
PURCHASE AGREEMENT

BETWEEN

CTV OF DERRY, INC.,

AND

SHOOTINGSTAR BROADCASTING OF NEW ENGLAND, LLC

DATED AS OF MAY 11, 2004

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURCHASE AND SALE OF ASSETS	2
1.1 Transfer of Assets	2
1.2 Excluded Assets	4
1.3 Treatment of Liabilities	4
ARTICLE II PURCHASE CLOSING.....	4
2.1 Asset Purchase Price.....	4
2.2 Proration	5
2.3 Adjustment Amount	5
2.4 Closing.....	7
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER.....	7
3.1 Organization and Power.....	7
3.2 Authorization of Transactions	8
3.3 Absence of Conflicts.....	8
3.4 Financial Statements.....	9
3.5 Certain Developments	9
3.6 Real and Tangible Property.....	10
3.7 FCC Matters.....	11
3.8 Taxes.....	12
3.9 Contracts and Commitments	13
3.10 Proprietary Rights	14
3.11 Litigation: Proceedings.....	15
3.12 Brokerage.....	15
3.13 Governmental Licenses and Permits.....	15
3.14 Employees	16
3.15 Employee Benefit Plans	16
3.16 Affiliate Transactions	16
3.17 Compliance with Laws	16
3.18 Environmental Matters	17
3.19 Assets.....	18
3.20 Receivables.....	18
3.21 Information Supplied.....	18

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER.....	18
4.1 Organization and Power.....	18
4.2 Authorization of Transaction.....	19
4.3 Absence of Conflicts.....	19
4.4 Brokerage.....	19
4.5 Litigation.....	19
4.6 Qualification as a Licensee.....	19
ARTICLE V PRE-CLOSING COVENANTS	20
5.1 Exclusivity.....	20
5.2 Operation and Maintenance of the Business	20
5.3 Information and Access.....	22
5.4 Consents Generally	22
5.5 Application(s)for FCC Consent	22
5.6 Further Assurances.....	23
5.7 Real Estate Matters.....	23
5.8 Copies of New Contracts	24
5.9 No Premature Assumption of Control	24
5.10 Trade-Out Payables and Receivables.....	24
ARTICLE VI CONDITIONS TO CERTAIN OBLIGATIONS	24
6.1 Buyer's Closing Conditions	24
6.2 Seller's Closing Conditions	27
ARTICLE VII TERMINATION.....	27
7.1 Termination.....	27
7.2 Effect of Termination	28
7.3 Exclusive Remedy upon Termination.....	29
ARTICLE VIII POST-CLOSING COVENANTS	29
8.1 Buyer's Retention of Retained Records: Continuing Assistance.....	29
8.2 Press Releases and Announcements	30
8.3 Further Transfers	30
8.4 Non-Solicitation and Confidentiality	30
8.5 Employees	31

ARTICLE IX INDEMNIFICATION AND RELATED MATTERS.....	32
9.1 Survival: Absence of Other Representations	32
9.2 Indemnification	32
9.3 Indemnification Procedures.....	35
ARTICLE X MISCELLANEOUS	36
10.1 Amendment and Waiver	36
10.2 Notices	36
10.3 Binding Agreement: Assignment.....	37
10.4 Severability	37
10.5 No Strict Construction.....	37
10.6 Captions	38
10.7 Entire Agreement.....	38
10.8 Counterparts	38
10.9 Governing, Law.....	38
10.10 Specific Performance	38
10.11 Expenses.....	38
10.12 Parties in Interest.....	39
10.13 Generally Accepted Accounting Principles	39
10.14 Waiver of Jury Trial.....	39
10.15 Other Definitional Provisions	39

EXHIBITS

- Exhibit A - Definitions
- Exhibit B - Form of Pre-Closing Escrow Agreement
- Exhibit C - Form of Post-Closing Escrow Agreement
- Exhibit D- Form of Transmitter Site Land Sublease

SCHEDULES

- Schedule 3.3 Absence of Conflicts
- Schedule 3.4 Financial Statements
- Schedule 3.6(a) Leased Real Property
- Schedule 3.6(c) Use of Real Property
- Schedule 3.6(d) Condition and Operation of Improvements
- Schedule 3.7(a) FCC Authorizations
- Schedule 3.7(b) Cable Matters
- Schedule 3.8 Taxes
- Schedule 3.9(a) Contracts
- Schedule 3.9(c) Program Runs
- Schedule 3.10(a) Propriety Rights
- Schedule 3.10(b) Exceptions to Ownership and Infringement of Property Rights
- Schedule 3.11 Litigation
- Schedule 3.13 Licenses
- Schedule 3.14 Employees
- Schedule 3.15 Employees Benefit Plans
- Schedule 3.16 Affiliate Transaction
- Schedule 3.17 Compliance with Laws
- Schedule 3.18(d) Storage Tanks
- Schedule 3.19 Assets
- Schedule 3.20 Receivables

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of May 11, 2004 between CTV of Derry, Inc., a New Hampshire corporation (“**Seller**”), and ShootingStar Broadcasting of New England, LLC, a Delaware limited liability company (“**Buyer**”). Buyer and Seller are sometimes referred to as the “**Parties.**” Capitalized terms used herein shall have the meanings set forth on Exhibit A hereto.

Seller is the licensee and operator of broadcast television station WNDS, Derry, New Hampshire (the “**Station**”). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of the Station, as a going concern, subject to the terms and conditions set forth in this Agreement.

Promptly after the execution and delivery of this Agreement, Buyer and Seller will execute and deliver an escrow agreement, substantially in the form of the attached Exhibit B, among them and the escrow agent named therein (as in effect from time to time, the “**Pre-Closing Escrow Agreement**”), and Buyer will deliver to such escrow agent, as agent (together with any successor thereto under the Pre-Closing Escrow Agreement, the “**Pre-Closing Escrow Agent**”), \$3,100,000 in cash (the “**Pre-Closing Escrow Amount**”), as security for the performance of Buyer's obligations under this Agreement.

Contemporaneously with the closing of the transactions contemplated by this Agreement, Buyer and Seller will execute and deliver an escrow agreement, substantially in the form of the attached Exhibit C, among them and the escrow agent to be named therein (as in effect from time to time, the “**Post-Closing Escrow Agreement**”), and Buyer will deliver to such escrow agent, as agent (together with any successor thereto under the Post-Closing Escrow Agreement, the “**Post-Closing Escrow Agent**”), \$1,550,000 in cash (or letter of credit representing such sum) (the “**Post-Closing Escrow Amount**”) pursuant to Section 2.1 (a) below. The Post-Closing Escrow Amount will be held by the Escrow Agent in accordance with the terms and conditions of the Post-Closing Escrow Agreement and will be disbursed as provided in the Post-Closing Escrow Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Transfer of Assets. Upon and subject to the terms and conditions stated in this Agreement, on the Closing Date, Seller will convey, transfer, and deliver to Buyer, and Buyer will acquire from Seller, all of Seller's rights in, to and under all assets, rights and properties of Seller (collectively, the "**Assets**"), whether personal or mixed, tangible and intangible, and of every kind, character and description, which are used or useful in the operation of the business and the Station as a going concern (other than the Excluded Assets, as defined in Section 1.2). All Assets shall be free and clear of any liens or encumbrances and shall contain marketable title. The term Assets shall include Seller's rights in, to and under the following, in each case to the extent existing as of the Closing Date:

(a) FCC Authorizations. All licenses and authorizations issued by the FCC to Seller with respect to the Station, including all applications therefor and all renewals, extensions or modifications thereof and additions thereto (the "**FCC Authorizations**").

(b) Licenses. All licenses, permits, franchises, certificates, and other authorizations (other than the FCC Authorizations) issued by any Governmental Entity (collectively, the "**Licenses**") issued to or held by Seller with respect to the Station, including all applications therefor and all renewals, extensions, or modifications thereof and additions thereto.

(c) Tangible Personal Property. All equipment, vehicles, furniture, fixtures, antennas, transmitters, satellite earth stations, office materials and supplies, spare parts and other tangible personal property of every kind and description (the "**Tangible Property**") owned or leased as of the date of this Agreement by Seller and used or useful in the operation of the business and the Station, and any additions, improvements, replacements, and alterations thereto made between the date of this Agreement and the Closing Date, but excluding all such property consumed, retired, or disposed of by Seller as permitted by this Agreement.

(d) Transmitter Building and Equipment. The Buyer shall acquire Seller's transmitter building and all of Seller's equipment, whether owned or leased by Seller as of the date of this Agreement or on the Closing Date and used or useful in the operation of the business and the Station, including but not limited to the Station's tower (the "**Tower**"), the cinder block transmitter building (the "**Transmitter Building**"), the transmitter (the "**Transmitter**"), the antennae (the "**Antennae**") and other equipment (the "**Additional Transmitting, Generating, and Supporting Equipment**"), together with all easements, rights of way and other appurtenances thereto, other than the frame structure on the Tower Land Site, including all improvements related thereto, which are situated on the land owned by Lucille Nash (referred to herein as the "**Transmitter Site Land**"). Buyer, at Buyer's expense, will move the circuit breaker, the main panel, and the antennae switch to the Transmitter Building from the frame structure. Seller will provide Buyer such access to the property as is necessary in order to enable Buyer to accomplish this. The Transmitter Site Land shall be ground subleased to Buyer pursuant to a sublease between the Nash Family Investment Properties, a New Hampshire partnership, and Buyer, to be executed as of Closing.

(e) Assumed Contracts. The IBEW Local 1228 Union Contract, effective September 1, 2002, attached hereto in Schedule 3.9(a) but not the Seller's benefit plans established thereunder (the "Union Contract"), the Cash Time Sale Contracts, all other Contracts which are described on Schedule 3.9(a), and such other Contracts which are entered into prior to the Closing as authorized by Buyer under this Agreement (collectively, the "Assumed Contracts"). To the extent that a copy of a contract is not provided to Buyer as of the date that the schedules to this Agreement (the "Schedules") are finalized, then Buyer shall have the option not to assume any such contract.

(f) Trademarks, etc. Other than the Excluded Intellectual Property, all trademarks, service marks, trade names, jingles, slogans, logotypes and other Proprietary Rights, and all goodwill associated with the foregoing, used or useful in the operation of the business and the Station existing on the date of this Agreement or acquired by Seller between the date of this Agreement and the Closing Date, in each case to the extent existing on the Closing Date.

(g) Programming Copyrights. All program and programming materials and elements of whatever form or nature owned by Seller and used or useful in connection with the business and operation of the Station, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common law and statutory copyrights owned by or licensed to Seller and used or useful in the operation of the business and the Station, together with all such programs, materials, elements, and copyrights acquired by Seller between the date of this Agreement and the Closing Date, in each case to the extent existing on the Closing Date.

(h) Files and Records. All files and records of Seller that relate to the business or operation of the Station and that are in existence on the Closing Date, (except personnel records of employees not employed by Buyer that are former employees), other than files and records which Seller is required by law to retain (the "Transferred Records").

(i) Goodwill. All of Seller's goodwill in, and going concern value of, the Station or otherwise associated with any other Asset.

(j) Prepaid Items. All prepaid expenses relating to the Station (other than prepaid premiums relating to items described in Section 1.2(d)).

(k) Accounts Receivable. All accounts receivable, excluding Trade-Out Receivables having a negative residual value to the Station and Aged Receivables (except aged receivables which have been collected) and notes receivable relating to the Station or the Assets whether or not invoiced prior to the Closing Date (the "Accounts Receivable").

(l) Communications. All transferable telephone exchange numbers, the right to receive and retain mail and other communications and collections, including the right to retain mail and communications from distributors, agents and all others;

(m) Claims and Rights. All of Seller's interest in all claims, rights and choses in action relating to the operation of the Station or otherwise associated with the Assets.

1.2 Excluded Assets. Notwithstanding anything in Section 1.1 to the contrary, the following assets, to the extent in existence on the Closing Date, shall be excluded from the Assets (collectively, the “**Excluded Assets**”):

(a) Cash. All cash, cash equivalents, and cash items of any kind whatsoever, employee advances, certificates of deposit, money market instruments, bank balances and rights in and to bank accounts held by Seller.

(b) Excluded Intellectual Property. Any of Seller’s rights to the name “CTV of Derry, New Hampshire.”

(c) Non-Assumed Contracts. The Non-Assumed Contracts.

(d) Plans and Insurance Policies. Any of Seller’s insurance policies related to the Station or the Assets, or employee benefit plans.

1.3 Treatment of Liabilities. On the Closing Date, Buyer will assume and become responsible to pay, satisfy, perform and discharge as and when due, and will hold Seller harmless from and against, all Assumed Liabilities. The Buyer will not assume or have any responsibility however, with respect to any other obligation or liability of the Seller or Station not expressly included in the definition of Assumed Liabilities.

ARTICLE II

PURCHASE/CLOSING

2.1 Asset Purchase Price.

(a) Amount and Form. In consideration of Seller's performance of this Agreement and the transfer and delivery of the Assets to Buyer at the Closing, Buyer will pay to Seller an aggregate amount equal to \$28,000,000, with \$24,900,000 payable at Closing and the balance being paid from the release of the Pre-Closing Escrow to Seller at Closing, plus or minus the amount of any adjustment required to be made pursuant to Section 2.3 hereof (as adjusted, the “**Cash Asset Purchase Price**”), and Buyer will assume the Assumed Liabilities. On the Closing Date, Buyer will pay the Cash Asset Purchase Price in the following manner:

(1) an amount equal to the difference between (x) \$24,900,000 plus or minus (A) the Final Net Adjustments or (B) in the event that the Parties have not agreed upon the Final Net Adjustments as of the Closing, the Estimated Adjustment Amount, minus (y) the Post-Closing Escrow Amount; and

(2) the amount of the Post-Closing Escrow Amount will be paid by wire transfer of immediately available funds to such bank account as the Post-Closing Escrow Agent may designate. After the Closing, the Post-Closing Escrow Agent will hold and release such funds in accordance with the terms and conditions of the Post-Closing Escrow Agreement;

(b) Allocation of Cash Asset Purchase Price. Seller and Buyer shall mutually agree on a reasonable cost allocation of the Cash Asset Purchase Price among the Assets. Allocations

made pursuant to this Article II shall be used by the Parties for all tax and other government reporting purposes.

