

CONSTRUCTION PERMIT PURCHASE AGREEMENT

This Construction Permit Purchase Agreement ("Agreement") is made and entered into this 4th day of April, 2001, by and between Commonwealth Broadcasting, LLC, a Virginia limited liability company ("Buyer"), and A. Wray Fitch, III, dba Be-More Broadcasting Company, a Virginia sole proprietorship ("Seller") (individually, a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, Seller holds a construction permit issued by the Federal Communications Commission, as it may be amended (the "FCC" or "Commission") (File No. BPH-19951109MC) (the "Permit") for a new FM station to operate on 106.1 MHz in Exmore, Virginia (the "Station").

WHEREAS, Seller has not yet constructed the Station;

WHEREAS, Seller also has pending at the FCC an application to modify the construction permit, as it may be amended (File No. BMPH-19980630IC) (the "Modification Application");

WHEREAS, Seller desires to sell and Buyer desires to purchase the Permit and other assets that will be used or useful in the operation of the Station and to assist in construction of the Station;

WHEREAS, the Permit may not be assigned to Buyer without the Commission's prior consent.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree as follows:

1. Rules of Construction.

1.1 Defined Terms: As used in this Agreement, the following terms shall have the following meanings:

“Assignment Application” means the application on FCC Form 314 that Seller and Buyer shall join in and file with the Commission requesting its consent to the assignment of the Permit from Seller to Buyer.

“Closing” means the consummation of the Transaction as defined herein below.

“Closing Date” means the date on which the Closing takes place, as determined pursuant to Section 9.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Final Order” means a written action or order issued by the FCC (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such request for the FCC to set aside the action on its own motion has expired, or (ii) in the event of review, reconsideration or appeal, the time for further review, reconsideration or appeal has expired.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any agency, court or other entity that exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Transaction” means the sale and purchase and assignments and assumptions contemplated by this Agreement and the respective obligations of Seller and Buyer set forth herein.

1.2. Other Definitions. Other capitalized terms used in this Agreement shall have the meanings ascribed to them herein.

1.3 Number and Gender. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and *vice versa*, and pronouns of any gender shall be construed to mean or include any other gender or genders.

1.4 Headings and Cross-References. The headings of the Sections and Paragraphs hereof and the Table of Exhibits have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Exhibits herein shall mean the Exhibits to this Agreement which have been separately initialed for identification by Seller and Buyer. Words such as “herein” and “hereof” shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

2. Purchase and Sale. Subject to the prior consent of the FCC and to the terms and conditions of this Agreement, Seller agrees to sell, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and receive as assignee, (a) all of Seller’s right, title and interest in and to the Permit, including all FCC authorizations, call signs and business records (including public file materials and engineering records), necessary for the operation of the Station (collectively the “Purchased Assets”).

3. Purchase Price and Method of Payment.

3.1 Consideration and Payment. In consideration for the Purchased Assets and performance by the Seller of the covenants and agreements contained herein, Buyer shall pay to Seller One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00), plus broker fees as provided in ¶7.4, in the following manner:

3.1.1 Upon execution of this Agreement, Buyer shall deposit in escrow Ninety Thousand Dollars (\$90,000.00), pursuant to the Escrow Agreement attached as Exhibit A hereto.

3.1.2 At Closing, Buyer shall instruct that the Escrow Agent convey the sum specified in ¶ 3.1.1 above to Seller and pay Seller the additional sum of One Million Three Hundred and Ten Thousand Dollars (\$1,310,000.00), as adjusted to reflect prorations (if any) made at Closing, in cash or by wire transfer of federal funds pursuant to wire transfer instructions which shall be delivered by Seller to Buyer at least three (3) days prior to Closing.

3.1.3 On the second (2nd) anniversary of the Closing, Buyer shall pay Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) to Seller, in cash or by wire transfer of federal funds pursuant to wire transfer instructions which shall be delivered by Seller to Buyer at least three (3) days prior to that date. This deferred obligation shall be formalized in a promissory note (the "Note") to be delivered at Closing by Buyer in the form attached hereto as Exhibit B. The Note shall provide for a lump sum payment of the amount owed plus accrued interest at seven percent (7%) per annum simple interest on the second anniversary date. Payment of the Note shall be guaranteed by Sinclair Telecable, Inc., a principal owner of Buyer, which at Closing will provide a guaranty in the form of Exhibit C hereto (the "Guaranty").

3.1.4 At Closing, Buyer shall reimburse to Seller all costs incurred by Seller related to the operation and construction of the Station (with the exceptions of costs related to acquisition of the tower site, dismantling the existing tower, and constructing a new tower), to the extent such costs are not reimbursed pursuant to the Local Marketing Agreement between the Parties.

