

ASSET PURCHASE AGREEMENT
BETWEEN
TVC NY LICENSE LLC
AND
ISLAND BROADCASTING COMPANY
dated as of
September 10, 2007

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of September 10, 2007, is entered into by and between TVC NY LICENSE LLC, a Delaware limited liability company ("**Buyer**"), and ISLAND BROADCASTING COMPANY, a New York general partnership ("**Seller**").

PRELIMINARY STATEMENTS

Seller owns and operates, under license from the Federal Communications Commission (the "**FCC**"), low power television station WNYN-LP, Channel 39, New York, New York, which has been assigned FCC Facility Number 74305 (the "**Station**"), including the Broadcasting Assets (as hereinafter defined). Buyer desires to purchase the Broadcasting Assets and Seller desires to sell the Broadcasting Assets to Buyer in accordance with the terms and conditions herein set forth.

Seller also owns and operates the Sharing Stations (as hereinafter defined), which utilize in their operations the tangible personal property listed on Schedule 1-B hereto (the "**Shared Equipment**"). In order to provide Buyer with an interest in the Shared Equipment and induce Buyer to purchase the Broadcasting Assets, Seller will form Island Low Power LLC, a Delaware limited liability company ("**Island LLC**"), the form of articles of organization for which are attached hereto as Exhibit A, which will be operated pursuant to an operating agreement containing the terms attached hereto as Exhibit B and otherwise in form and substance reasonably acceptable to Buyer (the "**Island Operating Agreement**"). Seller shall transfer the Shared Equipment to Island LLC prior to or concurrently with the consummation of the Closing (as hereinafter defined) and shall transfer a 25% ownership interest in Island LLC to Buyer concurrently with the consummation of the Closing.

In consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

ARTICLE I

Definitions

1.1 Defined Terms. As used herein, the following terms have the following meanings:

"**AAA**" has the meaning set forth in Section 13.15 hereof.

"**Affiliate**" means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person, and, if such a Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such individual's immediate family and

any Person who is controlled by any such member or trust. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or partnership or other ownership interests, by Contract or otherwise).

"Agreed Amount" has the meaning set forth in Section 11.5(b)(ii) hereof.

"Agreement" has the meaning set forth in the preamble hereto. For the avoidance of doubt, the term "Agreement" also includes all amendments, supplements or other modifications to this Agreement as entered into from time to time in accordance with the terms hereof.

"Ancillary Agreement" has the meaning set forth in Section 4.2 hereof.

"Assumed Contracts" has the meaning set forth in Section 2.3(b) hereof.

"Assumed Obligations" has the meaning set forth in Section 2.3(b) hereof.

"Broadcasting Assets" means all of the following assets:

(a) all tangible personal property listed on Schedule 1-A hereto including all of Seller's right, title and interest in and to all service agreements, maintenance agreements and express and implied warranties of third parties that are transferable and continue in effect following the Closing with respect to the tangible personal property listed on Schedule 1-A;

(b) all Assumed Contracts, together with all Contracts related to the Station entered into between the date hereof and the Closing as permitted by and subject to the terms of this Agreement that Buyer agrees in writing to assume;

(c) all (i) Licenses, (ii) other Governmental Permits Used by Seller in connection with the Station as of the date hereof and (iii) pending applications for new Governmental Permits relating to the Station, in each case, (A) to the extent transferable and (B) including (x) any additions, renewals and extensions thereto between the date hereof and the Closing as permitted by and subject to the terms of this Agreement and (y) all applications for modification, extension or renewal thereof;

(d) all technical information and data, engineering records, files, logs, studies and FCC correspondence Used by Seller in connection with the Station, and any and all records required by the FCC to be kept by the FCC licensee concerning the Station;

(e) all intellectual property and intangible property rights and interests, including call letters, Used by Seller in connection with the Station as of the date hereof, and those acquired between the date hereof and the Closing, and all of the goodwill, rights, benefits, and privileges associated therewith;

(f) all prepaid rentals, security deposits and other prepaid expenses relating to the Station allocated to Buyer in accordance with Section 2.4 hereof; and

(g) all rights and claims relating to any other Broadcasting Asset or any Assumed Obligation, including all guarantees, warranties, indemnities and similar rights in favor of Seller in respect of any Assumed Obligation.

Notwithstanding the foregoing, the following properties and assets of Seller shall be retained by Seller and shall not be included within the meaning of the term "Broadcasting Assets": the Shared Equipment; cash or cash equivalents; records of Sellers relating to tax matters and corporate or partnership matters, as applicable; insurance policies and rights and claims thereunder; and accounts receivable.

"Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Buyer" has the meaning set forth in the recitals hereto.

"Buyer Group Members" has the meaning set forth in Section 11.2 hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 - 9675, and the regulations thereunder, as in effect from time to time.

"Claim Notice" has the meaning set forth in Section 11.5(b)(i) hereof.

"Claimed Amount" has the meaning set forth in Section 11.5(b)(i) hereof.

"Closing" means the consummation of the transactions contemplated hereby on the Closing Date.

"Closing Date" means the day on which the transactions contemplated by this Agreement are consummated, which shall be at a time and on a date to be selected by Buyer and Seller after the grant of the FCC Consent.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder, as in effect from time to time.

"Communications Act" means the Communications Act of 1934, as amended.

"Communication Laws" means the Communications Act, together with the FCC Rules, as in effect from time to time.

"Contract" means any legally binding agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease or license, whether or not written.

"Controlling Party" has the meaning set forth in Section 11.5(a)(ii) hereof.

"Damages" has the meaning set forth in Section 11.2 hereof.

"Dispute" has the meaning set forth in Section 11.5(b)(ii) hereof.

"Effective Time" means 12:01 a.m. on the Closing Date.

"Encumbrances" means any mortgage, deed of trust, pledge, lien, security interest, charge, option, warrant, purchase right, easement, encumbrance, lease, restriction (whether on voting, sale, transfer, disposition or otherwise, except for restrictions on transfer generally arising under applicable federal or state securities laws), conditional sale or other installment sales agreement, title retention agreement, device or arrangement or transfer for security for the payment of any indebtedness or any other encumbrance affecting any assets or property.

"Environmental Claims" means any and all administrative, regulatory or judicial actions, Orders, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation (written or oral) by any Person (including any Governmental Authority), alleging potential liability (including potential responsibility or liability for enforcement, investigatory costs, cleanup costs, response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising under Environmental Laws, including but not limited to those based on or resulting from (a) the presence, Release or threatened Release of any Hazardous Materials at any location at which Hazardous Materials from Seller's operation of the Station are, or are alleged to be, present, (b) any violation or alleged violation of any Environmental Law or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence, Release or threatened Release by Seller of any Hazardous Materials.

"Environmental Laws" means any applicable statute, enactment, ordinance, rule, regulation, decision, judgment, decree, permit or license, whether local, state, territorial or national, each as in force or effect as of the Closing:

- (a) relating to Releases or threatened Releases of Hazardous Materials into air, water, or land;
- (b) relating to the use, treatment, storage, disposal, handling, manufacturing or shipment of Hazardous Material;
- (c) relating to the regulation of storage tanks; or
- (d) otherwise relating to pollution or protection of human health and the environment.

