

**Execution Version**

**SALE AND PURCHASE AGREEMENT**

**By and Between**

**ATLANTIC MEDIA GROUP, INC.**

**and**

**DIVERSIFIED COMMUNICATIONS**

July 19, 2005

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## SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is entered into as of July 19, 2005 by and between Atlantic Media Group, Inc., a South Carolina corporation (hereinafter "Seller") and Diversified Communications, a Maine corporation (hereinafter "Buyer").

### RECITALS

Seller is the owner of, and holds licenses and other authorizations issued by the Federal Communications Commission (hereinafter the "FCC") for the operation of television broadcast station WWMB (f/k/a WFIL), channel 21, licensed to Florence, South Carolina (hereinafter the "Station");

Seller wishes to sell, and Buyer wishes to buy, substantially all the property and assets of Seller, real and personal, tangible and intangible, which are used or intended to be used in connection with the ownership and operation of the Station, together with certain rights relating thereto, including without limitation, licenses and authorizations;

Certain licenses, authorizations and permits issued by the FCC may not be assigned without the prior consent of the FCC; and

Seller and Buyer have reached agreement with respect to this sale and purchase;

NOW, WHEREFORE, in consideration of the mutual obligations assumed hereunder, the parties hereby agree as follows:

1. Sale and Transfer of Property, Assets and Rights.

(a) Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall, on the Closing Date (as hereinafter defined), sell, convey, transfer, assign and deliver to Buyer, and Buyer will purchase and accept from Seller, all rights,

title and interest of Seller in and to the following, in each case as the same shall exist on the Closing Date (hereinafter collectively referred to as the "Purchased Assets"):

(i) all real property and tangible personal property and equipment owned by Seller and used or intended for use in connection with the ownership or operation of the Station, free and clear of any and all liens, mortgages, charges, pledges, claims or encumbrances and with such additions and improvements thereto as may occur from the date hereof to the Closing Date;

(ii) all contracts, leases and agreements which create rights or obligations relating to the ownership of the Purchased Assets or the ownership or operation of the Station, including, without limitation, Seller's rights under (A) the Time Brokerage Agreement between Seller and Buyer (as successor to Vision Communications, Inc.), dated as of April 28, 1994, as amended (the "Time Brokerage Agreement") and (B) the Transmission Facilities and Studio Construction and Lease Agreement between Seller and Buyer (as successor to Vision Communications, Inc.), dated as of April 28, 1994 (collectively, the "Assumed Contracts");

(iii) all licenses, permits, consents, franchises and other authorizations issued by the FCC or any other governmental authority or instrumentality to, or granting rights to, Seller and necessary for, or used in connection with, the ownership and operation of the Station, which Seller is permitted to assign, as well as all additions thereto and extensions and renewals thereof, and all pending applications for extension or renewal thereof made on or prior to the Closing Date;

(iv) all logs, books and records (excluding financial and personnel records, which, however, on request shall be available for inspection by Buyer) relating to the ownership and operation of the Station;

(v) any names, slogans, trademarks, service marks or promotional materials used by Seller in connection with the ownership and operation of the Station, as well as all rights to use the Station's call sign(s);

(vi) all intangible assets of Seller relating to the Station, including goodwill and including Seller's accounts receivable.

(b) Exclusions. This Agreement specifically excludes from the Purchased Assets as defined in Paragraph 1(a) above (the "Excluded Assets"):

- (1) all cash (including cash deposits) of Seller; however, if, as of the Closing Date, Seller holds deposits from advertisers for commercials or programs to be broadcast on the Station after the Closing Date, Seller will convey all such deposits to Buyer, who in turn shall be responsible for such broadcast;
- (2) all stocks, bonds, certificates of deposit and similar investments of Seller;
- (3) Seller's corporate minute books and other books and records (other than the Transferred Books and Records); and
- (4) all insurance and indemnity contracts.

2. Purchase Price.

The purchase price to be paid by Buyer to Seller for the Purchased Assets set forth in Paragraph 1 above shall be Two Million Three Hundred Sixty Six Thousand Seven Hundred Twenty Seven Dollars (\$2,366,727); *provided, however*, that if the Closing occurs on or after



August 1, 2006, then such purchase price shall be increased by One Hundred Thousand Eight Hundred Thirty Six Dollars (\$100,836). Such purchase price shall be paid and adjusted as follows:

(a) The aggregate of One Hundred Thousand Dollars (\$100,000) paid to Seller pursuant to paragraph 2.1 of the Option Agreement, dated as of April 28, 1994, by and between Seller and Buyer, as amended (the "Option Agreement") and Paragraph 1 of the amendment to the Option Agreement dated December 9, 2003, shall be credited toward the above-stated purchase price.

(b) On the date hereof, Buyer shall deliver to Seller the sum of Three Hundred Fifty Thousand Dollars (\$350,000) (the "Signing Deposit") by wire transfer of immediately available funds, pursuant to the instructions set forth in Schedule A attached hereto. The Signing Deposit shall be credited toward the above-stated purchase price.

(c) On the Closing Date, Buyer shall pay to Seller, by wire transfer of immediately available funds, the remainder of the purchase price as determined in this Paragraph 2.

3. Assumption by Buyer of Specified Liabilities.

Buyer shall not assume and shall not be liable for any obligation or liability of Seller, of any nature whatsoever, whether express or implied, fixed or contingent, unless such obligation or liability is expressly assumed by Buyer pursuant to Paragraph 3(a) of this Agreement.

(a) Assumed Liabilities. Buyer shall pay, perform and discharge (i) all obligations and liabilities of Seller arising after the Closing Date under the Assumed Contracts and (ii) all claims, liabilities or obligations incurred by Buyer arising out of or resulting from the ownership of the Purchased Assets or the operation or the ownership of the Station after the Closing Date (such obligations and liabilities so assumed being hereinafter collectively referred to as the "Assumed Liabilities").