3.2 Allocation. The Purchase Price shall be allocated to the Purchased Assets pursuant to the agreement of the Parties, reached by the Closing Date. Seller

and Buyer shall use such allocation for tax (in compliance with the provisions of the Code), accounting, and all other purposes.

4. FCC Applications and Rulemaking.

(a) Within five (5) days of the execution of this Agreement, Seller and Buyer shall jointly file with the FCC the Assignment Application for consent to assignment of the Purchased Assets (the "FCC Consent"). Seller and Buyer shall take all steps necessary to prosecute the Assignment Application with diligence. They shall diligently oppose any objections to, appeals from or petitions to reconsider the FCC Consent, to the end that the FCC Consent shall become a Final Order as soon as practicable. Neither Seller nor Buyer shall take, nor permit any officer or director of Seller or Buyer to take, any action that such Party knows or has reason to know would materially and adversely affect or materially delay issuance of the FCC Consent, or materially and adversely affect or materially delay the FCC Consent from becoming a Final Order. Should Buyer or Seller become aware of any facts not disclosed which could reasonably be expected to materially and adversely affect or materially delay issuance of the FCC Consent, or prevent or materially delay the FCC Consent from becoming a Final Order, such Party shall promptly notify the other Party thereof in writing. Buyer and Seller shall share equally the filing fee required by the FCC for the Assignment Application, but the Parties shall otherwise each bear their own expenses in connection with the preparation of the Assignment Application.

(b) Seller will cooperate with Buyer to coordinate with the FCC to ensure processing and grant of the Modification Application on a schedule which will facilitate construction prior to expiration of the Permit. Seller will further cooperate in coordinating filing, processing and grant of the license application to cover the Permit, as modified by the Modification Application, and any other related applications designed to preserve and enhance the value of the Permit and the facilities authorized by it. Buyer shall either pay or reimburse all expenses associated with these actions. Nothing

herein shall prohibit Seller from taking any and all actions necessary to construct the Station prior to expiration of the Construction Permit, even if such construction must be completed other than as contemplated by the Modification Application, provided that Buyer will not be obligated to close this transaction in that event.

(c) The Parties understand and acknowledge that Seller is currently prosecuting a petition for rulemaking to change the Station's community of license to Cheriton, Virginia (the "Seller Petition"). Seller may at its option dismiss the Seller Petition. Buyer may terminate this Agreement if the Seller Petition is granted and adversely affects the operations of Buyer's FM translator rebroadcasting Station WROX(FM), Cape Charles, Virginia, in Norfolk, Virginia.

5. Construction. Seller shall provide the Station's tower and tower site at Seller's expense, provided that Seller shall retain ownership of the Station's tower and tower site and the building at the tower site. Buyer shall purchase and provide the Station's other transmitting facilities including, *inter alia*, the antenna, transmitter, transmission line and main studio. In the event of termination of this Agreement prior to Closing, Buyer may enter the Station's premises on thirty (30) days' prior written notice and remove any and all of the equipment it has provided to the Station. Seller shall arrange to rent space on the tower to Buyer for the Station's facilities pursuant to the Lease Agreement (the "Lease") attached as Exhibit D hereto.

6. No Assumption of Liabilities. For the purpose of this Agreement, it is expressly understood and agreed that Buyer assumes no liabilities of the Seller of any kind.

7. Seller's Warranties, Representations, and Covenants. Seller warrants, represents and covenants to Buyer as follows:

7.1 At the Closing Date, Seller will be the holder of the Permit, and the Permit will be in full force and effect to and including April 24, 2001, and unimpaired by any acts or omissions of Seller, its employees or agents. There is

neither pending nor, to the best of Seller's knowledge, threatened, any action by the Commission to revoke or modify said Permit, except for the Assignment Application, or as contemplated by this Agreement.

7.2 Seller shall have authority to do business in the Commonwealth of Virginia.

7.3 Compliance with the terms of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of any contracts or court orders by which Seller is bound.

7.4 Seller represents that Seller has made no agreement with any broker or finder in connection with the Transaction, and no other person is entitled to any commission or finder's fee by reason of any agreement with Seller in connection with this Agreement, except Jody McCoy. Buyer will pay Thirty Three Thousand Dollars (\$33,000.00) toward Mr. McCoy's fees, and Seller will pay the balance.

7.5 No representation or warranty by Seller contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Buyer with complete and accurate information as to the Permit.