2.2 **Proration.**

(a) **General Allocation Principles.** For purposes of identifying the Assets, the Excluded Assets and the Assumed Liabilities and determining the adjustments to be made pursuant to Section 2.3, the ownership and operation of the Station and the Assets and the revenues, expenses, and liabilities attributable thereto, including power and utilities charges, ad valorem property taxes (upon the basis of the most recent assessment available), rents, income and sales Taxes, and similar accruing, prepaid and deferred items, will be prorated between Seller and Buyer in accordance with the principle that

(i) Seller will be allocated revenues earned or accrued, and expenses, costs (including any expenses or costs in connection with curing or satisfying any Liens) and liabilities incurred in or allocable, with respect to the business and operation of the Station or the ownership or operation of the Assets through the Closing Date, and

(ii) Buyer will be allocated revenues earned or accrued, and expenses, costs and liabilities incurred in or allocable, with respect to the business and operation of the Station or the ownership or operation of the Assets after the Closing Date.

Notwithstanding the foregoing, Buyer will not be allocated any liability or obligation that is not an Assumed Liability.

(b) **Payment.** After the Closing Date, Seller will be responsible for and pay all liabilities allocated to it pursuant to this Section 2.2 (the “**Seller-Allocated Liabilities**”), and Buyer will pay all liabilities allocated to it pursuant to this Section 2.2 (the “**Buyer-Allocated Liabilities**”).

2.3 **Adjustment Amount.**

(a) **For Accounts Receivable.** The purchase price for the Assets will be increased by an amount (the “**A/R Adjustment Amount**”) equal to the product of (x) the Accounts Receivable (excluding Trade-Out Receivables and Aged Receivables) existing as of the Closing Date, multiplied by (y) 0.90.

(b) **For Payables.** To the extent that, notwithstanding Section 2.2(b), Seller pays any amount of the Buyer-Allocated Liabilities or Buyer pays any amount of the Seller-Allocated Liabilities, the purchase price for the Assets will be adjusted in order to give effect to Section 2.2 (the net amount of any such adjustment required in order to give such effect being the “**A/P Adjustment Amount**” and, together with the A/R Adjustment Amount, the “**Adjustment Amount**”).

(c) **Adjustment Procedures.**

(i) Estimate. In the event that on or prior to the Closing Date the Parties have not agreed upon the Final Net Adjustments in accordance with Sections 2.3(c)(ii) through 2.3(c)(vi) below, not earlier than five (5) Business Days prior to the Closing, Buyer will deliver an estimate of the Adjustment Amount described in Section 2.3(b) above prepared in good faith and based upon the books and records of the Station (the “**Estimated Adjustment Amount**”).

(ii) Report After Closing Date. On or prior to the 60th day after the Closing Date, Buyer will prepare and submit to Seller (i) a balance sheet for the Station as of the Closing Date (the “**Closing Balance Sheet**”), and (ii) Buyer's determination of the Adjustment Amount (taking into account any estimated payment(s) thereof made on the Closing Date, if the Closing Date has occurred) (the “**Final Net Adjustments**”). Buyer's determination of the Final Net Adjustments will become final and binding upon Buyer and Seller on the tenth (10th) Business Day after the Closing Balance Sheet is delivered to Seller unless, prior to such date, Seller gives Buyer written notice stating that Seller disagrees with such determination and, to the extent reasonably possible, stating in reasonable detail the nature, extent of, and basis for, Seller's disagreement.

(iii) Mutual Resolution. If Seller timely gives Buyer such a dispute notice, then, during the thirty (30) days after Seller gives such dispute notice, Seller and Buyer will attempt in good faith to resolve such disagreement, and any mutual determination of the disputed Final Net Adjustment(s) by Seller and Buyer will be final and binding upon Buyer and Seller on the date of such mutual determination.

(iv) Resolution by Accounting-Firm. If any such dispute cannot be resolved by Buyer and Seller on or prior to such thirtieth (30th) day, then such dispute will be referred to an independent public accounting firm of national or regional stature which is designated and retained by Buyer and approved by Seller (which approval Seller will not unreasonably withhold) and which has not had a material relationship with either Buyer or Seller within two years of such retention and such firm's determination of the disputed Final Net Adjustment(s) will be final and binding upon Buyer and Seller.

(v) Final Settlement. The payment of the amount of each Final Net Adjustment will be made not later than the fifth (5th) Business Day after such Final Net Adjustment is finally determined pursuant to this Section 2.3(c); provided, that if any dispute arises over the amount to be paid, such payment will nonetheless be made to the extent such amount is not in dispute.

(vi) Costs. The non-prevailing Party will be required to pay all costs and expenses associated with the independent accounting firm's determination; provided, that (i) if such independent public accounting firm is unable to determine that a Party is a prevailing Party, then such costs and expenses will be equitably allocated by such firm upon the basis of the outcome of such determination, and (ii) if such firm is unable to allocate such costs and expenses in such a manner, then each Party will pay the out-of-pocket expenses incurred by

it and each of Buyer and Seller will each pay one-half of the costs and expenses of such independent public accounting firm. Such firm may designate the prevailing Party or Parties for purposes of this Section 2.3(c).

2.4 Closing.

(a) Closing Date. The closing of the purchase and sale of the Assets and the assumption of the Assumed Liabilities pursuant to this Agreement (the “**Closing**”) will occur at a location mutually acceptable to both Parties (or via facsimile) at 10:00 am, Eastern Standard Time, the tenth (10th) day after the first date in which the FCC Consent is effective and has become a Final Order (the “**Closing Date**”), provided however, that the Buyer reserves the right to waive the condition that the FCC Consent become a Final Order before Closing, which waiver shall not constitute a waiver of any other condition to Closing.

(b) Closing Transactions. Subject to the conditions set forth in Sections 6.1 and 6.2, the Parties will consummate the following transactions (including the purchase and sale of the Assets and the assumption of the Assumed Liabilities, the “**Closing Transactions**”) at the Closing:

(i) Seller will deliver to Buyer such deeds, bills of sale and other instruments of assignment as Buyer reasonably deems necessary in order to effect the sale of the Assets to Buyer;

(ii) Buyer will deliver to Seller one or more instruments as Seller reasonably deems necessary in order to give effect to the assumption of the Assumed Liabilities by Buyer;

(iii) Buyer will deliver the Cash Asset Purchase Price, as described in Section 2.1(a);

(iv) There will be delivered to Buyer and Seller, as applicable, the certificates and other documents and instruments required to be delivered to such Parties under Sections 6.1 and 6.2; and

(v) Buyer and Seller will execute and deliver to each other and to the Post-Closing Escrow Agent the Post-Closing Escrow Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement, Seller hereby makes the representations and warranties set forth in this Article III as of the date of this Agreement. Seller agrees that, if the Closing occurs, then as of the time of the Closing each representation and warranty set forth in this Article III will be deemed to be remade by Seller as a material inducement to Buyer to consummate the Closing Transactions.

3.1 Organization and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and is duly qualified to do

business and is in good standing in every jurisdiction where the conduct of its business requires it to be so qualified and in which the failure to be duly qualified would, either individually or in the aggregate, have a Material Adverse Effect. The Seller has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement, document or instrument required by it to be executed and delivered by it pursuant hereto, including the power to carry on its business as now conducted, to own, lease and operate its assets, properties and business.

3.2 Authorization of Transactions.

(a) The execution and delivery of this Agreement by Seller, and the consummation by Seller of the transactions contemplated herein, have been duly and validly authorized by all necessary corporate action on the part of Seller. This Agreement and each other agreements, documents or instruments executed pursuant hereto have been duly executed and delivered by Seller and represents a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors rights or by general principles of equity limiting the availability of equitable remedies.

(b) Neither the execution and delivery of this Agreement by Seller, nor the consummation by Seller of the transactions contemplated herein, nor compliance by Seller with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of the articles of incorporation or by-laws, or similar organization or formation document of Seller, if applicable, or (ii) constitute or result in the breach of any term, condition, or provision of, or constitute a default or give rise to any additional liability of Seller under, or give rise to any right of termination, cancellation, or acceleration with respect to, or result in the creation of any Lien upon any of the Assets pursuant to, any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which it is a party or by which it or any of the Assets may be subject, and that would, either individually or in the aggregate, have a Material Adverse Effect. Except for consents to be obtained prior to Closing, no material approvals, authorizations, filings, registrations or notifications are required to be obtained or made by Seller in connection with the consummation of the transactions contemplated hereby. Consummation of the transactions contemplated hereby will not violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller or any of its properties or assets.

3.3 Absence of Conflicts. Except for the FCC Consents, Consents required under the Program Contracts and other Consents listed on the attached Schedule 3.3, and assuming the accuracy of the representations and warranties set forth in Section 4.3 (as to Buyer), neither the execution, delivery and performance of this Agreement or any other Transaction Document by Seller nor the consummation by Seller of the transactions contemplated hereby or thereby:

(a) does or will (i) conflict with or result in any breach of any of the provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, or (v) result in the creation of any Lien upon any Asset, in each case under the provisions of the articles or certificate of incorporation, by-laws or similar organizational document of Seller or any indenture, mortgage, lease, loan agreement or other agreement, instrument or Contract, or any Legal Requirement by

which Seller or by which Seller or any Asset is materially affected, or to which Seller or any Asset is subject, or

(b) without limiting clause (a) above, requires any Consent of any Governmental Entity or any other Person.

3.4 Financial Statements. Attached to this Agreement as Schedule 3.4 are the following (collectively, the “**Financial Statements**”):

(a) the unaudited balance sheets of Seller for the last day of, and the related statements of income and cash flows for, their respective fiscal years ending during each of 2000, 2001, 2002 and 2003;

(b) the unaudited balance sheet of Seller (the “**Latest Balance Sheet**”) for, and the related statements of income and cash flows for the period ending on April 25, 2004.

Each such financial statement (in each case including the notes thereto, if any) accurately presents in all material respects the financial position and results of operations of Seller as at the respective dates thereof and for the periods therein referred to, subject (in the case of the statements described in clause (b) above) to the lack of footnote disclosure and changes resulting from normal year-end adjustments, none of which changes would, if properly presented, in the aggregate, reflect a Material Adverse Effect. Schedule 3.4(b) accurately reflects the difference between the preparation of Seller’s Financial Statements relative to whether the Financial Statement had been prepared in accordance with generally accepted accounting principles (“**GAAP**”).

(c) the Financial Statements reflect the operation of the Station on a consolidated basis.

(d) The Station’s cash revenues for the fiscal year ending [insert most recent fiscal year] are at least \$3,800,000.

3.5 Certain Developments. Other than as permitted under this Agreement, or as set forth on Schedule 3.5, during the period beginning on the date of the Latest Balance Sheet and ending on the Closing Date, Seller has not:

(a) suffered any theft, damage, destruction or casualty loss to any material Asset or any material portion of the Assets, or any substantial destruction of its books and records (in each case whether or not covered by insurance);

(b) sold, leased, assigned or transferred any material Asset or any material portion of the Assets (other than dispositions of obsolete or worn-out assets disposed of in the ordinary course of business and dispositions of assets which have been replaced with assets of equal or greater value and utility);

(c) waived any right of material value;

(d) entered into any other transaction in excess of \$5,000 or changed any material business practice without prior written consent of Buyer;

(e) made or granted any bonus (other than one-time bonuses paid by Seller prior to Closing in recognition of past services and which involve no prospective obligations) or any wage, salary or compensation increase to any employee or independent contractor, except as required by express terms of any Contract which is described on the attached Schedule 3.9(a);

(f) been party to any agreement, understanding or event which would result in a Material Adverse Effect.

(g) agreed or committed to do any of the foregoing.

3.6 Real and Tangible Property.

(a) Owned and Leased Property. Schedule 3.6(a) sets forth a complete and correct list owned (“**Owned Property**”) and leased (“**Leased Property**”) Real Property and Tangible Property used in connection with the ownership, use and operation of the Station to which Seller is a party or by which Seller or any of its properties is bound. All such Leased and Owned Property represent all of the property relating to the business (except the property being conveyed by Mr. Nash), are in full force and effect and there are no defaults by Seller thereunder, and the other parties thereto. Seller has not received or given any notice of default under any such Lease and no party is in default thereunder.

(b) No Proceedings. There is no proceeding in eminent domain or any similar proceeding pending, or (to Seller’s knowledge) threatened, affecting Seller’s interest in any Real Property. There exists no writ, injunction, decree, order or judgment outstanding, nor any litigation, pending, or (to Seller’s knowledge) threatened, relating to the ownership, lease, use, occupancy or operation by Seller of any Real Property.

(c) Use. Except as set forth on the attached Schedule 3.6(c), (i) to Seller’s knowledge, Seller’s use of the Real Property does not violate in any material respect any Legal Requirement, instrument of record or agreement affecting any Real Property, and (ii) there is no violation in any material respect of any applicable covenant, condition, restriction, easement or Real Property agreement.