(b) Nonassumed Liabilities. Notwithstanding any provision in subparagraph 3(a) of this Agreement to the contrary, Buyer shall not assume or be liable for or indemnify Seller against any of the following (all of which shall, without limitation, constitute “Nonassumed Liabilities”):

(i) any obligation or liability with respect to any contract or agreement which has been fully performed by Seller prior to or on the Closing Date;

(ii) any obligation or liability of Seller arising or incurred on or after the Closing Date and not based upon the ownership of the Purchased Assets or the operation of the Station;

(iii) any obligation or liability of Seller which violates any covenant, agreement or representation contained herein;

(iv) any obligation or liability of Seller arising or incurred prior to or on the Closing Date, including, without limitation, any obligation or liability arising or incurred prior to or on the Closing Date with respect to any contract, lease or agreement being assumed by Buyer on the Closing Date;

(v) any obligation or liability with respect to any breach by Seller prior to or on the Closing Date of any contract, lease or agreement of Seller;

(vi) any obligation or liability of Seller relating to any bonus, pension, retirement, deferred compensation, severance pay, vacation pay, savings, hospitalization, insurance or similar plan, agreement or arrangement in effect with respect to either Seller’s employees or others;

(vii) any obligation or liability relating to the continued employment of any employee of Seller after the Closing Date;

(viii) any obligation or liability of Seller under any contract with any union or other association representing employees to which Seller may be a party on the Closing Date, and Buyer shall in no event be deemed to be a successor employer under any such contract or otherwise; or

(ix) any obligation or liability of Seller arising or incurred prior to or on the Closing Date with respect to any contract, commitment or agreement to which Seller is a party and which is not being assumed by Buyer on the Closing Date or with respect to any such instrument, except as shall be specifically assumed by Buyer.

4. Closing Date.

The closing of the purchase and sale provided for in this Agreement shall take place in Florence, South Carolina (or at such other location as the parties shall mutually agree upon) within five (5) business days after the FCC's approval of the Broadcast Licenses Assignment becomes final, or such other time and place as Buyer may designate (the time and date of closing being herein called the "Closing Date").

5. Representations and Warranties of Seller.

Seller represents and warrants to Buyer as follows; *provided, however*, that notwithstanding anything contained in this Agreement to the contrary, Seller makes no representations or warranties as to (i) Buyer's operations of the Station under the Time Brokerage Agreement or (ii) any contract relating to the Station as to which Seller is not a party:

(a) Organization and Good Standing. Seller is, and on the Closing Date shall be, a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina.

(b) Authorization, Execution and Delivery. The Board of Directors of Seller has duly authorized the execution and delivery of this Agreement, the Second Amendment to the

Time Brokerage Agreement, dated as of July 19, 2005, by and between Seller and Buyer ("TBA Amendment"), and the Second Amendment to the Option Agreement, dated as of July 19, 2005, by and between Seller and Buyer (the "Option Amendment"), and the performance by Seller of the acts and transactions contemplated hereby. The President of Seller has full right, power and authority and has been duly authorized to execute and deliver this Agreement, the TBA Amendment and the Option Amendment and to act for and on behalf of Seller in all respects in connection with the transactions contemplated hereby. This Agreement, TBA Amendment and the Option Amendment constitute legal, valid and binding obligations of Seller in accordance with their terms. On the Closing Date all corporate acts and other proceedings required to be taken by or on the part of Seller to authorize Seller to sell, convey, transfer, assign and deliver to Buyer all rights, title and interest of Seller in and to the Purchased Assets as provided herein, and to perform this Agreement and to consummate the transactions contemplated hereby, shall have been duly taken. True and complete copies of resolutions authorizing such acts shall have been furnished to Buyer on or before the Closing Date.

The execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby have been approved by Seller's shareholders. Subject to the receipt of the consents listed on Exhibit A and the consents from the FCC referenced in paragraph 10, the execution and delivery by Seller of this Agreement, the TBA Amendment and the Option Amendment and the consummation of the transactions contemplated hereby will not violate any law, rule, regulation, order, judgment or decree of any court or governmental authority to which it is subject, or constitute or create a default under any corporate charter, bylaw or regulation, or any indenture, mortgage, lease, contract or other agreement to which Seller is a party or by which Seller is bound or affected.

(c) Consents. Except as listed in Exhibit A attached hereto, no material approval, authorization, consent, order or other action of, or filing with, any third party, governmental authority, administrative agency or regulatory body is required in connection with (i) the execution, delivery and performance of this Agreement by Seller, the consummation of the transactions contemplated hereby by Seller, or the assignment of the license(s) to operate the Station, other than the consent of the FCC, which shall have been duly obtained prior to the Closing Date.

(d) No Conflict. The execution and delivery by Seller of this Agreement and such agreements and instruments as may be required hereby and the consummation by Seller of the transactions contemplated hereby does not, and on the Closing Date shall not, violate any law or regulation, or conflict with or result in any breach of, or constitute a default under, or result in the creation of a claim on the Purchased Assets or any of them pursuant to any statutory provision or regulation applicable to Seller, or except for the required consents listed on Exhibit A, any indenture, mortgage, lease, contract or other agreement or instrument to which Seller is then a party or by which Seller is then bound or affected. Except for the required consents listed on Exhibit A, Seller is not subject to any restriction of any kind or character which would prevent the performance of Seller or the consummation of the transactions contemplated hereby. As of the Closing Date (except as disclosed in Exhibit B attached hereto), neither Seller nor any officer, director or shareholder of Seller, has any direct or indirect interest in any competitor, supplier or customer of the Station or in any person or entity from whom or to whom Seller leases any real or personal property for the benefit of the Station.

(e) Real Property and Tangible Personal Property and Equipment. Set forth in Exhibit C is a complete and accurate list of all real property and tangible personal property and

equipment which is used or intended for use in connection with the ownership or operation of the Station and which is owned by Seller. Seller owns outright, and has good and marketable title to all property and equipment set forth in Exhibit C. Any liens, mortgages, charges, pledges, claims or encumbrances to which any of the real property or tangible personal property and equipment listed in Exhibit C is now subject are also listed in Exhibit D and will be paid, discharged or released between the date hereof and the Closing Date.

(f) Contracts, Leases, etc. Set forth in Exhibit E is a complete and accurate list of all Assumed Contracts to which Seller is a party. All rights of Seller under any such Assumed Contract are freely assignable and are not subject to termination as a result of any transaction contemplated herein, except as set forth in Exhibit E attached hereto.

