

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of February 18, 2009, between PMCM TV, LLC, a New Hampshire limited liability company ("Buyer"), and Two Ocean Broadcasting Company, a Nevada corporation ("Seller").

WHEREAS, Seller holds the authorizations for television broadcast station KJWY(TV)/KJWY-DT, Jackson, Wyoming (the "Station"), issued by the Federal Communications Commission (the "FCC"), which Station is assigned FCC Facility ID Number 1283; and

WHEREAS, Seller desires to sell the Station Assets (as hereinafter defined) and Buyer desires to acquire the Station Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
SALE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined in Article 4), Seller shall sell, assign, and deliver to Buyer, and Buyer shall acquire, assume and receive from Seller, all of the right, title and interest of Seller in and to certain assets, properties, interests and rights that are used in the operation of the Station (the "Station Assets") as follows:

(a) licenses, permits and other authorizations issued to Seller by the FCC (the "FCC Licenses"), described in Schedule 1.1(a);

(b) certain control room and production equipment, transmitter, antennae, cables, and other tangible personal property (the "Tangible Personal Property"), described in Schedule 1.1(b);

(c) the leases for real property, tower and buildings used in the operation of the Station (the "Leased Real Property"), to be assumed by Buyer at Closing (the "Real Property Leases"), described in Schedule 1.1(c);

(d) contracts and agreements in connection with the business and operations of the Station described in Schedule 1.1(d) (the "Contracts");

(e) the Station's call letters to the extent permitted by the FCC; and

(f) the Station's local FCC public inspection file.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (the "Excluded Assets"):

- (a) all cash and cash equivalents of Seller;
- (b) accounts receivable arising from the operation of the Station prior to the Closing or during the term of the LMA (as defined in Section 13.1(d) below) after the Closing;
- (c) any property, rights or other assets of any type or nature not specifically listed as included in the Station Assets in Section 1.1; and
- (d) and pension, 401(k), profit sharing and savings plans and trusts and any other "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and any assets thereof.

1.3 Purchase Price.

- (a) Purchase Price. The purchase price to be paid for the Station Assets will be One Million Dollars (\$1,000,000.00), as adjusted pursuant to Sections 3.1 and 3.2 hereof (the "Purchase Price").
- (b) Deposit. Upon the execution of this Agreement, Buyer shall deliver to the law firm of Luvaas Cobb, as Escrow Agent, the sum of Fifty Thousand Dollars (\$50,000) by wire transfer of immediately available funds (the "Deposit"), to be held pursuant to an Escrow Agreement executed by Seller, Buyer and Escrow Agent contemporaneously with the execution of this Agreement. Should this Agreement be terminated prior to the Closing, the Deposit shall be treated as set forth in Section 15 below.
- (c) Method of Payment. At Closing, the Deposit shall be delivered by Escrow Agent to Seller and credited against the Purchase Price payment due from Buyer, and the balance of the Purchase Price shall be delivered by Buyer to Seller by wire transfer of immediately available funds.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

On the Closing Date, Buyer shall assume the obligations of Seller arising after the Closing under the Real Property Leases and the Contracts (the "Assumed Obligations"), and all obligations arising from the business or operation of the Station after the Closing. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the "Excluded Assets"), specifically including, without limitation:

- (i) any liability or obligation of Seller arising out of any Contract Buyer does not assume under Section 1.1(d);
- (ii) any liability or obligation of Seller arising out of or relating to any pension, 401(k), employee benefit, retirement or profit sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");
- (iii) any obligation to continue to offer employment to any employee of Seller; and

- (iv) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability.

ARTICLE 3 ADJUSTMENTS, ETC.

3.1 Prorations and Adjustments. Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. on the Closing Date. Such prorations shall include, without limitation, all ad valorem and other taxes, business and license fees, rents, utilities (if paid separately by Seller under the Real Property Lease), FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 3.1 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within ninety (90) calendar days after the Closing Date. Prorated amounts agreed upon at the Closing shall be reflected as an adjustment to the Purchase Price to be paid at the Closing. Promptly following agreement or final determination regarding the prorations contemplated by this Section 3.1, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

3.2 DTV Transmitter Cost Reimbursement. The Purchase Price shall be adjusted upward at Closing to reimburse Seller for its actual past expenditures in connection with the Station's digital transmitter, in an amount equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00).