8. Buyer's Warranties, Representations and Covenants. Buyer represents, warrants and agrees now and as of the Closing Date as follows:

8.1 Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Indiana. Buyer has or as of the Closing Date shall have, authority to conduct business in the Commonwealth of Virginia. Buyer has all requisite power to acquire the Permit and to become the Permittee of the Station authorized thereby.

8.2 Buyer has, or as of the Closing Date will have, the power and authority to execute, deliver, and perform its obligations under this Agreement and to consummate the Transaction. By the Closing, all necessary company actions

approving this Agreement and Buyer's obligations hereunder shall have been taken. The execution, delivery and performance of the terms of this Agreement will not conflict with or result in the breach of or constitute a violation of or default under any of the terms, conditions or provisions of Buyer's organizational documents.

8.3 Buyer is legally, financially and otherwise qualified to acquire the Permit as contemplated hereunder and to construct and operate the Station.

8.4 Buyer will not take any action or refrain from taking any action between the date of this Agreement and the Closing which would render Buyer unqualified to become the permittee of the Station.

8.5 Buyer represents and warrants that, unless otherwise prohibited by an Act of God, it will keep the Station on the air while it is licensed to Exmore. This covenant shall survive the Closing Date without limitation.

8.6 No representation or warranty by Buyer contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Seller with complete and accurate information as to Buyer's representations, warranties and covenants herein.

8.7 Buyer understands that pursuant to negotiation between Seller and Great Scott Broadcasting, a Pennsylvania limited partnership ("Great Scott"), Great Scott may agree to pay certain consideration to Seller to dismiss the Seller Petition provided Great Scott is assured that Buyer will not interfere with Great Scott's plans for Station WKHI, Exmore, Virginia. Accordingly, Buyer will, at Closing, sign and deliver to Great Scott a Certificate in the form of Exhibit E hereto. Further, Buyer agrees to indemnify Seller with respect to any liability incurred by Seller due to Buyer's breach of the Certificate. This covenant shall survive the Closing Date without limitation.

9. Closing.

9.1 Consummation of the Transaction is conditioned upon (i) the grant of the FCC Consent and such Consent having become a Final Order, (ii) grant of the Modification Application and completion of construction of the Station and commencement of operation thereof on or before April 24, 2001, and (iii) the satisfaction, unless waived and waivable, of all other preconditions to Buyer's and Seller's obligations to consummate the Transaction.

9.2 Closing shall be held at such time and place as the Parties may mutually agree not later than ten (10) days after the FCC Consent has become a Final Order, and the grant of the Modification Application has become a Final Order, or if Buyer waives finality, no later than ten (10) days after Buyer provides Seller with written notice of such waiver (the "Closing Date").

10. Conditions Precedent to Buyer's Obligation to Close. In addition to any conditions otherwise stated herein, the obligations of Buyer hereunder are subject to the following conditions:

10.1 The representations and warranties of Seller contained in this Agreement shall be true and correct at the Closing Date as though made at and as of such time, and all of the obligations of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed, and Seller shall have delivered to Buyer a certificate to that effect, dated as of the Closing Date.

10.2 The FCC Consent shall have been issued and, unless waived by Buyer, the FCC Consent shall have become a Final Order. The Modification Application shall have been granted and said grant shall have become a Final Order.

10.3 Seller shall have delivered all documents required hereunder on or before the Closing Date to transfer the Purchased Assets to Buyer and related materials.

11. Conditions Precedent to Seller's Obligation to Close. In addition to any conditions otherwise stated herein, the obligations of Seller hereunder are subject to the following conditions:

11.1 The representations and warranties of Buyer contained in this Agreement shall be true and correct at the Closing Date as though made at and as of such time, and all of the obligations of Buyer to be performed, on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed, and Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, signed by a manager of Buyer to that effect along with copies of resolutions adopted by Buyer's managers authorizing the Transaction.

11.2 The FCC Consent shall have been issued and, unless waived by Buyer, the FCC Consent shall have become a Final Order.

11.3 Buyer shall have delivered the Purchase Price and all documents required hereunder on or before the Closing, and shall not be in breach of its covenants.

11.4 Buyer shall not be in material breach of the Lease Agreement or Local Marketing Agreement.

12. Seller's Performance at Closing. At the Closing, Seller will execute and deliver or cause to be delivered to Buyer:

12.1 An assignment of the Permit and any related authorizations, specified in Schedule 2, together with such instruments of conveyance as Buyer may reasonably require to effectuate the assignment of the Permit to Buyer.

