liens securing the Second Lien Obligations; *provided* that the Liens of the Second Priority Secured Parties attach to the proceeds of such sale to the same extent and junior priority as such Liens have with respect to the Collateral; and
- no Second Priority Secured Party shall support or vote in favor of any plan of reorganization (and each shall be deemed to have voted to reject any plan of reorganization) unless such plan (a) pays off, in cash in full, all First Priority Obligations or (b) is accepted by the class of holders of First Priority Obligations voting thereon in accordance with Bankruptcy Code § 1126 and is supported by the First Priority Representative.

No Impairment of the Security Interests

Neither the Company nor any of the Subsidiary Guarantors are permitted to take any action, or knowingly or negligently omit to take any action, which action or omission might or would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee, the Collateral Agent and the Holders of the Notes.

Further Assurances

Subject to the limitations described above under “—*Security—General*,” the Security Documents and the Indenture provide that the Company and the Subsidiary Guarantors shall, at their expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such farther acts as may be necessary or proper to evidence, perfect, maintain and enforce the Second Priority Lien in the Collateral granted to the Collateral Agent and the priority thereof, and to otherwise effectuate the provisions or purposes of the Indenture and the Security Documents.

Redemption

Optional Redemption. Except as described below, the Notes are not redeemable at our option prior to November 1, 2012. On and after such date, the Notes will be subject to redemption at our option, in whole or in part, at the redemption prices (expressed as percentages of the principal amount of the Notes) set forth below, plus accrued and unpaid interest to the date fixed for redemption, if redeemed during the period beginning on the dates indicated below:

Year	Percentage
November 1, 2012	107.875%
May 1, 2013	105.250%
May 1, 2014 and thereafter	100.000%

Table of Contents

Notwithstanding the foregoing, at any time prior to November 1, 2012, we may, at our option, use the net proceeds of one or more Public Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (including Additional Notes, if any) originally issued, at a redemption price equal to 110.500% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption; *provided, however*, that at least 65% of the aggregate principal amount of the Notes (including Additional Notes, if any) originally issued remains outstanding immediately after any such redemption.

At any time prior to November 1, 2012, the Notes may be redeemed as a whole but not in part at the option of the Company, upon not less than 30 or more than 60 days' prior notice mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount thereof plus the Make Whole Premium as of, and accrued but unpaid interest, if any, to, the redemption date, subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date.

"Make Whole Premium" means with respect to a Note at any redemption date, the greater of (i) 1.0% of the principal amount of such Note or (ii) the excess of (A) the present value of (1) the redemption price of such Note at November 1, 2012 (such redemption price being set forth in the table above) plus (2) all required interest payments due on such Note through November 1, 2012, computed using a discount rate equal to the Treasury Rate plus 50 basis points, over (B) the principal amount of such Note.

"Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15(519) which has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source or similar market data) most nearly equal to the period from the redemption date to November 1, 2012; *provided, however*, that if the period from the redemption date to November 1, 2012 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to November 1, 2012 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

Selection and Notice. If less than all of the Notes are to be redeemed at any time, selection of the Notes to be redeemed will be made by the Trustee, on behalf of the Company, in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed on a securities exchange by the Trustee, on behalf of the Company, on a *pro rata* basis, by lot or by any other method as the Trustee shall deem fair and appropriate; *provided* that a redemption pursuant to the provisions relating to Public Equity Offerings will be on a *pro rata* basis. Notes redeemed in part shall only be redeemed in integral multiples of \$1,000. Notices of any redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at such holder's registered address. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed, and the Trustee shall authenticate and deliver to the holder of the original Note a new Note in principal amount equal to the unredeemed portion of the original Note promptly after the original Note has been cancelled. On and after the redemption date, interest will cease to accrue on Notes or portions thereof called for redemption.

Change of Control

In the event of a Change of Control (as defined herein), the Company will make an offer to purchase all of the then outstanding Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest to the date of purchase, in accordance with the terms set forth below (a "Change of Control Offer").

Within 30 days after any Change of Control, we will mail to each holder of Notes at such holder's registered address a notice stating: (i) that a Change of Control has occurred and that such holder has the right to require the Company to purchase all or a portion (equal to \$1,000 or an integral multiple thereof) of such holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest to the date of purchase (the "Change of Control Purchase Date"), which shall be a Business Day, specified in such notice, that is not earlier than 30 days or later than 60 days from the date such notice is mailed, (ii) the amount of accrued and unpaid interest as of the Change of Control Purchase Date, (iii) that any Note not tendered will continue to accrue interest, (iv) that, unless the Company defaults in the payment of the purchase price for the Notes payable pursuant to the Change of Control Offer, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Purchase Date, (v) the procedures, consistent with the Indenture, to be followed by a holder of Notes in order to accept a Change of Control Offer or to withdraw such acceptance, and (vi) such other information as may be required by the Indenture and applicable laws and regulations.

Table of Contents

On the Change of Control Purchase Date, we will (i) accept for payment all Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent the aggregate purchase price of all Notes or portions thereof accepted for payment and any accrued and unpaid interest on such Notes as of the Change of Control Purchase Date, and (iii) deliver or cause to be delivered to the Trustee for cancellation all Notes tendered pursuant to the Change of Control Offer. The Paying Agent shall promptly deliver to each holder of Notes or portions thereof accepted for payment an amount equal to the purchase price for such Notes plus any accrued and unpaid interest thereon to the Change of Control Purchase Date, and the Trustee shall promptly authenticate and deliver to such holder of Notes accepted for payment in part a new Note equal in principal amount to any unpurchased portion of the Notes, and any Note not accepted for payment in whole or in part for any reason consistent with the Indenture shall be promptly returned to the holder of such Note. On and after a Change of Control Purchase Date, interest will cease to accrue on the Notes or portions thereof accepted for payment, unless the Company defaults in the payment of the purchase price therefor. We will announce the results of the Change of Control Offer to holders of the Notes on or as soon as practicable after the Change of Control Purchase Date.

We will comply with the applicable tender offer rules, including the requirements of Rule 14e-1 under the Exchange Act, and all other applicable securities laws and regulations in connection with any Change of Control Offer.

The Change of Control provision will not require us to make a Change of Control Offer upon the consummation of any transaction contemplated by clause (b) of the definition of Change of Control if the party that will own, directly or indirectly, more than 50% of the Voting Stock of the Company as a result of such transaction is J. Mack Robinson, Robert S. Prather, Jr. or certain other persons, entities or groups affiliated with or controlled by either of them. See “—*Certain Definitions—Permitted Holders.*” J. Mack Robinson and Robert S. Prather are directors of the Company. As a result of the definition of Permitted Holders, a concentration of control in the hands of Permitted Holders would not give rise to a situation where holders could have their Notes repurchased pursuant to a Change of Control Offer. As of April 16, 2010, Mr. Robinson was the beneficial owner of approximately 39% of the outstanding Voting Stock.

The Change of Control provision and the other covenants that limit the ability of the Company to incur debt may not necessarily afford holders protection in the event of a highly leveraged transaction, such as a reorganization, merger or similar transaction involving the Company that may adversely affect holders, because such transactions may not involve a concentration in voting power or beneficial ownership, or, if there were such a concentration, may not involve a concentration of the magnitude required under the definition of Change of Control.

With respect to the sale of “substantially all” the assets of the Company, which would constitute a Change of Control for purposes of the Indenture, the meaning of the phrase “substantially all” varies according to the facts and circumstances of the subject transaction, has no clearly established meaning under relevant law and is subject to judicial interpretation. Accordingly, in certain circumstances there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of “substantially all” of the assets of the Company and, therefore, it may be unclear whether a Change of Control has occurred and whether the Notes should be subject to a Change of Control Offer. Further, Change of Control will be defined in the Indenture to include any transaction as a result of which individuals who constitute a majority of the board of directors of the Company together with directors approved by such directors or by the Permitted Holders cease for any reasons to constitute a majority of directors. See “—*Certain Definitions.*” In a recent decision, the Chancery Court of Delaware raised the possibility that a change of control as a result of a failure to have “continuing directors” comprising a majority of the board of directors may be unenforceable on public policy grounds. Accordingly, in certain circumstances there may be a degree of uncertainty in ascertaining whether a Change of Control has occurred and whether the Company is required to make a Change of Control Offer following a transaction that results in such a change in the board of directors of the Company.

Certain Covenants

Limitation on Incurrence of Indebtedness. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or directly or indirectly guarantee or in any other manner become directly or indirectly liable for (“incur”) any Indebtedness (including Acquired Debt) if, immediately after giving *pro forma* effect to such incurrence and the application of the proceeds thereof, the Debt to Operating Cash Flow Ratio of the Company and its Restricted Subsidiaries is more than 7.0 to 1.0.

The foregoing limitations will not apply to the incurrence of any of the following (collectively, “Permitted Indebtedness”):

- (i) Indebtedness of the Company incurred under Senior Credit Facilities in an aggregate principal amount at any time outstanding not to exceed the sum of (x) \$516.0 million and (y) \$75.0 million of extensions of credit under revolving facilities under Senior Credit Facilities, less the aggregate amount of all Net Proceeds of Asset Sales applied by the Company or any of its Restricted Subsidiaries since the Issue Date to repay any term loans thereunder or to repay revolving loans thereunder and effect a corresponding commitment reduction thereunder pursuant to and in accordance with the covenant described under “—*Certain Covenants—Limitation on Asset Sales*”;
- (ii) Indebtedness of any Subsidiary Guarantor consisting of a guarantee of Indebtedness of the Company under the Senior Credit Facility;
- (iii) Indebtedness of the Company represented by (a) the Notes issued on the Issue Date and exchange notes issued therefor and (b) Indebtedness of any Subsidiary Guarantor represented by a Subsidiary Guarantee in respect thereof or in respect of Additional Notes incurred in accordance with the Indenture;
- (iv) Indebtedness owed by any Subsidiary Guarantor to the Company or to another Subsidiary Guarantor, or owed by the Company to any Subsidiary Guarantor; *provided* that any such Indebtedness shall be held by a Person which is either the Company or a Subsidiary Guarantor; and *provided, further*, that an incurrence of additional Indebtedness which is not permitted under this clause (iv) shall be deemed to have occurred upon either (a) the transfer or other disposition of any such Indebtedness to a Person other than the Company or another Subsidiary Guarantor or (b) the sale, lease, transfer or other disposition of shares of Capital Stock (including by consolidation or merger) of any such Subsidiary Guarantor to a Person other than the Company or another Subsidiary Guarantor such that such Subsidiary Guarantor ceases to be a Subsidiary Guarantor;
- (v) Indebtedness of any Subsidiary Guarantor consisting of guarantees of any Indebtedness of the Company or another Subsidiary Guarantor which Indebtedness of the Company or another Subsidiary Guarantor has been incurred in accordance with the provisions of the Indenture;
- (vi) Indebtedness arising with respect to Interest Rate Agreement Obligations incurred for the purpose of hedging interest rate risk with respect to any Indebtedness (and not for speculative purposes) that is permitted by the terms of the Indenture to be outstanding; *provided, however*, that the notional principal amount of such Interest Rate Agreement Obligation does not exceed the principal amount of the Indebtedness to which such Interest Rate Agreement Obligation relates;
- (vii) Permitted Purchase Money Indebtedness, Capital Lease Obligations and mortgage financings so long as the aggregate amount of all such Permitted Purchase Money Indebtedness, Capital Lease Obligations and mortgage financings does not exceed \$15.0 million at any one time outstanding;
- (viii) Acquisition Debt of an Issuer or a Restricted Subsidiary if (w) such Acquisition Debt is incurred within 270 days after the date on which the related definitive acquisition agreement or LMA, as the case may be, was entered into by the Company or such Restricted Subsidiary, (x) the aggregate principal amount of such Acquisition Debt is no greater than the aggregate principal amount of Acquisition Debt set forth in a notice from the Company to the Trustee (an “Incurrence Notice”) within ten days after the date on which the related definitive acquisition agreement or LMA, as the case may be, was entered into by the Company or such Restricted Subsidiary, which notice shall be executed on the Company’s behalf by the chief financial officer of the Company in such capacity and shall describe in reasonable detail the acquisition or LMA, as the case may be, which such Acquisition Debt will be incurred to finance, (y) after giving pro forma effect to the acquisition or LMA, as the case may be, described in such Incurrence Notice, the Company or such Restricted Subsidiary could have incurred such Acquisition Debt under the Indenture as of the date upon which the Company delivers such Incurrence Notice to the Trustee and (z) such Acquisition Debt is utilized solely to finance the acquisition or LMA, as the case may be, described in such Incurrence Notice (including to repay or refinance Indebtedness or other obligations incurred in connection with such acquisition or LMA, as the case may be, and to pay related fees and expenses);
- (ix) Refinancing Indebtedness in respect of Indebtedness permitted by the first paragraph of this covenant, clause (iii) above, clause (viii) above, this clause (ix) or clause (x) below;
- (x) Indebtedness of the Company or any Subsidiary Guarantor existing on the Issue Date;

(xi) Indebtedness consisting of customary indemnification, adjustments of purchase price or similar obligations, in each case, incurred or assumed in connection with the acquisition of any business or assets;

(xii) Indebtedness incurred by the Company or any Restricted Subsidiary constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business, including without limitation to letters of credit in respect to workers' compensation claims or self-insurance, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims; provided, however, that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(xiii) Obligations in respect of performance and surety bonds and completion guarantees provided by the Company or any Restricted Subsidiary in the ordinary course of business;

(xiv) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness arising from customary cash management services or the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days;

(xv) unsecured Indebtedness of the Company owing to any then existing or former director, officer or employee of the Company or any of its Restricted Subsidiaries or their respective assigns, estates, heirs or their current or former spouses for the repurchase, redemption or other acquisition or retirement for value of any Capital Stock held by them that would have otherwise been permitted pursuant to clause (vii) of the second paragraph of the covenant described above under the caption "*—Limitation on Restricted Payments*";

(xvi) Indebtedness of the Company or any Subsidiary Guarantor incurred to finance the redemption, repurchase or other repayment of the Company's Series D perpetual preferred stock outstanding after giving effect to the transactions contemplated by the Offering Memorandum, dated April 21, 2010, relating to the offering of the original notes (the "*Offering Memorandum*") (including the use of proceeds of the Notes), in an aggregate principal amount not to exceed an amount equal to 100% of the fair market value (measured on the basis of its then-current market price) of Capital Stock of the Company (other than Disqualified Stock) issued prior to or concurrently with the incurrence of such Indebtedness which was issued or the proceeds of which was used in connection with the redemption, repurchase or other repayment of Series D perpetual preferred stock outstanding on the Issue Date after giving effect to the transactions contemplated by the Offering Memorandum; *provided* that immediately after giving *pro forma* effect to such incurrence and the application of the proceeds thereof, the Debt to Operating Cash Flow Ratio of the Company and its Restricted Subsidiaries is not more than 7.5 to 1.0; *provided further* that the proceeds of any such Capital Stock issuance shall not increase the amount available under clause (iii) under "*— Limitation on Restricted Payments*"; and

(xvii) Indebtedness of the Company and its Restricted Subsidiaries in addition to that described in clauses (i) through (xvi) above, and any renewals, extensions, substitutions, refundings, refinancings or replacements of such Indebtedness, so long as the aggregate principal amount of all such Indebtedness incurred pursuant to this clause (xvi) does not exceed \$15.0 million at any one time outstanding.

For purposes of determining compliance with this covenant:

(1) In the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness permitted pursuant to clauses (i) through (xvii) above, the Company shall, in its sole discretion, be permitted to classify such item of Indebtedness in any manner that complies with this covenant and may from time to time reclassify such items of Indebtedness in any manner that would comply with this covenant at the time of such reclassification;

(2) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;

(3) In the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this covenant, the Company, in its sole discretion, shall classify such Indebtedness and only be required to include the amount of such Indebtedness in one of such clauses; and

(4) Accrual of interest (including interest paid-in-kind) and the accretion of accreted value will not be deemed to be an incurrence of Indebtedness for purposes of this covenant.

Notwithstanding any other provision of this covenant:

(1) The maximum amount of Indebtedness that the Company or any Restricted Subsidiary of the Company may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies; and

(2) Indebtedness incurred pursuant to the Senior Credit Facility prior to or on the date of the Indenture shall be treated as incurred pursuant to clause (i) of the first paragraph of this covenant.

Limitation on Restricted Payments. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any Restricted Payment, unless at the time of and immediately after giving effect to the proposed Restricted Payment (with the value of any such Restricted Payment, if other than cash, to be determined by the Board of Directors of the Company in good faith and which determination shall be conclusive and evidenced by a board resolution),

(i) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof,

(ii) the Company could incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph under “—*Limitation on Incurrence of Indebtedness,*” and

(iii) the aggregate amount of all Restricted Payments made after the Issue Date shall not exceed the sum of (without duplication):

(a) an amount equal to the Company’s Cumulative Operating Cash Flow less 1.4 times the Company’s Cumulative Consolidated Interest Expense, *plus*

(b) the aggregate amount of all net cash proceeds received after the Issue Date by the Company from (x) the issuance and sale (other than to a Subsidiary of the Company) of Capital Stock of the Company (other than Disqualified Stock) to the extent that such proceeds are not used to redeem, repurchase, retire or otherwise acquire Capital Stock or any Indebtedness of the Company or any Subsidiary of the Company pursuant to clause (ii) of the next paragraph or (y) Indebtedness of the Company issued since the Issue Date (other than to Subsidiaries) that have been converted into Capital Stock of the Company (other than Disqualified Stock), *plus*

(c) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the Issue Date, 100% of the fair market value of such Subsidiary as of the date of such redesignation, *plus*

(d) the aggregate amount returned in cash with respect of Investments (other than Permitted Investments) made after the Issue Date whether through interest payments, principal payments, dividends or other distributions, *plus*

(e) in the case of the disposition or repayment of any Investment for cash, which Investment constituted a Restricted Payment made after the Issue Date, an amount equal to the return of capital with respect to such Investment, reduced (but not below zero) by the excess, if any, of the cost of the disposition of such Investment over the gain, if any, realized by the Company or such Restricted Subsidiary in respect of such disposition.

The foregoing provisions will not prohibit, so long as there is no Default or Event of Default continuing, the following actions (collectively, “Permitted Payments”):

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at such declaration date such payment would have been permitted under the Indenture;

(ii) the redemption, repurchase, retirement, defeasance or other acquisition of any Capital Stock or any Indebtedness of the Company in exchange for, or out of the proceeds of the sale (other than to a Subsidiary of the Company), within six months prior to the consummation of such redemption, repurchase, retirement, defeasance or other such acquisition of any Capital Stock or Indebtedness of the Company, of Capital Stock of the Company (other than any Disqualified Stock);

Table of Contents

(iii) the repurchase, redemption or other repayment of any Subordinated Debt of the Company or a Subsidiary Guarantor in exchange for, by conversion into or solely out of the proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of Subordinated Debt of the Company or such Subsidiary Guarantor with a Weighted Average Life to Maturity equal to or greater than the then remaining Weighted Average Life to Maturity of the Subordinated Debt repurchased, redeemed or repaid;

(iv) Restricted Investments received as consideration in connection with an Asset Sale made in compliance with the Indenture;

(v) the making of a Restricted Investment out of the proceeds of the sale (other than to a Subsidiary of the Company) within one year prior to the making of such Restricted Investment of Capital Stock of the Company (other than any Disqualified Stock);

(vi) the payment of any dividend or distribution by a Subsidiary that is a Qualified Joint Venture to the holders of its Capital Stock on a *pro rata* basis;

(vii) the repurchase, redemption or other acquisition or retirement for value of any Capital Stock of the Company to effect the repurchase, redemption, acquisition or retirement of Capital Stock that is held by any member or former member of the Company's (or any Subsidiary's) management, or by any of its respective directors, employees or consultants; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Capital Stock may not exceed the sum of \$1.0 million in any calendar year (with unused amounts in any calendar year being available to be so utilized in succeeding calendar years);

(viii) repurchases of Capital Stock of the Company deemed to occur upon the exercise of stock options;

(ix) payments or distributions to dissenting stockholders pursuant to applicable law in connection with a consolidation, merger, or transfer of assets that complies with the provision of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company;

(x) Restricted Payments consisting of the redemption, repurchase or other repayment of a portion of the Company's Series D perpetual preferred stock as set forth under "Use of Proceeds" in connection with the transactions contemplated by the Offering Memorandum;

(xi) Restricted Payments using the proceeds of Indebtedness incurred under clause (xvi) of the second paragraph under "*Limitation on Incurrence of Indebtedness*" used to fund the redemption, repurchase or other repayment of the Company's Series D perpetual preferred stock outstanding on the Issue Date after giving effect to the transactions contemplated by the Offering Memorandum; *provided* that immediately after giving *pro forma* effect to such Restricted Payment, the Debt to Operating Cash Flow Ratio of the Company and its Restricted Subsidiaries is not more than 7.5 to 1.0; and

(xii) other Restricted Payments not to exceed \$10.0 million in the aggregate.

In computing the amount of Restricted Payments for purposes of clause (iii) of the second preceding paragraph, Restricted Payments made under clauses (i), (v), (vii), (ix) and (xi) of the preceding paragraph shall be included and Restricted Payments made under clauses (ii), (iii), (iv), (vi), (viii), (x) and (xii) of the preceding paragraph shall not be included.

Limitation on Asset Sales. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Sale unless (i) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (determined by the Board of Directors of the Company in good faith, which determination shall be evidenced by a board resolution) of the assets or other property sold or disposed of in the Asset Sale, (ii) at least 75% of such consideration is in the form of cash or Cash Equivalents or assets used or useful in the business of the Company and (iii) if such Asset Sale involves the disposition of Collateral, the Company or such Restricted Subsidiary has complied with the provisions of the Indenture and the Security Documents; *provided* that for purposes of this covenant "cash" shall include the amount of any liabilities (other than liabilities that are by their terms subordinated to the Notes or any Subsidiary Guarantee) of the Company or such Subsidiary (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets or other property in such Asset Sale (and excluding any liabilities that are incurred in connection with or in anticipation of such Asset Sale), but only to the extent that such assumption is effected on a basis under which there is no further recourse to the Company or any of its Subsidiaries with respect to such liabilities.

[Table of Contents](#)

Notwithstanding clause (ii) above, (a) all or a portion of the consideration for any such Asset Sale may consist of all or substantially all of the assets or a majority of the Voting Stock of an existing television business, franchise or station (whether existing as a separate entity, subsidiary, division, unit or otherwise) or any business directly related thereto and (b) the Company may, and may permit its Subsidiaries to, issue shares of Capital Stock in a Qualified Joint Venture to a Qualified Joint Venture Partner without regard to clause (ii) above; *provided* that, in the case of any of (a) or (b) of this sentence after giving effect to any such Asset Sale and related acquisition of assets or Voting Stock, (x) no Default or Event of Default shall have occurred or be continuing; and (y) the Net Proceeds of any such Asset Sale, if any, are applied in accordance with this covenant.

Within 360 days after any Asset Sale (or such shorter period as the Company in its sole election may determine), the Company may elect to apply or cause to be applied the Net Proceeds from such Asset Sale to (a) repay First Lien Obligations, (b) make an investment in, or acquire assets directly related to, the business of the Company and its Subsidiaries existing on the Issue Date; *provided* that if such Net Cash Proceeds are received in respect of Collateral, such assets are pledged as Collateral under the Security Documents and/or (c) to make capital expenditures in or that is used or useful in the business or to make capital expenditures for maintenance, repair or improvement of existing assets in accordance with the terms of the Indenture. Any Net Proceeds from an Asset Sale not applied or invested as provided in the first sentence of this paragraph within 360 days (or such shorter period as the Company in its sole election may determine) of such Asset Sale will be deemed to constitute "Excess Proceeds" on the 361st day after such Asset Sale.

As soon as practical, but in no event later than 20 Business Days after any date (an "Asset Sale Offer Trigger Date") that the aggregate amount of Excess Proceeds exceeds \$10.0 million, the Company shall commence an offer to purchase to all Holders of Notes (an "Asset Sale Offer") at a price in cash equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase and (x) in the case of Net Proceeds from Collateral, to the holders of any other Permitted Additional Pari Passu Secured Obligations containing provisions similar to those set forth in the Indenture with respect to asset sales or (y) in the case of any other Net Proceeds, to all holders of other Indebtedness ranking *pari passu* with the Notes containing provisions similar to those set forth in the Indenture with respect to asset sales, in each case, equal to the Excess Proceeds. If the aggregate principal amount of Notes and other Permitted Additional Pari Passu Secured Obligations (in the case of Net Proceeds from Collateral) or Notes and other *pari passu* debt (in the case of any other Net Proceeds) tendered into such Offer to Purchase exceeds the amount of Excess Proceeds, the Trustee will select the Notes and the Company or its agent shall select the other Permitted Additional Pari Passu Secured Obligations or other *pari passu* debt, as the case may be, to be purchased on a *pro rata* basis. Upon completion of each Offer to Purchase, the amount of Excess Proceeds will be reset at zero. To the extent that any Excess Proceeds remain after completion of an Asset Sale Offer, the Company may use the remaining amount for general corporate purposes and such amount shall no longer constitute Excess Proceeds.

In connection with an Asset Sale Offer, the Company shall mail to each holder of Notes at such holder's registered address a notice stating: (i) that an Asset Sale Offer Trigger Date has occurred and that the Company is offering to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds (and identifying other Indebtedness, if any, that is entitled to participate *pro rata* in the Offer), at an offer price in cash equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase (the "Asset Sale Offer Purchase Date"), which shall be a Business Day, specified in such notice, that is not earlier than 30 days or later than 60 days from the date such notice is mailed, (ii) the amount of accrued and unpaid interest as of the Asset Sale Offer Purchase Date, (iii) that any Note not tendered will continue to accrue interest, (iv) that, unless the Company defaults in the payment of the purchase price for the Notes payable pursuant to the Asset Sale Offer, any Notes accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Asset Sale Offer Purchase Date, (v) the procedures, consistent with the Indenture, to be followed by a holder of Notes in order to accept an Asset Sale Offer or to withdraw such acceptance, and (vi) such other information as may be required by the Indenture and applicable laws and regulations.

On the Asset Sale Offer Purchase Date, the Company will (i) accept for payment the maximum principal amount of Notes or portions thereof tendered pursuant to the Asset Sale Offer that can be purchased out of Excess Proceeds from such Asset Sale, (ii) deposit with the Paying Agent the aggregate purchase price of all Notes or portions thereof accepted for payment and any accrued and unpaid interest on such Notes as of the Asset Sale Offer Purchase Date, and (iii) deliver or cause to be delivered to the Trustee all Notes tendered pursuant to the Asset Sale Offer. If less than all Notes tendered pursuant to the Asset Sale Offer are accepted for payment by the Company for any reason consistent with the Indenture, selection of the Notes to be purchased by the Company shall be in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a *pro rata* basis, by lot or by such method as the Trustee shall deem fair and appropriate; *provided* that Notes accepted for payment in part shall only be purchased in integral multiples of \$1,000. The Paying Agent shall promptly mail to each holder of Notes or portions thereof accepted for payment an amount equal to the purchase price for such Notes plus any accrued and unpaid interest thereon, and the Trustee shall promptly authenticate and mail to such holder of Notes accepted for payment in part

[Table of Contents](#)

a new Note equal in principal amount to any unpurchased portion of the Notes, and any Note not accepted for payment in whole or in part shall be promptly returned to the holder of such Note. On and after an Asset Sale Offer Purchase Date, interest will cease to accrue on the Notes or portions thereof accepted for payment, unless the Company defaults in the payment of the purchase price therefor. The Company will announce the results of the Asset Sale Offer to holders of the Notes on or as soon as practicable after the Asset Sale Offer Purchase Date.

The Company will comply with the applicable tender offer rules, including the requirements of Rule 14e-1 under the Exchange Act, and all other applicable securities laws and regulations in connection with any Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the Asset Sale Offer provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under the Asset Sale Offer provisions of the Indenture by virtue of such compliance.

The Senior Credit Facility limits the Company from purchasing any Notes, and also provides that certain asset sale events with respect to the Company would constitute a default under the Senior Credit Facility. Any future credit agreements or other agreements to which the Company becomes a party may contain similar restrictions and provisions. In the event an Asset Sale generating Excess Proceeds occurs at a time when the Company is prohibited from purchasing Notes, the Company could seek the consent of its senior lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company does not obtain such a consent or repay such borrowings, the Company will remain prohibited from purchasing Notes. In such case, the Company's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which would, in turn, constitute a default under such other agreements.

Events of Loss. In the event of an Event of Loss resulting in Net Loss Proceeds in excess of \$5.0 million, the Company or the affected Restricted Subsidiary of the Company, as the case may be, may (and to the extent required pursuant to the terms of any lease encumbered by a mortgage shall) apply the Net Loss Proceeds from such Event of Loss to (i) repay First Lien Obligations and/or (ii) the rebuilding, repair, replacement or construction of improvements to the property affected by such Event of Loss (the "Subject Property"), with no concurrent obligation to offer to purchase any of the Notes; *provided, however*, that the Company delivers to the Trustee within 90 days of such Event of Loss an Officer's Certificate certifying that the Company has applied (or will apply after receipt of any anticipated insurance or similar proceeds) the Net Loss Proceeds or other sources in accordance with this sentence.

Any Net Loss Proceeds that are not reinvested or not permitted to be reinvested as provided in the first sentence of this covenant will be deemed "Excess Loss Proceeds." When the aggregate amount of Excess Loss Proceeds exceeds \$10.0 million, the Company will make an offer (an "Event of Loss Offer") to all Holders and to the holders of any other Permitted Additional Pari Passu Secured Obligations containing provisions similar to those set forth in the Indenture with respect to events of loss to purchase or repurchase the Notes and such other Permitted Additional Pari Passu Secured Obligations with the proceeds from the Event of Loss in an amount equal to the maximum principal amount of Notes and such other Permitted Additional Pari Passu Secured Obligations that may be purchased out of the Excess Loss Proceeds. The offer price in any Event of Loss Offer will be equal to 100% of the principal amount plus accrued and unpaid interest if any, to the date of purchase, and will be payable in cash. If any Excess Loss Proceeds remain after consummation of an Event of Loss Offer, the Company may use such Excess Loss Proceeds for any purpose not otherwise prohibited by the Indenture and the Security Documents and such remaining amount shall not be added to any subsequent Excess Loss Proceeds for any purpose under the Indenture; *provided* that any remaining Excess Loss Proceeds shall remain subject to the Lien of the Security Documents. If the aggregate principal amount of Notes and other Permitted Additional Pari Passu Secured Obligations tendered pursuant to an Event of Loss Offer exceeds the Excess Loss Proceeds, the Trustee will select the Notes and the Company or its agent shall select such other Permitted Additional Pari Passu Secured Obligations to be purchased on a *pro rata* basis based on the principal amount tendered.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the offer to repurchase the Notes pursuant to an Event of Loss Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the Event of Loss provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under the Event of Loss provisions of the Indenture by virtue of such compliance.

Limitation on Liens. The Indenture provides that the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, create, incur, assume or suffer to exist any Liens of any kind, on or with respect to the Collateral except Permitted Collateral Liens. Subject to the immediately preceding sentence, the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, create, incur, assume or suffer to exist any Liens of any kind, other than Permitted Liens, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom other than the Collateral without securing the Notes and all other amounts due under the Indenture and the Security Documents (for so long as such Lien exists) equally and ratably with (or prior to) the obligation or liability secured by such Lien.

Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Company to (i) pay dividends or make any other distributions to the Company or any other Restricted Subsidiary of the Company on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Company or any other Restricted Subsidiary of the Company, (ii) make loans or advances to the Company or any other Restricted Subsidiary of the Company, or (iii) transfer any of its properties or assets to the Company or any other Restricted Subsidiary of the Company (collectively, "Payment Restrictions"), except for such encumbrances or restrictions existing on the Issue Date or otherwise existing under or by reason of (a) the Senior Credit Facility as in effect on the Issue Date, and any amendments, restatements, renewals, replacements or refinancings thereof; *provided* that such amendments, restatements, renewals, replacements or refinancings are no more restrictive in the aggregate with respect to such dividend and other payment restrictions than those contained in the Senior Credit Facility immediately prior to any such amendment, restatement, renewal, replacement or refinancing, (b) applicable law, (c) any instrument governing Indebtedness or Capital Stock of an Acquired Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with such acquisition); *provided* that such restriction is not applicable to any Person, or the properties or assets of any Person, other than the Acquired Person, (d) customary non-assignment provisions in leases entered into in the ordinary course of business, (e) purchase money Indebtedness for property acquired in the ordinary course of business that only impose restrictions on the property so acquired (and proceeds generated therefrom), (f) an agreement for the sale or disposition of the Capital Stock or assets of such Restricted Subsidiary; *provided* that such restriction is only applicable to such Restricted Subsidiary or assets, as applicable, and such sale or disposition otherwise is permitted under the covenant described under "*Limitation on Asset Sales*"; and *provided further* that such restriction or encumbrance shall be effective only for a period from the execution and delivery of such agreement through a termination date not later than 365 days after such execution and delivery, and (g) Refinancing Indebtedness permitted under the Indenture; *provided* that the restrictions contained in the agreements governing such Refinancing Indebtedness are not more restrictive in the aggregate than those contained in the agreements governing the Indebtedness being refinanced immediately prior to such refinancing.

Limitation on Transactions with Affiliates. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or suffer to exist any transaction or series of related transactions (including, without limitation, the sale, purchase, exchange or lease of assets, property or services) with any Affiliate of the Company or any beneficial owner of ten percent or more of any class of Capital Stock of the Company or any Restricted Subsidiary unless:

(i) such transaction or series of transactions is on terms that are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than would reasonably be expected to be available in a comparable transaction in arm's-length dealings with an unrelated third party, and

(ii) (a) with respect to any transaction or series of transactions involving aggregate payments in excess of \$5.0 million, the Company delivers an officers certificate to the Trustee certifying that such transaction or series of related transactions complies with clause (i) above and such transaction or series of related transactions has been approved by a majority of the members of the Board of Directors of the Company (and approved by a majority of the Independent Directors or, in the event there is only one Independent Director, by such Independent Director), and (b) with respect to any transaction or series of transactions involving aggregate payments in excess of \$10.0 million, the Company delivers to the Trustee an opinion to the effect that such transaction or series of transactions is fair to the Company or such Restricted Subsidiary from a financial point of view issued by an investment banking firm of national standing or nationally recognized accounting firm or appraisal firm.

Notwithstanding the foregoing, this provision will not apply to (i) employment agreements or compensation or employee benefit arrangements or indemnification agreements or similar arrangements with any officer, director or employee of the Company entered into in the ordinary course of business (including customary benefits thereunder), (ii) any transaction entered into by or among the Company or any Restricted Subsidiary and one or more Restricted Subsidiaries, (iii) transactions pursuant to agreements existing on the Issue Date and (iv) Restricted Payments and Permitted Investments.

Limitation on Creation of Unrestricted Subsidiaries. The Company may designate any Subsidiary of the Company to be an "Unrestricted Subsidiary" as provided below, in which event such Subsidiary and each other person that is a Subsidiary of such Subsidiary will be deemed to be an Unrestricted Subsidiary.

Table of Contents

“Unrestricted Subsidiary” means:

- (1) any Subsidiary designated as such by the Board of Directors of the Company as set forth below; and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, any other Restricted Subsidiary of the Company; *provided* that either:

(x) the Subsidiary to be so designated has total assets of \$1,000 or less; or

(y) immediately after giving effect to such designation, the Company could incur at least \$1.00 of additional Indebtedness (other than Permitted Indebtedness) pursuant to the first paragraph under the “—*Limitation on Incurrence of Indebtedness*” covenant,

and *provided further* that the Company could make a Restricted Payment or Permitted Investment in an amount equal to the fair market value as determined in good faith by the Board of Directors of such Subsidiary pursuant to the “—*Limitation on Restricted Payments*” covenant and such amount is thereafter treated as a Restricted Payment or Permitted Investment for the purpose of calculating the amount available in connection with such covenant.

An Unrestricted Subsidiary may be designated as a Restricted Subsidiary if (i) all the Indebtedness of such Unrestricted Subsidiary could be Incurred under the “—*Limitation on Incurrence of Indebtedness*” covenant and (ii) all the Liens on the property and assets of such Unrestricted Subsidiary could be incurred pursuant to the “—*Limitation on Liens*” covenant.

Future Subsidiary Guarantors. The Indenture provides that the Company shall cause each Restricted Subsidiary of the Company (other than any Foreign Subsidiary) formed or acquired after the Issue Date that (i) has assets in excess of \$1.0 million or (ii) directly or indirectly assumes, becomes a borrower under, guarantees or in any other manner become liable with respect to any Indebtedness of the Company under the Senior Credit Facility to issue a Subsidiary Guarantee and execute and deliver an indenture supplemental to the Indenture as a Subsidiary Guarantor. The Obligations under the Notes, the Note Guarantees and the Indenture and any Permitted Additional Pari Passu Secured Obligations of any Person that is or becomes a Subsidiary Guarantor after the Issue Date will be secured equally and ratably by a Second Priority Lien in the Collateral granted to the Collateral Agent for the benefit of the Holders of the Notes and the holders of Permitted Additional Pari Passu Secured Obligations. Such Subsidiary Guarantor will enter into a joinder agreement to the applicable Security Documents defining the terms of the security interests that secure payment and performance when due of the Notes and take all actions advisable in the opinion of the Company, as set forth in an Officers’ Certificate accompanied by an opinion of counsel to the Company to cause the Second Priority Liens created by the Collateral Agreement to be duly perfected to the extent required by such agreement in accordance with all applicable law, including the filing of financing statements in the jurisdictions of incorporation or formation of the Company and the Subsidiary Guarantors.

Provision of Financial Statements. The Indenture provides that, whether or not the Company is then subject to Section 13(a) or 15(d) of the Exchange Act, the Company will file with the SEC, so long as the Notes are outstanding, the annual reports, quarterly reports and other periodic reports which the Company would have been required to file with the SEC pursuant to such Section 13(a) or 15(d) if the Company were so subject, and such documents shall be filed with the SEC on or prior to the respective dates (the “Required Filing Dates”) by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in the event the filing such documents by the Company with the SEC is prohibited under the Exchange Act, (i) within 15 days of each Required Filing Date, (a) transmit by mail to all holders of Notes, as their names and addresses appear in the Note register, without cost to such holders and (b) file with the Trustee copies of the annual reports, quarterly reports and other periodic reports which the Company would have been required to file with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act if the Company were subject to such Sections and (ii) promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective holder at the Company’s cost.

Notwithstanding anything herein to the contrary, the Company will not be deemed to have failed to comply with any of its agreements under this covenant for purposes of clause (iii) under “—*Events of Default*” until 90 days after the date any report hereunder is required to be filed with the SEC (or posted in the Company’s website) pursuant to this covenant.

Additional Covenants. The Indenture also contains covenants with respect to the following matters: (i) payment of principal, premium and interest; (ii) maintenance of an office or agency in the City of New York; (iii) maintenance of corporate existence; (iv) payment of taxes and other claims; (v) maintenance of properties; and (vi) maintenance of insurance.

Merger, Consolidation and Sale of Assets

Table of Contents

The Indenture provides that the Company shall not consolidate or merge with or into (whether or not the Company is the Surviving Person), or, directly or indirectly through one or more Restricted Subsidiaries, sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person or Persons unless (i) the Surviving Person is a corporation or limited liability company or limited partnership organized or existing under the laws of the United States, any state thereof or the District of Columbia; *provided* that at any time the Company or its successor is not a corporation, there shall be a co-issuer of the Notes that is a corporation; (ii) the Surviving Person (if other than the Company) assumes all the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; (iii) immediately after such transaction, no Default or Event of Default shall have occurred and be continuing; (iv) the Surviving Person causes such amendments, supplements or other instruments to be executed, delivered, filed and recorded, as applicable, in such jurisdictions as may be required by applicable law to preserve and protect the Lien of the Security Documents on the Collateral owned by or transferred to the Surviving Person; (v) the Collateral owned by or transferred to the Surviving Person shall (a) continue to constitute Collateral under the Indenture and the Security Documents, (b) be subject to the Lien in favor of the Collateral Agent for the benefit of the Trustee and the Holders of the Notes, and (c) not be subject to any Lien other than Permitted Collateral Liens; (vi) the property and assets of the Person which is merged or consolidated with or into the Surviving Person, to the extent that they are property or assets of the types which would constitute Collateral under the Security Documents, shall be treated as after-acquired property and the Surviving Person shall take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in the Indenture; and (vii) at the time of such transaction and after giving *pro forma* effect thereto (other than a merger with a wholly-owned Subsidiary or for purposes of reincorporating into another state), the Surviving Person would (a) be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph of the covenant described under “—*Certain Covenants—Limitation on Incurrence of Indebtedness*” or (b) have a lower Debt to Operating Cash Flow Ratio immediately after the transaction than the Company’s Debt to Operating Cash Flow Ratio immediately prior to the transaction.

In the event of any transaction (other than a lease of all or substantially all assets) described in the immediately preceding paragraph in which the Company is not the Surviving Person and the Surviving Person is to assume all the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture, such Surviving Person shall succeed to, and be substituted for, and may exercise every right and power of, the Company, and the Company would be discharged from its obligations under the Indenture and the Notes; *provided* that solely for the purpose of calculating amounts described in clause (iii) under “—*Certain Covenants—Limitation on Restricted Payments*,” any such Surviving Person shall only be deemed to have succeeded to and be substituted for the Company with respect to the period subsequent to the effective time of such transaction (and the Company (before giving effect to such transaction) shall be deemed to be the “Company” for such purposes for all prior periods).

Events of Default

The Indenture provides that each of the following constitutes an Event of Default:

- (i) a default for 30 days in the payment when due of interest on any Note;
- (ii) a default in the payment when due of principal on any Note, whether upon maturity, acceleration, optional or mandatory redemption, required repurchase or otherwise;
- (iii) failure to perform or comply with any covenant, agreement or warranty in the Indenture (other than the defaults specified in clauses (i) and (ii) above) which failure continues for 60 days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate principal amount of the then outstanding Notes;
- (iv) the occurrence of one or more defaults under any agreements, indentures or instruments under which the Company or any Restricted Subsidiary of the Company then has outstanding Indebtedness in excess of \$10.0 million in the aggregate and, if not already matured at its final maturity in accordance with its terms, such Indebtedness shall have been accelerated;
- (v) except as permitted by the Indenture, any Subsidiary Guarantee shall for any reason cease to be, or be asserted in writing by any Subsidiary Guarantor or the Company not to be, in full force and effect and enforceable in accordance with its terms;
- (vi) one or more judgments, orders or decrees for the payment of money in excess of \$10.0 million, either individually or in the aggregate shall be entered against the Company or any Restricted Subsidiary of the Company or any of their respective

properties and which judgments, orders or decrees are not paid, discharged, bonded or stayed for a period of 60 days after their entry;

(vii) any holder or holders of at least \$10.0 million in aggregate principal amount of Indebtedness of the Company or any Restricted Subsidiary of the Company after a default under such Indebtedness (a) shall notify the Company or the Trustee of the intended sale or disposition of any assets of the Company or any Restricted Subsidiary of the Company with an aggregate fair market value (as determined in good faith by the Company's Board of Directors, which determination shall be evidenced by a board resolution), individually or in the aggregate, of at least \$10.0 million that have been pledged to or for the benefit of such holder or holders to secure such Indebtedness or (b) shall commence proceedings, or take any action (including by way of set-off), to retain in satisfaction of such Indebtedness, or to collect on, seize, dispose of or apply in satisfaction of such Indebtedness, such assets of the Company or any Restricted Subsidiary of the Company (including funds on deposit or held pursuant to lock-box and other similar arrangements);

(viii) there shall have been the entry by a court of competent jurisdiction of (a) a decree or order for relief in respect of the Company or any Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or (b) a decree or order adjudging the Company or any Restricted Subsidiary of the Company bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or any Restricted Subsidiary of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or any Restricted Subsidiary of the Company or of any substantial part of their respective properties, or ordering the winding up or liquidation of their affairs, and any such decree or order for relief shall continue to be in effect, or any such other decree or order shall be unstayed and in effect, for a period of 60 days;

(ix) (a) the Company or any Restricted Subsidiary of the Company commences a voluntary case or proceeding under any applicable Bankruptcy Law or any other case or proceeding to be adjudicated bankrupt or insolvent, (b) the Company or any Restricted Subsidiary of the Company consents to the entry of a decree or order for relief in respect of the Company or such Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against it, (c) the Company or any Restricted Subsidiary of the Company files a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, (d) the Company or any Restricted Subsidiary of the Company (x) consents to the filing of such petition or the appointment of or taking possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or such Restricted Subsidiary of the Company or of any substantial part of their respective property, (y) makes an assignment for the benefit of creditors or (z) admits in writing its inability to pay its debts generally as they become due or (e) the Company or any Restricted Subsidiary of the Company takes any corporate action in furtherance of any such actions in this paragraph (ix); or

(x) with respect to any Collateral having a fair market value in excess of \$10.0 million, individually or in the aggregate, (a) any default or breach by the Company or any Subsidiary Guarantor in the performance of its obligations under the Security Documents or the Indenture which adversely affects the condition or value of the collateral or the enforceability, validity, perfection or priority of the Second Priority Liens, taken as a whole in any material respect, and continuance of such default or breach for a period of 60 days after written notice thereof by the Trustee or the Holders of 25% in principal amount of the outstanding Notes, or (b) any security interest created under the Security Documents or under the Indenture is declared invalid or unenforceable by a court of competent jurisdiction or (y) the Company or any Subsidiary Guarantor asserts, in any pleading in any court of competent jurisdiction, that any security interest in any Collateral is invalid or unenforceable.