3.3 Allocations. Prior to the Closing, an allocation of the purchase price among the Station Assets shall be determined by mutual agreement of the parties. Filings under Section 1060 of the Internal Revenue Code of 1986, as amended, shall be made consistent with such allocation.

ARTICLE 4 THE CLOSING

Subject to satisfaction or waiver of the conditions set forth in Articles 10 and 11 below, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within ten (10) business days after the FCC grants its consent to assignment of the FCC Licenses to Buyer (the "FCC Consent") having become a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur within ten (10) business days after the later of either the grant of FCC Consent or written notice by Buyer to Seller of such waiver. The Closing shall be held at a place mutually agreed upon by the parties, subject to satisfaction or waiver of the conditions to the Closing contained herein, but in no instance shall the Closing occur prior to grant of FCC Consent. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing

any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

ARTICLE 5 GOVERNMENTAL CONSENTS

5.1 FCC Application. Within two (2) days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable. Seller shall take all action required under FCC rules to give timely public notice of the filing of the FCC Application. To the extent that renewal of the Station's FCC License is still pending due to unresolved complaints against the Station, and such pending renewal is blocking the grant of the FCC Application, Seller agrees to immediately pursue a grant of the renewal, including, but not limited to, negotiating and entering into a tolling agreement with the FCC regarding such unresolved complaints.

5.2 General. Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

6.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of New Hampshire. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.2 Authorization. The execution, delivery and performance of this Agreement by Buyer have been or will be duly authorized and approved by all necessary limited liability company action of Buyer. This Agreement is, and each other document when executed and delivered by Buyer will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and any other instrument or agreement hereunder, nor the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof, will: (i) conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject or, (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 No Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

6.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. Buyer warrants specifically that it either has sufficient cash on hand or has obtained commitments from qualified lending sources to consummate this transaction.

6.6 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened, against Buyer relating to or affecting this Agreement or the transactions contemplated hereby, nor, to Buyer's knowledge, is there a basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Nevada. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.2 Authorization. The execution, delivery and performance of this Agreement by Seller have been or will be duly authorized and approved by all necessary corporate action of Seller. This Agreement is, and each other document when executed and delivered by Seller will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 Absence of Conflicting Agreements or Required Consents. Except as with respect to FCC and other governmental consents, the execution, delivery and performance of this

Agreement and the consummation of the transactions contemplated hereby by Seller: (a) do not and will not require the consent of any third party; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which Seller or the Station Assets are bound; (c) subject to release of existing liens (as described in Section 7.7 hereof) prior to or simultaneously with Closing, if any, do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any lease, contract, agreement, instrument, license or permit to which either Seller or the Station Assets are now subject; and (d) do not and will not result in the creation of any lien, charge, security interest, or encumbrance on any of the Station Assets.

7.4 FCC Authorizations.

(a) Schedule 1.1(a) contains a complete list of the FCC Licenses. Except as otherwise described in Schedule 1.1(a), the FCC Licenses and other licenses, permits and authorizations listed in Schedule 1.1(a) are held by Seller, and have been issued for the full term customarily issued to broadcast stations in the State of Nevada. Schedule 1.1(a) contains a complete list of any renewal application(s) presently accepted for filing by the FCC for the Station.

(b) All reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Station or the Assets have been timely filed. All such reports and filings are accurate and complete and from the date hereof to the Closing all reports required to be filed will be accurate, complete and filed on a timely basis. Seller maintains appropriate public files at the Station as required by FCC rules. Seller is operating only those facilities for which appropriate authorizations have been obtained from the FCC and are in full force and effect (or subject to a renewal application presently accepted for filing by the FCC), and Seller is in compliance with the terms and conditions of such Authorizations, the Communications Act of 1934, and the current rules, regulations and policies of the FCC in all material respects (the "FCC Laws"), and the ordinances, rules, regulations and policies of the State of Nevada.