"Environmental Permits" means all permits, licenses, registrations, approvals and other governmental authorizations required under Environmental Laws.

"Escrow Account" has the meaning set forth in Section 2.2(a) hereof.

"Escrow Agent" has the meaning set forth in Section 2.2(a) hereof.

"Escrow Agreement" has the meaning set forth in Section 2.2(a) hereof.

"Escrow Deposit" has the meaning set forth in Section 2.2(a) hereof.

"Event of Loss" has the meaning set forth in Section 9.1 hereof.

"FCC" means the United States Federal Communications Commission or any successor agency.

"FCC Application" has the meaning set forth in Article III hereof.

"FCC Consent" means an action by the FCC (including action duly taken by the FCC's staff pursuant to delegated authority), granting its consent to the assignment of the Licenses to Buyer.

"FCC Rules" means the rules, regulations and policies promulgated under the Communications Act, by the FCC, as in effect from time to time.

"GAAP" means generally accepted accounting principles in effect in the United States of America.

"Governmental Authority" means any court or federal, state, municipal or other governmental authority, department, commission, board, agency or instrumentality, foreign or domestic.

"Governmental Permits" means all licenses, consents, franchises, permits, certificates, approvals, Orders or other similar authorizations, including the Licenses, issued by a Governmental Authority.

"Hazardous Materials" means contaminants, materials or wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, including asbestos, petroleum, petroleum products, MTBE, polychlorinated biphenyls, mold and any materials defined or regulated under § 101(14) of CERCLA; RCRA; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 - 2671; the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j-11; the Clean Air Act, 42 U.S.C. §§ 7401 - 7671q; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 - 1387; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 - 11050; each as amended, or any similar Environmental Laws.

"Indemnified Person" has the meaning set forth in Section 11.5(a)(i) hereof.

"Indemnifying Person" has the meaning set forth in Section 11.5(a)(i) hereof.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under (a) any provision of the Bankruptcy Code, (b) any other state or federal bankruptcy or insolvency Law or (c) any other country's bankruptcy, dissolution, liquidation, winding up or insolvency law; receiverships; assignments for the benefit of creditors; formal or informal moratoria; compositions; extensions generally with creditors; or proceedings seeking reorganization, arrangement, or other similar relief.

"Interruption" has the meaning set forth in Section 9.3 hereof.

"Island LLC" has the meaning set forth in the preliminary statements hereto.

"Island Operating Agreement" has the meaning set forth in the preliminary statements hereto.

"Licenses" means all licenses, permits and other authorizations issued or granted by the FCC and held by Seller for the ownership and operation of the Station including those listed on Schedule 4.5.(a), and all applications therefor or with respect thereto, together with any renewals, extensions or modifications thereof and additions thereto between the date hereof and the Closing.

"Law" means any law, statute, constitution, treaty, convention, Order, ordinance, equitable principle, code, rule, regulation, decree, principle of common law or interpretation of any Governmental Authority, executive order or other similar authority enacted, adopted, promulgated or applied by any Governmental Authority, each as amended and now in effect.

"Liabilities" means, as to any Person, all obligations, indebtedness, commitments, and other items constituting "liabilities" whether or not actually reflected, or required by GAAP to be reflected, in such Person's balance sheets or other books and records, whether direct or indirect, absolute, accrued, contingent, vested or otherwise.

"Licensed Real Property" has the meaning set forth in Section 4.4(a) hereof.

"Material Adverse Change" or **"Material Adverse Effect"** means any change, effect, occurrence or circumstance (or series of related changes, effects, occurrences or circumstances), to, with respect to, or on the Station or the Broadcasting Assets, which, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the Station or the Broadcasting Assets, taken as a whole.

"Molina" has the meaning set forth in Article X hereof.

"Non-controlling Party" has the meaning set forth in Section 11.5(a)(ii) hereof.

"Order" means any judgment, writ, decree, award, compliance agreement, injunction or judicial or administrative order and determination of any Governmental Authority or arbitrator.

"Outside Date" has the meaning set forth in Section 12.1 hereof.

"Person" shall mean any natural person, corporation, partnership, limited liability company, firm, joint venture, joint-stock company, trust, association, unincorporated entity of any kind, trust, governmental or regulatory body or other entity.

"Personal Property" has the meaning set forth in Section 4.4(c) hereof.

"Potential Acquiror" has the meaning set forth in Section 6.2 hereof.

"Proceeds" has the meaning set forth in Section 9.1 hereof.

"Purchase Price" has the meaning set forth in Section 2.2(b) hereof.

"**RCRA**" means the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 - 6992k, and the regulations thereunder, as in effect from time to time.

"**Real Property License**" has the meaning set forth in Section 4.4(a) hereof.

"**Release**" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"**Response**" has the meaning set forth in Section 11.5(b)(ii) hereof.

"**Schedules**" has the meaning set forth in the first paragraph of Article IV.

"**Seller Group Members**" has the meaning set forth in Section 11.3 hereof.

"**Seller**" has the meaning set forth in the recitals hereto.

"**Shared Equipment**" means the items of tangible personal property listed on Schedule 1-B hereto.

"**Sharing Stations**" means low power television stations WNXV-LP (Channel 26), WXNY-LP (Channel 32) and WNYX-LP (Channel 35), operating in New York, New York.

"**Solvent**" means, with respect to a particular date, that on such date (a) the present fair market value (or present fair saleable value) of the assets of Seller is not less than the total amount required to pay the liabilities of such entity on its total existing debts and liabilities (including contingent liabilities) as such liabilities become absolute and matured; (b) assuming consummation of the transactions contemplated by this Agreement, (i) Seller is able to pay its debts and other liabilities, contingent obligations and commitments as such liabilities mature and become due in the normal course of business taking into account the timing of and amounts of cash to be received by such entity and the timing of and amounts of cash to be payable on or in respect of the debt and the other liabilities, contingent obligations and commitments of such entity; (c) assuming consummation of the transactions contemplated by this Agreement, none of Seller or any Subsidiary of Seller is incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature; (d) none of Seller or any Subsidiary of Seller is engaged in any business or transaction, and none of Seller or any Subsidiary of Seller proposes to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which Seller and each such Subsidiary is engaged; and (e) none of Seller or any Subsidiary of Seller is a defendant in any civil action that would reasonably be expected to result in a judgment that Seller or any such Subsidiary of Seller is or would become unable to satisfy.

"**Station**" has the meaning set forth in the recitals hereto.

"**Subsidiary**" means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at

the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of fifty percent (50%) or more of such capital stock whether by proxy, agreement, operation of law or otherwise and (b) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or may exercise the powers of a general partner.

"Tax" or "Taxes" means all federal, state, local, or foreign income, franchise, estimated income, gross receipts, employment, license, payroll, excise, severance, stamp, social security, unemployment, real property, personal property, sales, use, transfer, occupation and withholding taxes, or other tax of any kind whatsoever, including any interest, penalties and additions in connection therewith, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third-Party Claim" has the meaning set forth in Section 14.5(a)(i) hereof.