If any Event of Default (other than as specified in clause (viii) or (ix) of the preceding paragraph with respect to the Company or any Restricted Subsidiary) occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the then outstanding Notes may, and the Trustee at the request of such holders shall, declare all the Notes to be due and payable immediately. In the case of an Event of Default arising from the events specified in clause (viii) or (ix) of the preceding paragraph with respect to the Company or any Restricted Subsidiary, the principal of, premium, if any, and any accrued and unpaid interest on all outstanding Notes shall *ipso facto* become immediately due and payable without further action or notice.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the holders of all the Notes waive any existing Default or Event of Default and its consequences under the Indenture except (i) a continuing Default or Event of Default in the payment of the principal of, or premium, if any, or interest on, the Notes (which may only be waived with the consent of each holder of Notes affected), or (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of each holder of Notes affected. Subject to certain limitations, holders of a majority in principal amount of the

then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal, premium or interest) if it determines that withholding notice is in their interest.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required, upon becoming aware of any Default (which has not been timely cured) or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

Defeasance

The Company may, at its option and at any time, elect to have the obligations of the Company discharged with respect to the outstanding Notes and the Subsidiary Guarantees (“legal defeasance”). Such legal defeasance means that the Company and the Subsidiary Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the outstanding Notes and the Subsidiary Guarantees and to have satisfied all other obligations under the Notes, the Subsidiary Guarantees and the Indenture, except for (i) the rights of holders of the outstanding Notes to receive, solely from the trust fund described below, payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due, (ii) the Company’s obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes, and the maintenance of an office or agency for payment and money for security payments held in trust, (iii) the rights, powers, trusts, duties and immunities of the Trustee under the Indenture and (iv) the defeasance provisions of the Indenture. In addition, the Company may, at its option and at any time, elect to have the obligations of the Company and the Subsidiary Guarantors released with respect to certain covenants that are described in the Indenture (“covenant defeasance”) and any omission to comply with such obligations shall not constitute a Default or an Event of Default with respect to the Notes.

In order to exercise either legal defeasance or covenant defeasance, (i) the Company shall irrevocably deposit with the Trustee, as trust funds in trust for the benefit of the holders of the Notes, cash in United States dollars, U.S. Government Obligations, or a combination thereof, maturing as to principal and interest in such amounts as will be sufficient, without consideration of any reinvestment of such interest, in the opinion of a nationally recognized firm of independent public accountants or a nationally recognized investment banking firm, to pay and discharge the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity of such principal or installment of principal or interest; (ii) in the case of legal defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of the Notes will not recognize income, gain or loss for federal income tax purposes as a result of such legal defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred; (iii) in the case of covenant defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that the holders of the Notes will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; (iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit; (v) such legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a Default under, the Indenture or any other material agreement or instrument to which the Company is a party or by which it is bound; (vi) the Company shall have delivered to the Trustee an opinion of counsel to the effect that (A) the trust funds will not be subject to any rights of holders of other Indebtedness of the Company or of any Subsidiary Guarantor, including, without limitation, those arising under the Indenture, after the 91st day following the deposit and (B) after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors’ rights generally; (vii) the Company shall have delivered to the Trustee an officers’ certificate stating that the deposit was not made by the Company with the intent of preferring the holders of the Notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; (viii) no event or condition shall exist that would prevent the Company from making payments of the principal of, premium, if any, and interest on the Notes on the date of such deposit; and (ix) the Company shall have delivered to the Trustee an officers’ certificate and an opinion of counsel, each stating that all conditions precedent provided for relating to either the legal defeasance or the covenant defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture will cease to be of further effect (except as to surviving rights of registration, transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when (i) either (a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid) have been delivered to the Trustee for cancellation or (b) all Notes not theretofore delivered for cancellation (x) have become due and payable or (y) will become due and payable at their Stated Maturity within one year or (z) are to be called for redemption within one year under arrangements reasonably satisfactory to the Trustee, for the giving of notice of redemption by the Trustee in the name, and at the expense of, the Company; and the Company or any Subsidiary Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust an amount in United States dollars or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case, maturing prior to the date the Notes will have become due and payable, the Stated Maturity of the Notes or the relevant redemption date of the Notes, as the case may be, sufficient to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, including principal of, premium, if any, and accrued interest at maturity, Stated Maturity or redemption date; and (ii) the Company or any Subsidiary Guarantor has paid or caused to be paid all other sums payable under the Indenture by the Company and any Subsidiary Guarantor; and (iii) the Company has delivered to the Trustee an officers' certificate and an opinion of counsel each stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with and that such satisfaction and discharge will not result in a breach or violation of, or constitute a default under, the Indenture or any other material agreement or instrument to which the Company or any Restricted Subsidiary is a party or by which the Company or any Restricted Subsidiary is bound.

Modifications and Amendments

Modifications and amendments of the Indenture or the Notes may be made by the Company, the Subsidiary Guarantors and the Trustee with the written consent of the holders of not less than a majority in aggregate principal amount of the then outstanding Notes; *provided, however*, without the consent of the holder of each outstanding Note affected thereby, no such modification or amendment may (with respect to any Notes held by a nonconsenting holder): (i) change the stated maturity of the principal of, or any installment of interest on, any Note, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the coin or currency or the manner in which the principal of any Note or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); (ii) extend the time for payment of interest on the Notes; (iii) alter the redemption provisions in the Notes or the Indenture in a manner adverse to any holder of the Notes; (iv) reduce the percentage in principal amount of outstanding Notes, the consent of whose holders is required for any amended or supplemental indenture or the consent of whose holders is required for any waiver of compliance with any provision of the Indenture or any Default thereunder and their consequences provided for in the Indenture; (v) modify any of the provisions of the Indenture relating to any amended or supplemental indentures requiring the consent of holders or relating to the waiver of past defaults or relating to the waiver of any covenant, except to increase the percentage of outstanding Notes required for such actions or to provide that any other provision of the Indenture cannot be modified or waived without the consent of the holder of each Note affected thereby; and (vi) modify the ranking or priority of the Notes or any Subsidiary Guarantee; or (vii) release any Subsidiary Guarantor from any of its obligations under its Subsidiary Guarantee other than in accordance with the terms of the Indenture.

In addition, any amendment to, or waiver of, the provisions of the Indenture or any Security Document that has the effect of releasing all or substantially all of the Collateral from the Liens securing the Notes other than in accordance with the Indenture and the Security Documents or modify the Intercreditor Agreement in any manner adverse in any material respect to the Holders of the Notes will require the consent of the holders of at least 66 2/3% in aggregate principal amount of the Notes and Permitted Additional Pari Passu Secured Obligations then outstanding, voting as one class.

Notwithstanding the foregoing, without the consent of any holder of Notes, the Company, the Subsidiary Guarantors and the Trustee may amend or supplement the Indenture or the Notes to (i) cure any ambiguity, defect or inconsistency, (ii) provide for uncertificated Notes in addition to or in place of certificated Notes, (iii) provide for the assumption of the Company's obligations to the holders of the Notes in the event of any transaction involving the Company that is permitted under the provisions of "*—Merger, Consolidation and Sale of Assets*" in which the Company is not the Surviving Person, (iv) make any change that would provide any additional rights or benefits to the holders of the Notes or does not adversely affect the legal rights of any holder, (v) comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act, (vi) add additional Subsidiary Guarantors (which does not require existing Subsidiary Guarantors to execute such supplemental indenture), (vii) to secure additional Permitted Additional Pari Passu Secured Obligations pursuant to the Indenture by Liens ranking *pari passu*

[Table of Contents](#)

with the Liens securing the Notes and the Note Guarantees, (viii) to amend any Security Document to eliminate any assets purported to be secured thereby which are not actually owned by the Company or the Subsidiary Guarantors and were not owned by the Company or the Guarantors at the time such Security Document was entered into, (ix) to release a Guarantor from its Guarantee when permitted by the Indenture or Intercreditor Agreement or (x) to conform the Indenture, the Security Documents or the Notes to provisions of this Description of Notes to the extent such provision was intended to be a verbatim recitation thereof.

The Trustee

In the event that the Trustee becomes a creditor of the Company, the Indenture contains certain limitations on the rights of the Trustee to obtain payment of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee, or resign.

The holders of a majority in aggregate principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that, in case an Event of Default has occurred and has not been cured, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. The Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder shall have offered to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense.

The Indenture provides that neither the Trustee nor the Collateral Agent shall be responsible for the existence, genuineness, value or protection of any Collateral (except for the safe custody of Collateral in its possession and the accounting for Trust Monies actually received), for the legality, effectiveness or sufficiency of any Security Document, or for the creation, perfection, priority, sufficiency or protection of any Second Priority Lien.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the Notes, the Indenture, the Note Guarantees and the Security Documents, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for the definition of all other terms used in the Indenture.

“Acquisition Debt” means Indebtedness the proceeds of which are utilized solely to (x) acquire all or substantially all of the assets or a majority of the Voting Stock of an existing television broadcasting business franchise or station or (y) finance an LMA (including to repay or refinance Indebtedness or other obligations incurred in connection with such acquisition or LMA, as the case may be, and to pay related fees and expenses).

“Acquired Debt” means, with respect to any specified Person, Indebtedness of any other Person (the “Acquired Person”) existing at the time the Acquired Person merges with or into, or becomes a Restricted Subsidiary of, such specified Person, including Indebtedness incurred in connection with, or in contemplation of, the Acquired Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) of any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

Table of Contents

“Asset Sale” means (i) any sale, lease, conveyance or other disposition by the Company or any Restricted Subsidiary of the Company of any assets (including by way of a sale-and-leaseback) other than in the ordinary course of business (*provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company shall not be an “Asset Sale” but instead shall be governed by the provisions of the Indenture described under “—*Merger, Consolidation and Sale of Assets*”) or (ii) the issuance or sale of Capital Stock of any Subsidiary of the Company, in each case, whether in a single transaction or a series of related transactions, to any Person (other than to the Company or a Subsidiary Guarantor); *provided* that the term “Asset Sale” shall not include any disposition or dispositions (i) during any twelve-month period of assets or property having a fair market value of less than \$5.0 million in the aggregate; (ii) between or among the Company and Subsidiary Guarantors (including equity issuances); (iii) in a transaction constituting a Change of Control; (iv) of products, services or accounts receivable in the ordinary course of business; (v) damaged, worn-out or obsolete assets; (vi) cash or Cash Equivalents; and (vii) Restricted Payments.

“Bankruptcy Law” means Title 11, United States Bankruptcy Code of 1978, as amended, or any similar United States federal or state law relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors, or any amendment to, succession to or change in any such law.

“Business Day” means any date which is not a Legal Holiday.

“Capital Lease Obligations” of any Person means the obligations to pay rent or other amounts under a lease of (or other Indebtedness arrangements conveying the right to use) real or personal property of such Person which are required to be classified and accounted for as a capital lease or liability on the face of a balance sheet of such Person in accordance with GAAP. The amount of such obligations shall be the capitalized amount thereof in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

“Capital Stock” of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, of such Person, including any Preferred Stock.

“Cash Equivalents” means (i) marketable direct obligations issued or guaranteed by the United States of America, or any governmental entity or agency or political subdivision thereof (*provided* that the full faith and credit of the United States of America is pledged in support thereof) maturing within one year of the date of purchase; (ii) commercial paper issued by corporations, each of which shall have a consolidated net worth of at least \$500 million, maturing within 180 days from the date of the original issue thereof, and rated “P-1” or better by Moody’s Investors Service or “A-1” or better by Standard & Poor’s Corporation or an equivalent rating or better by any other nationally recognized securities rating agency; and (iii) certificates of deposit issued or acceptances accepted by or guaranteed by any bank or trust company organized under the laws of the United States of America or any state thereof or the District of Columbia, in each case having capital, surplus and undivided profits totaling more than \$500 million, maturing within one year of the date of purchase; and (iv) any money market fund sponsored by a registered broker dealer or mutual fund distributor (including the Trustee) that invests solely in the securities specified in the foregoing clause (i), (ii) or (iii).

“Change of Control” means the occurrence of any of the following events:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), disregarding the Permitted Holders, becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have beneficial ownership of all shares of Capital Stock that such person or group has the right to acquire regardless of when such right is first exercisable), directly or indirectly, of more than 50% of the total voting power represented by the outstanding Voting Stock of the Company;

(b) the Company merges with or into another Person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person, or any Person merges with or into the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where (x) the outstanding Voting Stock of the Company is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee corporation and (y) immediately after such transaction no “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), disregarding the Permitted Holders, is the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have beneficial ownership of all shares of Capital Stock that such person or group has the right to acquire regardless of when such right is first exercisable), directly or indirectly, of more than 50% of the total voting power represented by the outstanding Voting Stock of the surviving or transferee corporation;

Table of Contents

(c) during any consecutive two-year period, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election by the Board of Directors of the Company or whose nomination for election by the stockholders of the Company was approved by (x) a vote of at least a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved (as described in this clause (x) or in the following clause (y)) or (y) Permitted Holders that are “beneficial owners” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of a majority of the total voting power represented by the outstanding Voting Stock of the Company) cease for any reason to constitute a majority of the Board then in office; or

(d) the Company is liquidated or dissolved or adopts a plan of liquidation.

“Collateral” means all of the assets of the Company and the Subsidiary Guarantors, whether real, personal or mixed, with respect to which a Lien is granted (or purported to be granted) as security for any Second Lien Obligations (including proceeds and products thereof).

“Collateral Agent” means the Trustee, in its capacity as Collateral Agent under the Security Documents together with its successors.

“Collateral Agreement” means the security agreement to be dated as of the Issue Date among the Collateral Agent, the Company and the Subsidiary Guarantors granting, among other things, a Second Priority Lien on the Collateral subject to Permitted Collateral Liens and Permitted Liens, in each case in favor of the Collateral Agent for its benefit and for the benefit of the Trustee and the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations, as amended, modified, restated, supplemented or replaced from time to time in accordance with its terms.

“Consolidated Interest Expense” means, with respect to any period, the sum of (i) the interest expense of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP consistently applied, including, without limitation or duplication, (a) amortization of debt discount, (b) the net payments, if any, under interest rate contracts (including amortization of discounts) and (c) accrued interest, plus (ii) the interest component of the Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by the Company during such period, and all capitalized interest of the Company and its Restricted Subsidiaries, in each case as determined on a consolidated basis in accordance with GAAP consistently applied.

“Consolidated Net Income” means, with respect to any period, the net income (or loss) of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP consistently applied, adjusted, to the extent included in calculating such net income (or loss), by excluding, without duplication, (i) the portion of net income (or loss) of the Company and its Restricted Subsidiaries allocable to interests in unconsolidated Persons, except to the extent of the amount of dividends or distributions actually paid to the Company or its Restricted Subsidiaries by such other Person during such period, (ii) net income (or loss) of any Person combined with the Company or any of its Restricted Subsidiaries on a “pooling of interests” basis attributable to any period prior to the date of combination, (iii) the net income of any Restricted Subsidiary to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income to the Company is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (iv) the net income of any Qualified Joint Venture in excess of the dividends and distributions paid by such Qualified Joint Venture to the Company or a Subsidiary Guarantor, (v) the Company’s proportionate share of net loss of any Qualified Joint Venture and (vi) the cumulative effect of a change in accounting principles.

“Cumulative Consolidated Interest Expense” means, as of any date of determination, Consolidated Interest Expense less non-cash amortization of deferred financing costs from the last day of the month immediately preceding the Issue Date to the last day of the most recently ended month prior to such date for which financial statements are available, taken as a single accounting period.

“Cumulative Operating Cash Flow” means, as of any date of determination, Operating Cash Flow from the last day of the month immediately preceding the Issue Date to the last day of the most recently ended month prior to such date for which financial statements are available, taken as a single accounting period.

Table of Contents

“Debt To Operating Cash Flow Ratio” means, with respect to any date of determination, the ratio of (i) the aggregate principal amount of all outstanding Indebtedness of the Company and its Restricted Subsidiaries as of such date on a consolidated basis to (ii) Operating Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis for the four most recent full fiscal quarters ending on or immediately prior to such date for which financial statements are available, determined on a *pro forma* basis after giving *pro forma* effect to (a) the incurrence of all Indebtedness to be incurred on such date and (if applicable) the application of the net proceeds therefrom, including to refinance other Indebtedness, as if such Indebtedness was incurred, and the application of such proceeds occurred, at the beginning of such four-quarter period; (b) the incurrence, repayment or retirement of any other Indebtedness by the Company and its Restricted Subsidiaries since the first day of such four-quarter period as if such Indebtedness was incurred, repaid or retired at the beginning of such four-quarter period (including any such incurrence or issuance which is the subject of an Incurrence Notice delivered to the Trustee during such period pursuant to clause (vii) of the definition of “Permitted Indebtedness”) (except that, in making such computation, the amount of Indebtedness under any revolving credit facility shall be computed based upon the average balance of such Indebtedness at the end of each month during such four-quarter period); (c) in the case of Acquired Debt, the related acquisition as if such acquisition had occurred at the beginning of such four-quarter period; and (d) any acquisition or disposition by the Company and its Restricted Subsidiaries of any company or any business or any assets out of the ordinary course of business (including any *pro forma* expense and cost reductions calculated on a basis in accordance with Regulation S-X under the Exchange Act associated with any such acquisition or disposition), or any related repayment of Indebtedness, in each case since the first day of such four-quarter period (including any such acquisition which is the subject of an Incurrence Notice delivered to the Trustee during such period pursuant to clause (viii) of the definition of “Permitted Indebtedness”), assuming such acquisition or disposition had been consummated on the first day of such four-quarter period. In addition, the consolidated net income of a Person with outstanding Indebtedness or Capital Stock providing for a payment restriction which is permitted to exist by reason of clause (c) of the covenant described under “—*Certain Covenants—Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries*” shall not be taken into account in determining whether any Indebtedness is permitted to be incurred under the Indenture.

“Default” means any event that is, or after the giving of notice or passage of time or both would be, an Event of Default.

“Disposition” means, with respect to any Person, any merger, consolidation or other business combination involving such Person (whether or not such Person is the Surviving Person) or the sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of such Person’s assets.

“Disqualified Stock” means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part on or prior to the stated maturity of the Notes (which for avoidance of doubt shall exclude the Company’s Series D perpetual preferred stock as in effect on the Issue Date).

“Event of Loss” means, with respect to any property or asset (tangible or intangible, real or personal) constituting Collateral, any of the following:

- (i) any loss, destruction or damage of such property or asset;
- (ii) any institution of any proceeding for the condemnation or seizure of such property or asset or for the exercise of any right of eminent domain;
- (iii) any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such property or asset, or confiscation of such property or asset or the requisition of the use of such property or asset; or
- (iv) any settlement in lieu of clauses (ii) or (iii) above.

“Exchange Act” means the Securities Exchange Act of 1934.

“FCC” mean the Federal Communications Commission.

“FCC License” means any license, authorization, approval, or permit granted by the FCC pursuant to the Communications Act of 1934, as amended, to the Company or any Guarantor, or assigned or transferred to the Company or any Guarantor pursuant to FCC consent.

Table of Contents

“Film Contracts” means contracts with suppliers that convey the right to broadcast specified films, videotape motion pictures, syndicated television programs or sports or other programming.

“First Priority Agreement” means the collective reference to (a) the Senior Credit Facility in effect on the Issue Date, (b) any additional First Priority Agreement permitted to be designated as such by the First Priority Agreement then extant and the Indenture and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Senior Credit Facility in effect on the Issue Date, any such additional First Priority Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement or instrument expressly provides that it is not intended to be and is not a First Priority Agreement hereunder (a “Replacement First Priority Agreement”). Any reference to the First Priority Agreement hereunder shall be deemed a reference to any First Priority Agreement then extant.

“First Priority Creditors” means the “Lenders” as defined in the First Priority Agreement, or any Persons that are designated under the First Priority Agreement as the “First Priority Creditors” for purposes of this Agreement.

“First Priority Documents” means the First Priority Agreement, each First Priority Security Document and each First Priority Guarantee.

“First Priority Guarantee” means any guarantee by any loan party of any or all of the First Priority Obligations.

“First Priority Liens” means all Liens that secure the First Priority Obligations.

“First Priority Obligations” means (a) all principal of and interest (including without limitation any Post-Petition Interest) and premium (if any) on all loans made pursuant to the First Priority Agreement, (b) all reimbursement obligations (if any) and interest thereon (including without limitation any Post-Petition Interest) with respect to any letter of credit or similar instruments issued pursuant to the First Priority Agreement, (c) all Hedging Obligations, (d) all Cash Management Obligations and (e) all guarantee obligations, fees, expenses and other amounts payable from time to time pursuant to the First Priority Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding provided that the aggregate principal amount of, without duplication, revolving credit loans, letters of credit, term loans, other loans, notes or similar instruments (excluding, in any event, Cash Management Obligations and Hedging Obligations) provided for under the First Lien Credit Documents in excess of the Maximum First Priority Indebtedness shall not constitute First Lien Obligations for purposes of this Agreement. To the extent any payment with respect to any First Priority Obligation (whether by or on behalf of any loan party, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any Second Priority Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the First Priority Secured Parties and the Second Priority Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred.

“First Priority Obligations Payment Date” means the first date on which (a) the First Priority Obligations (other than those that constitute Unasserted Contingent Obligations) have been paid in cash in full (or cash collateralized or defeased in accordance with the terms of the First Priority Documents), (b) all commitments to extend credit under the First Priority Documents have been terminated, (c) there are no outstanding letters of credit or similar instruments issued under the First Priority Documents (other than such as have been cash collateralized or defeased in accordance with the terms of the First Priority Security Documents), and (d) the First Priority Representative has delivered a written notice to the Second Priority Representative stating that the events described in clauses (a), (b) and (c) have occurred, which notice shall be delivered by the First Priority Representative promptly after the occurrence of such events described in clauses (a), (b) and (c).

“First Priority Secured Parties” means the First Priority Representative, the First Priority Creditors and any other holders of the First Priority Obligations.

“First Priority Security Documents” means the “Security Documents” as defined in the First Priority Agreement, and any other documents that are designated under the First Priority Agreement as “First Priority Security Documents” for purposes of this Agreement.

“Foreign Subsidiary” means any Subsidiary of the Company organized under the laws of any jurisdiction other than the United States of America or any State thereof or the District of Columbia.

Table of Contents

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date.

“Guarantee” by any Person means any obligation, contingent or otherwise, of such Person guaranteeing any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including, without limitation, any obligation of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (ii) to purchase property, securities or services for the purpose of assuring the holder of such Indebtedness of the payment of such Indebtedness, or (iii) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness (and “guaranteed,” “guaranteeing” and “guarantor” shall have meanings correlative to the foregoing); *provided, however*, that the guarantee by any Person shall not include endorsements by such Person for collection or deposit, in either case, in the ordinary course of business.

“Indebtedness” means, with respect to any Person, without duplication, and whether or not contingent, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services or which is evidenced by a note, bond, debenture or similar instrument, (ii) all Capital Lease Obligations of such Person, (iii) all reimbursement obligations of such Person in respect of letters of credit or bankers’ acceptances issued or created for the account of such Person, (iv) all Interest Rate Agreement Obligations of such Person, (v) all liabilities secured by any Lien on any property owned by such Person even if such Person has not assumed or otherwise become liable for the payment thereof to the extent of the lesser of (x) the amount of the Obligation so secured and (y) the fair market value of the property subject to such Lien, (vi) all obligations to purchase, redeem, retire, or otherwise acquire for value any Capital Stock of such Person, or any warrants, rights or options to acquire such Capital Stock, now or hereafter outstanding on or prior to the stated maturity of the Notes (which for avoidance of doubt shall exclude the Company’s Series D perpetual preferred stock as in effect on the Issue Date), (vii) to the extent not included in (vi), all Disqualified Stock issued by such Person, valued at the greater of its voluntary or involuntary maximum fixed repurchase price plus accrued and unpaid dividends thereon, and (viii) to the extent not otherwise included, any guarantee by such Person of any other Person’s indebtedness or other obligations described in clauses (i) through (vii) above. For purposes hereof, the “maximum fixed repurchase price” of any Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by the fair market value of, such Disqualified Stock, such fair market value is to be determined in good faith by the board of directors of the issuer of such Disqualified Stock.

“Independent Director” means a director of the Company other than a director (i) who (apart from being a director of the Company or any Subsidiary) is an employee, associate or Affiliate of the Company or a Subsidiary or has held any such position during the previous five years, or (ii) who is a director, employee, associate or Affiliate of another party to the transaction in question.

“Insolvency or Liquidation Proceeding” means, with respect to any Person, any liquidation, dissolution or winding up of such Person, or any bankruptcy, reorganization, insolvency, receivership or similar proceeding with respect to such Person, whether voluntary or involuntary.

“Interest Rate Agreement Obligations” means, with respect to any Person, the Obligations of such Person under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and (ii) other agreements or arrangements designed to protect such Person against fluctuations in interest rates.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates of such Person) in the form of loans, guarantees, advances or capital contributions (excluding commission, travel, relocation and similar advances to officers and employees made in the ordinary course of business) purchases or other acquisitions for consideration of Indebtedness, Capital Stock or other securities and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. “Investments” shall exclude extensions of trade credit (including extensions of credit in respect of equipment leases) by the Company and its Restricted Subsidiaries in the ordinary course of business in accordance with normal trade practices of the Company or such Subsidiary, as the case may be.

“Issue Date” means April 29, 2010.

Table of Contents

“Legal Holiday” means a Saturday, Sunday or other day on which banking institutions in the State of New York are authorized or required by law to close.

“LMA” means a local marketing arrangement, joint sales agreement, time brokerage agreement, shared services agreement, management agreement or similar arrangement pursuant to which a Person, subject to customary preemption rights and other limitations (i) obtains the right to sell a portion of the advertising inventory of a television station of which a third party is the licensee, (ii) obtains the right to exhibit programming and sell advertising time during a portion of the air time of a television station or (iii) manages a portion of the operations of a television station.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in any asset and any filing of, or agreement to give, any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

“Maximum First Priority Indebtedness” means all “Indebtedness” under, and as defined in the First Priority Agreement, including letters of credit, under the First Priority Agreement (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Grantors thereunder) in an aggregate principal amount not to exceed the sum of (x) \$516.0 million and (y) \$75.0 million of extensions of credit under revolving facilities under Senior Credit Facilities, less the aggregate amount of all Net Proceeds of Asset Sales applied by the Company or any of its Restricted Subsidiaries since the Issue Date to repay any term loans thereunder or to repay revolving loans thereunder and effect a corresponding commitment reduction thereunder pursuant to and in accordance with the covenant described under “—Certain Covenants—Limitation on Asset Sales.” For the avoidance of doubt, Hedging Obligations and Cash Management Obligations are not and shall not be considered Indebtedness under the First Priority Agreement.

“Net Loss Proceeds” means the aggregate cash proceeds received by the Company or any Subsidiary Guarantor in respect of any Event of Loss, including, without limitation, insurance proceeds, condemnation awards or damages awarded by any judgment, net of the direct cost in recovery of such Net Loss Proceeds (including, without limitation, legal, accounting, appraisal and insurance adjuster fees and any relocation expenses incurred as a result thereof), amounts required to be applied to the repayment of Indebtedness secured by any Permitted Collateral Lien on the asset or assets that were the subject of such Event of Loss (other than any Lien which does not rank prior to the Second Priority Liens), and any taxes paid or payable as a result thereof.

“Net Proceeds” means, with respect to any Asset Sale by any Person, the aggregate cash proceeds received by such Person and/or its Affiliates in respect of such Asset Sale, which amount is equal to the excess, if any, of (i) the cash received by such Person and/or its Affiliates (including any cash payments received by way of deferred payment pursuant to, or monetization of, a note or installment receivable or otherwise, but only as and when received) in connection with such Asset Sale, over (ii) the sum of (a) the amount of any Indebtedness that is secured by such asset and which is required to be repaid by such Person in connection with such Asset Sale, plus (b) all fees, commissions and other expenses incurred by such Person in connection with such Asset Sale, plus (c) provision for taxes, including income taxes, attributable to the Asset Sale or attributable to required prepayments or repayments of Indebtedness with the proceeds of such Asset Sale, plus (d) a reasonable reserve for the after-tax cost of any indemnification payments (fixed or contingent) attributable to seller’s indemnities to purchaser in respect of such Asset Sale undertaken by the Company or any of its Subsidiaries in connection with such Asset Sale, plus (e) if such Person is a Subsidiary of the Company, any dividends or distributions payable to holders of minority interests in such Subsidiary from the proceeds of such Asset Sale.

“Obligations” means any principal, interest (including, without limitation, interest accruing on or after the filing of any petition in bankruptcy or for reorganization of the Company or a Subsidiary Guarantor, as the case may be, regardless of whether or not a claim for post-filing interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursement obligations, damages and other liabilities payable under the documentation governing any Indebtedness.

“Operating Cash Flow” means, with respect to any period and without duplication, the Consolidated Net Income of the Company and its Restricted Subsidiaries for such period, plus (i) any extraordinary net losses, net losses from the disposition of any securities, net losses from the extinguishment of any Indebtedness and net losses realized on any sale of assets during such period, to the extent such losses were deducted in computing Consolidated Net Income, plus (ii) provision for taxes based on income or profits, to the extent such provision for taxes was included in computing such Consolidated Net Income, plus (iii) Consolidated Interest Expense of the Company and its Restricted Subsidiaries for such period, to the extent deducted in computing such Consolidated Net Income, plus (iv) depreciation, amortization, impairment and all other non-cash charges, to the extent such depreciation, amortization, impairment

[Table of Contents](#)

and other non-cash charges were deducted in computing such Consolidated Net Income (including pension expense, impairment of Film Contracts, goodwill, broadcast licenses and other intangible assets including amortization of other intangible assets and Film Contracts), but excluding any such charges which represent any accrual of, or a reserve for, cash charges for a future period, *plus* (v) any fees recognized as expenses, including deferred finance costs, incurred in connection with the issuance of the Notes and the entering into of the Second Amendment to the Senior Credit Facility (including, without limitation, ratings agency fees) to the extent that such costs were deducted in computing Consolidated Net Income, *plus* (vi) non-capitalized transaction costs incurred in connection with actual or proposed financings, acquisitions or transactions to the extent that such costs were deducted in computing Consolidated Net Income, *plus* (vii) non-cash compensation expense incurred with any issuance of equity interests to an employee of such Person or any Restricted Subsidiary and *plus* (viii) non-cash items decreasing Consolidated Net Income (to the extent included in computing such Consolidated Net Income), *minus* (ix) any cash payments made with respect to Film Contracts and pension obligations (to the extent not previously included in computing such Consolidated Net Income), *minus* (x) extraordinary net gains, net gains from the disposition of any securities, net gains from the extinguishment of any Indebtedness and any net gains realized on any sale of assets during such period, *minus* (xi) non-cash items increasing Consolidated Net Income other than the accrual of revenue or other items in the ordinary course of business (to the extent included in computing such Consolidated Net Income) and *minus* (xii) provision for taxes based on losses, to the extent such benefit for taxes was included in computing such Consolidated Net Income.

“Pari Passu Indebtedness” means any Indebtedness of the Company or a Subsidiary Guarantor which ranks *pari passu* in right of payment with the Notes or the Subsidiary Guarantee of such Subsidiary Guarantor, as the case may be (whether or not such Indebtedness is secured by any Lien).

“Permitted Additional Pari Passu Secured Obligations” means obligations under any Additional Notes or other Indebtedness secured by the Second Priority Liens; *provided* that the amount of such obligations does not exceed an amount (x) such that immediately after giving effect to the Incurrence of such Additional Notes or other Indebtedness, as applicable, and the receipt and application of the proceeds therefrom, the Debt to Operating Cash Flow Ratio of the Company and its Restricted Subsidiaries would be less than or equal to 7.0 to 1.0, or (y) that may be incurred pursuant to clause (xvi) under the second paragraph of “— Limitation on Incurrence of Indebtedness”; *provided* that (i) the representative of such Permitted Additional Pari Passu Obligation executes a joinder agreement to the Collateral Agreement and the Intercreeitor Agreement, in each case in the form attached thereto agreeing to be bound thereby and (ii) the Company has designated such Indebtedness as “Permitted Additional Pari Passu Secured Obligations” under the Collateral Agreement and the Intercreeitor Agreement.

“Permitted Collateral Liens” means:

(i) Liens securing the Notes outstanding on the Issue Date, Refinancing Indebtedness with respect to such Notes, the Guarantees relating thereto and any Obligations with respect to such Notes, Refinancing Indebtedness and Guarantees;

(ii) Liens securing Permitted Additional Pari Passu Secured Obligations permitted to be incurred pursuant to the Indenture (including Additional Notes), the Guarantees relating thereto and any Obligations with respect to such Notes and Refinancing Indebtedness with respect to such Permitted Additional Pari Passu Secured Obligations, the Guarantees relating thereto and any Obligations with respect to such Notes; *provided* that such Liens are granted pursuant to the provisions of the Security Documents;

(iii) Liens existing on the Issue Date (other than Liens specified in clause (i) or (ii) above) and any extension, renewal, refinancing or replacement thereof so long as such extension, renewal, refinancing or replacement does not extend to any other property or asset and does not increase the outstanding principal amount thereof (except by the amount of any premium or fee paid or payable or original issue discount in connection with such extension, renewal, replacement or refinancing);

(iv) Liens described in clauses (ii) (which Liens shall be subject to the Intercreeitor Agreement), (iii), (iv), (v), (vi), (vii), (viii), (ix), (xi) (where the Liens securing the Indebtedness being refinanced were Permitted Collateral Liens), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx), (xxi) or (xxii) of the definition of “Permitted Liens”;

(v) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other similar restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not individually or in the aggregate materially adversely affect the value of the property affected thereby or materially impair the use of such property in the operation of the business of such Person;

Table of Contents

(vi) other Liens (not securing Indebtedness) incidental to the conduct of the business of the Company or any of its Restricted Subsidiaries, as the case may be, or the ownership of their assets which do not individually or in the aggregate materially adversely affect the value of the property affected thereby or materially impair the use of such property in the operation of the business of the Company or its Restricted Subsidiaries; and

(vii) Liens on the Collateral in favor of the Collateral Agent relating to Collateral Agent's administrative expenses with respect to the Collateral.

"Permitted Holders" means (i) each of J. Mack Robinson and Robert S. Prather, Jr.; (ii) their spouses and lineal descendants; (iii) in the event of the incompetence or death of any of the Persons described in clauses (i) and (ii), such Person's estate, executor, administrator, committee or other personal representative; (iv) any trusts created for the benefit of the Persons described in clause (i) or (ii); or (v) any Person controlled by any of the Persons described in clause (i), (ii), or (iv) and (v) any group of Persons (as defined in the Exchange Act) in which the Persons described in clause (i), (ii), or (iv), individually or collectively, control such group. For purposes of this definition, "control," 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 or by agreement or otherwise.

"Permitted Investments" means:

(i) Investments existing on the Issue Date (and any extension, modification or renewal or any such Investments, but only to the extent not involving additional advances, contributions or increases thereof, other than as a result of accrual or accretion of original issue discount or the issuance of pay-in-kind securities, in each case, pursuant to the terms of the Investment in effect on the Issue Date), and any Investment in the Company, any Restricted Subsidiary or any Qualified Joint Venture;

(ii) any Investments in Cash Equivalents;

(iii) any Investment in a Person (an "Acquired Person") if, as a result of such Investment, (a) the Acquired Person becomes a Restricted Subsidiary, or (b) the Acquired Person either (1) is merged, consolidated or amalgamated with or into the Company or a Restricted Subsidiary and the Company or such Restricted Subsidiary is the Surviving Person, or (2) transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary;

(iv) accounts and notes receivable generated or acquired in the ordinary course of business;

(v) Interest Rate Agreement Obligations permitted pursuant to the second paragraph of the covenant described under "*Certain Covenants—Limitation on Incurrence of Indebtedness*";

(vi) any Investments received in compromise of obligations of such persons incurred in the ordinary course of trade creditors or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(vii) Investments consisting of endorsements of negotiable instruments and similar documents, accounts receivables, deposits, prepayments, credits or purchases of inventory, supplies, materials and equipment, deposits to secure lease or utility payments, in each case in the ordinary course of business; and

(viii) any other Investments in an aggregate amount up to \$5.0 million in any calendar year (*provided* that any unused amounts in any calendar year may be carried forward to one or more future periods) *plus*, to the extent not increasing the amount available under clause (iii) of the first paragraph under "*Limitation on Restricted Payments*," in the case of the disposition or repayment of any such Investment made pursuant to this clause (viii) for cash, an amount equal to the lesser of the return of capital with respect to such Investment and the cost of such Investment, in either case, reduced (but not below zero) by the excess, if any, of the cost of the disposition of such Investment over the gain, if any, realized by the Company or Restricted Subsidiary, as the case may be, in respect of such disposition.

“Permitted Liens” means:

- (i) Liens existing on the Issue Date;
- (ii) Liens that secure the Senior Credit Facility (incurred pursuant to clause (i) of the definition of “Permitted Indebtedness”); *provided* that such Liens are subject to the provisions of the Intercreditor Agreement;
- (iii) Liens securing Indebtedness of a Person existing at the time that such Person is merged into or consolidated with the Company or a Restricted Subsidiary of the Company, *provided* that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of such Person;
- (iv) Liens on property acquired by the Company or a Restricted Subsidiary, *provided* that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any other property;
- (v) Liens in favor of the Company or any Restricted Subsidiary of the Company;
- (vi) Liens incurred, or pledges and deposits in connection with, workers’ compensation, unemployment insurance and other social security benefits, and leases, appeal bonds and other obligations of like nature incurred by the Company or any Restricted Subsidiary of the Company in the ordinary course of business;
- (vii) Liens imposed by law, including, without limitation, mechanics’, carriers’, warehousemen’s, materialmen’s, suppliers’ and vendors’ Liens, incurred by the Company or any Restricted Subsidiary of the Company in the ordinary course of business;
- (viii) Liens securing Permitted Purchase Money Indebtedness and Capital Lease Obligations incurred pursuant to clause (vii) of the second paragraph under “—*Limitation on Incurrence of Indebtedness*”; *provided* that such Liens do not extend to or cover any assets other than such assets acquired or constructed after the Issue Date with the proceeds of such Permitted Purchase Money Indebtedness;
- (ix) Liens for *ad valorem*, income or property taxes or assessments and similar charges which either are not delinquent or are being contested in good faith by appropriate proceedings for which the Company has set aside on its books reserves to the extent required by GAAP;
- (x) Liens on assets or Capital Stock of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;
- (xi) Liens securing Refinancing Indebtedness where the Liens securing Indebtedness being refinanced were permitted under the Indenture;
- (xii) easements, rights-of-way, zoning and similar restrictions, encroachments, protrusions and other similar encumbrances or title defects incurred or imposed as applicable, in the ordinary course of business and consistent with industry practices and zoning or other restrictions as to the use of real properties or Liens incidental which are imposed by any governmental authority having jurisdiction over such property;
- (xiii) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to letters of credit and products and proceeds thereof;
- (xiv) Liens securing Interest Rate Agreement Obligations which Interest Rate Agreement Obligations relate to Indebtedness that is otherwise permitted under the Indenture;
- (xv) leases, licenses, sub-licenses or subleases granted to others and Liens arising from filing UCC financing statements regarding leases;
- (xvi) Liens securing judgments, attachments or awards not giving rise to an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves as is required in conformity with GAAP has been made therefor;

Table of Contents

(xvii) Liens (i) that are contractual rights of set-off (A) relating to treasury, depository and cash management services with banks or any automated clearing house transfers of funds, in each case, in the ordinary course of business and not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Company or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company or any Restricted Subsidiary or (C) relating to purchase orders and other agreements entered into with customers of the Company or any Restricted Subsidiary in the ordinary course of business and (ii) of a collection bank arising under Section 4-210 of the UCC on items in the course of collection, in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business in connection with the maintenance of such accounts and which are within the general parameters customary in the banking industry;

(xviii) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers;

(xix) utility and other similar deposits made in the ordinary course of business;

(xx) Liens on cash or Cash Equivalents, arising in connection with the defeasance, discharge or redemption of Indebtedness or escrowed to repurchase or redeem Indebtedness or Capital Stock, in each case where such defeasance, discharge, redemption or repurchase is otherwise permitted hereunder;

(xxi) leases, subleases, licenses or sublicenses granted to others in the ordinary course of business so long as such leases, subleases, licenses or sublicenses are subordinate in all respects to the Liens granted and evidenced by the Security Documents and which do not materially interfere with the ordinary conduct of the business of the Company or any Restricted Subsidiaries and do not secure any Indebtedness; and

(xxii) Liens on assets or Capital Stock in connection with merger agreements, stock or asset purchase agreements and similar agreements in respect of the disposition of such assets or Capital Stock otherwise permitted under the Indenture for so long as such agreements are in effect.

“Permitted Purchase Money Indebtedness” means any Indebtedness incurred for the acquisition of intellectual property rights, property, plant or equipment used or useful in the business of the Company.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Preferred Stock” as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Capital Stock of any other class of such Person.

“Public Equity Offering” means an underwritten public offering of Capital Stock (other than Disqualified Stock) of the Company subsequent to the Issue Date pursuant to an effective registration statement filed under the Securities Act, the net proceeds of which to the Company (after deducting any underwriting discounts and commissions) exceed \$25.0 million.

“Qualified Joint Venture” means a newly-formed, majority-owned Subsidiary where Capital Stock of the Subsidiary is issued to a Qualified Joint Venture Partner in consideration of the contribution primarily consisting of assets used or useful in the business of owning and operating television stations, all businesses directly related thereto, and any electronic news and information delivery business and any other television broadcasting-related, television distribution-related or television content-related business.

“Qualified Joint Venture Partner” means a person who is not affiliated with the Company.

“Refinancing Indebtedness” means Indebtedness that refunds, refinances, defeases, renews, replaces or extends any Indebtedness permitted to be Incurred by the Company or any Restricted Subsidiary pursuant to the terms of the Indenture, whether involving the same or any other lender or creditor or group of lenders or creditors, but only to the extent that:

Table of Contents

(i) the Refinancing Indebtedness is subordinated to the Notes to at least the same extent as the Indebtedness being refunded, refinanced, defeased, renewed, replaced or extended, if such Indebtedness was subordinated to the Notes,

(ii) the Refinancing Indebtedness is scheduled to mature either (a) no earlier than the Indebtedness being refunded, refinanced or extended or (b) at least 91 days after the maturity date of the Notes,

(iii) the Refinancing Indebtedness has a weighted average life to maturity at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the weighted average life to maturity of the Indebtedness being refunded, refinanced, defeased, renewed, replaced or extended,

(iv) such Refinancing Indebtedness (or accreted amount in the case of any Indebtedness issued with original issue discount, as such) is in an aggregate principal amount that is less than or equal to the sum of (a) the aggregate principal or accreted amount (in the case of any Indebtedness issued with original issue discount, as such) then outstanding under the Indebtedness being refunded, refinanced, defeased, renewed, replaced or extended, (b) the amount of accrued and unpaid interest, if any, and premiums owed, if any, not in excess of pre-existing optional prepayment provisions on such Indebtedness being refunded, refinanced, defeased, renewed, replaced or extended and (c) the amount of reasonable and customary fees, expenses and costs related to the Incurrence of such Refinancing Indebtedness, and

(v) such Refinancing Indebtedness shall not include (x) Indebtedness of a Restricted Subsidiary of the Company that is not a Guarantor that refinances Indebtedness of the Company or a Guarantor or (y) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Payment” means (i) any dividend or other distribution declared or paid on any Capital Stock of the Company or any of its Restricted Subsidiaries (other than dividends or distributions payable solely in Capital Stock (other than Disqualified Stock) of the Company or such Restricted Subsidiary or dividends or distributions payable to the Company or any Restricted Subsidiary); (ii) any payment to purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or any Restricted Subsidiary of the Company or other Affiliate of the Company (other than any Capital Stock owned by the Company or any Restricted Subsidiary); (iii) any payment to purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Indebtedness prior to the scheduled maturity thereof except for any purchase, redemption, defeasance or other acquisition or retirement within one year of the scheduled maturity thereof; or (iv) any Restricted Investment.

“Restricted Subsidiary” means any Subsidiary that has not been designated as an “Unrestricted Subsidiary” in accordance with the Indenture.

“Second Lien Obligations” means the Indebtedness Incurred and Obligations under the Indenture and any Permitted Additional Pari Passu Secured Obligations.

“Second Priority Liens” means all Liens in favor of the Collateral Agent on Collateral securing the Second Lien Obligations, including, without limitation, any Permitted Additional Pari Passu Secured Obligations.

“Security Documents” means the Collateral Agreement, the Intercreditor Agreement and all of the security agreements, pledges, collateral assignments, mortgages, deeds of trust, trust deeds or other instruments or agreements evidencing or creating or purporting to create any security interests in favor of the Collateral Agent for its benefit and for the benefit of the Trustee and the Holders of the Notes and the holders of any Permitted Additional Pari Passu Secured Obligations, in all or any portion of the Collateral, in each case, as amended, modified, restated, supplemented or replaced from time to time.

“Senior Credit Facility” means the Credit Agreement, dated as of March 19, 2007, as amended, by and among the Company and the guarantors named therein, Wachovia Bank, National Association, as the administrative agent and the other agents and lenders named therein as the same may be amended, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time, including (i) any related notes, letters of credit, guarantees, collateral documents, indentures, instruments and agreements executed in connection therewith, and in each case as amended, modified, renewed, refunded, replaced or refinanced from time to time, and (ii) any notes, guarantees, collateral documents, instruments and agreements executed in connection with any such amendment, modification, renewal, refunding, replacement or refinancing.

[Table of Contents](#)

“Stated Maturity” means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency).

“Subordinated Indebtedness” means any Indebtedness of the Company or a Subsidiary Guarantor if the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is subordinated in right of payment to the Notes or the Subsidiary Guarantee of such Subsidiary Guarantor, as the case may be.

“Subsidiary” of any Person means (i) any corporation more than 50% of the outstanding Voting Stock of which is owned or controlled, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person, or by such Person and one or more other Subsidiaries thereof, or (ii) any limited partnership of which such Person or any Subsidiary of such Person is a general partner, or (iii) any other Person (other than a corporation or limited partnership) in which such Person, or one or more other Subsidiaries of such Person, or such Person and one or more other Subsidiaries thereof, directly or indirectly, has more than 50% of the outstanding partnership or similar interests or has the power, by contract or otherwise, to direct or cause the direction of the policies, management and affairs thereof.

