

## **WAIVER REQUEST**

HMW, Inc. (“Licensee”), licensee of commercial television station WPME(TV), Lewiston, Maine, Facility ID No. 48408 (“Station”) respectfully requests a waiver of Section 73.3518 (“Section 73.3518”) of the rules of the Federal Communications Commission (“Commission” or “FCC”) to permit the filing of the instant application (“MPS Media Application”) seeking Commission consent to assign the Station’s licenses to MPS Media of Portland License, LLC (“MPS Media”) while an application (“Bluenose Application”) seeking FCC consent to assign the Station’s licenses to Bluenose Television of Portland, LLC (“Bluenose”) remains on file with the Commission.<sup>1</sup> As set forth below, permitting Licensee an opportunity to obtain FCC consent for the assignment of the Station to MPS Media and to consummate that assignment while the Bluenose Application remains on file will serve the public interest by facilitating the prompt sale of the Station in order to benefit the creditors of Pegasus Satellite Communications, Inc. (“PSC”), the ultimate parent of Licensee. In addition, the sale to MPS Media will comply with the directive of the United States Bankruptcy Court for the District of Maine (“Bankruptcy Court”) charged with jurisdiction over liquidating the PSC Assets (as defined below) pursuant to chapter 11 of title 11 of the United States Code (“Bankruptcy Code”).<sup>2</sup>

On July 6, 2006, in accordance with an asset purchase agreement (“Agreement”) with Bluenose, Licensee and Bluenose filed the Bluenose Application. The Bluenose Application was placed on public notice on July 12, 2006 and currently remains pending. The Agreement involved, and the Bluenose Application is related to, the liquidation of the assets, including the Station’s licenses (such assets collectively, the “PSC Assets”), of Licensee, PSC, and certain of PSC’s subsidiaries, pursuant to Sections 363 and 365 of the Bankruptcy Code and the liquidating trust agreement approved by the Bankruptcy Court on April 15, 2005. On August 7, 2006, an auction was conducted in accordance with Bankruptcy Code pursuant to which MPS Media submitted a higher offer for purchase of the PSC Assets than Bluenose. On August 14, 2006, the Bankruptcy Court issued an order (“Order”) approving MPS Media as the winning bidder of, and Bluenose as the backup bidder of, the PSC Assets. A copy of the Order is enclosed herewith.

The Order requires that the bid by Bluenose to purchase the PSC Assets remain open until October 13, 2006 (*i.e.*, 60 days after entry of the Order). In addition, consistent with the Order, Section 3.1(b) of the Agreement requires that Licensee seek a waiver of Section 73.3518

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<sup>1</sup> Section 3.1(b) of the asset purchase agreement with Bluenose requires Licensee to file a request for waiver of Section 73.3518 to enable the Bluenose Application to remain on file with the FCC if Bluenose is not selected as the winning bidder of the Station’s assets by the United States Bankruptcy Court for the District of Maine (“Bankruptcy Court”). As explained herein, the Bankruptcy Court approved MPS Media as the winning bidder. Accordingly, although not technically required by the Commission’s rules, concurrently herewith, Licensee is filing with the office of the secretary a request to defer action on the Bluenose Application.

<sup>2</sup> On April 19, 2005, the Commission granted an application seeking consent to the pro forma transfer of control of Licensee from Pegasus Communications Corporation, a subsidiary of PSC, to The PSC Liquidating Trust. *See* FCC File No. BTCCT-20050408ADB. This pro forma transfer of control was consummated on May 5, 2005.

if Bluenose is not selected as the winning bidder by the Bankruptcy Court. Accordingly, Licensee respectfully requests a waiver of Section 73.3518 to permit Licensee and MPS Media to file the MPS Media Application while the Bluenose Application remains on file and to defer action on the Bluenose Application. A waiver is in the public interest because it will facilitate the prompt sale of the PSC Assets in order to benefit innocent creditors of PSC in accordance with the Bankruptcy Code and the Order. It is well established that the FCC has a longstanding policy of taking action to benefit innocent creditors of bankruptcy estates.

