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February 22, 2008

VIA E-MAIL AND U.S. MAIL

The Honorable Sarah E. Parker
Chief Justice, North Carolina Supreme Court
c/o David F. Hoke
Justice Building
Post Office Box 1841
Raleigh, North Carolina 27602

Re: *Wachovia Bank, National Association, Wachovia Investment Holdings, LLC and Wachovia Capital Markets, LLC*

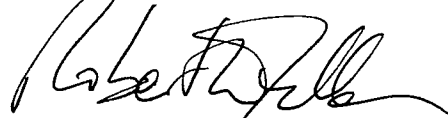
Dear Chief Justice Parker:

We are counsel for the Plaintiffs in this action. Pursuant to N.C. Gen. Stat. § 7A-45.4 and Business Court Rule 3, enclosed please find Plaintiffs' Notice of Designation of Action as a Mandatory Complex Business Case Under N.C. Gen. Stat. § 7A-45.4. We are simultaneously delivering this Notice to Chief Business Court Judge Tennille (by email) and to the Defendants' registered agents.

With best regards,

Sincerely,

ROBINSON, BRADSHAW & HINSON, P.A.



Robert W. Fuller

RWF/jjo

Enclosures

cc (w/enc): The Honorable Ben F. Tennille (via email)
Providence Equity Partners Inc. (via Federal Express)
Newport Television LLC (via Federal Express)

Attorneys at Law

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February 22, 2008

VIA E-MAIL

The Honorable Ben F. Tennille
North Carolina Business Court
211 N. Greene Street
Greensboro, North Carolina 27401

Re: *Wachovia Bank, National Association, Wachovia Investment Holdings, LLC and Wachovia Capital Markets, LLC;*
Action Brought in Mecklenburg County Superior Court

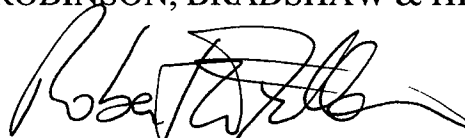
Dear Judge Tennille:

We are counsel for the Plaintiffs in this action. Pursuant to N.C. Gen. Stat. § 7A-45.4 and Business Court Rule 3, enclosed please find Plaintiffs' Notice of Designation of Action as a Mandatory Complex Business Case Under N.C. Gen. Stat. § 7A-45.4. We are simultaneously delivering this Notice to the Chief Justice of the Supreme Court (by email to David Hoke) and to the Defendants' registered agents.

With best regards,

Sincerely,

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Enclosure

cc (w/enc): The Honorable Sarah E. Parker, c/o David F. Hoke (via email and U.S. Mail)
Providence Equity Partners Inc. (via Federal Express)
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Attorneys at Law

101 North Tryon Street, Suite 1900, Charlotte, NC 28246

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

MECKLENBURG COUNTY, C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO. 08-cvs-4056

WACHOVIA BANK, NATIONAL
ASSOCIATION, WACHOVIA
INVESTMENT HOLDINGS, LLC and
WACHOVIA CAPITAL MARKETS, LLC,

Plaintiffs,

v.

NEWPORT TELEVISION LLC and
PROVIDENCE EQUITY PARTNERS INC.,

Defendants.

NOTICE OF DESIGNATION OF ACTION AS
MANDATORY COMPLEX BUSINESS CASE
UNDER N.C. GEN. STAT. § 7A-45.4
BY PLAINTIFFS

Pursuant to N.C. Gen. Stat. § 7A-45.4, Plaintiffs Wachovia Bank, National Association, Wachovia Investment Holdings, LLC, and Wachovia Capital Markets, LLC (collectively, the "Plaintiffs"), hereby designate the above-captioned action as a mandatory complex business case. In good faith and based on information reasonably available, the Plaintiffs, through counsel, hereby certify that this action meets the following criteria for designation as a mandatory complex business case pursuant N.C. Gen. Stat. § 7A-45.4(a), and should be adjudicated in the Business Court:

- (1) The law governing corporations, partnerships, limited liability companies, and limited liability partnerships.
- (2) Securities law.
- (3) Antitrust law, except claims based solely on unfair competition under N.C. Gen. Stat. § 75-1.1.
- (4) State trademark or unfair competition law, except claims based solely on unfair competition under N.C. Gen. Stat. § 75-1.1.
- (5) Intellectual property law.
- (6) The Internet, electronic commerce, and biotechnology.