(c) Except for pending applications for authorizations disclosed on Schedule 1.1(a), to the knowledge of Seller, there are no applications, complaints or proceedings pending or threatened before the FCC relating to the operation of the Station, other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station and there is no financial debt or obligation due to the FCC in connection with the Station by any and all entities with taxpayer identification numbers associated with Seller or the Station. Schedule 1.1(a) contains a complete list of, and accurately describes, to Seller's knowledge, any complaints pending before the FCC related to the Station, and any FCC letter of inquiry, notice of apparent liability, or forfeiture order currently pending against Seller relating to the Station.

(d) Seller's digital broadcasting facilities have been constructed, and will be conveyed to Buyer at the Closing, in full compliance with the terms and conditions set out in Seller's DTV Construction Permit (FCC File No. BPCDT-19991029AED, as modified by FCC

Permit File No. BMPCDT-20080617ADI) (the “DTV Construction Permit”), as issued and currently outstanding.

7.5 Real Property Leases. Schedule 1.1(c) includes accurate descriptions of the Real Property Leases entered into by Seller for all of the Leased Real Property. Seller has received no notice alleging that the Leased Real Property or the improvements owned by Seller and located on the Leased Real Property (if any) (the “Owned Improvements”) fail to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions. With respect to the Real Property Leases: (i) each lease is in full force and effect, to the extent described in Schedule 1.1(c), (ii) all accrued and currently payable rents and other payments required under each lease to be paid by Seller have been paid, (iii) Seller is in peaceable possession of the applicable Leased Real Property, and (iv) neither Seller nor, to Seller’s knowledge, any other party thereto is in default under the leases.

7.6 Contracts. Schedule 1.1(d) accurately describes all contracts, agreements, powers of attorney, guaranties, surety arrangements or other commitments related to the operation of the Station, to which Seller is a party and which will be assumed by Buyer at the Closing. Seller has provided to Buyer true copies of all Contracts described on Schedule 1.1(d) and all amendments, modifications, extensions and renewals thereof. Seller is not in violation or breach of any of the terms, conditions or provisions of any Contract. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised by Seller. To Seller’s knowledge, no other party thereto is in default or breach under any of the Contracts.

7.7 Title to and Condition of Tangible Personal Property. Seller has title to all Tangible Personal Property, free and clear of all liens and encumbrances, except for security interests, if any, that will be released on or before Closing, and except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof (“Permitted Liens”). The items of Tangible Personal Property listed in Schedule 1.1(b) that are designated as “Studio Equipment” and as “Analog Transmitter/Antenna Equipment” are being sold by Seller “as-is” without representation or warranty as to condition or repair. The items of Tangible Personal Property listed in Schedule 1.1(b) that are designated as “DTV Transmitter/Antenna Equipment” are in new or as-new condition and are of a design and type that are capable of broadcasting a DTV signal in full conformance with Seller’s DTV Construction Permit.

7.8 Compliance With Laws Generally. Seller has operated and is operating the Station in material compliance with all laws, regulations and governmental orders applicable to the Station. Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, in connection with the operation of the Station, and, to Seller’s knowledge, no investigation is pending or threatened regarding any such matter.

7.9 Environmental Matters. In addition, but without limitation, to the representations and warranties set forth elsewhere in this Agreement, Seller is in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the “Environmental Laws”). Seller holds all the permits, licenses and approvals of governmental authorities necessary for occupancy of the Leased Real Property or operation of the Station under applicable Environmental Laws (the “Environmental Permits”).

Seller is in compliance with the Environmental Permits and they are transferable to Buyer without the consent of any governmental entity. To Seller's knowledge, no hazardous or toxic substances have been released, discharged or disposed of on any of the Leased Real Property. To Seller's knowledge, there are no quantities or concentrations of hazardous or toxic substances present at, on or under the Leased Real Property that would pose an unacceptable risk to human health or the environment under any Environmental Law. To Seller's knowledge, no litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of hazardous or toxic substances is pending or, to Seller's knowledge threatened against the Station or Seller.

7.10 Taxes. Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid with respect to the Station.

7.11 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby or the Station Assets, nor, to Seller's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

7.12 Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

7.13 No Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 8 COVENANTS

8.1 Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) operate the Station consistent with past practice, subject, however, to any other covenants and obligations of Seller contained in this Agreement;

(b) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Station Assets unless those assets are replaced in the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) (the "Ordinary Course of Business") consistent with past Seller practices with assets of equal or greater value;

(c) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted);

(d) obtain any required consents under the Real Property Leases or Contracts to assign such agreements to Buyer; and

(e) furnish Buyer with access to the Station during normal business hours, at times mutually agreeable to Buyer and Seller.