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>PEGASUS SATELLITE TELEVISION, INC.</b>	)	<b>Case No. 04-20878</b>
	)	
<b>Debtors.</b>	)	<b>(Jointly Administered)</b>
	)	

**ORDER PURSUANT TO SECTIONS 105(a), 363, 365,  
AND 1146(c) OF THE BANKRUPTCY CODE (i) AUTHORIZING  
THE SALE OF THE PURCHASED ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER  
INTERESTS; (ii) APPROVING ASSET PURCHASE AGREEMENTS;  
AND (iii) APPROVING THE ASSIGNMENT OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE**

Upon the motion (the "Sale Motion") dated June 15, 2006, of Pegasus Satellite Communications, Inc., Pegasus Broadcast Television, Inc., WTLH License Corporation, WDSI License Corporation, WOLF License Corporation, HMW, Inc., Pegasus Broadcast Associates, L.P. – each a Reorganized Debtor in the above-captioned chapter 11 case (collectively, the "Debtor Sellers") – the Liquidating Trustee of The PSC Liquidating Trust, and non-debtors WGFL License Corporation and WGFL Corporation (collectively, the "Non-Debtor Sellers")<sup>1</sup> for entry of an order pursuant to sections 105(a), 363(b), 365 and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving (i) the sale (the "Sale") of the Purchased Assets<sup>2</sup> free and clear of all Encumbrances (defined below), other than Permitted Encumbrances, to CP Media, LLC and MPS Media of Portland LLC (collectively, the "Buyers"),

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<sup>1</sup> WGFL License Corporation and WGFL Corporation are non-debtor affiliates of the Reorganized Debtors.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreements (defined below). The Purchased Assets subject to the Agreements include assets of the Debtor Sellers (the "Purchased Debtor Assets") as well as assets of the Non-Debtor Sellers.

and (ii) the assignment to the Buyers of the contracts and leases listed on Exhibit F to the Sale Motion, as amended (the “Assigned Contracts and Leases”), all as described in the Sale Motion; and this Court having reviewed the Sale Motion, the Asset Purchase Agreement dated August 7, 2006, by and among the Debtor Sellers, the Non-Debtor Sellers (the Debtor Sellers and Non-Debtor Sellers are collectively referred to as the “Sellers”) and CP Media, LLC (the “Broadcasting Agreement”), and the Asset Purchase Agreement dated August 7, 2006, by and among Pegasus Broadcast Television, Inc., HMW, Inc., and MPS Media of Portland LLC (together with the Broadcasting Agreement, the “Agreements”); and upon this Court’s prior order, dated June 29, 2006, approving the Bidding Procedures (the “Bidding Procedures Order”); and due notice of the Sale Motion, the Bidding Procedures Order and the auction conducted in connection therewith (the “Auction”) having been given to all parties entitled thereto; and the Auction having been held on August 7, 2006; and a hearing on the Sale (the “Sale Hearing”) having been held on August 8, 2006;

**NOW, THEREFORE**, upon the entire record of the Sale Hearing and these cases, and after due deliberation thereon and good cause appearing therefor

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. This Court has jurisdiction over the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and over the Purchased Debtor Assets pursuant to the First Amended Plan of Reorganization (the “Plan”) and confirmation order (the “Confirmation Order”) entered in the Reorganized Debtors’ chapter 11 cases. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), 365 and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

C. Proper, timely, adequate and sufficient notice of the Sale Motion and the relief requested therein, the Auction, the Sale Hearing, the Sale, the assignment of the Assigned Contracts and Leases, and related transactions described in the Agreements (all such transactions are hereafter collectively referred to as the 'Sale Transaction') has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, and in compliance with the Bidding Procedures Order, to all interested persons and entities. Such notice constitutes good and sufficient notice of the Sale Motion, the Auction and the Sale Hearing, and was appropriate under the circumstances. No other or further notice of the Sale Motion, the relief requested therein and all matters relating thereto, the Auction, the Sale Hearing, the Sale Transaction or entry of this Order is or shall be required.

D. As demonstrated by (i) the Sale Motion, (ii) the testimony and/or other evidence proffered or adduced at the Sale Hearing, and (iii) the representations of counsel made on the record at the Sale Hearing, the Sellers have adequately marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order.

E. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to bid for the Purchased Assets and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein.

F. The Sellers have full corporate power and authority to consummate the Sale Transaction pursuant to the Agreements, and to consummate all other documents

contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreements, are required for the Sellers to consummate the Sale Transaction.

G. The Sellers have demonstrated good, sufficient, and sound business purpose and justification for the Sale pursuant to section 363(b) of the Bankruptcy Code. The terms and conditions of the Agreements are fair and reasonable. The Agreements represent the highest or otherwise best offer received by the Sellers for the Purchased Assets, and will provide a greater recovery for the Debtor Sellers' creditors than would be provided by any other practical use of the Purchased Debtor Assets. Approval of the Agreements and consummation of the Sale Transaction are in the best interests of the Debtor Sellers, their creditors, their estates, The PSC Liquidating Trust (the "Liquidating Trust") and its beneficiaries, and other parties-in-interest.

H. The Agreements were negotiated, proposed and entered into by and among the Sellers and the Buyers without collusion, in good faith, and from arm's-length bargaining positions. Neither the Sellers nor the Buyers have engaged in any conduct that would cause or permit the avoidance of the Agreements or of the consummation of the Sale Transaction, or the imposition of costs or damages under section 363(n) of the Bankruptcy Code.

I. The transactions contemplated by the Agreements are undertaken by the Buyers and the Sellers at arm's length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of section 363(m) of the Bankruptcy Code with regard to the sale of the Purchased Debtor Assets.

J. The consideration provided by the Buyers for the Purchased Assets pursuant to the Agreements is fair and reasonable, and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

K. The Sellers have demonstrated that assigning the Assigned Contracts and Leases pursuant to the Agreements is an exercise of their sound business judgment and is in the best interests of the Debtor Sellers, their estates, the Liquidating Trust and its beneficiaries, and other parties-in-interest.

L. The Buyers have provided adequate assurance of their future performance under the Assigned Contracts and Leases within the meaning of sections 365(b) and (f) of the Bankruptcy Code.

M. Any non-Seller party to an Assigned Contract or Lease that has not objected to the assignment to the Buyers of that agreement, or that has withdrawn its objection, is deemed to have consented to the assignment of such Assigned Contract or Lease.

N. The Purchased Assets constitute property of the Debtor Sellers' estates or of the Non-Debtor Sellers, as the case may be. The transfer of the Purchased Assets to the Buyers will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Buyers with all right, title, and interest of the Sellers in, to and under the Purchased Assets, including all right, title, and interest of the Debtor Sellers in, to and under the Purchased Debtor Assets free and clear of all Liens (as defined in the Agreements), claims (including claims arising under the Assigned Contracts and Leases on or prior to the Closing), encumbrances and other interests arising on or prior to the Closing (collectively, "Encumbrances"), other than Permitted Encumbrances.

O. The Debtor Sellers may sell the Purchased Debtor Assets free and clear of all Encumbrances, except as expressly provided in the Agreements, because one or more of the standards set forth in section 363(f)(1) – (5) have been satisfied with regard to each such Encumbrance. Those non-Seller parties with Encumbrances or adverse claims in or with respect

to the Purchased Debtor Assets that did not object, or that withdrew their objections to the Sale Transaction or the Sale Motion, are deemed to have consented to the sale of the Purchased Debtor Assets free and clear of those non-Seller parties' Encumbrances in the Purchased Debtor Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

P. The transfer of the Purchased Assets to the Buyers (i) does not constitute an avoidable transfer under the Bankruptcy Code or under applicable bankruptcy or non-bankruptcy law and (ii) except as expressly set forth in the Agreements, does not and will not subject the Buyers to any liability whatsoever with respect to the operation of the Sellers' business prior to the closing of the Sale Transaction (the "Closing") or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability.

Q. The Buyers have provided the Sellers with a \$2,500,000 deposit (the "Deposit") in accordance with the Agreements, which Deposit is currently being held by an escrow agent pursuant to the Agreements.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

**General Provisions**

1. The Sale Motion is hereby approved to the extent provided in this Order.
2. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any



finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

3. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice.