"Time Brokerage Agreement" means the Time Brokerage Agreement dated April 27, 2007, by and between Seller and TVC Broadcasting of New York LLC, a Florida limited liability company which is the parent of Buyer, relating to the programming of the Station.

"Used" means, with respect to any asset, that such asset is (a) owned, (b) leased, (c) licensed, (d) held and used, or (e) held for use by Seller or its Affiliates or that Seller or its Affiliates otherwise have a proprietary right or interest in such asset.

1.2 Accounting Terms. All terms of an accounting nature not specifically defined herein shall have the respective meanings given to them under GAAP.

1.3 Other Definition Provisions. The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder," "hereto" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," and (b) the word "or" is not exclusive.

ARTICLE II

Purchase of Broadcasting Assets, Purchase Price and Method of Payment

2.1 Purchase of Broadcasting Assets. Subject to the terms and upon satisfaction of the conditions contained in this Agreement, at the Closing:

(a) Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's rights, title and interests in the Broadcasting Assets free and clear of all Encumbrances; and

(b) Seller shall transfer and deliver to Buyer, and Buyer shall assume, the Assumed Obligations in accordance with Section 2.3 hereof.

The Closing shall take place at the offices of Holland & Knight LLP, 222 Lakeview Avenue, Suite 1000, West Palm Beach, FL 33401, or such other place as Buyer and Seller may agree.

2.2. Deposit; Consideration; Allocation of Purchase Price.

(a) Deposit. Within three Business Days of the execution and delivery of this Agreement by the parties hereto, Buyer will deposit Four Hundred Thousand Dollars (\$400,000) (the "**Escrow Deposit**") into an account (the "**Escrow Account**") to be established with Citibank, N.A. ("**Escrow Agent**") pursuant to an escrow agreement in the form of Exhibit A hereto (the "**Escrow Agreement**"). Once deposited, the Escrow Deposit will be disbursed as follows:

(i) On the Closing Date, Buyer and Seller shall jointly execute and deliver to Escrow Agent written instructions to deliver the entire amount of any interest accrued on the Escrow Deposit to Buyer or to Buyer's designee and to deliver the entire amount of the Escrow Deposit to Seller as partial payment of the Purchase Price;

(ii) Buyer and Seller shall jointly execute and deliver to Escrow Agent written instructions to deliver the entire Escrow Deposit (including accrued interest) to Seller upon the occurrence of either of the following: (A) Seller terminates this Agreement pursuant to Section 12.1(c); or (B) Buyer fails to consummate the purchase and sale of the Broadcasting Assets as contemplated by this Agreement under circumstances that would constitute a material breach of this Agreement and Seller is not then in breach of its representations, warranties or covenants hereunder in any material respect, and Seller elects to terminate this Agreement in accordance with Section 12.1(d). The parties acknowledge and agree that the actual damages that Seller would suffer as a result of Buyer's failure to consummate the purchase and sale of the Broadcasting Assets as contemplated hereby would be extremely difficult or impossible to calculate; that the full amount of the Escrow Deposit is a fair and equitable amount to reimburse Seller for any damages which the parties estimate may be sustained by Seller due to Buyer's failure to consummate the purchase and sale of the Broadcasting Assets under the circumstances stated in this Section 2.2(a)(ii); and that this Section 2.2(a)(ii) shall constitute a liquidated damages provision, which damages will be Seller's sole remedy hereunder in the event of Buyer's failure to consummate the purchase and sale of the Broadcasting Assets under the circumstances stated in this Section 2.2(a)(ii). Any dispute regarding whether Buyer is required to provide the escrow instruction contemplated by this Section 2.2(a)(ii) shall be resolved in accordance with Section 13.15 of this Agreement and Buyer shall not be deemed to have failed to have delivered the escrow instruction when due unless Buyer shall fail to comply within five Business Days of the issuance thereof with any arbitrator's award under Section 13.15 that requires Buyer to deliver the escrow instruction; and

(iii) If this Agreement is terminated for any reason other than as set forth in Section 2.2(a)(ii), Buyer and Seller shall jointly execute and deliver to Escrow Agent written instructions to deliver the entire Escrow Deposit (including accrued interest) to Buyer. Any dispute regarding whether Seller is required to provide the escrow instruction contemplated by this Section 2.2(a)(iii) shall be resolved in accordance with Section 13.15 of this Agreement and Seller shall not be deemed to have failed to have delivered the escrow instruction when due unless Seller shall fail to comply within five Business Days of the issuance thereof with any arbitrator's award under Section 13.15 that requires Seller to deliver the escrow instruction.

(b) Purchase Price. For and in full consideration of the assignments, conveyances, transfers, and covenants described herein, at the Closing, Buyer shall pay to Seller, in the aggregate, an amount equal to Seven Million Nine Hundred Seventy Five Thousand Dollars (\$7,975,000), adjusted as provided in Section 2.4 below (the "**Purchase Price**"), Seven Million Five Hundred Seventy Five Thousand Dollars (\$7,575,000) of which shall be paid by wire transfer of immediately available funds to such account as Seller shall designate in writing to Buyer not less than two Business Days prior to the Closing Date, and Four Hundred Thousand Dollars (\$400,000) of which shall be the Escrow Deposit. The Purchase Price shall be allocated among the Broadcasting Assets as set forth in Section 2.2(c).

(c) Allocation of Purchase Price. Buyer shall deliver to Seller an allocation for the Purchase Price (and other amounts, including Assumed Obligations, taken into account as purchase price for Tax accounting purposes) among all the Broadcasting Assets (with respect to which the allocation shall be consistent with Schedule 2.2(c) hereto) in accordance with Section 1060 of the Code and any similar applicable provision of any other Governmental Authority. Assuming that such allocation complies with the preceding sentence, the allocation shall be deemed agreed upon by all parties. Buyer and Seller shall report, act and file Tax Returns (including, but not limited to, Internal Revenue Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Seller shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such allocation unless required to do by applicable Law. If any taxing authority makes or proposes to make an allocation in a manner that differs materially from that described in this Section 2.2(c), the parties each shall have the right, at each such party's election and expense, to contest such taxing authority's determination. In the event of such a contest, the other party agrees to cooperate reasonably with the contesting party but such other party shall have the right to file such protective claims or take such other actions as may reasonably be required to protect its interests.

2.3 Assumption of Obligations.

(a) Limitation on Assumption of Obligations. Except as set forth in Section 2.3(b) below, Buyer expressly does not, and shall not, assume or be deemed to have assumed under this Agreement or by reason of any transactions contemplated hereunder any Liabilities or obligations of Seller of any nature whatsoever.

(b) Assumed Obligations Relating to the Station. At the Closing, Buyer shall assume and agree to timely pay or perform the obligations (collectively, the "**Assumed Obligations**") of Seller related to the period as of and after the Closing Date, under all Contracts listed on Schedule 2.3(b) (the "**Assumed Contracts**"), except, in each case, to the extent such

Liabilities, but for breach or default by Seller, would have been paid, performed or otherwise discharged prior to the Closing Date or the extent such Liabilities arise out of any breach or default by Seller.

