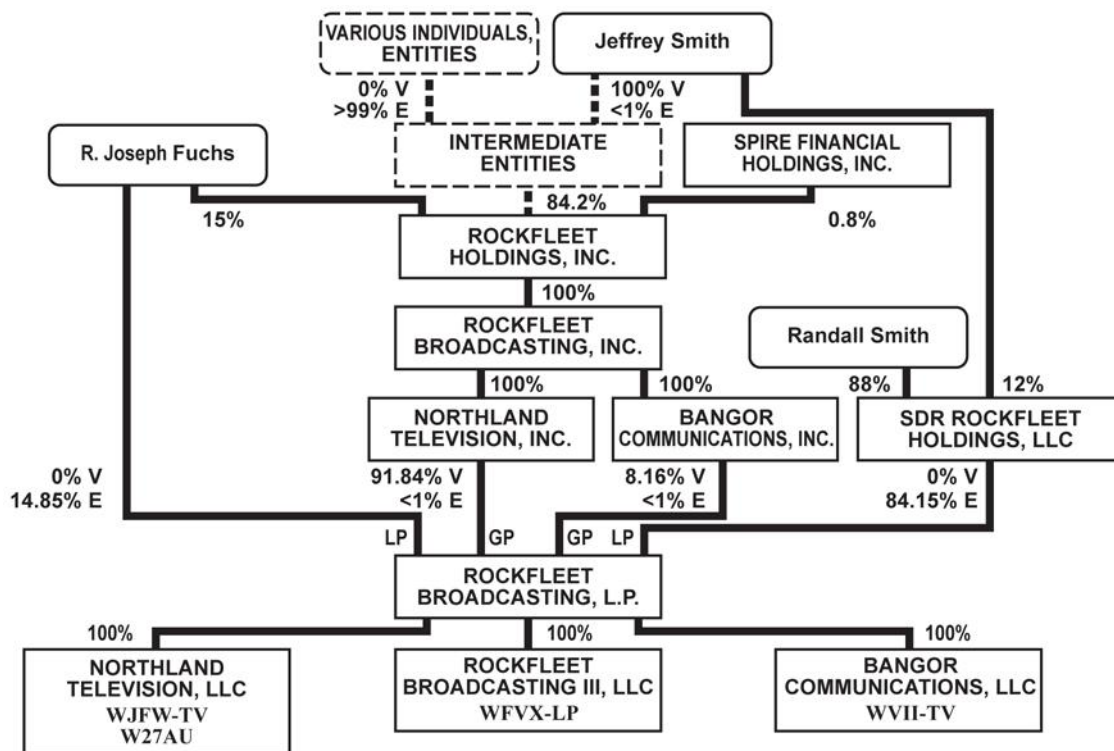


Northland Television, LLC (“Northland”) is the licensee of WJFW-TV, Rhinelander, WI (FID# 49699) and W27AU, Wausau, WI (FID# 49696). Bangor Communications, LLC (“Bangor”) is the licensee of WVII-TV, Bangor, ME (FID# 3667). Rockfleet Broadcasting III, LLC (“Rockfleet”) is the licensee of WFVX-LP, Bangor, ME (FID# 15287). This exhibit supports three concurrently-filed applications – two on FCC Form 315 and one on FCC Form 345 – which seek FCC consent to the transfer of control of Northland, Bangor, and Rockfleet (collectively, the “Licensees”) from Rockfleet Holdings, Inc. (“RHI”) to R. Joseph Fuchs (“Fuchs”).^{1, 2}

The diagram below details the current ownership structure of the Licensees.³ As set forth in the diagram, RHI, through Rockfleet Broadcasting, Inc. (“RBI”), Bangor Communications, Inc. (“BCI”), Northland Television, Inc. (“NTI”), and Rockfleet Broadcasting, L.P. (“RBLP”), has 100% voting control of the Licensees.



¹ Fuchs is a United States citizen. His address is provided in the application.