(d) Condition and Operation of Improvements. As to each parcel of Real Property: (i) to Seller’s knowledge, all components of all buildings, structures and other improvements included upon or within such Real Property (the “**Improvements**”), including the roofs and structural elements thereof and the heating, ventilation, air conditioning, air pollution emission capture and abatement, plumbing, electrical, mechanical, sewer, waste water and paving and parking equipment systems and facilities included therein, are compliant with FCC regulations, are in adequate condition to operate such facilities as currently used and proposed by Seller to be used, occupied or operated, and there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere in any significant respect with the use, occupancy or operation thereof as currently used or proposed by Seller to be used, occupied or operated; (ii) except as set forth on Schedule 3.6(d), there are no known structural deficiencies in any buildings located upon any Real Property or known material Latent Defects or otherwise visible defects (“**Material Defects**”) in any of the roof, foundation, other structural elements, heating and air conditioning and ventilation systems, plumbing and electrical systems, boilers and furnaces and sprinkler systems, and other building power, mechanical and operating

systems; and (iii) all Improvements or portions thereof include all utilities and services necessary for their use or intended use, and are not dependent for their access, operation or utility on any land, building or other improvement not included in any Real Property. Notwithstanding anything to the contrary contained herein, Seller represents and warrants as of January 1, 2001, that to its knowledge, the Tower is in suitable current condition to pass an FCC inspection.

3.7 FCC Matters.

(a) Generally. The attached Schedule 3.7(a) contains a complete list of all material FCC Authorizations and the expiration dates of such authorizations (in each case, an “**Expiration Date**”) in Seller’s possession. To Seller’s knowledge, the FCC Authorizations constitute all of the licenses and authorizations required under the Communications Act and the FCC Regulations for the operation of the Station and the conduct of the business of Seller as now currently conducted, and to Seller’s knowledge no further FCC Authorization is necessary for the continuation of the operation of the Station as conducted. Seller is the holder of each FCC Authorization, and each FCC Authorization is in full force and effect and is not subject to or scheduled for renewal prior to the Expiration Date specified for such FCC Authorization on the attached Schedule 3.7(a). Each FCC Authorization is valid for the full term thereof, and Seller has no reason to believe that any FCC Authorization will not be renewed for a full and customary term in the ordinary course with no materially adverse conditions (except with respect to general rule-making and similar matters relating generally to television broadcast stations). There is not pending (or, to Seller's knowledge, threatened) any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew in the ordinary course any FCC Authorization, and there is not now pending, issued or outstanding (or, to Seller's knowledge, threatened) by or before the FCC, any investigation, order to show cause, cease and desist order, notice of violation, notice of apparent liability, or notice of forfeiture, petition or complaint with respect to Seller, the Station or any FCC Authorization. Except as set forth in Schedule 3.7(a), to Seller’s knowledge, the Station is operating in compliance in all material respects with the FCC Authorizations, the Communications Act and the FCC Regulations. The Station is not short-spaced, on a grandfathered basis or otherwise, to any existing broadcast television station, outstanding construction permit or pending application therefor, domestic or international, or to any existing or proposed TV allotment, domestic or international. Seller has not received any written notice to the effect that Seller or the Station is causing objectionable interference to the transmissions of any other television station or communications facility or received any written complaints with respect thereto. To Seller's knowledge, no other television station or communications facility is causing objectionable interference with the Station's transmissions or the public's reception of the Station's transmissions. Since November 1, 2001, Seller has been compliant with FCC regulations and has not received, and has no knowledge during its period of operation of the Station, notice of non-compliance of FCC or FAA regulations as of that date, if any.

(b) Cable and Satellite Matters. The attached Schedule 3.7(b) sets forth (or has appended to it) the items described in clauses (i) through (v) below:

(i) a list of all U.S. cable television systems and satellite carriers as defined in Section 76.66(a)(1) of the FCC Regulations which carry the Station's signal as identified by A.C. Nielsen & Co., including the number of subscribers

covered by each cable television system and satellite carrier, and the channel number on which the Station's signal is carried;

(ii) a list of all cable systems in the market as identified by A.C. Nielsen & Co. (the "Market Cable Systems") and satellite carriers, if any, which are carrying the Station's signal and which have given notice of such Market Cable System's or satellite carrier's intention to delete the Station from carriage or to change the Station's channel position on such cable or satellite system;

(iii) a list of all notices, if any, received by Seller from any Market Cable System or satellite carrier alleging that the Station does not deliver an adequate signal level, as defined in Sections 76.55(c)(3) and 76.66(g)(2) of the FCC Regulations, to such Market Cable System's principal headend or satellite carrier's local receive facility (other than any such notice as to which such failure has been remedied or been determined not to exist), and all further correspondence with or from any such Market Cable System or satellite carrier relating to such notice;

(iv) a list of all pending petitions for special relief to include any additional community or area as part of the Station's television market as defined in Section 76.55(e) of the FCC Regulations that have been served upon Seller or the Station, if any; and

(v) a list of all pending petitions for special relief requesting the deletion of any community or area from the Station's television market that have been served upon Seller or the Station, if any.

Seller has furnished to Buyer true and correct copies of all notices, agreements, correspondence, petitions and other items described in clauses (ii) through (v) of this Section 3.7(b).

3.8 Taxes. All Tax Returns required to be filed by Seller (taking into account any valid extension of time within which to file such Tax Returns) have been timely filed, and to Seller's knowledge, each such Tax Return has been prepared in compliance with all applicable Legal Requirements and is true and accurate in all respects. All Taxes which are due and payable by Seller (whether or not shown on any Tax Return) have been paid. Seller has duly withheld and, if due and payable, paid all Taxes required to be withheld and paid with respect to amounts paid to employees, independent contractors, creditors and other Persons. Except as set forth on the attached Schedule 3.8:

(i) Seller is neither a party to nor is bound by any Tax sharing agreement, nor has any current or contingent contractual obligation to indemnify any other Person with respect to Taxes;

(ii) Seller has received no notice of any legal action, suit, proceeding, audit or, to Seller's knowledge, investigation with respect to Taxes now in progress, pending, or, to Seller's knowledge, threatened against or with respect to Seller, and no claims have been asserted relating to Taxes against Seller; and

(iii) Seller has received no notice of any claim made against Seller by a Taxing authority in a jurisdiction where such Person does not pay Taxes or file Tax Returns that such Person is or may be subject to Taxes assessed by such jurisdiction.

The attached Schedule 3.8 contains a list of all states, territories and jurisdictions in which Seller is required to file any Tax Return.

3.9 Contracts and Commitments.

(a) Generally. Except for the Transaction Documents, Contracts described on the attached Schedule 3.9(a) or Schedule 3.9(c), any Non-Assumed Contract, or any Cash Time Sale Contract entered into by Seller in the Ordinary Course, Seller is neither a party to nor is bound by, and neither Seller nor any Asset is subject to, any Contract, whether written or oral, including any:

- (i) collective bargaining agreement or contract with any labor union;
- (ii) contract for the employment or engagement of any individual employee or other Person (including as an independent contractor or on a consulting basis) other than at the will of the employing Person, or any agreement to provide severance or similar benefits upon any termination of employment or other engagement;
- (iii) agreement, indenture or other Contract placing a Lien on any Asset;
- (iv) agreement with respect to the lending or investing of funds by Seller;
- (v) network affiliation, license or royalty agreement;
- (vi) Program Contract;
- (viii) guaranty of any obligation of any other Person, other than endorsements made for collection made in the ordinary course of business;
- (ix) sales representation agreement;
- (x) agreement with any rating service or intellectual property licensing organization;
- (xi) lease or agreement, without Buyer's prior written consent, under which it is lessee of, or holds or operates, any personal property owned by any other party calling for annual payments in excess of \$5,000 individually or \$10,000 in the aggregate or entered into outside of the ordinary course of business, or under which Seller holds or occupies any real property or interest therein;

(xii) lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by it;

(xiii) agreement, contract or understanding pursuant to which Seller subcontracts work to a third party; or

(xiv) any other agreement material to the business or operation of the Station, including agreements or understandings from which production revenue is derived.

(b) Absence of Breach, etc. Each of the items which is described or required to be described on the attached Schedule 3.9(a) is in full force and effect; no item which is described or required to be described on the attached Schedule 3.9(a) has been breached in any material respect, canceled or repudiated by Seller or (to Seller's knowledge) by any other party thereto; no such other party has indicated in writing or orally to Seller that it will stop or decrease the rate of business done with Seller or the Station or that it desires to renegotiate its arrangements with Seller; Seller has performed in all material respects all obligations required to be performed by it in connection with the items which are described or required to be described on the attached Schedule 3.9(a) and is not in receipt of any claim of default under any such item; and Seller has no present expectation or intention of not fully performing any obligation pursuant to any item which is described or required to be described on the attached Schedule 3.9(a).

(c) Available Program Runs. With respect to each Program Contract, the "**Available Runs**" specified on the attached Schedule 3.9(c) is the number of unused exhibitions pursuant to the cash portion, if any, of such Program Contract as of the corresponding date specified on such Schedule.

(d) Copies. Seller has furnished, or will furnish within 14 calendar days of this Agreement, to Buyer a true and correct copy of all written contracts and other items which are described or required to be described on the attached Schedule 3.9(a), in each case together with all amendments, waivers or other changes thereto. To the extent that a copy of a contract is not provided to Buyer as of the date of this Agreement, then Buyer shall have the option not to assume any such contract. The attached Schedule 3.9(a) contains an accurate and complete description of all material terms of all oral contracts and other oral items which are described or required to be described on such Schedule.

3.10 Proprietary Rights.

(a) Generally. Except for the Excluded Intangibles, the attached Schedule 3.10 (a) sets forth a complete and correct list of (i) all Proprietary Rights owned, filed, used, or held for use, by Seller in connection with, or necessary for the conduct of the Seller's business and current operation of the Station, (ii) all names, if any, used by Seller in connection with the operation of the Station other than "CTV of Derry, New Hampshire", but including, without limitation, the call letters "WNDS" and (iii) all other material licenses or similar agreements or arrangements to which Seller is a party either as licensee or licensor for the Proprietary Rights.

(b) Ownership: Infringement. Except as set forth on the attached Schedule 3.10 (b), (i) taken together, Seller owns and possesses all right, title and interest in and to, or has a valid and enforceable right to use, the name "WNDS" and each of the call letters and registered

Proprietary Rights described or required to be described on the attached Schedule 3.10(a), free and clear of all Liens (other than Permitted Liens), and no claim by any third party contesting the validity, enforceability, use or ownership of any of the foregoing has been made, is currently outstanding or, to Seller's knowledge, is threatened, (ii) no loss or expiration of any Proprietary Right is pending, reasonably foreseeable or, to Seller's knowledge, threatened, (iii) Seller has neither received any notice of, nor is Seller aware of any fact which indicates a likelihood of, any infringement or misappropriation by, or any conflict with, any third party with respect to any Proprietary Right, including any demand or request that Seller license rights from a third party, (iv) Seller has not infringed, misappropriated or otherwise conflicted with any rights of any third party and Seller is unaware of any infringement, misappropriation or conflict which will occur as a result of the continued operation of Seller's business as currently conducted or as proposed to be conducted by Seller, and (vi) to Seller's knowledge, the call name "WNDS" and the call names and registered Proprietary Rights described or required to be described on the attached Schedule 3.10(a) have not been infringed, misappropriated or conflicted by any third party.

(c) Protective Measures. Seller has taken reasonably necessary actions to maintain and protect all Proprietary Rights described or required to be described on the attached Schedule 3.10(a) so as to not adversely affect the validity or enforcement of such Proprietary Rights. To Seller's knowledge, the owners of the Proprietary Rights licensed to Seller have taken all reasonably necessary and desirable actions to maintain and protect such Proprietary Rights.

(d) Transfer. Immediately after Closing, Buyer will own all of the Proprietary Rights and will have a right to use such Proprietary Rights on the same terms and conditions as in effect prior to the Closing.

3.11 Litigation: Proceedings. Except as set forth on Schedule 3.11, there are no actions, suits, proceedings, orders, judgments, decrees or investigations pending (or, to Seller's knowledge, threatened) against Seller or any Asset at law or in equity, or before or by any Governmental Entity.

3.12 Brokerage. Seller represents that it shall be solely responsible for fees due to HT Capital Advisors, LLC ("HTCA"), that HTCA is the only broker, finder, or other entity acting or that has acted on Seller's behalf that may have a claim or entitlement to a fee or commission at or after the Closing relating to the transactions contemplated herein, and that there are no other claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Seller.

3.13 Governmental Licenses and Permits. The attached Schedule 3.13 sets forth a complete listing and summary description of all material Licenses owned or possessed by Seller or used by Seller in the conduct of the business and operation of the Station. Taken together, Seller owns or possesses all right, title and interest in and to all of the Licenses which are necessary or material to conduct Seller's business as currently conducted or proposed to be conducted by Seller. No loss or expiration of any License is pending, reasonably foreseeable or, to Seller's knowledge, threatened (including as a result of the transactions contemplated by this Agreement) other than by reason of expiration in accordance with the terms thereof.

3.14 Employees. (a) Seller has complied in all material respects with all applicable Legal Requirements relating to the employment of personnel and labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes, the Worker Adjustment and Retraining Act, and the Immigration Reform and Control Act of 1986. Except as set forth on Schedule 3.14(a), Seller has not, since September 1, 2002 experienced any strike, grievance, unfair labor practice claim or other material employee or labor dispute, and Seller has not engaged in any unfair labor practice. (b) To Seller's knowledge, there is no organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of Seller. The attached Schedule 3.14(a) sets forth the name, start date, title or position, and the annual or, as the case may be, hourly rate of compensation (including salary, bonuses and commissions), as of the date of this Agreement for each individual engaged by Seller as an employee, and a list of fiscal year 2003 Form 1099s for independent contractors.