(g) Licenses and Authorizations. Set forth in Exhibit F is a complete and accurate list and brief description of all licenses, permits, consents, franchises or other authorizations from any person or governmental authority held by Seller on the date hereof, including, without limitation, any license, permit, consent, or other authorization granted by the FCC and held by Seller or to which Seller has any rights (herein called the "Broadcast Licenses"), necessary for or used in connection with the ownership or operation of the Station. The licenses, permits, consents and authorizations listed in Exhibit F are the only licenses, permits, consents or authorizations necessary for or used in connection with the ownership and operation of the Station as now conducted by Seller.

(h) Compliance With Law; Filings. Except as specified in Exhibit G attached hereto, Seller is in material compliance with the Broadcast Licenses and all laws, rules, regulations, policies and orders of the FCC (including, without limitation, its engineering standards) and of any other governmental authority or instrumentality, including, without

limitation, any building, zoning or environmental laws or ordinances which are applicable to the operation or ownership of the Station as heretofore conducted by Seller or to the Purchased Assets. Seller has filed, and through the Closing Date shall file, all reports, applications, documents, instruments and information, including ownership reports and employment reports, required or requested to be filed by Seller with the FCC or FAA with respect to the Station and all such reports, applications, documents, instruments and information are, and shall be, true and complete in all material respects.

(i) Litigation. Other than those matters specified in Exhibit H attached hereto, there is no litigation, action, suit, proceeding or publicly known investigation pending or, to the knowledge of Seller, threatened against Seller, with respect to the ownership or operation of the Station, any of the Purchased Assets, or any of the transactions contemplated hereby before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in any material adverse effect upon the Purchased Assets, the assignability of the Broadcast Licenses, or the ownership or operation of the Station, or which may enjoin, prohibit or otherwise challenge any of the transactions contemplated hereby. Seller is not in default of any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, relating to the ownership or operation of the Station, or of the Purchased Assets.

(j) Intellectual Property. There are no patents, patent applications, copyrights, copyright applications, trademark registrations, servicemark registrations, trademark applications, or servicemark applications used or intended for use in the operation of the Station which are owned by or registered in the name of Seller or in which Seller has any rights as

licensee or otherwise, except those listed in Exhibit I hereto. Seller is not a licensor in respect to any patents, trade secrets, inventions, trademarks, servicemarks, trade names, copyrights or applications therefor which are used or intended for use in connection with the operation of the Station (including, without limitation, the Station's call sign). No licenses or other rights to use any patents, trade secrets, trademarks, servicemarks, trade names or copyrights are necessary to operate the Station as heretofore conducted, and Seller has no knowledge of, nor has received any notice to the effect that any of the operations of the Station may infringe any patent, trademark, servicemark, trade name copyright or other rights of others (including, without limitation, the Station's call sign).

(k) Taxes. Seller has paid, and on the Closing Date shall have paid, any and all federal, state, county, municipal, foreign or other taxes applicable to Seller and relating to the ownership or operation of the Station and/or of the Purchased Assets, then due or payable.

(l) Insurance. Set forth in Exhibit J is a complete and accurate list and brief description of all insurance policies held by Seller relating to the Purchased Assets. Such policies insure, among other things, certain insurable Purchased Assets for the benefit of Seller against all risks deemed necessary by Seller to be insured against and, to Seller's knowledge, are in amounts sufficient to cover any losses insured against. Seller shall maintain such policies, or policies containing substantially equivalent coverage, through the Closing Date.

(m) Commitments. As of the date hereof, and except as listed in Exhibit K attached hereto or except as listed in any other exhibit attached hereto, Seller, with respect to the Station, is as of the date hereof not a party to or bound by any written or oral, express or implied:

(i) contract or commitment for the employment of any employee;



(ii) contract with or commitment to any labor union or other association representing employees;

(iii) lease, as lessee, of personal property with an unexpired term (including any period covered by any option to renew exercisable without action by it) of sixty (60) days or more;

(iv) contract continuing over a period of more than one year from its date, or contract with an option, exercisable by the other party thereto, which could continue the contract over a period of more than one year from its date;

(v) contract or commitment for the purchase of materials, supplies, equipment or services in excess of the annual requirements of the Station as currently conducted;

(vi) contract or commitment providing for payments by such Seller after the date hereof which in the aggregate exceed \$1,000;

(vii) distributor, sales agency, franchise, or advertising contract or commitment to be performed by or for Seller;

(viii) contract with any subcontractor;

(ix) lease under which it is lessor;

(x) agreement or arrangement for pensions, retirement benefits, deferred compensation benefits, severance pay, vacation pay, savings, hospitalization, insurance or similar plan, with respect to employees or others;

(xi) agreement, contract or indenture relating to the borrowing of money by Seller;

(xii) guarantee of any obligation for money or otherwise, excluding endorsements made for collection and guarantees made in the ordinary course of business of operating the Station;

(xiii) agreement with any present shareholder of Seller;

(xiv) license or royalty agreement (including, without limitation, program licenses, film licenses, talent agreements and music broadcast license agreements);

(xv) contract to supply services to any government or any agency or instrumentality thereof;

(xvi) agreement or commitment granting to any person any preferential right to purchase any assets or properties;

(xvii) agreement in the nature of a broadcast network affiliation agreement;

(xviii) agreement, contract or commitment for the use of any facilities or equipment for the production of films, tapes or programs by any person other than Seller; or

(xix) contract or commitment not made in the ordinary course of business of operating the Station. Seller shall furnish to Buyer prior to the Closing Date true and complete copies of all contracts, agreements or other instruments of the types listed in this subsection (m) and any amendments thereto contemplated or entered into by Seller between the date hereof and the Closing Date.

(n) Representations and Warranties. The representations and warranties made in this Paragraph 5 will be true and correct in all material respects on and as of the Closing Date

with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

6. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as follows:

(a) Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine.

(b) Authorization, Execution and Delivery. The Board of Directors of Buyer has duly authorized the execution and delivery of this Agreement and the performance by Buyer of the acts and transactions contemplated hereby. The President of Buyer has full right, power and authority and has been duly authorized to execute and deliver this Agreement and to act for and on behalf of Buyer in all respects in connection with the transactions contemplated hereby. On the Closing Date all corporate acts and other proceedings required to be taken by or on the part of Buyer to perform this Agreement and to consummate the transactions contemplated hereby shall have been duly taken. True and complete copies of resolution(s) authorizing such acts have been or will be furnished to Seller. This Agreement has been, or on the Closing Date will be, duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer in accordance with its terms.