8.2 Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 6.5 above, and the accuracy of the other Representations and Warranties of Buyer set forth in Article 6 herein;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction; and

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

ARTICLE 9 JOINT COVENANTS

Seller and Buyer hereby covenant and agree that between the date hereof and the Closing:

9.1 Cooperation. Each party shall cooperate fully with one another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein. The parties shall coordinate efforts to secure a new lease for the Station's studio to replace the month-to-month arrangement, either with the new lease to be in the name of Buyer and effective upon Closing, or to be executed by Seller before Closing with the landlord's express consent to the assignment of such lease by Seller to Buyer at the Closing.

9.2 Control of Station. Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations, including complete control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Seller until the Closing.

9.3 FCC DTV Applications. As soon as reasonably practicable after the execution of this Agreement, Seller shall file a request with the FCC for special temporary authorization to flash-cut broadcast operations of the Station from analog to digital (the "STA Application") on Channel 2. Also, as soon as reasonably practicable, Seller shall file an application for a license to cover the DTV Permit (the "DTV License Application"). Buyer shall provide legal and technical assistance in the preparation of the DTV License Application, and shall pay and be responsible for reimbursing Seller for any and all costs, fees and expenses in preparing, filing

and prosecuting the DTV License Application with the FCC. After grant by the FCC of the DTV License Application, upon request by Buyer Seller shall file with the FCC applications for permission to make technical changes to the Station's DTV facilities as specified by Buyer, and Buyer shall pay and be responsible for reimbursing Seller for any and all costs, fees and expenses in preparing, filing and prosecuting such applications with the FCC.

9.4 Publicity. All press releases and other announcements, whether written or oral, to be made by either party with respect to the transactions contemplated by this Agreement, shall be subject to the agreement of the parties prior to the dissemination thereof; provided, however, that either party may make any announcement required by applicable law.

ARTICLE 10 CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

10.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

10.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

10.3 Closing Deliveries. Buyer shall have made each of the deliveries contemplated by Section 13.2 hereof.

ARTICLE 11 CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

11.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

11.2 Governmental Consents. The FCC Consent shall have been obtained and the DTV License Application shall have been granted, both shall be in full force and effect and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

11.3 Closing Deliveries. Seller shall have made each of the deliveries contemplated by Section 13.1 hereof.

ARTICLE 12
EXPENSES

Except as otherwise expressly set forth otherwise elsewhere in this Agreement, and except that filing fees with respect to the FCC Application shall be paid equally by Seller and Buyer, each party shall be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

ARTICLE 13
DELIVERIES AT CLOSING

13.1 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) consents of landlords and counterparties if required under the Real Property Leases and Contracts for assignment of such agreements to Buyer;
- (b) such bills of sale, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof;
- (c) a signed rescission agreement with reasonable commercial terms if Buyer elects to waive the condition in Section 11.2 that the FCC Consent shall have become a Final Order;
- (d) a signed Local Marketing Agreement (the "LMA"), in the form attached hereto as Exhibit A, pursuant to which Seller, to the extent permitted by and subject to the FCC Laws, shall continue to program the Station's primary DTV channel (but excluding the Station's ancillary DTV channels) after the Closing.

13.2 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

- (a) such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Real Property Lease and any other Assumed Obligations;
- (b) the Purchase Price, less the Deposit, and as adjusted pursuant to Section 3.1 hereof;
- (c) a signed rescission agreement with reasonable commercial terms if Buyer elects to waive the condition in Section 11.2 that the FCC Consent shall have become a Final Order; and

(d) a signed LMA.

ARTICLE 14
SURVIVAL; INDEMNIFICATION.

14.1 Survival. The indemnification obligations of Seller contained in Section 14.2(a)(ii) and Buyer under 14.2(b)(ii) and 14.2(b)(iii) hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for two (2) years after the Closing. Claims made under this Article 14 that relate to Damages (as defined below) for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

14.2 Indemnification.

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from: (i) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (ii) the business or operation of the Station before the Closing.