2.4 Purchase Price Adjustment. The Purchase Price shall be increased or decreased as required to effectuate the proration of the revenue and expenses of the Station as of the Closing Date. All revenue and all expenses arising from the operation of the Station, including business and license fees, utility charges, real and personal property Taxes and assessments levied against the Broadcasting Assets, annual regulatory fees imposed by the FCC, and similar prepaid and deferred items, shall be prorated between Buyer and Seller in accordance with GAAP and the principle that Seller shall be entitled to all revenue and shall be responsible for all expenses, costs, and obligations allocable to the period prior to the Closing Date and Buyer shall be entitled to all revenue and shall be responsible for all expenses, costs, and obligations allocable to the period on and after the Closing Date. Seller and Buyer shall cooperate and use commercially reasonable efforts to agree upon such proration of the Station's revenue and expenses as soon as practicable prior to the Closing Date. Any adjustment to the Purchase Price to this Section 2.4 will, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment by the appropriate party no later than thirty (30) days following the Closing Date. Notwithstanding the foregoing, there shall be no adjustment, and Seller shall be responsible, for (a) any overdue amounts under any Assumed Contracts to the extent relating to periods prior to the Closing, and (b) any payments that contractually have been deferred but for which Seller has received the benefit of the asset to which they relate prior to Closing.

ARTICLE III FCC Consent

Within ten days following the execution of this Agreement, the parties shall file with the FCC a complete and accurate application requesting the consent of the FCC to the assignment of the Licenses from Seller to Buyer as contemplated herein (the "**FCC Application**"). The parties hereto will cooperate in the preparation of the FCC Application (including the furnishing to each other of copies of the drafts of such FCC Application prior to filing) and will use their commercially reasonable efforts to prosecute the FCC Application and to obtain promptly the requested consent and approval of the FCC to the assignment of the Licenses. Any fees assessed by the FCC incident to the filing, prosecution or granting of the FCC Application shall be borne one-half by Buyer and one-half by Seller. The parties hereto shall make available to one another, promptly after the filing thereof, copies of all correspondence, amendments, and reports filed after the date hereof and on or prior to the Closing Date with the FCC by any parties hereto, as the case may be, in respect of the Station. Each party shall notify the other party hereto in the event it obtains knowledge of any other facts, actions, communications, or occurrences that might directly or indirectly affect the parties' intent or ability to obtain prompt FCC approval of the transactions contemplated by this Agreement. Buyer and Seller shall use commercially reasonable efforts to oppose any petitions to deny or other objections filed with respect to the FCC Application; provided, however, that neither Buyer nor Seller shall have any obligation to participate in an evidentiary hearing on the FCC Application. If the parties mutually agree, Buyer and Seller shall appeal or otherwise seek review of any action of the FCC denying the FCC Application, by filing an appropriate request for appeal or review with the FCC or a court of competent jurisdiction, as the case may be.

ARTICLE IV

Representations and Warranties of Seller

As an inducement to the Buyer to enter into this Agreement, Seller represents and warrants to the Buyer that the statements contained in this Article IV, as modified or supplemented by the schedule delivered by the Seller to the Buyer on the date of this Agreement (the "***Schedules***"), are correct and complete as of the date of this Agreement. Information set forth in the sections or subsections of the Schedules shall apply to and qualify only the sections or subsections of this Article IV to which it corresponds in number.

4.1. Organization and Standing. Seller: (a) is validly existing and in good standing as a general partnership under the laws of the State of New York; and (b) has full power and authority to enter into and perform this Agreement and the Ancillary Agreements (as defined below) to which it is or will be a party, to own, lease and operate the Station and to perform the obligations required to be performed by it hereunder to consummate the transactions contemplated hereby.

4.2. Authorization and Binding Obligations. The execution, delivery and performance by Seller of this Agreement and the other agreements (including, without limitation, letter agreements), instruments and documents entered into on or after the date hereof in connection with this Agreement (each, an "***Ancillary Agreement***" and collectively, the "***Ancillary Agreements***") to which Seller is or will be a party are within the powers of Seller and have been duly and validly authorized by all necessary action on the part of Seller, true and complete copies of which have been delivered to Buyer. This Agreement has been, and each Ancillary Agreement to which Seller is or will be a party has been or will be, by the Closing Date, duly executed and delivered by Seller and constitutes (or, when executed and delivered, will constitute) a valid and binding agreement of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

4.3. No Contravention; Consents. The execution, delivery and performance of this Agreement, the Ancillary Agreements, the consummation of the transactions contemplated hereby and thereby and the compliance with the provisions hereof and each Ancillary Agreement by Seller do not and will not, after the giving of notice, or the lapse of time, or otherwise: (a) conflict with, result in a breach of the terms of or contravene, the organizational documents of Seller or any other document relating to Seller's governance; (b) subject to obtaining the consents and waivers and taking the actions on Schedule 4.3, result in the breach of, constitute a default under, conflict with, result in the termination of, result in any loss of rights under, or create or result in any acceleration or right to accelerate, any Contract or other instrument to which Seller is a party or by which the property of Seller is bound or affect or result in the creation of any Encumbrance upon any of the Broadcasting Assets; or (c) subject to the governmental filings and other matters referred to in this Section 4.3, violate or conflict with any Laws, Orders, permits, licenses or authorizations applicable to Seller or any of its assets, including the Communications Act. Except as set forth on Schedule 4.3 or as required under the Communications Act, Seller is not required to obtain any material consent, approval, authorization or waiver from, or make any material filing or provide any material notice to, any third party or Governmental Authority in

connection with the execution, delivery or performance by Seller of this Agreement and the Ancillary Agreements or any of the transactions contemplated hereby or thereby.

4.4. Title to Assets and Other Property Matters.

(a) Real Property. Seller does not own or lease (or have any option or right to acquire or lease) any real estate that is used in the operation of the Station. Schedule 4.4(a) sets forth a complete and correct list of all real estate licensed by Seller that is Used in the operations of the Station (the "**Licensed Real Property**"). Except as set forth on Schedule 4.4(a), Seller has the exclusive right to use and occupy the Licensed Real Property subject to the terms of that certain License Agreement (the "**Real Property License**"), dated November 1, 2005, by and between Seller, as licensee, and Cushman & Wakefield as agent for Citibank, N.A., as licensor (the "**Transmitter Site Licensor**"). With respect to the Licensed Real Property, during the period of time which the Seller has occupied such property, no Encumbrance or other title matter affecting such Licensed Real Property has materially and adversely affected Seller's use of such real property for the purpose of Seller's operation of the Station and the Seller has no knowledge of any Encumbrance or other title matter that would reasonably be expected to materially and adversely affect the use of such real property for the purpose of operation of the Station. Seller enjoys, in all material respects, peaceful and undisturbed possession of the Licensed Real Property subject to the terms of the Real Property License. Seller has made available to the Buyer a true and complete copy of the Real Property License and all amendments, modifications, extensions and waivers relating thereto, pertaining to the Licensed Real Property. Except with respect to the consents to assignments disclosed on Schedule 4.4(a), the Seller has full legal power and authority to assign its rights, title and interest in, to and under the Real Property License to Buyer in accordance with this Agreement on terms and conditions no less favorable to Buyer than those in effect on the date hereof, and such assignment will not affect the validity, enforceability and continuity of the Real Property License. The Real Property License (a) constitutes a legal, valid and binding obligation of Seller and, to Seller's knowledge, the other parties thereto, including the licensor thereunder, (b) is in full force and effect, and (c) neither the Seller nor, to Seller's knowledge, any other party thereto, including the licensor thereunder, has violated any provision of, or committed or failed to perform any act which, with notice, lapse of time or both, would constitute a default under the provisions of, the Real Property License. Neither the whole nor any part of the Licensed Real Property is subject to any pending or threatened suit for condemnation or other taking by any public authority. Seller has legal and practical access to all of the Licensed Real Property.