(c) No Conflict. The execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated hereby do not require approval by any other persons and will not violate any law, rule, regulation, order, judgment or decree of any court or subject to receipt of the consents from the FCC referenced in Paragraph 10 hereof, governmental authority to which Buyer is subject, or conflict with or result in any breach of, or constitute a default under Buyer's articles or bylaws, or any indenture, mortgage, lease, contract or other agreement to which Buyer is a party or by which Buyer is bound or affected.

(d) Qualification. Solely with respect to Buyer's intermediary role in the Broadcast Licenses Assignment, Buyer has no knowledge after due inquiry of any facts concerning Buyer or any other person with an attributable interest in Buyer (as such term is defined under rules and policies of the FCC) which, under present law (including the "Communications Act" of 1934, as amended (hereinafter the "Communications Act")) and present rules and policies of the FCC, would, subject to receipt of the consents from the FCC referenced in Paragraph 10, (i) disqualify Buyer from being the holder of the Broadcast Licenses, the owner of the Purchased Assets or the operator of the Station upon consummation of the transactions contemplated by this Agreement, or (ii) raise a substantial and material question of fact within the meaning of Section 309(e) of the Communications Act respecting Buyer's qualifications. Without limiting the foregoing sentence, Buyer shall make the affirmative certifications provided in FCC Form 314 at the time of filing of such application form with the FCC with respect to the Broadcast Licenses as contemplated by Paragraph 10 of this agreement.

(e) Litigation. There are no legal, administrative, arbitration or other proceedings or governmental investigations pending or, to the knowledge of Buyer, threatened against Buyer that would give any third party the right to enjoin the transactions contemplated by this Agreement.

(f) Representations and Warranties. The representations and warranties made in this Paragraph 6 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

7. Conditions to Obligations of Buyer.

The obligations of Buyer under this Agreement are, at the option of Buyer, contingent upon Seller's compliance with and satisfaction of the following conditions as of the Closing Date:

(a) Compliance With Covenants and Truthfulness of Representations and Warranties. All terms, covenants, warranties, agreements and conditions of this Agreement shall have been duly complied with and fully performed by Seller on or prior to the Closing Date. The representations and warranties made by Seller hereby shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date; and Buyer shall have received from Seller a certificate dated the Closing Date and signed by the President of Seller to the effect that all representations and warranties made by Seller hereby are true and correct in all material respects on and as of the Closing Date.

(b) Approval of Documents. All instruments and documents delivered to Buyer pursuant to Paragraph 11 of this Agreement, or incident to the transactions contemplated hereby, shall be reasonably satisfactory to counsel for Buyer as to form, scope, substance and execution.

(c) Opinion of Counsel for Seller. Buyer shall have received an opinion of Nexsen Pruet, LLC, and Garvey Schubert Barer, counsels for Seller, dated the Closing Date and addressed to Buyer, in form and substance reasonably satisfactory to Buyer and its counsel.

(d) Consents to Assignments. Seller shall have obtained such consents or approvals of any third parties necessary for the sale, conveyance, transfer and assignment of the Purchased Assets, or any part thereof, to Buyer as contemplated in this Agreement. Seller shall certify that Seller is not in default with regard to any Assumed Contract.

(e) Legal Proceedings. There shall not be by or before any court, administrative agency or other governmental body any inquiry or any actual or threatened action or proceeding (i) which shall seek to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or which might unfavorably affect the right of Buyer to own, operate in its entirety or control the Station, or (ii) which might unfavorably affect the right of Buyer to conduct the operations of the Station as heretofore conducted by Seller.

(f) Broadcast Licenses. On the Closing Date, Seller shall hold regular licenses and authorizations from the FCC authorizing it to operate the Station upon no less advantageous terms than those provided in the Broadcast Licenses and there shall not have been any adverse modification of such licenses. The Broadcast Licenses shall be in full force and effect and in good standing. No proceedings shall be pending or threatened which may result in any material adverse modification of any such licenses.

(g) Release. Buyer shall have received a duly executed Mutual Release Agreement from Seller in the form attached hereto as Exhibit L (the "Mutual Release").

(h) No Cessation of Broadcasting.

(i) Between the date hereof and the Closing Date, the Station shall not have for a period of more ten (10) days in the aggregate: (A) ceased broadcasting on its authorized frequency, (B) lost substantially all of its normal broadcasting capability or (C) been broadcasting at a reduced power level which may materially and adversely affect the operations or business of the Station. Seller shall promptly notify Buyer of the occurrence of any one or more of the foregoing events or conditions, and the non-fulfillment of the condition precedent set forth in this Subsection caused by the occurrence of the events specified in Seller's notice shall be deemed waived by Buyer

unless, within fifteen (15) days after receipt of Seller's written notice, Buyer notifies Seller in writing to the contrary.

(ii) In addition, during the five (5) days immediately preceding the Closing Date, the Station shall have been operating continuously with substantially all of its normal broadcasting capability except for: (A) cessation or reductions for insignificant periods of time resulting from occurrences (such as lightning strikes) over which Seller has no control, and (B) interruptions that have been cured by Seller at least five (5) days prior to the Closing Date. Seller shall have the right to delay Closing for a period not to exceed thirty (30) days if Seller reasonably determines that any action to restore the Station to substantially all of its normal broadcasting capability can be completed during such delay period.

8. Conditions to Obligations of Seller.

The obligations of Seller under this Agreement are, at the option of Seller, contingent upon Buyer's compliance and satisfaction of the following conditions as of the Closing Date:

(a) Compliance with Covenants. All terms, covenants, warranties, agreements and conditions of this Agreement to be performed by Buyer shall have been duly complied with and fully performed in all material respects on or prior to the Closing Date.

(b) Representations and Warranties True. The representations and warranties made by Buyer herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date; and Seller shall have received from Buyer a certificate dated the Closing Date and executed by Buyer's president to such effect.

(c) Approval of Documents. All instruments and documents delivered to Seller, pursuant to Paragraph 12 of this Agreement, or incident to the transactions contemplated

hereby, shall be reasonably satisfactory to counsel for Seller as to form, scope, substance and execution.