“Subsidiary Guarantor” means (i) each Restricted Subsidiary of the Company existing on the Issue Date, (ii) each of the Company’s Subsidiaries which becomes a guarantor of the Notes in compliance with the provisions set forth under “—*Certain Covenants—Future Subsidiary Guarantors*,” and (iii) each of the Company’s Subsidiaries executing a supplemental indenture in which such Subsidiary agrees to be bound by the terms of the Indenture.

“Trust Monies” means all cash and Cash Equivalents received by the Trustee:

- (1) upon the release of Collateral from the Lien of the Indenture or the Security Documents, including all Net Cash Proceeds and Net Loss Proceeds and all moneys received in respect of the principal of all purchase money, governmental and other obligations;
- (2) pursuant to the Security Documents;
- (3) as proceeds of any sale or other disposition of all or any part of the Collateral by or on behalf of the Trustee or any collection, recovery, receipt, appropriation or other realization of or from all or any part of the Collateral pursuant to the Indenture or any of the Security Documents or otherwise; or
- (4) for application as provided in the relevant provisions of the Indenture or any Security Document or which disposition is not otherwise specifically provided for in the Indenture or in any Security Document;

provided, however, that Trust Monies shall in no event include any property deposited with the Trustee for any redemption, legal defeasance or covenant defeasance of Notes, for the satisfaction and discharge of the Indenture or to pay the purchase price of Notes pursuant to an Offer to Purchase in accordance with the terms of the Indenture and shall not include any cash received or applicable by the Trustee in payment of its fees and expenses.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided, however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

“Voting Stock” means, with respect to any Person, Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

“Weighted Average Life to Maturity” means, with respect to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payment of principal, including payment as final maturity, in respect thereof, with (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding aggregate principal amount of such Indebtedness.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations relating to the exchange offer and the ownership and disposition of the exchange notes issued pursuant to the exchange offer. It is not a complete analysis of all the potential tax considerations relating to the exchange offer or the notes. This summary is based upon the provisions of the Code, Treasury Regulations promulgated under the Code, administrative rulings and pronouncements and judicial decisions, all relating to the United States federal income tax treatment of debt instruments. These authorities may be changed, perhaps with retroactive effect, so as to result in U.S. federal income tax consequences materially and adversely different from those set forth below.

This summary is limited to beneficial owners of original notes that purchased the original notes at their “issue price” (the first price at which a substantial amount of the original notes were sold to persons other than to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and have held the original notes, participate in the exchange offer and will hold the exchange notes as “capital assets” within the meaning of Section 1221 of the Code. This summary does not address the tax considerations arising under other federal tax laws (such as estate and gift tax laws) or the laws of any foreign, state or local jurisdiction. In addition, this discussion does not address all tax considerations that may be applicable to holders’ particular circumstances or to holders that may be subject to special tax rules under the U.S. federal income tax laws, such as, for example:

- holders subject to the alternative minimum tax;
- banks, insurance companies, or other financial institutions;
- real estate investment trusts and regulated investment companies;
- tax-exempt organizations;
- brokers and dealers in securities or currencies;
- persons who have ceased to be citizens or residents of the United States;
- traders in securities that elect to use a mark-to-market method of tax accounting for their securities holdings;
- U.S. Holders (as defined below) whose “functional currency” is not the U.S. dollar or who hold notes through a foreign entity or foreign account;
- persons that will hold the notes as a position in a hedging transaction, straddle, conversion transaction or other risk reduction transaction;
- persons deemed to sell the notes under the constructive sale provisions of the Code; or
- partnerships (or other entities or arrangements classified as partnerships for U.S. federal income tax purposes) or other pass-through entities, or investors in such entities.

This summary of certain U.S. federal income tax considerations is for general information only and is not tax advice. This summary is not binding on the Internal Revenue Service, which we refer to as the IRS. We have not sought, and will not seek, any ruling from the IRS with respect to the statements made in this summary, and there can be no assurance that the IRS will not take a position contrary to these statements or that a contrary position taken by the IRS would not be sustained by a court. You are urged to consult your own tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax considerations arising under other U.S. federal tax laws, the laws of any state, local or foreign taxing jurisdiction or any applicable income tax treaty.

Tax Consequences of the Exchange of Original Notes for Exchange Notes

The exchange of an original note for an exchange note pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. Consequently, a holder will not recognize any gain or loss upon the receipt of an exchange note pursuant to the exchange offer. The holding period for an exchange note will include the holding period of the original note exchanged pursuant to the exchange offer, and the tax basis in an exchange note will be the same as the adjusted tax basis in the original note as of the time of the exchange. Moreover, the exchange notes will have the same issue price and the same adjusted issue price as the original notes as of the time of the exchange, and the exchange notes will be subject to the rules governing original issue discount, or

“OID,” under the Code to the same extent that the original notes were so subject. The U.S. federal income tax consequences of holding and disposing of an exchange note received pursuant to the exchange offer generally will be the same as the U.S. federal income tax consequences of holding and disposing of an original note if you do not participate in the exchange offer.

Certain Additional Payments

It is possible that the IRS could assert that the additional interest which we would have been obligated to pay if the exchange offer registration statement were not filed or declared effective within the applicable time periods was a contingent payment for purposes of the OID rules. It is also possible that the IRS could assert that the payment by us of 101% of the face amount of any note purchased by us at the holder’s election after a change of control, as described above under the heading “Description of Notes—Change of Control” is a contingent payment for purposes of the OID rules. If any such payment is treated as a contingent payment, the exchange notes may be treated as contingent payment debt instruments, in which case the timing and amount of income inclusions and the character of income recognized may be different from the consequences described herein. The Treasury regulations regarding debt instruments that provide for one or more contingent payments state that, for purposes of determining whether a debt instrument is a contingent payment debt instrument, remote or incidental contingencies are ignored. We intend to treat the possibility of our making any of the above payments as remote or to treat such payments as incidental. Accordingly, we do not intend to treat the exchange notes as contingent payment debt instruments. Our treatment will be binding on all holders, except a holder that discloses its differing treatment in a statement attached to its timely filed U.S. federal income tax return for the taxable year during which the exchange note was acquired. However, our treatment is not binding on the IRS. If the IRS were to challenge our treatment, a holder might be required to accrue income on the exchange notes in excess of stated interest and to treat as ordinary income, rather than capital gain, any gain recognized on the disposition of the exchange notes before the resolution of the contingencies. In any event, if we actually make any such payment, the timing, amount and character of a holder’s income, gain or loss with respect to the exchange notes may be affected. The remainder of this discussion assumes that the exchange notes will not be contingent payment debt instruments. Holders are urged to consult their own tax advisors regarding the potential application to the exchange notes of the rules regarding contingent payment debt instruments and the consequences thereof.

Consequences to U.S. Holders

A “U.S. Holder” means a beneficial owner of a note that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, a state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the supervision of a court within the United States, if one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If an entity or arrangement classified as a partnership for U.S. federal income tax purposes holds notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If you are an entity or arrangement treated as a partnership for U.S. federal income tax purposes (or if you are a partner in such a partnership), you are urged to consult your tax advisor regarding the tax consequences of holding the notes to you.

Payments of Stated Interest

Stated interest on the exchange notes will generally be taxable to you as ordinary income at the time it is paid or accrued in accordance with your method of accounting for U.S. federal income tax purposes.

Original Issue Discount

The original notes were issued with OID for U.S. federal income tax purposes. Accordingly, the exchange notes will be treated as having been issued with OID for U.S. federal income tax purposes in the same amount as the OID on the original notes exchanged therefor. OID with respect to an original note is generally equal to the excess of the “stated redemption price at maturity” of the original note over its issue price. The stated redemption price at maturity is equal to the sum of all payments on the original note other

[Table of Contents](#)

than the stated interest, and the issue price of the original note is the first price at which a substantial amount of the original notes were sold to persons other than those acting as placement agents, underwriters, brokers or wholesalers. Regardless of a U.S. Holder's regular method of tax accounting, a U.S. holder must include OID in income (as ordinary income) as it accrues throughout the term of the note, whether or not the U.S. Holder receives a corresponding cash payment on the exchange note during the taxable year. In general, the amount of OID included in income is calculated using a constant-yield method, adding the daily portions of OID with respect to the note for each day during the taxable year or portion of the taxable year that the U.S. holder owns the note. The daily portion is determined by allocating to each day in any accrual period a pro rata portion of the OID allocable to that accrual period. The accrual period is generally selected by the holder, *provided* that no accrual period may be longer than one year and each scheduled payment of interest or principal on the note must occur on either the first or final day of an accrual period.

The amount of OID allocable to an accrual period is generally equal to the excess, if any, of (i) the product of the note's "adjusted issue price" at the beginning of the accrual period and the note's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (ii) the sum of the amounts payable as stated interest on the note during the accrual period. The adjusted issue price of a note at the beginning of any accrual period is the issue price of the note, increased by the amount of accrued OID for each prior accrual period and decreased by the amount of any payments previously made on the note that were not stated interest payments. The yield to maturity on a note is the discount rate that, when used in computing the present value of all payments to be made on the note, produces an amount equal to the issue price of the note. The amount of OID allocable to the final accrual period is equal to the difference between the stated principal amount of the note and the note's adjusted issue price at the beginning of the final accrual period.

Sale or Other Taxable Disposition of the Exchange Notes

Upon the sale or other taxable disposition of an exchange note (including a retirement or redemption), you generally will recognize capital gain or loss equal to the difference between the amount realized on such disposition (except to the extent any amount realized is attributable to accrued but unpaid stated interest, which, if not previously taxed, will be taxable as ordinary income) and your adjusted tax basis in the exchange note. Your adjusted tax basis in an exchange note generally will be your cost for the note, increased by the previously accrued OID.

The capital gain or loss recognized on the disposition of an exchange note generally will be long-term capital gain or loss if, at the time of such disposition, your holding period for the exchange note is more than one year. Long-term capital gains of individuals and other non-corporate taxpayers are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

Medicare Tax

For taxable years beginning after December 31, 2012, recently enacted legislation will generally impose a 3.8% tax on the net investment income of certain individuals with a modified adjusted gross income of over \$200,000 (\$250,000 in the case of joint filers) and on the undistributed net investment income of certain estates and trusts. For these purposes, "net investment income" will generally include interest paid and OID accrued with respect to an exchange note and net gain from the sale, exchange, redemption, retirement or other taxable disposition of an exchange note, unless such interest, OID or net gain is derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisor regarding the applicability of the Medicare tax to your income and gains in respect of the exchange notes.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to certain payments of interest and accruals of OID and to the proceeds of a sale or other disposition (including a retirement or redemption) of exchange notes unless you are an exempt recipient such as a corporation. Backup withholding of tax (at a current rate of 28%, which is scheduled to increase to 31% in 2011) will apply to such amounts if you fail to provide your taxpayer identification number or certification of exempt status or have been notified by the IRS that you are subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will generally be allowed as a refund or a credit against your U.S. federal income tax liability provided that you furnish the required information to the IRS on a timely basis.

Consequences to Non-U.S. Holders

[Table of Contents](#)

As used in this prospectus, the term “Non-U.S. Holder” means a beneficial owner of a note that is, for federal income tax purposes, an individual, corporation, estate, or trust, and is not a U.S. Holder.

If an entity or arrangement treated as a partnership for United States federal income tax purposes, is a holder of a note, the U.S. federal income tax treatment of a partner in such a partnership will generally depend on the status of the partner and the activities of the partnership. Partners in such a partnership are urged to consult their tax advisors as to the particular U.S. federal income tax consequences applicable to them of acquiring, holding or disposing of exchange notes.

Payments of Interest

Subject to the discussion of backup withholding below, if you are a Non-U.S. Holder, you will generally not be subject to U.S. federal income tax or the 30% U.S. federal withholding tax on interest paid on the exchange notes (which, for purposes of this discussion of Non-U.S. Holders, includes OID) so long as that interest is not effectively connected with your conduct of a trade or business within the United States, provided that:

- you do not actually or constructively own 10% or more of the total combined voting power of all classes of our stock that are entitled to vote;
- you are not a controlled foreign corporation that is actually or constructively related to us through stock ownership;
- you are not a bank whose receipt of interest on a note is described in Section 881(c)(3)(A) of the Code; and
- you provide the applicable withholding agent with, among other things, your name and address, and certify, under penalties of perjury, that you are not a U.S. person (which certification may be made on an IRS Form W-8BEN (or successor form)).

If you cannot satisfy the requirements described above, payments of interest will generally be subject to the 30% U.S. federal withholding tax, unless you provide the applicable withholding agent with a properly executed (1) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI (or successor form) stating that interest paid on the notes is not subject to U.S. federal withholding tax because it is effectively connected with your conduct of a trade or business in the United States (as discussed below under “— Interest or Gain Effectively Connected with a United States Trade or Business”).

Sale or Other Taxable Disposition of the Notes

Subject to the discussion of backup withholding below, you will generally not be subject to U.S. federal income or withholding tax on any gain recognized on the sale or other taxable disposition of an exchange note (including a retirement or redemption), unless:

- if you are an individual non-U.S. holder, you are present in the United States for at least 183 days in the taxable year of such disposition and certain other conditions are met; or
- that gain is effectively connected with the conduct by you of a trade or business within the United States.

If you are described in the first bullet point above, you will generally be subject to U.S. federal income tax at a rate of 30% on the amount by which your capital gains allocable to U.S. sources, including gain from such disposition, exceed any capital losses allocable to U.S. sources, except as otherwise required by an applicable income tax treaty. If you are described in the second bullet point, see “— Interest or Gain Effectively Connected with a United States Trade or Business,” below.

To the extent that the amount realized on any disposition of exchange notes is attributable to accrued but unpaid interest on the exchange note, such amount generally will be treated in the same manner as payments of interest as described under the heading “— Payments of Interest” above.

Interest or Gain Effectively Connected with a United States Trade or Business

If you are engaged in a trade or business in the United States and interest on an exchange note or gain recognized from the sale or other taxable disposition (including a retirement or redemption) of an exchange note is effectively connected with the conduct of that trade or business, you will generally be subject to U.S. federal income tax (but not the 30% U.S. federal withholding tax on interest if you provide an applicable IRS Form W-8ECI, as described above) on that interest or gain on a net income basis in the same manner as if you were a U.S. person as defined under the Code (unless an applicable income tax treaty provides otherwise). In addition, if you are a foreign corporation, you may be subject to a “branch profits tax” equal to 30% (or lower applicable income tax treaty rate) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with your conduct of a trade or

business in the United States. For this purpose, interest or gain effectively connected with a trade or business in the United States will be included in the earnings and profits of a foreign corporation.

Information Reporting and Backup Withholding

Generally, information returns will be filed with the IRS in connection with payments of interest on the exchange notes and proceeds from the sale or other taxable disposition (including a retirement or redemption) of the exchange notes. Copies of the information returns reporting such payments and any withholding may also be made available to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty.

You may be subject to backup withholding of tax (at a current rate of 28%, which is scheduled to increase to 31% in 2011) on payments of interest on the exchange notes and, depending on the circumstances, the proceeds of a sale or other taxable disposition (including a retirement or redemption) of the exchange notes unless you comply with certain certification procedures to establish that you are not a U.S. person. The certification procedures required to claim an exemption from withholding of tax on interest described above generally will satisfy the certification requirements necessary to avoid backup withholding as well. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

Recent Legislation

Recently enacted legislation regarding foreign account tax compliance, effective for payments made after December 31, 2012, imposes a withholding tax of 30% on interest and gross proceeds from the disposition of certain debt instruments paid to certain foreign entities unless various information reporting and certain other requirements are satisfied. However, the withholding tax will not be imposed on payments pursuant to obligations outstanding as of March 18, 2012. In addition, the legislation also imposes new U.S. return disclosure obligations (and related penalties for failure to disclose) on persons required to file U.S. federal income tax returns that hold certain specified foreign financial assets (which include financial accounts in foreign financial institutions). Holders should consult their own tax advisors regarding the possible implications of this recently enacted legislation on their investment in exchange notes.

BOOK-ENTRY, DELIVERY AND FORM

We issued the original notes in the form of global securities registered in the name of a nominee of DTC. The exchange notes will be initially issued in the form of global securities registered in the name of DTC or its nominee.

Upon the issuance of a global security, DTC or its nominee will credit the accounts of persons holding through it with the respective principal amounts of the applicable exchange notes represented by such global security exchanged by such persons in the exchange offer. The term "global security" means the outstanding global securities or the exchange global securities, as the context may require. Ownership of beneficial interests in a global security will be limited to persons that have accounts with DTC, which we refer to as participants, or persons that may hold interests through participants. Ownership of beneficial interests in a global security will be shown on, and the transfer of that ownership interest will be effected only through, records maintained by DTC (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in such global security other than participants). The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in definitive form. These limits and laws may impair the ability to transfer beneficial interests in a global security. Because DTC can act only on behalf of participants, which in turn act on behalf of indirect participants, the ability of a person having beneficial interests in a global security to pledge its interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing those interests.

Payment of principal of and interest on any exchange notes represented by a global security will be made in immediately available funds to DTC or its nominee, as the case may be, as the sole registered owner and the sole holder of the exchange notes represented thereby for all purposes under the indentures. The Company has been advised by DTC that upon receipt of any payment of principal of or interest on any global security, DTC will immediately credit, on its book-entry registration and transfer system, the accounts of participants with payments in amounts proportionate to their respective beneficial interests in the principal or face amount of such global security as shown on the records of DTC. Payments by participants to owners of beneficial interests in a global security held through such participants will be governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and will be the sole responsibility of such participants.

A global security may not be transferred except as a whole by DTC or a nominee of DTC to a nominee of DTC or to DTC. A global security is exchangeable for certificated exchange notes only if:

- (a) DTC notifies the Company that it is unwilling or unable to continue as a depository for such global security or if at any time DTC ceases to be a clearing agency registered under the Exchange Act and, in either case, the Company fails to appoint a successor depository;
- (b) the Company, in its discretion, at any time determines not to have all the exchange notes represented by such global security; or
- (c) there shall have occurred and be continuing a Default or an Event of Default with respect to the exchange notes of the series represented by such global security.

Any global security that is exchangeable for certificated exchange notes pursuant to the preceding sentence will be exchanged for certificated exchange notes in authorized denominations and registered in such names as DTC or any successor depository holding such global security may direct. Subject to the foregoing, a global security is not exchangeable, except for a global security of like denomination to be registered in the name of DTC or any successor depository or its nominee. In the event that a global security becomes exchangeable for certificated exchange notes,

- (a) certificated exchange notes will be issued only in fully registered form in denominations of \$2,000 or integral multiples of \$1,000 in excess thereof;
- (b) payment of principal of, and premium, if any, and interest on, the certificated exchange notes will be payable, and the transfer of the certificated exchange notes will be registrable, at the office or agency of the Company maintained for such purposes; and
- (c) no service charge will be made for any registration of transfer or exchange of the certificated exchange notes, although the Company may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection therewith.

Certificated exchange notes may not be exchanged for beneficial interests in any global security unless the transferor first delivers to the trustee a written certificate, in the form provided in the applicable indenture.

Table of Contents

The Company will make payments in respect of the exchange notes represented by the global securities, including principal and interest, by wire transfer of immediately available funds to the accounts specified by the DTC or its nominee. The Company will make all payments of principal and interest with respect to certificated exchange notes by wire transfer of immediately available funds to the accounts specified by the holders of the certificated exchange notes or, if no such account is specified, by mailing a check to each such holder's registered address.

So long as DTC or any successor depository for a global security, or any nominee, is the registered owner of such global security, DTC or such successor depository or nominee, as the case may be, will be considered the sole owner or holder of the exchange notes represented by such global security for all purposes under the indenture and the exchange notes. Except as set forth above, owners of beneficial interests in a global security will not be entitled to have the exchange notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated exchange notes in definitive form and will not be considered to be the owners or holders of any exchange notes under such global security. Accordingly, each person owning a beneficial interest in a global security must rely on the procedures of DTC or any successor depository, and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the indenture under which such exchange notes were issued. The Company understands that under existing industry practices, in the event that the Company requests any action of holders or that an owner of a beneficial interest in a global security desires to give or take any action which a holder is entitled to give or take under the indenture, DTC or any successor depository would authorize the participants holding the relevant beneficial interest to give or take such action and such participants would authorize beneficial owners owning through such participants to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

Consequently, neither the Company, the trustee nor any agent of the Company or the trustee has or will have any responsibility or liability for:

- (a) any aspect of DTC's records or any participant's or indirect participant's records relating to or payments made on account of beneficial ownership interest in the global securities or for maintaining, supervising or reviewing any of DTC's records or any participant's or indirect participant's records relating to the beneficial ownership interests in the global securities; or
- (b) any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

DTC has advised the Company that DTC is a limited-purpose trust company organized under the Banking Law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under the Exchange Act. DTC was created to hold the securities of its participants and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers (which may include the initial purchasers of the original notes), banks, trust companies, clearing corporations and certain other organizations some of whom (or their representatives) own DTC. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in global securities among participants of DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Company nor the trustee under the indenture or the exchange agent will have any responsibility for the performance by DTC, or its participants or indirect participants of their respective obligations under the rules and procedures governing its operations.

PLAN OF DISTRIBUTION

Any broker-dealer that holds original notes that were acquired for its own account as a result of market-making activities or other trading activities (other than original notes acquired directly from us) may exchange such original notes pursuant to the exchange offer. Any such broker-dealer, however, may be deemed to be an “underwriter” within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of exchange notes received by such broker-dealer in the exchange offer. Such prospectus delivery requirement may be satisfied by the delivery by such broker-dealer of this prospectus.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with such resales for up to 90 days from the effective date of the registration statement of which this prospectus forms a part. We will provide sufficient copies of this prospectus, as amended or supplemented, to any broker-dealer promptly upon request at any time during such 90-day period in order to facilitate such resales.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any of these resales may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from these broker-dealers and/or the purchasers of exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account in the exchange offer and any broker-dealer that participates in a distribution of the exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such person may be deemed to be underwriting compensation under the Securities Act. The accompanying letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

We have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the original notes, other than commissions or concessions of any brokers or dealers and will indemnify the holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Jones Day, Atlanta, Georgia, will pass upon certain legal matters for us regarding the exchange notes and the related guarantees. Woodburn and Wedge, Las Vegas, Nevada, will pass upon certain legal matters under Nevada law regarding the guarantees of the exchange notes.

EXPERTS

The consolidated financial statements of Gray Television, Inc. and subsidiaries as of and for the years ended December 31, 2009, 2008 and 2007, included in this prospectus and registration statement, have been audited by McGladrey & Pullen, LLP, independent auditors, as stated in their report appearing herein, and given on the authority of said firm as experts in auditing and accounting.

INDEX TO FINANCIAL STATEMENTS

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets as of December 31, 2009 and 2008	F-3
Consolidated Statements of Operations for the years ended December 31, 2009, 2008 and 2007	F-4
Consolidated Statements of Stockholders' Equity and Comprehensive Income (Loss) for the years ended December 31, 2009, 2008 and 2007	F-5
Consolidated Statements of Cash Flows for the years ended December 31, 2009, 2008 and 2007	F-8
Notes to Consolidated Financial Statements	F-9
Condensed Consolidated Balance Sheets (Unaudited) as of March 31, 2010 and December 31, 2009	F-35
Condensed Consolidated Statements of Operations (Unaudited) for the three months ended March 31, 2010 and 2009	F-37
Condensed Consolidated Statement of Stockholders' Equity and Comprehensive Income (Loss) (Unaudited) for the three months ended March 31, 2010	F-38
Condensed Consolidated Statements of Cash Flows (Unaudited) for the three months ended March 31, 2010 and 2009	F-39
Notes to Condensed Consolidated Financial Statements (Unaudited) as of March 31, 2010	F-40

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
Gray Television, Inc.

We have audited the accompanying consolidated balance sheets of Gray Television, Inc. as of December 31, 2009 and 2008, and the related consolidated statements of operations, stockholders' equity and comprehensive income, and cash flows for each of the three years in the period ended December 31, 2009. Our audits also included the financial statement schedule listed in Item 15(a). We also have audited Gray Television, Inc.'s internal control over financial reporting as of December 31, 2009, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Gray Television, Inc.'s management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on these financial statements, the financial statement schedule and an opinion on the company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gray Television, Inc. as of December 31, 2009 and 2008, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2009, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth herein. Further in our opinion Gray Television, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2009, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

As discussed in Note 9 to the consolidated financial statements, in 2007 the company changed its method of accounting for uncertainty in income taxes.

/s/ McGladrey & Pullen, LLP

Ft. Lauderdale, Florida
April 6, 2010

GRAY TELEVISION, INC.
CONSOLIDATED BALANCE SHEETS

	December 31,	
	2009	2008
	(In thousands)	
Assets:		
Current assets:		
Cash	\$ 16,000	\$ 30,649
Accounts receivable, less allowance for doubtful accounts of \$1,092 and \$1,543, respectively	57,179	54,685
Current portion of program broadcast rights, net	10,220	10,092
Deferred tax asset	1,597	1,830
Marketable securities	—	1,384
Prepaid and other current assets	1,788	3,167
Total current assets	86,784	101,807
Property and equipment, net	148,092	162,903
Deferred loan costs, net	1,619	2,850
Broadcast licenses	818,981	818,981
Goodwill	170,522	170,522
Other intangible assets, net	1,316	1,893
Investment in broadcasting company	13,599	13,599
Other	4,826	5,710
Total assets	<u>\$ 1,245,739</u>	<u>\$ 1,278,265</u>
Liabilities and stockholders' equity:		
Current liabilities:		
Accounts payable	\$ 6,047	\$ 11,515
Employee compensation and benefits	9,675	9,603
Accrued interest	13,531	9,877
Other accrued expenses	4,814	9,128
Interest rate hedge derivatives	6,344	—
Dividends payable	—	3,000
Federal and state income taxes	4,206	4,374
Current portion of program broadcast obligations	15,271	15,236
Acquisition related liabilities	863	980
Deferred revenue	6,241	10,364
Current portion of long-term debt	8,080	8,085
Total current liabilities	75,072	82,162
Long-term debt, less current portion	783,729	792,295
Long-term accrued facility fee	18,307	—
Program broadcast obligations, less current portion	1,531	1,534
Deferred income taxes	142,204	143,975
Long-term deferred revenue	2,638	3,310
Long-term accrued dividends	18,917	—
Accrued pension costs	13,969	18,782
Interest rate hedge derivatives	—	24,611
Other	2,366	2,306
Total liabilities	1,058,733	1,068,975
Commitments and contingencies (Note 11)		
Preferred stock, no par value; cumulative; redeemable; designated 1.00 shares, issued and outstanding 1.00 shares, (\$100,000 aggregate liquidation value)	93,386	92,183
Stockholders' equity:		
Common stock, no par value; authorized 100,000 shares, issued 47,530 shares and 47,179 shares, respectively	453,824	452,289
Class A common stock, no par value; authorized 15,000 shares, issued 7,332 shares	15,321	15,321
Accumulated deficit	(303,698)	(263,532)
Accumulated other comprehensive loss, net of income tax benefit	(9,314)	(24,458)
	156,133	179,620
Treasury stock at cost, common stock, 4,655 shares	(40,115)	(40,115)
Treasury stock at cost, Class A common stock, 1,579 shares	(22,398)	(22,398)
Total stockholders' equity	93,620	117,107
Total liabilities and stockholders' equity	<u>\$ 1,245,739</u>	<u>\$ 1,278,265</u>

See accompanying notes.

GRAY TELEVISION, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2009	2008	2007
	(In thousands, except for per share data)		
Revenues (less agency commissions)	\$ 270,374	\$ 327,176	\$ 307,288
Operating expenses before depreciation, amortization, impairment, and gain on disposal of assets, net			
Broadcast	187,583	199,572	199,687
Corporate and administrative	14,168	14,097	15,090
Depreciation	32,595	34,561	38,558
Amortization of intangible assets	577	792	825
Impairment of goodwill and broadcast licenses	—	338,681	—
Gain on disposals of assets, net	(7,628)	(1,632)	(248)
Operating expenses	227,295	586,071	253,912
Operating income (loss)	43,079	(258,895)	53,376
Other income (expense):			
Miscellaneous income (expense), net	54	(53)	972
Interest expense	(69,088)	(54,079)	(67,189)
Loss from early extinguishment of debt	(8,352)	—	(22,853)
Loss before income taxes	(34,307)	(313,027)	(35,694)
Income tax benefit	(11,260)	(111,011)	(12,543)
Net loss	(23,047)	(202,016)	(23,151)
Preferred dividends (includes accretion of issuance cost of \$1,202, \$576 and \$439, respectively)	17,119	6,593	1,626
Net loss available to common stockholders	\$ (40,166)	\$ (208,609)	\$ (24,777)
Basic and diluted per share information:			
Net loss available to common stockholders	\$ (0.83)	\$ (4.32)	\$ (0.52)
Weighted average shares outstanding	48,510	48,302	47,788
Dividends declared per share	\$ —	\$ 0.09	\$ 0.12

See accompanying notes.

GRAY TELEVISION, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE INCOME

	Class A Common Stock		Common Stock		Accumulated Deficit	Class A Treasury Stock		Common Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount		Shares	Amount	Shares	Amount		
Balance at December 31, 2006	7,331,574	\$ 15,321	45,690,633	\$ 443,698	\$ (20,026)	(1,578,554)	\$ (22,398)	(3,123,750)	\$ (34,412)	\$ (2,429)	\$ 379,754
Net loss	—	—	—	—	(23,151)	—	—	—	—	—	—
Loss on derivatives, net of income tax	—	—	—	—	—	—	—	—	—	(10,754)	—
Adjustment to pension liability, net of income tax	—	—	—	—	—	—	—	—	—	136	—
Comprehensive loss	—	—	—	—	—	—	—	—	—	—	(33,769)
Common stock cash dividends (\$0.12) per share	—	—	—	—	(5,757)	—	—	—	—	—	(5,757)
Preferred stock dividends (including accretion of original issuance costs)	—	—	—	—	(1,626)	—	—	—	—	—	(1,626)
Issuance of common stock:											
401(k) plan	—	—	264,419	2,242	—	—	—	—	—	—	2,242
Non-qualified stock plan	—	—	163,295	1,271	—	—	—	—	—	—	1,271
Directors' restricted stock plan	—	—	55,000	—	—	—	—	—	—	—	—
Repurchase of common stock	—	—	—	—	—	—	—	(647,800)	(5,518)	—	(5,518)
Share-based compensation	—	—	—	1,248	—	—	—	—	—	—	1,248
Balance at December 31, 2007	<u>7,331,574</u>	<u>\$ 15,321</u>	<u>46,173,347</u>	<u>\$ 448,459</u>	<u>\$ (50,560)</u>	<u>(1,578,554)</u>	<u>\$ (22,398)</u>	<u>(3,771,550)</u>	<u>\$ (39,930)</u>	<u>\$ (13,047)</u>	<u>\$ 337,845</u>

See accompanying notes.

GRAY TELEVISION, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE INCOME — (Continued)

	Class A Common Stock		Common Stock		Accumulated Deficit	Class A Treasury Stock		Common Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount		Shares	Amount	Shares	Amount		
Balance at December 31, 2007	7,331,574	\$ 15,321	46,173,347	\$ 448,459	\$ (50,560)	(1,578,554)	\$ (22,398)	(3,771,550)	\$ (39,930)	\$ (13,047)	\$ 337,845
Net loss	—	—	—	—	(202,016)	—	—	—	—	—	—
Loss on derivatives, net of income tax	—	—	—	—	—	—	—	—	—	(4,262)	—
Adjustment to pension liability, net of income tax	—	—	—	—	—	—	—	—	—	(7,149)	—
Comprehensive loss	—	—	—	—	—	—	—	—	—	—	(213,427)
Common stock cash dividends (\$0.09) per share	—	—	—	—	(4,363)	—	—	—	—	—	(4,363)
Preferred stock dividends (including accretion of original issuance costs)	—	—	—	—	(6,593)	—	—	—	—	—	(6,593)
Issuance of common stock:											
401(k) plan	—	—	950,601	2,380	—	—	—	—	—	—	2,380
Directors' restricted stock plan	—	—	55,000	—	—	—	—	—	—	—	—
Repurchase of common stock	—	—	—	—	—	—	—	(883,200)	(185)	—	(185)
Share-based compensation	—	—	—	1,450	—	—	—	—	—	—	1,450
Balance at December 31, 2008	<u>7,331,574</u>	<u>\$ 15,321</u>	<u>47,178,948</u>	<u>\$ 452,289</u>	<u>\$ (263,532)</u>	<u>(1,578,554)</u>	<u>\$ (22,398)</u>	<u>(4,654,750)</u>	<u>\$ (40,115)</u>	<u>\$ (24,458)</u>	<u>\$ 117,107</u>

See accompanying notes.

GRAY TELEVISION, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE LOSS — (Continued)

	Class A Common Stock		Common Stock		Accumulated Deficit	Class A Treasury Stock		Common Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount		Shares	Amount	Shares	Amount		
Balance at December 31, 2008	7,331,574	\$ 15,321	47,178,948	\$ 452,289	\$ (263,532)	(1,578,554)	\$ (22,398)	(4,654,750)	\$ (40,115)	\$ (24,458)	\$ 117,107
Net loss	—	—	—	—	(23,047)	—	—	—	—	—	—
Gain on derivatives, net of income tax	—	—	—	—	—	—	—	—	—	11,143	—
Adjustment to pension liability, net of income tax	—	—	—	—	—	—	—	—	—	4,001	—
Comprehensive loss	—	—	—	—	—	—	—	—	—	—	(7,903)
Preferred stock dividends (including accretion of original issuance costs)	—	—	—	—	(17,119)	—	—	—	—	—	(17,119)
Issuance of common stock:											
401(k) plan	—	—	350,554	147	—	—	—	—	—	—	147
Share-based compensation	—	—	—	1,388	—	—	—	—	—	—	1,388
Balance at December 31, 2009	<u>7,331,574</u>	<u>\$ 15,321</u>	<u>47,529,502</u>	<u>\$ 453,824</u>	<u>\$ (303,698)</u>	<u>(1,578,554)</u>	<u>\$ (22,398)</u>	<u>(4,654,750)</u>	<u>\$ (40,115)</u>	<u>\$ (9,314)</u>	<u>\$ 93,620</u>

See accompanying notes.

GRAY TELEVISION, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2009	2008 (In thousands)	2007
Operating activities			
Net loss	\$ (23,047)	\$ (202,016)	\$ (23,151)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation	32,595	34,561	38,558
Amortization of intangible assets	577	792	825
Amortization of deferred loan costs	329	475	967
Amortization of restricted stock awards	1,388	1,450	1,248
Loss from early extinguishment of debt	8,352	—	22,853
Accrual of long-term accrued facility fee	18,307	—	—
Impairment of goodwill and broadcast licenses	—	338,681	—
Amortization of program broadcast rights	15,130	16,070	15,194
Payments on program broadcast obligations	(15,287)	(13,968)	(14,101)
Common stock contributed to 401(K) Plan	147	2,380	2,242
Deferred revenue, network compensation	(617)	(604)	(300)
Deferred income taxes	(11,219)	(110,990)	(13,823)
Gain on disposals of assets, net	(7,628)	(1,632)	(248)
Payment for sports marketing agreement	—	—	(4,950)
Other	2,574	257	173
Changes in operating assets and liabilities, net of business acquisitions:			
Accounts receivable	(2,483)	8,385	(2,089)
Other current assets	3,208	3,387	(3,169)
Accounts payable	(4,238)	2,162	2,082
Employee compensation, benefits and pension costs	72	(2,017)	288
Accrued expenses	(2,288)	870	(374)
Accrued interest	3,654	(6,001)	5,047
Income taxes payable	(168)	(282)	1,141
Deferred revenue other, including current portion	(455)	1,715	(53)
Net cash provided by operating activities	<u>18,903</u>	<u>73,675</u>	<u>28,360</u>
Investing activities			
Acquisition of television businesses and licenses, net of cash acquired	—	—	(92)
Purchases of property and equipment	(17,756)	(15,019)	(24,605)
Proceeds from asset sales	104	199	272
Equipment transactions related to spectrum reallocation, net	697	(766)	(211)
Payments on acquisition related liabilities	(805)	(779)	(1,012)
Other	229	25	(14)
Net cash used in investing activities	<u>(17,531)</u>	<u>(16,340)</u>	<u>(25,662)</u>
Financing activities			
Proceeds from borrowings on long-term debt	—	16,000	392,500
Repayments of borrowings on long-term debt	(8,571)	(140,621)	(318,500)
Deferred and other loan costs	(7,450)	—	(16,255)
Dividends paid, net of accreted preferred stock dividend	—	(8,825)	(7,709)
Proceeds from issuance of common stock	—	—	1,271
Proceeds from issuance of preferred stock	—	91,607	—
Purchase of common stock	—	(185)	(5,518)
Redemption of preferred stock	—	—	(31,400)
Redemption and purchase of preferred stock from related party	—	—	(6,490)
Net cash (used in) provided by financing activities	<u>(16,021)</u>	<u>(42,024)</u>	<u>7,899</u>
Net (decrease) increase in cash and cash equivalents	(14,649)	15,311	10,597
Cash and cash equivalents at beginning of period	30,649	15,338	4,741
Cash and cash equivalents at end of period	<u>\$ 16,000</u>	<u>\$ 30,649</u>	<u>\$ 15,338</u>

See accompanying notes.

GRAY TELEVISION, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Summary of Significant Accounting Policies**Description of Business**

Gray Television, Inc. is a television broadcast company headquartered in Atlanta, Georgia. We own 36 television stations serving 30 television markets. Seventeen of the stations are affiliated with CBS Inc. ("CBS"), ten are affiliated with the National Broadcasting Company, Inc. ("NBC"), eight are affiliated with the American Broadcasting Company ("ABC"), and one is affiliated with FOX Entertainment Group, Inc. ("FOX"). In addition to our primary channels that we broadcast from our television stations, we currently broadcast 39 digital second channels including one affiliated with ABC, four affiliated with FOX, seven affiliated with The CW Network, LLC ("CW"), 18 affiliated with Twentieth Television, Inc. ("MyNetworkTV" or "MyNet."), two affiliated with Universal Sports Network or ("Universal Sports") and seven local news/weather channels in certain of our existing markets. We created our digital second channels to better utilize our excess broadcast spectrum. The digital second channels are similar to our primary broadcast channels; however, our digital second channels are affiliated with networks different from those affiliated with our primary broadcast channels. Our operations consist of one reportable segment.

Principles of Consolidation

The consolidated financial statements include our accounts and the accounts of our subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Revenue Recognition

Broadcasting advertising revenue is generated primarily from the sale of television advertising time to local, national and political customers. Internet advertising revenue is generated from the sale of advertisements on our stations' websites. Broadcast network compensation is generated by contractual payments to us from the broadcast networks. Retransmission consent revenue is generated by payments to us from cable and satellite distribution systems for their retransmission of our broadcasts. Advertising revenue is billed to the customer and recognized when the advertisement is broadcast or appears on our stations' websites. Broadcast network compensation is recognized on a straight-line basis over the life of the contract. Retransmission consent revenue is recognized as earned over the life of the contract. Cash received which has not yet been recognized as revenue is presented as deferred revenue.

Barter Transactions

We account for trade barter transactions involving the exchange of tangible goods or services with our customers as revenue. The revenue is recorded at the time the advertisement is broadcast and the expense is recorded at the time the goods or services are used. The revenue and expense associated with these transactions are based on the fair value of the assets or services involved in the transaction. Trade barter revenue and expense recognized by us for each of the years ended December 31, 2009, 2008 and 2007 are as follows (amounts in thousands):

	Year Ended December 31,		
	2009	2008	2007
Trade barter revenue	\$ 1,289	\$ 1,850	\$ 2,256
Trade barter expense	(1,324)	(1,892)	(2,116)
Net trade barter (expense) income	<u>\$ (35)</u>	<u>\$ (42)</u>	<u>\$ 140</u>

We do not account for barter revenue and related barter expense generated from network or syndicated programming as such amounts are not material. Furthermore, any such barter revenue recognized would then require the recognition of an equal amount of barter expense. The recognition of these amounts would have no effect upon net income (loss).

Advertising Expense

We recorded advertising expense of \$0.8 million, \$1.3 million and \$1.8 million for the years ended December 31, 2009, 2008 and 2007, respectively. In 2009 and 2008, advertising expense decreased as a result of general cost reduction initiatives. In 2007, advertising expense increased as a result of the acquisition of stations and the expansion of operations at existing stations through digital second channels. We expense all advertising expenditures.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Our actual results could materially differ from these estimated amounts. Our most significant estimates are used for our allowance for doubtful accounts in receivables, valuation of goodwill and intangible assets, amortization of program rights and intangible assets, stock-based compensation, pension costs, income taxes, employee medical insurance claims, useful lives of property and equipment, contingencies and litigation.

Allowance for Doubtful Accounts

We record a provision for doubtful accounts based on a percentage of receivables. We recorded expenses for this allowance of \$0.9 million, \$1.8 million and \$1.0 million for the years ended December 31, 2009, 2008 and 2007, respectively. We write-off accounts receivable balances when we determine that they have become uncollectible.

Program Broadcast Rights

Rights to programs available for broadcast under program license agreements are initially recorded at the beginning of the license period for the amounts of total license fees payable under the license agreements and are charged to operating expense over the period that the episodes are broadcast. The portion of the unamortized balance expected to be charged to operating expense in the succeeding year is classified as a current asset, with the remainder classified as a non-current asset. The liability for the license fees payable under program license agreements is classified as current or long-term, in accordance with the payment terms of the various license agreements.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed principally by the straight-line method. Buildings, towers, improvements and equipment are generally depreciated over estimated useful lives of approximately 35 years, 20 years, 10 years and 5 years, respectively. Maintenance, repairs and minor replacements are charged to operations as incurred; major replacements and betterments are capitalized. The cost of any assets sold or retired and related accumulated depreciation are removed from the accounts at the time of disposition, and any resulting profit or loss is reflected in income or expense for the period. The following table lists components of property and equipment by major category (in thousands):

	December 31,	
	2009	2008
Property and equipment:		
Land	\$ 23,046	\$ 22,452
Buildings and improvements	51,606	49,766
Equipment	291,682	296,013
	<u>366,334</u>	<u>368,231</u>
Accumulated depreciation	(218,242)	(205,328)
Total property and equipment, net	<u>\$ 148,092</u>	<u>\$ 162,903</u>

Deferred Loan Costs

Loan acquisition costs are amortized over the life of the applicable indebtedness using a straight-line method that approximates the effective interest method.

Asset Retirement Obligations

We own office equipment, broadcasting equipment, leasehold improvements and transmission towers, some of which are located on, or are housed in, leased property or facilities. At the conclusion of several of these leases we are legally obligated to dismantle, remove and otherwise properly dispose of and remediate the facility or property. We estimate our asset retirement obligation based upon the cash flows of the costs to be incurred and the net present value of those estimated amounts. The asset retirement obligation is recognized as a non-current liability and as a component of the cost of the related asset. Changes to our asset retirement obligation resulting from revisions to the timing or the amount of the original undiscounted cash flow estimates are recognized as an increase or decrease to the carrying amount of the asset retirement obligation and the related asset retirement cost capitalized as part of the related

[Table of Contents](#)

property, plant, or equipment. Changes in the asset retirement obligation resulting from accretion of the net present value of the estimated cash flows are recognized as operating expenses. We recognize depreciation expense of the capitalized cost over the estimated life of the lease. Our estimated obligations become due at varying times during the years 2010 through 2059. The liability recognized for our asset retirement obligations was approximately \$465,000 and \$507,000 as of December 31, 2009 and 2008, respectively. Related to our asset retirement obligations, we recorded a gain of \$3,000 for the year ended December 31, 2009 and expenses of \$28,000 and \$0 for the years ended December 31, 2008 and 2007, respectively.

Concentration of Credit Risk

We provide advertising air-time to national and local advertisers within the geographic areas in which we operate. Credit is extended based on an evaluation of the customer's financial condition, and generally advance payment is not required except for political advertising. Credit losses are provided for in the financial statements and consistently have been within our expectations that are based upon our prior experience.

For the year ended December 31, 2009, approximately 17% and 12% of our broadcast revenue was obtained from advertising sales to automotive and restaurant customers, respectively. We experienced similar industry-based concentrations of revenue in the years ended December 31, 2008 and 2007. Although our revenues can be affected by changes within these industries, we believe this risk is in part mitigated due to the fact that no one customer accounted for in excess of 5% of our revenue in any of these periods. Furthermore, our large geographic operating area partially mitigates the potential effect of regional economic changes. However, during the years ended December 31, 2009 and 2008, our overall revenues have been negatively impacted by the economic recession, including the recession's effect upon the automotive industry.

The majority of our cash is held by a major financial institution and we believe risk of loss is mitigated by the size and the financial health of the institution. Risk of loss has been further mitigated by the U.S. Government's intervention in the banking system during the years ended December 31, 2009 and 2008.

Earnings Per Share

We compute basic earnings per share by dividing net income by the weighted-average number of common shares outstanding during the relevant period. The weighted-average number of common shares outstanding does not include unvested restricted shares. These shares, although classified as issued and outstanding, are considered contingently returnable until the restrictions lapse and are not to be included in the basic earnings per share calculation until the shares are vested. Diluted earnings per share is computed by giving effect to all dilutive potential common shares issuable, including restricted stock and stock options. The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding for the years ended December 31, 2009, 2008 and 2007 (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Weighted-average shares outstanding — basic	48,510	48,302	47,788
Stock options and restricted stock	—	—	—
Weighted-average shares outstanding — diluted	<u>48,510</u>	<u>48,302</u>	<u>47,788</u>

For periods in which we reported losses, all common stock equivalents are excluded from the computation of diluted earnings per share, since their inclusion would be antidilutive. Securities that could potentially dilute earnings per share in the future, but which were not included in the calculation of diluted earnings per share because their inclusion would have been antidilutive for the periods presented are as follows (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Potentially dilutive securities outstanding at end of period:			
Employee stock options	1,476	1,949	864
Unvested restricted stock	66	100	128
Total	<u>1,542</u>	<u>2,049</u>	<u>992</u>

Investment in Broadcasting Company

We have an investment in Sarkes Tarzian, Inc. (“Tarzian”) whose principal business is the ownership and operation of two television stations. The investment represents 33.5% of the total outstanding common stock of Tarzian (both in terms of the number of shares of common stock outstanding and in terms of voting rights), but such investment represents 73% of the equity of Tarzian for purposes of dividends, if paid, as well as distributions in the event of any liquidation, dissolution or other sale of Tarzian. This investment is accounted for under the cost method of accounting and reflected as a non-current asset. We have no commitment to fund operations of Tarzian and we have neither representation on Tarzian’s board of directors or any other influence over Tarzian’s management. We believe the cost method is appropriate to account for this investment given the existence of a single voting majority shareholder and our lack of management influence.