(b) Title to Broadcasting Assets and Shared Equipment. Seller has, and on the Closing Date will have and will convey to Buyer, good and marketable title to all Broadcasting Assets in each case free and clear of all Encumbrances. Seller has good and marketable title to all Shared Equipment in each case free and clear of all Encumbrances. On or prior to the Closing Date, Seller will convey to Island LLC good and marketable title to all Shared Equipment in each case free and clear of all Encumbrances.

(c) Personal Property. Schedule 1-A contains a list as of June 30, 2007 of all material machinery, equipment, furniture and other personal property that is Used by Seller in the operation of the Station, or necessary to operate the Station as it is now operated (the "**Personal Property**") indicating, in each case, whether or not such item is owned or leased by

Seller. The Personal Property is in good operating condition and repair (reasonable wear and tear excepted), is maintained in compliance with good engineering practice, is performing satisfactorily, has been properly maintained, in all material respects, in accordance with industry practices, is available for immediate use and is otherwise sufficient to permit the Station to operate in accordance with the Licenses and the Communications Laws. Seller does not hold any Personal Property that is owned by a third party and Used, or necessary for Use, by the Station as it is now operated.

4.5. FCC Matters; Licenses and Permits.

(a) FCC Matters. Seller holds the Licenses which constitute all of the licenses, permits and authorizations from the FCC that are necessary or required for or used in the operation of the Station. Seller has delivered to Buyer true and complete copies of all of the Licenses, including any and all amendments or modifications thereto. Each of the Licenses is valid and in full force and effect through the date set forth on Schedule 4.5(a), and is not subject to any condition except for conditions applicable to broadcast television station licenses generally or otherwise disclosed on Schedule 4.5(a). No waiver of any provision of the Communications Laws is required in order to permit the operation of the Station as currently operated. The Station is being operated in all material respects in accordance with the terms of the Licenses and the Communications Laws. Except as set forth on Schedule 4.5(a), no application, action or proceeding is pending for the renewal or modification of any of the Licenses, and, except for actions or proceedings affecting television broadcast stations generally, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in the (i) the revocation, adverse modification, non-renewal or suspension of any of the Licenses, (ii) the issuance of a cease-and-desist order or (iii) the imposition of any administrative or judicial sanction with respect to the Station. Seller has no knowledge of any facts, conditions or events relating to any of the Licenses or the Station that would reasonably be expected to cause the FCC to deny the assignment of the Licenses as provided for in this Agreement or to impose a Material Adverse Condition in connection with its approval of such assignment. Seller has filed with the FCC all material reports, forms and statements required by the FCC to be filed relating to the Station. All required FCC regulatory fees with respect to the Licenses have been paid. Seller has no knowledge of any facts, conditions or events that reasonably could be expected to result in FCC revocation of any of the Licenses or a refusal by the FCC to renew any of the Licenses in the ordinary course for a full term without material qualifications. Except as set forth on Schedule 4.5(a), Seller has operated the Station, its physical facilities and electrical and mechanical systems substantially in compliance with the Licenses and the Communications Laws. To the knowledge of Seller, the antenna support structure used in the operation of the Station is not required to be registered with the FCC and complies in all material respects with the requirements of the FCC and the Federal Aviation Administration.

(b) Licenses and Permits. Except as set forth on Schedule 4.5(b), (i) Seller owns, holds or possesses adequate right to use all Governmental Permits required in connection with the operation of the Station, (ii) Seller is in compliance with the Governmental Permits in all material respects, (iii) the Governmental Permits are valid and in full force and effect, (iv) Seller is not in default under, and to Seller's knowledge, no condition exists that with notice or lapse of time or both would constitute a default under any material Governmental Permits and

(v) no material Governmental Permit shall be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated hereby.

4.6 Contracts. Schedule 4.6 contains a complete list of all Contracts related to the ownership or operation of the Station, the Broadcasting Assets (including leases, the Real Property License and other agreements and commitments of every nature in full force and effect as of the date hereof to which Seller or its Affiliate is a party) or the Assumed Obligations. Except as set forth on Schedule 4.6, Seller is not in, or, to the knowledge of Seller, alleged to be in, default or breach under any of the Assumed Contracts and, to the knowledge of Seller, no other party to any of the Assumed Contracts has breached or defaulted thereunder, and no event has occurred and no condition exists which, with the passage of time or the giving of notice or both would constitute such a default or breach by the Seller or, to the knowledge of Seller, by any such other party. Each Assumed Contract is in full force and effect and valid and binding and enforceable against the Seller, and, to the knowledge of Seller, each other party thereto, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles. Except as specifically designated on Schedule 4.6, Seller is not as of the date hereof in discussions regarding any amendment, modification, extension or termination of, and are not currently renegotiating, any Assumed Contract. True and complete copies of each Assumed Contract (including all related amendments, modifications and waivers) have been delivered or made available to Buyer.

4.7. Litigation. Except for administrative rulemaking, legislation or other proceedings of applicability to the broadcast industry generally or as set forth on Schedule 4.7: (a) there is no civil, criminal or administrative action, Order, notice of apparent violation, suit, arbitration, demand, claim, complaint, hearing, litigation, action, proceeding, or investigation by any Governmental Authority, in each case, of any nature pending or, to the knowledge of Seller, threatened, against Seller or its Affiliates or to which Seller, the Station or the Broadcasting Assets are subject in respect of, or that would be reasonably expected to affect, the Station or the Broadcasting Assets, including any action or proceeding that seeks to enjoin, prohibit or otherwise challenge, or that would reasonably be expected to affect Seller's ability to consummate, the transactions contemplated hereby; and (b) no Order has been rendered affecting or that could be reasonably expected to affect the Station or the Broadcasting Assets.

4.8. Violations. Seller has complied in all material respects with, and has not violated or is in default under, any material Order, Law or policy of the FCC or any other Governmental Authority, in connection with its operation of the Station. Except as set forth on Schedule 4.8, all material notices, reports, statements or other filings currently required to be filed by Seller with the FCC relating to the Station have been filed and when filed all such notices, reports, statements or other filings complied with all requirements of the FCC in all material respects, and all material notices, reports, statements or other filings currently required to be filed by Seller with any other Governmental Authority, in each case with respect to the Station or the Broadcasting Assets, have been filed and when filed complied in all material respects with all applicable requirements of such Governmental Authorities.