Briefly explain (attach additional sheets if necessary) why the action falls within the specific categories of N.C. Gen. Stat. § 7A-45.4(a) checked above, as well as any additional information you believe may be helpful to the Court in determining whether the Business Court should retain jurisdiction of this matter:

PLEASE SEE ATTACHED PAGE WITH EXPLANATION

The above listing of the reasons supporting designation is not exhaustive of the issues and defenses in this case and is furnished for illustrative purposes only.

A copy of the pleadings that have been filed to date in this action is attached hereto as Exhibit A for the convenience of the Court.

In accordance with N.C. Gen. Stat. § 7A-45.4(b), this Notice of Designation is being forwarded simultaneously by email transmission to the Honorable Ben F. Tennille, Chief Special Superior Court Judge for Complex Business Cases and by email transmission to the Honorable Sarah E. Parker, Chief Justice of the Supreme Court. In addition, this Notice of Designation is being served on the registered agents for the parties to this action.

This 22nd day of February, 2008.



Robert W. Fuller

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**Attorneys for Plaintiffs Wachovia Bank,
National Association, Wachovia Investment
Holdings, LLC and Wachovia Capital Markets,
LLC**

**PLAINTIFFS' ATTACHMENT TO NOTICE OF DESIGNATION OF ACTION AS
MANDATORY COMPLEX BUSINESS CASE UNDER N.C. GEN. STAT. § 7A-45.4**

The Complaint, included in Exhibit A attached hereto and served on Defendants contemporaneously with this Notice of Designation, alleges that the Defendants entered into an acquisition transaction to acquire certain broadcast television assets for One Billion Two Hundred Twenty-Five Million Dollars (\$1,225,000,000.00) and that Plaintiffs are lenders who agreed, subject to certain terms and conditions, to provide or arrange financing for this acquisition. (Complaint ¶ 2.) In the Complaint, Plaintiffs further allege that certain actions on behalf of Defendants and certain materially changed circumstances have resulted in the Plaintiffs having no obligations under the Commitment Letter. (Complaint ¶¶ 3-4.) In fact, Defendants and the Seller are currently engaged in litigation in the Delaware Court of Chancery (Clear Channel Broadcasting, Inc. v. Newport Television, LLC) to which Plaintiffs are not parties concerning whether Seller is obligated to close the transaction. Plaintiffs bring this action to obtain a judicial declaration of their rights and obligations pursuant to the Commitment Letter including a decree that the Plaintiffs have no obligations to provide the financing contemplated in the Commitment Letter. (Complaint ¶ 5.) This action involves the law governing corporations and limited liability companies, including issues involving mergers and acquisitions and the interpretation of business agreements relating thereto, falls within the jurisdiction of the Business Court, and adjudication of this action in the Business Court is completely consistent with the purposes for which the Business Court was established.

EXHIBIT

A

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
Civil Action No: 08-CvS- 4056

WACHOVIA BANK, NATIONAL
ASSOCIATION, WACHOVIA
INVESTMENT HOLDINGS, LLC and
WACHOVIA CAPITAL MARKETS, LLC,

Plaintiffs,

v.

NEWPORT TELEVISION LLC
(FORMERLY KNOWN AS TV
ACQUISITION LLC) AND PROVIDENCE
EQUITY PARTNERS INC.,

Defendants.

COMPLAINT

BY

FILED
2008 FEB 22 PM 3:35
MECKLENBURG COUNTY, N.C.

Plaintiffs Wachovia Bank, National Association (“Wachovia Bank”), Wachovia Investment Holdings, LLC (“Wachovia Investments”), and Wachovia Capital Markets, LLC (“Wachovia Securities”), allege:

1. Plaintiffs seek a declaration that Plaintiffs and other lenders (the “Initial Lenders”) have no obligation to provide or arrange secured financing for an acquisition transaction (the “Acquisition”) whereby defendant Providence Equity Partners Inc. (“Providence”), through an entity created and controlled by Providence known as Newport Television LLC (“Newport” or “Buyer”), agreed to acquire the broadcast television station assets of Clear Channel Broadcasting, Inc. (“Clear Channel” or “Seller”) for a Base Purchase Price of \$1.225 billion (subject to certain adjustments) pursuant to the terms of an Asset Purchase Agreement dated as of April 20, 2007 between Newport and Seller (the “Asset Purchase Agreement”).