4. The bid of the Buyers is hereby approved as the highest and best offer at the Auction for the Purchased Assets (the “Winning Bid”). The bid of MM Broadcasting, LLC (“MM Broadcasting”) and Bluenose Television of Portland LLC (“Bluenose”) (the “Backup Bidders”) is hereby approved as the second highest and best bid (the “Backup Bid”) and shall remain open for sixty (60) days following the entry of this Sale Order or the closing of the Agreements, whichever is earlier. If the Buyers fail to consummate the sale of the Purchased Assets because of a breach or failure to perform on the part of such Buyers, the Backup Bid shall be automatically deemed to be the successful bid and the Backup Bidders shall be obligated to consummate the transaction in accordance with the Backup Bid if the Backup Bid remains open. The Sellers and the Backup Bidders may consummate such a Sale without further order of the Bankruptcy Court pursuant to the terms of the agreements between the Sellers and the Backup Bidders as the same may have been amended at the Auction. In the event the Agreements fail to close, this Sale Order shall apply in all respects to the agreements between the Sellers and the Backup Bidders and all references in this Sale Order to “Buyers” and “Agreements” shall be deemed to refer and apply to the Backup Bidders and the agreements between the Sellers and the Backup Bidders.

5. All amounts to be paid to MM Broadcasting and Bluenose pursuant to the Bidding Procedures Order or to the Asset Purchase Agreement dated June 15, 2006, by and among the Sellers and MM Broadcasting, LLC and the Asset Purchase Agreement dated June 15, 2006, by and among Pegasus Broadcast Television, Inc., HMW, Inc., and Bluenose Television of Portland LLC (collectively, the "Stalking Horse Agreements") shall be paid pursuant to the terms set forth in the Bidding Procedures Order and the Stalking Horse Agreements if and when any such obligations of the Sellers arise under the Bidding Procedures Order and the Stalking Horse Agreements without any further order of this Court.

#### **Approval of the Agreements**

6. The Sale Transaction and all of the terms and conditions and transactions contemplated by the Agreements are hereby authorized and approved pursuant to sections 105(a), 363(b) and 365 of the Bankruptcy Code.

7. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor Sellers are authorized and directed to sell the Purchased Debtor Assets to the Buyers upon the terms and subject to the conditions set forth in the Agreements.

8. The Sellers and the Liquidating Trustee of The PSC Liquidating Trust are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Agreements, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreements and effectuate the provisions of this Order and the transactions approved hereby, and to take all further actions as may be reasonably requested by the Buyers for the purpose of assigning, transferring, granting, conveying and conferring to the Buyers, or reducing to possession, the Purchased Assets, or as

may be necessary or appropriate to the performance of the Sellers' obligations as contemplated by the Agreements.

9. As promptly as practicable, but no later than ten (10) business days after the entry of this Order, the Sellers shall cause to be prepared and delivered to the Buyers revised schedules to the Agreements detailing any changes to the subject matter of the Schedules subsequent to the execution of the Agreements. If the Buyers disagree with the Sellers' revisions to the Schedules, the Buyers may, within ten (10) business days after delivery of the revised Schedules, deliver a notice to the Sellers disagreeing with the revisions and specifying those items or amounts as to which the Buyers disagree, and the Buyers shall be deemed to have agreed with all other items and amounts contained in the revised Schedules. The Buyers and Sellers shall, and shall cause their respective representatives to, cooperate and assist in the preparation of revised Schedules acceptable to the Sellers and the Buyers.

10. The Sellers and the Buyers may agree, in writing and in their sole discretion, to waive or extend any deadline or time period set forth in the Agreements without the need to obtain further court approval.

11. Schedule 5.14 to the Broadcasting Agreement is hereby amended to include the contract between Pegasus Broadcast Television, Inc. and Steven Kovacs dated January 2, 2003 as a Material Contract.

#### **Transfer of the Purchased Assets**

12. Except as expressly provided in the Agreements, upon the Closing the Purchased Debtor Assets shall be transferred to the Buyers free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with all such Encumbrances to attach to the net proceeds of the Sale Transaction

attributable to the Purchased Debtor Assets with the same validity, priority, force and effect as such Encumbrances had upon the Purchased Debtor Assets immediately prior to the Closing, subject to any claims and defenses, setoffs or rights of recoupment the Sellers may possess with respect thereto.

