

TV ASSET PURCHASE AGREEMENT

between

WMTW BROADCAST GROUP, LLC,

and

HEARST-ARGYLE PROPERTIES, INC.

January 23, 2004

TABLE OF CONTENTS

Section	Page No.
ARTICLE 1 DEFINITIONS.....	1
1.1 Definitions	1
1.2 Other Defined Terms	7
1.3 Terms Generally.....	8
ARTICLE 2 SALE AND PURCHASE OF ACQUIRED ASSETS	8
2.1 Purchase and Sale of Acquired Assets	8
2.2 Excluded Assets	10
2.3 Assumption of Assumed Liabilities	10
2.4 Non-Assumed Liabilities	10
2.5 Purchase Price.....	11
2.6 Closing.....	11
2.7 Closing Deliveries by Seller.....	11
2.8 Closing Deliveries by Purchaser	12
2.9 Post-Closing Escrow	12
2.10 Payments and Computations	13
2.11 Allocation of Purchase Price.....	13
2.12 Collection of Accounts Receivable	13
2.13 Radio Station Call Letters	13
2.14 Purchase Price Adjustments.....	14
2.15 Post-Closing Discovery of Contracts	15
ARTICLE 3 GOVERNMENTAL APPROVALS AND CONTROL OF THE STATION.....	16
3.1 Governmental Consents	16
3.2 Control Prior to Closing.....	16
3.3 Hart-Scott-Rodino Notification.....	16
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER	17
4.1 Organization; Ownership	17
4.2 Authorization; Enforceability.....	17
4.3 Absence of Conflicting Agreements; Consents	17
4.4 Acquired Assets; Condition	18
4.5 Title to Acquired Assets; Liens	18
4.6 Licenses	18
4.7 Real Property	19
4.8 Contracts	21

4.9	Intangibles.....	21
4.10	Financial Statements and No Undisclosed Liabilities	21
4.11	Taxes.....	22
4.12	Reports.....	22
4.13	Personnel.....	22
4.14	Compliance with Law	23
4.15	Environmental Matters.....	23
4.16	Brokers.....	24
4.17	Transactions with Affiliates	24
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER		24
5.1	Incorporation.....	24
5.2	Authorization: Enforceability.....	24
5.3	Absence of Conflicting Agreements; Consents	25
5.4	FCC Licenses	25
5.5	Brokers.....	25
ARTICLE 6 CERTAIN MATTERS PENDING THE CLOSING		26
6.1	Access.....	26
6.2	Title Insurance, Surveys, and Environmental Reports	26
6.3	Notice of Adverse Changes.....	26
6.4	Operations Pending Closing.....	27
6.5	FCC Reports	28
6.6	Consents.....	28
6.7	Cooperation.....	28
6.8	Public Announcement	29
6.9	Estoppel Certificates	29
ARTICLE 7 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER.....		29
7.1	Compliance with Agreement.....	29
7.2	Representations and Warranties	29
7.3	No Material Adverse Effect or Change.....	29
7.4	Transfer Documents.....	29
7.5	Material Consents	29
7.6	Absence of Investigations, Claims and Proceedings	30
7.7	Governmental Consents	30
7.8	FCC Licenses	30
7.9	Absence of Liens.....	30
7.10	Hart-Scott-Rodino.....	30

7.11	Removal of Carrabassett Translator Requirement	30
7.12	Translator Leases	31
7.13	Waiver	31
ARTICLE 8 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER.....		31
8.1	Compliance with Agreement.....	31
8.2	Representations and Warranties.....	31
8.3	Assumption Documents	31
8.4	Absence of Investigations and Proceedings	31
8.5	FCC Consent.....	31
8.6	Hart-Scott-Rodino.....	32
8.7	Waiver	32
ARTICLE 9 EMPLOYEE AND OTHER MATTERS.....		32
9.1	Employees.....	32
9.2	Non-Solicitation.....	33
9.3	No Third Party Beneficiaries	34
9.4	No Other Bids	34
9.5	Transfer Taxes	34
9.6	Compliance with Bulk Transfer and Plant Closure Laws.....	34
ARTICLE 10 INDEMNIFICATION		34
10.1	Indemnification	34
10.2	Notification of Claims.....	36
ARTICLE 11 TERMINATION; MISCELLANEOUS		37
11.1	Termination.....	37
11.2	Remedies for Breach.....	38
11.3	Attorneys' Fees and Costs.....	39
11.4	Further Assurances.....	39
11.5	Survival.....	39
11.6	Risk of Loss	40
11.7	Entire Agreement, Amendment, and Waivers.....	40
11.8	Expenses	40
11.9	Benefit; Assignment.....	40
11.10	No Presumption	40
11.11	Notices	41
11.12	Counterparts; Headings.....	42
11.13	Severability	42
11.14	Third Party Beneficiaries	42

11.15	No Reliance	42
11.16	Governing Law	43
11.17	Submission to Jurisdiction, Waivers	43
11.18	Counterparts.....	43
11.19	Translator Construction	43

SCHEDULES

Schedule 1.1	Disclosure Schedule
--------------	---------------------

EXHIBITS

Exhibit A	Post-Closing Escrow Agreement
-----------	-------------------------------

Exhibit B	License Agreement
-----------	-------------------

ASSET PURCHASE AGREEMENT

THIS TV ASSET PURCHASE AGREEMENT is dated as of January 23, 2004, by and between WMTW BROADCAST GROUP, LLC, a Maine limited liability company ("Seller"), HEARST-ARGYLE PROPERTIES, INC., a Delaware corporation ("Purchaser").

WHEREAS, Seller owns and operates television broadcast station WMTW-TV serving Poland Spring/Portland, Maine (the "Station") under the FCC Licenses (as hereinafter defined); and

WHEREAS, Seller desires to sell, convey, transfer, and assign to Purchaser the Acquired Assets (as hereinafter defined), and Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities (as hereinafter defined) on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings specified:

"Accounting Firm" means (a) an independent certified public accounting firm in the United States of national recognition (other than a firm which then serves as the independent auditor for Seller, Purchaser, or any of their respective Affiliates) mutually acceptable to Seller and Purchaser or (b) if Seller and Purchaser are unable to agree upon such a firm, then the regular independent auditors for Seller and Purchaser shall mutually agree upon a third independent certified public accounting firm that is knowledgeable about the television broadcast industry, in which event "Accounting Firm" shall mean such third firm.

"Accounts Receivable" means all notes and accounts receivable of Seller and other evidences of indebtedness and rights of Seller to receive payments relating to or arising out of the conduct of the Business at any time prior to the Closing Date.

"Affiliate" means, with respect to any specified Person, any other Person who or which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person.

"Agreement" means this TV Asset Purchase Agreement, together with the Disclosure Schedule and the Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof.

"Business" means the operation and business of the Station.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banking institutions in the City of New York are authorized or obligated by law or executive order to close.

"Cash" means the aggregate of all cash, cash equivalents, and bank accounts of Seller.

"Claim" means any claim of any nature whatsoever, including any demand, charge, complaint, hearing, investigation, notice, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, or assessment.

"Code" means the Internal Revenue Code of 1986, as amended.

"Communications Act" means the Communications Act of 1934, as amended.

"Contracts" means those agreements and licenses (other than Licenses) which are used or held for use in the operation of or otherwise relate to the Business, whether written or oral, including the Trade Agreements, the Leases, and the Program Rights Agreements, including those agreements listed on Section 4.8 of the Disclosure Schedule and those entered into by Seller between the date hereof and the Closing Date in the ordinary course of business pursuant to Section 6.4 hereto.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term "Controlled" shall have a correlative meaning.

"Copyrights" means all copyrights and copyright applications owned, leased or licensed by Seller or any Affiliate of Seller and used or held for use in the operation of the Business, including those items described on Section 4.9 of the Disclosure Schedule.

"Disclosure Schedule" means the Disclosure Schedule attached as Schedule 1.1 hereto.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Employees" means the employees of the Station as of the date hereof and those hired by Seller between the date hereof and the Closing Date in the ordinary course of business pursuant to Section 6.4 hereto.

"Environmental Laws" means any Law, judgments, decrees, stipulations, or injunctions pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), Hazardous Materials, wetlands, public or employee health or safety or any other environmental matter, including, without limitation, the following Laws as in effect as of the Closing Date: (i) Clean Air Act (42 U.S.C. §7401, et seq.); (ii) Clean Water Act (33 U.S.C. §1251, et seq.); (iii) Emergency Planning and Community Right-to-

Know Act (42 U.S.C. §11001, et seq.); (iv) Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); (v) Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (vi) Occupational Safety and Health Act (29 U.S.C. §651, et seq.); (vii) Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.); (viii) Safe Drinking Water Act (42 U.S.C. §300f, et seq.); (ix) Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (x) Rivers and Harbors Act (33 U.S.C. §401, et seq.), (xi) Endangered Species Act (16 U.S.C. §1531, et seq.); (xii) Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.); (xiii) any similar or applicable environmental state Laws; and (xiv) any other Laws relating to Hazardous Materials; and (xv) any Laws relating to radio radiation.

“Environmental Losses” means all Losses imposed by, or incurred under or pursuant to Environmental Laws, including all Losses related to Remedial Actions, where such Losses are based on, rise out of, or are otherwise in respect of the ownership or operation of the Business or the Acquired Assets.

“Equipment” means all machinery, broadcast and other equipment, cables, furniture, fixtures, furnishings, tools, computers and computer supplies, office materials and supplies, automobiles, trucks and other vehicles, cameras, microphones, transmitters, antennas, spare parts, inventories of any nature or kind, leasehold improvements, video libraries and archives, parts, blank films and tapes, and other items of tangible personal property owned, leased, or licensed by Seller or any Affiliate of Seller and used or held use in the conduct of the Business, together with any additions, improvements and replacements thereto between the date of this Agreement and the Closing Date, including the Equipment listed on Section 4.4(a) of the Disclosure Schedule.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“FCC Consent” means the FCC’s initial grant of its consent to the assignment of the FCC Licenses from Seller to Purchaser.

“FCC Licenses” means all licenses, permits, and authorizations issued by the FCC with respect to the Station.

“Final Order” means action by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority), which shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended and with respect to which no timely request for stay, petition for rehearing, appeal, or certiorari or sua sponte action of the FCC with comparable effect shall be pending and as to which the time for filing any such request, petition, appeal, certiorari, or for the taking of any such sua sponte action by the FCC shall have expired.

“GAAP” means United States generally accepted accounting principles, consistently applied.

"Governmental Entity" means (a) a multinational, federal, provincial, state, municipal, local, or other governmental department, court, commission, board, bureau, agency, legislative body, or instrumentality, domestic or foreign, or (b) any subdivision, agent, commission, board, department, authority, or similar body or instrumentality of any of the foregoing.

"Governmental Permits" means all licenses, franchises, permits and authorizations issued to Seller or any Affiliate of Seller by any Government Entity for the operation of the Station, other than FCC Licenses.

"Hazardous Materials" means any wastes, substances, chemicals, or materials (whether solids, liquids or gases) that are, as of the date of this Agreement, defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to prohibition or regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, asbestos-related products, radioactive materials and wastes, and petroleum and petroleum products (including crude oil or any fraction thereof) and other pollutants and contaminants.

"HSR Act" means the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"IRS" means the Internal Revenue Service.

"Intangible Property" means: (a) the Copyrights; (b) the Trademarks; (c) the Trade Secrets; (d) all of the rights of Seller or any Affiliate of Seller to the call letters "WMTW," "WMTW(AM)," "WMTW-FM," "WMTW-TV" and "WMTW-DT"; (e) website domain names owned, leased or licensed by Seller or any Affiliate of Seller and used or held for use in the operation of the Business and any associated Station website, and (f) all goodwill, if any, associated with any of the foregoing.

"Knowledge of Purchaser" or "to Purchaser's Knowledge" means the actual knowledge of the directors or officers of Purchaser.

"Knowledge of Seller" or "to Seller's Knowledge" means the actual knowledge of the officers or members of Seller, or any management employee of Seller, including its director of engineering.

"Law" means any federal, state, county, provincial, local or foreign statute, law, ordinance, regulation, rule, code or rule of common law.

"Leased Premises" means that portion of the Real Property which is leased or licensed by Seller or any Affiliate of Seller and is used or held for use in the conduct of the Business.

"Leases" means those leases and license agreements (including any and all assignments, amendments, and other modifications of such leases and license agreements) pertaining to any Leased Premises.

"Licenses" means, collectively, the Governmental Permits and the FCC Licenses.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, adverse claim of ownership or use, restriction on transfer (including rights of first refusal) or use, or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any of the Acquired Assets, the Business, or the Station, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement, and the filing of or agreement to give any financing statement with respect to any of the Acquired Assets, the Business, or the Station under the Uniform Commercial Code of any state or comparable law of any U.S. jurisdiction.

"Losses" means any losses, costs, expenses, damages including compensatory, exemplary, or punitive damages, Taxes, penalties, liens, charges, demands, liabilities, obligations, and Claims of any kind (including interest, penalties, and reasonable attorneys' and consultants' fees, expenses, and disbursements).

"Material Adverse Effect" means one or more changes or effects, individually or in the aggregate, that are, or may reasonably be expected to be, materially adverse to (i) any of the Acquired Assets, the Station, the Business, or the condition (financial or otherwise) of the Business, in each case taken as a whole, or (ii) the ability of Seller to perform its obligations under this Agreement; notwithstanding the foregoing, changes or effect resulting from the following shall not be considered a Material Adverse Effect: (a) general economic conditions applicable to the television broadcast industry, (b) general conditions in the market in which the Station operates, or (c) circumstances that are not likely to recur and have been substantially remedied without material cost or delay.

"Owned Real Property" means that portion of the Real Property which is owned by Seller or any Affiliate of Seller and is used or held for use in the conduct of the Business.

"Permitted Liens" means (a) liens for current taxes not yet due and payable, (b) landlord's liens and liens for property taxes not delinquent, (c) statutory liens that were created in the ordinary course of business, (d) leased interests in property owned by others and leased interests in property leased to others as listed on Section 4.7(b) of the Disclosure Schedule, (e) restrictions set forth in, or rights granted to Governmental Entities as set forth in, applicable Law, and (f) easements, exceptions, restrictions that are disclosed on Section 1.1 of the Disclosure Schedule.

"Person" means any individual, corporation, general or limited partnership, limited liability company, firm, association, Governmental Entity, trust, or other legal entity or organization.

"Phase I Report" means a Phase I environmental review of any Real Property.

"Program Rights" means all rights of Seller or any Affiliate of Seller currently existing or obtained prior to the Closing Date to broadcast television programs or shows as part of

the Station's programming and for which Seller is or will be obligated to compensate the vendor of such Program Rights, including all film and program barter agreements.

"Program Rights Agreements" means all Contracts related to the Business with respect to Program Rights.

