

AGREEMENT

This agreement made and entered into this 21st day of October, 2005, by and between James J. Smisloff (hereinafter referred to as "Seller"), on the one part; and Craig L. Fox, on the other part.

RECITALS

WHEREAS, Seller is the owner of 100% of Squirrel Broadcasting, LLC, a New York Limited Liability Company (hereinafter referred to as the "Company"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, 50% of the Company so that the parties hereto shall each hold a 50% interest in the Company; and

WHEREAS, the Company is the licensee of LPTV Station WAWW-LP (Facility ID# 27573), Rochester, NY (hereinafter "Station"); and

WHEREAS, the purchase and sale of a 50% interest in the Company contemplated hereby may not be consummated without prior written consent of the Federal Communications Commission (hereinafter sometimes referred to as "FCC" or the "Commission");

NOW THEREFORE, in consideration of the mutual and dependent warranties, representations, promises and covenants herein contained and for other good and valuable consideration, it is agreed by and among the parties as follows:

1. Shares to Be Conveyed. At closing, Seller shall sell, assign, transfer and set over to Buyer 50% of his shares in the Company, and Buyer, in reliance upon the warranties, representations, promises and covenants of Seller hereinafter set forth, shall purchase and acquire said 50% ownership of the Company.

2. Consideration. In consideration of the sale by Seller of a 50% interest in the Company, and in full and complete payment therefor, Buyer agrees to pay the sum of TEN DOLLARS (\$10.00) in cash or by certified or cashier's check at closing, and Buyer will become obligated for 50% of the Company's debt and/or other obligations.

3. Covenants of Seller. Seller covenants that at all times between the date of execution hereof and the Closing Date:

a. Seller shall cause the business of the Company and the operation of Station to be conducted in a businesslike and prudent manner;

b. Seller shall not cause or permit the Company to incur any obligations, liability or commitment, absolute or contingent, other than current liabilities incurred in the ordinary and usual course of business;

4. FCC Application and Approval. Within 15 days of the date of execution hereof, Seller and Buyer agree to join in filing with the Commission an appropriate application for transfer of control of the license for Station. Seller shall cause the Company to join in such filing and to otherwise cooperate fully respecting prosecution of such application. Seller and Buyer agree to extend one another mutual cooperation and to use their respective best efforts and due diligence to secure a grant of the subject application and of any FCC rule waivers incident thereto at the earliest possible date. The FCC fees, if any, applicable to the application shall be paid by both parties equally. Each party shall be responsible for its own expenses in the preparation and prosecution of said application.

5. Closing Date. The Closing Date shall be within fifteen (15) days after the Grant by the Federal Communications Commission of the application for transfer of control of the license becomes Final or on such other date as may be mutually agreed upon by the parties. The closing shall take place at the Offices of James L. Oyster, Esq. on the 15th day after grant or at such location and time as may be determined by mutual agreement of the parties. On the Closing Date and at the time and place of closing, the certificates, if any, evidencing the 50% shares of the Company owned and to be assigned by Seller shall be assigned to Buyer, and Seller and Buyer shall take such other acts and do such other things and execute such other instruments as are necessary to effectuate this Agreement.

6. Governing Law. All of the terms of this Agreement are to be interpreted in accordance with the laws of the State of New York.

7. Notice. Any notice required or permitted to be given by Seller to Buyer shall be deemed sufficient if mailed by certified mail, return receipt requested to:

Craig L. Fox
4853 Manor Hill Dr.
Syracuse, NY 13215

Any notice required or permitted to be given by Buyer to Seller shall be deemed sufficient if mailed by certified mail, return receipt requested to:

James J. Smisloff
16 Sanfilippo Circle
Rochester, NY 14625

8. Assignment. Neither party may assign his interest in this Agreement without the express written consent of the other.

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall comprise one and the same instrument.

10. Access to Station and Information. Prior to closing, Seller shall grant Buyer, and shall cause the Company to grant Buyer, full and free access to the premises, properties, assets, books and records of Company and of Station to enable Buyer to make such inspections and inquiries as it may desire. Further, and without limitation, Seller shall promptly furnish to Buyer, or shall cause the Company promptly to furnish to Buyer, such information as Buyer may reasonably request prior to closing respecting the operations and affairs of the Company and of Station.

11. Parties Benefited and Bound. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, legal representatives, successors and assigns.

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

**JAMES J. SMISLOFF,
SELLER**

James J. Smisloff

**CRAIG L. FOX,
BUYER**

JAMES J. SMISLOFF,
SELLER

CRAIG L. FOX,
BUYER

Craig L. Fox