13. The transfer of the Purchased Assets to the Buyers pursuant to the Agreements constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Buyers with all right, title, and interest of the Sellers in and to the Purchased Assets, including good and marketable title to the Purchased Assets.

14. Except as expressly provided in the Agreements, all persons and entities (and their respective successors and assigns) including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Encumbrances (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) against, in or with respect to the Debtor Sellers and/or the Purchased Debtor Assets and arising under or out of, in connection with, or in any way relating to the Debtor Sellers, the Purchased Debtor Assets, the operation of the Debtor Sellers' business prior to the Closing, or the transfer of the Purchased Debtor Assets to the Buyers, hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' Encumbrances against the Buyers and/or their Affiliates, except as otherwise expressly provided in the Agreements.

15. The Buyers are not acquiring or assuming any of the Sellers' or any other Person's Liabilities except as expressly provided in the Agreements, and in no event shall the Buyers have any Liability or responsibility for any Liability of the Sellers not included in the Assumed Liabilities as defined in the Agreements.

16. All Persons are hereby enjoined from taking any action against the Buyers or any Affiliates of the Buyers (as they existed immediately prior to the Closing) to recover any claim that such Person has solely against a Debtor Seller or its Affiliates (other than claims related to Assumed Liabilities).

17. The Buyers shall not have any successor or transferee liability, or otherwise be derivatively liable, for liabilities of any Seller or any Subsidiary of a Seller (whether under federal or state law or otherwise) as a result of the sale, purchase, transfer or assignment of the Purchased Assets.

18. The sale of the Purchased Assets to the Buyers pursuant to the Agreements will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code, the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

19. The Debtor Sellers and the Liquidating Trustee of The PSC Liquidating Trust are hereby authorized and directed, in accordance with section 365 of the Bankruptcy Code, and subject to the terms of the Agreements, to (a) assign to the Buyers, and have the Buyers accept assignment of, the Assigned Contracts and Leases and (b) execute and deliver to the Buyers such documents or other instruments as may be necessary to assign and transfer to the Buyers such Assigned Contracts and Leases. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Assigned Contracts and Leases from the Debtor Sellers to the Buyers (a) the Buyers shall have all of the rights of the Debtor Sellers thereunder and each provision of such Assigned Contracts and Leases shall remain in full force and effect for the benefit of the Buyers notwithstanding any provision in any such Assigned Contract or Lease or in applicable law that prohibits, restricts or limits in any way any such assignment or

transfer and (b) no Assigned Contract or Lease may be terminated, or the rights of any party modified in any respect, including pursuant to any “change of control” clause, by any other party thereto as a result of the transactions contemplated by the Agreements.

20. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyers as a result of the assignment of the Assigned Contracts and Leases, and the validity of the assignment and sale to the Buyers of the Assigned Contracts and Leases shall not be affected by any dispute between any Debtor Seller and another party to an Assigned Contract or Lease regarding the payment of a “cure” amount pursuant to section 365(b) of the Bankruptcy Code. All parties to the Assigned Contracts and Leases are forever barred and enjoined from raising or asserting against the Buyers any assignment fee, default or breach under, or any claim or pecuniary loss, or condition to assignment, arising under or related to those Assigned Contracts and Leases existing as of the Closing or arising by reason of the Closing.

21. The Buyers shall not be liable for any claims of the non-Seller parties to the Assigned Contracts and Leases in respect of any claim or breach of an Assigned Contract or Lease that accrued prior to the Closing.

22. The Sellers shall not have any Liability for any obligations under the Assigned Contracts and Leases upon and after the Closing pursuant to section 365(k) of the Bankruptcy Code other than with respect to the Liabilities not included in Net Working Capital at the time of the Closing, as defined and described in the Agreements.