"Purchaser's Account" means an account designated from time to time by Purchaser in a written notice to Seller for the payment of amounts due to Purchaser pursuant to the terms hereof.

"Radio Partners" means Radio Partners of Maine, LP, an Affiliate of Seller.

"Radio Stations" means radio broadcast stations WTHF(FM), WMEK-FM, WMTW-FM, WMTW(AM), WLAM(AM), and FM Translator W245AA owned by Radio Partners.

"Real Property" means any and all real property owned, leased, or licensed by Seller or any Affiliate of Seller used or held for use in the conduct of the Business, and all buildings, improvements and fixtures thereon, together with all strips and gores, rights of way, easements, privileges and appurtenances pertaining thereto.

"Records" means files and records, including schematics, technical information and engineering data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints, programming information, correspondence, books of account, employment records, customer files, purchase and sales records and correspondence and customer lists, advertising records, files and literature, and FCC logs, files and records, and other written materials relating to the Station and the conduct of the Business; provided, however, that "Records" shall not mean or include the company minute books and ownership records of Seller and equity of Seller, nor shall they include any communications that do not relate to the Acquired Assets that are currently protected from disclosure by virtue of the attorney-client privilege.

"Release" means to pump, pour, empty, eject, spill, leak, emit, deposit, discharge, disseminate, leach, migrate, dispose, dump, inject, or place into the environment, or to cause any of the foregoing.

"Remedial Actions" means any action undertaken (a) to clean up, remove, treat, or in any other way respond to any presence, Release, or threat of Release of any Hazardous Materials; (b) to prevent any Release of Hazardous Materials where such Release would violate any Environmental Laws or would endanger or threaten to endanger public health or welfare or the environment; or (c) to perform studies, investigations, or monitoring related to the foregoing.

"Seller's Account" means an account designated from time to time by Seller in a written notice to Purchaser for the payment of amounts due to Seller pursuant to the terms hereof.

"Tax" means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangibles, or other taxes, fees, stamp taxes, duties, charges, levies, or assessments of any kind whatsoever (whether payable directly or by

withholding), together with any interest and any penalties, additions to tax, or additional amounts imposed by any Tax Authority with respect thereto.

“Tax Authority” means any Governmental Entity having jurisdiction over the assessment, determination, collection, or other imposition of any Tax.

“Tax Returns” means all returns and reports (including elections, declarations, disclosures, schedules, estimates, and information returns) required to be supplied to a Tax Authority relating to Taxes.

“Trade Secrets” means all proprietary information of Seller or any Affiliate of Seller used or held for use in the conduct of the Business.

“Trademarks” means all of those trade names, trademarks, service marks, jingles, slogans, logos, call letters and call signs, trademark and service mark registrations, and trademark and service mark applications owned, leased or licensed by Seller or any Affiliate of Seller and used or held for use in the conduct of the Business, including those items described on Section 4.9 of the Disclosure Schedule and the goodwill appurtenant thereto.

“Trade Agreement” means any contract, agreement, or commitment of Seller, oral or written, pursuant to which Seller has sold or traded commercial air time or commercial production services of the Station in consideration for any property or services in lieu of or in addition to cash, excluding film and program barter agreements, including those listed on Section 4.8 of the Disclosure Schedule.

1.2 Other Defined Terms. The following terms have the meanings defined for such terms in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Acquired Assets	2.1
Acquisition Proposal	9.4
Assumed Liabilities	2.3
Call Sign License Agreement	2.13
Closing	2.6
Closing Accounts Receivable	2.12
Closing Date	2.6
Collection Period	2.12
Cure Period	11.1(c)
Effective Time	2.14(b)(1)
Employee Benefit Plans	4.13(a)
Escrow Agent	2.9
Excluded Assets	2.2
Financial Statements	4.10
Governmental Consents	3.1(b)

Indemnified Party	10.1(c)
Indemnifying Party	10.2(a)
Liquidated Damages	11.2(c)
Material Contracts	4.8
Non-Assumed Liabilities	2.4
Post-Closing Escrow Deposit	2.9
Purchase Price	2.5
Purchaser	Preamble
Purchaser Benefit Plans	9.1(a)
Purchaser Indemnified Parties	10.1(a)
Reference Balance Sheet	4.10
Seller	Preamble
Seller Indemnified Parties	10.1(b)
Seller's 401(k) Plan	9.1(b)
Station	Recitals
Surveys	6.2(b)
Third Party Consents	2.7(b)
Trade Report	2.14(b)(3)
Transferred CBA Employees	9.1(a)
Transferred Employees	9.1(a)
Transferred Non-CBA Employees	9.1(a)

1.3 Terms Generally. (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit, and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified, (c) the word "including" and words of similar import when used in this Agreement means "including, without limitation," unless otherwise specified, and (d) provisions shall apply, when appropriate, to successive events and transactions.

ARTICLE 2

SALE AND PURCHASE OF ACQUIRED ASSETS

2.1 Purchase and Sale of Acquired Assets. Subject to the terms and conditions of this Agreement, Seller shall, to the fullest extent permitted by Law, assign, sell, convey, transfer, and deliver to Purchaser, and Purchaser shall, to the fullest extent permitted by Law, acquire from Seller free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to the assets, properties and rights (other than the Excluded Assets) of every type and description, real, personal and mixed, tangible and intangible, that are owned, leased, or licensed by Seller or any Affiliate of Seller and are used or held for use by Seller or any Affiliate of Seller in connection with, or that are otherwise related to or required for, the conduct of the Business of every kind, nature, and description, wherever such assets, properties, and rights are located, and whether or not any of such

assets, properties, and rights have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller's books or financial statements (collectively, "Acquired Assets"), including, without limitation:

- (a) the Contracts (including all orders and agreements now existing, or entered into in the ordinary course of business between the date of this Agreement and the Closing Date, for the sale of advertising time on the Station except for those which are terminated or expire prior to the Closing);
- (b) the Equipment;
- (c) the Intangible Property;
- (d) the Licenses;
- (e) the Real Property;
- (f) the Records;
- (g) Claims of Seller, deposits, prepayments, prepaid expenses, refunds, rights of set off, and rights of recoupment of any kind or nature relating to the Acquired Assets or the Assumed Liabilities to the extent that a credit was made in favor of Seller in making prorrations pursuant to Section 2.14;
- (h) any and all refunds of Taxes relating to the operation of the Business on or after the Closing Date, other than refunds of income Taxes that relate to the sale of the Acquired Assets;
- (i) any insurance proceeds assigned to Purchaser pursuant to Section 11.6;
- (j) to the extent not included in (a) through (i) above, all programming owned by Seller as of the date of this Agreement and used in connection with the Business, whether recorded on film, tape, or any other medium or intended for live performance, television broadcast, or other medium and whether completed or in production (such as outlines, scripts or otherwise), and all related common law and statutory copyrights owned by, issued to, or held by Seller and used in connection with the Business, together with all such programs, materials, elements, and copyrights acquired by Seller in connection with the Business between the date of this Agreement and the Closing Date, but excluding those rights and/or materials consumed or expired between the date of this Agreement and the Closing Date;
- (k) to the extent not included in (a) through (j) above, and to the extent transferable, all of Seller's rights under manufacturers' and vendors' warranties (either express or implied) relating to the Acquired Assets and, if said rights are not assignable to Purchaser, Seller agrees to use commercially

reasonable efforts to enforce such rights to Purchaser's benefit at Purchaser's sole expense;

- (l) all of Seller's goodwill in, and going concern value of, the Station;
- (m) except as listed on Section 2.2 of the Disclosure Schedule, all assets, whether tangible or intangible, jointly held or used by the Radio Stations and the Station, which assets shall be conveyed to Purchaser free of any claim, right, or interest by or of the Radio Stations or Seller's Affiliates; and
- (n) all other assets owned, leased, or licensed by Seller or any of its Affiliates and used or held for use in the conduct of the Business.

2.2 Excluded Assets. The following assets (the "Excluded Assets") are not included in the Acquired Assets and Seller shall not sell to Purchaser and Purchaser shall not purchase from Seller: (a) any and all Claims related to the conduct of the Business with respect to transactions or events occurring prior to and including the Closing Date, including Claims for refunds of Taxes and refunds of fees paid to the FCC; (b) all contracts of insurance entered into by Seller with respect to the conduct of the Business; (c) all assets, properties, interests and rights of Seller listed on Section 2.2 of the Disclosure Schedule; (d) Cash; (e) Accounts Receivable; (f) the Employee Benefit Plans and any assets thereof; (g) Equipment disposed of or consumed in the ordinary course of business of Seller between the date hereof and the Closing Date; (h) all Contracts not listed on Section 4.8 of the Disclosure Schedule as of the Closing Date and pursuant to Section 6.4, except to the extent that Purchaser expressly assumes such Contracts as provided for by Section 2.15; (i) all Contracts that are terminated or expire prior to Closing in the ordinary course of business of Seller; (j) Seller's name, company minute books, ownership records and equity of Seller; and (k) all other assets owned, leased, licensed, used, or held for use by Seller or any of its Affiliates other than those that relate to the Business, the Station, or the Acquired Assets, including those used exclusively in the operation of the Radio Stations whether located on the Real Property or elsewhere.

2.3 Assumption of Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Purchaser shall assume, and agree to pay, perform, and discharge when due (a) the obligations and liabilities of Seller under the Contracts and the FCC Licenses to the extent that such obligations and liabilities arise with respect to the conduct of the Business after the Closing Date, except, in the case of Contracts, those Contracts, if any, included in the Excluded Assets, and (b) the obligations described in Section 9.1(c) (collectively, the "Assumed Liabilities").

2.4 Non-Assumed Liabilities. Anything in this Agreement to the contrary notwithstanding, Purchaser shall not assume or be bound by or be obligated or responsible for any duties, responsibilities, commitments, expenses, obligations, or liabilities of Seller or relating to the Acquired Assets, the Station, or the Business (or which may be asserted against or imposed upon Purchaser as a successor or transferee of Seller as an acquiror of the Acquired Assets, the Station, or the Business, or otherwise as a matter of law) of any kind or nature (fixed or contingent, known or unknown, whether arising prior to or after the Closing), other than the Assumed Liabilities (the "Non-Assumed Liabilities"). Without limiting the foregoing, all of the following shall be considered

Non-Assumed Liabilities for the purposes of this Agreement: (a) any liability or obligation with respect to any Taxes incurred or owed by Seller or its Affiliates whether or not incurred or owed in connection with the Acquired Assets, except for the payment of transfer Taxes pursuant to Section 9.5; (b) any liability or obligation (including Environmental Losses) arising out of, in connection with, or as a result of the ownership or operation of any of the Acquired Assets, the Station, or the Business by Seller or any liability or obligation associated with any other business of Seller or its Affiliates; (c) any liability or obligation to the extent the same constitutes a breach of any representation or warranty of Seller contained in or made pursuant to this Agreement; (d) any liability or obligation which relates to any event or transaction occurring prior to the Closing Date; and (e) any liability or obligation in respect of the Excluded Assets. Seller will pay or discharge when due all Non-Assumed Liabilities.

2.5 Purchase Price. Subject to adjustment in accordance with Section 2.9 and Section 2.14, the aggregate purchase price to be paid by Purchaser for the Acquired Assets shall be Thirty Seven Million Five Hundred Thousand Dollars (\$37,500,000) (the "Purchase Price").

2.6 Closing. Subject to the conditions to the obligations of the parties set forth in Articles 7 and 8, the closing of the purchase and sale of the Acquired Assets and the other transactions contemplated hereby (the "Closing") shall take place at 10:00 a.m. (New York time) on the tenth (10th) Business Day following the later to occur of (a) the expiration or termination of any applicable waiting period under the HSR Act, and (b) the date the FCC Consent becomes a Final Order (the "Closing Date"), at the offices of Purchaser at 888 Seventh Avenue, New York, New York, or at such other time or on such other date or at such other place as Seller and Purchaser may mutually agree upon in writing; provided, however, if the conditions set forth in Article 7 or Article 8 have not been satisfied or waived by the Closing Date, and this Agreement has not been terminated pursuant to Article 11, the Closing shall take place, and the Closing Date shall be extended to occur at 10:00 a.m. (New York time) on the tenth (10th) Business Day following the satisfaction of all conditions set forth in Article 7 and Article 8, or at such other time, date or place as Seller and Purchaser may mutually agree upon in writing.

2.7 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(a) bills of sale, warranty deeds, assignment of Contracts and Licenses, and all other instruments of assignment, in form and substance as Purchaser may reasonably require, necessary or appropriate for transfer to Purchaser of the Acquired Assets in accordance herewith, duly executed by Seller;

(b) all consents of third parties obtained by Seller as of the Closing Date to the transfer of Contracts and Licenses requiring such consent ("Third Party Consents"), including all necessary consents to the assignment of Material Contracts;

(c) all estoppel certificates obtained pursuant to Section 6.9;

(d) U.C.C. termination statements in recordable form, and other appropriate releases, in form and substance as Purchaser may reasonably require, sufficient to release any recorded Liens (other than Permitted Liens), if any, on the Acquired Assets;

(e) executed Post-Closing Escrow Agreement;

(f) copies of any judgments outstanding as of the date of this Agreement or through the date of Closing, if any, against Seller;

(g) executed Call Sign License Agreement, if required pursuant to Section 2.13;
and

(h) such other certificates and documents required to be delivered as provided in Article 7 hereof or as Purchaser may reasonably request to evidence the transfer of the Acquired Assets.

2.8 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) the Purchase Price by wire transfer in immediately available funds to Seller's Account, less the Post-Closing Escrow Deposit and any other adjustments made pursuant to this Agreement;

(b) instruments of assumption, in form and substance as Seller may reasonably require, necessary or appropriate for the assumption by Purchaser of the Assumed Liabilities in accordance herewith, duly executed by Purchaser;

(c) executed Post-Closing Escrow Agreement;

(d) executed Call Sign License Agreement, if required pursuant to Section 2.13;
and

(e) such other certificates and documents required to be delivered as provided in Article 8 hereof or as Seller may reasonably request to evidence the assumption of the Assumed Liabilities.

2.9 Post-Closing Escrow. At the Closing, Purchaser shall deliver Two Million Dollars (\$2,000,000.00) (the "Post-Closing Escrow Deposit") of the Purchase Price to Bank of America (the "Escrow Agent") pursuant to a Post-Closing Escrow Agreement in the form of Exhibit A annexed hereto. The Post-Closing Escrow Deposit shall be held in accordance with the terms of that Post-Closing Escrow Agreement to secure the performance of Seller's obligations under this Agreement, including without limitation, Seller's payment obligations with respect to the translator construction pursuant to Section 11.19. Unless necessary to cover Claims made under this Agreement, the Post-Closing Escrow Deposit shall be delivered to Seller on a date twelve (12) months after the Closing Date. Interest earned on the Post-Closing Escrow Deposit shall at all times be paid to Seller.