2. Plaintiffs' obligations with respect to such financing are set forth in a Commitment Letter (the "Commitment Letter") attached hereto as Exhibit A and incorporated herein by reference.¹ The Commitment Letter provides and envisions that, upon satisfaction of certain "Conditions," the Plaintiffs (with Wachovia Bank and Wachovia Investments, as Administrative Agents), along with the other Initial Lenders, will fund and syndicate Senior Credit Facilities in connection with the Acquisition. Among those Conditions are: (i) each Loan Party shall have executed and delivered definitive Credit Documentation; (ii) the Acquisition shall have been consummated pursuant to the Asset Purchase Agreement, and that no provision of the Asset Purchase Agreement shall have been amended or waived in any respect materially adverse to Plaintiffs without the prior written consent of Wachovia Bank and Wachovia Investments, as Administrative Agents, not to be unreasonably withheld; and (iii) since April 20, 2007 there shall not have occurred a Material Adverse Effect on the Business with respect to the Acquired Business.

3. The Conditions (the "Conditions") have not been satisfied. To the contrary, among other things and as is detailed below, Defendants have informed Plaintiffs that they have agreed to alter materially the terms of the Asset Purchase Agreement. As a result, any financing would require substantial modifications to the capital structure of the Business about which the Defendants and Initial Lenders have been unable to reach agreement. In addition, Plaintiffs have not been fully apprised of the reasons for such modifications, which could indicate that a Material Adverse Effect on the Business with respect to the Acquired Business has occurred.

4. Further, Defendants agreed in the Commitment Letter "actively to assist the Lead Arrangers [including Wachovia Securities] in completing a syndication reasonably satisfactory to

¹ As used herein, unless otherwise defined, capitalized terms shall have the meanings set forth in the Commitment Letter and Asset Purchase Agreement referred to herein.

the Lead Arrangers [including by, among other things] direct contact between senior management of the Borrower and the proposed [syndicate members], assistance . . . in the preparation of one or more confidential information memoranda [“CIM”] and other marketing materials to be used in connection with the syndication, the hosting . . . of one or more meetings of prospective Lenders [and] using . . . commercially reasonable efforts to obtain [applicable credit ratings from Moody’s and S&P].” Defendants also agreed in the Commitment Letter to provide for the Lenders’ due diligence investigation “all customary information” including “all historical financial information” concerning the Borrower. Defendants have not fulfilled these obligations. In fact, Defendants specifically requested on numerous occasions that work on the Acquisition be delayed for various reasons – and then abruptly reversed course and insisted that Plaintiffs fund the Acquisition on modified terms even though no CIM has been prepared, no Lenders’ meetings have occurred, and Defendants have not fully responded to requests for information and have not provided an executed amendment to the Asset Purchase Agreement.

5. Plaintiffs have not provided written consent to any modification of the Asset Purchase Agreement.

6. In summary, notwithstanding that the Conditions have not been satisfied and will not be satisfied in the foreseeable future, Defendants have demanded that the Plaintiffs and the other Initial Lenders fund the closing of the Acquisition on modified terms on Monday, February 25, 2008. Plaintiffs do not believe the Initial Lenders have any obligation to fund the Acquisition upon the terms as unilaterally modified by Defendants, and Plaintiffs have refused to do so. Accordingly, Plaintiffs ask that this Court enter a declaration of their rights and obligations under the Commitment Letter decreeing that (a) Defendants have materially breached their obligations under the Commitment Letter, (b) the Conditions have not been satisfied, (c)

Defendants have waived and are estopped from attempting to enforce the Commitment Letter, and (d) Plaintiffs have no obligations thereunder.

Parties and Jurisdiction

7. Plaintiff Wachovia Bank is a national banking association organized and existing under the laws of the United States of America, with its main office and principal place of business located in Charlotte, Mecklenburg County, North Carolina.

8. Plaintiff Wachovia Investments is a limited liability company organized under the laws of the state of Delaware, with its main office and principal place of business located in Charlotte, Mecklenburg County, North Carolina. A Delaware corporation is a member of Wachovia Investments.

9. Plaintiff Wachovia Securities is a limited liability company organized under the laws of the state of Delaware, with its main office and principal place of business located in Charlotte, Mecklenburg County, North Carolina. A Delaware corporation is a member of Wachovia Securities.

10. Upon information and belief, Defendant Newport is a limited liability company created by Providence for the purposes of the Acquisition and organized under the laws of Delaware, with offices c/o Providence Equity Partners, Inc., at 50 Kennedy Plaza, 18th Floor, Providence, Rhode Island 02903.

11. Upon information and belief, Defendant Providence is a corporation organized under the laws of Delaware, with its principal place of business at 50 Kennedy Plaza, 18th Floor, Providence, Rhode Island 02903.