(d) Opinion of Counsel for Buyer. Sellers shall have received an opinion by the law firms of Goodwin Procter LLP, Verrill Dana, LLP and/or Irwin, Campbell & Tannenwald, P.C., counsels for Buyer, dated the Closing Date and addressed to Seller, in form and substance reasonably satisfactory to Seller and its counsel to the effect that:

(i) Buyer is a corporation validly existing and in good standing under the laws of the State of Maine;

(ii) this Agreement has been duly and validly authorized, executed and delivered by Buyer and this Agreement constitutes valid and binding obligation of Buyer;

(iii) the execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby will not conflict with or result in any breach of, or constitute a default under, Buyer's articles or bylaws;

(iv) each of the documents and instruments delivered by Buyer to Seller on the Closing Date has been duly authorized, executed and delivered by Buyer and is legal, valid and binding in accordance with its terms; and

(v) the FCC has granted its consent to the Broadcast Licenses Assignment to the Qualified Assignee and such consent is Final.

(e) Release. Seller shall have received a duly executed Mutual Release from Buyer in the form attached hereto as Exhibit L.

9. Conditions to Obligations of Seller and Buyer.

In addition to the conditions to obligations of Buyer set forth in Paragraph 7 and the conditions to obligations of Seller set forth in Paragraph 8, the obligations of Seller and Buyer



under this Agreement are contingent upon satisfaction of the following condition as of the Closing Date:

FCC Consent. The FCC, in accordance with the Communications Act, shall have issued its written consent or consents to the assignment (the "Broadcast Licenses Assignment") of the Broadcast Licenses from Seller to a third party eligible to be the assignee of the Broadcast Licenses under the Communications Act (the "Qualified Assignee") (which assignment shall be effected by an intermediate assignment to Buyer or a subsidiary of Buyer, as a pass-through holder of the Broadcast Licenses, and the immediate and virtually simultaneous assignment by Buyer or a subsidiary of Buyer of such Broadcast Licenses to the Qualified Assignee) as proposed in the application or applications referred to in Paragraph 10 hereof and without conditions materially adverse to Buyer, and said consent shall be "Final" (i.e., no longer subject to administrative or judicial review, reconsideration or appeal).

10. Application[s] for FCC Consent.

Within ten (10) business days of the execution of this Agreement, Seller, Buyer and/or a subsidiary of Buyer and the Qualified Assignee shall join in an application filed with the FCC requesting its consent to the Broadcast Licenses Assignment (the "Application"). Seller and Buyer will cooperate in providing all information and taking all steps necessary, desirable and proper to expedite the preparation and filing of the Application(s) and its prosecution to a favorable conclusion (including, without limitation, filing and prosecuting any alternative application, petition, motion, request or other filing (including any motion for leave to withdraw or dismiss any application filed by the parties with the FCC in connection with the transactions contemplated hereby) and filing any amendment or modification to the Application(s)). In the event any person petitions the FCC to deny the Application(s) or otherwise challenges the grant of the Application(s) before the FCC, or in the event the FCC consents to and approves the

Broadcast Licenses Assignment and any person appeals or otherwise attacks such consent before the FCC, or in any judicial proceeding, then Seller and Buyer agree to oppose such petition or challenge before the FCC or defend such action of the FCC diligently and in absolute good faith, each at its own cost and expense, to the end that the transactions contemplated by this Agreement may be finally consummated. Additionally, in order to facilitate the consent to and approval of the Applications by the FCC, Seller agrees to use best efforts to obtain the renewal of the Broadcast Licenses as described in Exhibit G.

11. Documents To Be Delivered by Seller on the Closing Date.

On the Closing Date, Seller shall deliver to Buyer:

- (a) Seller's Certificate. A certificate signed by the President of Seller to the effect set forth in Paragraph 7(a) hereof.
- (b) Opinion of Counsel. An opinion of counsel to the effect set forth in paragraph 7(c) hereof.
- (c) Bills of Sale. Deeds or bills of sale covering all property owned by Seller and included as a Purchased Asset under Paragraph 1 of this Agreement.
- (d) Assignment of Broadcast Licenses, Call Letters and Service Mark. An assignment or assignments, in form and substance satisfactory to counsel for Buyer, covering all interests of Seller in the Broadcast Licenses and the Station's call letters and in any service mark(s) related thereto.
- (e) Assignment of Leases, etc. Assignments of all Assumed Contracts, licenses and franchises included as a Purchased Asset under Paragraph 1 of this Agreement.
- (f) Advertising Time and Trade Time Credits. To the extent reasonable under the circumstances, Seller by the Closing Date will have provided all broadcast advertising time contracted for by Seller on the Station for which Seller has received payment in cash. As of the

Closing Date, Seller shall have broadcast all of Seller's trade time credits for advertisers except for trade time credits due advertisers for automobiles or other merchandise or services which are usable by Buyer after the Closing Date and which are conveyed or assigned to Buyer pursuant to this Agreement. If, pursuant to Paragraph 1(b)(1) above, Seller conveys any cash deposits to Buyer in return for the post-closing broadcast of commercials or programs, then Seller and Buyer will prepare a closing schedule of such cash payments and post-closing obligations.

(g) Release. The Mutual Release described in Paragraph 7(g).

(h) Further Instruments. Such further instruments of assignment, conveyance, transfer, or other documents of further assurance covering the Purchased Assets or any part thereof, as Buyer may reasonably require to assure the full and effective assignment and transfer to Buyer of, the Purchased Assets and all rights, title and interest therein of Seller.

12. Documents To Be Delivered by Buyer on Closing Date.

On the Closing Date, Buyer shall deliver to Seller:

(a) Closing Date Payment. The payment of the balance of the purchase price required pursuant to Paragraph 2 hereof.

(b) Buyer's Certificate. A certificate executed by the president of Buyer to the effect set forth in Paragraph 8(b) hereof.

(c) Opinion of Counsel. An opinion of counsel to the effect set forth in Paragraph 8(d) hereof.

(d) Release. The Mutual Release described in Paragraph 8(e).

13. Further Covenants and Agreements of Seller and Buyer.

Seller and Buyer agree and covenant that:

(a) Control of the Station. Between the date hereof and the Closing Date, except to the extent set forth in the Time Brokerage Agreement and subject to the terms and

conditions therein, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station, and such operation, including complete control and supervision of all programs, equipment and employees, shall be the sole responsibility of Seller. Effective on the Closing Date and thereafter, Seller shall not have any control over or right to supervise, direct, intervene or participate in the operation of the Station.