2.10 Payments and Computations. Each party shall make each payment due to the other party hereunder on the day when due in U.S. dollars, in each case to Seller's Account or Purchaser's Account, as the case may be, by wire transfer in immediately available funds. Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

2.11 Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets for all purposes (including Tax and financial accounting purposes) in accordance with the respective fair market values of the Acquired Assets and in accordance with Section 1060 of the Code as set forth on Section 2.11 of the Disclosure Schedule. Purchaser and Seller (i) shall execute and file all Tax Returns and prepare all financial statements, returns, and other instruments in a manner consistent with the allocation determined pursuant to this Section, and (ii) shall cooperate with each other in a timely filing, consistent with such allocation, of Form 8594 with the IRS.

2.12 Collection of Accounts Receivable. At the Closing, Seller shall turn over to Purchaser, for purposes of collection only, all of the Accounts Receivable that are outstanding and unpaid as of the Closing, except for those Accounts Receivable which Seller has instituted litigation or a collection action (the "Closing Accounts Receivable"). Purchaser shall use commercially reasonable efforts in the ordinary course of business to collect the Closing Accounts Receivable for a period of one hundred twenty (120) days following the Closing Date (the "Collection Period"); provided, that Purchaser shall have no obligation to initiate litigation or any other collection action. During the Collection Period, neither Seller nor its agents shall make any solicitation or other attempt to collect the Closing Accounts Receivable. All payments received by Purchaser during the Collection Period from any person obligated with respect to any of the Closing Accounts Receivable shall be applied first to Seller's account, and only after full satisfaction thereof, to Purchaser's account. If, during the Collection Period, any account debtor contests the validity of its obligation under a Closing Accounts Receivable, Purchaser shall return that Accounts Receivable to Seller and shall have no further obligation with respect thereto, except to forward to Seller any payments received on such Accounts Receivable. Throughout the Collection Period, Purchaser shall furnish to Seller on the fifteenth day of each month a list of the Closing Accounts Receivables collected during the preceding month, together with a payment equal to the amount of such collections. At the expiration of the Collection Period, Purchaser shall pay to Seller whatever remaining amounts have been collected on the Closing Accounts Receivable and turn over to Seller, and have no further obligation regarding, all Closing Accounts Receivable still outstanding.

2.13 Radio Stations Call Letters. The parties acknowledge that Radio Partners has entered into an Asset Purchase Agreement dated December 3, 2003, concerning the sale of the Radio Stations to Nassau Broadcasting Holdings, Inc. ("Nassau"). In the event that Radio Stations WMTW-FM and/or WMTW(AM) are sold by Radio Partners to Nassau or some other third party, Seller agrees that Seller shall cause such sale to be subject to the requirement that, within thirty (30) days after the closing of such sale, the third party buyer will take all action necessary to effectuate FCC approval of the change of the call letters of WMTW-FM and/or WMTW(AM) to call letters that are not likely to cause confusion among consumers with the call letters WMTW-TV; provided,

however, that Purchaser may, at its election in its sole discretion, allow such third party to continue to utilize the existing call letters subject to the execution of a license agreement satisfactory to Purchaser. In the event that Seller or Radio Partners retains WMTW-FM, and/or WMTW(AM) after the Closing, Seller or Radio Partners, as the case may be, may continue to utilize the existing call letters subject to the execution of a license agreement substantially in the form set forth in Exhibit B (the "Call Sign License Agreement").

2.14 Purchase Price Adjustments.

(a) Prorations. At the Closing, all revenue and expenses relating to the Acquired Assets or the Assumed Liabilities and arising from the operation of the Station shall be apportioned and allocated between Purchaser and Seller as of the Closing Date on the basis of the period of time to which such revenue or expenses apply in accordance with the principles set forth below. To the extent such items cannot be determined at Closing, a final settlement on such prorations shall be made within sixty (60) days after the Closing Date. If the Closing occurs before the real estate tax rate is fixed for the then current term, the apportionment of real estate Taxes at Closing shall be upon the basis of the tax rate for the preceding tax year applied to the latest assessed valuation. If such tax rate is changed with respect to any period of time prior to the Closing Date, as defined herein, the post-Closing proration shall include a corresponding adjustment in the final proration made pursuant to this Section.

(b) Principles. The prorations shall be made pursuant to the following principles:

(1) All revenues and expenses relating to the Acquired Assets or the Assumed Liabilities and arising from the operation of the Station, including without limitation revenues and expenses arising under Contracts (including Program Rights Agreements), business and license fees, utility charges, real and personal property Taxes levied against the Acquired Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges, security deposits, and similar prepaid and deferred items, shall be prorated between Purchaser and Seller in accordance with the principle that Seller shall receive all revenues and be responsible for all expenses, costs, and liabilities allocable to the operations of the Station for the period prior to 12:01 a.m. on the Closing Date (the "Effective Time"), and Purchaser shall receive all revenues and be responsible for all expenses, costs, and obligations allocable to the operations of the Station for the period after the Effective Time.

(2) There shall be no adjustment for, and Seller shall remain solely liable with respect to, the Non-Assumed Liabilities.

(3) At the Closing, Seller shall deliver to Purchaser a report, dated as of the Closing Date (the "Trade Report"), which lists all Trade Agreements included in the Acquired Assets, together with an itemized statement of the aggregate value owed pursuant to each of the Trade Agreements and the fair market value of goods and services to be received pursuant to each of the Trade Agreements as of the Closing Date. The Purchase Price to be paid by Purchaser to Seller at the Closing shall be reduced to the extent that the aggregate value of the Station's post-Closing obligations under Trade Agreements for the broadcast of advertising time after the Closing Date

exceeds by more than fifteen thousand dollars (\$15,000) the aggregate value of the corresponding goods and services (*i.e.*, the value of goods and services to be received by the Station under the Trade Agreements after the Closing plus goods and services received by the Station under the Trade Agreements before the Closing to the extent included in the Acquired Assets), provided that the Trade Agreement with Verizon Wireless (dated June 2003) and the Trade Agreement with Louis Chevrolet (dated August 21, 2003) shall be excluded from such calculation. In no event, however, shall the Purchase Price to be paid by Purchaser to Seller at Closing be increased to the extent that the aggregate value of the corresponding goods and services exceeds the aggregate value of the time to be aired by the Station after the Closing.

(4) There shall be no proration of music license fees. Seller is responsible for filing and paying all music license fees (ASCAP, BMI, SESAC, etc.) due and payable as of the Effective Time, and Purchaser is responsible for filing and paying all such fees due and payable after the Effective Time.

(5) Allocation of responsibility between Seller and Purchaser for salaries, commissions, unused vacation and sick leave, and severance for all Employees is provided for in Article 9.

(c) Disputes. In the event of any disputes between the parties as to any adjustments under this Section, the amounts not in dispute shall be paid at the time provided herein, and the Accounting Firm shall resolve the dispute. The Accounting Firm's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. Any fees of the Accounting Firm shall be split equally between the parties.

2.15 Post-Closing Discovery of Contracts. In addition to any rights which might arise from Section 6.4(e), in the event that, after Closing, it is discovered that a Contract has been omitted from Section 4.8 of the Disclosure Schedule as of the Closing Date, Purchaser shall have the option, for no additional consideration, of (i) assuming the Contract as an Acquired Asset, or (ii) rejecting the Contract as an Excluded Asset. If Seller acquires knowledge of such a Contract, Seller shall give notice to Purchaser. Purchaser shall have thirty (30) days from the date of such notice to decide whether to elect to assume the Contract or not, which election shall be given by notice to Seller (if no notice of election is given, Purchaser will be deemed to have elected not to acquire the Contract). If Purchaser acquires knowledge of such a Contract, Purchaser shall give notice to Seller if it elects not to assume that Contract. In the event any such Contract that Purchaser has elected to assume requires the consent of a third party, Seller shall use commercially reasonable efforts to obtain such consent.

ARTICLE 3
GOVERNMENTAL APPROVALS AND CONTROL OF THE STATION

3.1 Governmental Consents.

(a) FCC Consent. Purchaser and Seller shall prepare and file with the FCC as soon as practicable, but in no event later than five (5) Business Days, after the execution of this Agreement, the requisite applications and other necessary instruments or documents requesting the FCC Consent. Purchaser and Seller shall prosecute such applications with all reasonable diligence to obtain the requisite FCC Consent.

(b) Other Governmental Consents. Promptly following the execution of this Agreement, Purchaser and Seller shall prepare and file with the appropriate Governmental Entities any other requests for approval or waiver that are required from other Governmental Entities in connection with the transactions contemplated hereby (including the FCC Consent, the "Governmental Consents"), and shall diligently prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers. The Governmental Consents are listed on Section 3.1 of the Disclosure Schedule.

3.2 Control Prior to Closing. Between the date hereof and the Closing Date, Purchaser shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operation of the Station. Such operation, including complete control and supervision of all Employees and all programs and policies of the Station, shall be the sole responsibility of Seller. Neither title nor right to possession of the Station or any of the Acquired Assets shall pass to Purchaser until the Closing, but Purchaser shall, however, be entitled to reasonable inspection of the Station and the Acquired Assets pursuant to Section 6.1. After the Closing, Seller shall not have any right to control the Station, and Seller shall not have any reversionary rights in the Station.

3.3 Hart-Scott-Rodino Notification. Purchaser and Seller agree that each will, to the extent required by law as a result of the entry into this Agreement, or otherwise, as soon as practicable, but in any event not less than twenty (20) days from the written request of Purchaser, complete and file the "Antitrust Improvements Act Notification and Report Form for Certain Mergers and Acquisitions" as required by the HSR Act, and will promptly complete and file responses to all requests for additional data and information which may be made under such act. Purchaser and Seller shall each pay one-half of all HSR Act filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

4.1 Organization; Ownership. Seller is a limited liability company duly organized, validly authorized to transact business and in good standing in the State of Maine, and is qualified and in good standing in all jurisdictions in which it is required to qualify in order to carry on its business as now being conducted. The ownership of Seller, as set forth on Section 4.1 of the Disclosure Schedule, constitutes 100% of the ownership interests in Seller. Except as disclosed on Section 4.1 of the Disclosure Schedule, Seller has no subsidiaries and is not a party to any joint venture, partnership or other business venture.

4.2 Authorization; Enforceability. The execution, delivery, and performance of this Agreement and all of the documents and instruments required to be delivered by Seller hereby, and the consummation by Seller of the transactions contemplated hereby and thereby are within the company power of Seller and have been duly authorized by all necessary company action by Seller. This Agreement has been duly executed and delivered by Seller, and at the Closing, such other documents and other instruments required hereby to be executed and delivered by Seller will be duly executed and delivered by Seller. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms (subject to bankruptcy, insolvency, reorganization or other similar Laws relating to or affecting the enforcement of creditors' rights generally and subject to general principles of equity).

4.3 Absence of Conflicting Agreements; Consents. Except for those Contracts marked on Section 4.8 of the Disclosure Schedule with a double asterisk (**), the Governmental Consents, any consents required under the HSR Act, and as set forth on Section 4.3 of the Disclosure Schedule, none of the execution and delivery by Seller of this Agreement, the documents required hereby, the performance of the obligations hereunder, and the consummation of the transactions contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both):

(a) will conflict with, result in a breach of, or constitute a default under (i) any provision of the operating agreement of Seller; or (ii) any Law, or ruling of any Governmental Entity pertaining to Seller, the Business, the Station or any of the Acquired Assets;

(b) will conflict with, constitute grounds for termination of, cause an amendment or modification to, result in a breach of, constitute a default under, or accelerate or give any party the right to terminate, amend, modify, or accelerate any Contract or other agreement to which Seller is a party or by which Seller is bound that may adversely affect the Business;

(c) requires the consent, waiver, approval, permit, license, clearance, authorization, or any declaration to, or filing with, any Governmental Entity or any other third party;
or

(d) will result in the creation of any Lien, except for Permitted Liens, upon any of the Acquired Assets which would remain on the Acquired Assets after the Closing.

4.4 Acquired Assets; Condition.

(a) Section 4.4(a) of the Disclosure Schedule includes a true and complete list of all material items of Equipment which are included in the Acquired Assets and that have a book value of \$5,000 or more.

(b) Except for the Excluded Assets, the Acquired Assets include all of the assets, properties, and rights of every type and description, real, personal and mixed, tangible and intangible, that are owned, leased, licensed, used, or held for use by Seller or any Affiliate of Seller in the conduct of the Business. All material items of Equipment are in normal operating condition and repair, wear and tear and ordinary usage excepted, and are free from material defect or damage. The Acquired Assets constitute all of the assets necessary for the continued operation of the Business as conducted on the date of this Agreement. All items of broadcast Equipment included in the Acquired Assets (i) have been maintained, in a manner consistent with generally accepted standards of good engineering practice, (ii) will permit the Station and all auxiliary broadcast facilities related to the Station to operate in accordance with the terms of the FCC Licenses and the rules and regulations of the FCC, (iii) in the case of towers, guy wires, and associated Equipment, are painted, lighted, fenced, signed, and otherwise maintained in accordance with the requirements, rules, and regulations of the Federal Aviation Administration and of any other Governmental Entity with jurisdiction thereof, and (iv) will permit the Station and all auxiliary broadcast facilities related to the Station to operate in all material respects with any and all other applicable Laws.

4.5 Title to Acquired Assets; Liens. Except as set forth on Section 4.5 of the Disclosure Schedule, Seller owns and has good and marketable title to, or has valid leasehold or license interests in, all of the Acquired Assets (including, without limitation, the Real Property and the Leases) and, at the Closing, such Acquired Assets shall be transferred to Purchaser free and clear of all Liens except for Permitted Liens and Liens that will be released on or before the Closing Date.

4.6 Licenses.

(a) Section 4.6(a) of the Disclosure Schedule includes a true and complete list of the Licenses. Seller has made available to Purchaser true and complete copies of the Licenses (including any amendments and other modifications thereto). Except as disclosed on Section 4.6(a) of the Disclosure Schedule: (i) the Licenses are valid and in full force and effect, and Seller is the authorized holder thereof; (ii) the Licenses comprise all of the licenses, permits, and other authorizations required from any Governmental Entity for the lawful conduct of the Business; (iii) none of the Licenses are subject to any unusual or special restriction or condition that could reasonably be expected to limit the operation of the Station or conduct of the Business as now operated and conducted; (iv) no application, action, or proceeding is pending, or, to the Knowledge of Seller, threatened with respect to the Licenses (other than, as to FCC Licenses, proceedings to amend FCC rules of general applicability), that would reasonably be expected to result in the

revocation, modification, nonrenewal, or suspension of any of the Licenses, the issuance of a cease-and-desist or show cause order with respect to any of the Licenses, or the imposition of any material administrative or judicial sanction with respect to the Licenses or the Station; (v) to the Knowledge of Seller, there are no conditions or events relating to Seller or any Affiliate of Seller that would reasonably be expected to cause the FCC to deny the FCC Consent; and (vi) Seller has no reason to believe that, under existing law, rules, regulations, policies, and procedures of the FCC, any of the FCC Licenses would not be renewed by the FCC or other granting authority in the ordinary course.