4.9. Environmental Matters. All representations and warranties with respect to environmental matters relate solely to the operation of the Station's transmitting facilities at One Court Square, Long Island City, New York.

(a) Environmental Laws. Seller is and has been in material compliance with all applicable Environmental Laws with respect to the Station, and Seller has not received any written communication from any Person (including any Governmental Authority) that alleges that Seller is not in such compliance.

(b) Environmental Permits. Seller (a) has obtained all material Environmental Permits necessary for it to hold in connection with the operation of the Station, (b) is in material compliance with all terms and conditions of such Environmental Permits, and (c) has not been advised by any Governmental Authority of any potential material change in the terms and conditions of any such Environmental Permit, either prior to or upon its renewal.

(c) Environmental Claims. There are no Environmental Claims pending or, to the knowledge of Seller, threatened, against Seller that relate to the Station or the equipment Used in the operation of the Station.

(d) Releases. There have been no Releases or, to the knowledge of Seller, threatened Releases of any Hazardous Materials that would be reasonably likely to form the basis of any Environmental Claim against or liability of Seller with respect to the Station, or against any Person whose liability for any Environmental Claim with respect to the Station Seller has or may have retained or assumed either contractually, by operation of law or otherwise.

4.10 Solvency. Seller has never been the subject of any voluntary or involuntary Insolvency Proceeding. Seller has never admitted in writing or otherwise the inability to pay its debts generally as they come due or admitted that it is otherwise not solvent or taken any actions in furtherance thereof. No transfer of property is being made by Seller, and no obligation is being incurred by Seller in connection with the transactions contemplated by this Agreement, with the intent to hinder, delay, or defraud either present or future creditors of Seller. The transactions contemplated by this Agreement are for fair consideration and are the product of arms' length negotiations. Seller is receiving reasonably equivalent value in exchange for the transactions contemplated by the Agreement. At the Closing, after giving effect to the transactions contemplated by this Agreement, Seller will be Solvent.

4.11 Employees. The Station has no employees.

4.12 Insurance. Schedule 4.12 contains a list of all material policies of insurance and related surety and surety bond arrangements held by or for the benefit of the Seller with respect to the Station or the Broadcasting Assets, in each case, as of the date hereof. Except as set forth on Schedule 4.12, all such policies are in full force and effect in all material respects, all premiums due and payable thereon covering all periods up to and including the date hereof have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date), and as of the date hereof no written notice of cancellation or termination has been received with respect to any

such policy which has not been replaced on substantially similar terms prior to the date of such cancellation.

ARTICLE V

Representations and Warranties of Buyer

5.1 Organization and Standing. Buyer (a) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware; and (b) has full power and authority to perform the obligations required to be performed by it hereunder and under each Ancillary Agreement to which Buyer is or will be a party and to consummate the transactions contemplated hereby and thereby.

5.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement and each Ancillary Agreement to which Buyer is or will be a party have been or will be duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been, and each Ancillary Agreement to which Buyer is or will be a party has been or will be, by the Closing Date, duly executed and delivered by Buyer and constitutes (or, in the case of each Ancillary Agreement to which Buyer will be a party, will constitute) a valid and binding agreement of Buyer, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

5.3 FCC Qualifications. Buyer has no knowledge of any fact that would, under existing Law (including the Communications Act) and the FCC Rules, disqualify Buyer as an assignee of the Licenses or as owner and operator of the Station or impair Buyer's ability to obtain the FCC Consent. Buyer is an entity legally qualified under the Communications Laws to enter into this Agreement and to hold the Licenses without the necessity of requesting or receiving any waiver or exemption from any FCC rule or policy.

5.4 Litigation. There is no civil, criminal or administrative action, Order, notice of apparent violation, suit, arbitration, demand, claim, complaint, hearing, litigation, action, proceeding, or investigation by any Governmental Authority, in each case, of any nature pending or, to the knowledge of Buyer, threatened, against Buyer or its Affiliates or to which Buyer is subject in respect of, or that would be reasonably expected to affect, Buyer's ability to acquire the Station and the Broadcasting Assets, including any action or proceeding that seeks to enjoin, prohibit or otherwise challenge, or that would reasonably be expected to affect Buyer's ability to consummate, the transactions contemplated hereby.

5.5 No Contravention; Consents. The execution, delivery and performance of this Agreement, the Ancillary Agreements, the consummation of the transactions contemplated hereby and thereby and the compliance with the provisions hereof and each Ancillary Agreement by Buyer do not and will not, after the giving of notice, or the lapse of time, or otherwise: (a) conflict with, result in a breach of the terms of or contravene, the organizational documents of Buyer or any other document relating to Buyer's governance; (b) result in the breach of, constitute a default under, conflict with, result in the termination of, result in any loss of rights under, or create or result in any acceleration or right to accelerate, any contract or other

instrument to which Buyer is a party or by which the property of Buyer is bound such that Buyer could not consummate the transactions contemplated hereby; or (c) violate or conflict with any Laws, Orders, permits, licenses or authorizations applicable to Buyer. Except for FCC Consent, Buyer is not required to obtain any material consent, approval, authorization or waiver from, or make any material filing or provide any material notice to, any third party or Governmental Authority in connection with the execution, delivery or performance by Seller of this Agreement and the Ancillary Agreements or any of the transactions contemplated hereby or thereby.

ARTICLE VI

Conduct of Business; Special Covenants

6.1 Conduct of Business to Closing. Seller covenants and agrees, with respect to the Station and the Broadcasting Assets, that pending the Closing, except with the prior written consent of Buyer:

(a) Conduct of Business. Subject to the provisions of this Agreement and the Time Brokerage Agreement, Seller shall operate the Station in the normal and ordinary course in the same manner as heretofore conducted.

(b) Insurance. Seller shall cause to be maintained in effect until the Closing existing property damage, liability and other insurance with respect to the Broadcasting Assets, the Shared Equipment and the Station as in effect on the date hereof.

(c) Transfer of Broadcasting Assets or Shared Equipment. Seller shall not sell, assign, lease or otherwise transfer or dispose of any Broadcasting Assets or, other than to Island LLC, Shared Equipment, whether to a third party or any Affiliate of Seller.

(d) Litigation. Seller shall notify Buyer of any litigation pending or, to the knowledge of Seller, threatened, against Seller with respect to the Station, the Broadcasting Assets or the Shared Equipment or which challenges the transactions contemplated hereby.

(e) Contracts. Seller shall perform all obligations required to be performed by it under all Contracts binding upon it with respect to the Station or to which the Broadcasting Assets or Shared Equipment are subject, and, except with respect to the addition of new members in Island LLC in connection with a sale of any of the Sharing Stations, shall not without the prior written consent of Buyer, (a) amend, terminate, extend, renew or waive any material right under any Contract or series of related Contracts with respect to the Station, (b) enter into any new agreement or arrangement or series of related Contracts with respect to the Station, or (c) enter into, amend, extend or renew any Assumed Contract.