12. In connection with the Acquisition, each of the defendants has engaged in business in North Carolina through substantial dealings with, and requests and overtures

purposefully directed to, representatives of Plaintiffs located at the Charlotte offices of Wachovia Bank, Wachovia Investments and Wachovia Securities. All or substantially all of the communications, interaction, and correspondence concerning the Acquisition and involving Plaintiffs has occurred between Defendants and representatives of Plaintiffs located in Charlotte. Further, Providence (which acts in all respects for Newport, an entity created by Providence solely for purposes of the Acquisition) has a longstanding relationship with the Plaintiffs and regularly calls on Plaintiffs with regard to a variety of services and transactions.

General Background Allegations

13. Plaintiffs incorporate here the allegations in paragraphs 1-6 above concerning the execution of the Asset Purchase Agreement in April of 2007 and the execution of the Commitment Letter in May of 2007.

The Asset Purchase Agreement

14. The Asset Purchase Agreement is attached hereto as Exhibit B and incorporated herein by reference. Plaintiffs are not parties to the Asset Purchase Agreement, but the definitions and provisions of the Asset Purchase Agreement are explicitly referenced in the Commitment Letter.

15. The Asset Purchase Agreement is a fully integrated agreement and constitutes the entire agreement and understanding among the parties thereto, and it provides that no amendment thereto can be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment is sought. (*See* Sections 11.4 and 11.5.)

16. The Asset Purchase Agreement provides that “[s]ince the date of this Agreement [April 20, 2007], there shall have not occurred a Material Adverse Effect on the Business.” (*See* Section 7.9.) Under the Asset Purchase Agreement, “Material Adverse Effect on the Business”

is defined as: “any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that, individually or in the aggregate with any other Effect, has had or would reasonably be expected to have a materially adverse effect on the business, properties, assets, financial condition or results of operations of the Business, taken as a whole, other than any Effect resulting from (a) changes in general economic conditions or the securities, credit or financial markets in general, in each case, generally affecting the broadcast television industry, (b) general changes or developments in the broadcast television industry, (c) the execution and delivery of this Agreement, the announcement of this Agreement and the transactions contemplated hereby, the consummation of the transactions contemplated hereby, the compliance with the terms of this Agreement or the taking of any action required by this Agreement or consented to by Buyer, (d) any acts of terrorism or war (other than any of the foregoing that causes any damage or destruction to or renders unusable any facility or property of Seller or any of its subsidiaries), or (e) changes in generally accepted accounting principles or the interpretation thereof, except, in the case of the foregoing clauses (a) and (b), to the extent such changes or developments referred to therein would reasonably be expected to have a materially disproportionate impact on the Business, taken as a whole, relative to other for profit participants in the industries and in the geographic markets in which Seller operates the Stations after taking into account the size of the Business relative to such other for profit participants.” (See Section 11.6.)

17. Buyer represents in the Asset Purchase Agreement that it has, or will have prior to Closing, sufficient cash, available lines of credit or other sources of immediately available funds to enable it to pay the Purchase Price. (See Section 3.6.)

18. Buyer acknowledges and agrees in the Asset Purchase Agreement that its obligation to consummate the transactions contemplated by the Asset Purchase Agreement is not conditioned upon Buyer's obtaining financing. (See Section 3.6.)

19. Although Buyer's obligations under the Asset Purchase Agreement are not conditioned on its ability to obtain financing, the Asset Purchase Agreement requires the Buyer to use its commercially reasonable efforts to arrange and obtain financing. (See Section 5.14(a).)

20. The Asset Purchase Agreement further contemplates that the Buyer and the Seller will provide information to the Lenders to facilitate syndication of any financing. (See Section 5.14(a) and 5.14(b).)

The Commitment Letter

21. The Commitment Letter amends and restates a commitment letter dated April 18, 2007.

22. In the Commitment Letter, each Plaintiff is referred to as a Commitment Party, as are the other Initial Lenders.

23. The Commitment Letter may not be amended or waived except by an instrument in writing signed by Newport and each Commitment Party.

24. The Commitment Letter states that Initial Lenders intend to syndicate the Credit Facilities, and that Newport agrees actively to assist Initial Lenders in completing a syndication reasonably satisfactory to them.

25. The Commitment Letter requires Newport promptly to prepare and provide Initial Lenders with all customary information with respect to the Borrower, the Acquired Business and Borrower's and the Acquired Business's subsidiaries and the Acquisition, including all historical

financial information and Projections as Initial Lenders may reasonably request in connection with the arrangement and syndication of the Credit Facilities.