(b) Seller has made elections of must-carry or retransmission consent on behalf of the Station with respect to each cable system in the Portland-Auburn DMA. On Section 4.6(b) of the Disclosure Schedule, Seller has listed (i) each cable system in the Portland-Auburn DMA together with a designation of whether the Station is carried on such system and, if so, whether the Station is carried pursuant to must-carry or retransmission consent for each such cable system, and (ii) each cable system outside the Portland-Auburn DMA on which the Station is carried. Except as described on Section 4.6(b) of the Disclosure Schedule, no cable system identified on Section 4.6(b) of the Disclosure Schedule has advised Seller of any signal quality or copyright indemnity or other prerequisite to cable carriage of the signal of the Station, and, except as described on Section 4.6(b) of the Disclosure Schedule, no cable system identified on Section 4.6(b) of the Disclosure Schedule has declined or, to Seller's Knowledge, (x) threatened to decline such carriage, (y) failed to respond to a request for carriage, or (z) sought any form of relief from carriage, including without limitation, market modification from the FCC. Except as disclosed on Section 4.6(b) of the Disclosure Schedule, Seller has received no notification(s) from a satellite carrier that a satellite carrier is retransmitting or proposes to retransmit by satellite to satellite subscribers in the Portland-Auburn DMA the signal of any television station licensed to a community in that DMA.

(c) Seller has timely applied for digital transmission facilities for WMTW-DT and has acted in a timely fashion with respect to any FCC deadlines to prosecute its application for digital transmission facilities. Unless identified on Section 4.6(c) of the Disclosure Schedule, Seller is aware of no obstacles to FCC grant of a license for WMTW-DT without the imposition of any material penalty, sanction, or adverse condition.

4.7 Real Property.

(a) Section 4.7(a) of the Disclosure Schedule contains a complete and accurate description of the Owned Real Property included in the Acquired Assets. Seller has good, marketable, and insurable fee simple title to the Owned Real Property free and clear of all Liens, except for Permitted Liens and Liens that will be released on or before the Closing Date. Seller has delivered to Purchaser true and complete copies of the last deed of record for each Owned Real Property and any title insurance policies and surveys in Seller's possession or control pertaining to the Owned Real Property. Seller has not granted to any party an option or right of first refusal to purchase all or any portion of the Owned Real Property. Seller has not subjected the Owned Real Property to any easements, rights, duties, obligations, covenants, conditions, restrictions, limitations, or agreements, except those of record or as disclosed on Section 4.7(a) of the Disclosure Schedule.

(b) Section 4.7(b) of the Disclosure Schedule contains a complete and accurate description of the Leases included in the Acquired Assets. Seller has delivered true and accurate copies of the Leases to Purchaser. The Leases constitute all of the leases, subleases and license agreements with respect to the Real Property to which Seller or any Affiliate of Seller is a party. As of the Closing Date, Seller has the full right to exercise any renewal options contained in any of the Leases on the terms and conditions contained therein and, to the Knowledge of Seller, upon due exercise, would be entitled to enjoy the use of each Leased Premises for the full term of such renewal options. Seller enjoys peaceful and quiet possession of each Leased Premises, and, to Seller's Knowledge, there are no facts which would negate the validity of any such leasehold estate. No brokerage or leasing commission or other compensation is presently due to any Person by Seller with respect to any Lease. To Seller's Knowledge, none of the Leases is subject to a subordination agreement for the benefit of any lender of the lessor thereof.

(c) Except as disclosed in the Surveys, Seller has full access to all of the Real Property, and all towers, guy wires and cables, guy anchors, and buildings and other improvements and related broadcast equipment, driveways, and parking lots included in the Acquired Assets are wholly within the lot limits of the Real Property, comply with all set-back laws and requirements (if any), and do not encroach on any adjoining premises and there are no encroachments on any portion of the Real Property by any improvements located on any adjoining premises.

(d) There are no condemnation proceedings, eminent domain proceedings, lawsuits, or legal proceedings of any kind pending or, to Seller's Knowledge, threatened in connection with any Real Property.

(e) All Real Property is occupied under a valid and current occupancy permit or the like. To Seller's knowledge, there are no facts which would prevent any portion of the Real Property from being occupied after the Closing in substantially the same manner as of the date immediately preceding the Closing.

(f) There are no structural, electrical, mechanical, plumbing, air conditioning, heating, or other defects in the buildings located on the Real Property and the roofs of the buildings located on the Real Property are free from leaks and in good condition. The Real Property and the present use and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions, agreements, existing site plan approvals, zoning or subdivision regulations, or urban redevelopment plans applicable to the Real Property as modified by any duly issued variances.

(g) Seller has paid, or shall pay when due, all amounts owing to any architect, contractor, subcontractor, or materialman for labor or materials performed, rendered, or supplied to or in connection with the Real Property. Except as set forth in Section 4.8 of the Disclosure Schedule, there are no construction, architect, engineering, and other agreements relating to uncompleted construction projects entered into by Seller in connection with the Real Property. There are no contributions or similar assessments required to have been paid by Seller in connection with the construction of, or modification to, any Leased Premises which are unpaid.

4.8 Contracts. Section 4.8 of the Disclosure Schedule is a true and complete list, as of the date hereof, of all Contracts, and those Contracts deemed material to the Business, the Station or the Acquired Assets ("Material Contracts") are designated as such on Section 4.8 of the Disclosure Schedule. All Contracts requiring the consent of a third party to assignment are designated on Section 4.8 of the Disclosure Schedule with a double asterisk (**). Seller has delivered to Purchaser a true and complete copy of each written Contract and true and complete descriptions of all oral Contracts (including any amendments and other modification to such Contracts). Seller has delivered a schedule which sets forth the obligations and credits of the Station under Trade Agreements relating to the Business and sets forth for each Trade Agreement the parties thereto, the value of broadcast time required to be provided from or after the date shown on such schedule and the value of goods and services to be provided to the Station from and after such date. Other than the Contracts listed on Section 4.8 of the Disclosure Schedule, the Station does not require any contract, lease, or other agreement to enable it to carry on the Business as presently conducted. All of the Contracts (including the Leases) are in full force and effect and are binding upon Seller and, to Seller's Knowledge, the other parties thereto in accordance with their terms (subject to bankruptcy, insolvency, reorganization or other similar Laws relating to or affecting the enforcement of creditors' rights generally and subject to general principles of equity). Seller has performed its obligations under each of the Contracts in all material respects, and is not in material default thereunder and, to Seller's Knowledge, no other party to any of the Contracts (including the Leases) is in material default thereunder. Except as disclosed on Section 4.8 of the Disclosure Schedule, Seller has not received written notice by any party to any Material Contract to terminate such contract or amend the terms thereof and, to Seller's Knowledge, has not received notice of any intention to terminate such contract. Section 4.8 of the Disclosure Schedule shall be updated as of the Closing to include a list of all Contracts (including the Leases) as of the Closing Date pursuant to Section 6.4(e).

4.9 Intangibles. Section 4.9 of the Disclosure Schedule is a true and complete list of all Intangible Property (exclusive of the FCC Licenses and good will) included in the Acquired Assets, each of which is valid and in good standing and uncontested. Seller has made available to Purchaser copies of all documents establishing or evidencing the Intangible Property listed on Section 4.9 of the Disclosure Schedule. The Intangible Property does not infringe any trademarks, trade names, service marks, service names, copyrights, website domain names or intangible property, patents, patent applications, know-how, methods, or processes owned by any other Person and there is no Claim existing or, to Seller's Knowledge, threatened with respect thereto.

4.10 Financial Statements and No Undisclosed Liabilities. Attached as Section 4.10 of the Disclosure Schedule are true and complete copies of the (i) audited balance sheet and income statement of the Station as of December 31, 2002, and (ii) an unaudited balance sheet of the Station as of November 30, 2003 (the "Reference Balance Sheet") and the related statements of income and cash flows through November 30, 2003 (collectively, the "Financial Statements"). The Financial Statements are consistent with the books and records of the Station and have been prepared in accordance with GAAP, and present fairly in all material respects the financial condition of the Station as of the dates indicated and the results of its operations and cash flows for the periods then ended. Except as set forth in Section 4.10 of the Disclosure Schedule, there has been no Material Adverse Effect since the date of the Reference Balance Sheet, and there has been no material change

in Seller's accounting principles. Seller has no liabilities that are attributable to the Business other than (x) the liabilities reflected on the Reference Balance Sheet, (y) liabilities set forth in Section 4.10 of the Disclosure Schedule, and (z) liabilities, whether incurred before, on, or after the date of the Reference Balance Sheet, that do not have a Material Adverse Effect.

4.11 Taxes. Seller has, in respect of the Acquired Assets and the Business, either filed or obtained extensions for filing pursuant to established procedures all Tax Returns which are required to have been filed by Seller under applicable Law on or prior to the date of this Agreement, and has paid or made provision for the payment of all Taxes which have become due pursuant to such Tax Returns or pursuant to any assessments which have become payable and which are not being contested in good faith by appropriate proceedings, unless disclosed on Section 4.11 of the Disclosure Schedule. All amounts required to be withheld by Seller from Employees for income, social security, and other payroll Taxes have been collected or withheld and either paid to the proper Governmental Entity, set aside in accounts for such purpose, or accrued and reserved against on the Financial Statements, unless disclosed on Section 4.11 of the Disclosure Schedule.

4.12 Reports. All returns, reports, and statements that Seller is currently required to file on behalf of the Station with the FCC or FAA have been filed, and Seller has complied in all material respects with all reporting requirements of the FCC and FAA, unless disclosed on Section 4.12 of the Disclosure Schedule. Seller has timely paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses.

4.13 Personnel.

(a) Employees and Compensation. Section 4.13 of the Disclosure Schedule contains a true and complete list of all Employees and all persons retained as independent contractors or freelancers, except accountants and lawyers, and a description of all compensation arrangements affecting them. The persons listed on Section 4.13 of the Disclosure Schedule constitute all of the on-air talent and personnel working at the Station (whether full-time or part-time) or otherwise involved in the operations of the Station. Section 4.13 of the Disclosure Schedule also contains a true and complete list of all collective bargaining agreements and of each employment, bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, equity-based, leave of absence, vacation, sick leave, severance, insurance, worker's compensation, disability, supplemental unemployment, or other benefit plan, arrangement, agreement, practice or policy (including, without limitation, "employee welfare benefit plans" and "employee pension benefit plans" as defined in Sections 3(1) and 3(2) of ERISA) applicable to Employees (collectively the "Employee Benefit Plans"). Except as described on Section 4.13 of the Disclosure Schedule, unused annual vacation and sick leave benefits do not carryover from year-to-year.

(b) Except as set forth on Section 4.13 of the Disclosure Schedule, to Seller's Knowledge, (i) each Employee Benefit Plan complies and has been maintained in all material respects with its terms and, both as to form and in operation, with the requirements prescribed by applicable Laws, including ERISA and the Code, (ii) with respect to each of the Employee Benefit Plans, true and complete copies of each of the following documents have been provided to Purchaser: (A) the current plan document and any amendments thereto, (B) the most recent Annual

Report (Form 5500 Series) and accompanying schedules as filed, if any, and (C) the most recent financial statements, (D) written summary plan descriptions of all Employee Benefit Plans that are required to be and/or have been distributed to Employees, and (E) favorable determination letter(s), if any, relating to any Employee Benefit Plans which are intended to be qualified under Section 401(a) of the Code.

(c) Except as set forth on Section 4.13 of the Disclosure Schedule, Seller is not a party to or subject to any written or oral employment agreement with any Employee. As it relates to Employees (including former Employees), (i) Seller has complied in all material respects with all Laws relating to the employment of labor, including those related to wages, hours, collective bargaining and discrimination, (ii) Seller has not received any written or, to Seller's Knowledge, oral notice alleging that it has failed to comply with any such Laws, and (iii) to the Knowledge of Seller, there are no facts or events that may give rise to a claim that Seller has failed to comply with any such Laws. No controversies, disputes, or proceedings are pending or, to the Knowledge of Seller, threatened, between Seller and any Employee (singly or collectively).

(d) Seller has at all times complied, and currently complies, in all material respects with the applicable health care continuation requirements for its employee welfare benefit plans, including Section 4980B of the Code and Sections 601-608 of ERISA (collectively referred to as "COBRA") and any applicable health care continuation coverage requirements under state law. Seller has not made any promises or incurred any liability under its Employee Benefit Plans or otherwise to provide health or other welfare benefits to former employees of Seller (or their spouses or dependents), except as specifically required by Law. There are no pending or, to the Knowledge of Seller, threatened Claims (other than routine claims for benefits) (i) by or on behalf of any Employee Benefit Plan or (ii) by any Employee or any participant or beneficiary against any such plan. No termination or discontinuance fee, "back-end" load, or other similar charge or expense will be assessable or payable in connection with the transactions contemplated by this Agreement.

4.14 Compliance with Law. Seller has complied in all material respects with all Laws applicable to the Business. Except as disclosed on Section 4.14 of the Disclosure Schedule and except for any Claims generally affecting the television broadcasting industry, there is no Claim pending, or, to the Knowledge of Seller, threatened, against or relating to the Station, the Acquired Assets, or the Business that would have a Material Adverse Effect.

4.15 Environmental Matters. Except as set forth in Section 4.15 of the Disclosure Schedule:

(a) Seller has complied with all Environmental Laws, and, to Seller's Knowledge, no Claim, notice, summons, citation, directive, letter or other communication, written or, to Seller's Knowledge, oral, has been filed, commenced, or made against Seller concerning any intentional or unintentional action or omission on the part of Seller that could reasonably be expected to result in a violation of any Environmental Law or the Release of Hazardous Waste on, above or under Acquired Assets owned or used by Seller in the operation of the Station;

(b) Based on Seller's Knowledge of any prior owner's use thereof, the Acquired Assets are not subject to and do not involve any material violation of any Environmental Laws;

(c) To Seller's Knowledge, there are no facts or events that could reasonably be expected to give rise to a Claim for liability under any Environmental Law with respect to the Acquired Assets, and, to Seller's Knowledge, Seller has not exposed any Employee to any Hazardous Materials or condition that could reasonably be expected to give rise to any such liability against Purchaser for any illness or personal injury with respect to the Acquired Assets;

(d) No Hazardous Materials have ever been manufactured, buried, stored, or Released by Seller on any Real Property, nor, to Seller's Knowledge, is any Hazardous Material currently located in or on the Acquired Assets in violation of any Environmental Law; and

(e) To Seller's Knowledge, Seller has provided to Purchaser true and complete copies of all reports prepared by or on behalf of Seller, or in Seller's possession, concerning the compliance with Environmental Laws or the use of Hazardous Materials with respect to any Real Property, and such reports are listed on Section 4.15 of the Disclosure Schedule.