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (i) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; (ii) the failure of Buyer to perform and discharge the Assumed Obligations; and (iii) the business or operation of the Station after the Closing.

(c) Indemnification by the Seller of the Buyer's Damages and indemnification of the Buyer of the Seller's damages shall only be made if the net of Buyer's Damages or Seller's Damages, as the case may be (exclusive of attorney's fees and expenses, and court costs), when offset against each other, exceed Fifty Thousand Dollars (\$50,000), and then shall be limited to only the extent of such net excess up to the total amount of Five Hundred Thousand Dollars (\$500,000).

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose such claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

ARTICLE 15 TERMINATION

15.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC designates the FCC Application for hearing by a written action or denies the FCC Application by Final Order; or

(e) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is six (6) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

The term “Cure Period” as used herein means a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for ten (10) days thereafter.

15.2 Damages/Remedies upon Termination.

(a) The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

(b) Upon termination under Section 15.1 (a), (d), or (e), this Agreement shall be deemed null and void, the Escrow Agent shall disburse the Deposit to Buyer, and neither party will thereafter have any further liability or obligation to the other, except with respect to Article 12..

(c) Upon termination under Section 15.1 (c) due to default of the Seller, this Agreement shall be deemed null and void, the Escrow Agent shall disburse the Deposit to Buyer, and neither party will thereafter have any further liability or obligation to the other, except with respect to Article 12. Upon termination under Section 15.1(b) due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to receive from the Escrow Agent a disbursement of the Deposit as liquidated damages, as Seller’s sole and exclusive remedy for such default.

(d) If this Agreement is terminated pursuant to Section 15.1(c) due to the default of Seller, in lieu of deeming that this Agreement is null and void and receiving a disbursement of the Deposit from the Escrow Agent, Buyer may bring an action for specific performance requiring Seller to fulfill its obligations under this Agreement. Seller acknowledges that the assets of the Station are of a special, unique and extraordinary character and agrees not to object to an action by Buyer seeking specific performance of this Agreement on the grounds that an adequate remedy at law exists.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party.

16.2 Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

16.3 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.4 Governing Law and Exclusive Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Wyoming applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state. The exclusive venue for resolution of any lawsuits or other claims in connection with this Agreement shall be the state or federal courts located in the State of Wyoming, and each party hereto hereby waives any claim that venue in such courts is inconvenient or that the party is not subject to the personal jurisdiction of such courts.

16.5 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller: Two Ocean Broadcasting Company
1790 Vassar
Reno, NV 89502
Attention: Ralph Toddre, President

With a copy to (which shall not constitute notice):
Sunbelt Communications Company
1790 Vassar
Reno, NV 89502
Attention: Douglas Hill, General Counsel

If to Buyer: PMCM TV, LLC
69 West Parish Road
Concord, NH 03301
Attention: Richard Morena, Member

With a copy to (which shall not constitute notice):
Fletcher, Heald & Hildreth PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Harry F. Cole, Esq.

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

16.7 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16.8 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

16.9 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.10 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Section, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

16.11 Attorneys’ Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys’ fees and costs.

16.12 Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

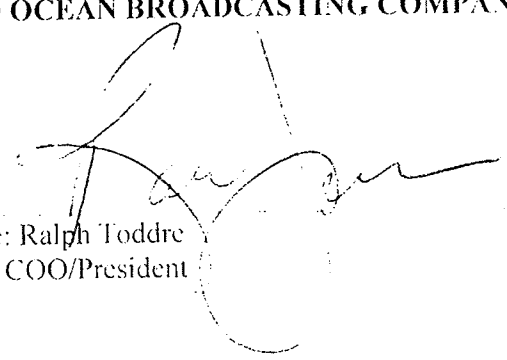
16.13 Good Faith. There shall be an obligation of good faith and fair dealing on the part of each of Seller and Buyer in connection with the transactions contemplated by this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

TWO OCEAN BROADCASTING COMPANY

By: 
Name: Ralph Toddre
Title: COO/President

BUYER:

PMCM TV, LLC

By: _____
Name: Richard T. Morena
Title: CFO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

TWO OCEAN BROADCASTING COMPANY

By: _____

Name: Ralph Toddre

Title: COO/President

BUYER:

PMCM TV, LLC

By: _____

Name: Richard T. Morena

Title: CFO