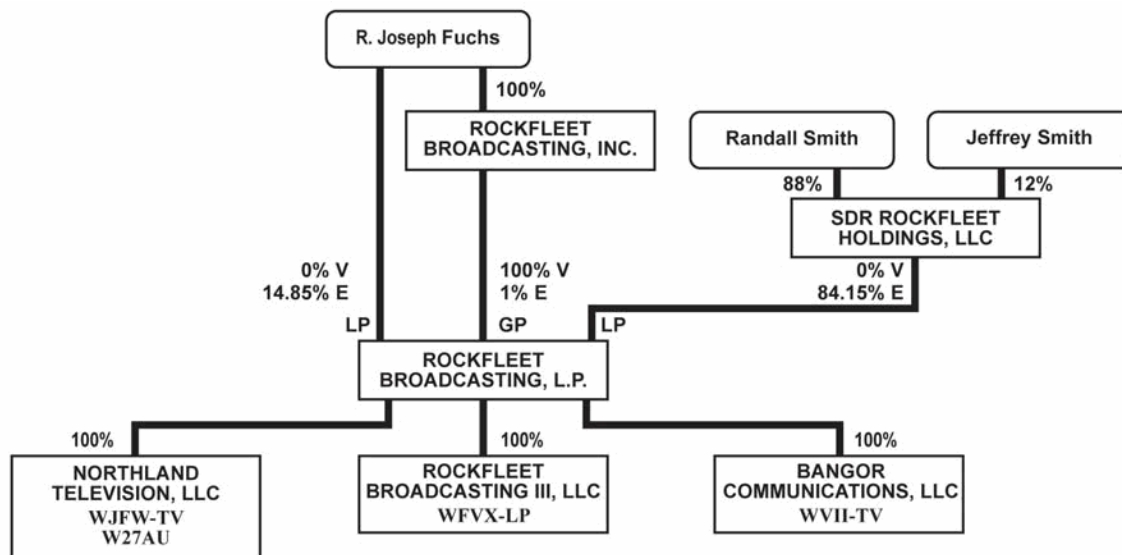
² Copies of the relevant agreements for these transactions are attached to this exhibit.

³ Unless otherwise noted, the percentages contained in the diagrams provided in this exhibit represent both voting and equity interests.

The proposed transfer of control will take place via a two-step process:

- Step 1: BCI and NTI will be merged and liquidated into RBI. As a result, RBI will become the sole general partner of RBLP and will, through RBLP, have 100% voting control of the Licensees.
- Step 2: RHI will sell all of its stock in RBI to Fuchs. As a result, Fuchs will, through RBI and RBLP, have 100% voting control of the Licensees.

The chart below details the ownership structure of the Licensees upon consummation of the proposed transaction.⁴



⁴ Related to the proposed transaction, it is also contemplated that the equity interests of the existing limited partners of RBLP may change. Specifically, it is contemplated that Fuchs's equity interest will increase to 59 percent while SDR Rockfleet Holdings, LLC's equity interest will decrease to 40 percent.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of this 6th day of May, 2008 by and between R. Joseph Fuchs, residing at 99 Herrick Rd., Southampton, New York 11968 ("Buyer") and Rockfleet Holdings, Inc., a Delaware corporation, with offices located c/o Smith Management LLC, 885 Third Avenue, New York, NY 10022 ("Seller").

WITNESSETH:

WHEREAS, Seller is the sole stockholder of Rockfleet Broadcasting, Inc., a Delaware corporation ("RBI"). RBI being the sole stockholder of each of Bangor Communications, Inc., a Maine corporation ("Bangor Communications") and Northland Television, Inc., a Wisconsin corporation ("Northland Television"). Bangor Communications and Northland Television being the General Partners of Rockfleet Broadcasting LP, a Delaware limited partnership ("Rockfleet Broadcasting"). owner and operator of (i) Bangor Communications LLC, the licensee of television station WVII-TV, Bangor, Maine; (ii) Northland Television LLC, the licensee of television station WJFW, Rhinelander, Wisconsin and television translator W27AU, Wausau, Wisconsin; and (iii) Rockfleet Broadcasting III, LLC, the licensee of low power television station WFVX-LP, Bangor, Maine (collectively, the "LLC Stations");

WHEREAS, each of Bangor Communications and Northland Television, on the one hand, and RBI, on the other hand, have adopted a plan of liquidation and dissolution, whereby each of Bangor Communications and Northland Television will transfer all of their respective assets and liabilities to RBI and RBI will assume all of such liabilities (the "Plans of Liquidation"), the completion of which is conditioned upon the issuance by the FCC of the FCC Consent (as herein defined);

WHEREAS, the LLC Stations have or will submit FCC Applications (as herein defined) seeking the FCC Consent, with the Closing of the transactions herein contemplated being subject to the issuance of such FCC Consent;

WHEREAS, following completion of the Plans of Liquidation, Seller wishes to sell and dispose of its entire right, title and interest in the capital stock of RBI and Buyer wishes to acquire said interest upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which and sufficiency of is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer at the Closing, free and clear of all liens, claims or encumbrances, all of Seller's right, title and interest in, 100 shares of common stock of RBI (the "Shares"), constituting all of the issued and outstanding common shares of RBI.