3.15 Employee Benefit Plans. Except as set forth on the attached Schedule 3.15, Seller has no obligation to contribute to (or any other liability, including current or potential withdrawal liability, with respect to) (i) any "multi-employer plan" (as that term is defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")), (ii) any plan or arrangement, whether or not terminated, which provides medical, health, life insurance or other welfare-type benefits for current or future retired or terminated employees (except for limited continued medical benefit coverage required to be provided under Section 4980E of the Tax Code or as required under applicable state law), (iii) any employee plan which is a tax-qualified "defined benefit plan" (as that term is defined in Section 3(35) of ERISA), whether or not terminated, or (iv) any employee plan which is a tax-qualified "defined contribution plan" (as that term is defined in Section 3(34) of ERISA), whether or not terminated, or any other "employee benefit plans" (as defined in Section 3(3) of ERISA) or material fringe benefit plans (collectively, the "**Plans**"). Each Plan that is subject to ERISA is in all material respects in compliance, and has been administered in all material respects in accordance, with the applicable provisions of ERISA and the Code, and all other applicable laws, rules and regulations, including, but not limited to, medical continuation under Code Section 49808. At the Closing Date, all contributions, premiums or payments under or with respect to each Plan which are then due and payable will have been paid. The Seller has not incurred and has no reason to expect that it will incur, any liability to the Pension Benefit Guaranty Corporation (other than premium payments) or otherwise under Title IV of ERISA (including any withdrawal liability) or under the Code with respect to any employee pension benefit plan that the Seller or any other Person, that, together with the Seller, is treated as a single employer under Section 414 of the Code, maintains or has maintained or to which any of them contributes, has contributed, or has been required to contribute.

3.16 Affiliate Transactions. Other than as described on the attached Schedule 3.16 or as referenced in the Related Agreements, no Insider (i) is a party to any agreement, contract, commitment or transaction with the Seller or which pertains to the business or operation of the Station (other than in such Insider's capacity as an employee of the Seller, the compensation for which is reflected on the attached Schedule 3.14(a)), or (ii) has any interest in any Asset, other than indirectly, as a stockholder of Seller.

3.17 Compliance with Laws. Except as set forth on the attached Schedule 3.17, to Seller's knowledge, Seller and each of its independent contractors, agents and employees have

complied in all material respects with all applicable Legal Requirements which affect the business or operations of the Station (including Seller's broadcasting, production, promotion, marketing and sales activities) or any Assets and to which Seller or any Asset is subject, and to Seller's knowledge, no claim has been filed during the previous two years against Seller alleging a violation in any material respect of any such Legal Requirement. Except as set forth on the attached Schedule 3.17, to Seller's knowledge, Seller is not now subject (nor has Seller been subject during the previous two years) to any investigation, penalty assessment, or audit by any Governmental Entity or to any other allegation that Seller (including any agent, representative or broker acting on behalf of Seller) violated the regulations of any such Governmental Entity or made a material false statement or omission to any Governmental Entity.

3.18 Environmental Matters.

(a) Compliance Generally. Seller has complied in all material respects, and is in compliance in all respects, with all Environmental and Safety Requirements.

(b) Permits. Seller is currently in compliance, in all respects, with all permits, licenses and other authorizations that are required pursuant to Environmental and Safety Requirements for the occupation of its facilities and the operation of its business, and such permits, licenses and other authorizations may be relied upon for continued lawful conduct of the business and operations of the Station immediately after the Closing Transactions without transfer, reissuance, or other approval or action by any Governmental Entity or other Person.

(c) Claims. Seller has not received any claim, complaint, citation, report or other notice regarding any liabilities or potential liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, arising under Environmental and Safety Requirements.

(d) Storage Tanks. Except as set forth in Schedule 3.18(d), no underground storage tank exists at any property owned, used, leased or occupied or formerly owned, used, leased or occupied in connection with the business or operation of the Station.

(e) Operations. No facts, events or conditions relating to the facilities, properties or operations of Seller will prevent, hinder or limit continued compliance with Environmental and Safety Requirements, give rise to any investigatory, remedial or corrective obligations pursuant to Environmental and Safety Requirements, or give rise to any other liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) pursuant to Environmental and Safety Requirements, including any Environmental and Safety Requirement relating to onsite or offsite releases or threatened releases of hazardous or otherwise regulated materials, substances or wastes, personal injury, property damage or natural resources damage; provided that nothing in this Section 3.18(e) will constitute a representation or warranty as to the necessity to comply with or to the effect of Environmental and Safety Requirements due to construction, remodeling, or other changes to or additions in operations which may be undertaken by Buyer after the Closing with respect to the Station.

(f) Transaction-Triggered Requirements. To Seller's knowledge, neither the execution and delivery of this Agreement nor the consummation of the Closing Transactions imposes any obligations for site investigation or cleanup, or notification to or consent of

Governmental Entity or any other Person, pursuant to any “transaction-triggered” Environmental and Safety Requirement.

(g) Liability for Others. Seller has not, either expressly or by operation of law, assumed or undertaken any liability or corrective or remedial obligation of any other Person relating to Environmental and Safety Requirements.

(h) Environmental Liens. No Environmental Lien has attached to any property owned, leased or operated by Seller arising out of any action or omission of Seller or, to Seller's knowledge, any other Person.

3.19 Assets. Except as disclosed on Schedule 3.19, the Seller has good title to all the Assets free and clear of any and all Liens other than Permitted Liens. The Assets, the Excluded Assets, and the Related Assets, comprise all of the assets necessary for the conduct of the Seller's business and operation of the Station as presently conducted by Seller, including but not limited to those Assets set forth on Schedule 3.19. Each Asset is in all respects adequate for the purposes for which it is presently used and presently proposed to be used, except as otherwise set forth on the attached Schedule 3.6(d).

3.20 Receivables. To the best of Seller's knowledge, those Accounts Receivables which are reflected in the financial statements, or which otherwise arise only from bona fide transactions in the ordinary course of business, are, or will be, collectible in full at the recorded amounts thereof (subject to no defense, setoffs or counterclaims) in the ordinary course of business. Seller has no knowledge of any facts or circumstances generally (other than general economic conditions) which would result in any increase in the uncollectability of such Accounts Receivables. Schedule 3.20 hereto accurately lists as of April 25, 2004 all Accounts Receivables in excess of \$5,000, the amount owing and the aging of such Accounts Receivable, the name and last known address (as of the Closing Date) of the party from whom such Accounts Receivable is owing, and any security in favor of Seller or any Subsidiary for the repayment of such Accounts Receivable which Seller or any Subsidiary purports to have (the “Receivables Aging Report”).

3.21 Information Supplied. None of the information supplied or to be supplied by the Seller to the Buyer contain any untrue statements of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement, Buyer hereby makes the representations and warranties set forth in this Article IV as of the date of this Agreement. Buyer agrees that, if the Closing occurs, then as of the time of the Closing each representation and warranty set forth in this Article IV will be deemed to be remade by Buyer as a material inducement to Seller to consummate the Closing Transactions.

4.1 Organization and Power. Buyer is a limited liability company which is validly existing and in good standing (or has comparable active status) under the laws of Delaware and is qualified to do business in every jurisdiction in which the execution, delivery and performance

of its obligations under this Agreement requires it to be so qualified. Buyer has full limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which Buyer is a party.

4.2 Authorization of Transaction. No other proceedings or actions on the part of Buyer are necessary to approve and authorize Buyer's execution and delivery of this Agreement or any other Transaction Documents to which Buyer is a party or the performance of Buyer's obligations hereunder or thereunder. This Agreement constitutes, and each of the other Transaction Documents to which Buyer is a party will, when executed, constitute a valid and binding obligation of Buyer, enforceable in accordance with their terms, except the enforceability hereof may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally and limitations on the availability of equitable remedies.

4.3 Absence of Conflicts. Assuming the accuracy of the representations and warranties set forth in Section 3.3 (as to Seller and the Station), neither the execution, delivery and performance of this Agreement or any other Transaction Document by Buyer nor the consummation by Buyer of the transactions contemplated hereby or thereby:

(a) does or will (i) conflict with or result in a breach of any of the provisions of, (ii) constitute a default under, (iii) result in the violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, or (v) require any consent, order, approval, authorization or other action of, or any filing with or notice to, any Governmental Entity or other Person, in each case under the articles or certificate of organization, bylaws or similar organizational documents of Buyer or under the provisions of any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Buyer is bound or by which it or any of its assets are affected, or any Legal Requirement to which Buyer or any of its assets is subject, or

(b) without limiting the foregoing, require any Consent of any Governmental Entity or any other Person.

4.4 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

4.5 Litigation. There are no actions, suits, proceedings, orders or investigations pending (or, to Buyer's knowledge, threatened) against or affecting Buyer at law or in equity, or before or by any Governmental Entity, which could reasonably be expected to adversely affect Buyer's performance under this Agreement or the other agreements contemplated hereby to which Buyer is a party or the consummation of the transactions contemplated hereby or thereby.

4.6 Qualification as a Licensee. Buyer is now and will, from and after the date upon which Buyer executes the application(s) described in Section 5.5, be legally, financially and otherwise qualified under the Communications Act and the FCC Regulations to purchase and be the transferee or assignee of the Assets and the owner and operator of the Assets and the Station, and at the time of such execution Buyer will be able to make all necessary representations, including financial representations, which are required to be made by Buyer in such application(s). No fact exists that would under the Communications Act or the FCC Regulations

disqualify Buyer as the transferee or assignee of the Assets or as owner and operator of the Assets and the Station, and Buyer is not aware on the date of this Agreement of any waiver of the FCC Regulations which will be required in order for the FCC Consents to be granted.

ARTICLE V

PRE-CLOSING COVENANTS

5.1 Exclusivity. Until this Agreement is terminated by its terms, Seller will not, and will not cause or permit any affiliate, director, officer, employee, stockholder or agent of it to, directly or indirectly: (a) solicit, initiate or encourage the submission of any proposal or offer from any Person (including any of them) relating to any (i) liquidation, dissolution or recapitalization of, (ii) merger or consolidation with or into, (iii) acquisition or purchase of any material asset (or any material portion of the assets) of, or any equity interest in, (iv) lease or disposition of any material asset, or (v) similar transaction or business combination involving Seller or any Assets or Related Assets (other than dispositions in the Ordinary Course of assets which have been replaced with assets of equal or greater value and utility); or (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any other Person to do or seek any of the foregoing. Seller further agrees to promptly notify Buyer in the event that the Seller receives any such inquiries of the type mentioned above from any other Person indicating or suggesting an interest in acquiring all or any part of the Station's business or assets, including the Related Assets. Until this Agreement is terminated in accordance with its terms, Seller will notify Buyer if any Person makes any proposal or offer with respect to any of the foregoing, identifying offeror and the offeror's terms.

5.2 Operation and Maintenance of the Business. From the date of this Agreement through the Closing Date, unless Buyer otherwise consents in writing, the Seller will:

- (a) conduct the business and operations of the Station only in the Ordinary Course;
- (b) make capital and promotional expenditures in the Ordinary Course;
- (c) confer with Buyer prior to implementing operational decisions of a material nature;
- (d) otherwise report periodically to Buyer concerning the status of its business, operations, and finances;
- (e) comply with all Legal Requirements and contractual obligations applicable to the operations of Seller's business;
- (f) not sell, lease or otherwise dispose of any Asset other than dispositions in the Ordinary Course of Assets which have been replaced with Assets of equal or greater value and utility;
- (g) maintain the Assets in such state of repair as is necessary for the conduct of its business in the Ordinary Course, including replacement in accordance with reasonably

prudent business practices of any Asset used in the Business that does not meet the standard described in Section 3.19 with assets of quality meeting such standard and, in the event of a condemnation, casualty, loss or other damage to any Asset used in the Business prior to the Closing Date, whether or not it is insured, use commercially reasonable efforts either to repair or replace such condemned or damaged property or to use the proceeds of such condemnation or insurance in such other manner as mutually agreed upon by Seller and Buyer.

(h) not take or fail to take any action which would cause any of the representations set forth in Article III hereof to be untrue;

(i) cause its current insurance (or reinsurance) policies not to be canceled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect;

(j) use commercially reasonable efforts to keep in full force and effect its existence and all rights, franchises, Proprietary Rights and contractual rights relating or pertaining to its business, including all FCC Authorizations;

(k) use reasonable efforts to maintain the Station's present business organization, including the present business operations, physical facilities and working conditions and its present relationships with lessors, licensors, suppliers, customers, independent contractors and others having business relations with it;

(l) maintain its books, accounts and records in the Ordinary Course as used in the preparation of the applicable Latest Balance Sheet and the accompanying interim financial statements;

(m) comply in all material respects with all applicable Legal Requirements and all contractual obligations applicable to its operations and business, and pay all applicable Taxes which are due and payable (other than any such Taxes which are being contested in good faith);

(n) not enter into any Program Contract for which payment is to be made in whole or in part by the provision of advertising time or otherwise not in cash (a "**Barter Program Contract**");

(o) not enter into any Program Contract which is not a Barter Program Contract and under which any payment could be required to be made after the Closing Date, unless both (A) the aggregate amount which will become payable under such Program Contract does not exceed \$10,000, and (B) the aggregate amount which will become payable under such Program Contract and all other Program Contracts entered into after the date of this Agreement and in reliance on clause (A) above and this clause (B) does not exceed \$25,000;

(p) not enter into any Trade arrangement, or increase the amount of any liability or obligation under any existing Trade arrangement;

(q) not enter into, or renew, any personnel agreements;

(r) exercise any windows for termination in existing personnel contracts as they come due prior to the Closing Date, and not enter into personnel agreements or extension of any existing personnel agreement which commitment would extend beyond the Closing Date.