(b) Listed Documents. Between the date hereof and the Closing Date, Seller shall provide Buyer, on Buyer's reasonable request, with a true and complete copy of each document listed or referred to in this Agreement or in any exhibit hereto, except for any document as to which a true and complete copy has been provided heretofore.

(c) Access to Properties and Records. From and after the date hereof, Seller shall permit authorized representatives of Buyer reasonable access, during normal business hours, to inspect the premises, facilities, properties, books and records of Seller which relate or pertain to operation of the Station, including, but not limited to, the books and records relating to such operation, in order that Buyer may have full opportunity to make such investigation as it shall desire to make of the affairs of Seller which relate or pertain to the operation of the Station, and Buyer shall be permitted, at its own expense, to make extracts from, or copies of, such books and records. Buyer shall give Seller reasonable advance notice of each date on which Buyer desires access, and all inspections and investigations shall be conducted in such a manner as not to constitute a disruption of the operation of the Station. Seller shall furnish to Buyer such financial and operating data, documents and other information as to the Purchased Assets or the operation of the Station as Buyer shall reasonably request. Buyer agrees that it will use its best efforts to keep such information confidential until the Closing Date. If the transactions

contemplated by this Agreement shall not be consummated, Buyer will promptly return any such data, documents, books and records held by it to Seller.

(d) Maintenance of Purchased Assets. Through the Closing Date Seller shall:

(i) maintain in full force and effect (and renew, when required) the Broadcast Licenses and all Assumed Contracts, licenses, permits, consents, franchises and authorizations included in the Purchased Assets;

(ii) perform all obligations imposed upon it under each Assumed Contract (except to the extent such obligations under any Assumed Contract is the responsibility of Buyer pursuant to the Time Brokerage Agreement) and by law, including, without limitation, policies, rules and regulations of the FCC;

(iii) take all appropriate action to protect the service area of the Station from any type of interference from any and all sources, including, without limitation, increased electrical interference from other stations existing or proposed, within the meaning of the rules and regulations of the FCC; and

(iv) retain and maintain in usable condition as existing on the date hereof, and in a state of repair consistent with its existing operating policies and practices, and, except as noted on Exhibit M attached hereto, in accordance with the rules, regulations, policies and orders of the FCC and generally accepted industry practices, all facilities, property and equipment included in the Purchased Assets. Such maintenance shall include checking, testing and repair of all such facilities, property and equipment. Seller shall permit Buyer, through its authorized representatives, to fully witness or otherwise verify such maintenance.

(e) Collection of Accounts Receivable. All of Seller's receivables from Station broadcasts which occur or Station services rendered prior to the Closing Date, including, without limitation, payments due from Buyer to Seller under the Time Brokerage Agreement, shall belong to Seller, and those receivables resulting from Station broadcasts which occur or Station services rendered on or after the Closing Date shall belong to Buyer.

(f) Best Efforts; Assignments. Seller will use its best efforts to cause the sale contemplated by this Agreement to be consummated, and, without limiting the foregoing, Seller agrees to use its best efforts to obtain any necessary consent for the assignment of any Assumed Contract, license, franchise, application or other instrument to Buyer or its designee; provided that Seller shall not be required to pay or grant any material consideration in order to obtain any such consent. Buyer shall promptly comply with any reasonable requests made by landlords or other parties to agreements being assigned for financial and other information regarding Buyer. Nothing contained in this Agreement shall be construed as an attempt to assign any Assumed Contract, license, franchise, application or other instrument, or any license, permit, registration or other approval of any governmental authority, (i) which is not assignable by law without the consent of the other party or parties thereto or such governmental authority, as the case may be, unless such consent shall have been given, or (ii) as to which all the rights enjoyed by Seller would not, as a matter of law, pass to Buyer as an incident of the assignments provided for by this Agreement. In order, however, that the full value of every instrument or approval of the character described in clauses (i) and (ii) of the preceding sentence and all interests of Seller with respect thereto may be realized, Seller hereby covenants with Buyer that Seller, by itself or by its agents, will, at the request and under the direction of Buyer, in the name of Seller or otherwise as Buyer shall specify and as shall be permitted by law, take all reasonable action and cause to be

done all reasonable things as shall be necessary or proper in order that the rights and obligations of Seller under such instruments and approvals shall be preserved. Furthermore, to the extent that Buyer is for any reason unable to assume any of the obligations or liabilities arising under the Assumed Contracts, Seller will indemnify, defend and hold harmless Buyer and its officers, directors, stockholders and employees with respect to any and all claims, liability, obligation, loss, damage or injury, together with costs and expenses (including, without limitation, legal costs and expenses) arising out of or relating to such obligations and liabilities.

(g) Action Affecting Representations and Warranties. Between the date hereof and the Closing Date Seller shall not take any action or omit to take any action, or cause or permit any other person or entity to take or omit to take any action, which shall result in the representations and warranties made by Seller in Paragraph 5 hereof to be incorrect in any material respect on and as of the Closing Date.

(h) Further Assurances. Seller agrees that, at any time and from time to time after the Closing Date, it will, upon the request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer, or for aiding and assisting in the collection of or reducing to possession by Buyer, any of the Purchased Assets or for defending or compromising any of the debts, obligations and liabilities assumed by Buyer hereunder.

(i) FCC Communications. Seller shall promptly advise Buyer of all communications relating to the Station received by Seller from the FCC subsequent to the date hereof, and shall promptly furnish to Buyer copies of all such written communications; and

Buyer shall comply in like manner with respect to any communications or documents concerning the Station received by Buyer from the FCC between the date hereof and the Closing Date.

(j) Taxes and Other Financial Matters. As of the Closing Date, to the extent such items are not Assumed Liabilities under paragraph 3, there shall be prorated between Seller and Buyer all ad valorem taxes with respect to the Purchased Assets, utility charges not separately billed to Seller and Buyer, rents, license fees, insurance premiums, and other similar items of prepaid expense and deferred income. It is anticipated that final prorations for certain of the items listed above will not be available on the Closing Date; to the extent such final figures are not available on the Closing Date, proration may be made on the basis of estimates, with a final accounting for each such item in any event to be made within sixty (60) days after the Closing Date.