2. Selling Price. The selling price (the "Selling Price") for the Shares is Eight Hundred Ninety Six Dollars (\$896), payable by Buyer to Seller at the Closing (as herein defined).

3. Closing. The closing (the "Closing") for the purchase and sale of the Shares shall take place at the offices of Herrick, Feinstein LLP, 2 Park Avenue, New York, NY 10016 on the first business day after the FCC Consent (as herein defined) is obtained. At Closing:

(a) The Seller shall deliver to Buyer a share certificate of RBI, evidencing 100 shares of RBI common stock, together with a stock power duly endorsed by Seller transferring ownership to the Buyer; and

(b) The Buyer shall deliver to Seller the Purchase Price and a release in the form annexed hereto as Exhibit A, which is incorporated herein by reference thereto.

4. Representations, Warranties and Covenants by Seller.

(a) Seller represents, warrants and covenants to Buyer that:

(i) Ownership of Shares. (x) Seller is the true and lawful owner of the Shares and owns said Shares free and clear of all claims, liens, charges, encumbrances, security interests, and rights of others; (y) Seller has all necessary power and authority to execute this Agreement and to transfer the Shares to Buyer, free and clear of all claims, liens, charges, encumbrances, security interests, and rights of others; and (z) there are no agreements between Seller any other person relating to or restricting the transfer of the Shares as provided for by this Agreement.

(ii) No Violation of Laws or Agreements. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and the compliance with the terms, conditions and provisions of this Agreement by Seller shall not conflict with or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any of the terms, conditions or provisions of any indenture, mortgage, loan or credit agreement or any other agreement or instrument to which Seller is a party or by which it is bound or affected, or any judgment or order of any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, or any applicable law, rule or regulation.

(iii) Authorization of Agreement. This Agreement has been duly and validly executed and delivered on behalf of Seller, and Seller has taken all actions necessary on the part of Seller in order to transfer the Shares in accordance with this Agreement.

(iv) No Consents. Except for the FCC Consent defined in Section 6 hereof and the approval or consent of Wachovia Bank, as required by that certain Amended and Restated Term Loan Agreement, dated as of September 13, 2004, between Rockfleet Holdings, Inc., Rockfleet Broadcasting, Inc., Northland Television, Inc., Bangor Communications, Inc., Bangor Communications, LLC, Northland Television, Inc., Rockfleet Broadcasting III, LLC, Rockfleet Broadcasting LP and Wachovia Bank ("Wachovia Credit

Agreement”), no consent, authorization or approval of any third party or other person or the consent, authorization or filing with, any domestic governmental or administrative authority is required to be obtained or made by Seller in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

5. Indemnification by Seller. (a) Seller hereby agrees to defend, indemnify and hold harmless Buyer from and against:

(i) any loss, liability, claim, obligation, damage, cost, expense or deficiency arising out of or resulting from any misrepresentation, breach of any representation, warranty or non-fulfillment of any agreement on the part of Seller contained in this Agreement (collectively, “Indemnity Events”) and

(ii) any actions, judgments, costs and expenses (including reasonable attorneys’ fees and all other expenses incurred in investigating, preparing or defending any litigation or proceeding, commenced or threatened) arising from or relating to Indemnity Events.

(b) Survival/Limitation of Liability. The representations and warranties of Seller contained in this Agreement shall survive the Closing and remain in full force and effect for a period of 12 months following the Closing. Notwithstanding anything herein contained to the contrary, Seller’s maximum liability shall not exceed the Purchase Price and under no circumstance shall the Seller be liable to the Buyer for consequential, special or punitive damages or lost profits.

(c) Exclusivity. Buyer waives any rights and claims Buyer may have against Seller, whether in law or in equity (including claims for contribution or other rights of recovery arising out of or relating to any environmental, health or safety statute, law, regulation or rule, claims for breach of contract, breach of representation or warranty, negligent misrepresentation and all other claims for breach of duty), relating to the business of RBL Rockfleet Broadcasting or the LLC Stations, except as expressly provided for in this Section 5. After the Closing, this Section 5 shall be Seller’s exclusive remedy for any misrepresentation, breach of warranty, covenant or other agreement.