(f) Consents, Approvals, Amendments and Extensions. Seller will, prior to the Closing Date, use commercially reasonable efforts to obtain or cause to be obtained consents to the assignment to Buyer of all Assumed Contracts that require the consent of any third party by reason of the transactions provided for in this Agreement. Each party shall cooperate with the other to obtain any such consents, approvals amendments and renewals.

(g) Licenses. Seller shall not, by any act or omission to act within its power: (a) surrender, modify, adversely affect or forfeit any License; or (b) cause any material

Governmental Authority to institute any proceedings for the cancellation, non-renewal or modification of any License. Seller shall prosecute with due diligence any applications to any Governmental Authority necessary for the operation of the Station. Seller shall not take any action which would reasonably be expected to materially interfere with the validity or enforceability of or rights under any of the Licenses. If due prior to the Closing and if not previously filed, Seller shall timely file FCC renewal applications with respect to the Station and thereafter prosecute such applications. Seller shall not file any application with the FCC with respect to any of the Licenses without having given Buyer the opportunity to review and comment upon such application.

(h) Other Affirmative Obligations. Seller will use commercially reasonable efforts to: (i) maintain the Broadcasting Assets and Shared Equipment in good operating condition and repair (wear and tear in ordinary usage excepted) and replace any of the Broadcasting Assets or Shared Equipment which shall be worn out, lost, stolen or destroyed except for such Broadcasting Assets or Shared Equipment that are obsolete and no longer Used in the operation of the Station; and (ii) comply in all material respects with all Laws, rules, ordinances and regulations applicable to the operation of the Station.

6.2 No Shop. Seller acknowledges that Buyer would not be willing to enter into this Agreement if the sale of the Broadcasting Assets were subject to further bids or an auction. Except with respect to the admission of new members in Island LLC in connection with the possible sale of any of the Sharing Stations, from and after the date hereof until the Closing or earlier termination of this Agreement in accordance with the terms hereof, Seller shall not, and shall cause its officers, directors, employees, agents, representatives and Affiliates not to, either directly or indirectly, conduct discussions with any Person (a "**Potential Acquiror**") with respect to any offer or proposal for the purchase or sale of the Broadcasting Assets or Shared Equipment, or with respect to any merger, acquisition, combination, consolidation or similar transaction involving the Station, the Broadcasting Assets or the Shared Equipment, entertain any bids for such assets from a Potential Acquiror, propose any further bidding for such assets, participate in any process for the sale of such assets to any Person other than the Buyer, or enter into any agreement or transaction relating to any of the foregoing. Seller acknowledges and agrees that a breach of this Section 6.2 would constitute a material breach of this Agreement, and that any failure by Seller to comply with the provisions hereof would excuse Buyer from its obligations to consummate the transactions contemplated by this Agreement and permit Buyer to terminate this Agreement and receive the Escrow Deposit.

6.3 Access and Information. Seller covenants and agrees that, pending the Closing, Seller shall give Buyer and its counsel, accountants, engineers, investment bankers, potential lenders and other authorized representatives reasonable access, at Buyer's risk and expense, during normal business hours throughout the period from and after the date hereof until prior to the Closing or the earlier termination of this Agreement, to all of the Station's books, records (including all computer files), agreements, reports and other documents and all of the Broadcasting Assets and Shared Equipment and shall furnish Buyer, its counsel, accountants, engineers, investment bankers, potential lenders and other authorized representatives during such period with copies of all information concerning the operations of the Station as they may reasonably request, and Seller will make appropriate officers, employees and agents available to discuss with Buyer and its representatives such aspects of the business and operations of the

Station as Buyer may reasonably require; provided, however, that in each instance mutually satisfactory arrangements shall be made in advance in order to avoid interruption and to minimize interference with the normal business and operations of the Station.

6.4 Preserve Accuracy of Representations and Warranties; Notification Covenant. Each of Buyer and Seller covenants and agrees that such party shall promptly notify the other party of (a) any litigation pending or, to its knowledge, threatened against or affecting the notifying party or which challenges or seeks any damages or other payments in connection with the transactions contemplated hereby, or (b) any events or circumstances that would reasonably be expected to delay or hinder the consummation of the transactions contemplated hereby, (c) any material change in any information contained in the representations and warranties (and related disclosure schedules) contained in this Agreement, or (d) in the case of Seller, any material developments with respect to the Station. Compliance with the provisions of this Section shall not relieve any party of any obligation with respect to any representation, warranty or covenant contained in this Agreement or be deemed to constitute or cause any party to waive any condition set forth in Article VII.

6.5 Governmental Consents. Subject to the terms and conditions of Article III, Buyer and Seller shall each use commercially reasonable efforts to obtain all consents, amendments or permits from Governmental Authorities, which are required by the terms thereof or this Agreement for the consummation of the transactions contemplated by this Agreement.

6.6 No Inconsistent Action. Neither Seller nor Buyer shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

6.7 Special Covenants. Seller, as the sole member of Island LLC, acknowledges and agrees that as an inducement to the Transmitter Site Licensor to grant its consent to the assignment of the Real Property License by Seller to Buyer, on or prior to the Closing Date, Island LLC will enter into an agreement with DSI RF Systems, Inc. (or another maintenance company acceptable to the Transmitter Site Licensor) providing for the maintenance of the Shared Equipment, with the costs to be shared proportionately, based on percentage ownership interests in Island LLC, among the members of Island LLC. Buyer acknowledges that Seller has notified it of Seller's intention to sell each of the Sharing Stations, and, in connection therewith, to transfer a proportionate interest of its ownership interest in Island LLC to each purchaser of a Sharing Station.

ARTICLE VII

Conditions Precedent to the Obligations of the Parties

7.1 Conditions Precedent to the Obligation of Buyer. The obligations of Buyer under this Agreement are subject, at Buyer's option, to the satisfaction (or waiver in writing by Buyer) on or prior to the Closing of each of the following express conditions precedent:

(a) FCC Consent. The FCC Consent shall have been granted and shall not have been reversed, stayed, enjoined, set aside, annulled or suspended and no timely request for

stay, petition for rehearing or reconsideration, application for review, appeal or certiorari or sua sponte action of the FCC or other proceeding with comparable effect shall be pending.

(b) Accuracy of Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement (disregarding solely for purposes of this condition precedent any qualifications regarding materiality, Material Adverse Effect and Material Adverse Change):

(i) shall have been true and correct in all material respects as of the date hereof (except to the extent that the circumstances underlying such failure to be true as of the date hereof shall (a) have an immaterial effect on the Station and the Buyer from and after the Closing Date, or (b) have been cured by Seller prior to the Closing and after giving effect to such cure shall have an immaterial effect on the Station and the Buyer from and after the Closing); and

(ii) shall be true and correct in all material respects as of the Closing Date, except in so far as: (a) such representation or warranty expressly relates to any specified earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such specified date; or (b) such representation or warranty is no longer true and correct as a result of a transaction specifically consented to by the Buyer in writing after the date hereof; or (c) the failure of such representation or warranty to be true at the Closing Date shall have an immaterial effect on the Station and the Buyer from and after the Closing.