12.2 A certificate of Seller to the effect that Seller is not in default with respect to his performance of any provision in this Agreement, and that all of the documents delivered at Closing are valid and binding upon Seller in accordance with their terms.

12.3 The Lease, fully executed by Seller.

12.4 Such other documents as Buyer shall reasonably request in order to place Buyer in actual possession and control of the Purchased Assets.

13. Buyer's Performance at Closing. At the Closing, Buyer will deliver or cause to be delivered:

13.1 The monetary consideration set forth in Section 3 in cash or by wire transfer of immediately available funds and delivery of the fully executed Note and Guaranty.

13.2 The Lease, fully executed by Buyer.

13.3 The Certificate provided for in Section 8.7.

13.4 Authorization of Buyer's Manager as to Buyer's execution, delivery and performance of this Agreement.

13.5 A certificate of Buyer to the effect that Buyer's performance under this Agreement has been duly authorized by Buyer's Manager, and that Buyer is not in default with respect to its performance of any provision in this Agreement, and that all of the documents delivered at Closing are valid and binding upon Buyer in accordance with their terms.

13.6 Such other documents as Seller shall reasonably request in order to consummate the transactions contemplated by this Agreement.

14. Survival of Warranties. All representations, warranties, and covenants by each Party to this Agreement shall be deemed made for the purpose of inducing the other Party to enter into this Agreement. All such representations, warranties and covenants shall expire, except as provided to the contrary herein, one (1) year after the Closing Date. During that period, they shall remain in full force and effect regardless of any investigation made by either Party and shall not be deemed merged into any document or instrument executed or delivered at Closing.

15. Indemnification. From the date hereof until the end of the survival period provided in Section 14 above, each Party shall, up to the amount of One Hundred Thousand Dollars (\$100,000.00), except as described in Section 8.7, protect, save, defend, and keep the other Party harmless, and indemnify such other Party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of such Party's negligence or willful misconduct or the negligence or willful misconduct of such Party's agents and employees in connection with this Agreement, or arising out of such Party's breach or default or nonperformance of its obligations under this Agreement.

16. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that Seller may assign its rights to Be-More Broadcasting, LLC, wholly owned by Seller, without Buyer's consent. On such assignment, Be-More Broadcasting, LLC shall assume all of Seller's obligations hereunder and Seller shall be relieved therefrom.

17. Default.

17.1 In the event of a material breach of its obligations and/or representations under the Agreement by Seller, not cured within five (5) days after written notice to that effect from Buyer, Buyer shall have the option to either:

17.1.1 terminate the Agreement and recover the Escrowed Funds; r

17.1.2 seek to recover from Seller Buyer's actual damages resulting from Seller's breach, not to exceed One Hundred Thousand Dollars (\$100,000.00), or to bring an action specifically to enforce the terms of this Agreement by decree, it being agreed by the Parties that the assets to be assigned hereunder are unique and not readily available in the open market, and Seller hereby further agrees to waive any and

all defense against any such action for specific performance based on the ground that there is an adequate remedy for money damages available; or

17.2 In the event of material breach of its obligations and/or representations under this Agreement by Buyer, not cured within five (5) days after written notice to that effect from Seller, Seller shall have the option to either:

17.2.1 terminate this Agreement and recover the Escrowed Funds; or

17.2.2 seek to recover from Buyer Seller's actual damages resulting from Buyer's breach, not to exceed One Hundred Thousand Dollars (\$100,000.00).

18. Termination. In addition to the other grounds for termination specified in this Agreement, either Party, at its respective option, may terminate this Agreement, with no further liability to the other, upon twenty (20) days' prior written notice to the other Party, provided that the terminating Party is not in material default or breach at the time of said termination, upon the occurrence or any of the following events:

18.1 The FCC Consent is not obtained, or unless waived by Buyer, does not become a Final Order by February 1, 2002, or the Modification Application is not granted by April 18, 2001;

18.2 Closing has not occurred by April 1, 2002; or

18.3 Each of the other conditions precedent to Buyer's and Seller's obligations to consummate the Transaction have not been met within one year of the date on which the Assignment Application is submitted to the FCC.

In any of the above events, unless Buyer's breach is responsible for the event leading to termination, the Escrowed Funds shall be returned to Buyer.

19. Joint Covenants. Buyer, and Seller jointly, represent and covenant to each other as follows:

19.1 Each Party shall keep confidential all information obtained by it with respect to the other in connection with this Agreement (except information independently learned or acquired by the Party or otherwise made public by other

sources). If the Transaction is not consummated for any reason, each shall return to the other, without retaining a copy thereof, any confidential schedules, documents or other written information obtained from the other in connection with this Agreement and the transactions contemplated hereby.