Valuation of Broadcast Licenses, Goodwill and Other Intangible Assets

From January 1, 1994 through December 31, 2009, we acquired 33 television stations. We completed our most recent acquisition on March 3, 2006. Among the assets acquired in these transactions were broadcast licenses issued by the Federal Communications Commission, goodwill and other intangible assets.

For broadcast licenses acquired prior to January 1, 2002, we recorded their respective values using a residual method (analogous to “goodwill”) where the excess of the purchase price over the fair value of all identified tangible and intangible assets is attributed to the broadcast license. This residual basis approach will generally produce higher valuations of broadcast licenses when compared to applying an income method as discussed below.

For broadcast licenses acquired after December 31, 2001, we recorded their respective values using an income approach. Under this approach, a broadcast license is valued based on analyzing the estimated after-tax discounted future cash flows of the station, assuming an initial hypothetical start-up operation maturing into an average performing station in a specific television market and giving consideration to other relevant factors such as the technical qualities of the broadcast license and the number of competing broadcast licenses within that market. This income approach will generally produce lower valuations of broadcast licenses when compared to applying a residual method as discussed above. For television stations acquired after December 31, 2001, we allocated the residual value of the station to goodwill.

When renewing broadcast licenses, we incur regulatory filing fees and legal fees. We expense these fees as they are incurred.

Other intangible assets that we have acquired include network affiliation agreements, advertising contracts, client lists, talent contracts and leases. Each of our stations is affiliated with a broadcast network. We believe that the value of a television station is derived primarily from the attributes of its broadcast license rather than its network affiliation agreement. As a result, we have allocated minimal values to our network affiliation agreements. We have classified our other intangible assets as definite-lived intangible assets. The amortization period of our other intangible assets is equal to the shorter of their estimated useful life or contract period. When renewing other intangible asset contracts, we incur legal fees which expensed as incurred.

Annual Impairment Testing of Intangible Assets

We test for impairment of our intangible assets on an annual basis on the last day of each fiscal year. However, if certain triggering events occur, we will test for impairment during the relevant reporting period.

For purposes of testing goodwill for impairment, each of our individual television stations is considered a separate reporting unit. We review each television station for possible goodwill impairment by comparing the estimated fair value of each respective reporting unit to the recorded value of that reporting unit’s net assets. If the estimated fair value exceeds the net asset value, no goodwill impairment is deemed to exist. If the fair value of the reporting unit does not exceed the recorded value of that reporting unit’s net assets, we then perform, on a notional basis, a purchase price allocation by allocating the reporting unit’s fair value to the fair value of all tangible and identifiable intangible assets with residual fair value representing the implied fair value of goodwill of that reporting unit. The recorded value of goodwill for the reporting unit is written down to this implied value.

To estimate the fair value of our reporting units, we utilize a discounted cash flow model supported by a market multiple approach. We believe that a discounted cash flow analysis is the most appropriate methodology to test the recorded value of long-term assets with a demonstrated long-lived / enduring franchise value. We believe the results of the discounted cash flow and market multiple approaches provide reasonable estimates of the fair value of our reporting units because these approaches are based on our

[Table of Contents](#)

actual results and reasonable estimates of future performance, and also take into consideration a number of other factors deemed relevant by us, including but not limited to, expected future market revenue growth, market revenue shares and operating profit margins. We have historically used these approaches in determining the value of our goodwill. We also consider a market multiple approach utilizing market multiples to corroborate our discounted cash flow analysis. We believe that this methodology is consistent with the approach that a strategic market participant would utilize if they were to value one of our television stations.

For testing of our broadcast licenses and other intangible assets for potential impairment of their recorded asset values, we compare their estimated fair value to the respective asset's recorded value. If the fair value is greater than the asset's recorded value, no impairment expense is recorded. If the fair value does not exceed the asset's recorded value, we record an impairment expense equal to the amount that the asset's recorded value exceeded the asset's fair value. We use the income method to estimate the fair value of all broadcast licenses irrespective of whether they were initially recorded using the residual or income methods.

For further discussion of our goodwill, broadcast licenses and other intangible assets, see Note 12. "Goodwill and Intangible Assets".

Market Capitalization

When we test our broadcast licenses and goodwill for impairment, we also give consideration to our market capitalization. During 2008, we experienced a significant decline in our market capitalization. As of December 31, 2008, our market capitalization was less than our book value and it remains less than book value as of the date of this filing. We believe the decline in our stock price was influenced, in part, by the then current state of the national credit market and the national economic recession. We believe that it is appropriate to view the current status of the credit markets and recession as relatively temporary in relation to reporting units that have demonstrated long-lived/enduring franchise value. Accordingly, we believe that a variance between market capitalization and fair value can exist and that difference could be significant at points in time due to intervening macroeconomic influences.

Related Party Transactions

On December 23, 2008, Gray entered into a one-year consulting contract with Mr. J. Mack Robinson whereby he agreed to consult and advise Gray with respect to its television stations and all related matters in connection with various proposed or existing television stations. In return for his services, Mr. Robinson received compensation under this agreement of \$400,000 for the year ended December 31, 2009. Prior to Mr. Robinson's retirement on December 14, 2008, he had served as Gray's Chief Executive Officer. At all times during which the consulting agreement has been in effect, he has continued to serve as a member of Gray's Board of Directors and as Chairman *emeritus*.

For the years ended December 31, 2008 and 2007, we made related party payments to Georgia Casualty & Surety Co. ("Georgia Casualty") in the amounts of \$183,000 and \$317,000, respectively, for certain insurance services provided. Through March 2008, Georgia Casualty was a wholly-owned subsidiary of Atlanta American Corporation, a publicly-traded company ("Atlantic American"). For all periods through 2008, Mr. Robinson served as chairman of the board of Atlantic American. Mr. Robinson and certain entities controlled by him own a majority of the outstanding capital stock of Atlantic American. In addition, Mr. Hilton H. Howell, our Chairman and Chief Executive Officer is Chairman, President and Chief Executive Officer of, and maintains an ownership interest in, Atlantic American and Harriett J. Robinson, one of our directors and the wife of J. Mack Robinson, is a director of, and maintains an ownership interest in, Atlantic American. During 2008, Atlantic American sold Georgia Casualty to an unrelated party. The payments for 2008 are the total payments made for all of 2008. After 2008, we no longer consider Georgia Casualty a related party due to their sale in 2008.

Accumulated Other Comprehensive (Loss) Income

Our accumulated other comprehensive (loss) income balances as of December 31, 2009 and 2008 consist of adjustments to our derivative and pension liabilities as follows (in thousands):

	December 31,	
	2009	2008
Accumulated balances of items included in accumulated other comprehensive loss:		
Loss on derivatives, net of income tax	\$ (3,870)	\$ (15,013)
Pension liability adjustments, net of income tax	(5,444)	(9,445)
Accumulated other comprehensive loss	<u>\$ (9,314)</u>	<u>\$ (24,458)</u>

Recent Accounting Pronouncements

In June 2009 the Financial Accounting Standards Board (“FASB”) issued Statement of Financial Accounting Standards No. 168 “The FASB Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles — a replacement of FASB Standard No. 162” (“SFAS 168”). SFAS 168 replaces GAAP with two levels of GAAP: authoritative and non-authoritative. On July 1, 2009, the FASB Accounting Standards Codification (“FASB ASC”) became the single source of authoritative nongovernmental GAAP, except for rules and interpretive releases of the Securities and Exchange Commission. All other non-grandfathered accounting literature became non-authoritative. The adoption of SFAS 168 did not have a material impact on our consolidated financial statements. As a result of the adoption of SFAS 168, all references to GAAP now refer to the codified FASB ASC topic.

In September 2006, FASB ASC Topic 820 was issued. FASB ASC Topic 820 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements. FASB ASC Topic 820 does not require any new fair value measurements, but provides guidance on how to measure fair value by providing a fair value hierarchy used to classify the source of the information. We adopted the provisions of FASB ASC Topic 820 on January 1, 2009. The adoption of FASB ASC Topic 820 did not have a significant impact on our consolidated financial statements.

In April 2009, FASB ASC Topic 855 was issued. FASB ASC Topic 855 establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or available to be issued. We adopted FASB ASC Topic 855 for the quarter ending June 30, 2009. The adoption did not have a material impact on our consolidated financial statements.

Subsequent Events

We evaluate subsequent events through the date we issue our financial statements.

Reclassifications

Certain reclassifications have been made within the liability section of our prior year’s balance sheet and the investing section of our prior year’s statement of cash flows to be consistent with the current year’s presentation. The reclassifications did not change total assets, total liabilities or net loss as previously recorded.

2. Marketable Securities

We have historically invested excess cash balances in an enhanced cash fund managed by Columbia Management Advisers, LLC, a subsidiary of Bank of America, N.A. (“Columbia Management”). We refer to this investment fund as the Columbia Fund.

On December 6, 2007, Columbia Management initiated a series of steps which included the temporary suspension of all immediate cash distributions from the Columbia Fund and changed its method of valuation from a fixed asset valuation to a fluctuating asset valuation. Since that date, Columbia Management has commenced the liquidation of the Columbia Fund. During the quarter ended March 31, 2009, Columbia Management completed the liquidation and distribution of our investment.

For the years ended December 31, 2009, 2008 and 2007, we recorded a mark-to-market expense of \$2,100, \$383,000 and \$88,000, respectively, reflecting a decrease in market value of our original investment in the Columbia Fund. As of December 31, 2009, we no longer had funds invested in the Columbia Fund. Our balance in the Columbia Fund net of the mark-to-market adjustment as of December 31, 2008 was \$1.4 million and was recorded as a current marketable security.

For the years ended December 31, 2009, 2008 and 2007, we received cash distributions of \$1.4 million, \$4.5 million and \$623,000, respectively, and we earned interest income of \$5,000, \$116,000 and \$78,000, respectively, from the Columbia Fund.

Fair value is based on quoted prices of similar assets in active markets. Valuation of these items entails a significant amount of judgment and the inputs that are significant to the fair value measurement are Level 2 in the fair value hierarchy. See Note 5. “Fair Value Measurement” for further discussion of fair value.

As of December 31, 2009, all excess cash is held in a bank account and we do not have any cash equivalents.

3. Long-term Debt and Accrued Facility Fee

Long-term debt consists of the following (in thousands):

	December 31,	
	2009	2008
Long-term debt:		
Senior credit facility — current portion	\$ 8,080	\$ 8,085
Senior credit facility — long-term portion	783,729	792,295
Total long-term debt including current portion	791,809	800,380
Long-term accrued facility fee	18,307	—
Total long-term debt and accrued facility fee	<u>\$ 810,116</u>	<u>\$ 800,380</u>
Borrowing availability under our senior credit facility	\$ 31,681	\$ 12,262
Leverage ratio as defined in our senior credit facility:		
Actual	8.42	7.14
Maximum allowed	8.75	7.25

Our senior credit facility consists of a revolving loan and a term loan. The amount outstanding under our senior credit facility as of December 31, 2009 and December 31, 2008 was \$791.8 million and \$800.4 million, respectively, comprised solely of the term loan. Under the revolving loan portion of our senior credit facility, the maximum available borrowing capacity was \$50.0 million as of December 31, 2009. Of the maximum borrowing capacity available under our revolving loan, the amount that we can draw is limited by certain restrictive covenants, including our total net leverage ratio covenant. Based on such covenant, as of December 31, 2009 and December 31, 2008, we could have drawn \$31.7 million and \$12.3 million, respectively, of the \$50.0 million maximum borrowing capacity under the revolving loan. Effective as of March 31, 2010, the maximum borrowing capacity available under the revolving loan was reduced to \$40.0 million.

Under our revolving and term loans, we can choose to pay interest at an annual rate equal to the London Interbank Offered Rate (“LIBOR”) plus 3.5% or at the lenders’ base rate, generally equal to the lenders’ prime rate, plus 2.5%. This interest is payable in cash throughout the year.

In addition, effective as of April 1, 2009, we incur a facility fee at an annual rate of 3.0% on all principal balances outstanding under the revolving and term loans. For the period from April 4, 2009 until April 30, 2010, the annual facility fee for the revolving and term loans accrues and is payable on the respective revolving and term loan maturity dates. The revolving loan and term loan maturity dates are March 19, 2014 and December 31, 2014, respectively. For the period from April 30, 2010 until maturity of the senior credit facility, the annual facility fee will be payable in cash on a quarterly basis and the amount accrued through April 30, 2010 will bear interest at an annual rate of 6.5%, payable quarterly. As of December 31, 2009, our accrued facility fee of \$18.3 million was classified as a long-term liability on our balance sheet. The accrued facility fee is included in determining the amount of total debt in calculating our total net leverage ratio covenant as defined in our senior credit facility.

The average interest rates on our total debt balance outstanding under the senior credit facility as of December 31, 2009 and 2008 were 6.8% and 4.8%, respectively. These rates are as of the period end and do not include the effects of our interest rate swap agreements. See Note 4. “Derivatives”. Including the effects of our interest rate swap agreements, the average interest rates on our total debt balance outstanding under our senior credit facility at December 31, 2009 and 2008 were 9.8% and 5.6%, respectively.

Also under our revolving loan, we pay a commitment fee on the average daily unused portion of the \$50.0 million revolving loan. As of December 31, 2009 and 2008, the annual commitment fees were 0.5% and 0.4%, respectively.

Collateral and Restrictions

The collateral for our senior credit facility consists of substantially all of our and our subsidiaries’ assets. In addition, our subsidiaries are joint and several guarantors of the obligations and our ownership interests in our subsidiaries are pledged to collateralize the obligations. The senior credit facility contains affirmative and restrictive covenants. These covenants include but are not limited to (i) limitations on additional indebtedness, (ii) limitations on liens, (iii) limitations on amendments to our by-laws and articles of incorporation, (iv) limitations on mergers and the sale of assets, (v) limitations on guarantees, (vi) limitations on investments and acquisitions, (vii) limitations on the payment of dividends and the redemption of our capital stock, (viii) maintenance of a specified total net leverage ratio not to exceed certain maximum limits, (ix) limitations on related party transactions, (x) limitations on the purchase of real estate, and (xi) limitations on entering into multiemployer retirement plans, as well as other customary covenants for credit facilities of this type. As of December 31, 2009 and 2008, we were in compliance with all restrictive covenants as required by our senior credit facility.

[Table of Contents](#)

We are a holding company with no material independent assets or operations, other than our investments in our subsidiaries. The aggregate assets, liabilities, earnings and equity of the subsidiary guarantors as defined in our senior credit facility are substantially equivalent to our assets, liabilities, earnings and equity on a consolidated basis. The subsidiary guarantors are, directly or indirectly, our wholly owned subsidiaries and the guarantees of the subsidiary guarantors are full, unconditional and joint and several. All of our current and future direct and indirect subsidiaries are and will be guarantors under the senior credit facility. Accordingly, separate financial statements and other disclosures of each of the subsidiary guarantors are not presented because we have no independent assets or operations, the guarantees are full and unconditional and joint and several and any of our subsidiaries other than the subsidiary guarantors are immaterial.

Amendments to Our Senior Credit Facility

Effective as of March 31, 2009, we amended our senior credit facility (the "2009 amendment"). The 2009 amendment included (i) an increase in the maximum total net leverage ratio covenant for the year ended December 31, 2009, (ii) a general increase in the restrictiveness of our remaining covenants and (iii) increased interest rates, as described below. In connection therewith, we incurred loan issuance costs of approximately \$7.4 million, including legal and professional fees. These fees were funded from our existing cash balances. The 2009 amendment of our senior credit facility was determined to be significant and, as a result, we recorded a loss from early extinguishment of debt of \$8.4 million.

Without the 2009 amendment, we would not have been in compliance with the total net leverage ratio covenant under the senior credit facility and such noncompliance would have caused a default under the agreement as of March 31, 2009. Such a default would have given the lenders thereunder certain rights, including the right to declare all amounts outstanding under our senior credit facility immediately due and payable or to foreclose on the assets securing such indebtedness. The 2009 amendment increased our annual cash interest rate by 2.0% and, beginning March 31, 2009, required the payment of a 3.0% annual facility fee.

As stated above, our senior credit facility requires us to maintain our total net leverage ratio below certain maximum amounts. Our actual total net leverage ratio and our maximum total net leverage ratio allowed under our senior credit facility for recent reporting periods was as follows:

	Leverage Ratio		
	Actual	Maximum Allowed	
		Agreement Giving Effect to 2009 Amendment	Agreement Pre-2009 Amendment
Leverage ratios under our senior credit facility as of:			
December 31, 2008	7.14	NA	7.25
March 31, 2009	7.48	8.00	7.25
June 30, 2009	7.98	8.25	7.25
September 30, 2009	8.22	8.50	7.25
December 31, 2009	8.42	8.75	7.00

Assuming we maintain compliance with the financial and other covenants in our senior credit facility, including the total net leverage ratio covenant, we believe that our current cash balance, cash flows from operations and any available funds under the revolving credit line of our senior credit facility will be adequate to provide for our capital expenditures, debt service and working capital requirements through December 31, 2010.

Compliance with our total net leverage ratio covenant depends on a number of factors, including the interrelationship of our ability to reduce our outstanding debt and/or the results of our operations. The continuing general economic recession, including the significant decline in advertising by the automotive industry, adversely impacted our ability to generate cash from operations during 2009. Based upon certain internal financial projections, we did not believe that we would be in compliance with our total net leverage ratio as of March 31, 2010 unless we further amended the terms of our senior credit facility. As a result, we requested and obtained such an amendment of our senior credit facility on March 31, 2010.

Effective March 31, 2010, we amended our senior credit facility which, among other things, increased the maximum amount of the total net leverage ratio covenant through March 31, 2011, and reduced the maximum availability under the revolving loan to \$40.0 million.

[Table of Contents](#)

Based upon our internal financial projections as of the date of filing this Annual Report and the amended terms of our senior credit facility, we believe that we will be in compliance with all covenants required by our amended senior credit facility as of March 31, 2010. The March 2010 amendment also imposed an additional fee, equal to 2.0% per annum, payable quarterly, in arrears, until such time as we complete an offering of capital stock or certain debt securities that results in the repayment of not less than \$200.0 million of the term loan outstanding under our senior credit facility. That fee would be eliminated upon such a repayment of amounts under the term loan. In addition, upon completion of a financing that results in the repayment of at least \$200.0 million of our term loan, we would achieve additional flexibility under various covenants in our senior credit facility. The use of proceeds from any issuance of additional securities will generally be limited to the repayment of amounts outstanding under our term loan and, in certain circumstances, to the repurchase of outstanding shares of our Series D Perpetual Preferred Stock. There can be no assurance that we will be able to complete such a capital raising transaction, or to repurchase any of our preferred stock, at times and on terms acceptable to us, or at all. If we are unable to complete such a financing and repayment of amounts under our term loan, we would continue to incur increased fees under our senior credit facility and to be subject to the stricter limits contained in our existing financial covenants. For additional details regarding the March 2010 amendment to our senior credit facility, see Note 14. "Subsequent Event — Long-term Debt Amendment" to our audited financial statements included elsewhere herein.

Loss on Early Extinguishment of Debt in 2007

On March 19, 2007, we entered into the senior credit facility and repaid all then-outstanding obligations under our previous credit facility. As a result of these transactions, in the first quarter of 2007 we incurred lender and legal fees of approximately \$3.2 million and recognized a loss on early extinguishment of debt of \$6.5 million, including the write-off of a portion of our previously capitalized loan fees.

On April 18, 2007, we redeemed all of our then-outstanding 9.25% Notes and, accordingly, recorded a loss on early extinguishment of debt of \$16.4 million during the second quarter of 2007.

Maturities

Aggregate minimum principal maturities on long-term debt and long-term accrued facility fee as of December 31, 2009, were as follows (in thousands):

Year	Minimum Principal Maturities		
	Long-Term Accrued Facility Fee	Long-Term Debt	Total
2010	\$ —	\$ 8,080	\$ 8,080
2011	—	8,080	8,080
2012	—	8,080	8,080
2013	—	8,080	8,080
2014	18,307	759,489	777,796
Total	\$ 18,307	\$ 791,809	\$ 810,116

Interest Payments

For all of our interest bearing obligations, including derivative contracts, we made interest payments of approximately \$46.8 million, \$59.6 million and \$61.2 million during 2009, 2008 and 2007, respectively. We did not capitalize any interest payments during the years ended December 31, 2009, 2008 and 2007.

4. Derivatives

Risk Management Objective of Using Derivatives

We are exposed to certain risks arising from business operations and economic conditions. We attempt to manage our exposure to a wide variety of business and operational risks principally through management of our core business activities. We attempt to manage economic risk, including interest rate, liquidity, and credit risk, primarily by managing the amount, sources and duration of our debt funding and the use of interest rate swap agreements. Specifically, we enter into interest rate swap agreements to manage interest rate exposure with the following objectives:

[Table of Contents](#)

- managing current and forecasted interest rate risk while maintaining financial flexibility and solvency;
- proactively managing our cost of capital to ensure that we can effectively manage operations and execute our business strategy, thereby maintaining a competitive advantage and enhancing shareholder value; and
- complying with covenant requirements in our senior credit facility.

Cash Flow Hedges of Interest Rate Risk

In using interest rate derivatives, our objectives are to add stability to interest expense and to manage our exposure to interest rate movements. To accomplish these objectives, we primarily use interest rate swap agreements as part of our interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable rate amounts from a counterparty in exchange for our making fixed-rate payments over the life of the agreements, without exchange of the underlying notional amount. Under the terms of our senior credit facility, we are required to fix the interest rate on at least 50.0% of the outstanding balance thereunder through March 19, 2010.

During 2007, we entered into three swap agreements to convert \$465.0 million of our variable rate debt under our senior credit facility to fixed rate debt. These interest rate swap agreements expire on April 3, 2010, and they were our only derivatives as of December 31, 2009 and 2008. Upon entering into the swap agreements, we designated them as hedges of variability of our variable rate interest payments attributable to changes in three-month LIBOR, the designated interest rate. Therefore, these interest rate swap agreements are considered cash flow hedges.

Upon entering into a swap agreement, we document our hedging relationships and our risk management objectives. Our swap agreements do not include written options. Our swap agreements are intended solely to modify the payments for a recognized liability from a variable rate to a fixed rate. Our swap agreements do not qualify for the short-cut method of accounting because the variable rate debt being hedged is pre-payable.

Hedge effectiveness is evaluated at the end of each quarter. We compare the notional amount, the variable interest rate and the settlement dates of the interest rate swap agreements to the hedged portion of the debt. Historically, our swap agreements have been highly effective at hedging our interest rate exposure, although no assurances can be provided that they will continue to be effective for future periods.

During the period of each interest rate swap agreement, we recognize the swap agreements at their fair value as an asset or liability on our balance sheet. The effective portion of the change in the fair value of our interest rate swap agreements is recorded in accumulated other comprehensive income (loss). The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings. Amounts reported in accumulated other comprehensive income (loss) related to derivatives will be reclassified to interest expense as the related interest payments are made on our variable rate debt. We estimate that an additional \$6.3 million will be reclassified as an increase in interest expense and a decrease in other comprehensive income (loss) between January 1, 2010 and April 3, 2010.

Under these swap agreements, we receive variable rate interest at the LIBOR and pay fixed interest at an annual rate of 5.48%. The variable LIBOR is reset in three-month periods for the swap agreements. At our option, the variable LIBOR is reset in one-month or three-month periods for the hedged portion of our variable rate debt.

Beginning in April 2009 and ending in early October 2009, we chose to hedge our long-term debt against a one-month LIBOR contract that is renewed monthly rather than a three-month LIBOR contract. By doing so, we took advantage of the lower one-month LIBOR during this period. As a result, our hedge was not 100% effective during this period and the ineffective portion was recognized in earnings.

The table below presents the fair value of our interest rate swap agreements as well as their classification on our balance sheet as of December 31, 2009 and 2008. These interest rate swap agreements are our only derivative financial instruments. We did not have any derivatives classified as assets as of December 31, 2009 or 2008. The fair values of the derivative instruments are estimated by obtaining quotations from the financial institutions that are counterparties to the instruments. The fair values are estimates of the net amount that we would have been required to pay on December 31, 2009 and 2008 if the agreements were transferred to other parties or cancelled on such dates. Amounts in the following table are in thousands.

Fair Values of Derivative Instruments

	As of December 31, 2009		As of December 31, 2008	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments:				
Interest rate swap agreements	Current liabilities	\$6,344	Noncurrent liabilities	\$ 24,611

The following table presents the effect of our derivative financial instruments on our consolidated statement of operations for the years ended December 31, 2009 and 2008 (in thousands).

	Cash Flow Hedging Relationships for the Year Ended December 31,		
	2009	2008	2007
Interest rate swap agreements:			
Asset (liability) at beginning of period	\$ (24,611)	\$ (17,625)	\$ 4
Effective portion of gains (losses) recognized in other comprehensive income (loss)	35,497	719	(17,693)
Effective portion of gains (losses) recorded in accumulated other comprehensive income (loss) and reclassified into interest expense	(17,230)	(7,705)	64
Portion of gains (losses) representing the amount of hedge ineffectiveness and the amount excluded from the assessment of hedge effectiveness and recorded as an increase (decrease) in interest expense	—	—	—
Asset (liability) at end of period	\$ (6,344)	\$ (24,611)	\$ (17,625)

For the year ended December 31, 2009, we recorded a loss on derivatives as other comprehensive income of \$11.2 million, net of a \$7.1 million income tax expense. For the year ended December 31, 2008, we recorded a loss on derivatives as other comprehensive expense of \$4.3 million, net of a \$2.7 million income tax benefit. For the year ended December 31, 2007, we recorded a loss on derivatives as other comprehensive expense of \$10.8 million, net of a \$6.9 million income tax benefit.

Credit-risk Related Contingent Features

We manage our counterparty risk by entering into derivative instruments with global financial institutions that we believe present a low risk of credit loss resulting from nonperformance. As of December 31, 2009 and 2008, we had not recorded a credit value adjustment related to our interest rate swap agreements.

Our interest rate swap agreements incorporate the covenant provisions of our senior credit facility. Failure to comply with the covenant provisions of the senior credit facility could result in our being in default of our obligations under our interest rate swap agreements.

5. Fair Value Measurement

Fair value is the price that market participants would pay or receive to sell an asset or paid to transfer a liability in an orderly transaction. Fair value is also considered the exit price. We utilize market data or assumptions that market participants would use in pricing an asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized into a hierarchy that gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities ("Level 1") and the lowest priority to unobservable inputs that require assumptions to measure fair value ("Level 3").

Recurring Fair Value Measurements

Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the fair value of assets and liabilities and their placement within the fair value hierarchy levels. The following table sets forth our financial assets and liabilities, which were accounted for at fair value, by level within the fair value hierarchy as of December 31, 2009 and 2008 (in thousands):

Recurring Fair Value Measurements

	As of December 31, 2009			Total
	Level 1	Level 2	Level 3	
Assets:				
Marketable securities	\$ —	\$ —	\$ —	\$ —
Liabilities:				
Interest rate swap agreements	\$ —	\$6,344	\$ —	\$6,344

	As of December 31, 2008			Total
	Level 1	Level 2	Level 3	
Assets:				
Marketable securities	\$ —	\$ 1,384	\$ —	\$ 1,384
Liabilities:				
Interest rate swap agreements	\$ —	\$24,611	\$ —	\$24,611

Fair value of our interest rate swap agreements is based on estimates provided by the counterparties. Fair value of our marketable securities was based on estimates provided by Columbia Management. Valuation of these items does entail a significant amount of judgment.

Non-Recurring Fair Value Measurements

We have certain assets that are measured at fair value on a non-recurring basis and are adjusted to fair value only when the carrying values exceed their fair values. Included in the following table are the significant categories of assets measured at fair value on a non-recurring basis as of December 31, 2009 (amounts in thousands).

Non-Recurring Fair Value Measurements

	As of December 31, 2009				Impairment Loss For The Year Ended December 31, 2009
	Level 1	Level 2	Level 3	Total	
Assets:					
Property and equipment, net	\$ —	\$ —	\$ 148,092	\$ 148,092	\$ —
Program broadcast rights	—	—	11,265	11,265	177
Investment in broadcasting company	—	—	13,599	13,599	—
Broadcast licenses	—	—	818,981	818,981	—
Goodwill	—	—	170,522	170,522	—
Other intangible assets, net	—	—	1,316	1,316	—
Total	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,163,775</u>	<u>\$ 1,163,775</u>	<u>\$ 177</u>

	As of December 31, 2008				Impairment Loss For The Year Ended December 31, 2008
	Level 1	Level 2	Level 3	Total	
Assets:					
Property and equipment, net	\$ —	\$ —	\$ 162,903	\$ 162,903	\$ —
Program broadcast rights	—	—	11,068	11,068	627
Investment in broadcasting company	—	—	13,599	13,599	—
Broadcast licenses	—	—	818,981	818,981	240,085
Goodwill	—	—	170,522	170,522	98,596
Other intangible assets, net	—	—	1,893	1,893	—
Total	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,178,966</u>	<u>\$ 1,178,966</u>	<u>\$ 339,308</u>

Fair value of our property and equipment is estimated by our engineers. Fair value of our program broadcast rights is based upon estimated future advertising revenue generated by the programming. Fair value of our investment in broadcasting company is based upon estimated future cash flows. Fair value of broadcast licenses, goodwill and other intangible assets is described in Note 1. "Description of Business and Summary of Significant Accounting Policies." Our program broadcast rights impairment charge was recorded as a broadcast operating expense in the respective periods.

Fair Value of Other Financial Instruments

The estimated fair value of other financial instruments is determined using the best available market information and appropriate valuation methodologies. Interpreting market data to develop fair value estimates involves considerable judgment. Accordingly, the estimates presented are not necessarily indicative of the amounts that we could realize in a current market exchange, or the value that ultimately will be realized upon maturity or disposition. The use of different market assumptions may have a material effect on the estimated fair value amounts.

The carrying amounts of the following instruments approximate fair value, due to their short term to maturity: (i) accounts receivable, (ii) prepaid and other current assets, (iii) accounts payable, (iv) accrued employee compensation and benefits, (v) accrued interest, (vi) other accrued expenses, (vii) dividends payable, (viii) acquisition-related liabilities and (ix) deferred revenue.

The carrying amount of our long-term debt, including the current portion and long-term accrued facility fee, was \$810.1 million and \$800.4 million, respectively, and the fair value was \$704.8 million and \$312.1 million, respectively as of December 31, 2009 and 2008. Fair value of our long-term debt, including the current portion and long-term accrued facility fee, is based on estimates provided by third party financial professionals as of December 31, 2009 and 2008. Management believes that these estimated fair values as of December 31, 2009 and 2008 were not an accurate indicator of fair value, given that (i) our debt has a relatively limited number of market participants, relatively infrequent market trading and generally small dollar volume of actual trades and (ii) management believes there continues to exist a general disruption of the financial markets. Based upon consideration of alternate valuation methodologies, including our historic and projected future cash flows, as well as historic private trading valuations of television stations and/or television companies, we believe that the estimated fair value of our long-term debt would more closely approximate the recorded book value of the debt as of December 31, 2009 and 2008, respectively.

6. Stockholders' Equity

We are authorized to issue 135 million shares of all classes of stock, of which 15 million shares are designated Class A common stock, 100 million shares are designated common stock, and 20 million shares are designated "blank check" preferred stock for which our Board of Directors has the authority to determine the rights, powers, limitations and restrictions. The rights of our common stock and Class A common stock are identical, except that our Class A common stock has 10 votes per share and our common stock has one vote per share. If declared, our common stock and Class A common stock receive cash dividends on an equal per-share basis.

As of December 31, 2009, we are authorized by our Board of Directors to repurchase an aggregate total of up to 5,000,000 shares of our common stock and Class A common stock in the open market. When we have determined that market and liquidity conditions are favorable, we have repurchased shares. As of December 31, 2009, 279,200 shares of our common stock and Class A common stock are available for repurchase under these authorizations. There is no expiration date for these authorizations. Shares repurchased are held as treasury shares and used for general corporate purposes including, but not limited to, satisfying obligations under our employee benefit plans and long term incentive plan. Treasury stock is recorded at cost.

During the year ended December 31, 2009, we did not make any repurchases under these authorizations. During the year ended December 31, 2008, we repurchased 883,200 shares of our common stock at an average price of \$0.20 per share for a total cost of \$177,000. During the year ended December 31, 2007, we repurchased 647,800 shares of our common stock at an average price of \$8.49 per share for a total cost of \$5.5 million.

For the year ended December 31, 2009, we did not declare or pay any common stock or Class A common stock dividends. For the year ended December 31, 2008, we declared common stock and Class A common stock dividends in the first, second and third quarters and did not declare a common stock or Class A common stock dividend in the fourth quarter.

We deferred cash dividends on our Series D Perpetual Preferred Stock and correspondingly suspended cash dividends on our common and Class A common stock to reallocate cash resources to support our ability to pay increased interest costs and fees associated with our senior credit facility.

As of December 31, 2009, we had not funded our Series D Perpetual Preferred Stock dividend for at least three consecutive quarters. See Note 7 "Preferred Stock" for further discussion of our Series D Perpetual Preferred Stock dividend payments. As long as these Series D Perpetual Preferred Stock dividends remain in arrears, we are prohibited from paying additional common stock or Class A common stock dividends.

[Table of Contents](#)

In connection with our various employee benefit plans, we may, at our discretion, issue authorized and unissued shares of our Class A common stock and common stock or previously issued shares of our Class A common stock or common stock reacquired by Gray, including stock purchased in the open market, held in the treasury. As of December 31, 2009, we had reserved 8,868,940 shares and 1,000,000 shares of our common stock and Class A common stock, respectively, for future issuance under various employee benefit plans. As of December 31, 2008, we had reserved 9,523,365 shares and 1,000,000 shares of our common stock and Class A common stock, respectively, for future issuance under various employee benefit plans.

7. Preferred Stock

During 2008, we issued 1,000 shares of perpetual preferred stock to a group of private investors. This preferred stock was designated Series D Perpetual Preferred Stock, no par value. The issuance of the Series D Perpetual Preferred Stock generated net cash proceeds of approximately \$91.6 million, after a 5.0% original issue discount, transaction fees and expenses. The \$8.4 million of original issue discount, transaction fees and expenses are being accreted over a seven-year period ending June 30, 2015.

As of December 31, 2009 and 2008, we had 1,000 shares of Series D Perpetual Preferred Stock outstanding. The Series D Perpetual Preferred Stock has a liquidation value of \$100,000 per share for a total liquidation value of \$100.0 million as of December 31, 2009 and 2008 and a recorded value of \$93.4 million and \$92.2 million as of December 31, 2009 and 2008, respectively. The difference between the liquidation values and the recorded values was the un-accreted portion of the original issuance discount and issuance cost. Our accrued Series D Perpetual Preferred Stock dividend balances as of December 31, 2009 and 2008 were \$18.9 million and \$3.0 million, respectively.

The Series D Perpetual Preferred Stock has no mandatory redemption date, but is redeemable, at our option, at any time. The Series D Perpetual Preferred Stock may also be redeemed, at the stockholders' option, on or after June 30, 2015. If the Series D Perpetual Preferred Stock is redeemed, we are required to pay the liquidation price per share in cash plus the pro-rata accrued dividends to the date fixed for redemption. If the Series D Perpetual Preferred Stock is redeemed before January 1, 2012, the redemption price per share will include a premium as described in the following table:

<u>Date of Redemption</u>	<u>Redemption Price per Share</u>
January 1, 2009 through June 30, 2009	\$105,000
July 1, 2009 through December 31, 2009	\$106,500
January 1, 2010 through June 30, 2010	\$108,000
July 1, 2010 through December 31, 2010	\$106,000
January 1, 2011 through June 30, 2011	\$104,000
July 1, 2011 through December 31, 2011	\$102,000
January 1, 2012 and thereafter	\$100,000

We made our most recent Series D Perpetual Preferred Stock cash dividend payment on October 15, 2008 for dividends earned through September 30, 2008. We have deferred the cash payment of our Series D Perpetual Preferred Stock dividends earned thereon since October 1, 2008. When three consecutive cash dividend payments with respect to the Series D Perpetual Preferred Stock remain unfunded, the dividend rate increases from 15.0% per annum to 17.0% per annum. Thus, our Series D Perpetual Preferred Stock dividend began accruing at 17.0% per annum on July 16, 2009 and will accrue at that rate as long as at least three consecutive cash dividend payments remain unfunded. Our Series D Perpetual Preferred Stock dividend rate was 15.0% per annum from December 31, 2008 through July 16, 2009. Prior to December 31, 2008, our Series D Perpetual Preferred Stock dividend rate was 12% per annum.

While any Series D Perpetual Preferred Stock dividend payments are in arrears, we are prohibited from repurchasing, declaring and/or paying any cash dividend with respect to any equity securities having liquidation preferences equivalent to or junior in ranking to the liquidation preferences of the Series D Perpetual Preferred Stock, including our common stock and Class A common stock. We can provide no assurances as to when any future cash payments will be made on any accumulated and unpaid Series D Perpetual Preferred Stock dividends presently in arrears or that become in arrears in the future.

8. Stock-Based Compensation

Long Term Incentive Plan

The 2007 Long Term Incentive Plan (the "2007 Incentive Plan") provides for the grant of incentive stock options, nonqualified stock options, restricted stock awards, stock appreciation rights, and performance awards to our officers and employees to acquire shares of our Class A common stock, common stock or to receive other awards based on our performance. We recognize the fair value of the stock options on the date of grant as compensation expense, and such expense is amortized over the vesting period of the stock option. The 2007 Incentive Plan allows us to grant share-based awards for a total of 6.0 million shares of stock, with not more than 1.0 million out of that 6.0 million to be Class A common stock and the remaining shares to be common stock. As of December 31, 2009, 5.0 million shares were available for issuance under the 2007 Incentive Plan. Shares of common stock underlying outstanding options or performance awards are counted against the 2007 Incentive Plan's maximum shares. Under the 2007 Incentive Plan, the options granted typically vest after a two-year period and expire three years after fully vesting. However, options will vest immediately upon a "change in control" as such term is defined in the 2007 Incentive Plan. All options have been granted with purchase prices that equal the market value of the underlying stock at the close of business on the date of the grant.

Directors' Restricted Stock plan

On May 14, 2003, our shareholders approved a restricted stock plan for our Board of Directors (the "Directors' Restricted Stock Plan"). We have reserved 1.0 million shares of our common stock for issuance under this plan and as of December 31, 2009 there were 770,000 shares available for award. Under the Directors' Restricted Stock Plan, each director can be awarded up to 10,000 shares of restricted stock each calendar year. Under this plan, we granted a total of 55,000 shares of restricted common stock to our directors during each of the years ended December 31, 2008 and 2007, respectively. We did not grant any shares of restricted common stock to our directors during the year ended December 31, 2009. Of the total shares granted to the directors since the inception of the Directors' Restricted Stock Plan, 66,000 shares were not fully vested as of December 31, 2009.

8. Stock-Based Compensation

Stock-Based Compensation — Valuation Assumptions for Stock Options

Included in corporate and administrative expenses in the years ended December 31, 2009, 2008 and 2007 were \$1.4 million, \$1.5 million and \$1.2 million, respectively, of non-cash expense for stock-based compensation which included amortization of restricted stock and stock option expense.

We did not grant any stock options during 2009. The assumptions used to value stock options granted during 2008 and 2007 are as follows:

	Year Ended December 31,	
	2008	2007
Expected term (in years)	2.63	2.76
Volatility	36.71%	32.20%
Risk-free interest rate	2.77%	4.41%
Dividend yield	1.65%	1.41%
Expected forfeitures	2.57%	3.65%

Expected volatilities are based on historical volatilities of our common stock and Class A common stock. The expected life represents the weighted average period of time that options granted are expected to be outstanding giving consideration to the vesting schedules and our historical exercise patterns. The risk free rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding to the expected life of the option. Expected forfeitures were estimated based on historical forfeiture rates.

Stock Option and Restricted Share Activity

A summary of our stock option activity for Class A common stock, for the years ended December 31, 2009, 2008 and 2007 is as follows (in thousands, except weighted average data):

	Year Ended December 31,					
	2009		2008		2007	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Stock options outstanding — beginning of period	—	\$ —	21	\$15.39	21	\$15.39
Options expired	—	—	(21)	15.39	—	—
Stock options outstanding — end of period	—	\$ —	—	\$ —	21	\$15.39
Exercisable at end of period	—	\$ —	—	\$ —	21	\$15.39

A summary of our stock option activity for common stock for the years ended December 31, 2009, 2008 and 2007 is as follows (in thousands, except weighted average data):

	Year Ended December 31,					
	2009		2008		2007	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Stock options outstanding — beginning of period	1,949	\$ 8.31	842	\$ 9.96	1,797	\$ 9.82
Options granted	—	—	1,333	7.49	55	8.69
Options exercised	—	—	—	—	(163)	7.78
Options forfeited	(460)	8.31	(66)	8.17	(42)	9.55
Options expired	(13)	12.37	(160)	10.25	(805)	10.02
Stock options outstanding — end of period	1,476	\$ 8.28	1,949	\$ 8.31	842	\$ 9.96
Exercisable at end of period	498	\$ 9.93	614	\$10.01	789	\$10.05

The weighted average fair value of options granted during the years ended December 31, 2008 and 2007 was \$1.76 and \$2.05 per share, respectively.

Information concerning common stock options outstanding has been segregated into five groups with similar exercise prices and is as follows:

As of December 31, 2009						
Exercise Price per Share		Number of Options Outstanding (In thousands)	Weighted Average Exercise Price per Share	Average Remaining Contractual Life (In years)	Number of Options Outstanding That Are Exercisable (In thousands)	Weighted Average Exercise Price per Share of Options That are Exercisable
Low	High					
\$ 1.78	\$ 3.56	10	\$ 2.10	3.6	—	\$ —
3.56	5.34	35	3.61	3.4	—	—
7.13	8.91	1,017	7.68	3.0	84	8.23
8.91	10.69	338	9.71	0.6	338	9.71
\$ 12.47	\$ 14.25	76	\$ 12.77	0.2	76	\$ 12.77
		1,476			498	

The aggregate intrinsic value of our stock options was \$0 based on the closing market price of our common stock at December 31, 2009.

[Table of Contents](#)

The following table summarizes the activity for our non-vested restricted shares during the year ended December 31, 2009 under our Directors' Restricted Stock Plan:

	Number of Shares	Weighted Average Fair Value
	(In thousands)	
Restricted Stock:		
Non-vested common restricted shares, December 31, 2008	100	\$6.64
Vested	(34)	7.19
Non-vested common restricted shares, December 31, 2009	<u>66</u>	\$6.36

As of December 31, 2009, there was \$525,000 of total unrecognized compensation cost related to all non-vested share based compensation arrangements. The cost is expected to be recognized over a weighted average period of 0.9 years.

9. Income Taxes

We recognize deferred tax assets and liabilities for future tax consequences attributable to differences between our financial statement carrying amounts of existing assets and liabilities and their respective tax bases. We measure deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to reverse. We recognize the effect on deferred tax assets and liabilities resulting from a change in tax rates in income in the period that includes the enactment date.

Under certain circumstances, we recognize liabilities in our financial statements for positions taken on uncertain tax issues. When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, we believe it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. Interest and penalties associated with unrecognized tax benefits are classified as income tax expense in the statement of operations.

Federal and state income tax expense (benefit) is summarized as follows (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Current:			
Federal	\$ —	\$ —	\$ —
State and local	344	354	274
State and local — reserve for uncertain tax positions	(385)	525	1,006
Current income tax expense	<u>(41)</u>	<u>879</u>	<u>1,280</u>
Deferred:			
Federal	(11,640)	(99,510)	(12,504)
State and local	421	(12,380)	(1,319)
Deferred income tax benefit	<u>(11,219)</u>	<u>(111,890)</u>	<u>(13,823)</u>
Total income tax benefit	<u>\$ (11,260)</u>	<u>\$ (111,011)</u>	<u>\$ (12,543)</u>

[Table of Contents](#)

Significant components of our deferred tax liabilities and assets are as follows (in thousands):

	December 31,	
	2009	2008
Deferred tax liabilities:		
Net book value of property and equipment	\$ 16,800	\$ 17,469
Broadcast licenses, goodwill and other intangibles	245,520	231,351
Unearned income	—	62
Network compensation	—	273
Restricted stock	12	17
Total deferred tax liabilities	<u>262,332</u>	<u>249,172</u>
Deferred tax assets:		
Liability under supplemental retirement plan	14	18
Liability for accrued vacation	763	782
Allowance for doubtful accounts	426	602
Liability under severance and purchase liabilities	18	83
Liability under health and welfare plan	675	608
Capital loss carryforwards	264	261
Liability for pension plan	5,434	7,307
Federal operating loss carryforwards	99,853	77,172
State and local operating loss carryforwards	13,931	11,540
Alternative minimum tax carryforwards	890	890
Unearned income	1,150	955
Network compensation	1,162	1,366
Interest rate swap agreements	2,474	9,598
Stock options	693	507
Other	440	247
Total deferred tax assets	<u>128,187</u>	<u>111,936</u>
Valuation allowance for deferred tax assets	(6,462)	(4,909)
Net deferred tax assets	<u>121,725</u>	<u>107,027</u>
Deferred tax liabilities, net of deferred tax assets	<u>\$ 140,607</u>	<u>\$ 142,145</u>

We have approximately \$285.3 million in federal net operating loss carryforwards, and those carryforwards expire during the years 2020 through 2029. Additionally, we have an aggregate of approximately \$328.6 million of various state net operating loss carryforwards. We are projecting taxable income in the carryforward periods. Therefore, we believe that it is more likely than not that the Federal net operating loss carryforwards will be fully utilized.