4.16 Brokers. Neither this Agreement nor the purchase and sale of the Acquired Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Seller as broker, finder, investment banker, financial advisor, or in any similar capacity.

4.17 Transactions with Affiliates. Except as disclosed in the Financial Statements and except as disclosed on Section 4.17 of the Disclosure Schedule, neither Seller nor any Affiliate of Seller has been involved in any business arrangement or relationship with or in respect of the Station, and, other than for the Acquired Assets, neither Seller nor any Affiliate of Seller owns any property or right, tangible or intangible, that is used in the Business.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

5.1 Incorporation. Purchaser is a corporation duly organized, validly authorized to transact business and in good standing under the laws of the State of Delaware and is qualified to do business in the State of Maine.

5.2 Authorization: Enforceability. The execution, delivery, and performance of this Agreement and all of the documents and instruments required to be delivered by Purchaser hereby and the consummation by Purchaser of the transactions contemplated hereby and thereby are within the corporate power of Purchaser and have been duly authorized by all necessary corporate action by Purchaser. This Agreement has been duly executed and delivered by Purchaser, and at the Closing, such other documents and other instruments required hereby to be executed and delivered

by Purchaser will be duly executed and delivered by Purchaser. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Purchaser, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms (subject to bankruptcy, insolvency, reorganization or other similar Laws relating to or affecting the enforcement of creditors' rights generally and subject to general principles of equity).

5.3 Absence of Conflicting Agreements; Consents. Except for the Governmental Consents and as set forth on Section 5.3 of the Disclosure Schedule, none of the execution and delivery by Purchaser of this Agreement, the documents required hereby, the performance of the obligations hereunder, and the consummation of the transaction contemplated hereby and thereby (with or without the giving of notice, or the lapse of time, or both):

(a) requires the consent, waiver, approval, permit, license, clearance, authorization, or any declaration to, or filing with, any Governmental Entity or any other third party; or

(b) will conflict with, result in a breach of, or constitute a default under (i) any provision of the Articles of Incorporation or Bylaws of Purchaser, (ii) any Law or ruling of any Governmental Entity pertaining to Purchaser; or (iii) any contract, agreement, arrangement, commitment, or plan to which Purchaser is a party or by which Purchaser is bound, except, in each case, as would not, individually or in the aggregate have or reasonably be likely to have a material adverse effect on Purchaser or on Purchaser's ability to perform its obligations under this Agreement.

5.4 FCC Licenses. To the Knowledge of Purchaser, Purchaser is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act, and the rules, regulations and policies of the FCC. There are no facts to Purchaser's Knowledge that would, under existing Law and the existing rules, regulations, policies and procedures of the FCC, disqualify Purchaser as an assignee of the FCC Licenses or as the owner and operator of the Station. There is no application, action or proceeding pending or, to Purchaser's Knowledge, threatened against Purchaser which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Purchaser to perform its obligations hereunder.

5.5 Brokers. Neither this Agreement nor the purchase and sale of the Acquired Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Purchaser as broker, finder, investment banker, financial advisor, or in any similar capacity.

ARTICLE 6
CERTAIN MATTERS PENDING THE CLOSING

From and after the date of this Agreement and until the Closing:

6.1 Access. Purchaser and its authorized agents, officers, and representatives shall have access, during normal business hours upon reasonable prior notice to Seller, to the Station and the Acquired Assets to conduct reasonable examinations and investigations of the Station and the Acquired Assets, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station.

6.2 Title Insurance, Surveys, and Environmental Reports. Seller shall provide Purchaser with information reasonably requested by Purchaser (and shall provide Purchaser with access pursuant to Section 6.1) so that Purchaser can obtain the following:

(a) with respect to the Real Property, preliminary reports on title covering a date subsequent to the date hereof which contain a commitment of a title company to issue an ALTA title insurance policy insuring the fee simple interests of the Station in the Owned Real Property and, at Purchaser's option, any leasehold interests of the Station in any Leased Premises, subject only to Permitted Liens and Liens that will be released on or before the Closing;

(b) surveys of the Owned Real Property as of a date subsequent to the date hereof ("Surveys"); and

(c) a Phase I Report concerning the Real Property from an environmental engineering firm acceptable to Purchaser which shall confirm, in a manner reasonably satisfactory to Purchaser, that there is no evidence of any non-compliance with any Environmental Law and that there is no evidence of the existence of any Hazardous Materials on or about the Real Property.

All expenses incurred related to Sections 6.2(a), 6.2(b) and 6.2(c) above shall be paid by Purchaser.

6.3 Notice of Adverse Changes. After the date hereof and prior to the Closing Date, Seller shall promptly give Purchaser written notice of the occurrence of any of the following which are matters to Seller's Knowledge:

(a) the commencement of any proceeding or litigation at law or in equity or before the FCC or any other Governmental Entity which involves any of the FCC Licenses;

(b) any labor grievance, controversy, strike, or dispute affecting the Business;

(c) any violation, or, to Seller's Knowledge, alleged violation or complaint concerning noncompliance, by Seller or the Station of any Law relating to the Station or the Business;

(d) any notice of material breach, default, claimed default, or termination of any Contract other than a termination pursuant to its terms without there being any default thereunder; or

(e) the cessation of broadcasting by the Station at its authorized power for more than 48 consecutive hours.

6.4 Operations Pending Closing. From and after the date hereof and prior to the Closing, Seller shall:

(a) operate the Business solely in the ordinary course subject to the following provisions of this Section 6.4;

(b) operate the Business in compliance in all material respects with applicable Laws;

(c) maintain the Equipment in good operating condition, wear and tear and ordinary usage excepted, and replace or repair any of the Equipment which shall be worn out, lost, stolen, or destroyed, which Equipment would have been replaced or repaired in the ordinary course of business;

(d) except with Purchaser's prior consent, which shall not be unreasonably withheld, not increase or otherwise change the rate or nature of the compensation (including wages, salaries, and bonuses) which is paid or payable to any Employee, except pursuant to the Employee Benefit Plans or other existing compensation and fringe benefit plans, practices, and arrangements which have been disclosed to Purchaser;

(e) except with Purchaser's prior written consent which shall not be unreasonably withheld, (i) not enter into, or become obligated under, any agreement or commitment related to the Business, except for any Contract that requires post-closing payments, services or other consideration by Purchaser of less than \$25,000 (in the aggregate for all such Contracts) or which may be terminated without penalty upon not less than 90 days notice or (ii) change, amend, terminate, or otherwise modify any Contract, except for those which terminate or expire by their own terms; provided, however, that Seller will not enter into any agreements with Affiliates of Seller without Purchaser's prior written consent; and provided further that Seller will supplement Section 4.8 of the Disclosure Schedule as of the Closing Date to reflect any new Contracts entered into by Seller in accordance with this provision;

(f) keep Purchaser apprised of developments in negotiations for Program Rights Agreements and promptly provide Purchaser with copies of all Program Rights Agreements entered into by Seller on behalf of the Station;

(g) utilize the Program Rights only in the ordinary course of business and not sell or otherwise dispose of any such Program Rights, and make payments on Program Rights and agreements on a basis consistent with past practice;

(h) use commercially reasonable efforts to protect the present service areas of the Station from increased broadcast signal interference from other stations, existing or proposed, and to exercise commercially reasonable efforts to maintain carriage on the cable systems described on Section 4.6(b) of the Disclosure Schedule;

(i) not adopt, or commit to adopt, any plan or other pension, profit sharing, deferred compensation, or similar plan, program, or trust on behalf of Employees, other than the Employee Benefit Plans;

(j) promptly provide Purchaser with copies of all material correspondence with cable and satellite systems concerning must carry status, retransmission consent, and keep Purchaser advised of the status of material developments in all negotiations with cable and satellite systems concerning such matters; and

(k) promptly notify Purchaser of any collective bargaining organizing activity of which Seller has Knowledge with respect to any Employees, or of the filing of a petition for certification as such by any labor organization, and shall not enter into any new collective bargaining agreement or amendment to any existing collective bargaining agreement applicable to any Employees without having first provided ten (10) days written notice of its intent to do so to Purchaser, and shall not enter into any such collective bargaining agreement, or amendment to any existing collective bargaining agreement that is, or purports to be, binding upon any successor to Seller or upon Purchaser.

6.5 FCC Reports. Within ten (10) days after filing, Seller will furnish Purchaser with a copy of all reports or applications filed with the FCC with respect to the Station after the date hereof.

6.6 Consents. Seller shall use commercially reasonable efforts, and Purchaser shall cooperate in all respects with Seller's efforts, to obtain all Third Party Consents (provided that Seller shall not be required to pay any consideration to any third party in connection therewith, except as expressly required by the terms of such Contract) without change in the terms or conditions of any Contract or Governmental Permit that could reasonably be expected to be materially less advantageous to Purchaser than those pertaining under the Contract or Governmental Permit as in effect on the date of this Agreement. Seller shall keep Purchaser apprised of the status of obtaining any of the Third Party Consents and of any conditions proposed, considered, or requested for any of the Third Party Consents.

6.7 Cooperation. Each of the parties will cooperate in all respects in connection with promptly: (a) securing any nongovernmental approvals, consents, and waivers of third parties referenced in Section 6.6 or consents of third parties necessary for the sale of Acquired Assets by Seller to Purchaser; and (b) giving notices to any Governmental Entity, or securing the permission, approval, determination, consent, or waiver of any Governmental Entity required by law in connection with the sale of Acquired Assets by Seller to Purchaser.

6.8 Public Announcement. Seller shall publish and broadcast a public notice concerning the filing of the application for assignment of the FCC Licenses in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, no party hereto shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without the prior approval of the other parties hereto except as, and to the extent that such party or any of its Affiliates shall be obligated by applicable Law, in which case the other party shall be so advised and the party shall use their commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued, except that each party may make disclosures to their respective attorneys, accountants and other professional advisors for the purpose of consummating the transactions contemplated by this Agreement.

6.9 Estoppel Certificates. Seller shall use commercially reasonable efforts to obtain customary estoppel certificates, in a form reasonably acceptable to Purchaser, executed by each of the landlords of the Leased Premises.

ARTICLE 7

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER

Each and every obligation of Purchaser to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

7.1 Compliance with Agreement. Seller shall have performed and complied in all material respects with all of its respective obligations under this Agreement which are to be performed or complied with by Seller prior to or at the Closing.

7.2 Representations and Warranties. The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement. Seller shall have delivered to Purchaser a certificate of Seller dated as of the Closing Date and signed by an authorized officer of Seller to the effect set forth in Section 7.1 above and this Section 7.2.

7.3 No Material Adverse Effect. As of the Closing, there shall not be a Material Adverse Effect.

7.4 Transfer Documents Seller shall deliver to Purchaser the documents required to be delivered by Seller pursuant to Section 2.7.

7.5 Material Consents. Seller shall obtain all necessary consents to the assignment of any Material Contracts.

7.6 Absence of Investigations, Claims and Proceedings. (a) Neither Seller nor Purchaser shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby; and (b) neither Seller or Purchaser shall have received written notice from any Governmental Entity of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby, or to commence any investigation (other than a routine letter of inquiry, including a routine Civil Investigative Demand) into the consummation of this Agreement or (ii) the actual commencement of such investigation; and (c) there shall be no Claim, notice, summons, citation, directive, letter or other communication, written or, to Seller's Knowledge, oral, filed, commenced, or made against Seller concerning any intentional or unintentional action or omission on the part of Seller that could reasonably be expected to result in a violation of any Environmental Law or the Release of Hazardous Waste on, above or under Acquired Assets owned or used by Seller in the operation of the Station.

7.7 Governmental Consents. The FCC Consent shall have been issued and shall be a Final Order in full force and effect without any provision materially adverse to the Station or Purchaser. For purposes of the preceding sentence, the condition that Purchaser be required to apply for and provide television translator service to the white area and ABC loss area resulting from WMTW-TV's operations from the Baldwin site shall not be considered materially adverse to the extent that such condition is consistent with that contained in the Station's license to operate as granted by the FCC's letter dated December 22, 2003 (File Number 1800E3-LJB). All other Governmental Consents shall have been obtained and be in full force and effect.

7.8 FCC Licenses. Seller shall be the holder of the FCC Licenses and there shall not have been any modification of such FCC Licenses which could reasonably be expected to have a Material Adverse Effect. Except as set forth on Section 4.6(a) of the Disclosure Schedule, there shall be no proceeding pending or, to the Knowledge of Seller, threatened with respect to the FCC Licenses (other than proceedings to amend FCC rules of general applicability) that would reasonably be expected to result in (i) the revocation, modification, nonrenewal, or suspension of any of the FCC Licenses, (ii) the issuance of a cease-and-desist or show cause order with respect to any of the FCC Licenses, or (iii) the imposition of any material administrative or judicial sanction with respect to the FCC Licenses or the Station.

7.9 Absence of Liens. On the Closing Date and simultaneously with the Closing, there shall not be any Liens on the Acquired Assets except for Permitted Liens.

7.10 Hart-Scott-Rodino. The applicable waiting period, if any, including any extensions thereof, under the HSR Act shall have expired or been terminated.

7.11 Removal of Carrabassett Translator Requirement. The FCC shall have removed the requirement that the Station construct and provide new TV translator service to the ABC loss area and white area to be served by the Carrabassett, Maine translator (FCC File No. BNPTT-2000080AOC) as requested by a letter in form and substance agreed upon by both parties to be submitted by Seller's FCC counsel to the FCC within three (3) Business Days after the date of this Agreement; provided that if the FCC has not removed the condition within 60 days after the date that

the letter is submitted to the FCC, and in the absence of a waiver from Purchaser of this closing condition, then Seller may elect to terminate this Agreement.

7.12 Translator Leases. Seller shall have entered into the translator leases, such leases to be reasonably acceptable to Purchaser, described on Section 4.7(b) of the Disclosure Schedule.

7.13 Waiver. If any of the conditions set forth in this Article 7 have not been satisfied, Purchaser may in its sole discretion nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE 8

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

8.1 Compliance with Agreement. Purchaser shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

8.2 Representations and Warranties. The representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement. Purchaser shall have delivered to Seller a certificate of Purchaser dated as of the Closing Date and signed by an authorized officer of Purchaser to the effect set forth in Section 8.1 above and this Section 8.2.

8.3 Assumption Documents. Purchaser shall deliver to Seller the documents required to be delivered by Purchaser pursuant to Section 2.8.