26. In addition, the Commitment Letter imposes on Newport a duty to ensure that information and projections provided to Initial Lenders concerning the Acquisition are kept accurate and current in all material respects up until the Closing Date. In the Commitment Letter Newport represents and covenants that the Information that has or will be made available to Initial Lenders is complete and correct in all material respects and that the Projections that have been or will be made available to Initial Lenders have been or will be prepared in good faith based upon assumptions believed by Newport to be reasonable. The Commitment Letter provides that if, at any time on or prior to the Closing Date, any of these representations would be incorrect, in any material respect, Newport will promptly supplement the Information and Projections so that such representations will be correct, in all material respects.

27. Each Commitment Party's commitments and agreements are subject to the Conditions set forth on Exhibit D to the Commitment Letter.

28. Among the Conditions set forth on Exhibit D to the Commitment Letter are: (i) each Loan Party shall have executed and delivered definitive Credit Documentation; (ii) the Acquisition shall have been consummated pursuant to the Asset Purchase Agreement, and that no provision of the Asset Purchase Agreement shall have been amended or waived in any respect materially adverse to Plaintiffs without the prior written consent of Wachovia Bank and Wachovia Investments, as Administrative Agents, not to be unreasonably withheld; and (iii) since April 20, 2007 there shall not have occurred a Material Adverse Effect on the Business (as defined in the Asset Purchase Agreement) with respect to the Acquired Business.

The Acquisition

29. For a substantial period of time after the execution of the Commitment Letter and the Asset Purchase Agreement, at the express suggestion and request of Defendants, preparation of documents, due diligence, and other work necessary for the Acquisition was in large part postponed and deferred pending regulatory approvals. While rough drafts of a Credit Agreement and a Description of Notes were generated, Defendants made it clear that there was no need to push forward with finalization of these documents or any other Credit Documentation, or other significant work in connection with the Acquisition.

30. On November 8, 2007, with regulatory approvals not yet obtained, Defendants instructed Plaintiffs to “put pencils down,” *i.e.*, to cease diligence investigation and consideration and preparation of definitive Credit Documentation. Defendants’ explanation for this instruction was that they were involved in negotiations with the Seller to change the terms of the deal memorialized in the Asset Purchase Agreement and that it did not make sense to waste time considering or preparing financing documents on terms that were not going to be closed.

31. On November 30, 2007, Defendants reiterated their instruction that Plaintiffs “put pencils down” and do nothing pending further instructions. Defendants informed Plaintiffs that, based on then ongoing discussions with Seller, there was “close to a zero percent chance” of the proposed transaction closing on the terms set forth in the Asset Purchase Agreement.

32. As a result of Defendants’ repeated instructions to “put pencils down,” Plaintiffs’ diligence investigation was put on hold and no financing documentation was negotiated, agreed, executed, or delivered.

33. By letter dated December 6, 2007, Plaintiffs confirmed to Defendants that “until you indicate otherwise we have ceased preparation of marketing materials and negotiation of the

various loan documents.” Plaintiffs also informed Defendants that, before things could proceed “we will need, among other things, a finalized acquisition structure and updated information about the Business, including the financial information for the fiscal quarter ended September 30, 2007 (which we understand you are seeking from the Seller), and updated financial projections.”

34. On December 12, 2007, Defendants reported to Plaintiffs on the status of their discussions with Seller, informing Plaintiffs that “Providence is discussing certain possible changes to the terms of the [Asset Purchase Agreement] with [Seller]. Nothing has been finalized, and there is still much work to be done on that front.”

35. Plaintiffs remained in a standby mode, awaiting word as to whether or not there was going to be a deal and, if so, on what terms.

36. By letter dated December 23, 2007, a copy of which is attached hereto as Exhibit C, the Sellers wrote to Plaintiffs with the acknowledgement and agreement of Defendants stating:

The Sellers are engaged in discussions with the Buyer with respect to modifying the terms of the [Asset Purchase Agreement]. The Sellers are aware that the Buyer is going to approach you, or has approached you, to discuss financing a modified transaction By this letter, the Sellers acknowledge that the modified transaction financing discussions should take place and that the Sellers wish such discussions to occur. The Sellers agree that, by engaging in the modified transaction financing discussions, you are not interfering with any rights the Sellers may have under the [Asset Purchase Agreement].

37. On several occasions after December 23, 2007, Defendants informed Plaintiffs that, because of changes in the financial results and prospects of the Acquired Business, there was a zero percent chance that Defendants would close an Acquisition on the terms set forth in the Asset Purchase Agreement.

38. During the time that Defendants and Seller were attempting to renegotiate the terms of the Acquisition, significant changes occurred in the Business.