19.2 The Parties shall cooperate, using their reasonable best efforts, and take such actions, and execute such other documents, at Closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purpose of this Agreement as expeditiously as possible.

20. Miscellaneous.

20.1 All Exhibits and Schedules attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

20.2 This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Virginia without regard to conflict of laws provisions.

20.3 This Agreement, together with the Exhibits and Schedules hereto, contain all of the terms agreed to between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the conveyance of the Permit. The Agreement may not be amended or modified in any manner except by written document executed by both Parties.

20.4 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

20.5 If any lawsuit is instituted to enforce any Party's rights under this Agreement, the prevailing Party shall be reimbursed by the other Party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

20.6 Any notices or other communications contemplated by this Agreement shall be in writing and shall be considered to have been duly given when delivered by hand or one business day after having been deposited (with delivery charges pre-paid) with a nationally recognized overnight courier service, or when sent by facsimile transmission, with receipt confirmed by the addressee, or on the third (3d) business day after having been mailed by first class U.S. mail, registered or certified postage pre-paid, return receipt requested, to the following addresses or to such other address as any Party shall have designated by notice to the other Party conforming to the requirements of this Section:

(i) If to the Buyer:

Commonwealth Broadcasting, LLC
500 Dominion Tower
999 Waterside Drive
Norfolk, VA 23510
Attention: Mr. Robert L. Sinclair
Fax: 757-640-8552

cc to: Howard M. Weiss, Esquire
(which shall not Fletcher, Heald & Hildreth, P.L.C.
constitute notice 1300 N. 17th Street, 11th Floor
to Seller) Arlington, VA 22209
Fax: 703-812-0486

(ii) If to the Seller:

Be-More Broadcasting Company
6139 Franklin Park Road
McLean, VA 22101
Attention: A. Wray Fitch, III, Esq.
Fax: 703-761-5023

20.7 Neither Party will be liable to the other for failure to fulfill its obligations hereunder because of *force majeure*, including but not limited to Acts of

God, strikes, war, fire, flood, insurrection or other matters totally beyond the control of and not involving fault by the defaulting Party.

20.8 If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect to the minimum extent necessary to bring the provisions of the Agreement in compliance with applicable law, and the balance of the Agreement shall be enforceable to the fullest extent permitted by law.

20.9 No waiver or forbearance by either Party with respect to any of its rights under this Agreement will constitute a waiver or forbearance of any other right or will obligate either Party to continue any prior waiver or forbearance in effect.

20.10 Buyer has advised Seller that it may elect to structure this Transaction as a tax-deferred like-kind exchange pursuant to Internal Revenue Code Section 1031. Seller will cooperate with Buyer to effectuate such an exchange, provided that such tax-deferred, like-kind exchange shall (i) not commence a second statutory 30-day public notice period for the Assignment Application under the Commission's published rules, regulations or policies, (ii) not result in any additional cost or expense to Seller, (iii) not result in any tax consequences to Seller, (iv) not affect Buyer's liability to Seller for any of the representations, warranties, covenants and obligations of Buyer pursuant to this Agreement, and (v) not require Seller to serve as the qualified intermediary.

20.11 At Seller's option, the Parties will enter into a Local Marketing Agreement in the form of Exhibit F.

20.12 Buyer shall make available for Seller's use no later than April 16, 2001, the antenna, transmission line, main studio facilities and all other equipment referenced in ¶ 5, or used or useful in the operation of the Station at a lease rate of One

Hundred Dollars (\$100.00) per month, which lease arrangement shall terminate upon consummation of this Agreement or upon its termination under Paragraph 18.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

Seller:

A. WRAY FITCH, III, dba
BE-MORE BROADCASTING COMPANY

By: _____
A. Wray Fitch, III, Esq.
Individual

Buyer:

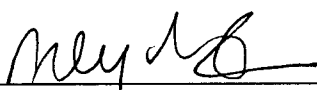
COMMONWEALTH BROADCASTING, LLC

By: _____
J. David Sinclair, Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

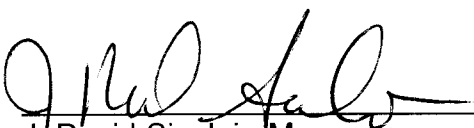
Seller:

A. WRAY FITCH, III, dba
BE-MORE BROADCASTING COMPANY

By: 
A. Wray Fitch, III, Esq.
Individual

Buyer:

COMMONWEALTH BROADCASTING, LLC

By: 
J. David Sinclair, Manager

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