(k) Conduct of Business. Between the date hereof and the Closing Date, Seller will not:

(i) mortgage, pledge or subject to lien, charge or any other encumbrance, any of the Station's assets, tangible or intangible;

(ii) sell, assign or transfer or agree to sell, assign or transfer, any of the Station's assets, tangible or intangible;

(iii) suffer any material impairment to the value of the Purchased Assets or waive any rights of substantial value relating to the ownership or operation of the Station;

(iv) cancel, or agree to cancel, any debts or claims relating to the ownership or operation of the Station;



(v) other than the TBA Amendment and the Option Amendment, enter into or permit any amendment or premature termination of any contract, agreement, lease or license relating to the ownership or operation of the Station other than in the ordinary course of business;

(vi) make any arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former employee connected with the Station;

(vii) make any agreements or commitments relating to capital expenditures with respect to the Station aggregating more than \$2,500; or

(viii) enter into any transaction relating to the Station other than in the Station's ordinary course of business.

(l) Cooperation of Qualified Assignee. Buyer shall use commercially reasonable efforts to require the Qualified Assignee to take all reasonable action and cause to be done all reasonable things as shall be necessary or proper in order to obtain FCC consent to, and approval of, the Broadcast Licenses Assignment, including such actions and things as described in Paragraphs 6(d) and 10 hereof.

14. Risk of Loss.

Anything herein to the contrary notwithstanding, the risk of any loss, damage or destruction to any of the property or assets to be transferred to Buyer hereunder from fire or other casualty or cause shall be borne by the Seller at all times prior to the Closing Date hereunder and thereafter by Buyer. Upon the occurrence of any loss or damage to any of the property or assets to be transferred hereunder which materially affects the operation or business of the Station as a result of fire, flood, earthquake, casualty or other causes prior to Closing Date, Seller shall notify Buyer of same in writing immediately, stating with particularity the extent of

loss or damage incurred, the cause thereof, if known, and the extent to which restoration, replacement and repair of the property or assets lost or destroyed will be reimbursed under any insurance policy with respect thereto. Seller shall use its reasonable efforts to promptly commence and thereafter to diligently proceed to repair or replace any such lost, damaged or destroyed property. However, in the event that such repair or replacement is not fully completed prior to the Closing Date, Buyer or Seller may elect to postpone a scheduled closing for a period not to exceed thirty (30) days while Seller completes repairs, or Buyer may elect to consummate the transactions contemplated hereby on the scheduled Closing Date, in which event Seller shall assign to Buyer the portion of insurance proceeds (less all reasonable costs and expenses, including without limitation attorney's fees, expenses and court costs incurred by Seller to collect such amounts), if any, not previously expended by Seller to repair or replace the damaged or destroyed property (such assignment of proceeds to take place regardless of whether the parties close on the scheduled or deferred Closing Date) and Buyer shall accept the damaged Purchased Assets in their damaged condition. In the event the loss, damage or destruction causes or will cause the Station to be off the air for more than seven (7) consecutive days or fifteen (15) total days, whether or not consecutive, then Buyer may elect either (i) to consummate the transactions contemplated hereby on the Closing Date, in which event Seller shall assign to Buyer the portion of the insurance proceeds (less all reasonable costs and expenses, including without limitation attorney's fees, expenses and court costs, incurred by Seller to collect such amounts), if any, not previously expended by Seller to repair or replace the damaged or destroyed property, and Buyer shall accept the damaged Purchased Assets in their damaged condition, or (ii) to terminate this Agreement. Buyer's acceptance of the Purchased Assets in

such damaged condition shall not constitute a release or waiver of any obligation, representation or warranty of Seller except for the obligation to repair such damage.

15. Termination; FCC Consent; Liquidated Damages.

(a) Termination. This Agreement shall terminate on the earlier to occur of any of the following events:

- (i) the mutual written agreement of Buyer and Seller;
- (ii) by Buyer or Seller, if
  - (1) the Closing Date shall not have occurred by July 19, 2007;
  - or
  - (2) the FCC denies the Assignment Application by Final Order or otherwise fails or refuses to grant the consent or consents, in either case for reasons beyond the control of the parties hereto;
- (iii) by Buyer, upon written notice to Seller, if:
  - (1) Seller shall have breached any material representation, warranty, covenant, agreement or obligation hereunder or due to the failure of Seller to satisfy any condition set forth in Paragraph 7 hereof; provided that such breach or failure is not capable of being cured, or has not been cured, within thirty (30) days after the giving of notice thereof by Buyer to Seller; or
  - (2) the Asset Purchase Agreement, dated as of July 19, 2005, by and among Barrington Broadcasting South Carolina Corporation, Buyer and Grand Strand Communications is terminated.

(iv) By Seller, upon written notice to Buyer, if Buyer shall have breached any material representation, warranty, covenant, agreement or obligation hereunder or failure of Buyer to satisfy any condition set forth in Paragraph 8 hereof; provided that such breach or failure is not capable of being cured, or has not been cured, within thirty (30) days after the giving of notice thereof by Seller to Buyer.

(b) Effect of Termination.

(i) In the event of any termination of this Agreement by Buyer pursuant to Paragraph 15(a)(iii)(1), then Buyer shall be entitled to either, at Buyer's option, (A) immediate return from Seller of (x) the Signing Deposit and (y) the amount described in Paragraph 2(a) (the "Credit") or (B) specific performance of this Agreement for such breach or failure of Seller, and if such specific performance remedy is sought by Buyer, this Agreement shall be extended or reinstated as the case may be, and if Buyer should prevail in such an action, the Closing Date shall be on such date as Buyer shall designate. In the event that Seller does not return the Signing Deposit and Credit in full to Buyer as required by this Paragraph, Buyer shall have the right to set off the full amount of the Signing Deposit and Credit (\$450,000) against any and all payments otherwise payable from Buyer to Seller under the Time Brokerage Agreement.

(ii) In the event of any termination of this Agreement by Seller pursuant to Paragraph 15(a)(iv), then Seller may retain the (A) Credit and (B) Signing Deposit, as liquidated damages and not as a penalty and in full payment and total discharge of all obligations of Buyer under this Agreement, and Buyer shall not have any further liability to Seller under this Agreement.