39. Over time, Defendants informed Plaintiffs of various potential material modifications to the Asset Purchase Agreement that Defendants regarded as preconditions to their willingness to close the Acquisition. Plaintiffs and Defendants discussed how both debt and equity financing might be restructured as a result of these material modifications. The discussions did not result in any agreement. Plaintiffs eventually informed Defendants that, until final modifications to the Asset Purchase Agreement were agreed upon by Defendants and Seller, further discussions concerning a new financing commitment would be unproductive.

40. Plaintiffs stood by, pencils down, waiting to see if Defendants and Seller would be able to reach an agreement on new terms for the Acquisition.

41. On February 15, 2008, Seller filed suit against Newport in the Court of Chancery in the State of Delaware (the “Delaware Action”) seeking an order compelling Newport to perform specific obligations under the Asset Purchase Agreement. Seller alleged, in paragraphs 4 and 5 of its Complaint:

4. Since the Buyer’s Remorse Call – and even though Newport has no right to walk away from this deal – Clear Channel has indicated to representatives of Newport that it would in good faith consider potential modifications to the terms of the transaction with Newport, including a potential reduced purchase price.

5. Clear Channel has engaged in these discussions based on repeated assertions from representatives of Newport that Newport intended to close but needed more time to resolve a regulatory issue and to renegotiate with its banks.

42. On February 19, 2008, Defendants informed Plaintiffs that they and the Sellers had reached agreement as to new terms for the Acquisition. These new terms materially

modified the Asset Purchase Agreement, but Defendants have not provided Plaintiffs with a fully executed modified Asset Purchase Agreement reflecting any such new deal terms.

43. The modifications to the Asset Purchase Agreement materially and adversely affect Plaintiffs in that they (i) reflect a material change in the collateral for the Loans, (ii) require substantial modifications to the capital structure of the Borrower, which modifications have not been agreed upon and which would result in material changes to the financing structure contemplated in the Commitment Letter, and (iii) significantly and adversely impact Plaintiffs' ability to syndicate the credit facilities.

44. Wachovia Bank and Wachovia Investments have not consented to, waived, or otherwise acquiesced in any of the modifications to the Asset Purchase Agreement or in any modification or other compromise of the Conditions.

45. Seller has not publicly announced that it has reached any new deal terms with Defendants, but Defendants have conveyed to Plaintiffs specific terms that would represent material modifications to the prior deal.

46. In the Delaware Action, Seller has specifically alleged in its Complaint that Defendants have refused to close absent a material modification to the Asset Purchase Agreement. Seller provided courtesy copies of subpoenas to counsel for Plaintiffs yesterday that are being formally served on Plaintiffs and other entities in the Delaware action. The issuance of such subpoenas appears inconsistent with the Defendants' assertion that modified deal terms have been agreed upon by Defendants and Seller and with Defendants' written demand that Plaintiffs provide funding on Monday, February 25, 2008 for a closing of the Acquisition that will allegedly occur that day.

47. Defendants have failed to provide Plaintiffs with adequate responses to Plaintiffs' repeated requests for information to address concerns reasonably raised as a result of and in connection with the modified deal terms.

Claim for Relief

(claim for declaratory judgment)

48. Plaintiffs repeat and reallege each of the allegations set forth above as if fully set forth herein.

49. Pursuant to N.C.G.S. § 1-253 *et seq.*, there is a justiciable controversy ripe for resolution between Plaintiffs and Defendants. A real and immediate controversy exists between Plaintiffs and Defendants concerning the parties' rights and obligations under the Commitment Letter. In these circumstances, Plaintiffs are entitled to a declaration of their rights and obligations under that agreement.

50. Defendants have advised the Initial Lenders that they and Seller have determined not to proceed with the Acquisition on the terms set forth in the Asset Purchase Agreement, which are the terms to which the Commitment Letter applies.

51. Defendants state that they and Seller have agreed to materially revised terms for the Acquisition, but have not provided any signed writing reflecting any such revised terms.

52. It is Defendants' position that Plaintiffs are obligated, pursuant to the terms of the Commitment Letter, to fund Defendants' Acquisition on the revised terms to which they say that they and Seller have agreed.