A valuation allowance has been provided for a portion of the state net operating loss carryforwards. We believe that we will not meet the more likely than not threshold in certain states due to the uncertainty of generating sufficient income prior to expiration. Therefore, the state valuation allowance net of federal tax benefit at December 31, 2009 and 2008 was \$6.2 million and \$4.6 million, respectively. As of December 31, 2009 and 2008, a full valuation allowance of \$264,000 and \$261,000, respectively, has been provided for the capital loss carryforwards, as we believe that we will not meet the more likely than not threshold due to the uncertainty of generating sufficient capital gains in the carryforward period. Our total valuation allowance provided for deferred tax assets increased \$1.6 million for the year ended December 31, 2009 and decreased \$306,000 for the year ended December 31, 2008.

A reconciliation of income tax expense at the statutory federal income tax rate and income taxes as reflected in the consolidated financial statements is as follows (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Statutory federal rate applied to loss before income taxes	\$ (12,007)	\$ (109,560)	\$ (12,493)
State and local taxes, net of federal tax benefit	(906)	(11,584)	(1,476)
Change in valuation allowance	1,553	(306)	431
Reserve for uncertain tax positions	(385)	525	1,006
Goodwill impairment	—	9,301	—
Other items, net	485	613	(11)
Income tax benefit as recorded	<u>\$ (11,260)</u>	<u>\$ (111,011)</u>	<u>\$ (12,543)</u>
Effective income tax rate	32.8%	35.5%	35.1%

[Table of Contents](#)

As of each year end, we are required to adjust our pension liability to an amount equal to the funded status of our pension plans with a corresponding adjustment to other comprehensive income on a net of tax basis. During 2009, we decreased our recorded non-current pension liability by \$6.6 million and recognized other comprehensive income of \$4.0 million, net of a \$2.6 million tax expense. During 2008, we increased our recorded non-current pension liability by \$11.7 million and recognized other comprehensive loss of \$7.2 million, net of a \$4.6 million tax benefit. During 2007, we decreased our recorded non-current pension liability by \$222,000 and recognized other comprehensive income of \$136,000, net of an \$86,000 income tax expense.

During 2009, we recognized a long term asset for the positive change in market value of our interest rate swap agreements of \$18.3 million, and recorded a gain on derivatives as other comprehensive income of \$11.2 million, net of a \$7.1 million income tax expense. During 2008, we recognized a long term liability for the negative market value of our interest rate swap agreements of \$7.0 million, and recorded a loss on derivatives as other comprehensive expense of \$4.3 million, net of a \$2.7 million income tax benefit. During 2007, we recognized a long-term liability for the negative market value of our interest rate swap agreements of \$17.7 million, and recorded a loss on derivatives as other comprehensive expense of \$10.8 million, net of a \$6.9 million income tax benefit.

We made income tax payments (net of refunds) of \$97,000 in 2009. We made income tax payments (net of refunds) of \$225,000 in 2008. We received a net income tax refund of \$24,000 in 2007. At December 31, 2009 and 2008, we had current income taxes payable of approximately \$4.2 million and \$4.4 million, respectively.

On January 1, 2007, we adopted accounting provisions which require us to prescribe a recognition threshold and measurement attribution for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities.

As a result of the implementation of these requirements in 2007, we determined that no material adjustment was required to our existing \$2.9 million liability for unrecognized tax benefits, including accrued interest and penalties. As of December 31, 2009 and 2008, we had approximately \$4.0 million and \$4.4 million, respectively, of unrecognized tax benefits. All of these unrecognized tax benefits would impact our effective tax rate if recognized. The liability for unrecognized tax benefits is recorded net of any federal tax benefit that would result from payment.

Also on January 1, 2007 and in conjunction with the adoption of this provision, we accrued interest and penalties related to unrecognized tax benefits in income tax expense based on our accounting policy election. As of December 31, 2009 and 2008, we had recorded a liability for potential penalties and interest of approximately \$1.2 million and \$1.2 million, respectively, related to uncertain tax positions.

The following table summarizes the activity related to our unrecognized tax benefits, net of federal benefit, excluding interest and penalties for the years ended December 31, 2009, 2008 and 2007 (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Balance at beginning of period	\$ 3,227	\$ 2,949	\$ 2,231
Change resulting from positions taken in prior periods:			
Increase	48	23	10
Decrease	—	(153)	(31)
Increase resulting from positions taken in current period	—	744	926
Decrease as a result of settlements with taxing authorities	—	(51)	—
Reduction in benefit from lapse in statute of limitations	(447)	(285)	(187)
Balance at end of period	\$ 2,828	\$ 3,227	\$ 2,949

While it is difficult to calculate with any certainty, we estimate a decrease of \$358,000, exclusive of interest and penalties, will be recorded for uncertain tax positions over the next twelve months resulting from expiring statutes of limitations for state tax issues.

We file income tax returns in the U.S. federal and multiple state jurisdictions. With few exceptions, we are no longer subject to U.S. federal, or state and local tax examinations by tax authorities for years prior to 2000. This extended open adjustment period is due to material amounts of net operating loss carryforwards, which exist at the federal and multi-state jurisdictions originating from the 2000, 2001, 2002 and 2003 tax years.

10. Retirement Plans

We sponsor and contribute to several types of retirement plans covering substantially all of our full time employees. Our defined benefit pension plans include our active plan as well as two frozen plans that we assumed when we acquired the related businesses. The Gray Television, Inc. Capital Accumulation Plan (“the Capital Accumulation Plan”) is a defined contribution plan that is intended to meet the requirements of section 401(k) of the Internal Revenue Code of 1986.

Gray Pension Plan

Our active defined benefit plan covers substantially all of our full-time employees. Retirement benefits are based on years of service and the employee’s highest average compensation for five consecutive years during the last ten years of employment. The funding policy is consistent with the funding requirements of existing federal laws and regulations under the Employee Retirement Income Security Act of 1974.

The measurement dates used to determine the benefit information for our active defined benefit pension plan were December 31, 2009 and 2008, respectively. The following summarizes the active plan’s funded status and amounts recognized in our consolidated balance sheets at December 31, 2009 and 2008, respectively (dollars in thousands):

	December 31,	
	2009	2008
Change in projected benefit obligation:		
Projected benefit obligation at beginning of year	\$ 37,998	\$ 31,498
Service cost	3,248	2,917
Interest cost	2,189	1,925
Actuarial (gains) losses	(3,201)	2,350
Benefits paid	(717)	(692)
Projected benefit obligation at end of year	<u>\$ 39,517</u>	<u>\$ 37,998</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 20,901	\$ 25,267
Actual return on plan assets	3,102	(6,387)
Company contributions	3,430	2,713
Benefits paid	(717)	(692)
Fair value of plan assets at end of year	<u>26,716</u>	<u>20,901</u>
Funded status of plan	<u>\$ (12,801)</u>	<u>\$ (17,097)</u>
Amounts recognized in our balance sheets consist of:		
Accrued benefit cost	\$ (4,721)	\$ (3,094)
Accumulated other comprehensive income	(8,080)	(14,003)
Net liability recognized	<u>\$ (12,801)</u>	<u>\$ (17,097)</u>

The accumulated benefit obligation amounts for our active defined benefit pension were \$33.5 million and \$32.0 million at December 31, 2009 and 2008, respectively. The increase in the accumulated benefit obligation is due primarily to increases in service costs and salaries and decreases in the discount period till retirement for continuing employees, as well as discount rate changes. The long-term rate of return on assets assumption was chosen from a best estimate range based upon the anticipated long-term returns for asset categories in which the plan is invested. The long-term rate of return may be viewed as the sum of (i) 3% inflation, (ii) 1% risk-free rate of return and (iii) 3% risk premium. The estimated rate of increase in compensation levels is based on historical compensation increases for our employees.

	Year Ended December 31,	
	2009	2008
Weighted-average assumptions used to determine net periodic benefit cost for our active plan:		
Discount rate	5.79%	6.10%
Expected long-term rate of return on plan assets	7.00%	7.00%
Estimated rate of increase in compensation levels	5.00%	5.00%

[Table of Contents](#)

	As of December 31,	
	2009	2008
Weighted-average assumptions used to determine benefit obligations:		
Discount rate	6.27%	5.79%
Estimated rate of increase in compensation levels	5.00%	5.00%

Pension expense is computed using the projected unit credit actuarial cost method. The net periodic pension cost for our active plan includes the following components (in thousands):

	Year Ended December 31,		
	2009	2008	2007
Components of net periodic pension cost:			
Service cost	\$ 3,248	\$ 2,917	\$ 2,974
Interest cost	2,189	1,925	1,667
Expected return on plan assets	(1,558)	(1,763)	(1,590)
Recognized net actuarial loss	1,176	98	155
Net periodic pension cost	<u>\$ 5,055</u>	<u>\$ 3,177</u>	<u>\$ 3,206</u>

For our active plan, the estimated future benefit payments for subsequent years are as follows (in thousands):

Years	Amount
2010	\$ 1,028
2011	1,131
2012	1,360
2013	1,508
2014	1,617
2015-2019	11,032

The active plan's weighted-average asset allocations by asset category are as follows:

Asset category:	As of December 31,	
	2009	2008
Insurance general account	37%	40%
Cash management accounts	3%	2%
Equity accounts	54%	53%
Fixed income account	6%	5%
Total	<u>100%</u>	<u>100%</u>

The investment objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

Asset class:	Target Range		
Large cap equities	23%	to	91%
Mid cap equities	0%	to	15%
Small cap equities	0%	to	16%
International equities	5%	to	25%
Fixed income	0%	to	30%
Cash	0%	to	20%

Our equity portfolio contains attractively priced securities of financially sound companies necessary to build a diversified portfolio. Our fixed income portfolio contains obligations generally rated A or better with no maturity restrictions and an actively managed duration. The cash equivalents strategy uses securities of the highest credit quality.

Fair Value of Active Pension Plan Assets

We calculate the fair value of our active pension plan's assets based upon the observable and unobservable net asset value of its underlying investments. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized into a hierarchy that gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities ("Level 1") and the lowest priority to unobservable inputs that require assumptions to measure fair value ("Level 3"). The following table presents the fair value of our active pension plan's assets and classifies them by level within the fair value hierarchy as of December 31, 2009 and 2008, respectively (in thousands):

Active Pension Plan Fair Value Measurements

	As of December 31, 2009			
	Level 1	Level 2	Level 3	Total
Assets:				
Immediate participation guarantee contract	\$ —	\$ 9,925	\$ —	\$ 9,925
Common and collective trust fund	—	16,792	—	16,792
Total	\$ —	\$ 26,717	\$ —	\$ 26,717

	As of December 31, 2008			
	Level 1	Level 2	Level 3	Total
Assets:				
Immediate participation guarantee contract	\$ —	\$ 8,399	\$ —	\$ 8,399
Common and collective trust fund	—	12,502	—	12,502
Total	\$ —	\$ 20,901	\$ —	\$ 20,901

Acquired Pension Plans

In 2002 and 1998, we acquired companies with two underfunded pension plans (the “Acquired Pension Plans”). The Acquired Pension Plans were frozen by their prior plan sponsors and no new participants can be added to the Acquired Pension Plans. Combined and as of January 1, 2009, the acquired pension plans have 176 participants as compared to our active plan which has approximately 2,352 participants and is described above. As of December 31, 2009, the Acquired Pension Plans had combined plan assets of \$4.0 million and the combined projected benefit obligations of \$5.1 million. As of December 31, 2008, the Acquired Pension Plans had combined plan assets of \$3.9 million and combined projected benefit obligations of \$5.6 million. The net liability for the two Acquired Pension Plans is recorded as a liability in our financial statements as of December 31, 2009 and 2008.

Contributions

We expect to contribute a combined total of approximately \$4.5 million to the active plan and the Acquired Pension Plans during the year ending December 31, 2010.

Capital Accumulation Plan

The Capital Accumulation Plan provides additional retirement benefits for substantially all employees. The Capital Accumulation Plan provides our employees with an investment option in our common stock and Class A common stock. It also allows for our matching contribution to be made in the form of our common stock. On December 9, 2008 and May 2, 2007, our Board of Directors increased the number of shares reserved for the Capital Accumulation Plan by 2,000,000 and 1,000,000 shares of our common stock, respectively. As of December 31, 2009, 1,642,849 shares were available for the plan.

We match employee contributions to the Capital Accumulation Plan, and such contributions may not exceed 6% of the employees’ gross pay. Our percentage match amount is declared by our Board of Directors before the beginning of each plan year and is made by a contribution of our common stock. Our percentage match was 50% during each of the years ended December 31, 2008 and 2007. As of December 31, 2008, our Board of Directors temporarily suspended our matching contributions for the majority of our employees. For the year ended December 31, 2009, our percentage match was 50% for certain employees included in a collective bargaining unit at one of our stations and we did not match contributions for the remainder of our employees. Our contributions vest, based upon each employee’s number of years of service, over a period not to exceed five years.

In addition to the matching contributions, we made voluntary contributions in the years ended December 31, 2008 and 2007 for active participants in the Capital Accumulation Plan. This voluntary contribution was equal to 1% of each active participant’s earnings. Our matching and voluntary contributions are as follows (in thousands):

	Year Ended December 31,					
	2009		2008		2007	
	Shares	Amount	Shares	Amount	Shares	Amount
Contributions to the Capital Accumulation Plan						
Matching contributions	351	\$147	867	\$1,707	176	\$1,593
Voluntary contributions	—	\$ —	84	\$ 673	88	\$ 648

Employee Stock Purchase Plan

Effective June 30, 2009, we discontinued our Gray Television, Inc. Employee Stock Purchase Plan (the “Stock Purchase Plan”). The Stock Purchase Plan was intended to qualify as an “employee stock purchase plan” under Section 423 of the Internal Revenue Code and to provide eligible employees with an opportunity to purchase our common stock through payroll deductions. Originally, an aggregate of 500,000 shares of our common stock were reserved for issuance under the Stock Purchase Plan and were available for purchase, subject to adjustment in the event of a stock split, stock dividend or other similar change in our common stock or capital structure. In order to ensure that our Stock Purchase Plan had adequate shares available for issuance through June 30, 2009, we proposed and our shareholders approved at our annual 2009 shareholders meeting that an additional 600,000 shares of our common stock be reserved for issuance under our Stock Purchase Plan. As of June 30, 2009 and before discontinuance of our Stock Purchase Plan, 480,510 shares were available for issuance under this plan. The price per share at which shares of common stock were purchased under the Stock Purchase Plan during any purchase period was 85% of the fair market value of the common stock on the last day of the purchase period.

11. Commitments and Contingencies

We have various operating lease commitments for equipment, land and office space. We also have commitments for various syndicated television programs and commitments for the purchase of equipment.

Future minimum payments for these commitments are as follows (in thousands):

Year	Equipment	Operating Lease	Syndicated Television Programming	Total
2010	\$ 832	\$ 1,321	\$ 4,502	\$ 6,655
2011	—	1,102	11,431	12,533
2012	—	678	5,095	5,773
2013	—	653	962	1,615
2014	—	578	295	873
Thereafter	—	3,787	19	3,806
Total	\$ 832	\$ 8,119	\$ 22,304	\$ 31,255

The amounts in the table above are estimates of commitments that are in addition to the liabilities accrued for on our balance sheet as of December 31, 2009.

Leases

We have no material capital leases. Where leases include rent holidays, rent escalations, rent concessions and leasehold improvement incentives, the value of these incentives are amortized over the lease term including anticipated renewal periods. Leasehold improvements are depreciated over the associated lease term including anticipated renewal periods. Rent expense resulting from operating leases for the years ended December 31, 2009, 2008 and 2007 were \$1.6 million, \$1.6 million and \$1.5 million, respectively.

Sports Marketing Agreements

On October 12, 2004, the University of Kentucky (“UK”) jointly awarded a sports marketing agreement to a subsidiary of IMG Worldwide, Inc. (“IMG”) and us (the “UK Agreement”). The UK Agreement commenced on April 16, 2005 and has an initial term of seven years with the option to extend for three additional years.

On July 1, 2006, the terms between IMG and us concerning the UK Agreement were amended. The amended agreement provides that we will share in profits in excess of certain amounts specified by the agreement, if any, but not losses. The agreement also provides that we will separately retain all local broadcast advertising revenue and pay all local broadcast expenses for activities under the agreement. Under the amended agreement, IMG agreed to make all license fee payments to UK. However, if IMG is unable to pay the license fee to UK, we will then pay the unpaid portion of the license fee to UK. As of December 31, 2009, the aggregate license fees to be paid by IMG to UK over the remaining portion of the full ten-year term (including optional three additional years) for the agreement is approximately \$45.4 million. If we make advances on behalf of IMG, IMG is required to reimburse us for the amount paid within 60 days after the close of each contract year which ends on June 30th. IMG has also agreed to pay interest on any advance at a rate equal to the prime rate. During the years ended December 31, 2009 and 2008, we did not advance any amounts to UK on behalf of IMG under this agreement. As of December 31, 2009, we do not consider the risk of non-performance by IMG to be high.

Legal Proceedings and Claims

We are subject to legal proceedings and claims that arise in the normal course of our business. In the opinion of management, the amount of ultimate liability, if any, with respect to these actions, will not materially affect our financial position.

12. Goodwill and Intangible Assets

A summary of changes in our goodwill and other intangible assets, on a net basis, for the years ended December 31, 2009 and 2008 is as follows (in thousands):

	Net Balance at December 31, 2008	Adjustments	Impairment	Amortization	Net Balance at December 31, 2009
Goodwill	\$ 170,522	\$ —	\$ —	\$ —	\$ 170,522
Broadcast licenses	818,981	—	—	—	818,981
Definite lived intangible assets	1,893	—	—	(577)	1,316
Total intangible assets net of accumulated amortization	<u>\$ 991,396</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (577)</u>	<u>\$ 990,819</u>

	Net Balance at December 31, 2007	Adjustments	Impairment	Amortization	Net Balance at December 31, 2008
Goodwill	269,118	\$ —	\$ (98,596)	\$ —	\$ 170,522
Broadcast licenses	1,059,066	—	(240,085)	—	818,981
Definite lived intangible assets	2,685	—	—	(792)	1,893
Total intangible assets net of accumulated amortization	<u>\$ 1,330,869</u>	<u>\$ —</u>	<u>\$ (338,681)</u>	<u>\$ (792)</u>	<u>\$ 991,396</u>

A summary of changes in our goodwill, on a gross basis, for the years ended December 31, 2009 and 2008 is as follows (in thousands):

	As of December 31, 2008	Impairment	As of December 31, 2009
Goodwill, gross	\$ 269,118	\$ —	\$ 269,118
Accumulated goodwill impairment	(98,596)	—	(98,596)
Goodwill, net	<u>\$ 170,522</u>	<u>\$ —</u>	<u>\$ 170,522</u>

	As of December 31, 2007	Impairment	As of December 31, 2008
Goodwill, gross	\$ 269,118	\$ —	\$ 269,118
Accumulated goodwill impairment	—	(98,596)	(98,596)
Goodwill, net	<u>\$ 269,118</u>	<u>\$ (98,596)</u>	<u>\$ 170,522</u>

As of December 31, 2009 and 2008, our intangible assets and related accumulated amortization consisted of the following (in thousands):

	As of December 31, 2009			As of December 31, 2008		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Intangible assets not currently subject to amortization:						
Broadcast licenses	\$ 872,680	\$ (53,699)	\$ 818,981	\$ 872,680	\$ (53,699)	\$ 818,981
Goodwill	170,522	—	170,522	170,522	—	170,522
	<u>\$ 1,043,202</u>	<u>\$ (53,699)</u>	<u>\$ 989,503</u>	<u>\$ 1,043,202</u>	<u>\$ (53,699)</u>	<u>\$ 989,503</u>
Intangible assets subject to amortization:						
Network affiliation agreements	\$ 1,264	\$ (1,183)	\$ 81	\$ 1,264	\$ (1,119)	\$ 145
Other definite lived intangible assets	13,484	(12,249)	1,235	13,484	(11,736)	1,748
	<u>\$ 14,748</u>	<u>\$ (13,432)</u>	<u>\$ 1,316</u>	<u>\$ 14,748</u>	<u>\$ (12,855)</u>	<u>\$ 1,893</u>
Total intangibles	<u>\$ 1,057,950</u>	<u>\$ (67,131)</u>	<u>\$ 990,819</u>	<u>\$ 1,057,950</u>	<u>\$ (66,554)</u>	<u>\$ 991,396</u>

Amortization expense for the years ended December 31, 2009, 2008 and 2007 was \$0.6 million, \$0.8 million and \$0.8 million, respectively. Based on the current amount of intangible assets subject to amortization, we expect that amortization expense for the succeeding five years will be as follows: 2010, \$479,000; 2011, \$125,000; 2012, \$75,000; 2013, \$50,000 and 2014, \$38,000. As acquisitions and dispositions occur in the future, actual amounts may vary from these estimates.

Impairment of goodwill and broadcast license

As of December 31, 2009, we tested our goodwill, broadcast licenses and other intangible asset recorded values for potential impairment and concluded that the balances were reasonably stated. As a result, we did not record an impairment expense for our goodwill, broadcast licenses or other intangible assets during fiscal 2009.

As of December 31, 2008, we recorded a non-cash impairment expense of \$338.7 million resulting from a write-down of \$98.6 million in the recorded value of our goodwill and a write-down of \$240.1 million in the recorded value of our broadcast licenses. The write-down of our goodwill and broadcast licenses related to seven stations and 23 stations, respectively. We tested our unamortized intangible assets for impairment at December 31, 2008. As of the testing date, we believed events had occurred and circumstances changed that more likely than not reduce the fair value of our broadcast licenses and goodwill below their carrying amounts. These events, which accelerated in the fourth quarter of 2008, included: (i) the continued decline of the price of our common stock and Class A common stock; (ii) the decline in the current selling prices of television stations; (iii) the decline in local and national advertising revenues excluding political advertising revenue; and (iv) the decline in the operating profit margins of some of our stations. We did not record a similar impairment expense in the prior year.

See Note 1. "Description of Business and Summary of Significant Accounting Policies" for further discussion of our accounting policies regarding goodwill, broadcast licenses and other intangible assets.

13. Selected Quarterly Financial Data (Unaudited)

	Fiscal Quarters			
	First	Second	Third	Fourth
	(In thousands, except for per share data)			
Year Ended December 31, 2009:				
Operating revenues	\$ 61,354	\$ 65,057	\$66,446	\$ 77,517
Operating income	4,766	8,998	10,630	18,685
Loss on early extinguishment of debt	(8,352)	—	—	—
Net loss	(8,920)	(6,648)	(5,520)	(1,959)
Net loss available to common stockholders	(12,970)	(10,699)	(9,988)	(6,509)
Basic net loss available to common stockholders per share	\$ (0.27)	\$ (0.22)	\$ (0.21)	\$ (0.13)
Diluted net loss available to common stockholders per share	\$ (0.27)	\$ (0.22)	\$ (0.21)	\$ (0.13)
Year Ended December 31, 2008:				
Operating revenues	\$ 70,999	\$ 78,743	\$82,631	\$ 94,803
Impairment of goodwill and broadcast licenses	—	—	—	338,681
Operating income	9,281	18,738	20,511	(307,425)
Net (loss) income	(3,850)	3,215	4,644	(206,025)
Net (loss) income available to common stockholders	(3,850)	3,090	1,477	(209,326)
Basic net (loss) income available to common stockholders per share	\$ (0.08)	\$ 0.06	\$ 0.03	\$ (4.32)
Diluted net (loss) income available to common stockholders per share	\$ (0.08)	\$ 0.06	\$ 0.03	\$ (4.32)

Because of the method used in calculating per share data, the quarterly per share data will not necessarily add to the per share data as computed for the year.

14. Subsequent Event — Long-term Debt Amendment

Effective as of March 31, 2010, we amended our existing senior credit facility to provide for, among other things: (i) an increase in the maximum total net leverage ratio covenant under the senior credit facility through March 30, 2011 and (ii) a potential issuance of capital stock and/or senior or subordinated debt securities, which could include securities with a second lien security interest (the "Replacement Debt"). This amendment to the senior credit facility also provides for a reduction in the revolving loan commitment under the senior credit facility from \$50.0 million to \$40.0 million.

From March 31, 2010 until the date we complete an offering of Replacement Debt resulting in the repayment of not less than \$200.0 million of our term loan outstanding under the senior credit facility, (i) we are required to pay an annual incentive fee equal to 2.0%, which fee will be eliminated upon the consummation of such offering and repayment, (ii) the annual facility fee will remain at 3.0%, which fee will, following such repayment, be reduced to 1.25% per year, with a potential for further reductions in future periods, and (iii) we will remain subject to a maximum total net leverage ratio, which will, following such repayment, be replaced by a first lien leverage test, as described in the following paragraph. In addition, from and after such repayment, we will be required to comply with a minimum fixed charge coverage ratio of 0.90x to 1.0x.

[Table of Contents](#)

Upon the completion of an offering of Replacement Debt that results in the repayment of not less than \$200.0 million of our term loan outstanding under the senior credit facility, we will, from the date of such repayment, be subject to a maximum first lien leverage ratio covenant, which will replace our current maximum total leverage ratio covenant. The covenant will range from 7.5x to 6.5x, depending upon the amount of any such repayment.

The use of proceeds from any issuance of Replacement Debt will generally be limited to the repayment of amounts outstanding under the term loan under the senior credit facility and, in certain circumstances, to the repurchase of outstanding shares of our Series D Perpetual Preferred Stock. We cannot provide any assurances that such a sale of Replacement Debt, or any repurchase of such preferred stock, will be completed by us, or of the terms or timing thereof.

Beginning April 30, 2010 and thereafter, all interest and fees accrued under the senior credit facility will be payable in cash upon their respective due dates, with no portion of such accrued interest and fees being subject to deferral.

A summary of certain significant terms contained in our senior credit facility (i) before the March 31, 2010 amendment, (ii) as so amended, and (iii) as amended and after giving affect to a potential issuance of Replacement Debt and repayment of at least \$200.0 million of term loans under the senior credit facility, are summarized in the table below:

Description	Prior to Amendment on March 31, 2010	As Amended and Prior to Potential Issuance of Replacement Debt and Related Repayment of Term Loan	As Amended and After Giving Effect to a Potential Issuance of Replacement Debt and Related Repayment of Term Loan
Annual interest rate on outstanding term loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same
Annual interest rate on outstanding revolving loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same
Annual facility fee rate	3.00% with a potential for reduction in future periods.	3.00% with a potential for reduction in future periods.	1.25% with a potential for reduction in future periods.
Annual incentive fee rate	0.00%	2.00%	0.00%
Annual commitment fee on undrawn revolving loan balance	0.50%	Same	Same
Revolving loan commitment	\$50 million	\$40 million	\$40 million
Maximum total net leverage ratio at:			
March 31, 2010 through June 29, 2010	7.00x	9.00x	Replaced with a first lien leverage test
June 30, 2010 through September 29, 2010	6.50x	9.50x	
September 30, 2010 through March 30, 2011	6.50x	9.75x	as described above.
March 31, 2011 and thereafter	6.50x	6.50x	
Minimum fixed charge coverage ratio	None	Same	0.90x to 1.00x
Maximum cash balance that can be deducted from total debt to calculate net debt in the total net leverage ratio (or first lien leverage test, as applicable)	\$10.0 million	Same	\$15.0 million

In order to obtain this amendment, we incurred loan issuance costs of approximately \$4.1 million, in addition to other legal and professional fees. We are currently evaluating the accounting treatment of the loan issuance costs incurred and the related tax effects of the transaction. As of December 31, 2009, we had a deferred loan cost balance of \$1.6 million. If the amendment constitutes a significant modification to the senior credit facility in the three-month period ended March 31, 2010, we may be required to expense all or a portion of our deferred loan cost balance. As of March 31, 2010, after giving effect to the amendment, we expect to be in compliance with all covenants under the senior credit facility.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)
(in thousands)

	<u>March 31,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
Assets:		
Current assets:		
Cash	\$ 13,664	\$ 16,000
Trade accounts receivable, less allowance for doubtful accounts of \$847 and \$1,092, respectively	52,580	57,179
Current portion of program broadcast rights, net	6,781	10,220
Deferred tax asset	1,597	1,597
Prepaid and other current assets	3,429	1,788
Total current assets	<u>78,051</u>	<u>86,784</u>
Property and equipment, net	143,196	148,092
Deferred loan costs, net	5,631	1,619
Broadcast licenses	818,981	818,981
Goodwill	170,522	170,522
Other intangible assets, net	1,194	1,316
Investment in broadcasting company	13,599	13,599
Other	4,641	4,826
Total assets	<u>\$ 1,235,815</u>	<u>\$ 1,245,739</u>

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)
(in thousands)

	March 31, 2010	December 31, 2009
Liabilities and stockholders' equity:		
Current liabilities:		
Trade accounts payable	\$ 5,666	\$ 6,047
Employee compensation and benefits	9,553	9,675
Accrued interest	12,664	13,531
Other accrued expenses	4,193	4,814
Interest rate hedge derivatives	360	6,344
Federal and state income taxes	4,371	4,206
Current portion of program broadcast obligations	11,883	15,271
Acquisition related liabilities	863	863
Deferred revenue	6,255	6,241
Current portion of long-term debt	8,080	8,080
Total current liabilities	<u>63,888</u>	<u>75,072</u>
Long-term debt, less current portion	781,709	783,729
Long-term accrued facility fee	24,245	18,307
Program broadcast obligations, less current portion	1,391	1,531
Deferred income taxes	141,079	142,204
Long-term deferred revenue	2,578	2,638
Long-term accrued dividends	23,167	18,917
Accrued pension costs	13,761	13,969
Other	2,170	2,366
Total liabilities	<u>1,053,988</u>	<u>1,058,733</u>
Commitments and contingencies (Note 8)		
Preferred stock, no par value; cumulative; redeemable; designated 1.00 shares, issued and outstanding 1.00 shares (\$100,000 aggregate liquidation value)	<u>93,687</u>	<u>93,386</u>
Stockholders' equity:		
Common stock, no par value; authorized 100,000 shares, issued 47,534 shares and 47,530 shares, respectively	453,987	453,824
Class A common stock, no par value; authorized 15,000 shares, issued 7,332 shares	15,321	15,321
Accumulated deficit	(312,992)	(303,698)
Accumulated other comprehensive loss, net of income tax	(5,663)	(9,314)
	150,653	156,133
Treasury stock at cost, common stock, 4,655 shares	(40,115)	(40,115)
Treasury stock at cost, Class A common stock, 1,579 shares	(22,398)	(22,398)
Total stockholders' equity	<u>88,140</u>	<u>93,620</u>
Total liabilities and stockholders' equity	<u>\$ 1,235,815</u>	<u>\$ 1,245,739</u>

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)
(in thousands, except for per share data)

	Three Months Ended	
	March 31,	
	2010	2009
Revenues (less agency commissions)	\$ 70,482	\$ 61,354
Operating expenses before depreciation, amortization and gain on disposal of assets, net:		
Broadcast	47,567	45,654
Corporate and administrative	2,922	4,046
Depreciation	7,975	8,261
Amortization of intangible assets	122	149
Gain on disposal of assets, net	(44)	(1,522)
	<u>58,542</u>	<u>56,588</u>
Operating income	11,940	4,766
Other income (expense):		
Miscellaneous income, net	39	12
Interest expense	(19,611)	(10,113)
Loss from early extinguishment of debt	(349)	(8,352)
Loss before income taxes	(7,981)	(13,687)
Income tax benefit	(3,238)	(4,767)
Net loss	(4,743)	(8,920)
Preferred dividends (includes accretion of issuance cost of \$301 and \$301, respectively)	4,551	4,051
Net loss available to common stockholders	<u>\$ (9,294)</u>	<u>\$ (12,971)</u>
Basic and diluted per share information:		
Net loss available to common stockholders	<u>\$ (0.19)</u>	<u>\$ (0.27)</u>
Weighted average shares outstanding	<u>48,565</u>	<u>48,489</u>
Dividends declared per common share	<u>\$ —</u>	<u>\$ —</u>

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY AND COMPREHENSIVE INCOME (Unaudited)
(in thousands, except for number of shares)

	Class A Common Stock		Common Stock		Accumulated Deficit	Class A Treasury Stock		Common Treasury Stock		Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount		Shares	Amount	Shares	Amount		
Balance at December 31, 2009	7,331,574	\$ 15,321	47,529,502	\$ 453,824	\$ (303,698)	(1,578,554)	\$ (22,398)	(4,654,750)	\$ (40,115)	\$ (9,314)	\$ 93,620
Net loss	—	—	—	—	(4,743)	—	—	—	—	—	—
Gain on derivatives, net of income tax	—	—	—	—	—	—	—	—	—	3,651	—
Comprehensive loss	—	—	—	—	(4,551)	—	—	—	—	—	(1,092)
Preferred stock dividends	—	—	—	—	—	—	—	—	—	—	(4,551)
Issuance of common stock: 401(k) plan	—	—	4,805	8	—	—	—	—	—	—	8
Share-based compensation	—	—	—	155	—	—	—	—	—	—	155
Balance at March 31, 2010	<u>7,331,574</u>	<u>\$ 15,321</u>	<u>47,534,307</u>	<u>\$ 453,987</u>	<u>\$ (312,992)</u>	<u>(1,578,554)</u>	<u>\$ (22,398)</u>	<u>(4,654,750)</u>	<u>\$ (40,115)</u>	<u>\$ (5,663)</u>	<u>\$ 88,140</u>

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
(in thousands)

	Three Months Ended March 31,	
	2010	2009
Operating activities		
Net loss	\$ (4,743)	\$ (8,920)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation	7,975	8,261
Amortization of intangible assets	122	149
Amortization of deferred loan costs	81	119
Amortization of restricted stock awards	58	61
Amortization of stock option awards	97	292
Write-off loan acquisition costs from early extinguishment of debt	349	8,352
Accrual of long-term facility fee	5,938	—
Amortization of program broadcast rights	3,853	3,770
Payments on program broadcast obligations	(3,875)	(3,856)
Common stock contributed to 401(k) plan	7	127
Deferred income taxes	(3,458)	(4,718)
Gain on disposal of assets, net	(44)	(1,522)
Pension expense net of contributions	(205)	703
Other	(64)	(107)
Changes in operating assets and liabilities:		
Receivables and other current assets	3,084	5,082
Accounts payable and other current liabilities	(1,322)	(3,730)
Accrued interest	(867)	(5,359)
Net cash provided by (used in) operating activities	<u>6,986</u>	<u>(1,296)</u>
Investing activities		
Purchases of property and equipment	(2,888)	(5,183)
Proceeds from asset sales	11	9
Equipment transactions related to spectrum reallocation, net	(106)	(48)
Payments on acquisition related liabilities	(162)	(177)
Other	(40)	(70)
Net cash used in investing activities	<u>(3,185)</u>	<u>(5,469)</u>
Financing activities		
Repayments of borrowings on long-term debt	(2,020)	(2,021)
Deferred loan costs	(4,117)	(7,006)
Net cash used in financing activities	<u>(6,137)</u>	<u>(9,027)</u>
Net decrease in cash	(2,336)	(15,792)
Cash at beginning of period	16,000	30,649
Cash at end of period	<u>\$ 13,664</u>	<u>\$ 14,857</u>

See notes to condensed consolidated financial statements.

GRAY TELEVISION, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Basis of Presentation

The accompanying condensed consolidated balance sheet as of December 31, 2009, which was derived from the audited financial statements as of December 31, 2009 of Gray Television, Inc. (“we”, “us”, “our”, “Gray” or the “Company”) and our accompanying unaudited condensed consolidated financial statements as of and for the period ended March 31, 2010 have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, such financial statements do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In our opinion, all adjustments (consisting of normal recurring accruals) considered necessary for a fair statement have been included. Our operations consist of one reportable segment. For further information, refer to the consolidated financial statements and footnotes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2009 (the “2009 Form 10-K”). Operating results for the three month period ended March 31, 2010 are not necessarily indicative of the results that may be expected for any future interim period or for the year ending December 31, 2010.

Seasonality

Broadcast advertising revenues are generally highest in the second and fourth quarters each year, due in part to increases in advertising in the spring and in the period leading up to and including the holiday season. In addition, broadcast advertising revenues are generally higher during even numbered years due to increased spending by political candidates and special interest groups in advance of upcoming elections, which spending typically is heaviest during the fourth quarter of such years.

Earnings Per Share

We compute basic earnings per share by dividing net income by the weighted-average number of common shares outstanding during the relevant period. The weighted-average number of common shares outstanding does not include unvested restricted shares. These shares, although classified as issued and outstanding, are considered contingently returnable until the restrictions lapse and are not included in the basic earnings per share calculation until the shares are vested. Diluted earnings per share is computed by including all potentially dilutive common shares issuable, including restricted stock and stock options in the diluted weighted-average shares outstanding calculation. The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding for the three month periods ended March 31, 2010 and 2009 (in thousands):

	Three Months Ended	
	March 31,	
	<u>2010</u>	<u>2009</u>
Weighted-average shares outstanding-basic	48,565	48,489
Stock options and restricted stock	—	—
Weighted-average shares outstanding-diluted	<u>48,565</u>	<u>48,489</u>

[Table of Contents](#)**1. Basis of Presentation (Continued)***Earnings Per Share (Continued)*

For periods in which we reported losses, all potentially dilutive common shares are excluded from the computation of diluted earnings per share, since their inclusion would be antidilutive. Securities that could potentially dilute earnings per share in the future, but which were not included in the calculation of diluted earnings per share because their inclusion would have been antidilutive for the periods presented are as follows (in thousands):

	Three Months Ended	
	March 31,	
	2010	2009
Potentially dilutive common shares outstanding at end of period:		
Employee stock options	1,383	1,939
Unvested restricted stock	66	100
Total	<u>1,449</u>	<u>2,039</u>

Accumulated Other Comprehensive Loss

Our accumulated other comprehensive loss balances as of March 31, 2010 and December 31, 2009 consist of adjustments to our derivative liability as follows (in thousands):

	March 31,	December 31,
	2010	2009
Accumulated balances of items included in accumulated other comprehensive loss:		
Loss on derivatives, net of income tax	\$ (219)	\$ (3,870)
Pension liability adjustments, net of income tax	(5,444)	(5,444)
Accumulated other comprehensive loss	<u>\$ (5,663)</u>	<u>\$ (9,314)</u>

1. Basis of Presentation (Continued)*Property and Equipment*

Property and equipment are carried at cost. Depreciation is computed principally by the straight-line method. Buildings, towers, improvements and equipment are generally depreciated over estimated useful lives of approximately 35 years, 20 years, 10 years and 5 years, respectively. Maintenance, repairs and minor replacements are charged to operations as incurred; and major replacements and betterments are capitalized. The cost of any assets sold or retired and the related accumulated depreciation are removed from the accounts at the time of disposition, and any resulting profit or loss is reflected in income or expense for the period. The following table lists components of property and equipment by major category (in thousands):

	<u>March 31,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
Property and equipment:		
Land	\$ 23,052	\$ 23,046
Buildings and improvements	51,599	51,606
Equipment	293,337	291,682
	<u>367,988</u>	<u>366,334</u>
Accumulated depreciation	(224,792)	(218,242)
Total property and equipment, net	<u>\$ 143,196</u>	<u>\$ 148,092</u>

Recent Accounting Pronouncements

The following accounting pronouncements were recently issued by the Financial Accounting Standards Board ("FASB") and we consider them relevant to our operations and the preparation of our financial reports.

In February 2010, the FASB issued FASB Accounting Standards Update 2010-09, *Subsequent Events (Topic 855): Amendments to Certain Recognition and Disclosure Requirements*. Topic 855 removes the requirement for a U.S. Securities and Exchange Commission ("SEC") filer to disclose a date in both issued and revised financial statements. Revised financial statements include financial statements revised as a result of either correction of an error or retrospective application of U.S. GAAP. This update was effective upon issuance for Gray. Our adoption of this update did not have a significant impact upon our financial statements.

In January 2010, the FASB issued FASB Accounting Standards Update 2010-06, *Fair Value Measurements and Disclosures (Topic 820): Improving Disclosures about Fair Value Measurements*. This update provides amendments to Topic 820 that will provide for more robust disclosures about the (1) different classes of assets and liabilities measured at fair value, (2) valuation techniques and inputs used, (3) activity in Level 3 fair value measurements, and (4) transfers between Levels 1, 2, and 3. This update is effective for interim and annual reporting periods beginning after December 15, 2009 and we adopted this update on January 1, 2010. Our adoption of this update did not have a significant impact upon our financial statements.

2. Long-term Debt and Accrued Facility Fee

Long-term debt consists of our senior credit facility as follows (in thousands):

	March 31, 2010	December 31, 2009
Long-term debt:		
Senior credit facility — current portion	\$ 8,080	\$ 8,080
Senior credit facility — long-term portion	781,709	783,729
Total long-term debt including current portion	789,789	791,809
Long-term accrued facility fee	24,245	18,307
Total long-term debt and accrued facility fee	\$ 814,034	\$ 810,116
Borrowing availability under our senior credit facility	\$ 40,000	\$ 31,681
Leverage ratio as defined in our senior credit facility:		
Actual	8.43	8.42
Maximum allowed	9.00	8.75

Excluding accrued interest, the amounts outstanding under our senior credit facility as of March 31, 2010 and December 31, 2009 consisted of our term loan and an accrued facility fee. The revolving credit facility did not have an outstanding balance as of March 31, 2010 or December 31, 2009.

Amendment of Senior Credit Facility

Effective as of March 31, 2010, we amended our existing senior credit facility to provide for, among other things: (i) an increase in the maximum total net leverage ratio covenant under the senior credit facility through March 30, 2011 and (ii) a potential issuance of capital stock and/or senior or subordinated debt securities, which could include securities with a second lien security interest (the "Replacement Debt"). This amendment to the senior credit facility reduced the revolving loan commitment under the senior credit facility from \$50.0 million to \$40.0 million.

Pursuant to this amendment, from March 31, 2010 until the date we completed an offering of Replacement Debt resulting in the repayment of not less than \$200.0 million of our term loan outstanding under the senior credit facility, (i) we were required to pay an annual incentive fee equal to 2.0%, which fee would be eliminated upon the consummation of such offering and repayment, (ii) the annual facility fee remained at 3.0%, which fee, following such repayment, would be reduced to 1.25% per year, with a potential for further reductions in future periods, and (iii) we remained subject to a maximum total net leverage ratio, which ratio, following such repayment, would be replaced by a first lien leverage test, as described in the following paragraph. In addition, from and after such repayment, we would be required to comply with a minimum fixed charge coverage ratio of 0.90x to 1.0x.

Upon the completion of an offering of Replacement Debt that results in the repayment of not less than \$200.0 million of our term loan outstanding under the senior credit facility, we are, from the date of such repayment, subject to a maximum first lien leverage ratio covenant, which replaces the current maximum total leverage ratio covenant. The covenant ranges from 7.5x to 6.5x, depending upon the amount of any such repayment.

The use of proceeds from any issuance of Replacement Debt is generally limited to the repayment of amounts outstanding under the term loan under the senior credit facility and, in certain circumstances, to the repurchase of outstanding shares of our Series D Perpetual Preferred Stock.

Beginning April 30, 2010 and thereafter, all interest and fees accrued under the senior credit facility are payable in cash upon their respective due dates, with no portion of such accrued interest and fees being subject to deferral.

2. Long-term Debt and Accrued Facility Fee (Continued)

Amendment of Senior Credit Facility (Continued)

A summary of certain significant terms contained in our senior credit facility (i) before the March 31, 2010 amendment, (ii) as so amended, and (iii) as amended and after giving effect to a potential issuance of Replacement Debt and repayment of at least \$200.0 million of term loans under the senior credit facility is as follows:

Description	Prior to Amendment on March 31, 2010	As Amended and Prior to the Issuance of Replacement Debt and Related Repayment of Term Loan	As Amended and After Giving Effect to the Issuance of Replacement Debt and Related Repayment of Term Loan
Annual interest rate on outstanding term loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same
Annual interest rate on outstanding revolving loan balance	LIBOR plus 3.50% or BASE plus 2.50%	Same	Same
Annual facility fee rate	3.00% with a potential for reduction in future periods.	3.00% with a potential for reduction in future periods.	1.25% with a potential for reduction in future periods.
Annual incentive fee rate	None	2.00%	None
Annual commitment fee on undrawn revolving loan balance	0.50%	Same	Same
Revolving loan commitment	\$50 million	\$40 million	\$40 million
Maximum total net leverage ratio at:			
March 31, 2010 through June 29, 2010	7.00x	9.00x	Replaced with a first lien leverage test as described above.
June 30, 2010 through September 29, 2010	6.50x	9.50x	
September 30, 2010 through March 30, 2011	6.50x	9.75x	
March 31, 2011 and thereafter	6.50x	6.50x	
Minimum fixed charge coverage ratio	None	Same	0.90x to 1.00x
Maximum cash balance that can be deducted from total debt to calculate net debt in the total net leverage ratio (or first lien leverage test, as applicable)	\$10.0 million	Same	\$15.0 million

2. Long-term Debt and Accrued Facility Fee (Continued)

Amendment of Senior Credit Facility (Continued)

In order to obtain the March 31, 2010 amendment, we incurred loan issuance costs of approximately \$4.4 million, including legal and professional fees. We recorded a loss from early extinguishment of debt of \$0.3 million for the three month period ended March 31, 2010. As of March 31, 2010, we had a deferred loan cost balance of \$5.6 million and we were in compliance with all covenants under the senior credit facility.

