

## **ADDENDUM A**

Purchase Price. For and in full consideration of the assignments, conveyances, and transfers of the Broadcasting Assets described herein, the total purchase price (the "Purchase Price") to be paid for the Broadcasting Assets, Licenses and Accounts Receivables shall be One Hundred Fifty Thousand Dollars (\$150,000.00) paid to Seller from Buyer with a Promissory Note for Eighty Five Thousand Dollars (\$85,000.00) amortized over five (5) years with annual payments of principal and accrued interest with interest at the rate of five percent (5%) per year. The Promissory Note shall be in the form of the Promissory Note attached hereto as Schedule 1.2(a). The Promissory Note shall be secured by a Security Agreement in the form of the Security Agreement attached hereto as Schedule 1.2(b) covering the Broadcasting Assets, Licenses and Accounts Receivable. Buyer will pay remaining purchase price of Sixty Five Thousand Dollars (\$65,000.00) to Seller in cash.

Earnest Money Deposit. Concurrently with the execution and delivery of this Agreement, the sum of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit") will be deposited by Purchaser as an earnest money deposit, by means of wire transfer of immediately available funds, into a separate account maintained by Bennington State Bank (the "Escrow Agent"), acting as escrow agent for the Parties, pursuant to the terms of that certain Escrow Agreement, dated as of the date hereof (the "Escrow Agreement"). On the Closing Date, the Earnest Money Deposit shall be released to Seller as partial payment of the Purchase Price, and the accrued interest thereon shall be returned to Purchaser. In the event of termination of this Agreement prior to Closing, the Earnest Money Deposit and any accrued interest thereon shall be released in accordance with Section 15.4.