53. It is Plaintiffs' position that, pursuant to the terms of the Commitment Letter, the Initial Lenders are not obligated to fund any financing commitments because:

- (a) Defendants have determined not to proceed with the Acquisition on the terms set forth in the Asset Purchase Agreement, which are the terms to which the Commitment Letter applies;
- (b) Defendants have breached their obligations to Plaintiffs under the Commitment Letter by amending the Asset Purchase Agreement in ways materially adverse to Plaintiffs without their prior written consent and without a writing signed by the parties to be bound evidencing any such amendment;
- (c) Defendants have failed and refused to provide sufficient information to demonstrate that, in light of the material modifications to the terms of the Acquisition, the condition that, since April 20, 2007, there shall not have occurred a Material Adverse Effect on the Business (as defined in the Asset Purchase Agreement) with respect to the Acquired Business has been satisfied;
- (d) Defendants have materially breached their obligations pursuant to the Commitment Letter;
- (e) Definitive Credit Documentation has not been negotiated, prepared, agreed, executed and delivered; and
- (f) Defendants have by their words and conduct, as alleged and summarized herein, waived any right to enforce the obligations in the Commitment Letter and are estopped from enforcing such obligations.

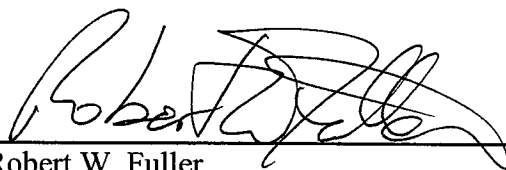
Plaintiffs have communicated their position to Defendants and have declined to provide funding for the Acquisition pursuant to the Commitment Letter at a closing (on materially modified terms) on February 25, 2008.

54. Specifically, Plaintiffs are entitled to a declaration that: (a) Defendants have failed to perform under the Commitment Letter in accordance with their obligation of good faith and fair dealing and have materially breached the Commitment Letter, rendering it unenforceable and of no force or effect; (b) the Conditions precedent to Plaintiffs' obligation to provide financing have not been met; and (c) Plaintiffs and the other Initial Lenders are no longer obligated to provide any financing contemplated under the Commitment Letter for each and all of the reasons alleged in the preceding paragraph.

WHEREFORE, Plaintiffs pray that this Court:

1. Enter declaratory relief as is more specifically requested above;
2. Award Plaintiffs the costs and, to the extent permitted by law, the attorneys' fees incurred in filing and prosecuting this action; and
3. Award Plaintiffs such other and further relief as the Court may deem just and proper.

This 22nd day of February, 2008.



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(continued on next page)

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Charlotte, North Carolina 28246
(704) 377-2536

Attorneys for Plaintiffs

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
COUNTY OF MECKLENBURG 22 PM 3:36 SUPERIOR COURT DIVISION
Civil Action No: 08-CVS-4052

MECKLENBURG COUNTY, N.C.S.C.

WACHOVIA BANK, NATIONAL
ASSOCIATION; WACHOVIA
INVESTMENT HOLDINGS, LLC; and
WACHOVIA CAPITAL MARKETS, LLC,

Plaintiffs,

v.

NEWPORT TELEVISION LLC and
PROVIDENCE EQUITY PARTNERS,
INC.,

Defendants.

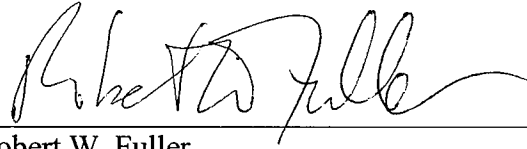
CERTIFICATE OF SERVICE

Plaintiffs, through counsel, hereby certify that on February 22, 2008, copies of the Summons, Complaint, and Notice of Designation as Mandatory Complex Business Case Under N.C. Gen. Stat. § 7A-45.4 (herein the "Pleadings and Service Papers") were served upon each of the defendants to this action by depositing the same with Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. § 750(f)(2), addressed as follows:

Newport Television LLC
c/o Corporation Service Company
2711 Centerville Road Suite 400
Wilmington, Delaware 19808

Providence Trust Equity Partners Inc.
c/o Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

This 22nd day of February, 2008.




Robert W. Fuller
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**Attorneys for Plaintiffs Wachovia Bank,
National Association, Wachovia Investment
Holdings, LLC and Wachovia Capital Markets,
LLC**