6. Conditions of Closing: FCC Consent and Final Order.

(a) The obligation of the Buyer and Seller to consummate the Closing is subject to and conditioned upon the FCC Consent to the FCC Applications (as herein defined) and the consent of Wachovia Bank referred to 4(a)(iv) being obtained. As used herein, “FCC Consent” means the written consents of the Federal Communications Commission (“FCC”) to the FCC Applications. As used herein, the “FCC Applications” means the separate applications filed with the FCC, on the proper form prescribed by the FCC, requesting the FCC’s written consent to the transfer of control of the LLC Stations, based upon (i) first, the consummation of Plans of Liquidation; and (ii) secondly, the purchase and sale of the Shares as described in this Agreement.

(b) In addition, the obligation of the Seller to consummate the Closing is conditioned upon and subject to the adoption of the Plans of Liquidation, upon terms and conditions satisfactory to Seller, and complete liquidation of Bangor Communications and

Northland Television in accordance with Section 332 of the Internal Revenue Code of 1986, as amended and receipt of all necessary consents from Wachovia Bank pursuant to the Wachovia Credit Agreement.

7. Special Covenant and Agreement of Buyer. In order to induce Seller to enter into this Agreement, the Buyer is making the following representations and warranties, acknowledging that in the absence thereof, the Seller would not have entered into this Agreement:

(a) Buyer is a sophisticated investor and businessman and has the appropriate knowledge and experience to evaluate and negotiate the terms and provisions for this transaction:

(b) Buyer has had the opportunity to consult with its advisors, including legal counsel and accountants, as he deems appropriate, and, following the recommendation of the Seller, has, in fact, consulted with his legal counsel and accountants:

(c) The Buyer has adequate information to evaluate the transaction provided for in this Agreement and has had the opportunity to discuss such information with his advisors;

(d) Neither the Seller nor any person affiliated with or representative of the Seller has made any representations or warranties, expressed or implied, regarding any aspect of the transaction provided for in this Agreement or otherwise pertaining to the business of the LLC Stations, except as set forth in this Agreement, and the Buyer is not relying on any such representations or warranties not contained in this Agreement, including any that pertain to tax or tax related matters; and

(e) Based upon the foregoing, Buyer covenants and agrees not to bring any legal proceeding against the Seller, at law or in equity, based upon any allegation that the Seller failed to disclose any material fact or information about the transaction or the business of the LLC Stations, including, without limitation any based upon or relying upon Section 10(b) of the Securities Exchange Act of 1934, as amended, and Rule 10(b)-5 promulgated thereunder, insofar as Buyer is entering into this transaction based solely upon the representations and warranties expressly provided for herein, with full recognition that there may other material facts or information known to the Seller and not known to the Buyer, as to which the Seller waives all rights and claims.

8. Notices. All notices, requests, demands and other communications which any party may desire or be required to give the other(s) under this Agreement, shall be deemed sufficiently given if in writing and delivered personally or sent by reputable overnight courier service to the addresses provided for above. Copies of any notices sent to Seller shall also be sent to

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attn: Irwin A. Kushner, Esq.

Any party shall have the right to substitute addresses for such notices upon prior written notice to the other parties given in the manner set forth above, provided that notice of such change of address shall be effective only upon receipt. Notices shall be deemed given when received or first rejected. The named attorneys for a party hereto shall have the right to deliver notices for and on behalf of such party.

9. Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment or modification shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

10. Counterparts. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

11. Miscellaneous.

(a) Expenses. The parties hereto shall pay their own costs and expenses, relating to this Agreement, the negotiations leading up to this Agreement and the performance of this Agreement, including, without limitation, the cost of their counsels, advisors and other professionals.

(b) Entire Agreement. This Agreement and the exhibit annexed hereto contains all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respect that subject matter.

(c) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

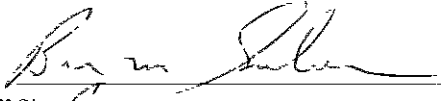
(d) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.


(e) Disclosure. None of the parties will, directly or indirectly, without the prior written consent of the other party, not to be unreasonably withheld or delayed, disclose any of the terms or provisions of this Agreement, except to attorneys, accountants and professional advisors, and as required by law or in connection with any judicial or administrative proceeding or inquiry.

(f) Additional Documents. In the event any further documentation is required by any person hereto in connection with this Agreement, the parties hereby agree to execute such documentation to further the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ROCKFLEET HOLDINGS, INC.

By: 
Name: Bruce J. Schuler
Title: Authorized Signatory


R. JOSEPH FUCHS

**PLAN OF LIQUIDATION AND DISSOLUTION
OF
NORTHLAND TELEVISION, INC.**

The following Plan of Liquidation and Dissolution (the "Plan") shall effect the complete liquidation and dissolution of NORTHLAND TELEVISION, INC., a Wisconsin corporation (the "Corporation"), in accordance with Section 180.1402 of the Wisconsin Business Corporation Law (the "WBCL").