On April 29, 2010, we completed the issuance of \$365 million of our 10¹/₂% senior secured second lien notes due 2015 (the "Notes"), which Notes met the definition of "Replacement Debt." We used the net proceeds from the sale of the Notes to, among other things, repay \$300.0 million of outstanding term loans under our senior credit facility. See Note 11. Subsequent Events.

3. Derivatives

Risk Management Objective of Using Derivatives

We are exposed to certain risks arising from business operations and economic conditions. We attempt to manage our exposure to a wide variety of business and operational risks principally through management of our core business activities. We attempt to manage economic risk, including interest rate, liquidity, and credit risk, primarily by managing the amount, sources and duration of our debt financing and the use of interest rate swap agreements. Specifically, we enter into interest rate swap agreements to manage interest rate exposure with the following objectives:

- managing current and forecasted interest rate risk while maintaining financial flexibility and solvency;
- proactively managing our cost of capital to ensure that we can effectively manage operations and execute our business strategy, thereby maintaining a competitive advantage and enhancing shareholder value; and
- complying with applicable covenant requirements and restrictions.

Cash Flow Hedges of Interest Rate Risk

In using interest rate derivatives, our objectives are to add stability to interest expense and to manage our exposure to interest rate movements. To accomplish these objectives, we primarily use interest rate swap agreements as part of our interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable rate amounts from a counterparty in exchange for our making fixed-rate payments over the life of the applicable agreement, without exchange of the underlying notional amount. Under the terms of our senior credit facility, we were required to fix the interest rate on at least 50.0% of the outstanding balance thereunder through March 19, 2010. From and after such date, we are no longer required to fix interest rates on any amounts outstanding thereunder.

During 2007, we entered into three swap agreements to convert \$465.0 million of our variable rate debt under our senior credit facility to fixed rate debt. These interest rate swap agreements expired on April 3, 2010, and they were our only derivatives as of March 31, 2010 and December 31, 2009. Upon entering into the swap agreements, we designated them as hedges of variability of our variable rate interest payments attributable to changes in three month London Interbank Offered Rate ("LIBOR"), the designated interest rate. Therefore, these interest rate swap agreements were, prior to their respective expiration dates, considered cash flow hedges.

3. Derivatives (Continued)*Cash Flow Hedges of Interest Rate Risk (Continued)*

Upon entering into a swap agreement, we document our hedging relationships and our risk management objectives. Our swap agreements do not include written options. Our swap agreements are intended solely to modify the payments for a recognized liability from a variable rate to a fixed rate. Our swap agreements do not qualify for the short-cut method of accounting because the variable rate debt being hedged is pre-payable.

Hedge effectiveness is evaluated at the end of each quarter. We compare the notional amount, the variable interest rate and the settlement dates of the interest rate swap agreements to the hedged portion of the debt. Historically, our swap agreements have been highly effective at hedging our interest rate exposure, although no assurances can be provided that they will continue to be effective for future periods.

During the period of each interest rate swap agreement, we recognize the swap agreements at their fair value as an asset or liability on our balance sheet. The effective portion of the change in the fair value of our interest rate swap agreements is recorded in accumulated other comprehensive income (loss). The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings.

Amounts reported in accumulated other comprehensive income (loss) related to derivatives will be reclassified to interest expense as the related interest payments are made on our variable rate debt. We estimate that an additional \$360,000 will be reclassified as an increase in interest expense and a decrease in other comprehensive income (loss) between April 1, 2010 and April 3, 2010.

Under these swap agreements, we receive variable rate interest at the LIBOR and pay fixed interest at an annual rate of 5.48%. The variable LIBOR is reset in three month periods under the swap agreements. At our option, the variable LIBOR is reset in one month or three month periods for the hedged portion of our variable rate debt.

The table below presents the fair value of our interest rate swap agreements as well as their classification on our balance sheet as of March 31, 2010 and December 31, 2009. These interest rate swap agreements are our only derivative financial instruments. We did not have any derivatives classified as assets as of March 31, 2010 or December 31, 2009. The fair values of the derivative instruments are estimated by obtaining quotations from the financial institutions that are counterparties to the instruments. The fair values are estimates of the net amount that we would have been required to pay on March 31, 2010 and December 31, 2009 if the agreements were transferred to other parties or cancelled on such dates. Amounts in the following table are in thousands.

Fair Values of Derivative Instruments

	As of March 31, 2010		As of December 31, 2009	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments:				
Interest rate swap agreements	Current liabilities	\$360	Current liabilities	\$6,344

3. Derivatives (Continued)*Cash Flow Hedges of Interest Rate Risk (Continued)*

The following table presents the effect of our derivative financial instruments on our consolidated statements of operations for the three months ended March 31, 2010 and 2009 (in thousands):

	Cash Flow Hedging Relationships for the Three Months Ended March 31,	
	2010	2009
Interest rate swap agreements:		
Liability at beginning of period	\$ (6,344)	\$ (24,611)
Effective portion of gains recognized in other comprehensive loss	12,093	5,777
Effective portion of losses recorded in accumulated other comprehensive loss and reclassified into interest expense	(6,109)	(1,617)
Liability at end of period	<u>\$ (360)</u>	<u>\$ (20,451)</u>

For the three months ended March 31, 2010, we recorded income on derivatives as other comprehensive income of \$3.7 million, net of a \$2.3 million income tax expense. For the three months ended March 31, 2009, we recorded income on derivatives as other comprehensive income of \$2.5 million, net of a \$1.6 million income tax benefit.

Credit-risk Related Contingent Features

We manage our counterparty risk by entering into derivative instruments with global financial institutions that we believe present a low risk of credit loss resulting from nonperformance. As of March 31, 2010 and December 31, 2009, we had not recorded a credit value adjustment related to our interest rate swap agreements.

Our interest rate swap agreements incorporate the covenant provisions of our senior credit facility. Failure to comply with the covenant provisions of the senior credit facility could result in our being in default of our obligations under our interest rate swap agreements.

4. Fair Value Measurement

Fair value is the price that market participants would pay or receive to sell an asset or paid to transfer a liability in an orderly transaction. Fair value is also considered the exit price. We utilize market data or assumptions that market participants would use in pricing an asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized into a hierarchy that gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities ("Level 1") and the lowest priority to unobservable inputs that require assumptions to measure fair value ("Level 3").

4. Fair Value Measurement (Continued)

Recurring Fair Value Measurements

Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the fair value of assets and liabilities and their placement within the fair value hierarchy levels. The following table sets forth our financial agreements, which were accounted for at fair value, by level within the fair value hierarchy as of March 31, 2010 and December 31, 2009 (in thousands):

Recurring Fair Value Measurements

	As of March 31, 2010			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Interest rate swap agreements	\$ —	\$360	\$ —	\$360
	As of December 31, 2009			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Interest rate swap agreements	\$ —	\$6,344	\$ —	\$6,344

Fair value of our interest rate swap agreements is based on estimates provided by the counterparties. Valuation of these items does entail a significant amount of judgment.

Non-Recurring Fair Value Measurements

We have certain assets that are measured at fair value on a non-recurring basis and are adjusted to fair value only when the carrying values exceed their fair values. Included in the following table are the significant categories of assets measured at fair value on a non-recurring basis as of March 31, 2010 and December 31, 2009 and any impairment charges recorded for those assets in the three months ended March 31, 2010 and 2009 (in thousands).

Non-Recurring Fair Value Measurements

	As of March 31, 2010				Impairment Loss for the Three Months Ended March 31,	
	Level 1	Level 2	Level 3	Total	2010	2009
Assets:						
Property and equipment, net	\$ —	\$ —	\$ 143,196	\$ 143,196	\$ —	\$ —
Program broadcast rights	—	—	7,763	7,763	69	52
Investment in broadcasting company	—	—	13,599	13,599	—	—
Broadcast licenses	—	—	818,981	818,981	—	—
Goodwill	—	—	170,522	170,522	—	—
Other intangible assets, net	—	—	1,194	1,194	—	—
Total	\$ —	\$ —	\$ 1,155,255	\$ 1,155,255	\$ 69	\$ 52

4. Fair Value Measurement (Continued)*Non-Recurring Fair Value Measurements (Continued)*

	As of December 31, 2009			Total
	Level 1	Level 2	Level 3	
Assets:				
Property and equipment, net	\$ —	\$ —	\$ 148,092	\$ 148,092
Program broadcast rights	—	—	11,265	11,265
Investment in broadcasting company	—	—	13,599	13,599
Broadcast licenses	—	—	818,981	818,981
Goodwill	—	—	170,522	170,522
Other intangible assets, net	—	—	1,316	1,316
Total	\$ —	\$ —	\$ 1,163,775	\$ 1,163,775

Fair value of our property and equipment is estimated by our engineers. Fair value of our program broadcast rights is based upon estimated future advertising revenue expected to be generated by the programming. Fair value of our investment in broadcasting company is based upon estimated future cash flows. Fair value of broadcast licenses, goodwill and other intangible assets, net, are subjected to impairment testing. Our program broadcast rights impairment charges were recorded as a broadcast operating expense in the respective periods.

Fair Value of Other Financial Instruments

The estimated fair value of other financial instruments is determined using the best available market information and appropriate valuation methodologies. Interpreting market data to develop fair value estimates involves considerable judgment. Accordingly, the estimates presented are not necessarily indicative of the amounts that we could realize in a current market exchange, or the value that ultimately will be realized upon maturity or disposition. The use of different market assumptions may have a material effect on the estimated fair value amounts.

The carrying amounts of the following instruments approximate fair value, due to their short term to maturity: (i) accounts receivable, (ii) prepaid and other current assets, (iii) accounts payable, (iv) accrued employee compensation and benefits, (v) accrued interest, (vi) other accrued expenses, (vii) dividends payable, (viii) acquisition-related liabilities and (ix) deferred revenue.

The carrying amount of our long-term debt, including the current portion and long-term accrued facility fee, was \$814.0 million and \$810.1 million, respectively, and the fair value was \$786.6 million and \$704.8 million, respectively as of March 31, 2010 and December 31, 2009. Fair value of our long-term debt, including the current portion and long-term accrued facility fee, is based on estimates provided by third party financial professionals as of March 31, 2010 and December 31, 2009.

5. Preferred Stock

As of March 31, 2010 and December 31, 2009, we had 1,000 shares of Series D Perpetual Preferred Stock outstanding. The Series D Perpetual Preferred Stock has a liquidation value of \$100,000 per share, for a total liquidation value of \$100.0 million as of March 31, 2010 and December 31, 2009 and a recorded value of \$93.7 million and \$93.4 million as of March 31, 2010 and December 31, 2009, respectively. The difference between the liquidation values and the recorded values was the unaccreted portion of the original issuance discount and issuance cost. Our accrued Series D Perpetual Preferred Stock dividend balances as of March 31, 2010 and December 31, 2009 were \$23.2 million and \$18.9 million, respectively.

5. Preferred Stock (Continued)

We have deferred the cash payment of dividends on our Series D Perpetual Preferred Stock since October 1, 2008. When three consecutive cash dividend payments with respect to the Series D Perpetual Preferred Stock remain unfunded, the dividend rate increases from 15.0% per annum to 17.0% per annum. Thus, our Series D Perpetual Preferred Stock dividend began accruing at 17.0% per annum on July 16, 2009 and will accrue at that rate as long as at least three consecutive cash dividend payments remain unfunded.

While any Series D Perpetual Preferred Stock dividend payments are in arrears, we are prohibited from repurchasing, declaring and/or paying any cash dividend with respect to any equity securities having liquidation preferences equivalent to or junior in ranking to the liquidation preferences of the Series D Perpetual Preferred Stock, including our common stock and Class A common stock. We can provide no assurances as to when any future cash payments will be made on any accumulated and unpaid Series D Perpetual Preferred Stock dividends presently in arrears or that become in arrears in the future.

On April 29, 2010, we completed the repurchase of approximately \$60.7 million in face amount, and \$14.9 million in accrued dividends, of our Series D Perpetual Preferred Stock in exchange for \$50.0 million in cash, using proceeds from the offering of Notes, and the issuance \$8.5 million shares of our common stock. See Note 11. Subsequent Events.

6. Retirement Plans

The following table provides the components of net periodic benefit cost for our pension plans for the three- month periods ended March 31, 2010 and 2009, respectively (in thousands):

	Three Months Ended March 31,	
	2010	2009
Service cost	\$ 884	\$ 776
Interest cost	640	550
Expected return on plan assets	(478)	(501)
Loss amortization	249	103
Net periodic benefit cost	<u>\$ 1,295</u>	<u>\$ 928</u>

During the three months ended March 31, 2010, we contributed \$1.5 million to our pension plans. During the remainder of fiscal 2010, we expect to contribute an additional \$2.5 million to our pension plans.

7. Stock-based Compensation

We recognize compensation expense for stock-based payment awards made to our employees and directors, including stock options and restricted shares under our 2007 Long-Term Incentive Plan and our Directors' Restricted Stock Plan. The following table provides our stock-based compensation expense and related income tax benefit for the three month periods ended March 31, 2010 and 2009, respectively (in thousands).

	Three Months Ended March 31,	
	2010	2009
Stock-based compensation expense, gross	\$ 155	\$ 353
Income tax benefit at our statutory rate associated with stock-based compensation	(60)	(124)
Stock-based compensation expense, net	<u>\$ 95</u>	<u>\$ 229</u>

7. Stock-based Compensation (Continued)

Long-term Incentive Plan

During the three month periods ended March 31, 2010 and 2009, we did not grant any stock options to our employees or directors. A summary of stock option activity related to our common stock for the three month periods ended March 31, 2010 and 2009 is as follows (option amounts in thousands):

	Three Months Ended			
	March 31, 2010		March 31, 2009	
	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price
Common stock:				
Stock options outstanding — beginning of period	1,476	\$ 8.28	1,949	\$ 8.31
Options granted	—	\$ —	—	\$ —
Options exercised	—	\$ —	—	\$ —
Options expired	(34)	\$12.78	(2)	\$12.41
Options forfeited	(59)	\$11.38	(8)	\$ 7.82
Stock options outstanding — end of period	<u>1,383</u>	\$ 8.04	<u>1,939</u>	\$ 8.31
Exercisable at end of period	1,338	\$ 8.20	655	\$ 9.91
Weighted-average fair value of options granted during the period		\$ —		\$ —

For the three month period ended March 31, 2010, we did not have any options outstanding for our Class A common stock. As of March 31, 2010, options to acquire 10,000 shares of our outstanding common stock had a per-share exercise price lower than the per-share market price of our common stock and, as of that date, those options had a combined intrinsic value of \$2,000.

Directors' Restricted Stock Plan

During the three month periods ended March 31, 2010 and 2009, we did not grant any shares of restricted stock to our directors. The unearned compensation associated with prior grants of our restricted common stock is being amortized as an expense over the vesting period of the restricted common stock. The total amount of unearned compensation is equal to the market value of the shares at the date of grant.

The following table summarizes our non-vested restricted shares during the three month period ended March 31, 2010 (shares in thousands):

	Number of Shares	Weighted-Average Fair Value
Restricted Stock:		
Non-vested common restricted shares, December 31, 2009	66	\$6.64
Granted	—	\$ —
Vested	—	\$ —
Non-vested common restricted shares, March 31, 2010	<u>66</u>	\$6.64

8. Commitments and Contingencies*Legal Proceedings and Claims*

We are subject to legal proceedings and claims that arise in the normal course of our business. In our opinion, the amount of ultimate liability, if any, with respect to these actions, will not materially affect our financial position.

Sports Marketing Agreement

On October 12, 2004, the University of Kentucky ("UK") awarded a sports marketing agreement jointly to us and IMG Worldwide, Inc. ("IMG") (the "UK Agreement"). The UK Agreement commenced on April 16, 2005 and has an initial term of seven years with the option to extend for three additional years.

On July 1, 2006, the terms of the agreement between IMG and us were amended. As amended, the UK Agreement provides that we will share in profits in excess of certain amounts specified by the agreement, if any, but not losses. The agreement also provides that we will separately retain all local broadcast advertising revenue and pay all local broadcast expenses for activities under the agreement. Under the amended agreement, IMG agreed to make all license fee payments to UK. However, if IMG is unable to pay the license fee to UK, we will then be required to pay the unpaid portion of the license fee to UK. As of March 31, 2010, the aggregate license fee to be paid by IMG to UK over the remaining portion of the full ten-year term (including the optional three year extension) of the agreement is approximately \$45.4 million. If we make advances on behalf of IMG, IMG is required to reimburse us for the amount paid within 60 days after the close of each contract year, which ends on June 30th. IMG has also agreed to pay interest on any advance at a rate equal to the prime rate. During the three months ended March 31, 2010, we did not advance any amounts to UK on behalf of IMG under this agreement. As of March 31, 2010, we do not consider the risk of non-performance by IMG to be high.

9. Goodwill and Intangible Assets

Our intangible assets consist primarily of network affiliations and broadcast licenses. We did not acquire any network affiliation agreements or broadcast licenses and none of our network affiliation agreements or broadcast licenses were renewed during the three month period ended March 31, 2010. Upon any renewal, we expense all related fees as incurred. There were no triggering events that required a test of impairment of our intangible assets during the three month period ended March 31, 2010. See Critical Accounting Policies included in the Management's Discussion and Analysis of Financial Condition and Results of Operations section of this quarterly report.

10. Income Taxes

For the three month periods ended March 31, 2010 and 2009, our effective tax rates were 40.6% and 34.8%, respectively. The effective tax rates differ from the statutory tax rate due to the impact of the following items:

	Three Months Ended March 31,	
	2010	2009
Statutory federal income tax rate	35.0%	35.0%
State income taxes	6.0%	0.9%
Reserve for uncertain tax positions	(4.2)%	1.0%
Adjustments to valuation allowance of deferred tax assets	2.2%	(1.6)%
Other	1.6%	(0.5)%
Effective income tax rate	<u>40.6%</u>	<u>34.8%</u>
Income tax benefit	\$ (3,238)	\$ (4,767)

11. Subsequent Events

On April 29, 2010, we issued \$365 million aggregate principal amount of Notes. The Notes were priced at 98.085% of par, resulting in gross proceeds to the Company of \$358.0 million. The Notes mature on June 29, 2015. Interest accrues on the Notes from April 29, 2010, and interest is payable semi-annually, on May 1 and November 1 of each year. The first interest payment date is November 1, 2010. We may redeem some or all of the Notes at any time after November 1, 2012 at specified redemption prices. We may also redeem up to 35% of the aggregate principal amount of the Notes using the proceeds from certain equity offerings completed before November 1, 2012. In addition, we may redeem some or all of the Notes at any time prior to November 1, 2012 at a price equal to 100% of the principal amount thereof plus a make whole premium, and accrued and unpaid interest. If we sell certain of our assets or experience specific kinds of changes of control, we must offer to repurchase the Notes.

The Notes and the guarantees thereof are secured by a second priority lien on substantially all of the assets owned by Gray and its subsidiary guarantors, including, among other things, all present and future shares of capital stock, equipment, owned real property, leaseholds and fixtures, in each case subject to certain exceptions and customary permitted liens (the "Notes Collateral"). The Notes Collateral also secures obligations under our senior credit facility, subject to certain exceptions and permitted liens.

On April 29, 2010, we used a portion of the net proceeds from the sale of Notes to repay \$300.0 million in principal amount of term loans outstanding under our senior credit facility, to repay interest thereon and to repay certain fees due thereunder. As a result of the completion of the offering of Notes and the related repayment of term loans, Gray is, from and after April 29, 2010, subject to and required to comply with the terms and conditions of its senior credit facility as set out under the heading "As Amended and After Giving Effect to the Issuance of Replacement Debt and Related Repayment of the Term Loan" in Note 2. "Long-term Debt and Accrued Facility Fee" in these notes to condensed consolidated financial statements.

Also on April 29, 2010, we repurchased approximately \$60.7 million in face amount of Series D Perpetual Preferred Stock, and \$14.9 million in accrued dividends thereon, in exchange for \$50.0 million in cash, using net proceeds from the sale of Notes, and the issuance of 8.5 million shares of common stock. As a result of the completion of this exchange, the liquidation value of outstanding Series D Perpetual Preferred Stock was reduced to \$39.3 million, and the accrued dividends thereon were reduced to \$9.6 million, each as of April 29, 2010.

(GRAY TELEVISION, INC. LOGO)

Gray Television, Inc.

Offer to Exchange up to \$365,000,000
Aggregate Principal Amount of Newly
Issued 10½% Senior Secured Second Lien Notes due 2015

For

a Like Principal Amount of Outstanding
Restricted 10½% Senior Secured Second Lien Notes due 2015
Issued in April 2010

PROSPECTUS

, 2010

PART II
INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Georgia Registrants

The Company and WVLT-TV, Inc. (together, the “Georgia Registrants”) are incorporated in Georgia.

Section 14-2-851 of the Georgia Business Corporation Code (the “GBCC”) generally provides that a corporation may indemnify a director (including a former director and including a director who is or was serving at the corporation’s request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity) against liability incurred: (i) in a civil proceeding (a) if, in the case of conduct in such director’s capacity as a director, the conduct was in good faith and reasonably believed by such director to be in the best interests of the corporation, and (b) if, in all other cases, the conduct was in good faith and was at least not opposed to the best interests of the corporation; and (ii) in a criminal proceeding, if the director had no reasonable cause to believe such conduct was unlawful. GBCC section 14-2-851(d) provides that a corporation may not indemnify a director in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under GBCC section 14-2-851, or in connection with any proceeding with respect to conduct for which such director was adjudged liable on the basis that personal benefit was improperly received by such director, whether or not involving action in such director’s capacity as a director.

GBCC section 14-2-852 generally provides for mandatory indemnification against reasonable expenses incurred by a director who is wholly successful, on the merits or otherwise, in defending an action to which the director was a party because he or she was a director of the corporation.

GBCC section 14-2-853 generally provides that a corporation may, under certain circumstances, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because he or she is a director of the corporation.

GBCC section 14-2-854 generally allows a court, upon application by a director, to order indemnification and/or advancement of expenses if it determines that the director is entitled to indemnification under the GBCC or it determines that indemnification is fair and reasonable even if, among other things, the director has failed to meet the statutory standard of conduct provided under GBCC section 14-2-851. However, the court may not order indemnification in excess of reasonable expenses for liability to a corporation or for receipt of an improper benefit.

GBCC section 14-2-855 generally provides that a corporation may not indemnify a director under GBCC section 14-2-851 unless authorized by GBCC section 14-2-851 and either (i) a committee of disinterested directors, (ii) special legal counsel, or (iii) disinterested shareholders have determined that indemnification is permitted in a specific proceeding because the director has met the relevant standard of conduct.

GBCC section 14-2-856 generally permits a corporation’s articles of incorporation or bylaws or a contract or a resolution approved or ratified by a corporation’s shareholders to authorize a corporation to indemnify a director against claims to which the director was a party, including claims by a corporation or in its right (e.g., shareholder derivative action). However, a corporation may not indemnify the director for liability to the corporation or if the director is subjected to injunctive relief in the corporation’s favor for (i) any misappropriation of the corporation’s business opportunities, (ii) intentional misconduct or knowing violation of the law, (iii) unlawful distributions or (iv) receipt of an improper benefit.

GBCC section 14-2-857 generally permits a corporation to indemnify an officer (including a former officer and including an officer who is or was serving at our request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity) to the same extent as a director. A corporation may indemnify an officer who is not a director to a further extent by means of the corporation’s articles of incorporation, bylaws, board resolutions, or by contract. However, a corporation may not indemnify an officer for liability arising from conduct involving misappropriation of the corporation’s business opportunity, intentional misconduct or knowing violation of the law, unlawful

[Table of Contents](#)

distributions, or receipt of an improper benefit. An officer who is not a director is also entitled to mandatory indemnification and may apply for court-ordered indemnification.

GBCC section 14-2-858 generally permits a corporation to purchase and maintain insurance on behalf of its directors and officers against liability incurred by them in their capacities or arising out of their status as our directors and officers, regardless of whether the corporation would have the power to indemnify or advance expenses to the director or officer for the same liability under the GBCC.

Article 7 of the Company's Articles of Incorporation generally provides that the liability of each director to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director shall be eliminated or limited to the fullest extent permitted by applicable law.

Article XIV of the Company's Bylaws generally provides for indemnification of and advancement of expenses to directors and officers to the fullest extent permitted by applicable law. Article XIV also provides that indemnification and advancement of expenses shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Article VII of WVLT-TV, Inc.'s Articles of Incorporation generally provide that director liability shall be eliminated or limited to the full extent permitted by the GBCC.

Article XIV of WVLT-TV, Inc.'s Bylaws generally provides for indemnification of directors and officers under similar terms as the bylaws of the Company.

Delaware Registrant

Gray Television Group, Inc. ("GTG") is incorporated in Delaware.

With respect to indemnification of officers and directors, DGCL section 145 provides that a corporation will have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Under this provision of the DGCL, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Furthermore, the DGCL provides that a corporation will have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification will be made in respect to any claim, issue or matter as to which such person will have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such court will deem proper.

Article IX of GTG's Certificate of Incorporation generally provides that the corporation shall indemnify and advance expenses to the fullest extent provided by DGCL section 145 all individuals that it shall have power to indemnify. GTG's certificate of incorporation further states that indemnification and advancement of expenses shall not be exclusive of any other remedies that an indemnified individual may have.

Table of Contents

Article XI of GTG's Certificate of Incorporation generally provides that, to the fullest extent permitted by the DGCL, no director shall be liable personally liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

Nevada Registrant

Gray Television Licensee, LLC ("Gray Licensee") is organized in Nevada.

Section 86.411 of the Nevada Revised Statutes ("NRS") generally allows a limited liability company to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (except an action by or in the right of the limited liability company), by reason of being or having been a manager, member, employee or agent of the limited liability company or serving or having served in certain capacities at the request of the limited liability company. Indemnification may include attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person to be indemnified in connection with the action, suit or proceeding.

NRS section 86.421 generally allows a limited liability company to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the limited liability company to procure a judgment in its favor by reason of being or having been a manager, member, employee or agent of the limited liability company or serving or having served in certain capacities at the request of the limited liability company except that indemnification may not be made for any claim, issue or matter as to which such a person has been finally adjudged by a court of competent jurisdiction to be liable to the limited liability company or for amounts paid in settlement to the limited liability company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that, in view of all the circumstances, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. However, to be entitled to indemnification, the person to be indemnified in either case must have acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the limited liability company and, with respect to any criminal action or proceeding, such person must have had no reasonable cause to believe his or her conduct was unlawful.

NRS section 86.431 generally provides that to the extent a manager, member, employee or agent of a limited liability has been successful on the merits or otherwise in defense of any such action, he or she must be indemnified by the limited liability company against expenses, including attorneys' fees actually and reasonably incurred in connection with the defense.

NRS section 86.441 generally allows a limited liability company, in its articles of organization, operating agreement or other agreement, to provide for the payment of expenses incurred by members or managers in defending any civil or criminal action, suit or proceeding as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that the person is not entitled to indemnification by the company.

NRS section 86.461 generally allows a limited liability company to purchase and maintain insurance or make other financial arrangements on behalf of the limited liability company's current and former managers, members employees or agents, or any persons serving or who have served in certain capacities at the request of the limited liability company, for any liability and expenses incurred by them in their capacities as managers, members, employees or agents or arising out of their status as such, whether or not the limited liability company has the authority to indemnify him, her or them against such liability and expenses.

The Limited Liability Company Agreement of Gray Licensee generally provides that Gray Licensee shall indemnify and advance expenses to shareholders, board members, and officers of the company to the fullest extent permitted by law. The agreement further provides that no shareholder, board member, or officer shall be indemnified against liability for intentional misconduct, knowing violation of the law, or transaction in which the individual received an illegal personal benefit.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

The following exhibits are filed as part of this Form S-4:

3.1 Restated Articles of Incorporation of Gray Television, Inc. (incorporated by reference to Exhibit 3.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2009)**

[Table of Contents](#)

3.2	Bylaws of Gray Television, Inc. (incorporated by reference to Exhibit 3.2 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2009)**
3.3	Articles of Incorporation of WVLT-TV, Inc., as amended to date*
3.4	Bylaws of WVLT-TV, Inc., as amended to date *
3.5	Certificate of Incorporation of Gray Television Group, Inc., as amended to date *
3.6	Bylaws of Gray Television Group, Inc., as amended to date *
3.7	Articles of Organization of Gray Television Licensee, LLC*
3.8	Limited Liability Company Agreement of Gray Television Licensee, LLC*
4.1	Indenture, dated April 29, 2010, by and among Gray Television, Inc., the guarantors signatory thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed April 30, 2010)**
4.2	Registration Rights Agreement, dated April 29, 2010, by and among Gray Television, Inc., the guarantors party thereto, Banc of America Securities LLC, Wells Fargo Securities, LLC and Citadel Securities LLC (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed April 30, 2010)**
4.3	Form of Exchange Note (included in Exhibit 4.1)**
5.1	Opinion of Jones Day regarding validity*
5.2	Opinion of Woodburn and Wedge regarding validity*
10.1	2002 Long Term Incentive Plan (incorporated by reference to Appendix C to our definitive Proxy Statement on Schedule 14A filed August 15, 2002)**
10.2	Director Restricted Stock Plan (incorporated by reference to Exhibit 10.12 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2002)**
10.3	Credit Agreement dated as of March 19, 2007 by and among Gray Television, Inc., as Borrower; the Lenders Referred to Therein, as Lenders; Wachovia Bank, National Association, as Administrative Agent for the Lenders; Bank of America, N. A., as Syndication Agent; and Goldman Sachs Credit Partners L.P., Deutsche Bank Trust Company Americas and Bank of Scotland, each as a Documentation Agent; Wachovia Capital Markets, LLC, as Sole Lead Arranger; Wachovia Capital Markets, LLC, Banc of America Securities LLC and Goldman Sachs Credit Partners L.P. as Joint Bookrunners (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007)**
10.4	Collateral Agreement dated as of March 19, 2007 by and among Gray Television, Inc. and certain of its Subsidiaries as Grantors, in favor of Wachovia Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007)**
10.5	Guaranty Agreement dated as of March 19, 2007 by and among certain Subsidiaries of Gray Television, Inc., as Guarantors, in favor of Wachovia Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007)**
10.6	2007 Long Term Incentive Plan (incorporated by reference to Appendix A to our definitive Proxy Statement on Schedule 14A filed April 3, 2007)**

[Table of Contents](#)

10.7	Consulting Agreement dated as of December 23, 2008, by and between Gray Television, Inc. and J. Mack Robinson (incorporated by reference to Exhibit 10.9 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2008)**
10.8	First Amendment to the Credit Agreement by and among Gray Television, Inc.; certain subsidiaries thereof; the Lenders party thereto pursuant to an authorization; and Wachovia Bank, National Association, as administrative agent, dated as of March 31, 2009 (incorporated by reference to Exhibit 10.10 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2008)**
10.9	Second Amendment to the Credit Agreement by and among Gray Television, Inc., certain subsidiaries thereof, the Lenders party thereto and Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association, as administrative agent, dated as of March 31, 2010 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed April 12, 2010)**
12.1	Statement regarding computation of earnings to fixed charges*
21.1	Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2009)**
23.1	Consent of Jones Day (included in Exhibit 5.1)*
23.2	Consent of McGladrey & Pullen, LLP*
23.3	Consent of Woodburn and Wedge (included in Exhibit 5.2)*
24.1	Powers of Attorney for Gray Television, Inc. (included in the signature page attached hereto)*
24.2	Powers of Attorney for WVLT-TV, Inc. (included in the signature page attached hereto)*
24.3	Powers of Attorney for Gray Television Group, Inc. (included in the signature page attached hereto)*
24.4	Powers of Attorney for Gray Television Licensee, LLC (included in the signature page attached hereto)*
25.1	Statement of Eligibility of the Trustee*
99.1	Form of Letter of Transmittal*
99.2	Form of Notice of Guaranteed Delivery*
99.3	Form of Letter to DTC Participants*
99.4	Form of Letter to Clients*

* Filed herewith.

** Previously filed.

(b) Financial Statement Schedules

The following financial statement schedule of Gray Television, Inc. and subsidiaries is incorporated by reference to Item 15(a)(2) of our Annual Report on Form 10-K for the fiscal year ended December 31, 2009:

Schedule II — Valuation and qualifying accounts.

All other schedules for which provisions are made in the applicable accounting regulation of the Securities and Exchange Commission are not required or are inapplicable and therefore have been omitted, or the required information has been incorporated by reference herein or disclosed in the financial statements which form a part of this Registration Statement/Prospectus.

ITEM 22. UNDERTAKINGS.

The undersigned registrants hereby undertake:

(1) That for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(2) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(3) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(4) That every prospectus: (i) that is filed pursuant to paragraph (3) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, pursuant to the provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by any such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether or not such indemnification is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, the State of Georgia, on June 23, 2010.

Gray Television, Inc.

By: /s/ James C. Ryan

Name: James C. Ryan

Title: Senior Vice President &
Chief Financial Officer

Each person whose signature to this Registration Statement appears below hereby appoints Hilton H. Howell, Jr. and James C. Ryan, and each of them, as his or her attorney-in-fact, with full power of substitution and resubstitution, to execute in the name and on behalf of such person, individually and in the capacity stated below, and to file all further amendments to this Registration Statement, which amendments may make such further changes in and additions to this Registration Statement as such attorney-in-fact may deem necessary or appropriate.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below for Gray Television, Inc. by the following persons in the capacities indicated and on the dates indicated.

<u>Name</u>	<u>Title</u>
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Vice-Chairman and Chief Executive Officer (Principal Executive Officer)
<u>/s/ James C. Ryan</u> (James C. Ryan)	Senior Vice President & Chief Financial Officer (Principal Financial Officer)
<u>/s/ Jackson S. Cowart, IV</u> (Jackson S. Cowart, IV)	Chief Accounting Officer & Assistant Secretary (Principal Accounting Officer)
<u>/s/ William E. Mayher, III</u> (William E. Mayher, III)	Chairman of the Board
<u>/s/ J. Mack Robinson</u> (J. Mack Robinson)	Director
<u>/s/ Richard L. Boger</u> (Richard L. Boger)	Director
<u>/s/ Ray M. Deaver</u> (Ray M. Deaver)	Director
<u>/s/ T. L. Elder</u> (T. L. Elder)	Director
<u>/s/ Zell B. Miller</u> (Zell B. Miller)	Director

[Table of Contents](#)

<u>Name</u>	<u>Title</u>
<u>/s/ Howell W. Newton</u> (Howell W. Newton)	Director
<u>/s/ Hugh E. Norton</u> (Hugh E. Norton)	Director
<u>/s/ Robert S. Prather, Jr.</u> (Robert S. Prather, Jr.)	Director
<u>/s/ Harriett J. Robinson</u> (Harriett J. Robinson)	Director
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, the State of Georgia, on June 23, 2010.

WVLT-TV, Inc.

By: /s/ James C. Ryan
Name: James C. Ryan
Title: Vice President & Chief Financial Officer

Each person whose signature to this Registration Statement appears below hereby appoints Hilton H. Howell, Jr. and James C. Ryan, and each of them, as his or her attorney-in-fact, with full power of substitution and resubstitution, to execute in the name and on behalf of such person, individually and in the capacity stated below, and to file all further amendments to this Registration Statement, which amendments may make such further changes in and additions to this Registration Statement as such attorney-in-fact may deem necessary or appropriate.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below for WVLT-TV, Inc. by the following persons in the capacities indicated and on the dates indicated.

<u>Name</u>	<u>Title</u>
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Chairman of the Board (Principal Executive Officer)
<u>/s/ James C. Ryan</u> (James C. Ryan)	Vice President & Chief Financial Officer (Principal Financial Officer)
<u>/s/ Jackson S. Cowart, IV</u> (Jackson S. Cowart, IV)	Chief Accounting Officer & Assistant Secretary (Principal Accounting Officer)
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Director
<u>/s/ Robert S. Prather, Jr.</u> (Robert S. Prather, Jr.)	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, the State of Georgia, on June 23, 2010.

Gray Television Group, Inc.

By: /s/ James C. Ryan
Name: James C. Ryan
Title: Senior Vice President, Assistant Secretary & Treasurer

Each person whose signature to this Registration Statement appears below hereby appoints Hilton H. Howell, Jr. and James C. Ryan, and each of them, as his or her attorney-in-fact, with full power of substitution and resubstitution, to execute in the name and on behalf of such person, individually and in the capacity stated below, and to file all further amendments to this Registration Statement, which amendments may make such further changes in and additions to this Registration Statement as such attorney-in-fact may deem necessary or appropriate.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below for Gray Television Group, Inc. by the following persons in the capacities indicated and on the dates indicated.

<u>Name</u>	<u>Title</u>
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Chairman of the Board (Principal Executive Officer)
<u>/s/ James C. Ryan</u> (James C. Ryan)	Senior Vice President, Assistant Secretary & Treasurer (Principal Financial Officer)
<u>/s/ Jackson S. Cowart, IV</u> (Jackson S. Cowart, IV)	Chief Accounting Officer & Assistant Secretary (Principal Accounting Officer)
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Director
<u>/s/ Robert S. Prather, Jr.</u> (Robert S. Prather, Jr.)	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, the State of Georgia, on June 23, 2010.

Gray Television Licensee, LLC

By: /s/ James C. Ryan
Name: James C. Ryan
Title: Treasurer

Each person whose signature to this Registration Statement appears below hereby appoints Hilton H. Howell, Jr. and James C. Ryan, and each of them, as his or her attorney-in-fact, with full power of substitution and resubstitution, to execute in the name and on behalf of such person, individually and in the capacity stated below, and to file all further amendments to this Registration Statement, which amendments may make such further changes in and additions to this Registration Statement as such attorney-in-fact may deem necessary or appropriate.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below for Gray Television Licensee, LLC by the following persons in the capacities indicated and on the dates indicated.

<u>Name</u>	<u>Title</u>
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Chairman of the Board & President (Principal Executive Officer)
<u>/s/ James C. Ryan</u> (James C. Ryan)	Treasurer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ Hilton H. Howell, Jr.</u> (Hilton H. Howell, Jr.)	Director
<u>/s/ Robert Beizer</u> (Robert Beizer)	Director
<u>/s/ Kristine Eppes</u> (Kristine Eppes)	Director

**ARTICLES OF INCORPORATION
OF
WVLT-TV, INC.**

I.

The name of the corporation is WVLT-TV, Inc.

II.

The corporation is a corporation for profit and is organized for the following purposes: to acquire, own, lease, rent and operate television and radio broadcasting stations and community cable television systems and other forms of communication services utilizing any and all kinds of transmission facilities; to engage in related activities; to engage in any other lawful activities or businesses which are authorized under the laws of the State of Georgia.

III.

The corporation shall have authority to issue not more than 1,000 shares of capital stock, all of which shall be designated "Common Stock". The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the corporation upon liquidation or dissolution.

IV.

The initial registered office of the corporation is 229 Peachtree Street, N.E., Suite 2300, Atlanta, Fulton County, Georgia, and the initial registered agent of the corporation at said address is Neal H. Ray.

V.

The name and address of the incorporator is as follows:

Neal H. Ray
229 Peachtree Street, N.E.
Suite 2300
Atlanta, Georgia 30303

-1-

VI.

The mailing address of the initial principal office of the corporation is 229 Peachtree Street, N.E., Suite 2300, Atlanta, Georgia 30303.

VII.

No director shall have any personal liability to the corporation or to its shareholders for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Section 14-2-832 of the Georgia Business Corporation Code; or (d) any transaction from which the director derived an improper personal benefit. Any repeal or modification of the provisions of this article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification. If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code as so amended.

VIII.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 2nd day of July, 1996.

/s/
Neal H. Ray

WVLT-TV, INC.**BYLAWS****ARTICLE I
OFFICES**

The principal office of the corporation in the State of Georgia shall be located in the City of Albany, County of Dougherty. The corporation may have such other offices, either within or without the State of Georgia, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**ARTICLE II
STOCKHOLDERS**

Section 1. ANNUAL MEETING. Commencing in 1973, the annual meeting of stockholders shall be held on the third Tuesday in November of each year at such hour as the Board of Directors may determine, for the purpose of electing directors and for the transaction of such other business as may come before the meeting, provided that the Board of Directors may designate some other date in any particular year for the annual meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Georgia, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated for any annual meeting of stockholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as conveniently may be.

Section 2. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board, or by the President, or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-third of all outstanding shares of the corporation entitled to vote at a meeting, such request shall state the purpose or purposes of the proposed meeting.

Section 3. PLACE OF MEETING. The Board of Directors may designate any place within the State of Georgia as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Georgia.

Section 4. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books

of the corporation, with postage thereon prepaid. Any stockholder may waive notice of any meeting, whether before or after said meeting.

Section 5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period not to exceed in any case, fifty days; provided notice of the closing of the stock transfer books is published prior to the commencement of the stated period in the manner, form and within such time limitations as now or hereafter may be required by law. If the stock transfer books shall be closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than fifty days, and, in case of a meeting of stockholders, not less than ten days prior to the date on which the particular action, requiring such determination of stockholders, is to be taken; provided notice is published prior to such date in the manner, form and within such time limitations as now or hereafter may be required by law. If the stock transfer books are not closed no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors, as provided in this section, fixes a new stated period for closing of the stock transfer books or fixes a new record date for the adjourned meeting.

Section 6. VOTING LISTS. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, or any adjournment thereof: arranged in alphabetical order, with the address of, and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal office of the corporation and shall be subject to inspection of any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are stockholders entitled to examine such list or transfer books or to vote at any meeting of stockholders.

Section 7. QUORUM. A majority of the shares outstanding of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally

notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 8. PROXIES. At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. VOTING OF SHARES. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of stockholders. All elections by stockholders shall be by ballot unless waived by the unanimous consent of those stockholders present in person or by proxy at any meeting. The vote on any questions, upon demand of a stockholder present in person or by proxy, shall be by a stock vote and by ballot. The stockholders shall have power by a majority vote at any meeting to remove any director or officer from office.

Section 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the corporation or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

Section 11. INSPECTORS OF ELECTION. At each meeting of the stockholders, the polls shall be opened and closed, the proxies and ballots shall be received and be taken in charge, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes, shall be decided by three inspectors. At the first meeting of the Board of Directors held immediately after the annual meeting of stockholders, the Board of Directors shall appoint three persons as Inspectors of Election, to serve until the close of the next annual meeting and until their successors are chosen. In case of a failure to elect inspectors, or in

case an inspector shall fail to attend or refuse or be unable to serve, the Board of Directors may choose an inspector or inspectors to act at such meeting.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be not less than one nor more than fifteen. Each director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified. A majority of the directors shall be bona fide residents of the State of Georgia.

Section 3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of stockholders. The Board of Directors may provide, by resolution, the time and place either within or without the State of Georgia, for the holding of additional regular meetings without other notice than such resolution.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President, or any three directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the State of Georgia as the place for holding any special meeting of the Board of Directors called by them.

Section 5. NOTICE. Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 6. QUORUM. A majority of the Board of Directors for the time being in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the stockholders called for that purpose.

Section 9. COMPENSATION OF DIRECTORS. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV COMMITTEES

Section 1. EXECUTIVE COMMITTEE. At their first meeting after the annual meeting of stockholders, the Board of Directors shall elect an Executive Committee consisting of not less than three nor more than five members of the Board, and shall designate its chairman. The Chairman of the Board of Directors and the President shall be two of the members elected to the committee. During the intervals between the meetings of the Board of Directors, the executive committee shall possess and may exercise all the powers of the Board of Directors in the management and direction of the affairs of the company in all cases in which specific directions shall not have been given by the Board of Directors. All actions by the executive committee shall be reported to the Board of Directors at its meeting next succeeding such action, and shall be subject to revision and alteration by the Board; provided, that no rights of third parties shall be affected by any such revision or alteration. Regular minutes of the proceedings of the executive committee shall be kept in a book provided for that purpose. Vacancies in the executive committee shall be filled by the Board of Directors. A majority of the committee shall be necessary to constitute a quorum, and in every case the affirmative vote of a majority of the members present shall be necessary for the passage of any resolution. The Executive Committee may act by the written resolution of a quorum thereof although not formally convened; it shall fix its own rules of procedure, and shall meet as provided by such rules or by resolution of the Board, and it shall also meet at the call of the chairman or of any two members of the committee.

Section 2. MANAGEMENT PERSONNEL COMMITTEE. At the first meeting after the annual meeting of the stockholders, the Board of Directors shall elect a management personnel committee consisting of not less than three nor more than five members of the Board

and shall designate its chairman. It shall be the duty of the management personnel committee to make recommendations with respect to executive salaries, bonuses, and compensation, and it shall be their further duty to serve as the nominating committee with respect to the principal officers and other committees of the Board of Directors, as well as making nominations respecting membership to the Board of Directors. Regular minutes of the proceedings of the management personnel committee shall be kept in the book provided for that purpose. Vacancies in the management personnel committee shall be filled by the Board of Directors. A majority of the members of the committee shall constitute a quorum, and in every case the affirmative vote of a majority of the members present shall be necessary for the passage of any resolution. The management personnel committee may act by the written resolution of a quorum though they are not formally convened; it shall fix its own rules of procedure and shall meet as provided by such rules, and it shall meet on the call of the Chairman or any two (2) members of the committee.

Section 3. INTERPRETATION. In these bylaws, unless there is something in the context inconsistent therewith, the term "Board of Directors" shall include and embrace the committees herein provided for to the extent of their delegated authority.

ARTICLE V OFFICERS

Section 1. NUMBER. The officers of the corporation shall be a Chairman of the Board of Directors, a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any person may hold two or more offices, except that the president may not also be the secretary of the corporation.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board held after each annual meeting of the stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

Section 6. CHAIRMAN OF BOARD OF DIRECTORS. The Chairman of the Board shall be a director and shall preside, when present, at all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may appoint a Vice Chairman of the Board who shall perform such duties as may be prescribed by the Board of Directors from time to time.

Section 7. PRESIDENT. The president shall be a director. He shall preside, in the absence of the Chairman or Vice Chairman, at all meetings of the stockholders or the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, policies of insurance, contracts investment certificates, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as maybe prescribed by the Board of Directors from time to time.