8.4 Absence of Investigations and Proceedings. (a) Neither Seller nor Purchaser shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby, and (b) neither Seller nor Purchaser shall have received written notice from any Governmental Entity of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby, or to commence any investigation (other than a routine letter of inquiry, including a routine Civil Investigative Demand) into the consummation of this Agreement or (ii) the actual commencement of such investigation.

8.5 Governmental Consents. The FCC Consent shall have been issued and shall be a Final Order in full force and effect and without any provision materially adverse to the Station or Seller. All other Governmental Consents shall have been obtained and be in full force and effect.

8.6 Hart-Scott-Rodino. The applicable waiting period, if any, including any extensions thereof, under the HSR Act shall have expired or been terminated.

8.7 Waiver. If any of the conditions set forth in this Article 8 have not been satisfied, Seller may in its sole discretion nevertheless waive the conditions and elect to proceed with the consummation of the transactions contemplated hereby.

ARTICLE 9 EMPLOYEE AND OTHER MATTERS

9.1 Employees.

(a) Except for the person currently employed as General Sales Manager, as to whom Purchaser shall have no obligation to offer employment, and the person currently employed as General Manager, as to whom Purchaser shall either offer employment or a consulting arrangement (on terms consistent with those described in the letter to David Kaufman from David Barrett dated August 29, 2003), Purchaser shall offer employment as of the Closing Date to all Employees. As of the Closing Date, Purchaser shall employ upon terms offered by Purchaser each such Employee who accepts Purchaser's offer of employment ("Transferred Employees") at a salary and at a position that are comparable to those provided by Seller (or its Affiliates) immediately before the execution hereof. As of the Effective Time, Purchaser shall cause all such Transferred Employees who are not covered under the terms of a collective bargaining agreement (collectively, the "Transferred Non-CBA Employees") to be eligible to participate in Purchaser's employment, bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, equity-based, leave of absence, vacation, severance, insurance, worker's compensation, disability, supplemental unemployment, and other benefit plan, arrangement, agreement, practice or policy (including, without limitation, "employee welfare benefit plans" and "employee pension benefit plans" as defined in Sections 3(1) and 3(2) of ERISA) (collectively, the "Purchaser Benefit Plans") that, in the aggregate, are equivalent to the Employee Benefit Plans in which the Transferred Employees participated immediately prior to the Closing Date. Purchaser shall further cause each Purchaser Benefit Plan, as may apply, to recognize service of the Transferred Non-CBA Employees with Seller for purposes of eligibility and vesting only. Purchaser shall provide Transferred Employees who are covered under the terms of a collective bargaining agreement (the "Transferred CBA Employees") benefits in accordance with the terms of such agreement to the extent such benefits constitute a part of the Assumed Liabilities.

(b) With respect to any Employee Benefit Plan that includes a cash or deferred arrangement under Section 401(k) of the Code ("Seller's 401(k) Plan"), Seller shall (i) fully vest as of the Closing Date all accounts of all participants in the 401(k) Plan who are Employees, (ii) allow Transferred Employees to elect to receive a complete distribution of all of their accounts under Seller's 401(k) Plan promptly following the Closing Date, and (iii) subject to acceptance by Purchaser's 401(k) plan, allow Transferred Employees to rollover outstanding participant loans under Seller's 401(k) Plan and not treat such loans as in default. Seller shall amend Seller's 401(k) Plan to the extent necessary to accomplish the foregoing, including if necessary, amending Seller's

401(k) Plan to provide that a "severance from employment" in connection with the transactions contemplated by this Agreement shall be a distributable event for purposes of Section 401(k)(2) of the Code.

(c) With respect to all Employees, Seller shall be responsible for all compensation and benefits arising prior to the Effective Time (in accordance with Seller's employment terms), and, with respect to all Transferred Employees, Purchaser shall be responsible for all compensation and benefits arising after the Effective Time (in accordance with Purchaser's employment terms). Notwithstanding anything herein to the contrary, (i) Purchaser shall grant credit to Transferred Employees for all unused annual vacation and sick leave listed on Section 4.13 of the Disclosure Schedule that has been accrued as of the Effective Time as set forth on Section 9.1(c) of the Disclosure Schedule which Seller shall prepare and deliver to Purchaser at least five (5) Business Days prior to the Closing Date and Purchaser shall assume and discharge Seller's obligation to provide such leave to such Employees (such obligations being a part of the Assumed Liabilities), and (ii) effective at the Effective Time, Purchaser shall assume the severance arrangements set forth on Section 4.13 of the Disclosure Schedule as updated on Section 9.1(c) of the Disclosure Schedule, which Seller shall prepare and deliver to Purchaser at least five (5) Business Days prior to the Closing Date (such obligations being a part of the Assumed Liabilities) *provided, however*, that Purchaser shall have no liability for any severance or for vacation and sick leave with respect to any Employees who are not Transferred Employees.

(d) Seller will fully provide or pay for all liabilities or obligations to the Employees under all Employee Benefit Plans. Seller shall retain all liability and responsibility for "COBRA" healthcare continuation coverage required to be offered and provided under Section 4980B of the Code and Sections 601-608 of ERISA to employees and former employees of Seller and any other COBRA qualified beneficiaries under Seller's health plan(s) who have elected or are eligible to elect COBRA continuation coverage as of or prior to the Closing Date or who incur a COBRA qualifying event in connection with the transactions contemplated by this Agreement.

9.2 Non-Solicitation. Seller agrees that neither Seller nor any Affiliate of Seller will, directly or indirectly, for a period of one (1) year from and after the Closing Date, contact, approach, or solicit for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor, or otherwise) or actually hire any Transferred Employee, provided that this Section 9.2 shall not apply to Transferred Employees who have been terminated without cause by Purchaser or to general solicitations of employees through newspapers, periodicals, websites or publications not specifically directed at Transferred Employees. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 9.2 is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability will have the power to reduce the scope or duration of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. Notwithstanding the foregoing, (i) Purchaser shall make available to Seller and any Affiliate of Seller the following Employees to assist Seller or such Affiliate with respect to the sale of the Radio

Stations: David Kaufman, Jack Connor and SuzAnne Brown, and (ii) Seller and any Affiliate of Seller shall have the right to retain SuzAnne Brown (on terms satisfactory to Seller or such Affiliate and Purchaser) as an independent consultant in connection with Seller or any such Affiliate's financial and tax preparation and reporting.

9.3 No Third Party Beneficiaries. Nothing in this Article 9 or elsewhere in this Agreement shall be deemed to make any of the Employees third party beneficiaries of this Agreement.

9.4 No Other Bids. From and after the date hereof, neither Seller nor any of Seller's Affiliates shall, authorize or permit any officer, director, or employee of, or any investment banker, attorney, or other advisor or representative of Seller or any of Seller's Affiliates to, directly or indirectly, (a) solicit, initiate, or encourage the submission of any Acquisition Proposal or (b) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes an Acquisition Proposal. For purposes of this Agreement, "Acquisition Proposal" means any proposal with respect to a merger, consolidation, share exchange, or similar transaction or business combination involving the Station, or any proposal or offer to acquire in any manner a substantial equity interest in the Station or any proposal or offer to purchase any of the Acquired Assets, other than the transactions contemplated hereby.

9.5 Transfer Taxes. Seller and Purchaser shall each pay one-half of all sales, transfer, stamp, real property transfer, or similar transfer Taxes incurred as a result of the sale of Acquired Assets contemplated hereby.

9.6 Compliance with Bulk Transfer and Plant Closure Laws. Seller and Purchaser hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty, or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any and all Losses arising out of or relating to Claims asserted against Purchaser with respect to the transfer of the Acquired Assets under this Agreement pursuant to any applicable bulk sales law, the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2107, and Title 26 Subchapter 2 §625-B of the Maine Statutes, or other similar law respecting the cessation or relocation of business operations.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnification.

(a) From and after the Closing, subject to Section 11.5 hereof, Seller shall indemnify and hold Purchaser and Purchaser's employees, officers, and directors (collectively, the "Purchaser Indemnified Parties") harmless from and against, and agree promptly to defend any Purchaser Indemnified Parties from and reimburse any Purchaser Indemnified Parties for, any and all

Losses which any Purchaser Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

- (i) any breach or inaccuracy of any of the representations and warranties made by Seller in or pursuant to this Agreement, or in any instrument, certificate, or affidavit delivered by Seller at the Closing in accordance herewith;

- (ii) any breach or failure by Seller to carry out, perform, satisfy, and discharge any of its respective covenants, agreements, undertakings, liabilities, or obligations under this Agreement or under any of the documents and/or other instruments delivered by Seller pursuant to this Agreement;

- (iii) all Non-Assumed Liabilities; and

- (iv) the operation or ownership of the Station prior to the Closing, including any liabilities concerning the nonpayment of Taxes or arising under the FCC Licenses or the Contracts included in the Acquired Assets that relate to events occurring prior to the Closing except insofar as the Purchase Price was reduced pursuant to Section 2.14 as a result of the proration of such liabilities.

(b) From and after the Closing, subject to Section 11.5 hereof, Purchaser shall indemnify and hold Seller and, Seller's employees, officers, and directors (collectively, the "Seller Indemnified Parties") harmless from and against, and agree promptly to defend any Seller Indemnified Parties from and reimburse Seller Indemnified Parties for any and all Losses which Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

- (i) any breach or inaccuracy of any of the representations and warranties made by Purchaser in or pursuant to this Agreement, or in any instrument, certificate, or affidavit delivered by Purchaser at the Closing in accordance herewith;

- (ii) any failure by Purchaser to carry out, perform, satisfy, and discharge any of its respective covenants, agreements, undertakings, liabilities, or obligations under this Agreement or under any of the documents and/or other instruments delivered by Purchaser pursuant to this Agreement;

- (iii) all Assumed Liabilities; and

- (iv) the operation or ownership of the Station after to the Closing, including any liabilities concerning the nonpayment of Taxes or arising under the FCC Licenses or the Contracts included in the Acquired Assets that relate to events occurring after the Closing except insofar as the Purchase Price was increased pursuant to Section 2.14 as a result of the proration of such liabilities.

(c) Notwithstanding any other provision to the contrary, Seller or Purchaser, as the case may be, shall not be required to indemnify and hold harmless any party seeking indemnification (the "Indemnified Party") pursuant to this Section 10.1, unless Seller or Purchaser has, as the case may be, asserted a claim with respect to such matters within the applicable survival period set forth on Section 11.5 and until the aggregate amount of the Indemnified Party's Losses exceeds Two Hundred Thousand Dollars (\$200,000) after which Seller or Purchaser, as the case may be, shall be obligated for all Losses of the Indemnified Party in excess of such amount; provided, however, that the cumulative indemnification obligation of Seller or Purchaser under this Article 10 insofar as it relates to indemnification pursuant to this Section 10.1 shall in no event exceed Five Million Dollars (\$5,000,000). Notwithstanding the foregoing, the limitations in the immediately preceding sentence shall not apply to claims relating to Non-Assumed Liabilities (Section 10.1(a)(iii)), Assumed Liabilities (10.1(b)(iii)), the collection of Accounts Receivable pursuant to Section 2.12, the adjustments and prorations pursuant to Section 2.14, the payment of transfer Taxes pursuant to Section 9.5, the payment of FCC filing fees pursuant to Section 11.8, claims relating to bulk sales and plant closure laws under Section 9.6, Losses resulting from fraud or willful misconduct, and payments to be made pursuant to Section 11.19 relating to the acquisition and construction of the television translators.

10.2 Notification of Claims.

(a) Each Indemnified Party shall promptly notify the party from which indemnification is claimed (the "Indemnifying Party") in writing of any third party Claim which is subject to indemnification under this Agreement, but a failure to give such notice shall not affect the Indemnified Party's rights, or the Indemnifying Party's obligations, except to the extent the Indemnifying Party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) If the Indemnifying Party has received notice of a third party Claim pursuant to Section 10.2(a), the Indemnifying Party shall have the right to employ counsel selected by it to defend such claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case before the due date for the answer or response to a claim) of its election of whether to take on the defense of such Claim. So long as the Indemnifying Party is defending in good faith any such Claim, the Indemnified Party shall not settle or compromise such Claim. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession reasonably required by the Indemnifying Party to contest such Claim. Whether or not the Indemnifying Party elects to defend any such Claim, the Indemnified Party shall have no obligation to do so. The Indemnified Party shall not settle or compromise any such Claim, unless the Indemnifying Party is given a full and complete release of any and all liability by all relevant parties relating thereto.

ARTICLE 11
TERMINATION; MISCELLANEOUS

11.1 Termination.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing, as follows:

- (i) by the mutual written agreement of Seller and Purchaser;
- (ii) by either Purchaser or Seller if the Closing has not occurred on or before the end of the twelfth (12th) month from the date of this Agreement;
- (iii) by either Purchaser or Seller if the FCC has denied the application for FCC Consent in an order which has become a Final Order;
- (iv) by Purchaser if (A) the conditions of Article 7 hereof have not been satisfied, or waived by Purchaser, by the tenth (10th) Business Day following the later to occur of (x) the expiration or termination of any applicable waiting period under the HSR Act, and (y) the date the FCC Consent becomes a Final Order; or (B) Seller does not satisfy the conditions or perform the obligations to be satisfied or performed by it under this Agreement by the tenth (10th) Business Day following the later to occur of (x) the expiration or termination of any applicable waiting period under the HSR Act, and (y) the date the FCC Consent becomes a Final Order; or (C) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);
- (v) by Seller if (A) the conditions of Article 8 hereof have not been satisfied, or waived by Seller, by the tenth (10th) Business Day following the later to occur of (x) the expiration or termination of any applicable waiting period under the HSR Act, and (y) the date the FCC Consent becomes a Final Order; or (B) Purchaser does not satisfy the conditions or perform the obligations to be satisfied or performed by it under this Agreement by the tenth (10th) Business Day following the later to occur of (x) the expiration or termination of any applicable waiting period under the HSR Act, and (y) the date the FCC Consent becomes a Final Order; or (C) Purchaser otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);
- (vi) by Purchaser pursuant to Section 11.6; or

(vii) by Seller pursuant to Section 7.11.

(b) Subject to the provisions of Sections 6.8, 11.3 and 11.5 (which obligations shall survive any termination of this Agreement), upon the termination of this Agreement pursuant to this Section 11.1, this Agreement shall forthwith become null and void, and no party hereto or any of its officers, directors, employees, agents, consultants, stockholders, or principals shall have any rights, liabilities, or obligations hereunder or with respect hereto; provided, however, that nothing contained herein shall deprive any party of its remedies under this Agreement, including Article 10 and Sections 11.2 and 11.3, or relieve any party from liability for breach or inaccuracy of any representation or warranty contained in this Agreement or any willful failure to comply with any covenant or agreement contained in this Agreement.