(s) not enter into any Contract, agreement or transaction which is not entered into in the Ordinary Course, at arm's length, with any Person prior to the Closing Date.

5.3 Information and Access. From time to time at Buyer's expense and request upon reasonable notice and at reasonable times solely to Seller's representative, through the Closing, Seller will provide to representatives of Buyer and its financing parties and each of their agents, employees and accounting, tax, legal and other advisors (collectively, the "**Investigating Parties**"): (i) access to the Assets; (ii) access to all accounts, insurance policies, Tax Returns, Contracts, and other books and records concerning the Station, the Assets, Seller and its business and operations and such other relevant information and materials as may be reasonably requested (including the ability to make copies and abstracts thereof at Buyer's expense); and (iii) the opportunity, at Seller's reasonable convenience, to discuss the affairs, finances and accounts of Seller with those directors (or equivalent officials), senior management employees, key sales representatives and independent accountants of Seller which would reasonably be presumed to have information which would be relevant for the purposes of conducting Buyer's and such other parties' business, accounting, financial, environmental, legal and other due diligence review regarding the Assets and the Station and preparing for the financing and consummation of the Closing Transactions and the conduct of the Station's business and operation thereafter, in each case so long as such access does not unreasonably interfere with the business and operations of the Station.

5.4 Consents Generally. Seller will use commercially reasonable efforts (without being required to make any payment not specifically required by the terms of any related Contract or Legal Requirement or agree to any material modification or waiver of any term of any Contract or any other right) to (i) obtain or cause to be obtained prior to the Closing Date all Consents, and (ii) cause each Consent to be effective as of the Closing Date (whether it is granted or entered into prior to or after the Closing), and Buyer will use commercially reasonable efforts not to interfere with such efforts. In connection with obtaining any Consent from any person, Seller may request from such Person a release from any liability or obligation, but Seller shall promptly withdraw its request for such release if it is objected to or denied.

5.5 Application(s) for FCC Consent. As soon as practicable, but in any event not later than ten (10) days after the date of this Agreement, each of Seller and Buyer will complete its portion of the application(s) to the FCC for the FCC Consents and, together with the other Persons who are required to join in such filings, file such application(s) with the FCC. Each Party will diligently take or cooperate in the taking of all reasonable steps that are necessary, proper or desirable to expedite the preparation and filing of such application(s) and their prosecution to Final Orders and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the purchase and sale of the Assets to be consummated pursuant to this Agreement. Seller will provide Buyer, and Buyer will provide Seller, with a copy of any pleading, order or other document served on such Person relating to any such application(s), unless such pleading, order or other document indicates on its face that it was served upon or delivered to Buyer or Seller, as the case may be. No Party will, and each Party will use its best efforts not to cause or permit any of its officers, directors, or other Affiliates to,

take any action which could reasonably be expected to materially and adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order.

5.6 Further Assurances.

(a) Efforts to Close. Each Party will use commercially reasonable efforts to cause the conditions to Buyer's and Seller's respective obligations to consummate the Closing Transactions to be satisfied (including the preparation, execution and delivery of all agreements and instruments contemplated hereunder to be executed and delivered by such Party in connection with or prior to the Closing).

(b) Notice of Breach. Not later than three calendar days after it obtains knowledge thereof, but in all events prior to the Closing, Buyer will inform Seller of any fact or circumstance which, if it existed on the Closing Date, would constitute a breach of any representation or warranty of Buyer set forth in this Agreement or any breach of any of its covenants or agreements set forth in this Agreement, or any threatened or instituted proceeding of a type described in Section 6.1 (c) or Section 6.2(d). Not later than three calendar days after Seller obtains knowledge thereof, but in all events prior to the Closing, Seller will inform Buyer of any fact or circumstance which, if it existed on the Closing Date, would constitute a breach of any representation or warranty of Seller set forth in this Agreement or any breach of any covenant or agreement of Seller set forth in this Agreement, or any threatened or instituted proceeding of a type described in Section 6.1 (c) or Section 6.2(d). No such knowledge or notice will affect any Party's right to indemnification or other remedy provided for in this Agreement in respect of any such matter of which it obtains knowledge or receives such notice.

(c) Notice of Certain Other Events. Without limiting Section 5.6(b), not later than three calendar days after Seller obtains knowledge of such circumstances, Seller will give written notice to Buyer (i) if any portion of the Assets suffers damage on account of fire, explosion, or other cause of any nature which is sufficient to prevent or affect the business or operation of the Station in any material respect, (ii) if the regular broadcast transmission of the Station in the normal and usual manner in which it heretofore has been operating is interrupted or interfered with for a period of more than four consecutive hours, (iii) if Seller receives a National Labor Relations Board union election petition relating to employees of the Station, (iv) if the Station receives notice from any Market Cable System or satellite carrier carrying the Station's signal of such Market Cable System's or satellite carrier's intention to delete the Station from carriage or change the Station's channel position on such Market Cable System or satellite carrier, or (v) any party thereto takes any action or makes any request (or gives any notice to the effect that it intends to take any action or make any request) with respect to the cancellation, amendment, termination or other adverse modification of any material agreement.

5.7 Real Estate Matters.

(a) Buyer and Seller shall equally share any expenses related to the Surveys and the Phase I environmental studies with respect to the Real Property.

(b) Buyer and the Nash Family Investment Properties shall enter into a ground sublease with an aggregate term (including option terms) of ninety-nine (99) years for the

Transmitter Site Land (the “**Transmitter Site Land Sublease**”), substantially in the form set forth on Exhibit D to this Agreement.

5.8 Copies of New Contracts. Promptly after it is entered into, Seller will deliver to Buyer a true and correct copy of any written Contract, and a complete and correct summary of the material terms and conditions of any oral Contract, which is entered into by Seller after the date of this Agreement and prior to the Closing, whether or not Buyer's consent to the entry into such Contract is required pursuant to Section 5.2.

5.9 No Premature Assumption of Control. Nothing contained in this Agreement will give Buyer any right to control the programming or operations of the Station prior to the Closing Date, and Seller will have complete control of the programming and operations of the Station through the Closing Date.

5.10 Trade-Out Payables and Receivables. Seller shall provide a current, complete and accurate list of all Trade-Out Payables and Trade-Out Receivables (the “**Trade-Out Balance Sheet**”) to Buyer at the earliest of, (i) forty five (45) days after the execution of this Agreement, to be updated each successive 30 day period thereafter, or (ii) within ten (10) days after the FCC Grant Date. In addition, Seller shall provide to Buyer a final Trade-Out Balance Sheet (“**Final Trade-Out Balance Sheet**”) at Closing. Buyer shall then assume the Trade-Out Payables or Trade-Out Receivables listed on the Final Trade-Out Balance Sheet at Closing which do not have a negative residual value to the Station.

5.11 Receivables Aging Reports. Seller shall provide to Buyer with an updated Receivables Aging Report as of the date of the FCC Grant Date and as of the Closing Date (the “**Final Receivables Aging Report**”).

5.12 Schedules. Seller shall provide the Schedules to Buyer within fifteen (15) Business Days of execution of this Agreement, the content of which must be satisfactory to Buyer, in Buyer's sole discretion.

ARTICLE VI

CONDITIONS TO CERTAIN OBLIGATIONS

6.1 Buyer's Closing Conditions. The obligation of Buyer to consummate the Closing Transactions is subject to the satisfaction (or waiver by Buyer in writing) of the following conditions as of the time of the Closing:

(a) The representations and warranties set forth in Article III (which shall be interpreted for purposes of this Section 6.1(a) without giving effect to any qualification based on materiality) will be true and correct in all material respects at and as of the time of the Closing as though then made;

(b) Seller will have performed and complied in all material respects with all of the covenants and agreements required to be performed by Seller under any of the Transaction Documents at or prior to the Closing;

(c) There will be no action or proceeding before any Governmental Entity pending or threatened wherein an unfavorable judgment, decree, injunction or order could prevent or adversely affect the execution of the Agreement or the operations contemplated thereby, prevent or adversely affect the consummation of any Closing Transaction or the operation and ownership of the Station and the Assets by Buyer thereafter, result in any Closing Transaction being declared unlawful or rescinded, require Buyer or any affiliate thereof to pay any material damages or penalty as a result thereof, or have a Material Adverse Effect, and no such judgment, decree, injunction or order will be in effect;

(d) The FCC Consent will be effective and will have become a Final Order and all other Consents required from Governmental Entities or set forth on Schedule 6.1(d) will have been obtained and be in full force and effect;

(e) Seller and a financial institution which is reasonably acceptable to Buyer and Seller will have executed and delivered to Buyer the Post-Closing Escrow Agreement;

(f) On or prior to the Closing Date, Seller will have delivered to Buyer all of the following (dated as of the Closing Date, except as otherwise indicated):

(i) Copies of all Consents (including, without limitation, all Consents required under any material Contract) necessary to be obtained in order to consummate the sale and transfer of the Assets pursuant to the Transaction Documents, and any other transaction contemplated therein,

(ii) A release and termination of each Lien (other than Permitted Liens) on any Asset,

(iii) A certificate, dated not earlier than the tenth (10th) day prior to the Closing Date, of the Secretary of State of the state under the laws of which Seller is organized and each state in which Seller is required to be qualified to do business stating that Seller is in good standing or has comparable active status in such state,

(iv) A certificate certifying that each of the conditions set forth in Sections 5.7(b), 6.1(a) and 6.1(b) has been and is satisfied as of the time of the Closing,

(v) Such other documents or instruments as Buyer reasonably requests and are reasonably necessary to effect the transactions contemplated by this Agreement;

(g) All actions to be taken by Seller in connection with the consummation of the Closing Transactions and the other transactions contemplated by this Agreement and the Related Agreements, including execution of a long term ground sublease as set forth in Section 5.7(d), and all certificates, opinions, instruments and other documents required to be delivered to Buyer to effect the transactions contemplated by this Agreement will be reasonably satisfactory in form and substance to Buyer. All certificates and opinions shall provide that each of the investors and financial institutions providing financing to Buyer in connection with the

acquisition of the Assets and the other transactions contemplated by this Agreement, will be able to rely on such certificates and opinions.

(h) Phase I Environmental Studies shall be satisfactory to Buyer and the investors and financial institutions providing financing to Buyer in connection with the acquisition of the Assets and the other transactions contemplated by this Agreement in their respective discretion.

(i) The regular broadcast transmission of the Station in the normal and usual manner in which it heretofore has been operating shall not have been interrupted or interfered with for any continuous period of more than five hours or ten hours in the aggregate since the date of this Agreement, except for unanticipated catastrophic power failure. Seller shall have replaced the current transmission line with a transmission line of similar or superior quality and installed it from the master control room of the Derry, New Hampshire building to the transmission tower on the Derry, New Hampshire land, so that it is operational. The Station shall be on the air at the time of Closing, and Seller shall take all reasonable steps to ensure the satisfaction of this condition.

(j) Buyer and Seller shall have consummated Closing under the Related Agreements.

(k) Buyer has not sent written notice under Section 7.1(c)(iv).

(l) Seller shall have delivered or caused to be delivered to Buyer such releases, quitclaims, and other instruments from Seller, the Related Parties, and third parties as may be necessary or appropriate to vest in Buyer good and marketable title to the assets being sold to Buyer by the various parties pursuant to this Agreement and the Related Agreements, except that in the case of the real property being subleased to Buyer by Nash Family Investment Properties Buyer shall receive a good and valid sublease interest.

(m) Seller shall have delivered or caused to be delivered to Buyer an Estoppel, Non-Disturbance and Attornment Agreement, satisfactory to Buyer, from Lucille Nash with respect to the property that is the subject of the Sublease of even date herewith between Nash Family Investment Properties and Buyer (the "Sublease"), including (i) a non-interference covenant substantially identical (with appropriate changes for identification of parties and defined terms) to that contained in Section 22 of the Sublease with respect to a 500-foot radius from the Tower, and (ii) a covenant to provide written notice to Buyer of any proposed construction of any tower or elevated structure within an additional 1000-foot radius (*i.e.*, beyond the 500 feet) of the Tower at least 90 days prior to the first filing of any application or request for permission or authority with any Governmental Entity with respect to such construction, or if no such filing is necessary, then 90 days prior to the commencement of such construction.

(n) Seller shall have delivered or caused to be delivered to Buyer an agreement, satisfactory to Buyer, from Mark Nash to provide written notice to Buyer of any proposed construction of any tower or elevated structure within a 1500-foot radius of the Tower at least 90 days prior to the first filing of any application or request for permission or authority

with any Governmental Entity with respect to such construction, or if no such filing is necessary, then 90 days prior to the commencement of such construction.

6.2 Seller's Closing Conditions. The obligations of Seller to consummate the Closing Transactions are subject to the satisfaction (or waiver by Seller in writing) of the following conditions as of the Closing Date:

(a) The representations and warranties set forth in Article IV (which will be interpreted for purposes of this Section 6.2(a) without giving effect to any qualification based on materiality) will be true and correct in all material respects at and as of the time of the Closing as though then made;

(b) Buyer will have performed and complied in all material respects with all of the covenants and agreements required to be performed by Buyer under the Transaction Documents at or prior to the Closing;

(c) The FCC Consent will be effective;

(d) No action or proceeding before any Governmental Entity will be pending or threatened against Buyer wherein an unfavorable judgment, decree, injunction or order could prevent the consummation of the Closing Transactions, result in the Closing Transactions being declared unlawful or rescinded;

(e) Buyer and a financial institution, which is reasonably acceptable to Seller and Buyer, will have executed and delivered to Seller the Post-Closing Escrow Agreement.