Section 8. VICE PRESIDENTS. In the absence of the President or in the event of his death or inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president may sign, with the Secretary or an assistant secretary certificates for shares of the corporation, and shall perform such other duties as shall from time to time be assigned to him by the President or by the Board of Directors. All vice presidents shall have such other duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may from time to time add to the title of "Vice President" such additional descriptive prefix as may indicate his service, duty or duties.

Section 9. SECRETARY. The secretary shall:

- (a) attend and keep the minutes of the stockholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with the provisions of these bylaws as required by law;
- (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized;
- (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder;
- (e) sign with the president, or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors;

(f) have general charge of the stock transfer books of the corporation;

(g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 10. TREASURER. The treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and

(b) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 11. CONTROLLER. The controller shall be the accounting officer of the corporation. He shall keep adequate and correct accounts of the corporation's business transactions, including the accounts of its assets, liabilities, reserves, gains, losses, capital, surplus, and shares. It shall be his duty, in conjunction with other proper officers, to enforce budget rules and regulations and other measures and procedures whereby the business of the company shall be conducted with the maximum of safety, efficiency, economy, and profit; and he shall see to it that adequate internal audits are currently and accurately made. He shall, in general, perform all duties incident to the office of controller and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 12. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the Board of Directors.

Section 13. CHIEF EXECUTIVE OFFICER. The Chief Executive Officer, subject to the control of the Board of Directors, shall be in general charge of the affairs of the corporation and in general manage, supervise and control all of its business activities and without limitation on the foregoing shall supervise all the public relations of the Company. Any officer or agent of the corporation may be suspended and removed by the Chief Executive Officer, subject to ratification or reinstatement by the Board of Directors, whenever in his judgment the best interest of the corporation; would be served thereby.

The Board of Directors may designate by resolution either the Chairman of the Board, the Vice Chairman of the Board (if one), or the President as the Chief Executive Officer, but in the absence of such a resolution the President shall be the Chief Executive Officer.

**ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

Section 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agents or agents, to enter into any contract or execute and deliver any instrument, including contracts or policies of insurance, in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**ARTICLE VII
CERTIFICATES FOR SHARES AND THEIR TRANSFER**

Section 1. CERTIFICATES FOR SHARES. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the president or vice president and by the secretary or an assistant secretary, but when such certificate is signed by a transfer agent and a registrar the signatures of such president, vice president, secretary or assistant secretary may be facsimiles. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. TRANSFER OF SHARES. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Section 3. REGULATIONS. The Board of Directors shall have power and authority to make all such rules and regulations as respectively they may deem expedient,

concerning the issue, transfer and registration of certificates for shares of the capital stock of the company.

The Board of Directors may appoint one or more transfer agents or assistant transfer agents and one or more registrars of transfer, and may require all stock certificates to bear the signature of a transfer agent or assistant transfer agent and a registrar of transfer. The Board of Directors may at any time terminate the appointment of any transfer agent or any assistant transfer agent or any registrar of transfers.

**ARTICLE VIII
FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of January of each year, and end on the 31st day of December of the same year.

**ARTICLE IX
DIVIDENDS**

The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law, its charter, and these bylaws.

**ARTICLE X
ANNUAL STATEMENT**

The Board of Directors shall publish and submit to the stockholders, at or in advance of the annual meeting of stockholders, a statement of the financial condition of the corporation, such statement to show the income of the corporation during the previous fiscal year and such statement to include a balance sheet showing the assets and liabilities of the corporation at the end of the preceding fiscal year.

**ARTICLE XI
SEAL**

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal".

**ARTICLE XII
WAIVER OF NOTICE**

Whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII
AMENDMENTS**

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority vote of the stockholders at any regular or special meeting of the stockholders.

**ARTICLE XIV
INDEMNIFICATION**

Section 1. AUTHORITY TO INDEMNIFY. The corporation shall indemnify or obligate itself to indemnify an individual made a party to a proceeding because he or she is or was a director, officer, employee or agent of the Corporation (or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) for reasonable expenses, judgments, fines, penalties and amounts paid in settlement (including attorneys' fees), incurred in connection with the proceeding of the individual acted in the manner he or she believe in good faith to be in or not opposed to the best interests of the Corporation and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by a judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director, officer, employee or agent did not meet the standard of conduct set forth above. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 2. MANDATORY INDEMNIFICATION. To the extent that a director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party, or in defense of any claim, issue or matter therein, because he or she is or was a director, officer, employee or agent of the Corporation, the Corporation shall indemnify the director, employee or agent against reasonable expenses incurred by him or her in connection therewith.

Section 3. ADVANCE FOR EXPENSES. The Corporation shall pay for or reimburse the reasonable expenses incurred by a director, officer, employee or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding if (a) he or she furnishes the Corporation written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 1 of this Article, and (b) he or she furnishes the Corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification. The undertaking required by this section must be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 4. COURT-ORDERED INDEMNIFICATION AND ADVANCES FOR EXPENSES. A director, officer, employee or agent of the Corporation who is a party to a proceeding may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction.

Section 5. DETERMINATION OF INDEMNIFICATION. Except as provided in Section 2 and except as may be ordered by the court, the Corporation may not indemnify a director, officer, employee or agent under Section 1 unless authorized thereunder and a determination has been made in the specific case that indemnification of the director, officer, employee or agent is permissible in the circumstances because he or she has met the standard of conduct set forth in Section 1. The determination shall be made:

- (a) by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;
- (b) if a quorum cannot be obtained, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;
- (c) by special legal counsel:
 - (i) selected by the Board of Directors or its committee in the manner prescribed in paragraph (a) or (b) of this section; or
 - (ii) if a quorum of the Board of Directors cannot be obtained and committee cannot be designated, selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or
- (d) by the shareholders, but shares owned by or voted under the control of directors, who are at the time parties to the proceeding, may not be voted on the determination.

Section 6. AUTHORIZATION OF INDEMNIFICATION. Authorization of indemnification or determination of an obligation to indemnify and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by the special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of Section 5 to select counsel.

Section 7. OTHER RIGHTS. The indemnification and advancement of expenses provided by or granted pursuant to this Article XIV shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, resolution, agreement or contract either specifically or in general terms approved by the affirmative vote of the holders of a majority of the share entitled to vote thereon taken at a meeting the notice of which specified that such bylaw, resolution or agreement would be placed before the stockholders, both as to action by a director, trustee, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position, except that no such other rights, in respect to indemnification or otherwise, may be provided or granted to a director, trustee, officer, employee or agent pursuant to this Section 7 by the Corporation for liability for (a) any appropriation, in violation of his or her duties, of any business opportunity of the Corporation; (b) acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code dealing with illegal or unauthorized distributions of corporate assets, whether

as dividends or in liquidation of the Corporation or otherwise; or (d) any transaction from which the director derived an improper material tangible personal benefit.

Section 8. INSURANCE. The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Corporation or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent whether or not the Corporation would have power to indemnify him or her against the same liability under this Article XIV.

Section 9. CONTINUATION OF EXPENSES. The indemnification and advancement of expenses provided by or granted pursuant to this Article XIV shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10. If applicable law is amended to authorize corporate action farther eliminating or limiting the liability of directors, then the liability of each director of the Corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as amended. Neither the amendment nor repeal of this Article XIV, nor the adoption of any provision of these Bylaws inconsistent with this Article XIV, shall eliminate or reduce the effect of this Article XIV in respect of any acts of omission occurring prior to such amendment, repeal or adoption of any inconsistent provision.

CERTIFICATE OF INCORPORATION
OF
GRAY TELEVISION GROUP, INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "corporation") is Gray Television Group, Inc.

SECOND: The address, including street, number, city, and county, of the registered office of the corporation in the State of Delaware is 100 West Tenth Street, City of Wilmington, County of New Castle, and the name of the registered agent of the corporation in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 200 shares without par value, all of which are the same class and all of which are the designated as common shares.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME
Nancy Briasco

MAILING ADDRESS
Golenbock and Barell
645 Fifth Avenue
New York, New York 10022

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors, or class of creditors, and/or class of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholder or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter, or repeal the by-laws, and to adopt any new by-law, of the corporation.

NINTH: The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, (i) indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and (ii) advance expenses to any and all said persons. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such offices, and shall continue as to persons who have ceased to be directors, officers, employees or agents and shall inure to the benefit of the heirs, executors and administrators of such person.

TENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article TENTH.

ELEVENTH: Each holder of any of the shares of the capital stock of the corporation shall be entitled to a preemptive right to purchase or subscribe for any unissued stock of any class or any additional shares of any class to be issued by reason of any increase of the authorized capital stock of the corporation of any class, or bonds, certificates of indebtedness, debentures or other securities, convertible into stock of the corporation, or carrying any rights to

purchase stock of any class, whether said unissued stock shall be issued for cash, property, or any other lawful consideration.

ELEVENTH: To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, no director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Signed on January 18, 1979.

/s/ Nancy Briasco

STATE OF NEW YORK

)

SS.:

COUNTY OF NEW YORK

)

BE IT REMEMBERED that, on January 18, 1979, before me, a Notary Public duly authorized by law to take acknowledgement of deeds, personally came Nancy Briasco, the incorporator who duly executed the foregoing certificate of incorporation before me and acknowledged the same to be her act and deed, and that the fact therein stated are true.

GIVEN under my hand on January 18, 1979.

/s/ Diana Schramm (Holtzman)

Notary Public

BY-LAWS
OF
GRAY TELEVISION GROUP, INC.
(Formed under the laws of the State of Delaware)

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business on such date in each year as may be determined by the Board of Directors, but in no event later than one hundred eighty (180) days following the end of the fiscal year of the Corporation.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the Board of Directors, the Chairman of the Board, the President or the holder of outstanding shares of the Corporation entitled to vote at the meeting to be called or by the holder of a proxy from any such holder of outstanding shares.

Section 3. Place of Meetings. Meetings of shareholders shall be held at such place, within or without the State of Delaware, as may be fixed by the Board of Directors. If no place is so fixed, such meetings shall be held at the office of the Corporation in the State of Delaware.

Section 4. Notice of Meetings. Notice of each meeting of shareholders shall be given in writing and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Notice of a special meeting shall indicate that it is being issued by or at the direction of the person or persons calling or requesting the meeting.

If, at any meeting, action is proposed to be taken which would, if taken, entitle objecting shareholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect.

A copy of the notice of each meeting shall be given, personally or by first class mail, not less than 10 nor more than 60 days before the date of the meeting, to each shareholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, then directed to him at such other address.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any

business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice under the preceding paragraphs of this Section 4.

Section 5. Waiver of Notice. Notice of meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 6. Inspectors of Election. The Board of Directors, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint two inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

Section 7. List of Shareholders at Meetings. A list of shareholders as of the record date, certified by the Secretary or any Assistant Secretary or by a transfer agent, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

Section 8. Qualification of Voters. Unless otherwise provided in the certificate of incorporation, every shareholder of record shall be entitled at every meeting of shareholders to one vote for every share standing in his name on the record of shareholders.

Treasury shares as of the record date and shares held as of the record date by another domestic or foreign corporation of any type or kind, if a majority of the shares entitled to vote in the election of directors of such other corporation is held as of the record date by the

Corporation, shall not be shares entitled to vote or to be counted in determining the total number of outstanding shares.

Shares held by an administrator, executor, guardian, conservator, committee, trustee or other fiduciary, may be voted by him, either in person or by proxy, without transfer of such shares into his name.

Shares standing in the name of another domestic or foreign corporation of any type or kind may be voted by such officer, agent or proxy as the by-laws of such corporation may provide, of, in the absence of such provision, as the board of directors of such corporation may determine.

A shareholder shall not sell his vote or issue a proxy to vote to any person for any sum of money or anything of value except as permitted by law.

Section 9. Quorum of Shareholders. The holders of a majority of the shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such specified item of business.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.

The shareholders who are present in person or by proxy and who are entitled to vote may, by a majority of votes cast, adjourn the meeting despite the absence of a quorum.

Section 10. Proxies. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy unless before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Secretary or any Assistant Secretary.

Section 11. Vote or Consent of Shareholders. Directors shall, except as otherwise required by law, be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

Whenever any corporate action, other than the election of directors, is to be taken by vote of the shareholders, it shall, except as otherwise required by law, be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Written consent thus given by the holders of all outstanding shares entitled to vote shall have the same effect as a unanimous vote of shareholders.

Section 12. Fixing Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action.

When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Power of Board and Qualification of Directors. The business of the Corporation shall be managed by the Board of Directors. Each director shall be at least 18 years of age.

Section 2. Number of Directors. The number of directors constituting the entire Board of Directors shall be the number, not less than one nor more than 15, fixed from time to time by a majority of the total number of directors which the Corporation would have, prior to any increase or decrease, if there were no vacancies, provided, however, that no decrease shall shorten the term of an incumbent director. Until otherwise fixed by the directors, the number of directors constituting the entire Board shall be two.

Section 3. Election and Term of Directors. At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting and until their successors have been elected and qualified or until his death, resignation or removal in the manner hereinafter provided.

Section 4. Quorum of Directors and Action by the Board. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and, except where otherwise provided by these by-laws, the vote of a majority of the directors present at a meeting at the time of such vote, if a quorum is then present, shall be the act of the Board.

Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written

consent thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

Section 5. Meetings of the Board. An annual meeting of the Board of Directors shall be held in each year directly after the annual meeting of shareholders. Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time upon the call of the President or any two directors.

Meetings of the Board of Directors shall be held at such places as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. If no place is so fixed, meetings of the Board shall be held at the office of the Corporation.

No notice need be given of annual or regular meetings of the Board of Directors. Notice of each special meeting of the Board shall be given to each director either by mail not later than noon, New York time, on the third day prior to the meeting or by telegram, written message or orally to the director not later than noon, New York time, on the day prior to the meeting. Notices are deemed to have been given: by mail, when deposited in the United States mail; by telegram at the time of filing; and by messenger at the time of delivery. Notices by mail, telegram or messenger shall be sent to each director at the address designated by him for that purpose, or, if none has been so designated, at his last known residence or business address.

Notice of a meeting of the Board of Directors need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

A notice, or waiver of notice, need not specify the purpose of any meeting of the Board of Directors.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting to another time or place shall be given, in the manner described above, to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

Section 6. Resignations. Any director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal of Directors. Any one or more of the directors may be removed for cause by action of the Board of Directors. Any or all of the directors may be removed with or without cause by vote of the shareholders.

Section 8. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason except the removal of directors by shareholders may be filled by vote of a majority of the directors then in office, although less than a quorum exists.

Vacancies occurring as a result of the removal of directors by shareholders shall be filled by the shareholders. A director elected to fill a vacancy shall be elected to hold office for the unexpired term of his predecessor.

Section 9. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other committees each consisting of three or more directors and each of which, to the extent provided in the resolution, shall have all the authority of the Board, except that no such committee shall have authority as to the following matters:

- (1) The submission to shareholders of any action that needs shareholders' approval;
- (2) The filling of vacancies in the Board or in any committee;
- (3) The fixing of compensation of the directors for serving on the Board or on any committee;
- (4) The amendment or repeal of the by-laws, or the adoption of new by-laws;
- (5) The amendment or repeal of any resolution of the Board which, by its term, shall not be so amendable or repealable; or
- (6) The removal or indemnification of directors.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless a greater proportion is required by the resolution designating a committee, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members present at a meeting at the time of such vote, if a quorum is then present, shall be the act of such committee.

Each such committee shall serve at the pleasure of the Board of Directors.

Section 10. Compensation of Directors. The Board of Directors shall have authority to fix the compensation of directors for services in any capacity.

ARTICLE III

OFFICERS

Section 1. Officers. The Board of Directors, as soon as may be practicable after the annual election of directors, shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer, and from time to time may elect or appoint such other officers as it may determine. Any two or more offices may be held by the same person, except that the same person may not

hold the offices of President and Secretary. The Board of Directors may also elect such additional Vice-Presidents, one or more Assistant Secretaries and Assistant Treasurers.

Section 2. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 4. Term of Office and Removal. Each officer shall hold office for the term for which he is elected or appointed, and until his successor has been elected or appointed and qualified. Unless otherwise provided in the resolution of the Board of Directors electing or appointing an officer, his term of office shall extend to and expire at the meeting of the Board following the next annual meeting of shareholders. Any officer may be removed by the Board, with or without cause, at any time. Removal of an officer without cause shall be without prejudice to his contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

Section 5. Powers and Duties.

(a) **President:** The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall also preside at all meetings of the shareholders and the Board of Directors.

He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

(b) **Vice-Presidents:** The Vice-Presidents, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election, during the absence or disability of or refusal to act by the President shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

(c) **Secretary and Assistant Secretaries:** The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other-duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the

signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

(d) **Treasurer and Assistant Treasurers:** The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so require, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6. Books to be Kept. The Corporation shall keep (a) correct and complete books and records of account, (b) minutes of the proceedings of the shareholders, Board of Directors and any committees of directors, and (c) a current list of the directors and officers and their residence addresses; and the Corporation shall also keep at its office in the State of New York or at the office of its transfer agent or registrar in the State of New York, if any, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof.

The Board of Directors may determine whether and to what extent and at what times and places and under what conditions and regulations any accounts, books, records or other documents of the Corporation shall be open to inspection, and no creditor, security holder or other person shall have any right to inspect any accounts, books, records or other documents of the Corporation except as conferred by statute or as so authorized by the Board.

Section 7. Checks, Notes, etc. All checks and drafts on, and withdrawals from the Corporation's accounts with banks or other financial institutions, and all bills of exchange, notes and other instruments for the payment of money, drawn, made, indorsed, or accepted by the Corporation, shall be signed on its behalf by the person or persons thereunto authorized by, or pursuant to resolution of, the Board of Directors.

ARTICLE IV

FORMS OF CERTIFICATES AND LOSS AND TRANSFER OF SHARES

Section 1. Forms of Share Certificates. The shares of the Corporation shall be represented by certificates, in such forms as the Board of Directors may prescribe, signed by the President or a Vice-President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and may be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

Each certificate representing shares issued by the Corporation shall set forth upon the face or back of the certificate, or shall state that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences and limitations of the shares of each class of shares, if more than one, authorized to be issued and the designation, relative rights, preferences and limitations of each series of any class of preferred shares authorized to be issued so far as the same have been fixed, and the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of either series.

Each certificate representing shares shall state upon the face thereof:

- (1) That the Corporation is formed under the laws of the State of Delaware;
- (2) The name of the person or persons to whom issued; and
- (3) The number and class of shares, and the designation of the series, if any, which such certificate represents.

Section 2. Transfers of Shares. Shares of the Corporation shall be transferable on the record of shareholders upon presentment to the Corporation or a transfer agent of a certificate or certificates representing the shares requested to be transferred, with proper indorsement on the certificate or on a separate accompanying document, together with such evidence of the payment of transfer taxes and compliance with other provisions of law as the Corporation or its transfer agent may require.

Any pledgee of, or purchaser from an pledgee of, all of the outstanding capital stock of the corporation shall be authorized to act as transfer agent of its shares and to make all appropriate entries on its records as to ownership and transfer of shares.

Section 3. Lost, Stolen or Destroyed Share Certificates. No certificate for shares of the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken, except, if and to the extent required by the Board of Directors, upon:

- (1) Production of evidence of loss, destruction or wrongful taking;
- (2) Delivery of a bond indemnifying the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, destruction or wrongful taking of the replaced certificate or the issuance of the new certificate;
- (3) Payment of the expenses of the Corporation and its agents incurred in connection with the issuance of the new certificate; and
- (4) Compliance with such other reasonable requirements as may be imposed.

**ARTICLE V
OTHER MATTERS**

Section 1. Corporate Seal. The Board of Directors may adopt a corporate seal, alter such seal at pleasure, and authorize it to be used by causing it or a facsimile to be affixed or impressed or reproduced in any other manner.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the 12 months ending January 31, or such other period as may be fixed by the Board of Directors.

Section 3. Amendments. By-laws of the Corporation may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of any directors. By-laws may also be adopted, amended or repealed by the Board of Directors, but any by-law adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon as hereinabove provided.

If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.



ROSS MILLER
 Secretary of State
 208 North Carson Street
 Carson City, Nevada 89701-4209
 (775) 584 5708
 Website: www.nvsoe.gov

Filed in the office of	Document Number
<i>[Signature]</i>	20080831813-24
Ross Miller	Filing Date and Time
Secretary of State	12/24/2008 9:30 AM
State of Nevada	Entity Number
	E0777352008-1

Articles of Organization
Limited- Liability Company
 (PURSUANT TO NRS CHAPTER 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT	ABOVE SPACE IS FOR OFFICE USE ONLY
1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	Gray Television License, LLC Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent: _____ <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Entity Services (Nevada), LLC Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 502 East John Street Carson City Nevada 89706 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Robert A. Belzar Name 1730 K Street NW, Suite 1200 Washington, D.C. 20006 Street Address City State Zip Code 2) Kristine W. Eppes Name 2215-B Renaissance Drive Las Vegas NV 89119 Street Address City State Zip Code 3) Hilton H. Howell, Jr. Name 4370 Peachtree Road, N.E. Atlanta GA 30519 Street Address City State Zip Code
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	Thomas J. Schramkowski Name Organizer/Member 600 Peachtree Street, N.E., Suite 5200 Atlanta GA 30506 Address City State Zip Code <i>[Signature]</i>
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity December 16, 2008 Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86-010-001
 Revised on 01-08

Attachment to Articles of Organization of Gray Television Licensee, LLC

As required by N.R.S. 92A.205(4) to be disclosed in the Articles of Organization of Gray Television Licensee, LLC (the "Company"), the Company shall be the resulting entity in the conversion of Gray Television Licensee, Inc., a Delaware corporation, and, as such, the existence of the Company does not begin until 12:00 a.m., Eastern Time, on January 1, 2009, which is the effective time of said conversion. This statement is attached to and made a part of these Articles of Organization of the Company.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GRAY TELEVISION LICENSEE, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Gray Television Licensee, LLC, a Nevada limited liability company (the "Company"), is made and entered into to be effective as of 12:00 a.m., January 1, 2009 (the "Effective Time") between the Company and Gray Television Group, Inc., a Delaware corporation, its sole member.

**ARTICLE I.
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 Act. Chapter 86 (Limited-Liability Companies) of the Nevada Revised Statutes, as amended from time to time.

1.2 Affiliate. Affiliate of an entity shall mean any other entity controlling, controlled by, or under common control with such entity where "control" means the right to elect a majority of the board of directors or other body controlling such entity.

1.3 Articles. The Articles of Organization of the Company filed with the Secretary of State of Nevada, as amended from time to time by the Shareholder.

1.4 Shareholder. Gray Television Group, Inc. and any additional members of the Company admitted pursuant to Article IX hereof.

**ARTICLE II.
FORMATION**

2.1 Formation. Effective as of the Effective Time, the Company was formed as a Nevada limited liability company by delivery of the Articles to the Nevada Secretary of State in accordance with the provisions of the Act.

2.2 Name. The name of the Company is Gray Television Licensee, LLC.

2.3 Term. The term of the Company shall commence on the date the Articles were filed with the Secretary of State of Nevada and shall continue unless terminated or dissolved in accordance with this Agreement.

2.4 Registered Office and Agent. The Company's registered office shall be at 502 East John Street, Carson City, Nevada 89706. The name of its registered agent is Entity Services (Nevada), LLC.

2.5 Principal Office. The principal office of the Company shall be located at 2215-B Renaissance Drive, Las Vegas, Nevada 89119.

2.6 Changes to Offices and Agent. The Company may change its registered office, registered agent and principal office from time to time with the approval of the Board.

2.7 Units; Shareholder Certificates. The limited liability company membership interests of the Company shall be evidenced by units of ownership ("Units"), and Units held by Shareholders in the Company may be evidenced by certificates ("Certificates") as approved by the Board and, in such event, the Board may establish reasonable procedures for the delivery and reissuance of the Certificates in connection with the transfer of the underlying Units, loss or destruction of Certificates and other eventualities. Among other matters, such procedures may set forth required fees, indemnification documentation and signatures (including guarantees thereof) to be obtained from parties requesting reissuance of Certificates. Such procedures need not be incorporated into this Agreement, but a copy thereof shall be delivered to all Shareholders. Each Certificate shall be stamped or imprinted with a legend as the Board shall deem necessary or appropriate.

ARTICLE III.
PURPOSE OF THE COMPANY; NATURE OF BUSINESS

3.1 Purpose and Powers of the Company. The purpose of the Company is, and the Company shall have the power and authority, to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

ARTICLE IV.
ACCOUNTING AND RECORDS

4.1 Accounting Period. The Company's accounting period and tax year shall be the calendar year.

4.2 Records to be Maintained.

(a) The Company shall maintain the following records at its principal office:

(i) A copy of this Agreement and the Articles and all amendments thereto, and executed copies of the powers of attorney, if any, pursuant to which this Agreement, the Articles, or any amendments thereto have been executed;

(ii) Copies of such records as would enable the Shareholder to determine the business and financial condition of the Company, the Shareholder, the date upon which the Shareholder became a member of the Company, the Shareholder's last known mailing address, and the voting rights of the Shareholder, as applicable;

- (iii) Any financial statements of the Company for the three most recent years; and
 - (iv) True and full information regarding the amount of cash and other property (including the value thereof) contributed by the Shareholder and what the Shareholder agreed to contribute in the future.
- (b) The Shareholder may, at the Shareholder's own expense, inspect and copy any Company record upon reasonable request during ordinary business hours.

ARTICLE V.
MANAGEMENT

5.1 Management of the Company.

(a) Board of Directors. All management of the Company shall be vested exclusively in a Board of Directors (the "Board"), acting collectively in its capacity as the sole manager of the Company, without the need for any consent or approval of the Shareholder or any other Shareholder, and no Shareholder (in such capacity) shall have any right to participate in the day-to-day management of the Company. The Shareholder hereby covenants and agrees that it will comply in all respects with any contract or agreement approved by the Board as permitted under this Agreement. The acts of the Board shall bind the Company.

(b) Composition of Board; Powers. The Board shall consist of three (3) Board members, or such other number of Board members as determined from time to time by the majority vote of the Board. The Board members as of the Effective Time are set forth on Exhibit A attached hereto and incorporated herein by this reference. Subject to the terms of this Agreement, the Board shall have the exclusive right, authority and power to control, direct, manage and administer the business, affairs and operations of the Company and to do all things necessary to carry on the business and purposes of the Company consistent with applicable law and this Agreement as the Board determines in good faith to be appropriate or advisable. Except as restricted by this Agreement, any member of the Board is hereby authorized by all Shareholders to execute and deliver on behalf of the Company any and all documents, contracts, certificates, agreements and instruments, and to take any action of any kind and to do anything and everything, that the Board deems necessary or appropriate in order to carry out the business of the Company in accordance with the provisions of this Agreement and applicable law. No person, firm, partnership, corporation or other entity shall be required to inquire into said authority of the Board members, or any of them, to execute and perform any document on behalf of the Company.

(c) Removal of Board Member. Any Board member may be removed at any time with or without cause by the Shareholder. Upon the removal of a Board member or upon the earlier death, resignation, retirement or disqualification thereof, a replacement Board member may immediately be appointed by the Shareholder. At no time shall the Board consist of less than one (1) member.

(d) Required Vote; Board Meetings. Each Board member shall have one (1) vote, and the vote of a majority of the Board members then in office shall be required for the Board to take any action on behalf of the Company and, without such majority approval, no Board member, acting alone in such capacity, or Shareholder shall (and no such person shall have any authority to) take any action with respect thereto. Except as expressly provided in this Agreement, the Board members shall not be entitled to act other than through the Board. An annual meeting of the Board may be held each year. The Board may also schedule additional meetings to occur at regular intervals throughout the year. Special meetings of the Board may be called by or at the request of any Board member. A meeting of the Board shall be held on such date and at such time and place as shall be set forth in the notice thereof. Unless waived thereby, the Company shall give written notice to each Board member of each meeting of the Board stating the date, time and place of the meeting. Such notice shall be given at least forty-eight (48) hours in advance by courier service, in person or by electronic means or at least ten (10) days in advance by mail. Attendance by a Board member at a meeting shall constitute waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of business at the meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting upon written approval of not less than the number of votes that would be necessary to authorize or take such action at a meeting of the Board. Such written approval shall have the same force and effect as a meeting vote of the Board and shall be evidenced by one or more written consents describing the action taken. Board members may participate in a meeting of the Board by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

5.2 Officers.

(a) General Authority. The Company may have such officers (the "Officers") as may be appointed by the Board from time to time, each having such powers and duties as generally pertain to their respective offices as well as such powers and duties as from time to time may be conferred by the Board. Any number of offices may be held by the same person. The salaries, if any, of all Officers of the Company shall be fixed by the Board. The Officers of the Company shall hold office until their successors are chosen and qualified; provided, however, any Officer appointed by the Board may be removed at any time by the Board with or without cause in the Board's discretion. Any vacancy occurring in any office of the Company may be filled by the Board. In addition, the Board may appoint, employ or otherwise cause the Company to contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its discretion from time to time. The Board may delegate to any Officer of the Company or to any such other person or entity such authority to act on behalf of and to bind the Company. The Officers of the Company as of the Effective Time are set forth on Exhibit B attached hereto and incorporated herein by this reference.

(b) Bank Accounts. The Officers of the Company are authorized and directed to open accounts with any bank as may be selected as depositories for the Company by the Board, and to deposit therein funds of the Company, drafts, checks and notes of the Company, payments on

said accounts to be made in the corporate name. The Officers are authorized to execute and deliver corporate resolutions on such forms as may be presented or required by any such bank, said forms to be completed with such information as the executing Officers may deem to be in the best interest of the Company. All such resolutions which may be required by banks selected by the Company dealing with the designation of such banks as depositories are adopted as resolutions of the Board, and any Officer of the Company may hereafter attest to and execute such bank resolutions and/or forms without additional action of the Board.

5.3 Liability of Shareholder, Board Members and Officers. No Shareholder, Board member or Officer shall be liable for the obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Shareholder, any Board member or any Officer for liabilities of the Company. The Shareholder's and each Board member and Officer's liability shall be limited as set forth in the Act and other applicable law.

5.4 Indemnification. To the fullest extent not prohibited by applicable law, the Company shall indemnify the Shareholder and each Board member and Officer of the Company for all costs and expenses (including attorneys' fees and disbursements), losses, liabilities, and damages paid or accrued by such Shareholder, Board member or Officer in connection with any act or omission performed by such person in good faith on behalf of the Company. To the fullest extent not prohibited by applicable law, expenses (including attorneys' fees and disbursements) incurred by any such Shareholder, Board member or Officer, in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the Shareholder, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, subject to recapture by the Company following a later determination that such Shareholder, Board member or Officer was not entitled to indemnification hereunder. Notwithstanding the foregoing, no Shareholder, Board member or Officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such Shareholder, Board member or Officer receives a personal benefit in violation or breach of the Act or this Agreement.

ARTICLE VI.

SHAREHOLDER; CONTRIBUTIONS

6.1 Shareholder. The sole Shareholder of the Company is Gray Television Group, Inc., a Delaware corporation.

6.2 Capital Contributions.

(a) The Shareholder shall be deemed to have made a capital contribution to the Company in the amount of \$1,000.00.

(b) The above capital contribution is the only capital contribution required to be made by the Shareholder. Unless the Shareholder otherwise agrees, the Shareholder shall not be required to contribute any additional capital to the Company.

ARTICLE VII.
ALLOCATIONS AND DISTRIBUTIONS

7.1 Distributions. Except as provided in paragraph 7.2, the Company may make distributions as determined by the Board from time to time in accordance with this Agreement.

7.2 Limitations on Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company. No distribution shall be made to the Shareholder if such distribution is prohibited by the Act.

7.3 Distribution Upon Sale of Assets. Upon a sale of all, or substantially all, of the assets of the Company, the net proceeds thereof shall be distributed to the Shareholder.

ARTICLE VIII.
MEMBERSHIP INTERESTS

8.1 Units. In exchange for its capital contribution in Section 6.2 above, the Shareholder was issued by the Company 1,000 Units in the Company, which is one hundred percent (100%) of the ownership interests in the Company.

8.2 Disposition. The Shareholder's Units in the Company are transferable either voluntarily or by operation of law. The Shareholder may dispose of all or a portion of the Shareholder's Units. Upon the transfer of the Shareholder's Units, the transferee shall be admitted as a Shareholder at the time the transfer is completed.

ARTICLE IX.
ADMISSION OF ADDITIONAL SHAREHOLDERS

9.1 Additional Shareholders. The Shareholder may admit additional member(s) to the Company as Shareholders and determine the contributions to be made by, and Units issued to, such additional Shareholder(s). The Company and the Shareholder acknowledge that this Agreement governs the relationship between the Company, the Board and the Shareholder only. If the Shareholder admits additional Shareholder(s), or if at any time the Company otherwise has more than one Shareholder, the rights, obligations and duties of all of the Shareholders shall be set forth in an amended and restated operating agreement of the Company executed at the time of admission of such additional Shareholder(s) to the Company. Such amended and restated operating agreement shall supersede and replace this Agreement in its entirety.

ARTICLE X.
DISSOLUTION AND WINDING UP

10.1 Dissolution. The Company shall be dissolved and its affairs wound up or shall be terminated only upon the occurrence of any of the following events:

- (a) the Shareholder elects to dissolve the Company;

(b) there are no Shareholders; or

(c) the entry of a decree of judicial dissolution under the Act.

10.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, and its affairs shall be wound up in accordance with this Article X and the Act.

10.3 Winding Up, Liquidation and Distribution of Assets.

Upon the winding up of the Company, the Company property shall be distributed:

(a) first, to creditors, including the Shareholder if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) second, to the Shareholder.

Any such distributions shall be in cash or property or partly in both, as determined by the Board.

10.4 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed as provided in Section 10.3, Articles of Dissolution shall be executed and filed with the Secretary of State of Nevada in accordance with the Act.

**ARTICLE XI.
AMENDMENT**

11.1 Amendment. This Agreement may be amended or modified from time to time only by a written instrument signed by the Shareholder.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

12.1 Entire Agreement. This Agreement represents the entire Agreement between the Shareholder and the Company.

12.2 No Conflict of Interest. The Shareholder may have other business interests and engage in other activities in addition to and exclusive from those relating to the Company. Neither the Company nor any other Shareholder shall have any right by virtue of this Agreement in or to any such interests or activities of the Shareholder or to the income or proceeds derived therefrom. The Shareholder may transact business with the Company and, subject to applicable laws, has the same rights and obligations with respect thereto as any other person. No transaction between the Shareholder and the Company shall be voidable solely because the Shareholder has a direct or indirect interest in the transaction if either the transaction is fair and

reasonable to the Company or the other Shareholders authorize, approve and/or ratify the transaction in accordance with this Agreement or the Act.

12.3 Application of Nevada Law. This Agreement, the application and interpretation hereof shall be governed exclusively by its terms and the laws of the State of Nevada and specifically the Act.

12.4 Execution of Additional Instruments. The Shareholders hereby agree to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

12.5 Construction. Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.6 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.7 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart to this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

12.9 Further Assurances. The Shareholders agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Agreement.

12.10 No Rights of Creditors or Third Parties Under Agreement. This Agreement is entered into between the Company and the Shareholder for the exclusive benefit of the Company, the Shareholder and their respective successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent mandated by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Shareholder with respect to any contribution, any deficiency in the Shareholder's capital account (which the Shareholder shall *not* be obligated to restore), or otherwise.

12.11 Federal Income Tax Elections; Tax Status. All elections required or permitted to be made by the Company under The Internal Revenue Code of 1986, as amended from time to

time, or any corresponding provisions of succeeding law, or the regulations of the United States Department of Treasury promulgated thereunder shall be made by the Shareholder. As long as the Shareholder is the only Shareholder of the Company, the Company shall be taxed as a division of the Shareholder if the Shareholder is an entity other than an individual, trust, or estate and, if the Shareholder is an individual, estate, or trust, then as a sole proprietorship or as directly owned assets of the Shareholder. All provisions of the Articles and of this Agreement are to be construed so as to preserve the tax status under those circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Time.

“Shareholder”

GRAY TELEVISION GROUP, INC.,
a Delaware corporation

By: /s/ _____
Name: Robert S. Prather, Jr.
Title: President

“Company”

GRAY TELEVISION LICENSEE, LLC,
a Nevada limited liability company

By: Gray Television Group, Inc.,
a Delaware corporation
Its: Sole Member

By: /s/ _____
Name: Robert S. Prather, Jr.
Title: President

[JONES DAY LETTERHEAD]

June 23, 2010

Gray Television, Inc.
4370 Peachtree Road, NE
Atlanta, Georgia 30319

Re: Registration Statement on Form S-4 Filed by Gray Television, Inc. Relating to the Exchange Offer (as defined below)

Ladies and Gentlemen:

We have acted as counsel for Gray Television, Inc., a Georgia corporation (the "Company"), and the Subsidiary Guarantors (as defined below) in connection with the Registration Statement on Form S-4 to which this opinion has been filed as an exhibit (the "Registration Statement"). The Registration Statement relates to the proposed issuance and exchange (the "Exchange Offer") of up to \$365,000,000 aggregate principal amount of 10¹/₂% Senior Secured Second Lien Notes due 2015 of the Company (the "Exchange Notes") for an equal principal amount of 10¹/₂% Senior Secured Second Lien Notes due 2015 of the Company outstanding on the date hereof (the "Original Notes"). The Original Notes have been, and the Exchange Notes will be, issued pursuant to an Indenture, dated as of April 29, 2010 (as amended, supplemented or otherwise modified, the "Indenture"), by and among the Company, the companies listed on Exhibit A hereto (each, a "Covered Guarantor" and, together, the "Covered Guarantors"), the company listed on Exhibit B hereto (the "Other Guarantor"; the Other Guarantor and the Covered Guarantors are collectively referred to as the "Subsidiary Guarantors") and U.S. Bank National Association, as trustee (the "Trustee"). The Original Notes are, and the Exchange Notes will be, guaranteed (each, a "Subsidiary Guarantee") on a joint and several basis by the Subsidiary Guarantors.

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinions.

Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Exchange Notes, when they are executed by the Company, authenticated by the Trustee in accordance with the Indenture and issued and delivered in exchange for the Original Notes in accordance with the terms of the Exchange Offer, will constitute valid and binding obligations of the Company.
2. The Subsidiary Guarantee of the Exchange Notes (each, an "Exchange Guarantee" and together, the "Exchange Guarantees") of each Covered Guarantor, when it is issued and delivered in exchange for the Subsidiary Guarantee of the Original Notes (together, the "Original Guarantees") of that Covered Guarantor in accordance with the terms of the Exchange Offer, will constitute a valid and binding obligation of that Covered Guarantor.
3. The Exchange Guarantee of the Other Guarantor, when it is issued and delivered in exchange for the Original Guarantee of the Other Guarantor in accordance with the terms of the Exchange Offer, will constitute a valid and binding obligation of the Other Guarantor.

The opinions set forth above are subject to the following limitations, qualifications and assumptions:

For purposes of the opinions expressed herein, we have assumed that the Trustee has authorized, executed and delivered the Indenture and that the Indenture is the valid, binding and enforceable obligation of the Trustee.

The opinions expressed herein are limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws, and related regulations and judicial doctrines from time to time in effect relating to or affecting creditors' rights and remedies generally, and (ii) general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or in equity.

The opinions expressed herein are limited to (i) the laws of the State of New York, (ii) the laws of the State of Georgia and (iii) the General Corporation Law of the State of Delaware, including applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such laws, in each case as currently in effect, and we express no opinion or view as to the effect of any other law of the State of Delaware or the laws of any other jurisdiction on the opinions expressed herein.

We are not admitted or qualified to practice law in the state of Nevada. Therefore, in rendering the opinion expressed in Paragraph 3 above, we have relied solely upon the opinion of

Woodburn and Wedge, a copy of which has been filed as Exhibit 5.2 to the Registration Statement, with respect to matters governed by the laws of the State of Nevada.

We hereby consent to the reliance upon the opinions expressed herein by Woodburn and Wedge for purposes of its opinions being delivered and filed as Exhibit 5.2 to the Registration Statement. We also hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

Exhibit A

<u>Entity</u>	<u>Jurisdiction of Incorporation</u>
WVLT-TV, Inc.	Georgia
Gray Television Group, Inc.	Delaware

Exhibit B

Entity

Gray Television Licensee, LLC

**Jurisdiction of
Organization**

Nevada

[WOODBURN AND WEDGE LETTERHEAD]

June 23, 2010

Gray Television, Inc.
4370 Peachtree Road, NE
Atlanta, Georgia 30319

Re: Registration Statement on Form S-4 filed by Gray Television, Inc. and the Guarantors (as defined below) relating to the Exchange Offer (as defined below) for all outstanding 10¹/₂% Senior Secured Second Lien Notes due 2015

Ladies and Gentlemen:

We have acted as special Nevada counsel for Gray Television Licensee, LLC, a Nevada limited liability company (the "Nevada Subsidiary"), in connection with the Registration Statement on Form S-4 (the "Registration Statement"), which relates to the proposed issuance and exchange (the "Exchange Offer") of up to \$365,000,000 aggregate principal amount of 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes") of Gray Television, Inc., a Georgia corporation (the "Company"), for an equal principal amount of 10¹/₂% Senior Secured Second Lien Notes due 2015 of the Company outstanding on the date hereof (the "Outstanding Notes"), and the guarantee of the Exchange Notes by the Nevada Subsidiary and the other subsidiaries of the Company listed on Exhibit A hereto (the "Other Guarantors," and, together with the Nevada Subsidiary the "Guarantors").

The Outstanding Notes have been, and the Exchange Notes will be, issued under the Indenture dated as of April 29, 2010 (the "Indenture") by and among the Company, as issuer, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee"). Except as otherwise defined herein, terms used in this letter but not otherwise defined herein are used as defined in the Indenture.

With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent, if any,

otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

In connection with the opinions expressed herein, we have: (1) investigated such questions of law, and (2) examined such documents and records of the Nevada Subsidiary, the Officer's Certificate, as defined below, and other documents, as we have deemed necessary or appropriate for the purposes of this opinion. We have examined, among other documents, the following:

1. A copy of the Indenture;
2. The guarantee of the Nevada Subsidiary, which terms are set forth in the Indenture (the "Guarantee");
3. The Officer's Certificate of the Nevada Subsidiary delivered to us in connection with this opinion letter, a copy of which is attached hereto as Exhibit B (the "Officer's Certificate"); and
4. Copies of a certificate attached hereto as Exhibit C issued by the Secretary of State of the State of Nevada, as to the existence and good standing of the Nevada Subsidiary as of the date specified in the certificate (the "Good Standing Certificate").

The documents referred to in the immediately preceding paragraphs numbered 1 and 2 above are referred to herein collectively as the "Documents."

In all such examinations, we have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, representations and warranties contained in the Documents and the Officer's Certificate. We have not independently verified the accuracy and completeness of the information contained in the Officer's Certificate. In connection with the opinion in paragraph 1 below, we have relied solely upon the Good Standing Certificate as to the factual matters and legal conclusions set forth therein.

We have assumed that the Trustee has duly authorized, executed and delivered the Indenture and that the Indenture is the valid, binding and enforceable obligation of the Trustee.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

- (1) The Nevada Subsidiary has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Nevada.
-

(2) As of the date of the Indenture, the Nevada Subsidiary had all requisite limited liability company power and authority to enter into, and as of the date hereof the Nevada Subsidiary has the limited liability company power and authority to perform its obligations under, the Indenture.

(3) The execution, delivery and performance of the Indenture and the Guarantee of the Exchange Notes (the "Exchange Guarantee") by the Nevada Subsidiary have been authorized by all necessary limited liability company action of the Nevada Subsidiary.

(4) The Exchange Guarantee of the Nevada Subsidiary, when delivered in accordance with the terms of the Exchange Offer in exchange for the Guarantee of the Outstanding Notes (the "Outstanding Guarantee") of the Nevada Subsidiary, will be validly issued by the Nevada Subsidiary and will constitute valid and binding obligations of the Nevada Subsidiary.

The opinions set forth above are subject to the following qualifications:

(a) There not being any facts or circumstances relevant to such opinions not disclosed in the representations made in or pursuant to the Documents and the Officer's Certificate upon which we have relied, as noted above.

(b) We do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Documents.

(c) We are qualified to practice law only in the State of Nevada, and our opinions expressed herein are limited to the law of the State of Nevada. We specifically express no opinion on the law of any other state within the United States or the law of any foreign country. We, further, specifically express no opinion concerning the effect or applicability of the tax laws of the State of Nevada or the United States of America, the Securities Act of 1933, the Securities Exchange Act of 1934, other Federal securities laws and the securities laws of any state, including but not limited to the State of Nevada. We specifically express no opinion concerning the effect of applicability of the Bankruptcy Code as to the Company and the Guarantors. We specifically express no opinion concerning the effect or applicability of any licenses or permits required by any governmental authority. This opinion is limited to the matters expressly set forth herein, no opinion is implied or may be inferred beyond the matters expressly set forth herein.

(d) We are qualified to practice law only in the State of Nevada. Therefore, in rendering the opinion expressed in Paragraph 4 above, we have relied solely upon the opinion of Jones Day, a copy of which has been filed as Exhibit 5.1 to the Registration Statement, with respect to matters relating to the Company and the Guarantors governed by laws other than the laws of the State of Nevada as set forth in such Exhibit 5.1.

The opinion is furnished by us as special Nevada counsel for the Nevada Subsidiary and is rendered in connection with the transaction contemplated by the Documents and the Exchange Offer. This opinion may be relied on only in connection with the Documents and the Exchange

Gray Television, Inc.
June 23, 2010
Page 4 of 5

Offer. We hereby consent to the reliance by Jones Day upon the opinions expressed herein for purposes of any opinions being delivered by Jones Day filed as Exhibit 5.1 to the Registration Statement. We also consent to the filing of this opinion as Exhibit 5.2 to the Registration Statement and the filing of this consent shall not be deemed an admission that this firm is an expert within the meaning of § 7 of the Securities Act of 1933 or related rules of the United States Securities and Exchange Commission.