(c) Notwithstanding the termination provisions of Section 11.1(a), termination shall not be a remedy for a party that is in material breach of this Agreement except as allowed pursuant to mutual agreement under Section 11.1(a)(i). Provided further that neither party shall have the right to terminate this Agreement as a result of the other party's breach unless the terminating party shall have given the breaching party written notice specifying the nature of the default and shall have afforded the breaching party the opportunity to cure the default in the Cure Period. The term "Cure Period" as used herein means a period commencing on the date Purchaser or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

11.2 Remedies for Breach

(a) Purchaser's Rights. In the event of a material breach of this Agreement by Seller, which breach is not cured as set forth above, Purchaser shall have all rights and remedies available at law and equity, including damages in the event specific performance is not available as a remedy.

(b) Specific Performance. Seller acknowledges that the Acquired Assets are of a special, unique and extraordinary character, and that damages are an inadequate remedy for a breach of this Agreement by Seller. Accordingly, Purchaser shall be entitled, in the event of Seller's material breach, to enforcement of this Agreement (subject to obtaining the FCC Consent or clearance under the HSR Act) by a decree of specific performance or injunctive relief requiring Seller to fulfill its obligations under this Agreement. In any action to specifically enforce Seller's obligation to close the transaction contemplated by this Agreement, Seller shall waive the defense that there is an adequate remedy at law or in equity and agrees that Purchaser shall be entitled to obtain specific performance of Seller's obligation to close without being required to prove actual damages.

(c) Seller's Rights. The parties acknowledge that it is difficult or impossible to determine with precision the amount of actual damages that would or might be incurred by Seller if

the transactions contemplated by this Agreement were not consummated as a result of a material breach by Purchaser. Accordingly, if Seller terminates this Agreement as a result of material breach by Purchaser pursuant to Section 11.1(a)(v) and Seller is not in material breach of this Agreement, or if Purchaser wrongfully terminates this Agreement, Purchaser shall pay to Seller Five Million Dollars (\$5,000,000) as liquidated damages ("Liquidated Damages"). The parties hereto agree in advance that the Liquidated Damages amount is a fair and equitable amount to reimburse Seller for damages sustained due Purchaser's breach of this Agreement. Such right to Liquidated Damages shall be Seller's sole and exclusive remedy (other than its right to recover attorneys' fees and costs pursuant to Section 11.3), and shall be in lieu of Seller's right to recover actual damages and to pursue any other remedies available to Seller for Purchaser's breach of this Agreement.

11.3 Attorneys' Fees and Costs If attorneys' fees or other costs are incurred to secure performance of any obligations hereunder, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

11.4 Further Assurances. From time to time after the Closing Date, upon the reasonable request of one party to the other and without further consideration, each party shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer or assumption and take such further action as the other party may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession, and record title to the Acquired Assets or to assume the Assumed Liabilities. Purchaser and Seller agree to cooperate with each other in all reasonable respects to assure Purchaser the continued title to and possession of the Acquired Assets in the condition and manner contemplated by this Agreement.

11.5 Survival. Without prejudice to representations and warranties in other agreements delivered hereunder, all representations and warranties of the parties herein with respect to periods prior to Closing shall be deemed continuing representations and warranties, and shall survive the Closing for a period of twelve (12) months, except that (i) the representations and warranties set forth in Sections 4.1, 4.2, 4.16, 5.1, 5.2, and 5.5 shall survive indefinitely, (ii) the representations and warranties set forth in sections 4.4, 4.5, 4.11, 4.13 and 4.15 shall survive until the expiration of all applicable statutes of limitations with respect to the subject matter thereof, (iii) in the case of fraud, a claim may be made hereunder until the expiration of all applicable statutes of limitation with respect to the subject matter thereof, and (iv) if a claim shall have been made by a party hereto against another party hereto prior to the expiration of the applicable survival period specified above, then, in each case, such survival period shall be extended as it relates to such claim until such claim has been satisfied or otherwise resolved. All covenants shall survive indefinitely, except for those covenants which specify a time period, in which case such covenants shall survive for the period so specified. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by either party shall affect the other party's right to rely on any representation or warranty made by such party or relieve such party of any obligations under this Agreement as the result of a breach of any of its representations and warranties.

11.6 Risk of Loss The risk of loss or damage to any Acquired Asset prior to the Closing shall be upon Seller. In the event of any damage to or loss of any Acquired Asset prior to the Closing, Seller shall take commercially reasonable steps to repair or replace such damaged or lost Acquired Asset to its prior condition as soon as possible and in no event later than the Closing. For any damaged or lost Acquired Asset not repaired or replaced prior to the Closing, the Purchase Price shall be reduced by an amount equal to the replacement value of the damaged or lost asset, less the amount of insurance proceeds therefor that are assigned to Purchaser at the Closing, provided that if such damaged or lost Acquired Assets not repaired or replaced prior to the Closing have a Material Adverse Effect, then Purchaser may elect to terminate this Agreement.

11.7 Entire Agreement, Amendment, and Waivers. This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision or breach of this Agreement, whether or not similar, unless otherwise expressly provided.

11.8 Expenses. Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants, and other experts incident to the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby. Purchaser and Seller shall each pay one-half of all FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

11.9 Benefit; Assignment. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by Purchaser and Seller and their respective successors and permitted assigns, provided that no assignment of this Agreement shall relieve any party of any obligation or liability under this Agreement. Neither this Agreement nor any of the rights, interests, or obligations thereunder may be assigned or deleted by Seller or Purchaser without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser may assign all or part of its rights under this Agreement prior to the Closing to an Affiliate of Purchaser or to a "qualified intermediary" within the meaning of Treas. Reg. Sec. 1.1031(k)-1(g)(4)(iii) without the prior written consent of Seller, provided that such assignment does not substantially delay the performance of Purchaser's obligations hereunder or the consummation of the transactions contemplated hereby.

11.10 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

11.11 Notices. Notices and other communications provided for herein shall be in writing (which shall include notice by facsimile transmission or email communication containing the writing in the Adobe Acrobat .pdf format) and shall be delivered or mailed (or if by graphic scanning or other facsimile communications equipment of the sending party hereto, delivered by such equipment), addressed as follows:

(a) if to Seller:

James Bruder
WMTW Broadcast Group, LLC
70 E. Lancaster Avenue
Frazer, PA 19355

Fax: (610) 993-1100
Email: Jbruder@harron.com

with a copy (which shall not constitute notice) to:

Fred F. Fielding, Esq.
Wiley Rein & Fielding, LLP
1776 K Street NW
Washington, D.C. 20006

Fax: (202) 719-7049
Email: FFielding@wrf.com

(b) if to Purchaser:

Mr. David J. Barrett
President and CEO
Hearst-Argyle Properties, Inc.
888 Seventh Avenue
New York, New York 10106

Facsimile: (212) 887-6835
Email: dbarrett@hearst.com

with copy (which shall not constitute notice) to:

Jonathan C. Mintzer, Esq.
Vice President, General Counsel, and Secretary
Hearst-Argyle Properties, Inc.
888 Seventh Avenue
New York, New York 10106

Facsimile: (212) 887-6855
Email: jmintzer@hearst.com

and

Wade H. Hargrove, Esq.
Marcus W. Trathen, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
Wachovia Capitol Center, Suite 1600
150 Fayetteville Street Mall
Raleigh, North Carolina 27601

Facsimile: (919) 839-0304
Email: whargrove@brookspierce.com
mtrathen@brookspierce.com

or to such other address as a party may from time to time designate in writing in accordance with this Section. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

11.12 Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

11.13 Severability. If any provision, clause, or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause, or part under other circumstances, shall not be affected thereby.

11.14 Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third party beneficiary right or other legal or equitable rights, benefits or remedies of any nature whatsoever (except as pursuant to Article 10 with respect to the Purchaser Indemnified Parties and the Seller Indemnified Parties).

11.15 No Reliance. Except for any assignees permitted by Section 11.9 of this Agreement:

(a) no third party is entitled to rely on any of the representations, warranties, or agreements of Purchaser or Seller contained in this Agreement; and

(b) Purchaser and Seller assume no liability to any third party because of any reliance on the representations, warranties, or agreements of Purchaser, on the one hand, and Seller, on the other, contained in this Agreement.

11.16 Governing Law. This Agreement shall be construed and the rights and duties of the parties determined in accordance with the laws of the State of New York without regard to its conflicts of law rules.

11.17 Submission to Jurisdiction, Waivers. Purchaser and Seller hereby irrevocably and unconditionally agree that:

(a) all actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state or federal court sitting in the City of New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceedings and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding; and

(b) service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 11.11.

11.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same agreement.

11.19 Translator Construction. The Station's construction permit (FCC File Number BLCT-20020211AAX) contains a condition that the station must provide television translator service to the white area and ABC loss area which resulted from the Station's move to its current Baldwin transmitter site. This condition was affirmed in the Station's license grant dated December 22, 2003 (File Number 1800B3-JLB). By letter dated November 14, 2003, Seller submitted a plan to the FCC for satisfying this condition. Purchaser and Seller shall each pay one-half of the acquisition and construction costs relating to such plan, provided that Purchaser shall not be obligated to pay more than \$250,000 in connection with such acquisition and construction costs.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

WMTW BROADCAST GROUP, LLC

By:



David Kaufman
Executive Vice President

PURCHASER:

HEARST-ARGYLE PROPERTIES, INC.

By:

David J. Barrett
President and CEO

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

SELLER:

WMTW BROADCAST GROUP, LLC

By _____
David Kaufman
Executive Vice President

PURCHASER:

HEARST-ARGYLE PROPERTIES, INC.

By _____
David J. Barrett
President and CEO

SCHEDULE 1.1

Disclosure Schedule

Section

1.1	Permitted Liens
2.2	Excluded Assets
2.11	Allocation of Purchase Price
3.1	Governmental Consents
4.1	Organization; Ownership of Seller
4.3	Absence of Conflicting Agreements; Consents
4.4(a)	List of Equipment
4.5	Title to Acquired Assets
4.6(a)	Licenses
4.6(b)	Carriage Rights
4.6(c)	Digital Transmission Facilities
4.7(a)	Description of Owned Real Property
4.7(b)	Description of Leases
4.8	Contracts
4.9	Intangible Property
4.10	Financial Statements
4.11	Taxes
4.12	Reports
4.13	Employees and Employee Benefit Plans
4.14	Pending Claims and Litigation
4.15	Environmental Matters
4.17	Transactions with Affiliates
5.3	Absence of Conflicting Agreements; Consents
9.1(c)	Assumed Vacation and Sick Leave Benefits and Severance Arrangements

EXHIBIT A

POST-CLOSING ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of _____ among _____ ("Seller"), _____ ("Buyer"), and Bank of America, a national banking association (the "Escrow Agent").

Recitals

Seller and Buyer are parties to an Asset Purchase Agreement of even date herewith pursuant to which Buyer is to deposit funds with the Escrow Agent in connection with the purchase and sale of the following radio broadcast stations:

[LIST STATIONS]

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller, Buyer and Escrow Agent hereby agree as follows:

1. Escrow Account and Deposit. The Escrow Agent has established, or simultaneously with the execution hereof will establish, an account (the "Escrow Account") into which Buyer has deposited, or simultaneously with the execution hereof will deposit, \$ _____. Upon receipt thereof, the Escrow Agent shall provide Buyer and Seller confirmation thereof, and shall hold and disburse such deposit as set forth in this Agreement. Such deposit shall be invested in the Bank of America Business Investment Account. Such deposit, as increased or decreased based upon such investment results, is referred to herein as the "Deposit."

2. Release of Deposit by Escrow Agent. The Escrow Agent shall promptly release all or a portion of the Deposit to Buyer or Seller, as the case may be, upon the first to occur of the following circumstances:

(i) the Escrow Agent receives joint written instructions from Seller and Buyer directing the Escrow Agent to make such release; or

(ii) the Escrow Agent receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

3. Reliance by Escrow Agent. The Escrow Agent shall be entitled to rely upon and act in accordance with any of: (a) the joint written instructions of Seller and Buyer, and (b) a final order of a court of competent jurisdiction authorizing the Escrow Agent to release the Deposit, or any portion thereof, to Buyer or Seller.

4. Conflicting Demands. If conflicting demands are made upon the Escrow Agent, the Escrow Agent shall not be required to resolve such controversy or take any action, but may

await resolution of the controversy by joint instructions from Seller and Buyer or by appropriate legal proceedings.

5. Indemnification; Fees of Escrow Agent. Buyer and Seller shall jointly and severally pay, and hold the Escrow Agent harmless against, all costs, charges, damages and attorneys' fees which the Escrow Agent in good faith may incur or suffer in connection with or arising out of this Agreement. The Escrow Agent shall be entitled to a fee for services it renders hereunder in the amount set forth on Schedule A attached hereto, which shall be paid one-half by Seller and one-half by Buyer.

6. Rights and Duties of Escrow Agent.

(a) No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written evidence of such assignment in a form satisfactory to the Escrow Agent shall be filed with and accepted by the Escrow Agent.

(b) The Escrow Agent may rely or act upon orders or directions signed by the proper parties, or bearing a signature or signatures reasonably believed by the Escrow Agent to be genuine.

(c) The Escrow Agent shall have no duties other than those expressly imposed on it herein and shall not be liable for any act or omission except for its own gross negligence or willful misconduct.

(d) In the event that the Deposit or any proceeds thereof shall be attached, garnished, or levied upon by an order of any court, or the delivery thereof shall be stayed or enjoined by an order of court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, or any part thereof, the Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in case the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(e) The Escrow Agent may resign by giving sixty (60) days written notice of resignation, specifying the effective date thereof. Within thirty (30) days after receiving the aforesaid notice, Seller and Buyer agree to appoint a successor escrow agent to which the Escrow Agent shall transfer the Deposit or any proceeds thereof then held in escrow under this Agreement. If a successor escrow agent has not been appointed and/or has not accepted such appointment by the end of the 30-day period, the Escrow Agent may at its sole option: (i) apply to a court of competent jurisdiction for the appointment of a successor escrow agent, and the costs, expenses and reasonable attorneys' fees which are incurred in connection with such a proceeding shall be paid one-half by Seller and one-half by Buyer, or (ii) continue to hold the Deposit until it receives an order from a court of competent jurisdiction or joint written instructions of Seller and Buyer directing the Escrow Agent to release the Deposit.