(iii) If such termination shall be due to any reason other than those described in clauses (a)(iii)(1) or (iv) of this Paragraph 15, then (A) Seller may retain the Signing Deposit as liquidated damages and not as a penalty and in full payment and total discharge of all obligations of Buyer under this Agreement, and Buyer shall not have any further liability to Seller under this Agreement and (B) nothing herein shall relieve Seller from liability to Buyer for any breach of this Agreement existing at the time of such termination.

16. Survival of Representations, Warranties and Covenants; Indemnification.

(a) Survival of Representations, Warranties and Covenants. Except for longer periods specifically provided for in this Agreement (including exhibits hereto), the provisions of this Agreement which by their terms are to be performed or observed on or after the Closing Date and the several representations, warranties and covenants of the parties herein contained shall survive for a period of one (1) year following the Closing Date and shall be effective with respect to any breach hereof or claim hereunder if notice thereof shall have been given to the other party in writing within such one-year period.

(b) Indemnification by Seller. Except as otherwise provided in this Agreement, Seller will indemnify, defend and hold harmless Buyer and its officers, directors, stockholders and employees (collectively, the "Buyer Indemnified Parties") with respect to any and all claims, liability, obligation, loss, damage or injury, together with costs and expenses (including, without limitation, legal costs and expenses) (collectively, the "Indemnity Damages") (i) arising out of or resulting from any inaccuracy, misrepresentation or breach of any representation, warranty or covenant of Seller contained herein, (ii) relating to the ownership and operation of the Station, to the Purchased Assets, or any of them, or to the Assumed Liabilities or any of them, on or prior to the Closing Date or (iii) relating to the Nonassumed Liabilities or any

of them; *provided, however*, that notwithstanding anything contained in this Agreement to the contrary, Seller will not be required to indemnify, defend or hold harmless the Buyer Indemnified Parties with respect to any Indemnity Damages arising out of or relating to (i) Buyer's operations of the Station under the Time Brokerage Agreement or (ii) any contract relating to the Station as to which Seller is not a party.

(c) Indemnification by Buyer. Except as otherwise provided in this Agreement, Buyer will indemnify, defend and hold harmless Seller with respect to any and all Indemnity Damages (i) arising after the Closing Date and relating to the Assumed Liabilities, (ii) arising out of or resulting from any inaccuracy, misrepresentation or breach of any representation, warranty or covenant of Buyer contained herein, (iii) relating to the ownership and operation of the Station, to the Purchased Assets, or any of them, or to the Assumed Liabilities, after the Closing Date, excluding any matter covered by Paragraph 16(b), (iv) arising out of or relating to Buyer's operations of the Station under the Time Brokerage Agreement, or (v) arising out of or relating to any contract relating to the Station as to which Seller is not a party.

(d) Notice and Defense. Each party agrees to give the other prompt written notice of any event or assertion of which it has knowledge concerning any matter as to which it may request indemnification hereunder. Each party will cooperate with the other in determining the validity of any such matter and in the diligent and vigorous defense of any claim which might give rise to indemnification hereunder.

17. Expenses; Brokerage.

(a) Expenses. Except as otherwise provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall bear the fees and expenses relating to its compliance with the various provisions of this Agreement

and its covenants to be performed hereunder, and each of the parties hereto shall pay all expenses (including, without limitation, legal fees and expenses) incurred by it in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect.

(b) FCC Fees. Buyer shall bear any and all filing fees imposed by the FCC in connection with the consents and application(s) therefor referred to in Paragraphs 9 and 10 hereof.

(c) Brokerage. Each party represents that it is not obligated to any broker for payment of a brokerage fee as a result of this transaction.

18. Sales and Transfer Taxes.

All sales and transfer taxes, if any, shall be the responsibility of Seller and Buyer, one-half each.

19. Bulk Sales Law.

Buyer acknowledges that Seller will not comply with the provisions of any bulk sales laws of any jurisdiction in connection with the sale made hereunder.

20. Benefit; Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party, except that Seller hereby consents to the assignment of any or all of Buyer's rights and delegation of any or all of Buyer's obligations under this Agreement to (i) the Qualified Assignee solely with respect to the transfer and assignment of the Broadcast Licenses and (ii) any subsidiary of Buyer; *provided, however*, that no such assignment and delegation will relieve Buyer of its obligations hereunder.

21. Construction.

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, including its conflict of laws rules.

22. Notices.

Except as otherwise specifically provided herein, all notices, requests or other communications required or permitted to be given hereunder shall be deemed duly given if mailed by certified or registered mail, postage prepaid and, subject to the designation by the addressee of another address, addressed as follows:

(a) If to Seller:

Atlantic Media Group, Inc.  
408 Maple Street  
Myrtle Beach, SC 29577  
Fax: (843) 650-5461  
Attention: Albert D. Ervin

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

Garvey, Schubert & Barer  
1000 Potomoc Street, N.W. – Fifth Floor  
Flour Mills Building  
Washington D.C. 20007  
Fax: (202) 965-1729  
Attention: Henry A. Solomon, Esq.



(b) If to Buyer:

Diversified Communications  
121 Free Street, 5<sup>th</sup> Floor  
Portland, ME 04101  
Fax: (207) 842-5405  
Attention: David H. Lowell

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

Goodwin Procter LLP  
53 State Street  
Boston, MA 02109  
Fax: (617) 523-1231  
Attention: Robert P. Whalen, Jr.

23. Headings.

The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

24. Counterparts.

This Agreement may be executed in one or more counterparts, which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. Amendment.

Any amendment, modification or change of this Agreement or waiver with respect to this Agreement shall be effective as to Seller and Buyer only if made in writing and signed by Seller and Buyer.

26. No Party Deemed Drafter.

No party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year of the last signature affixed below.

ATLANTIC MEDIA GROUP, INC.  
("Seller")

Date: July 19, 2005

By: Albert D. Ervin

Name: Albert D. Ervin

Title: President

DIVERSIFIED COMMUNICATIONS  
("Buyer")

Date: July \_\_, 2005

By: \_\_\_\_\_

Name: David H. Lowell

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year of the last signature affixed below.

ATLANTIC MEDIA GROUP, INC.  
("Seller")

Date: July \_\_, 2005

By: \_\_\_\_\_  
Name:  
Title:

DIVERSIFIED COMMUNICATIONS  
("Buyer")

Date: July 19, 2005

By: David H. Lowell  
Name: David H. Lowell  
Title: President and Chief Executive Officer