(f) On or prior to the Closing Date, Buyer will have delivered to Seller all of the following:

(i) A certificate of Buyer dated as of the Closing Date certifying that each of the conditions set forth in Sections 6.2(a) and 6.2(b) has been and is satisfied as of the time of the Closing,

(ii) Such other documents or instruments as Seller reasonably requests and are reasonably necessary to effect the transactions contemplated by this Agreement; and

(g) All actions to be taken by Buyer in connection with the consummation of the Closing Transactions and the other transactions contemplated by this Agreement and all certificates, opinions, instruments and other documents required to be delivered to Seller to effect the transactions contemplated by this Agreement will be reasonably satisfactory in form and substance to Seller.

ARTICLE VII

TERMINATION

7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) at any time, by mutual written agreement of Seller and Buyer,
- (b) by either Buyer or Seller on or after the Termination Date,
- (c) before the Termination Date,
 - (i) by Seller, by written notice to Buyer, on any date determined for the Closing in accordance with Section 2.4(a) if each condition set forth in Section 6.1 or 6.2 has been satisfied (or will be satisfied by the delivery of documents by the Parties at the Closing) or waived in writing on such date and Buyer has not provided (or does not provide within five days of receipt of Seller's notice) written notice to Seller pursuant to Section 7.1(c)(iv) and Buyer has nonetheless refused, or is otherwise incapable of consummating the Closing Transactions; or
 - (ii) by Buyer, by written notice to Seller, on any date determined for the Closing in accordance with Section 2.4(a) if each condition set forth in Section 6.1 or 6.2 has been satisfied (or will be satisfied by the delivery of documents by the Parties prior to or at the Closing) or waived in writing on such date and Seller has nonetheless refused to consummate the Closing Transactions; or
 - (iii) by Buyer, by written notice to Seller, at any time if, (w) Seller is in material breach of the Agreement, which is not cured within 15 days after Buyer has notified Seller of its intent to terminate this Agreement pursuant to this Section 7.1(c)(iii), (x) Seller has not timely performed its obligations under Section 5.12, (y) the content of the Schedules are not satisfactory to Buyer in Buyer's sole discretion, or (z) Buyer has the right to terminate any of the Related Agreements; or
 - (iv) by Buyer, by written notice to Seller, at any time within forty-five (45) days after the Schedules are provided to Buyer from Seller (as set forth in Section 5.12), if Buyer, in its sole discretion, is not satisfied with its due diligence of Seller's business or Assets, or the subjects of the Related Agreements, including, but not limited to, any environmental matters, financial review, the condition of any Real or Tangible Property or Improvement, or non-compliance with any FCC or FAA Authorization or regulation.

The "**Termination Date**" will be the earlier of (i) the date upon which the denial of any FCC Consent becomes a Final Order or (ii) the one (1) year anniversary of the execution of this Agreement.

7.2 Effect of Termination. If this Agreement is terminated as provided in Section 7.1, then this Agreement will forthwith become void and there will be no liability on the part of any Party to any other Party or any other Person in respect thereof except (i) Buyer shall be liable, if and to the extent, provided in the Pre-Closing Escrow Agreement and (ii) Seller shall be liable in the amount of \$3,100,000 if Seller is in material breach of the Agreement as set forth in Section 7.1(c); provided that:

(a) the obligations of the Parties described in Sections 8.1, 8.4, Articles IX and X will survive any such termination;

(b) no such termination will relieve any Party from liability for any misrepresentation or breach of any representation, warranty, covenant or agreement set forth in this Agreement prior to such termination;

7.3 Exclusive Remedy upon Termination. With respect to any termination of this Agreement pursuant to this Article VII, each of Buyer and Seller acknowledges and agrees that, except for claims of fraud or any claim that as a matter of law cannot be waived, Seller's sole and exclusive remedy and liquidated damages with respect to such termination shall be payment of the Pre-Closing Escrow Amount (to the extent such amount is payable under the Pre-Closing Escrow Agreement).

ARTICLE VIII

POST-CLOSING COVENANTS

8.1 Buyer's Retention of Records: Continuing Assistance. Subject to their respective obligations under Section 8.4, until the seventh (7th) anniversary of the Closing Date, Buyer shall provide Seller, and Seller's counsel, accountants and other representatives, and Seller shall provide Buyer and Buyer's counsel; accountants and other representatives, with reasonable access during normal business hours to the books, records, property, personnel, contracts, commitments and documents relating to the Station in its possession pertaining to transactions occurring prior to the Closing Date when requested; provided that such access does not unreasonably interfere with the business or operations of the Station or the Person providing such access. At the request and expense of the requesting Person, the requested Person will deliver copies of any such books and records to the requesting Person. Without limiting the foregoing, Seller (at Buyer's expense) will give Buyer and Buyer's counsel, accountants and other representatives such access to such books and records as may reasonably be required in order to permit Buyer to perform any audit or other review which it may deem appropriate in connection with any offering of securities by Buyer or any affiliate thereof, and Seller (to the extent such consent is necessary) will permit Buyer's use of information contained in such books and records for any purpose. Until the seventh (7th) anniversary of the Closing Date, Buyer will not destroy or otherwise dispose of any such books and records unless Buyer gives Seller not less than twenty (20) Business Days' prior written notice of such intended destruction or disposal specifying in reasonable detail the books and records proposed to be destroyed or disposed of, and Seller will not destroy or otherwise dispose of any such books and records unless Seller gives Buyer not less than twenty (20) Business Days' prior written notice of such intended destruction or disposal specifying in reasonable detail the books and records proposed to be destroyed or disposed of; provided that, prior to such destruction or disposal, the Party to whom such notice is given may request that the books and records proposed to be destroyed or disposed of instead be delivered to such Party, at such Party's expense, in any manner which such Party may reasonably indicate by notice within such twenty (20) Business Day period to the Party proposing to make such destruction or disposal, in which case the Party proposing to make such destruction or disposal will instead so deliver such books and records.

8.2 Press Releases and Announcements. Except for any public disclosure which either Party in good faith believes is required by any Legal Requirement (in which case, if practicable, the disclosing Party will give the other Parties an opportunity to review and comment upon such disclosure before it is made), no press releases related to this Agreement or any Closing Transaction will be issued or made without the approval of both Seller and Buyer.

8.3 Further Transfers. Each Party will execute and deliver such further instruments of conveyance and transfer and take such additional actions as any other Party may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of the Assets, the assumption by Buyer of the Assumed Liabilities and the other transactions contemplated hereby.

8.4 Non-Solicitation and Confidentiality.

(a) Non-Solicitation. In consideration of the transactions contemplated hereby and the payment of the Cash Asset Purchase Price and the assumption of the Assumed Liabilities, during the period beginning on the date of this Agreement and ending on the first anniversary of the Closing Date (the “**Non-Solicitation Period**”), neither Seller nor any affiliate of Seller will directly or indirectly induce or attempt to induce any customer or other business relation of the Station into any business relationship which might materially harm Buyer or the Station. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 8.4(a) 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, duration, or area 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.

(b) Confidentiality by Seller. Seller, its affiliates and representatives, will treat and hold as confidential all information concerning the business and affairs of the Station which is of a type that in accordance with Seller's past practices has been treated as confidential or proprietary (“**Confidential Information**”), refrain from using any Confidential Information except in connection with this Agreement, and unless required by law to retain such information, deliver promptly to Buyer or destroy, at the request, option and expense of Buyer, all tangible embodiments (and all copies) of Confidential Information which are in its or his possession or under its or his control. If Seller or any of its affiliates or representatives is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, then Seller or such Affiliate will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 8.4(b). If, in the absence of a protective order or the receipt of a waiver hereunder, Seller or any of its affiliates or representatives, on the advice of counsel, is compelled to disclose any Confidential Information in connection with any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process, then Seller or any affiliate or representative may disclose such Confidential Information in connection therewith; provided that Seller or such affiliate or representative will use its best efforts to obtain, at the request and expense of Buyer, an order or other assurance that confidential treatment will be accorded to such portion of such Confidential Information as Buyer may designate.

Notwithstanding anything to the contrary in this Section 8.4(b), nothing in this Agreement shall preclude Seller or any of its affiliates or representatives from using historical financial and operating data regarding the Station solely for purposes that are not competitive with or detrimental to the Station including for the purpose of obtaining financing to acquire stations in other markets.

(c) Confidentiality by Buyer. Prior to the Closing, Buyer will treat and hold as confidential all information concerning the business and affairs of the Station which to Buyer's knowledge is Confidential Information, refrain from using any such Confidential Information except as contemplated by Section 5.3 or otherwise in connection with this Agreement, and, after any termination of this Agreement pursuant to Section 7.1, deliver promptly to Seller or destroy, at the request, option and expense of Seller, all tangible embodiments (and all copies) of any such Confidential Information which are in Buyer's possession or under Buyer's control. If Buyer is requested or required prior to the Closing (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any such Confidential Information, Buyer will notify Seller promptly of the request or requirement so that Seller may seek an appropriate protective order or waive compliance with the provisions of this Section 8.4(c). If, in the absence of a protective order or the receipt of a waiver hereunder, Buyer is, on the advice of counsel, compelled to disclose any such Confidential Information in connection with any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process, then Buyer may disclose such Confidential Information in connection therewith; provided that Buyer will use its best efforts to obtain, at the request and expense of Seller, an order or other assurance that confidential treatment will be accorded to such portion of such Confidential Information as Seller may designate.

(d) Remedy for Seller's Breach. Seller acknowledges and agrees that in the event of a breach by it or any of its affiliates or representatives of any of the provisions of this Section 8.4, monetary damages may be inadequate and Buyer may have no adequate remedy at law. Accordingly, in the event of any such breach, Buyer and/or its permitted successors or assigns may, in addition to any other rights and remedies existing in their favor, enforce their rights and Seller's or such affiliates or representatives' obligations hereunder by an action or actions for specific performance, injunctive and/or other relief, without any requirement of posting a bond or proving actual damages or posting any bond or other security.

(e) Remedy for Buyer's Breach. Buyer acknowledges and agrees that in the event of a breach by Buyer of any of the provisions of this Section 8.4, monetary damages may be inadequate and Seller may have no adequate remedy at law. Accordingly, in the event of any such breach, Seller and/or its successors or assigns may, in addition to any other rights and remedies existing in their favor, enforce their rights and Buyer's obligations hereunder by an action or actions for specific performance, injunctive and/or other relief, without any requirement of posting a bond or proving actual damages or posting any bond or other security.

8.5 Employees. Buyer shall offer employment to those employees of the Station who are listed on Schedule 3.14(a) who are either actively at work at the Station, or on vacation from the Station, on the Closing Date; provided, however, that Buyer may in its absolute and sole discretion elect to exclude any six of such employees, except union employees. Buyer shall have no liability for vacation, sick days, disability leave, other employee benefits or liabilities under

any employee benefit plans (whether or not any of the foregoing are insured or uninsured) which accrued or commenced prior to the Closing Date.

ARTICLE IX

INDEMNIFICATION AND RELATED MATTERS

9.1 Survival: Absence of Other Representations. All representations, warranties, covenants and agreements set forth in this Agreement or in any writing or certificate delivered in connection with this Agreement will survive the Closing and the consummation of the Closing Transactions and will not be affected (except as provided in clause (B) of the proviso to Section 9.2(a)) by any examination, investigation, review, or due diligence made for or on behalf of, or any notice to, any Party, the knowledge of any Party or any of their respective officers, directors, stockholders, partners, employees, agents or other representatives, or the acceptance of any certificate or opinion; provided that all claims (other than for fraud) made in respect of any such representations, warranties, covenants or agreements will be subject to any applicable limitations set forth in this Article IX. No Party has made or will make in connection with this Agreement any representation or warranty, express or implied, other than as set forth in this Agreement, the schedules hereto, and the certificates delivered pursuant hereto.

9.2 Indemnification.

(a) By Seller. Subject to the limitations set forth in this Section 9.2(a), Seller will indemnify Buyer and hold Buyer harmless from and against any loss, liability, diminution in value, deficiency, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment relating to any matter described in clause (i), (ii), (iii), (iv), (v), (vi), or (vii) below, or in enforcing the indemnity provided by this Section 9.2) (any such net amount being a "**Loss**"), which Buyer may suffer, sustain or become subject to, as a result of:

(i) any breach by Seller or any Related Party of any representation or warranty set forth in this Agreement or the Related Agreements, respectively (including any representation or warranty deemed to be remade by Seller as of the Closing Date pursuant to the first paragraph of Article III) or any certificate delivered by Seller in connection with the execution of this Agreement or the Closing;

(ii) any failure of Seller or any Related Party to perform any covenant or agreement set forth in the Transaction Documents or the Related Agreements, or fulfill any other obligation with respect thereto;

(iii) any liability or obligation of Seller which is not an Assumed Liability (a "**Non-Assumed Liability**");

(iv) the failure or alleged failure to obtain any Consent;

(v) any Liability or obligation of Seller to Buyer pursuant to Section 2.3;

(vi) the operation of the Station by Seller or any Related Party or Seller's or any Related Party's ownership, operation or use of the Assets, and Related Assets, prior to, or on the Closing Date; or

(vii) any Liability by Seller or any Related Party relating to the violation of any Environmental and Safety Requirement or the investigation, removal, remediation, containment, cleanup or abatement of the presence, release or threatened release of any Hazardous Substance, whether on-site or off-site.

provided, that, subject to the final sentence of this Section 9.2(a), Seller's liability pursuant to this Section 9.2(a) will be subject to the following limitations:

(A) Seller will not be liable for all such Losses described in clause (i) above unless and until the aggregate amount of all such Losses exceeds \$100,000 (the "**Threshold Amount**"), in which event Seller will be liable for all such Losses (and not only for such Losses to the extent that they exceed the Threshold Amount),

(B) Seller will not be liable for any Loss described in clause (i) above unless Buyer gives Seller written notice asserting the misrepresentation, breach or other matter in question on or prior to the third anniversary of the Closing Date, provided that with respect to a breach of Section 3.8, the indemnity period shall survive for so long as any statute of limitations for the respective Tax remains open, plus ninety (90) days thereafter, and with respect to a breach of Sections 3.1, 3.2, 3.10(b)(i), 3.18 and 3.19 the indemnity period shall survive without limitation.