7. Disputes. In the event of any disagreement between any of the parties resulting in conflicting or adverse claims or demands being made to the Deposit, the Escrow Agent shall be entitled, at its sole option, to refuse to comply with or recognize any such claims or demands as long as the disagreement shall continue, and in doing so, Escrow Agent shall not become liable in any way to any person for failure or refusal to comply with such conflicting or adverse claims or demands, and its duties hereunder with regard to such disputed Deposit shall be suspended until the rights of the claimants have been fully adjudicated or the differences adjusted between the parties and the Escrow Agent shall have been notified thereof in writing signed by all parties interested. In the event the differences between the parties with regard to the disputed Deposit have not been adjusted, and the Escrow Agent has been so notified, within ten (10) days following receipt of notice by Escrow Agent of conflicting or adverse claims or demands, Escrow Agent may, but shall not be obligated to, interplead the disputed Deposit in court, and thereupon Escrow Agent shall be fully and completely discharged of its duties as Escrow Agent with regard to the Deposit. The parties shall be jointly and severally liable to Escrow Agent for all fees and expenses, including legal fees, incurred by Escrow Agent in exercising its rights.

8. Notices. Any notice or other communication required or permitted hereunder shall be deemed to have been sufficiently given when delivered personally, by facsimile or by such other method (including recognized air courier or registered or certified mail, return receipt requested), addressed as follows:

(a) if to Seller:

Attention: _____

Facsimile No.: _____

(b) if to Buyer:

Attention: _____

Facsimile No.: _____

with a copy (which shall
not constitute notice) to:

Wiley Rein & Fielding LLP

1776 K Street, NW

Washington, DC 20006

Attention: _____

Facsimile: (202) 719-7049

(c) if to Escrow Agent:

Bank of America

Private Banking

8300 Greensboro Drive

Third Floor

McLean, Virginia 22102

Attention: Betsy Duff, Vice President

Facsimile: (703) 761-9203

or to such other address as may be specified by any party in a written notice to the other parties.

9. Governing Law. This Agreement shall be construed under the laws of the District of Columbia.

10. Waiver. This Agreement may be amended or modified, and any term may be waived, only if such amendment, modification or waiver is in writing and signed by all parties.

11. No Third Party Beneficiaries. This Agreement is a personal one, the duty of the Escrow Agent being only to the parties hereto, their successors or assigns, and to no other person whatsoever.

12. Counterparts. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

12147283

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers all as of the day and year first above written.

BUYER:

[BUYER]

By: _____
Name:
Title:

SELLER:

[SELLER]

By: _____
Name:
Title:

ESCROW AGENT:

BANK OF AMERICA

By: _____
Name:
Title:

SCHEDULE A

ESCROW AGENT FEE

\$1,500

EXHIBIT B
CALL SIGN LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____, 200_ by and between Hearst-Argyle Properties, Inc., a corporation organized under the laws of the state of Delaware ("HAP"), and WMTW Broadcast Group, LLC ("Licensee").

WITNESSETH:

WHEREAS, HAP is the licensee of Television Station WMTW-TV, Poland Spring, Maine ("WMTW-TV") and the holder of the rights to utilize the call letters WMTW-TV in connection with the operation of WMTW-TV and other broadcast purposes; and

WHEREAS, HAP desires to grant Licensee the right to use the call sign and federal, state and common law service marks "WMTW(AM)" and "WMTW-FM" (collectively, the "Call Letters") under the terms and conditions set forth herein.

NOW, THEREFORE, in view of the foregoing, and in exchange for the sum of ten dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. License. HAP hereby grants to Licensee a nontransferable, non-exclusive (without the right to grant sublicenses) license to use the Call Letters for and in connection with Licensee's owned Radio Stations WMTW(AM) and WMTW-FM which are licensed by the Federal Communications Commission ("FCC") to Gorham, Maine and North Windham, Maine, respectively (collectively, the "Radio Stations"). Licensee accepts the terms of this license and is hereby obligated to comply with its terms. HAP agrees to take such action, and to make sign, execute, acknowledge, deliver, and record any and all instruments or documents necessary for Licensee to fully exercise the rights granted herein. All rights not expressly set forth herein are reserved by and for HAP.

2. Restrictions.

a. Licensee agrees that the nature and quality of all services rendered by the Radio Stations in connection with the use of the Call Letters and all advertising, promotional and other related uses of the Call Letters by Licensee shall be of a quality substantially equivalent to the current formats and operations of the Radio Stations. HAT acknowledges that it is familiar with the radio broadcasting service currently provided by WMTW(AM) and WMTW-FM and that, at the present time, it finds the quality of such programming and services to be of an acceptable level. Licensee shall continue operations of the Radio Stations consistent with the current formats and operations.

b. Licensee shall take no actions which will (i) harm the Call Letters or federal, state and common law service marks of WMTW-TV, or the goodwill therein, (ii) cause embarrassment or public disrepute to HAP or WMTW-TV, (iii) result in the removal of any Call Letters, trademarks or service marks from any register, or (iv) suggest an ownership relationship

or other affiliation with HAP or WMTW-TV. All use of the Call Letters by Licensee shall be subject to the review, approval, and instructions of Licensor in accordance with good trademark practice. In addition, Licensee agrees to comply with all FCC regulations and other applicable laws and rules with respect to its use of the Call Letters.

3. Ownership. Licensor represents and warrants that Licensor has all right, title and interest in the Call Letters and has the full right, power and authority to grant the license hereby granted to Licensee. Licensee acknowledges that the ownership of and the right to use the Call Letters rests exclusively with HAP. Licensee further agrees that nothing in this Agreement shall give Licensee any right, title or ownership interest in the Call Letters other than the right to use said Call Letters in accordance with this Agreement. All use of the Call Letters and the goodwill appurtenant thereto shall inure to the benefit solely of Licensor. Licensee will promptly execute any documents reasonably requested by Licensor to reflect Licensor's ownership rights in the Call Letters and will not file any applications or seek to register the Call Letters on any register in the name of Licensee.

4. Term. This Agreement shall commence on the date hereof and shall continue until terminated as provided by this Agreement.

5. Indemnification.

a. Licensee agrees to indemnify, defend and hold HAP and its subsidiaries, parent company, and related organizations, and the officers, directors and employees of each, harmless from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, and other liabilities arising out of Licensee's use of the Call Letters.

b. Licensee's indemnification obligations hereunder shall survive the expiration or termination of this Agreement.

8. Assignment. This license shall not be assignable or otherwise transferable by Licensee without HAP's prior written consent, and any assignment or transfer in violation of the foregoing shall be null and void.

9. Termination.

a. Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

b. In the event of any material breach of this Agreement not cured by Licensee within seven (7) days after receipt of written notice from HAP, HAP may terminate this Agreement.

c. This Agreement will terminate on the change in the Call Letters of the Radio Stations to anything other than WMTW(AM) or WMTW-FM.

d. In the event that this Agreement is terminated as provided in Section 9(a) or (b) above, Licensee shall take all actions necessary to change its FCC-issued call signs for the Radio Stations to one other than WMTW within fifteen (15) days of the termination of this Agreement. Until the effective termination date, Licensee shall comply with the obligations of this Agreement respecting the use of the Call Letters. Licensee hereby consents to the entry of injunctive relief to enforce the requirement that it cease use of the Call Letters pursuant to the terms of this Section 9(d) in the event this Agreement is terminated by HAP. Licensee acknowledges that HAP's damages for breach of this provision are incalculable and hereby waives any claim as to the adequacy of other legal remedies.

10. Notice. Notices and other communications provided for herein shall be in writing (which shall include notice by facsimile transmission or email communication containing the writing in the Adobe Acrobat .pdf format) and shall be delivered or mailed (or if by graphic scanning or other facsimile communications equipment of the sending party hereto, delivered by such equipment), addressed as follows:

(a) if to Licensee:

James Bruder
WMTW Broadcast Group, LLC
70 E. Lancaster Avenue
Frazer, PA 19355

Facsimile: (610) 993-1100
Email: Jbruder@harron.com

with copy (which shall not constitute notice) to:

Fred F. Fielding, Esq.
Wiley Rein & Fielding LLP
1776 K Street, NW
Washington, DC 20006

Facsimile: (202) 719-7049
Email: Ffielding@wrf.com

(b) if to HAP:

Mr. David J. Barrett
President and CEO
Hearst-Argyle Properties, Inc.
888 Seventh Avenue
New York, New York 10106

Facsimile: (212) 887-6835
Email: dbarrett@hearst.com

with copy (which shall not constitute notice) to:

Jonathan C. Mintzer, Esq.
Vice President, General Counsel, and Secretary
Hearst-Argyle Properties, Inc.
888 Seventh Avenue
New York, New York 10106

Facsimile: (212) 887-6855
Email: jmintzer@hearst.com

or to such other address as a party may from time to time designate in writing in accordance with this Section. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

11. Governing Law. This Agreement and all related issues shall be governed by the laws of the State of New York. This Agreement contains the entire agreement of the parties, supersedes all prior agreements between the parties on this subject and can only be modified or amended in writing and signed by both parties hereto.

12. Venue; Service of Process. HAP and Licensee hereby irrevocably and unconditionally agree that:

a. all actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state or federal court sitting in the City of New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceedings and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding; and

b. service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.

13. Entire Agreement. The parties acknowledge that this Agreement expresses the entire understanding and agreement between the parties and that there have been no representations, covenants or understandings made by either party to the other except those that are expressly set forth in this Agreement.

14. Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15. Waiver. The waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach or nullify the effectiveness of that term or condition.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall collectively be deemed one and the same document.

[SIGNATURE PAGE FOLLOWS]

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

HEARST-ARGYLE PROPERTIES, INC.

By _____
[Name]
[Title]

WMTW BROADCAST GROUP, LLC

By _____
[Name]
[Title]

DISCLOSURE SCHEDULE
OF
ASSET PURCHASE AGREEMENT
between
WMTW BROADCAST GROUP, LLC,
and
HEARST-ARGYLE PROPERTIES, INC.

January 23, 2004

Section 4.6(a)
FCC Licenses

Licensee: WMTW Broadcast Group, LLC

Main Station:

<u>Call Sign</u>	<u>Community</u>	<u>Facility ID#</u>	<u>License Expiration</u>
WMTW-TV/DT ¹	Poland Spring, ME	73288	04/01/2007 ²

Television Translator Stations:

<u>Call Sign</u>	<u>Community</u>	<u>Facility ID#</u>	<u>License Expiration</u>
W27CP	White River Junction, VT	127773	04/18/2006 ³
W26CQ	Colebrook, NH	130286	04/15/2005 ⁴
New	Carabasset, ME	127775	pending ⁵

¹ WMTW Broadcast Group, LLC holds a permit authorizing the construction of WMTW-TV's digital television facilities. See FCC File No. BPCDT-19991101AGK. The station is currently broadcasting a digital signal pursuant to special temporary authority ("STA") granted by the FCC. See FCC File No. BEDSTA-20031008ADT. The current STA expires April 28, 2004. The Company currently intends to seek a request for a further extension of the STA in due course.

² By letter dated December 22, 2003, a copy of which has been provided to Buyer (the "December 22 Letter"), the FCC granted Seller's application on FCC Form 302-TV (FCC File No. BLCT-20020211AAX) for a license to cover construction permit BPCT-19960422KE, which, among other things, authorized the relocation of the WMTW-TV transmitter site to Mt. Baldwin. As a condition to the grant of the construction permit, the FCC required the Company to "apply for and provide television translator service to the white area and ABC loss areas which will result from WMTW's operation from the Baldwin site, prior to commencing operations at its Baldwin site pursuant to program test authority." In the license application, the Company informed the FCC that (i) the station had commenced operation from the Baldwin site pursuant to program test authority and (ii) although it had applied for three translators to provide service to the loss areas, the applications had not yet been granted and it was not yet providing service to the loss areas. As discussed more fully in the December 22 Letter, the FCC, while granting the license application, concluded that the Company's decision to commence operations prior to providing translator services to the loss areas constituted a failure to comply with the condition. Accordingly, the FCC (i) stated that it will seek the imposition of a monetary forfeiture against the Company in a separate proceeding; (ii) while relieving the Company of its obligation to comply with the condition prior to completing construction of the modified facility, otherwise maintained the condition that the Company apply for and provide service to the loss areas; and (iii) ordered the Company to submit a written report within 120 days of the December 22 Letter outlining all steps the Company has taken to construct the authorized facilities.

³ WMTW Broadcast Group, LLC holds a permit authorizing the construction of new television translator station W27CP. The construction permit expires April 18, 2006. See FCC File No. BNPTT-20000830AOB. On December 11, 2003, the Company filed an application for modification of the translator facility. See FCC File No. BMPTT-20031211ABG.

⁴ WMTW Broadcast Group, LLC holds a permit authorizing the construction of new television translator station W26CQ. The construction permit expires April 15, 2005. See FCC File No. BNPTT-20000831CFH. On December 3, 2003, the Company filed an application for modification of the translator facility. See FCC File No. BMPTT-20031203AFW.

Associated Auxiliaries & Earth Stations:⁶

<u>Call Sign</u>	<u>Type</u>	<u>License Expiration</u>
WPYL239	TV STL	04/01/2007
WPYK383	TV STL	04/01/2007
WPYC577	TV STL	04/01/2007
WPYC578	TV STL	04/01/2007
WPYC579	TV STL	04/01/2007
WPYC581	TV STL	04/01/2007
WPYC583	TV STL	04/01/2007
WPYI667	TV STL	04/01/2007
WPWS635	TV Pickup	04/01/2007
KCE91	TV STL	04/01/2007
WLF887	TV STL	04/01/2007
KEU34	TV Intercity Relay	04/01/2007
KF2708	TV Pickup	04/01/2007
WNPJ681	Fixed Microwave	02/02/2013
WNRX878	Business Radio	03/17/2013
E900558	Earth Station	09/01/2010

Antenna Structure Registrations

<u>ASR #</u>	<u>Location</u>
1239907	Auburn, ME
1045602	Baldwin, ME
1016803	New Gloucester, ME

(Continued . . .)

⁵ WMTW Broadcast Group, LLC is an applicant for a new television translator station on channel 47 at Carabasset, Maine. *See* FCC File No. BNPTT-20000830AOC. The application is mutually exclusive with several other translator applications. In addition, the Company has been informed by its consulting engineers that it is likely that the pending application cannot be granted because the FCC subsequently granted an application for another translator to operate on channel 47 in the same general area.

⁶ On October 15, 2003, the Company filed two applications for new auxiliary facilities. *See* FCC File Nos. 0001484240 and 0001484268. The new auxiliary stations are intended to help deliver the Station's signal to the new translator facilities being sought in the pending applications for modification of the facilities of W27CP and W26CQ. *See supra* Notes 3 and 4. On December 18, 2003, the Company filed an application for new auxiliary facilities. *See* FCC File No. 0001550946. The new auxiliary station is intended to help deliver the Station's signal to the new translator facility being sought for the Carrabassett, ME area. *See supra* Note 5. On December 18, 2003, the Company filed an application for new auxiliary facilities. *See* FCC File No. 0001551004. The new auxiliary station is intended to help deliver the Station's signal to the new translator facility being sought for the White River Junction, VT area. *See supra* Note 3.