STATE OF NORTH CAROLINA		File No. <u>08 Civ 4056</u>	
MECKLENBURG County		In the General Court of Justice <input type="checkbox"/> District Court Division <input checked="" type="checkbox"/> Superior Court Division	
Name of Plaintiff(s) WACHOVIA BANK, NATIONAL ASSOCIATION; WACHOVIA INVESTMENT HOLDINGS, LLC and WACHOVIA CAPITAL MARKETS, LLC		CIVIL SUMMONS	
Address c/o Robert W. Fuller Heward H. Bouknight Robinson Bradshaw & Hinson, P.A. 101 N. Tryon Street, Suite 1900		<input type="checkbox"/> ALIAS AND PLURIES SUMMONS G.S. 1A-1, Rules 3, 4	
City, State, Zip Charlotte, North Carolina 28246			
VERSUS			
Name of Defendant(s) NEWPORT TELEVISION LLC and PROVIDENCE EQUITY PARTNERS INC.		Date Original Summons Issued	
		Date(s) Subsequent Summons(es) issued	
To Each Of The Defendant(s) Named Below			
Name And Address Of Defendant 1 NEWPORT TELEVISION, LLC c/o Registered Agent c/o Corporation Service Company 2711 Centerville Road Suite 400 Wilmington, DE 19808		Name And Address Of Defendant 2 PROVIDENCE EQUITY PARTNERS INC. c/o Registered Agent c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 10801	
A Civil Action Has Been Commenced Against You!			
You are notified to appear and answer the complaint of the plaintiff as follows: 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and 2. File the original of the written answer with the Clerk of Superior Court of the county named above.			
If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.			
Name and Address of Plaintiff's Attorney (If None, Address Of Plaintiff) Robert W. Fuller Heward H. Bouknight Robinson, Bradshaw & Hinson, P.A. 101 North Tryon Street, Suite 1900 Charlotte, North Carolina 28246-1900		Date Issued February 22, 2008	Time 3:37 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
		Signature 	
		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk of Superior Court	
<input type="checkbox"/> ENDORSEMENT This summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this summons must be served is extended sixty (60) days.		Date Of Endorsement	Time <input type="checkbox"/> AM <input type="checkbox"/> PM
		Signature	
		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk of Superior Court	
NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.			
AOC-CV-100, Rev. 10/01 © 2001 Administrative Office of the Courts		(Over)	

Mecklenburg County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiffs
WACHOVIA BANK, NATIONAL ASSOCIATION; WACHOVIA INVESTMENT HOLDINGS, LLC and WACHOVIA CAPITAL MARKETS, LLC
c/o Robert W. Fuller
Heyward H. Bouknight
Robinson Bradshaw & Hinson, P.A.
101 N. Tryon Street, Suite 1900

GENERAL
CIVIL ACTION COVER SHEET
INITIAL FILING SUBSEQUENT FILING

Rule 5(b), Rules of Practice For Superior and District Courts

Name And Address of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Robert W. Fuller
Heyward H. Bouknight
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

VERSUS

Name of Defendant 1
Newport Television LLC

Telephone No. 704-377-2536 Cell Telephone No. 704-377-8324

NC Attorney Bar No. 10887; 32589 Attorney E-Mail Address rfuller@rbh.com

Summons Submitted
Yes No

Initial Appearance in Case Change of Address

Name of Defendant 2
Providence Equity Partners Inc.

Name Of Firm
Robinson, Bradshaw & Hinson, P.A.

FAX No.
704-373-3924

Summons Submitted
Yes No

Counsel for
All Plaintiffs All Defendants Only (List party(ies) represented)

Jury Demanded in Pleading
Complex Litigation

Amount in controversy does not exceed \$15,000
Stipulate to arbitration

TYPE OF PLEADING

CLAIMS FOR RELIEF FOR:

- (check all that apply)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Answer/Reply (ANSW-Response)
Complaint (COMP)
Confession of Judgment (CNFJ)
Counterclaim vs. (CTCL)
Crossclaim vs. (List on back) (CRSS)
Extend Statute of Limitations, Rule 9 (ESOL)
Extend Time For Answer (MEOT-Response)
Extend Time For Complaint (EXCO)
Rule 12 Motion In Lieu Of Answer (MDLA)
Third Party Complaint (List Third Party Defendants on Back) (TPCL)
Other: (specify)

- (check all that apply)
Administrative Appeal (ADMA)
Appointment of Receiver (APRC)
Attachment/Garnishment (ATTC)
Claim and Delivery (CLMD)
Collection on Account (ACCT)
Condemnation (CNDM)
Contract (CNTR)
Discovery Scheduling Order (DSCH)
Injunction (INJU)
Medical Malpractice (MDML)
Minor Settlement (MSTL)
Money Owed (MNYO)
Negligence - Motor Vehicle (MVNG)
Negligence - Other (NEGO)
Motor Vehicle Lien G.S. 44A (MVLN)
Limited Driving Privilege - Out-of-State Convictions (PLDP)
Possession of Personal Property (POPP)
Product Liability (PROD)
Real Property (RLPR)
Specific Performance (SPPR)
Other: (specify) Declaratory Judgment

NOTE: Small claims are exempt from cover sheets.

Date
2/22/08

Signature Of Attorney/Party
[Signature]

NOTE: The initial filing in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a cover sheet or the filing must comply with G.S. 7A-34.1.