(C) Seller will not be liable for any Loss (other than a loss described in Section 3.18) described in clause (i) above to the extent that the aggregate amount of all Losses exceeds the Cash Asset Purchase Price, and

(b) By Buyer. Buyer will indemnify Seller and hold Seller harmless from and against any Loss which Seller may suffer, sustain or become subject to, as the result of

(i) any breach by Buyer of any representation, warranty, covenant or agreement of Buyer set forth in this Agreement (including any representation or warranty deemed to be remade by Buyer as of the Closing pursuant to the first paragraph of Article IV) or any certificate delivered by Buyer in connection with the Closing;

(ii) the operation of the Station by Buyer or Buyer's ownership, operation or use of the Assets after the Closing Date;

(iii) any Assumed Liability;

provided that Buyer's liability pursuant to this Section 9.2(b) will be subject to the following limitations:

(A) Buyer will not be liable for any Loss described in clause (i) above unless Seller gives Buyer written notice asserting the misrepresentation, breach or other matter in question on or prior to the third anniversary of the Closing Date,

(B) Buyer will not be liable for any Loss described in clause (i) or (ii) above unless and until the aggregate amount of all Losses exceeds the Threshold Amount, in which event Buyer will be liable for all such Losses (and not only for such Losses to the extent that they exceed the Threshold Amount).

The limitations described in clauses (A) and (B) above shall not be construed to limit, in any way, Buyer's responsibility for Losses that are, or relate to or arise out of, Assumed Liabilities.

(c) Determination of Loss and Amount. For purposes of determining whether a breach of representations, warranties, covenants or agreements has occurred, or the amount of any such Loss, the representations, warranties, covenants and agreements of the Parties set forth in this Agreement and the other Transaction Documents will be considered without regard to any materiality qualification set forth therein.

(d) Exclusive Remedy. Each of Buyer and Seller acknowledges and agrees that, except for claims of fraud or any claim that as a matter of law cannot be waived, its sole and exclusive remedy subsequent to the Closing with respect to any and all claims for Losses covered by the indemnification provisions in Section 9.2(a) and 9.2(b), as the case may be, shall be pursuant to the indemnification provisions set forth in this Section 9.2. Such exclusive remedy however, shall in no way limit Buyer's rights under Section 10.10 hereto.

(e) Affiliates. For purposes of Seller's obligations to indemnify Buyer under Section 9.2(a), "Buyer" shall include Buyer and its affiliates and each of their respective officers, directors, employees, shareholders, partners, managers, members, agents and representatives, and the successors and assigns of each.

9.3 Indemnification Procedures.

(a) Notice of Claim. Any Party making a claim for indemnification under Section 9.2 (the “**Indemnified Party**”) will notify the Party from whom indemnification is claimed (the “**Indemnifying Party**”) of the claim in writing promptly after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it (if by a third party) or discovering the liability, obligation or facts giving rise to such claim for indemnification. Such notice will describe the claim, the amount thereof (to the extent then known and quantifiable), and the basis therefor, in each case to the extent known to the Indemnified Party. The failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its obligations under Section 9.2, except to the extent that such failure actually prejudices the Indemnifying Party.

(b) Assumption of Defense. With respect to any third party claim which gives rise or is alleged to give rise to a claim for indemnity under Section 9.2 and which involves only the payment of money damages to such third party and which does not concern any FCC Authorization, the Indemnifying Party, at its option (subject to the limitations set forth below), will be entitled to assume responsibility for and control the defense of such claim and to appoint a competent and reputable counsel reasonably acceptable to the Indemnified Party to act as lead counsel of such defense. Prior to the Indemnifying Party assuming control of such defense, the Indemnifying Party must first furnish the Indemnified Party with evidence which, in the Indemnified Party's reasonable judgment, establishes that the Indemnifying Party has agreed and will be able to satisfy any such liability.

(c) Limits of Assumption of Defense. An Indemnifying Party's rights under Section 9.3(b) will be subject to the following additional limitations:

(i) with respect to any claim the defense of which the Indemnifying Party has assumed, the Indemnified Party will be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, and the fees and expenses of such separate counsel will be borne by the Indemnified Party (except that the reasonable fees and expenses of such separate counsel incurred prior to the date the Indemnifying Party effectively assumes control of such defense will be borne by the Indemnifying Party);

(ii) the Indemnifying Party will not be entitled to assume control of such defense if (A) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (B) the Indemnified Party concludes based on the reasonable opinion of the Indemnified Party's counsel that, in light of any actual conflict of interest, it would be inappropriate for legal counsel selected by the Indemnifying Party to represent the Indemnified Party, or (C) upon petition by the Indemnified Party, an appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim; and

(iii) if the Indemnifying Party assumes control of the defense of any such claim, then the Indemnifying Party will obtain the prior written consent of the Indemnified Party before entering into any settlement of such claim, if such

settlement does not expressly and unconditionally release the Indemnified Party from all liabilities and obligations with respect to such claim, without prejudice.

If the Indemnifying Party has been provided notice of a claim in accordance with Section 9.3(a) but does not, within 10 business days after the receipt of such notice, give notice to the Indemnified Party of its election to assume the defense thereof (and in connection therewith, acknowledge in writing its indemnification obligations hereunder), the Indemnifying Party shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Indemnified Party. As used in this Article IX, the term "settlement" refers to any settlement, compromise, consent or similar decree, or election to permit default judgment to be entered, in respect of any claim.

ARTICLE X

MISCELLANEOUS

10.1 Amendment and Waiver. This Agreement may be amended and any provision of this Agreement may be waived; provided that any such amendment or waiver (a) will be binding upon Seller only if such amendment or waiver is set forth in a writing executed by Seller, and (b) will be binding upon Buyer only if such amendment or waiver is set forth in a writing executed by Buyer. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

10.2 Notices. All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to the Parties will, unless another address is specified in writing, be sent to the address indicated below:

to Buyer:

ShootingStar Broadcasting of New England, LLC
3606 Camino De La Cumbre
Sherman Oaks, CA 91423
Phone: 818-788-8228
Fax: 818-788-8009
Attention: Diane Sutter, President & CEO

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

Reed Smith LLP
435 Sixth Avenue
Pittsburgh, PA 15219-1886

Attention: David L. DeNinno, Esq.

to Seller

CTV of Derry, Inc.
40 Temple Street
Nashua, NH 03060
Phone: (603) 882-2702
Fax: (603) 881-9399
Attention: Mr. Gerald Q. Nash, President & CEO

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

Gottesman & Hollis Professional Association
39 East Pearl Street
Nashua, NH 03060
Attention: Morgan A. Hollis, Esq.

10.3 Binding Agreement: Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Seller or Buyer without the prior written consent of the other party. Any such assignment made by Seller or Buyer without the other party's prior written consent shall be null and void. Prior to the Closing, Buyer may assign its rights under this Agreement, in whole or in part, to one or more other Persons who, together with Buyer, will purchase all or part of the Assets, so long as any such Person or Buyer assumes at the Closing all related Assumed Liabilities, and Buyer may direct that some or all of the Assets be transferred to a Person other than Buyer, so long as such assignment could not reasonably be expected to materially delay the Closing. Notwithstanding the foregoing, Buyer may, without obtaining the prior written consent of the other parties, assign its rights hereunder (i) as collateral in connection with any financing of Buyer or any of its affiliates, (ii) to any of its affiliates or (iii) in connection with any sale of all or substantially all of the assets or stock of Buyer, including by way of merger. With respect to any rights assigned to any permitted assignee of Buyer (and any matter related thereto under this Agreement), such assignee will be deemed to be "Buyer" for purposes of this Agreement.

10.4 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

10.5 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

10.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

10.7 Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

10.9 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law provision (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire. In furtherance of the foregoing, the internal law of the State of New Hampshire will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

10.10 Specific Performance. Seller acknowledges that the Station and its business and operations are unique, and recognizes and affirms that in the event of a breach of this Agreement by Seller, monetary damages may be inadequate and Buyer may have no adequate remedy at law. Accordingly, in the event of any such breach, Buyer and/or its successors or assigns may, in addition to any other rights and remedies existing in their favor, enforce its rights and Seller's obligations hereunder by an action or actions for specific performance, injunctive and/or other relief, without any requirement of proving actual damages or posting any bond or other security.

10.11 Expenses. Except as otherwise expressly provided herein, Seller and Buyer each will pay all of its own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, accountants, brokers or other representatives and consultants and , appraisal fees, costs and expenses). Seller will prepare and file, on or before the due dates thereof, any required forms with respect to any transfer, stamp, conveyance, recording or other similar Taxes, fees (including recording fees), duties or governmental charges, sales taxes (collectively, "**Transfer Taxes**") imposed by any Taxing jurisdiction by reason of the transactions contemplated by this Agreement. Buyer agrees to cooperate with Seller in connection with the preparation and filing of any forms relating to Transfer Taxes. Seller will be solely responsible for all Transfer Taxes imposed on Buyer, Seller, or any Asset by reason of any transaction contemplated by this Agreement. If valuations of any property or leases are required to determine the amount of any Transfer Taxes, Seller and Buyer will reasonably determine such valuations, and the Parties agree that they will not take (or cause to be taken) any position inconsistent with such valuations in connection with any Tax Return or otherwise.

10.12 Parties in Interest. Except as provided in Section 6.1(g) with respect to reliance by the investors and financial institutions providing financing to Buyer, nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors and permitted assigns any rights or remedies under or by virtue of this Agreement.

10.13 Generally Accepted Accounting Principles. Where any accounting determination or calculation is required to be made under this Agreement, such determination or calculation (unless otherwise provided) will be made in accordance with GAAP and, to the extent consistent therewith, the accounting policies employed by Seller in the preparation of the Latest Balance Sheet.

10.14 Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

10.15 Other Definitional Provisions. The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Exhibit and Schedule references contained in this Agreement are references to Sections, clauses, Exhibits and Schedules in or attached to this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. Each reference in this Agreement to any Legal Requirement will be deemed to include such Legal Requirement as it hereafter may be amended, supplemented or modified from time to time and any successor thereto, unless such treatment would be contrary to the express terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the date first written above.

SHOOTINGSTAR BROADCASTING OF NEW
ENGLAND, LLC

By: _____
Diane Sutter
President

CTV OF DERRY, INC.

By: _____
Name:
Its:

DEFINED TERMS

As used in the Purchase Agreement to which this Exhibit A is attached, the following terms will have the following respective meanings:

“**A/P Adjustment Amount**” has the meaning set forth in Section 2.3(b).

“**A/R Adjustment Amount**” has the meaning set forth in Section 2.3(a).

“**Accounts Receivable**” has the meaning set forth in Section 1.1(k).

“**Additional Transmitting, Generating, and Supporting Equipment**” has the meaning set forth in Section 1.1(d).

“**Adjustment Amount**” has the meaning set forth in Section 2.3(b).

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Aged Receivables**” means as of the Closing Date, all accounts receivable, if any, owned by any Person from whom any amount owing to Seller or Station is more than 120 days past due, except for those receivables which Seller knows is not collectible.

“**Antennae**” has the meaning set forth in Section 1.1(d).

“**Assets**” has the meaning set forth in Section 1.1.

“**Assumed Contract**” has the meaning set forth in Section 1.1(e).

“**Assumed Liabilities**” means only those Liabilities and obligations arising under the Assumed Contracts that relate to the operation of the Station or ownership of the Assets from and after the Closing Date, and does not include any other Liabilities or obligations, including without limitation, (i) Liabilities arising out of or relating to operation of the Station or ownership of the Assets prior to the Closing Date, (ii) Liabilities arising out of any breach by Seller of any Assumed Contract, (iii) Liabilities arising out of or relating to any Non-Assumed Contract, (iv) Liabilities arising out of or relating to any facts, circumstances or actions that constitute a misrepresentation or breach of any warranty or covenant made in this Agreement, (v) Seller's obligations under this Agreement, (vi) any Indebtedness of Seller, (vii) any income taxes incurred by Seller prior to Closing or relating to the operation of the Station prior to the Closing Date or arising from the sale of the Assets, and (viii) Liabilities arising out of or relating to any Plan (unless Buyer expressly assumes such Plan), or (ix) Liabilities arising out of or relating to any Excluded Asset. For the avoidance of doubt, no obligation or Liability arising under or related to any Asset not described in Section 1.1(e) shall be an Assumed Liability.

“**Available Runs**” has the meaning set forth in Section 3.9(c).

“**Barter Program Contract**” has the meaning set forth in Section 5.2(n).

“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

“Buyer-Allocated Liabilities” has the meaning as set forth in Section 2.2(b).

“Buyer” has the meaning set forth in the recitals.