1. Plan of Liquidation. Subject to prior receipt of FCC Consent (as herein defined) to the FCC Applications (as herein defined) being obtained and consent of Wachovia Bank in accordance with that certain Amended and Restated Term Loan Agreement, dated as of September 13, 2004, between Rockfleet Holdings, Inc., Rockfleet Broadcasting, Inc., Northland Television, Inc., Bangor Communications, Inc., Bangor Communications, LLC, Northland Television, Inc., Rockfleet Broadcasting III, LLC, Rockfleet Broadcasting LP and Wachovia Bank, the Corporation will cease the active conduct of its business and wind up its affairs and, within the meaning of the Internal Revenue Code of 1986, as amended, will liquidate and distribute all of its assets, if any, in complete liquidation, less any assets retained to meet claims, as soon as practicable. As used herein, "FCC Consent" means the written consents of the Federal Communications Commission ("FCC") to the FCC Applications. As used herein, the "FCC Applications" means the application filed with the FCC, on the proper form prescribed by the FCC, requesting the FCC's written consent to the transfer of control of Northland Television LLC based upon (i) first, the consummation of this Plan of Liquidation; and (ii) secondly, the purchase and sale of the Shares of the Corporation owned by Rockfleet Holdings, Inc. to R. Joseph Fuchs.

2. Approval and Ratification. The Plan shall be deemed adopted by the Corporation upon its approval by its sole stockholder, Rockfleet Broadcasting, Inc. ("Stockholder") and its sole director, Bruce M. Schnelwar.

3. Assets and Liabilities: Distribution of Assets. On or before December 31, 2008, all of the assets of the Corporation shall be transferred and assigned to Stockholder, subject to all of the liabilities of the Corporation as of the date of transfer. All of such liabilities shall be assumed by Stockholder.

4. Cancellation of Outstanding Shares. The foregoing distribution is in complete liquidation of the Corporation and in exchange solely for, and in complete redemption and cancellation of, and in payment for, all of the outstanding shares of the Corporation, and on or before December 31, 2008, the Shareholder shall surrender its certificates for cancellation.

5. Cessation of Business. Subject to prior FCC Consent of the FCC Applications, the Corporation shall cease doing business immediately upon adoption of the Plan, except to the extent required to wind up its affairs, and as soon thereafter as practicable complete liquidation of its assets.

6. Dissolution. The officers and director of the Corporation shall proceed with the voluntary dissolution of the Corporation under the laws of the WBCL at such time as they may deem appropriate, and may withdraw the Corporation from qualification in any other state they deem such action appropriate.

7. Authorization to Execute and File Documents. The officers and director of the Corporation are authorized, empowered, and directed to execute and file all documents which they deem necessary or advisable to carry out the purposes and intentions of this Plan, including a Articles of Dissolution under the WBCL, and information returns on the appropriate Treasury Department Forms, together with income tax returns and the information required by the applicable regulations.

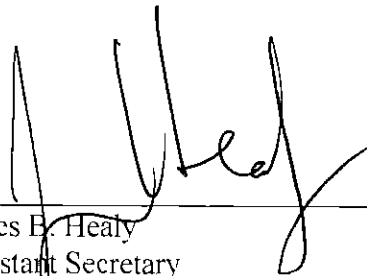
8. Authorization of Necessary Acts. The officers and director of the Corporation are authorized, empowered and directed to do any and all other things in its name and behalf which they may deem necessary or advisable in order to carry out the purposes and intentions of this Plan. They shall be held harmless by the Corporation for any action under this Plan taken in good faith, and any expense or liability so incurred by them shall be that of the Corporation.

9. Intent. It is intended that this Plan of Liquidation and Dissolution comply with the terms of Section 332 of the Internal Revenue Code of 1986, as amended.

Secretary's Certificate

The undersigned, the Assistant Secretary of NORTHLAND TELEVISION, INC., a corporation organized under the laws of the State of Wisconsin, hereby certifies that the attached Plan of Complete Liquidation and Dissolution of the corporation has been validly adopted and is currently in force, and that there are no amendments or supplements thereto.

Dated: as of May 6, 2008



James B. Healy
Assistant Secretary

PLAN OF LIQUIDATION AND DISSOLUTION
OF
BANGOR COMMUNICATIONS, INC.