Very truly yours,

/s/ WOODBURN AND WEDGE

EXHIBIT "A"
OTHER GUARANTORS

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Gray Television Group, Inc.	Delaware
WVLT-TV, INC.	Georgia

GRAY TELEVISION, INC.
COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES

	Three Months Ended March 31, 2010	Year Ended December 31,				
		2009	2008	2007	2006	2005
(dollars in thousands)						
Earnings:						
Pre-tax (loss) income from continuing operations before adjustment for income or loss from equity investees	\$ (7,981)	\$ (34,307)	\$ (313,027)	\$ (35,694)	\$ 21,534	\$ 8,327
Add:						
Fixed charges(1)	27,366	95,157	64,746	70,186	73,277	57,652
Less:						
Preference security dividend requirements(2)	(7,714)	(25,551)	(10,143)	(2,502)	(6,013)	(10,269)
Total earnings (loss) as adjusted	\$ 11,671	\$ 35,299	\$ (258,424)	\$ 31,990	\$ 88,798	\$ 55,710
Fixed charges:						
Interest expensed and capitalized(3)	\$ 19,611	\$ 69,088	\$ 54,079	\$ 67,189	\$ 66,787	\$ 46,549
Estimate of interest within rental expense(4)	41	518	524	495	477	834
Preference security dividend requirements(2)	7,714	25,551	10,143	2,502	6,013	10,269
Total fixed charges	\$ 27,366	\$ 95,157	\$ 64,746	\$ 70,186	\$ 73,277	\$ 57,652
Ratio of earnings to fixed charges	—	—	—	—	1.21	—
Dollar amount of deficiency of earnings to cover fixed charges	\$ 15,695	\$ 59,858	\$ 323,170	\$ 38,196	\$ —	\$ 1,942

(1) See "Fixed charges" below for an itemization of components contained herein.

(2) Preference security dividend requirements are computed by dividing the dollar amount of dividends payable on the Company's outstanding preferred stock by (1 — the effective tax rate for the Company's continuing operations).

(3) Includes amortization of premiums, discounts and capitalized expenses related to indebtedness.

(4) Interest within rental expense is estimated at 33% of rental expense.

Consent of Independent Registered Public Accounting Firm

We consent to the use in this Registration Statement (No. 333-) on Form S-4 of Gray Television, Inc. of our report dated April 6, 2010, relating to our audits of the consolidated financial statements and internal control over financial reporting, appearing in the Prospectus, which is part of this Registration Statement, and of our report dated April 6, 2010, relating to the financial statement schedules appearing elsewhere in this Registration Statement.

We also consent to the reference to our firm under the caption "Experts" in such Prospectus.

/s/ McGladrey & Pullen, LLP
Ft. Lauderdale, Florida
June 23, 2010

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE
TRUST INDENTURE ACT OF 1939 OF A CORPORATION
DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) o

U.S. BANK NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

31-0841368

(I.R.S. Employer Identification No.)

800 Nicollet Mall
Minneapolis, Minnesota
(Address of principal executive offices)

55402
(Zip Code)

Jack Ellerin
U.S. Bank National Association
1349 West Peachtree Street
Suite 1050
Atlanta, Georgia 30309
(404) 898-8830

(Name, address and telephone number of agent for service)

Gray Television, Inc.
(exact name of obligor as specified in its charter)
SEE TABLE OF ADDITIONAL OBLIGORS

Georgia
(State or other jurisdiction of incorporation or organization)

58-0285030
(I.R.S. Employer Identification No.)

4370 Peachtree Road, N.E.
Atlanta, Georgia
(Address of principal executive offices)

30319
(Zip Code)

10 1/2% Senior Secured Second Lien Notes due 2015
Guarantees of 10 1/2% Senior Secured Second Lien Notes due 2015
(Title of the indenture securities)

TABLE OF ADDITIONAL OBLIGORS

<u>Exact Name of Registrant as Specified in its Charter(1)</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>IRS Employer Identification Number</u>
WVLT-TV, Inc.	Georgia	4833	58-2256206
Gray Television Group, Inc.	Delaware	4833	13-2982954
Gray Television Licensee, LLC	Nevada	4833	51-0376603

(1) The address and telephone number of each of the additional obligors is: 4370 Peachtree Road, NE, Atlanta, Georgia 30319; telephone (404) 504-9828.

Item 1.**General information.**

Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Washington, D.C.

Federal Deposit Insurance Company
Washington, D.C.

The Board of Governors of the Federal Reserve System
Washington, D.C.

- (b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2.**Affiliations with Obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Items 3.-14.

Items 3 – 14 are not applicable because, to the best of the knowledge of U.S. Bank National Association (the “Trustee”) the obligor is not in default under any indenture under which the Trustee acts as trustee.

Item 15.

Item 15 is not applicable because the Trustee is not a foreign trustee.

Item 16.**List of Exhibits.**

List below all exhibits filed as a part of this statement of eligibility; provided that exhibits identified in parentheses are filed with the Commission and are incorporated herein by reference as exhibits hereto pursuant to Rule 7a-29 under the Trust Indenture Act of 1939, as amended, and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of the Trustee as now in effect. (Exhibit 25.1 to Amendment No. 2 to Form S-4, Registration Number 333-128217, filed by Revlon Consumer Products Corp.)
 2. A copy of the certificate of authority of the Trustee to commence business, is contained in the articles of association referred to in Paragraph 1 above.
 3. A copy of the authorization of the Trustee to exercise corporate trust powers. (Exhibit 25.1 to Form S-3ASR, Registration Number 333-155592, filed by ONEOK, Inc.)
-

4. A copy of the existing by-laws of the Trustee as now in effect. (Exhibit 4 to Exhibit 25.1 to Form S-3, Registration Number 333-160020, filed by The Phoenix Companies, Inc.)
 5. A copy of each indenture referred to in Item 4, if the obligor is in default.
Not Applicable.
 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
 7. A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority as of the close of business on March 31, 2010, attached as Exhibit 7.
-

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta, State of Georgia, on the 23rd day of June, 2010.

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Jack Ellerin
Jack Ellerin
Vice President

Exhibit 6

CONSENT OF TRUSTEE

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION, hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District Authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: June 23, 2010

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Jack Ellerin
Jack Ellerin
Vice President

Exhibit 7

REPORT OF CONDITION

U.S. Bank National Association
Statement of Financial Condition
As of March 31, 2010
(000's)

	<u>03/31/2010</u>
ASSETS	
Cash and balances due from depository institutions	\$ 8,396,049
Securities	45,269,095
Federal funds sold and securities purchased under agreements to resell	3,774,651
Loans and lease financing receivables	180,918,939
Trading assets	1,093,896
Premises and fixed assets (including capitalized leases)	2,220,060
Other real estate owned	1,726,653
Investments in unconsolidated subsidiaries and associated companies	67,633
Intangible assets	13,355,160
Other assets	<u>20,687,148</u>
Total assets	<u>\$ 277,509,284</u>
LIABILITIES	
Deposits	\$ 194,167,405
Federal funds purchased and securities sold under agreements to repurchase	9,849,249
Trading liabilities	362,519
Other borrowed money	31,906,386
Subordinated notes and debentures	7,629,967
Other liabilities	6,648,045
Total liabilities	<u>\$ 250,563,571</u>
EQUITY CAPITAL	
Common stock	\$ 18,200
Surplus	12,642,020
Retained earnings	12,673,897
Noncontrolling (minority) interests in consolidated subsidiaries	1,611,596
Total equity capital	<u>\$ 26,945,713</u>
Total liabilities and equity capital	<u>\$ 277,509,284</u>

GRAY TELEVISION, INC.

LETTER OF TRANSMITTAL
OFFER TO EXCHANGE

Up to \$365,000,000
Aggregate Principal Amount of Newly
Issued 10½% Senior Secured Second Lien Notes due 2015

For

a Like Principal Amount of Outstanding
Restricted 10½% Senior Secured Second Lien Notes due 2015
issued in April 2010

Deliver to:

U.S. BANK NATIONAL ASSOCIATION, EXCHANGE AGENT

THE EXCHANGE OFFER WILL EXPIRE AT 9:00 A.M., NEW YORK CITY TIME, ON , 2010, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

As set forth in the Prospectus, dated , 2010 (the "Prospectus") and in this corresponding Letter of Transmittal, this form or one substantially similar must be used to accept the offer of Gray Television, Inc. (the "Company") to exchange its 10½% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933 (the "Securities Act"), for any and all of the Company's outstanding restricted 10½% Senior Secured Second Lien Notes due 2015 (the "Original Notes").

Capitalized terms used but not defined in this Letter of Transmittal have the meanings assigned to them in the Prospectus.

This form may be delivered by hand or transmitted by facsimile transmission, overnight courier or mailed to the exchange agent as indicated below.

*By Registered or Certified Mail, Overnight
Courier or Hand Delivery:*

Facsimile Transmission Number:

Confirm by Telephone or for Information:

U.S. Bank National Association
West Side Flats Operations Center
Attn: Specialized Finance
60 Livingston Avenue
Mail Station—EP-MN-WS2N
St. Paul MN 55107-2292

(651) 495-8158
Attention: Specialized Finance

(800) 934-6802

Please describe your Original Notes below.

DESCRIPTION OF ORIGINAL NOTES				
Type of Note	Name(s) and Address(es) of Registered Holders(s) (Please Complete, if Blank)	Certificate Number(s)	Aggregate Principal Amount of Original Notes Represented By Certificate(s)	Principal Amount of Original Notes Tendered*
10 1/2% Senior Secured Second Lien Notes due 2015				
			Subtotal	
			Total	

* You will be deemed to have tendered the entire principal amount of Original Notes of each series represented in the column labeled "Aggregate Principal Amount of Original Notes Represented by Certificate(s)" unless you indicate otherwise with respect to such series in the column labeled "Principal Amount of Original Notes Tendered." Original Notes may be tendered in whole or in part in denominations of \$1,000 and integral multiples thereof, provided that if any Original Notes are tendered for exchange in part, the untendered principal amount thereof must be at least \$2,000 or any integral multiple of \$1,000 in excess thereof.

If you need more space, list the certificate numbers and principal amount of Original Notes on a separate schedule, sign the schedule and attach it to this Letter of Transmittal.

Your delivery of this Letter of Transmittal will not be valid unless you deliver it to one of the addresses, or transmit it to the facsimile number, set forth above. Please carefully read this entire document, including the instructions, before completing this Letter of Transmittal. DO NOT DELIVER THIS LETTER OF TRANSMITTAL TO GRAY TELEVISION, INC.

By completing this Letter of Transmittal, you acknowledge that you have received our Prospectus dated _____, 2010 and this Letter of Transmittal, which together constitute the "Exchange Offer." This Letter of Transmittal and the Prospectus have been delivered to you in connection with the Company's offer to exchange New Notes for outstanding Original Notes.

The Company reserves the right, at any time or from time to time, to extend this Exchange Offer at its discretion, in which event the Expiration Date will mean the latest date to which the offer to exchange is extended.

This Letter of Transmittal is to be completed by a Holder (as defined below) of Original Notes if:

(1) the Holder is delivering certificates for Original Notes with this document; or

(2) the tender of certificates for Original Notes will be made by book-entry transfer to the account maintained by U.S. Bank National Association, the exchange agent, at The Depository Trust Company ("DTC") according to the procedures described in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering Original Notes." Please note that delivery of documents required by this Letter of Transmittal to DTC does not constitute delivery to the exchange agent.

A Holder may also tender its Original Notes by means of DTC's Automated Tender Offer Program ("ATOP"), subject to the terms and procedures of that system. If delivery is made through ATOP, the Holder must transmit an agent's message to the exchange agent's account at DTC. The term "agent's message" means a message, transmitted to DTC and received by the exchange agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the Holder agrees to be bound by this Letter of Transmittal and that the Company may enforce this Letter of Transmittal against the Holder.

You must tender your Original Notes according to the guaranteed delivery procedures described in this document and the Prospectus if:

- (1) your Original Notes are not immediately available;
- (2) you cannot deliver your Original Notes, this Letter of Transmittal and all required documents to the exchange agent on or before the Expiration Date; or
- (3) you are unable to obtain confirmation of a book-entry tender of your Original Notes into the exchange agent's account at DTC on or before the Expiration Date.

More complete information about guaranteed delivery procedures is contained in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering Original Notes — Guaranteed Delivery Procedures." You should also read Instruction 1 to determine whether or not this section applies to you.

As used in this Letter of Transmittal, the term "Holder" means (1) any person in whose name Original Notes are registered on the books of the Company, (2) any other person who has obtained a properly executed bond power from a registered holder or (3) any person in whose name Original Notes are held of record by DTC who desires to deliver such notes by book-entry transfer at DTC. If you are a Holder and decide to tender your Original Notes, you must complete this entire Letter of Transmittal.

You must follow the instructions in this Letter of Transmittal — please read this entire document carefully. If you have questions or need help, or if you would like additional copies of the Prospectus and this Letter of Transmittal, you should contact the exchange agent at its telephone number or address set forth above.

- o CHECK HERE IF YOU HAVE ENCLOSED ORIGINAL NOTES WITH THIS LETTER OF TRANSMITTAL.
- o CHECK HERE IF YOU WILL BE TENDERING ORIGINAL NOTES BY BOOK-ENTRY TRANSFER MADE TO THE EXCHANGE AGENT'S ACCOUNT AT DTC.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION (THIS TERM IS DEFINED BELOW):

Name of Tendering Institution: _____

DTC Participant Number: _____

Account Number: _____

Transaction Code Number: _____

- o CHECK HERE IF YOU ARE DELIVERING TENDERED ORIGINAL NOTES THROUGH A NOTICE OF GUARANTEED DELIVERY AND HAVE ENCLOSED THAT NOTICE WITH THIS LETTER OF TRANSMITTAL.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION:

Name(s) of Registered Holder(s) of Original Notes: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Window Ticket Number (if available): _____

Name of Institution that Guaranteed Delivery: _____

Account Number (if delivered by book-entry transfer): _____

**SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 AND 6)**

Complete this section ONLY if: (1) certificates for untendered Original Notes are to be issued in the name of someone other than you; (2) certificates for Exchange Notes issued in exchange for tendered and accepted Original Notes are to be issued in the name of someone other than you; or (3) Original Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account designated above

Issue Certificate(s) to:

Name _____
(Please Print)

Address _____

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

o Credit unexchanged original notes delivered by book-entry transfer to the DTC account set forth below:

(DTC Account Number, if Applicable)

**SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 AND 6)**

Complete this section ONLY if certificates for untendered Original Notes, or Exchange Notes issued in exchange for tendered and accepted Original Notes are to be sent to someone other than you, or to you at an address other than the address shown above.

Mail and deliver Certificate(s) to:

Name _____
(Please Print)

Address _____

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

(PLEASE ALSO COMPLETE SUBSTITUTE FORM W-9)

Ladies and Gentlemen:

According to the terms and conditions of the Exchange Offer, I hereby tender to the Company the principal amount of Original Notes indicated above. At the time these notes are accepted by the Company and exchanged for the same principal amount of Exchange Notes, I will sell, assign, and transfer to the Company all right, title and interest in and to the Original Notes I have tendered. I am aware that the exchange agent also acts as the agent of the Company. By executing this document, I irrevocably constitute and appoint the exchange agent as my agent and attorney-in-fact for the tendered Original Notes with full power of substitution to:

- cause the Original Notes to be assigned, transferred and exchanged.
- deliver certificates for the Original Notes, or transfer ownership of the Original Notes on the account books maintained by DTC, to the Company and deliver all accompanying evidences of transfer and authenticity to the Company; and
- present the Original Notes for transfer on the books of the Company, receive all benefits and exercise all rights of beneficial ownership of these Original Notes according to the terms of the Exchange Offer. The power of attorney granted in this paragraph is irrevocable and coupled with an interest.

With respect to the Original Notes, I represent and warrant that I have full power and authority to tender, exchange, assign and transfer the Original Notes that I am tendering and to acquire Exchange Notes issuable upon the exchange of the tendered Original Notes. I represent and warrant that the Company will acquire good and unencumbered title to such Original Notes, free and clear of all liens, restrictions, other than restrictions on transfer, charges and encumbrances, and that such Original Notes are not and will not be subject to any adverse claim at the time the Company acquires them. I further represent that:

- any Exchange Notes I will acquire in exchange for the Original Notes I have tendered will be acquired in the ordinary course of business;
- I have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to engage in, a distribution of any Exchange Notes issued to me;
- I am not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or its subsidiaries, or if I am an affiliate of the Company or its subsidiaries, I will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- I am not a broker-dealer who purchased the Original Notes for resale pursuant to an exemption under the Securities Act tendering Original Notes acquired directly from the Company for my own account; and
- I am not restricted by any law or policy of the SEC from trading the Exchange Notes acquired in the Exchange Offer.

I understand that the Exchange Offer is being made in reliance on interpretations contained in letters issued to third parties by the staff of the Securities and Exchange Commission. These letters provide that the Exchange Notes issued in exchange for the Original Notes in the Exchange Offer may be offered for resale, resold, and otherwise transferred by a Holder of Exchange Notes, unless that person is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act. The Exchange Notes must be acquired in the ordinary course of the Holder's business and the Holder must not be engaging in, must not intend to engage in, and must not have any arrangement or understanding with any person to participate in, a distribution of the Exchange Notes.

If I am a broker-dealer that will receive Exchange Notes for my own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, I acknowledge that I will deliver a prospectus in connection with any resale of the Exchange Notes. However, by this acknowledgment and by delivering a prospectus, I will not be deemed to admit that I am an "underwriter" within the meaning of the Securities Act.

Upon request, I will execute and deliver any additional documents deemed by the exchange agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the Original Notes I have tendered.

I understand that the Company will be deemed to have accepted validly tendered Original Notes when the Company gives oral or written notice of acceptance to the exchange agent and such acceptance will constitute performance in full by the Company of its obligations under the registration rights agreement, except in the limited circumstances defined in such agreement.

If, for any reason, any tendered Original Notes are not accepted for exchange in the Exchange Offer, certificates for those unaccepted Original Notes will be returned to me without charge at the address shown below or at a different address if one is listed under "Special Delivery Instructions." Any unaccepted Original Notes which had been tendered by book-entry transfer will be credited to an account at DTC as soon as reasonably possible after the Expiration Date.

All authority granted or agreed to be granted by this Letter of Transmittal will survive my death, bankruptcy or incapacity, and every obligation under this Letter of Transmittal is binding upon my heirs, legal representatives, successors, assigns, executors, administrators and trustees in bankruptcy of the transferor.

I understand that tenders of Original Notes according to the procedures described in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering Original Notes" and in the instructions included in this document constitute a binding agreement between myself and the Company subject to the terms and conditions of the Exchange Offer.

Unless I have described other instructions in this Letter of Transmittal under the section "Special Issuance Instructions," please issue the certificates representing Exchange Notes issued and accepted in exchange for my tendered and accepted Original Notes in my name, and issue any replacement certificates for Original Notes not tendered or not accepted for exchange in my name. Similarly, unless I have instructed otherwise under the section "Special Delivery Instructions," please send the certificates representing the Exchange Notes issued in exchange for tendered and accepted Original Notes and any certificates for Original Notes that were not tendered or not accepted for exchange, as well as any accompanying documents, to me at the address shown below my signature. If the "Special Issuance Instructions" and the "Special Delivery Instructions" are completed, please issue the certificates representing the Exchange Notes issued in exchange for my tendered and accepted Original Notes in the name(s) of, and/or return any Original Notes that were not tendered or accepted for exchange and send such certificates to, the person(s) so indicated. I understand that if the Company does not accept any of the tendered Original Notes for exchange, the Company has no obligation to transfer any Original Notes from the name of the registered Holder(s) according to my instructions in the "Special Issuance Instructions" and "Special Delivery Instructions" sections of this document.

**PLEASE SIGN HERE WHETHER OR NOT
ORIGINAL NOTES ARE BEING PHYSICALLY TENDERED HEREBY**

Signature(s) of Registered Holder(s) or Authorized Signatory (Date)

Area Code and Telephone Number(s): _____ (Date)

Tax Identification or Social Security Number(s): _____

The above lines must be signed by the registered Holder(s) of Original Notes as their name(s) appear(s) on the certificate for the Original Notes or by person(s) authorized to become registered Holders(s) by a properly completed bond power from the registered Holder(s). A copy of the completed bond power must be delivered with this Letter of Transmittal. If any Original Notes tendered through this Letter of Transmittal are held of record by two or more joint Holders, then all such Holders must sign this Letter of Transmittal. If the signature is by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must (1) state his or her full title below and (2) unless waived by the Company, submit evidence satisfactory to the Company of such person's authority to act on behalf of the Holder. See Instruction 4 for more information about completing this Letter of Transmittal.

Name(s): _____

Capacity: _____

Address: _____

(Include Zip Code)

Signature(s) Guaranteed by an Eligible Institution, if required by Instruction 4:

(Title)

(Name of Firm)

Dated _____, 2010

PAYER'S NAME: U.S. Bank National Association

PAYEE'S NAME:

PAYEE'S ADDRESS:

SUBSTITUTE

FORM W-9

Department of the Treasury
Internal Revenue Service

Payer's Request for
Taxpayer
Identification Number
(TIN)
and Certification

Part I: Taxpayer Identification Number

Social Security Number
OR

Employer Identification Number
(If awaiting TIN write "Applied For"
and complete Parts III and IV)

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Limited liability company: Enter tax classification (D = disregarded entity, C = corporation, P = partnership)
- _____

Other (specify)

Part II: For Payees exempt from Backup Withholding

For Payees Exempt from backup withholding, see the Guidelines below and complete as instructed therein.

Exempt _____

Part III: — Certification —

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien); a partnership, corporation, company or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Treasury regulations section 301.7701-7).

	<p>Certification Instructions — You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p> <p style="text-align: center;">Signature of U.S. Person Date</p>
--	---

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFERS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL INFORMATION.

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU WROTE "APPLIED FOR" IN
THE APPROPRIATE LINE IN PART I OF SUBSTITUTE FORM W-9**

PART IV: CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a TIN has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all reportable payments made to me pursuant to the Tender Offers will be withheld.

Signature

Date

**INSTRUCTIONS
PART OF THE TERMS AND CONDITIONS OF THE
EXCHANGE OFFER**

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND ORIGINAL NOTES. The tendered Original Notes or a confirmation of book-entry delivery, as well as a properly completed and executed copy or facsimile of this Letter of Transmittal or an agent's message through ATOP and any other required documents, must be received by the exchange agent at its address listed on the cover of this document before 9:00 a.m., New York City time, on the Expiration Date. YOU ARE RESPONSIBLE FOR THE DELIVERY OF THE ORIGINAL NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. EXCEPT UNDER THE LIMITED CIRCUMSTANCES DESCRIBED BELOW, THE DELIVERY OF THESE DOCUMENTS WILL BE CONSIDERED TO HAVE BEEN MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. WHILE THE METHOD OF DELIVERY IS AT YOUR RISK AND CHOICE, THE COMPANY RECOMMENDS THAT YOU USE AN OVERNIGHT OR HAND DELIVERY SERVICE RATHER THAN REGULAR MAIL. YOU SHOULD SEND YOUR DOCUMENTS WELL BEFORE THE EXPIRATION DATE TO ENSURE RECEIPT BY THE EXCHANGE AGENT. YOU MAY REQUEST THAT YOUR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE DELIVER YOUR ORIGINAL NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. DO NOT SEND YOUR ORIGINAL NOTES TO THE COMPANY.

If you wish to tender your Original Notes, but:

- (a) your Original Notes are not immediately available;
- (b) you cannot deliver your Original Notes, this Letter of Transmittal and all required documents to the exchange agent before the Expiration Date; or
- (c) you are unable to complete the book-entry tender procedure before the Expiration Date,

you must tender your Original Notes according to the guaranteed delivery procedure. A summary of this procedure follows, but you should read the section in the Prospectus titled "The Exchange Offer — Procedures for Tendering Original Notes — Guaranteed Delivery Procedures" for more complete information. As used in this Letter of Transmittal, an "Eligible Institution" is any participant in a Recognized Signature Guarantee Medallion Program within the meaning of Rule 17Ad-15 of the Exchange Act.

For a tender made through the guaranteed delivery procedure to be valid, the exchange agent must receive a properly completed and executed Notice of Guaranteed Delivery or a facsimile of that notice before the Expiration Date. The Notice of Guaranteed Delivery must be delivered by an Eligible Institution and must:

- (a) state your name and address;
- (b) list the certificate numbers and principal amounts of the Original Notes being tendered;
- (c) state that tender of your Original Notes is being made through the Notice of Guaranteed Delivery; and
- (d) guarantee that this Letter of Transmittal, or a facsimile of it, the certificates representing the Original Notes, or a confirmation of DTC book-entry transfer, and all other required documents will be deposited with the exchange agent by the Eligible Institution within three New York Stock Exchange trading days after the Expiration Date.

The exchange agent must receive your Original Notes certificates, or a confirmation of DTC book entry, in proper form for transfer, this Letter of Transmittal and all required documents within three New York Stock Exchange trading days after the Expiration Date or your tender will be invalid and may not be accepted for exchange.

The Company has the sole right to decide any questions about the validity, form, eligibility, time of receipt, acceptance or withdrawal of tendered Original Notes, and its decision will be final and binding. The Company's

interpretation of the terms and conditions of the Exchange Offer, including the instructions contained in this Letter of Transmittal and in the Prospectus, will be final and binding on all parties.

The Company has the absolute right to reject any or all of the tendered Original Notes if:

- (1) the Original Notes are not properly tendered; or
- (2) in the opinion of counsel, the acceptance of those Original Notes would be unlawful.

The Company may also decide to waive any conditions of the Exchange Offer or any defects or irregularities of tender of Original Notes and accept such Original Notes for exchange whether or not similar defects or irregularities are waived in the case of other Holders. Any defect or irregularity in the tender of Original Notes that is not waived by the Company must be cured within the period of time set by the Company.

It is your responsibility to identify and cure any defect or irregularity in the tender of your Original Notes. Your tender of Original Notes will not be considered to have been made until any defect or irregularity is cured or waived. Neither the Company, the exchange agent nor any other person is required to notify you that your tender was defective or irregular, and no one will be liable for any failure to notify you of such a defect or irregularity in your tender of Original Notes. As soon as reasonably possible after the Expiration Date, the exchange agent will return to the Holder tendering any Original Notes that were invalidly tendered if the defect or irregularity has not been cured or waived.

2. TENDER BY HOLDER. You must be a Holder of Original Notes in order to participate in the Exchange Offer. If you are a beneficial holder of Original Notes who wishes to tender, but you are not the registered Holder, you must arrange with the registered Holder to execute and deliver this Letter of Transmittal on his, her or its behalf. Before completing and executing this Letter of Transmittal and delivering the registered Holder's Original Notes, you must either make appropriate arrangements to register ownership of the Original Notes in your name or obtain a properly executed bond power from the registered Holder. The transfer of registered ownership of Original Notes may take a long period of time.

3. PARTIAL TENDERS. Tenders of Original Notes pursuant to the Exchange Offer will be accepted only in principal amounts equal to \$1,000 or integral multiples of \$1,000. If you are tendering less than the entire principal amount of Original Notes represented by a certificate, you should fill in the principal amount you are tendering in the third column of the box entitled "Description of Original Notes." The entire principal amount of Original Notes listed on the certificate delivered to the exchange agent will be deemed to have been tendered unless you fill in the appropriate box. If the entire principal amount of all Original Notes is not tendered, a certificate will be issued for the principal amount of those untendered Original Notes not tendered.

Unless a different address is provided in the appropriate box on this Letter of Transmittal, certificate(s) representing Exchange Notes issued in exchange for any tendered and accepted Original Notes will be sent to the registered Holder at his or her registered address promptly after the Original Notes are accepted for exchange. In the case of Original Notes tendered by book-entry transfer, any untendered Original Notes and any Exchange Notes issued in exchange for tendered and accepted Original Notes will be credited to accounts at DTC.

4. SIGNATURES ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

- If you are the registered Holder of the Original Notes tendered with this document and are signing this Letter of Transmittal, your signature must match exactly with the name(s) written on the face of the Original Notes. There can be no alteration, enlargement or change in your signature in any manner. If certificates representing the Exchange Notes, or certificates issued to replace any Original Notes you have not tendered, are to be issued to you as the registered Holder, do not endorse any tendered Original Notes, and do not provide a separate bond power.
 - If you are not the registered Holder, or if Exchange Note or any replacement Original Note certificates will be issued to someone other than you, you must either properly endorse the Original Notes you have tendered or
-

deliver with this Letter of Transmittal a properly completed separate bond power. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.

- If you are signing this Letter of Transmittal but are not the registered Holder(s) of any Original Notes listed on this document under the heading "Description of Original Notes," the Original Notes tendered must be endorsed or accompanied by appropriate bond powers, in each case signed in the name of the registered Holder(s) exactly as it appears on the Original Notes. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- If this Letter of Transmittal, any Original Notes tendered or any bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, offices of corporations or others acting in a fiduciary or representative capacity, that person must indicate their title or capacity when signing. Unless waived by the Company, evidence satisfactory to the Company of that person's authority to act must be submitted with this Letter of Transmittal. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- All signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution unless one of the following situations apply:
- If this Letter of Transmittal is signed by the registered Holder(s) of the Original Notes tendered with this Letter of Transmittal and such Holder(s) has not completed the box titled "Special Issuance Instructions" or the box titled "Special Delivery Instructions;" or
- If the Original Notes are tendered for the account of an Eligible Institution.

5. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If different from the name and address of the person signing this Letter of Transmittal, you should indicate, in the applicable box or boxes, the name and address where Original Notes issued in replacement for any untendered or tendered but unaccepted Original Notes should be issued or sent. If replacement Original Notes are to be issued in a different name, you must indicate the taxpayer identification or social security number of the person named.

6. TRANSFER TAXES. The Company will pay all transfer taxes, if any, applicable to the exchange of Original Notes in the Exchange Offer. However, transfer taxes will be payable by you (or by the tendering Holder if you are signing this letter on behalf of a tendering Holder) if:

- certificates representing Exchange Notes or notes issued to replace any Original Notes not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, a person other than the registered Holder;
- tendered Original Notes are registered in the name of any person other than the person signing this Letter of Transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Original Notes according to the Exchange Offer. If satisfactory evidence of the payment of those taxes or an exemption from payment is not submitted with this Letter of Transmittal, the amount of those transfer taxes will be billed directly to the tendering Holder. Until those transfer taxes are paid, the Company will not be required to deliver any Exchange Notes required to be delivered to, or at the direction of, such tendering Holder.

Except as provided in this Instruction 6, it is not necessary for transfer tax stamps to be attached to the Original Notes listed in this Letter of Transmittal.

7. FORM W-9. You must provide the exchange agent with a correct Taxpayer Identification Number ("TIN") for the Holder on the enclosed Form W-9. If the Holder is an individual, the TIN is his or her social security number. If you do not provide the required information on the Form W-9, you may be subject to 30% Federal income tax withholding on certain payments made to the Holders of Exchange Notes. Certain Holders, such as corporations and certain foreign individuals, are not subject to these backup withholding and reporting requirements. For additional information, please read the enclosed Guidelines for Certification of TIN on Substitute Form W-9. To prove to the

exchange agent that a foreign individual qualifies as an exempt Holder, the foreign individual must submit a Form W-8, signed under penalties of perjury, certifying as to that individual's exempt status. You can obtain a Form W-8 from the exchange agent.

8. **WAIVER OF CONDITIONS.** The Company may choose, at any time and for any reason, to amend, waive or modify certain of the conditions to the Exchange Offer. The conditions applicable to tenders of Original Notes in the Exchange Offer are described in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering Original Notes."

9. **MUTILATED, LOST, STOLEN OR DESTROYED ORIGINAL NOTES.** If your Original Notes have been mutilated, lost, stolen or destroyed, you should contact the exchange agent at the address listed on the cover page of this document for further instructions.

10. **REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.** If you have questions, need assistance or would like to receive additional copies of the Prospectus or this Letter of Transmittal, you should contact the exchange agent at the address listed on the cover page of this document. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER — Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer Identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the Payer.

For this type of account:

Give NAME and SOCIAL SECURITY number (SSN) of:

1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4. (a) The usual revocable savings trust (grantor is also trustee)	The grantor-trustee (1)
(b) So-called trust account that is not a legal or valid trust under state law	The actual owner (1)
5. Sole proprietorship or single-owner LLC not electing corporate status on Form 8832	The owner (3)

For this type of account:

Give NAME and EMPLOYER IDENTIFICATION number (EIN) of:

6. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) (4)
7. Corporation or LLC electing corporate status on Form 8832	The corporation
8. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
9. Partnership or multi-member LLC not electing corporate status on Form 8832	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as State or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's SSN.
- (3) You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).
- (4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

Section references are to the Internal Revenue Code of 1986, as amended.

Obtaining a Number. If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Card, from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number, from the Internal Revenue Service (the "IRS") and apply for a number.

Payees Exempt from Backup Withholding. The following is a list of payees exempt from backup withholding. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker is also exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding or information reporting: medical and health care payments, attorneys' fees and payments for services paid by a federal executive agency. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions and patronage dividends.

- (1) A corporation.
- (2) An organization exempt from tax under section 501(a), or an individual retirement plan ("IRA"), or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- (3) The United States or any of its agencies or instrumentalities.
- (4) A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- (5) A foreign government or any of its political subdivisions, agencies or instrumentalities.
- (6) An international organization or any of its agencies or instrumentalities.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
- (12) A common trust fund operated by a bank under section 584a.
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or custodian.
- (15) A trust exempt from tax under section 664 or described in section 4947.

Exempt payees described above should file Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TIN, PLACE A CHECKMARK ON THE LINE NEXT TO "EXEMPT" IN PART II, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER.

Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. NOTE: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Payments that are not subject to information reporting are also not subject to backup withholding. For details see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and the regulations under such sections.

Privacy Act Notice. Section 6109 requires you to give your correct taxpayer identification number to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. The IRS also may disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal non-tax criminal laws and to combat terrorism. You must provide your taxpayer identification number whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties.

(1) Penalty for Failure to Furnish Taxpayer Identification Number. If you fail to furnish your taxpayer identification number to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information with Respect to Withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

(3) Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**FOR ADDITIONAL INFORMATION CONTACT YOUR
TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE**

GRAY TELEVISION, INC.
NOTICE OF GUARANTEED DELIVERY
Relating to its Offer to Exchange
Up to \$365,000,000
Aggregate Principal Amount of Newly
Issued 10¹/₂% Senior Secured Second Lien Notes due 2015
For
a Like Principal Amount of Outstanding
Restricted 10¹/₂% Senior Secured Second Lien Notes due 2015
issued in April 2010

THE EXCHANGE OFFER WILL EXPIRE AT 9:00 A.M., NEW YORK CITY TIME, ON _____, 2010, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

This Notice of Guaranteed Delivery relates to the offer of Gray Television, Inc. (the "Company") to exchange, upon the terms and subject to the conditions set forth in the Company's prospectus, dated _____, 2010 (the "Prospectus") and in the corresponding letter of transmittal (the "Letter of Transmittal"), its 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933 (the "Securities Act"), for any and all of the Company's outstanding restricted 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "Original Notes").

If the Original Notes, the Letter of Transmittal or any other required documents cannot be delivered to the exchange agent, or the procedure for book-entry transfer cannot be completed, prior to 9:00 a.m., New York City time, on the Expiration Date (as defined in the Prospectus), then this form may be delivered by hand or (in the case of an Eligible Institution) transmitted by facsimile transmission, overnight courier or mailed to the exchange agent as indicated below.

Deliver to:
U.S. BANK NATIONAL ASSOCIATION
EXCHANGE AGENT

*By Registered or Certified Mail,
Overnight Courier or Hand Delivery:*

*U.S. Bank National Association
West Side Flats Operations Center
Attn: Specialized Finance
60 Livingston Avenue
Mail Station—EP-MN-WS2N
St. Paul MN 55107-2292*

Facsimile Transmission Number:

*(651) 495-8158
Attention: Specialized Finance*

*Confirm by Telephone or for
Information:*

(800) 934-6802

DELIVERY OF THIS NOTICE TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE, OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

This form is not to be used to guarantee signatures. If a signature on the Letter of Transmittal to be used to tender Original Notes is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to the Company, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which is hereby acknowledged, Original Notes pursuant to guaranteed delivery procedures set forth in Instruction 1 of the Letter of Transmittal. The undersigned guarantees that within three New York Stock Exchange trading days after the Expiration Date, the Original Notes, in proper form for transfer, or book-entry confirmation, as the case may be, will be delivered together with a properly completed and duly executed Letter of Transmittal and any other required documents.

The undersigned understands that tenders of Original Notes will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof. The undersigned understands that tenders of Original Notes pursuant to the Exchange Offer may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer — Withdrawal Rights" section of the Prospectus.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death, incapacity or dissolution of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

NOTE: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW.

Complete this section if you are tendering Original Notes:

Certificate No(s), for Original Notes (if available):

Principal Amount of Original Notes Represented by Certificates:

Principal Amount of Original Notes Tendered:

Signature(s):

Dated:

If your Original Notes will be delivered by book-entry transfer at The Depository Trust Company, Depository Account No.:

This Notice of Guaranteed Delivery must be signed by the registered holder(s) of Original Notes exactly as its (their) name(s) appear on certificates of Original Notes or on a security position listing as the owner of Original Notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es)

Name(s): _____

Capacity: _____

Address(es): _____

Area Code and Telephone No.: _____

GUARANTEE

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934 (the "Exchange Act"), hereby:

(a) represents that the above named person(s) own(s) the Original Notes to be tendered; and

(b) guarantees that delivery to the exchange agent of certificates for the Original Notes to be tendered, in proper form for transfer (or confirmation of the book-entry transfer of such Original Notes into the exchange agent's account at The Depository Trust Company, pursuant to the procedures for book-entry transfer set forth in the Prospectus), with delivery of a properly completed and duly executed (or manually signed facsimile) Letter of Transmittal with any required signatures and any other required documents, will be received by the exchange agent at its address set forth above within three New York Stock Exchange trading days after the Expiration Date.

I HEREBY ACKNOWLEDGE THAT I MUST DELIVER THE LETTER OF TRANSMITTAL AND ORIGINAL NOTES TO BE TENDERED TO THE EXCHANGE AGENT WITHIN THE TIME PERIOD SET FORTH AND THAT FAILURE TO DO SO COULD RESULT IN FINANCIAL LOSS TO ME.

Name of Firm	Authorized Signature
Address	Title
Zip Code	Name: _____ (Please Type or Print)
Area Code and Telephone No.: _____	Dated: _____

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS FORM; ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL SO THAT THEY ARE RECEIVED BY THE EXCHANGE AGENT WITHIN THREE NEW YORK STOCK EXCHANGE TRADING DAYS AFTER THE EXPIRATION DATE.

GRAY TELEVISION, INC.
LETTER TO
DEPOSITORY TRUST COMPANY PARTICIPANTS
Relating to its Offer to Exchange
Up to \$365,000,000
Aggregate Principal Amount of Newly
Issued 10½% Senior Secured Second Lien Notes due 2015
For
a Like Principal Amount of Outstanding
Restricted 10½% Senior Secured Second Lien Notes due 2015
issued in April 2010

THE EXCHANGE OFFER WILL EXPIRE AT 9:00 A.M., NEW YORK CITY TIME, ON _____, 2010, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

To Depository Trust Company Participants:

We are enclosing herewith the material listed below relating to the offer by Gray Television, Inc. (the "Company") to exchange, upon the terms and subject to the conditions set forth in the Prospectus and Letter of Transmittal enclosed herewith (which together constitute the "Exchange Offer"), its 10½% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933 (the "Securities Act"), for any and all of the Company's outstanding restricted 10½% Senior Secured Second Lien Notes due 2015 (the "Original Notes").

Enclosed are copies of the following documents:

1. Prospectus, dated _____, 2010;
2. Letter of Transmittal;
3. Notice of Guaranteed Delivery; and
4. Letter to Clients that may be sent to your clients for whose account you hold Original Notes in your name or in the name of your nominee, with space provided for obtaining such client's instruction with regard to the Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire on the Expiration Date unless extended.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered.

Pursuant to the letter of transmittal, each holder of Original Notes will represent to the Company that:

- (i) any Exchange Notes that the holder will acquire in exchange for Original Notes will be acquired in the ordinary course of business of the holder;
 - (ii) the holder has not engaged in, does not intend to engage in, and has no arrangement or understanding with any person to engage in, a distribution of any Exchange Notes issued to the holder;
 - (iii) the holder is not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or its subsidiaries, or if the holder is an affiliate of the Company or its subsidiaries, the holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
-

(iv) the holder is not a broker-dealer who purchased the Original Notes for resale pursuant to an exemption under the Securities Act tendering Original Notes acquired directly from the Company for the holder's own account; and

(v) the holder is not restricted by any law or policy of the SEC from trading the Exchange Notes acquired in the Exchange Offer.

If the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making or other trading activities, it will represent that the Original Notes were acquired as a result of market-making activities or other trading activities, and it will acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of those Exchange Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of those Exchange Notes, the broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The enclosed Letter to Clients contains an authorization by the beneficial owners of the Original Notes for you to make the foregoing representations.

The Company will not pay any fee or commission to any broker or dealer to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer. The Company will pay or cause to be paid any transfer taxes payable on the transfer of Original Notes to it, except as otherwise provided in Instruction 6 of the enclosed letter of transmittal.

Additional copies of the enclosed material may be obtained from the undersigned.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

GRAY TELEVISION, INC.

OFFER TO EXCHANGE

Up to \$365,000,000

Aggregate Principal Amount of Newly
Issued 10½% Senior Secured Second Lien Notes due 2015

For

a Like Principal Amount of Outstanding
Restricted 10½% Senior Secured Second Lien Notes due 2015
issued in April 2010

THE EXCHANGE OFFER WILL EXPIRE AT 9:00 A.M., NEW YORK CITY TIME, ON _____, 2010, UNLESS EXTENDED (THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

To Our Clients:

We are enclosing herewith a prospectus, dated _____, 2010, of Gray Television, Inc. (the "Company") and the accompanying letter of transmittal that together constitute the offer by the Company (the "Exchange Offer") to exchange, upon the terms and subject to the conditions therein, its 10½% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933 (the "Securities Act"), for any and all of the Company's outstanding restricted 10½% Senior Secured Second Lien Notes due 2015 (the "Original Notes").

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered.

We are the holder of record of Original Notes held by us for your own account. A tender of such Original Notes can be made only by us as the record holder and pursuant to your instructions. The letter of transmittal is furnished to you for your information only and cannot be used by you to tender Original Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Original Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may, on your behalf, make the representations contained in the letter of transmittal.

Pursuant to the letter of transmittal, each holder of Original Notes will represent to the Company that:

- (i) any Exchange Notes that the holder will acquire in exchange for Original Notes will be acquired in the ordinary course of business of the holder;
 - (ii) the holder has not engaged in, does not intend to engage in, and has no arrangement or understanding with any person to engage in, a distribution of any Exchange Notes issued to the holder;
 - (iii) the holder is not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or its subsidiaries, or if the holder is an affiliate of the Company or its subsidiaries, the holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
 - (iv) the holder is not a broker-dealer who purchased the Original Notes for resale pursuant to an exemption under the Securities Act tendering Original Notes acquired directly from the Company for the holder's own account; and
 - (v) the holder is not restricted by any law or policy of the SEC from trading the Exchange Notes acquired in the Exchange Offer.
-

If the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making or other trading activities, it will represent that the Original Notes were acquired as a result of market-making activities or other trading activities, and it will acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of those Exchange Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of those Exchange Notes, the broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Please return your instructions to us in the enclosed envelope within ample time to permit us to submit a tender on your behalf prior to the Expiration Date.

**INSTRUCTION TO
BOOK-ENTRY TRANSFER PARTICIPANT**

To Participant of DTC:

The undersigned hereby acknowledges receipt of the prospectus, dated _____, 2010 (the "Prospectus") of Gray Television, Inc. (the "Company"), and the accompanying letter of transmittal (the "Letter of Transmittal"), that together constitute the Company's offer (the "Exchange Offer") to exchange, upon the terms and subject to the conditions therein 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933 (the "Securities Act"), for any and all of the Company's outstanding restricted 10¹/₂% Senior Secured Second Lien Notes due 2015 (the "Original Notes").

Capitalized terms used but not defined herein have the meanings assigned to them in the Prospectus.

This will instruct you, the DTC participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is (fill in amount):

\$___ of the Original Notes.

With respect to the Exchange Offer, we hereby instruct you (check appropriate statement):

A. **o TO TENDER** the following Original Notes held by you for our account (insert principal amount of Original Notes to be tendered in an integral multiple of \$1,000):

\$___ of the Original Notes, and not to tender other outstanding Original Notes, if any, held by you for our account;

OR

B. **o NOT TO TENDER** any Original Notes held by you for our account.

If we instruct you to tender the Original Notes held by you for our account, it is understood that you are authorized to make, on behalf of us (and, by signing below, we hereby make to you), the representations contained in the Letter of Transmittal that are to be made with respect to us as a beneficial owner, including, but not limited to, the representations that:

(i) any Exchange Notes that we will acquire in exchange for Original Notes will be acquired in the ordinary course of our business;

(ii) we have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to engage in, a distribution of any Exchange Notes issued to us;

(iii) we are not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or its subsidiaries, or if the holder is an affiliate of the Company or its subsidiaries, the holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;

(iv) we are not a broker-dealer who purchased the Original Notes for resale pursuant to an exemption under the Securities Act tendering Original Notes acquired directly from the Company for our own account; and

(v) we are not restricted by any law or policy of the SEC from trading the Exchange Notes acquired in the exchange offer.

If we are a broker-dealer that will receive Exchange Notes for our own account in exchange for Original Notes, we represent that the Original Notes were acquired as a result of market-making activities or other trading activities,

and we acknowledge that we will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of those Exchange Notes. By acknowledging that we will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, we are not deemed to admit that we are an "underwriter" within the meaning of the Securities Act.

Name of beneficial owner(s): _____

Signature(s): _____

Name(s) (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Date: _____