“Cash Asset Purchase Price” has the meaning set forth in Section 2.1.

“Cash Time Sale Contracts” means all orders, agreements and other Contracts for the sale of advertising or commercial time (excluding Trades) on the Station.

“Closing” has the meaning set forth in Section 2.4(a).

“Closing Date” has the meaning set forth in Section 2.4(a).

“Closing Transactions” has the meaning set forth in Section 2.4(b).

“Closing Balance Sheet” has the meaning set forth in Section 2.3(c)(ii).

“Communications Act” means the Communications Act of 1934, as amended from time to time.

“Confidential Information” has the meaning set forth in Section 8.4(b).

“Consent” means any consent, order, approval, authorization or other action of, or any filing with or notice to or other action with respect to, any Governmental Entity or any other Person which is required for any of the execution, delivery or performance of this Agreement or any other Transaction Document, the consummation of any Closing Transaction or other transaction contemplated hereby or thereby, or the conduct of the business or operation of the Station by Buyer or the holding or utilization of any Asset thereafter, whether such requirement arises pursuant to any Legal Requirement or Contract, including any of the foregoing which is required in order to prevent a breach of or a default under or a termination or modification of any Contract.

“Contract” means any oral or written agreement, instrument, document, lease, employee benefit or welfare plan or other business or commercial arrangement (in each case, including any extension, renewal, amendment or other modification thereof) to which Seller is a party or by which it is bound or to which it or any Asset is subject or which pertains to the business or properties of Seller or the Station.

“Contracts” has the meaning set forth in Section 1.1(d).

“ERISA” has the meaning set forth in Section 3.15.

“Environmental and Safety Requirements” means all Legal Requirements, and all obligations under any Contract, concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, labeling,

testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous or otherwise regulated materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or electromagnetic radiation.

“Environmental Lien” means any Lien, either recorded or unrecorded, in favor of any Governmental Entity and relating to any liability arising under Environmental and Safety Requirements.

“Estimated Adjusted Amount” has the meaning set forth in Section 2.3(c)(i).

“Excluded Assets” has the meaning set forth in Section 1.2.

“Excluded Intangibles” means all of Seller's rights to, in and under the names “CTV of Derry, Inc.”

“Excluded Real Property” has the meaning set forth in Section 1.2.

“Expiration Date” has the meaning set forth in Section 3.7(a).

“FAA” means the Federal Aviation Administration or any successor thereto.

“FCC” means the Federal Communications Commission or any successor thereto.

“FCC Approval Date” means the day upon which each FCC Consent is issued.

“FCC Authorizations” has the meaning set forth in Section 1.1(a).

“FCC Consents” means all Consents of the FCC.

“FCC Grant Date” means any FCC notice which initiates the FCC public notice period, prior to the FCC Approval Date.

“FCC Regulations” means all published regulations and policies promulgated by the FCC, under the Communications Act or otherwise, as in effect from time to time.

“Final Net Adjustments” has the meaning set forth in Section 2.3(c)(ii).

“Final Order” means any FCC Consent (a) which has not been reversed, stayed, set aside, enjoined, annulled or suspended (whether under Section 402 or 405 of the Communications Act or otherwise) and (b) as to which (i) no request has been filed for administrative or judicial review, reconsideration, appeal, certiorari or stay and the time for filing any such request and for the FCC to review such FCC Consent on its own motion has expired, or (2) if such a review, reconsideration or appeal has occurred, such review, reconsideration or appeal has been denied or dismissed and the time for further review, reconsideration or appeal has expired.

“Final Receivables Aging Report” has the meaning set forth in Section 5.11.

“Final Trade-Out Balance Sheet” has the meaning set forth in Section 5.10.

“Financial Statements” has the meaning set forth in Section 3.4.

“GAAP” has the meaning set forth in Section 3.4(b).

“Guarantor” has the meaning set forth in the recitals.

“Governmental Entity” means any government, agency, governmental department, commission, board, bureau, court, arbitration panel or instrumentality of the United States of America or any state or other political subdivision thereof (whether now or hereafter constituted or existing) and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Hazardous Substances” means any substance that: (i) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum derived substances or wastes, radon gas or related materials (ii) requires investigation, removal or remediation under any Environmental Law, or is defined, listed or identified as a “hazardous waste” or “hazardous substance” thereunder, or (iii) is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any Governmental Authority or Environmental Law.

“HTCA” has the meaning set forth in Section 3.12.

“Improvements” has the meaning set forth in Section 3.6(e).

“Indebtedness” means without duplication, (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business which are not more than six months past due), (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (v) any indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any obligations under capitalized leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations a Person assures a creditor against loss, (vii) any indebtedness secured by a Lien on a Person's assets, and (viii) any unsatisfied obligation for “withdrawal liability” to a “multi-employer plan” as such terms are defined under ERISA.

“Indemnified Party” has the meaning set forth in Section 9.3(a).

“Indemnifying Parties” has the meaning set forth in Section 9.3(a).

“Insider” means any stockholder, officer or director (or similar official) of Seller, any affiliate or natural or adoptive member of the immediate family of any of the foregoing Persons, or any Person in which any of the foregoing Persons directly or indirectly owns any material beneficial interest. The “immediate family” of any individual means such individual's (and such individual's present or former spouse's) grandparents, parents, spouse, siblings, children and grandchildren.

“Investigating Party” has the meaning set forth in Section 5.3.

“Latent Defect” means any condition impairing the function or structural integrity of any item which is not readily apparent by ordinary visual inspection of such item.

“Latest Balance Sheet” has the meaning set forth in Section 3.4(b).

“Leased Property” has the meaning set forth in Section 3.6(a).

“Legal Requirement” means any of the Communications Act, the FCC Regulations, and all other federal, state and local laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any Governmental Entity, including common law.

“Licenses” has the meaning set forth in Section 1.1(b).

“Lien” means any mortgage, pledge, hypothecation, lien (statutory or otherwise), preference, priority, security agreement or other encumbrance of any kind or nature whatsoever (including any conditional sale of other title retention agreement and any lease having substantially the same effect as,, any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“Loss” has the meaning set forth in Section 9.2(a).

“Market Cable Systems” has the meaning set forth in Section 3.7(b).

“Material Adverse Effect” means a material adverse effect on the Assets or the business, operations, financial condition, prospects or results of operations of the Station, taken as a whole, or on the ability of Seller to perform its material obligations under this Agreement or any other Transaction Document.

“Material Breach” means (i) a breach of any provision of this Agreement that prevents the satisfaction of any Closing condition that has not been waived (or causes such a condition not to be satisfied) or (ii) the refusal by any Party to consummate the transactions contemplated hereby when all conditions to the Closing have been satisfied or waived or will be satisfied by deliveries to be made at such event.

“Material Defects” has the meaning set forth in Section 3.6(e).

“Non-Assumed Contracts” means all Contracts not described in Section 1.1(e).

“Non-Assumed Liability” has the meaning set forth in Section 9.2(a)(iii).

“Non-Solicitation Period” has the meaning set forth in Section 8.4(a).

“Ordinary Course” means with respect to any Person, in the ordinary course of that Person's business consistent with past practice, including as to the quantity; quality and frequency.

“Owned Property” has the meaning set forth in Section 3.6(a).

“Parties” has the meaning set forth in the recitals.

“Payables” means as of the Closing Date all accounts payable of Seller or the Station.

“Permitted Liens” means:

(1) Liens on Assets arising by operation of law and securing the payment of Taxes which are not yet due and payable or which are being contested in good faith by appropriate proceedings (and, as to which contested Liens, Seller has disclosed or will by the Closing have disclosed the same to Buyer in writing and at the time of the Closing has in effect arrangements which are reasonably satisfactory to Buyer for the payment of any underlying liability or obligation without recourse to Buyer or any Assets);

(2) easements, rights-of-way, reservations of rights, conditions or covenants, zoning, building or similar restrictions or other restrictions or encumbrances that do not, individually or in the aggregate materially interfere with the use of the affected property in the operation of the Station as conducted or as proposed to be conducted by Seller;

(3) restrictions on transfer imposed under state or federal securities laws or pursuant to the Communications Act or the FCC Regulations;

(4) the lessors' and sublessors' rights under the leases of personal property by Seller as lessee which are part of the Assets;

(5) mechanics', carriers', workers', repairers', and similar non-consensual Liens arising by operation of law and relating to obligations which are incurred in the ordinary course of business and which secure only Assumed Liabilities which are not yet due and payable on the Closing Date; and

(6) Liens arising out of any failure to comply with the provisions of any bulk transfer law which may be applicable to the purchase and sale of the Assets pursuant to this Agreement.

“Person” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any Governmental Entity.

“Plans” has the meaning as set forth in Section 3.15.

“Post-Closing Escrow Agent” has the meaning set forth in the recitals.

“Post-Closing Escrow Agreement” has the meaning set forth in the recitals.

“Post-Closing Escrow Amount” has the meaning set forth in the recitals.

“Pre-Closing Escrow Agent” has the meaning set forth in the recitals.

“Pre-Closing Escrow Agreement” has the meaning set forth in the recitals.

“Pre-Closing Escrow Amount” has the meaning set forth in the recitals.

“Program Contracts.” means all program licenses and other Contracts under which Seller is authorized to broadcast film or other products or programs on the Station and which are described on Schedule 3.9(a) to this Agreement, together with all such program licenses and other Contracts entered into in accordance with this Agreement between the date of this Agreement and the Closing Date to the extent existing as of the Closing Date.

“Proprietary Rights” means all of the following items owned by, issued to or licensed to, Seller, along with all income, royalties, damages and payments due or payable at the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world: patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; trademarks, service marks, trade dress, logos, trade names and corporate names together with all goodwill associated therewith; copyrights (registered or unregistered) and copyrightable works; mask works; and all registrations, applications and renewals for any of the foregoing; trade secrets and confidential information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); computer software, computer software licenses, and software systems (including data, databases and related documentation), firmware, computers, equipment; other proprietary rights; licenses or other agreements to or from third parties regarding the foregoing; all of the aforementioned as used, or is necessary for use in the conduct of the Seller’s business and current operation of the Station, and as presently proposed to be conducted by the Buyer, and all copies and tangible embodiments of the foregoing (in whatever form or medium), in each case including the items set forth on Schedule 3.10.

“Real Property” means all real property used or useful in Seller’s business, including the real property on which sits the Tower, Transmitter Building, and the Additional Transmitting, Generating, and Supporting Equipment.

“Receivables Aging Report” has the meaning set forth in Section 3.20.

“Related Agreements” means the agreement between Gerald Q. Nash and the Buyer, the agreement by and among Nash Family Investment Properties, Stellos Family Investment Properties, and Buyer, and the sublease between Nash Family Investment Properties and Buyer, all of which are executed of even date herewith.

“Related Assets” means all assets being conveyed under the Related Agreements.

“Related Party” means any party to a Related Agreement.

“Schedules” has the meaning set forth in Section 1.1(e).

“Seller” has the meaning set forth in the recitals.

“Seller-Allocated Liabilities” has the meaning set forth in Section 2.2(b).

“Station” has the meaning set forth in the recitals.

“Tangible Property” has the meaning set forth in Section 1.1(c).

“Tax” (and, with correlative meaning, **“Taxes”**, **“Taxable”** and **“Taxing”**) means any (A) federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profits, environmental (including under Section 59A of the Tax Code), customs, duties, real property, real property gains, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; (B) liability of any corporation for the payment of any amounts of the type described in clause (A) arising as a result of being (or ceasing to be) a member of any “affiliated group” (as that term is defined in Section 1504(a) of the Tax Code) (or being included in any Tax Return relating thereto); and (C) liability for the payment of any amounts of the type described in clause (A) or (B) as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

“Tax Code” means the Internal Revenue Code of 1986, as amended (including, where applicable, the Internal Revenue Code of 1954, as amended).

“Tax Return” means any return, declaration, report, claim for refund, information return or other document (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of Taxes of any Person or the administration of any Legal Requirement relating to any Taxes.

“Termination Date” has the meaning set forth in Section 7.1.

“Threshold Amount” has the meaning set forth in Section 9.2(a).

“Tower” has the meaning set forth in Section 1.1(d).

“Tower Land Site” means the land on which sits the Station’s tower.

“Transmitter Site Land” has the meaning set forth in Section 1.1(d).

“Transmitter Site Land Sublease” has the meaning set forth in Section 5.7(d).

“Trades” mean all trade, barter or similar arrangements for the sale of advertising time other than for cash on the Station; provided that any so-called barter Program Contract will be deemed to constitute a “Program Contract,” and not a “Cash Time Sale Contract” or a “Trade,” for purposes of this Agreement.

“Trade-Out Balance Sheet” has the meaning set forth in Section 5.10.

“Trade-Out Payables” means all obligations of Seller to provide advertising time arising under any Trade, whenever made.

“Trade-Out Receivables” means all current assets of Seller which are goods or services receivable by Seller arising under any Trade, whenever made.

“Transaction Documents” means this Agreement, the Pre-Closing Escrow Agreement, and the Post-Closing Escrow Agreement.

“Transfer Taxes” has the meaning set forth in Section 10.11.

“Transferred Records” has the meaning set forth in Section 1.1(h).

“Transmitter” has the meaning set forth in Section 1.1(d).

“Transmitter Building” has the meaning set forth in Section 1.1(d).

“Union Contract” has the meaning set forth in Section 1.1(e).

Exhibit B

FORM OF PRE-CLOSING ESCROW AGREEMENT

FORM OF POST-CLOSING ESCROW AGREEMENT

See attached

FORM OF TRANSMITTER SITE LAND SUBLEASE

See attached