The following Plan of Liquidation and Dissolution (the "Plan") shall effect the complete liquidation and dissolution of BANGOR COMMUNICATIONS, INC., Maine corporation (the "Corporation"), in accordance with 13-C MRSA §1401 of the Maine Business Corporation Act (the "MBCA").

1. Plan of Liquidation. Subject to prior receipt of FCC Consent (as herein defined) to the FCC Applications (as herein defined) being obtained and consent of Wachovia Bank in accordance with that certain Amended and Restated Term Loan Agreement, dated as of September 13, 2004, between Rockfleet Holdings, Inc., Rockfleet Broadcasting, Inc., Northland Television, Inc., Bangor Communications, Inc., Bangor Communications, LLC, Northland Television, Inc., Rockfleet Broadcasting III, LLC, Rockfleet Broadcasting LP and Wachovia Bank, the Corporation will cease the active conduct of its business and wind up its affairs and, within the meaning of the Internal Revenue Code of 1986, as amended, will liquidate and distribute all of its assets, if any, in complete liquidation, less any assets retained to meet claims, as soon as practicable.. As used herein, "FCC Consent" means the written consents of the Federal Communications Commission ("FCC") to the FCC Applications. As used herein, the "FCC Applications" means the application filed with the FCC, on the proper form prescribed by the FCC, requesting the FCC's written consent to the transfer of control of Bangor Communications, LLC based upon (i) first, the consummation of this Plan of Liquidation; and (ii) secondly, the purchase and sale of the Shares of the Corporation owned by Rockfleet Holdings, Inc. to R. Joseph Fuchs.

2. Approval and Ratification. The Plan shall be deemed adopted by the Corporation upon its approval by its sole stockholder, Rockfleet Broadcasting, Inc. ("Stockholder") and its sole director, Bruce M. Schnellwar.

3. Assets and Liabilities; Distribution of Assets. On or before December 31, 2008, all of the assets of the Corporation shall be transferred and assigned to Stockholder, subject to all of the liabilities of the Corporation as of the date of transfer. All of such liabilities shall be assumed by Stockholder.

4. Cancellation of Outstanding Shares. The foregoing distribution is in complete liquidation of the Corporation and in exchange solely for, and in complete redemption and cancellation of, and in payment for, all of the outstanding shares of the Corporation, and on or before December 31, 2008, the Shareholder shall surrender its certificates for cancellation.

5. Cessation of Business. Subject to prior FCC Consent of the FCC Applications, the Corporation shall cease doing business immediately upon adoption of the Plan, except to the extent required to wind up its affairs, and as soon thereafter as practicable complete liquidation of its assets.

6. Dissolution. The officers and director of the Corporation shall proceed with the voluntary dissolution of the Corporation under the laws of the MBCA at such time as they may deem appropriate, and may withdraw the Corporation from qualification in any other state they deem such action appropriate.

7. Authorization to Execute and File Documents. The officers and director of the Corporation are authorized, empowered, and directed to execute and file all documents which they deem necessary or advisable to carry out the purposes and intentions of this Plan, including a Certificate of Dissolution under the MBCA, and information returns on the appropriate Treasury Department Forms, together with income tax returns and the information required by the applicable regulations.

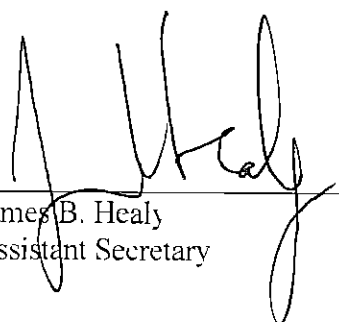
8. Authorization of Necessary Acts. The officers and director of the Corporation are authorized, empowered and directed to do any and all other things in its name and behalf which they may deem necessary or advisable in order to carry out the purposes and intentions of this Plan. They shall be held harmless by the Corporation for any action under this Plan taken in good faith, and any expense or liability so incurred by them shall be that of the Corporation.

9. Intent. It is intended that this Plan of Liquidation and Dissolution comply with the terms of Section 332 of the Internal Revenue Code of 1986, as amended.

Secretary's Certificate

The undersigned, the Assistant Secretary of BANGOR COMMUNICATIONS, INC., a corporation organized under the laws of the State of Maine, hereby certifies that the attached Plan of Complete Liquidation and Dissolution of the corporation has been validly adopted and is currently in force, and that there are no amendments or supplements thereto.

Dated: as of May 6, 2008


James B. Healy
Assistant Secretary