23. The transfer of the Purchased Assets pursuant to the Sale Transaction is a transfer pursuant to the Plan and necessary for the consummation of the Plan and, accordingly, shall not be taxed and/or shall not be subject to any tax under any federal, state, local, municipal

or other law imposing or claiming to impose a Transfer Tax or any other similar tax on any of the Sellers' transfers or sales of real estate, personal property or other assets owned by the Sellers or transferred in connection with the Sale Transaction pursuant to section 1146(c) of the Bankruptcy Code. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Purchased Assets, all without imposition or payment of any stamp tax, transfer tax, or similar tax.

24. All obligations of the Sellers relating to Taxes, whether arising under law, by the Agreements, or otherwise, shall be fulfilled by the Sellers.

#### **Additional Provisions**

25. The Buyers are hereby granted the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code with regard to the sale of the Purchased Debtor Assets. Accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction to the Buyers, unless such authorization is duly stayed pending such appeal.

26. All amounts to be paid to the Buyers pursuant to the Agreements shall constitute administrative expenses under sections 503(b) and 507(a)(1) of the Bankruptcy Code, and shall be immediately payable if and when any such obligations of the Sellers arise under the Agreements without any further order of this Court.

27. No bulk sales law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Agreements, the Sale Motion or this Order.

28. Prior to or upon the Closing of the Sale Transaction, each of the Sellers' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their interests, if any, in the Purchased Assets as such interests may have been recorded or may otherwise exist.

29. Except as expressly provided in the Agreements, this Order (a) shall be effective as a determination that, upon the Closing, all Encumbrances existing with respect to the Debtor Sellers and/or the Purchased Debtor Assets prior to the Closing have been unconditionally released, discharged and terminated as to the Buyers and the Purchased Debtor Assets, and that the conveyances described herein have been effected, and (b) shall be binding upon all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

30. Each and every federal, state, and local governmental agency, department or office is hereby directed to accept this Order and any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreements.

31. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing interests with respect to the Sellers and/or the Purchased Assets that have been released pursuant to this Order, the Plan or the Confirmation Order shall not have delivered to the Sellers prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements,



instruments of satisfaction, releases of all interests which the person or entity has with respect to the Sellers, the Purchased Assets or otherwise, then (a) the Buyers and/or Sellers are hereby authorized (and, in the case of the Sellers, directed) to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Buyers and/or the Sellers are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances in, against or with respect to the Debtor Sellers and/or the Purchased Debtor Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, and local governmental agency, department, or office.

32. All entities that are presently, or on the Closing may be, in possession of some or all of the Purchased Debtor Assets are hereby directed to surrender possession of the Purchased Debtor Assets to the Buyers upon the Closing.

33. Except as otherwise set forth in the Agreements to the contrary with respect to the Purchase Price adjustments set forth in Sections 2.4 and 2.5 of the Broadcasting Agreement, this Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Agreements, the Bidding Procedures Order, and this Order in all respects; provided, however, that in the event this Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

34. The terms and provisions of the Agreements and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Sellers, the Debtor Sellers' estates, their creditors, their shareholders, the Liquidating Trustee of The PSC Liquidating Trust, the beneficiaries of the Liquidating Trust, the Buyers, and any of such parties' respective affiliates, designees, successors, and assigns, and shall be binding in all respects upon any affected third parties notwithstanding any subsequent appointment of any trustee(s), examiner(s), or receiver(s) under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Sellers, the Debtor Sellers' estates, their creditors, their shareholders, the Liquidating Trustee of The PSC Liquidating Trust, or any other trustee(s), examiner(s), or receiver(s).

35. The failure specifically to include any particular provision of the Agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Agreements be authorized and approved in their entirety.

36. The Agreements and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor Sellers' estates or the Liquidating Trust.

37. This Order shall be effective and enforceable immediately upon its entry, and its provisions shall be self-executing. The provisions of this Order are non-severable and mutually dependent.

38. As provided by Bankruptcy Rule 7062, and notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be automatically stayed, but shall be effective and enforceable immediately upon the signing of this Order.

Dated: August 14\_, 2006  
Portland, Maine

/s/ James B. Haines, Jr.  
HONORABLE JAMES B. HAINES, JR.  
UNITED STATES BANKRUPTCY JUDGE