(c) Compliance with Agreement. Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) No Obstructive Proceeding. No Governmental Authority shall have instituted any action or proceeding to restrain or enjoin or nullify or render ineffective this Agreement or the transactions contemplated hereby if consummated; and no Order or other legal restraint of any Governmental Authority shall be in effect that restrains or prohibits the transactions contemplated hereunder in accordance with the terms hereof.

(e) Conveyance of Shared Equipment and Island LLC Interest. Seller shall have conveyed the Shared Equipment to Island LLC and shall have provided Buyer with evidence reasonably acceptable to it of such conveyance. Seller shall have conveyed to Buyer a 25% ownership interest in Island LLC.

(f) Contracts. Seller shall have delivered to Buyer copies of all Contracts or agreements or amendments, renewals or other modifications thereof that Seller has entered into with respect to the Station after the date of this Agreement in accordance with the terms of this Agreement and which Buyer has agreed in writing are to be assigned to Buyer hereunder.

(g) Governmental Approvals. In addition to the FCC Consent, all other authorizations, consents, orders or expirations of waiting periods imposed by any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained and shall be in full force and effect.

(h) Removal of Encumbrances. All Encumbrances of any kind and nature shall have been removed from the Broadcasting Assets and the Shared Equipment. Seller shall have provided to Buyer written evidence to the reasonable satisfaction of Buyer as to the release of all Encumbrances with respect to the Broadcasting Assets and Shared Equipment.

(i) Officer's Certificate. Seller shall have delivered to Buyer a certificate signed by its General Partner dated the Closing Date to the effect that the conditions set forth in Sections 7.1(b), (c), (d) and (l) hereof have been satisfied.

(j) Consents. Seller shall have obtained and delivered to Buyer the written consents and agreements from third parties as listed on Schedule 7.1(j).

(k) Delivery of Instruments of Conveyance and Assignment. Seller shall have delivered to Buyer, in accordance with Article VIII hereof, instruments (in form and substance reasonably satisfactory to Buyer's counsel) pursuant to which Seller conveys and assigns the Broadcasting Assets and all other documents, instruments, and certificates required to be delivered by Seller to Buyer pursuant to this Agreement or otherwise reasonably requested by Buyer to consummate the transactions contemplated hereby.

(l) Material Adverse Effect. Between the date of this Agreement and the Closing Date, no Material Adverse Effect shall have occurred and be continuing.

(m) Island LLC Formation. The Articles of Organization of Island LLC shall have been filed with the Secretary of State of Delaware and the Island Operating Agreement shall have been executed by all parties thereto and be in full force and effect.

7.2 Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject, at Seller's option, to the satisfaction (or waiver in writing by Seller) at or prior to the Closing of each of the following express conditions precedent:

(a) FCC Consent. The FCC Consent shall have been granted.

(b) Accuracy of Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement (disregarding solely for purposes of this condition precedent any qualifications regarding materiality, material adverse effect or material adverse change) (a) shall have been true and correct in all material respects as of the date hereof and (b) shall be true and correct in all material respects at and as of the Closing Date, except insofar as any such representation or warranty expressly relates to any specified earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such specified date.

(c) Compliance with Agreement. Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(d) Delivery of Purchase Price and Instruments of Assumption. Buyer shall have delivered to Seller the Purchase Price and, in accordance with Section 2.3 hereof, instruments (in form and substance reasonably satisfactory to Seller's counsel) pursuant to which

Buyer assumes and agrees to perform the Assumed Obligations and all other documents, instruments and certificates required to be delivered by Buyer to Seller pursuant to this Agreement or otherwise reasonably requested by Seller to consummate the transactions contemplated hereby.

(e) No Obstructive Proceeding. No Governmental Authority shall have instituted any action or proceeding to restrain or enjoin or nullify or render ineffective this Agreement or the transactions contemplated hereby if consummated; and no Order or other legal restraint of any Governmental Authority shall be in effect that restrains or prohibits the transactions contemplated hereunder in accordance with the terms hereof.

(f) Other Governmental Approvals. In addition to the FCC Consent, all other authorizations, consents, orders or expirations of waiting periods imposed by any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained and shall be in full force and effect.

(g) Officer's Certificate. Buyer shall have delivered to Seller a certificate signed by its authorized officer dated the Closing Date to the effect that the conditions set forth in Sections 7.2(b), 7.2(c) and (e) hereof have been satisfied.

ARTICLE VIII

Instruments of Conveyance and Transfer

8.1 Instruments of Conveyance and Transfer of Real Property. At the Closing, to assign the Real Property License from Seller to Buyer, Seller shall deliver to Buyer, in form and substance reasonably satisfactory to Buyer, an assignment and assumption agreement assigning to Buyer all right, title and interest of Seller in and under the Real Property License in which Buyer assumes all obligations under the Real Property License from and after the Closing in accordance with Section 2.3.

8.2 Instruments of Conveyance and Transfer of Personal Property. At the Closing, to effect the transfers, conveyances and assignments from Seller to Buyer, Seller shall deliver to Buyer the following bills of sale, certificates, assignments and other instruments of transfer assigning, transferring and conveying to Buyer title to the personal property included in the Broadcasting Assets, free and clear of all Encumbrances, all in form reasonably satisfactory to counsel for Buyer, and dated the Closing Date:

(a) Bills of Sale. Bills of sale for all tangible personal property included in the Broadcasting Assets;

(b) Assignments of Licenses. Assignment and assumption of the Licenses;
and

(c) Assignments of Contracts; Other Assignments. Assignment and assumption of all Assumed Contracts and other intangible assets included in the Broadcasting Assets and any other forms of assignment and/or assumption reasonably requested by Buyer.

ARTICLE IX
Risk Of Loss; Failure Of Broadcast Transmission

9.1 Risk of Loss. The risk of any loss, damage or impairment, confiscation or condemnation (each an "**Event of Loss**") of the Broadcasting Assets and the Shared Equipment or any part thereof from fire or any other casualty or cause shall be borne by Seller at all times prior to the Closing. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of an Event of Loss, (a) the proceeds of or any claim for any loss payable prior to Closing under any insurance policy, claim, judgment or award with respect thereto (collectively, the "**Proceeds**") shall be paid to Seller and (b) Seller shall use commercially reasonable efforts to repair, replace or restore any such Broadcasting Assets or Shared Equipment as soon as possible after such loss, impairment, confiscation or condemnation. If Seller reasonably concludes that such repair, replacement and restoration cannot be accomplished by the scheduled Closing Date (*i.e.*, that date upon which all other conditions set forth in Article VII have been satisfied or waived), but can be accomplished within 30 days after such date (but in any event on or prior to the Outside Date), the Closing Date shall be postponed for that 30-day period in order for Seller to undertake such repair, replacement and restoration; if, however, the repair, replacement or restoration cannot be accomplished within that 30-day period (or by the Outside Date, if earlier), Buyer shall have the option to (i) terminate this Agreement without any continuing obligation to Seller, (ii) to postpone the Closing until such time as those Broadcasting Assets or Shared Equipment which are the subject of the Event of Loss have been restored or replaced to their condition immediately prior to the Event of Loss, or (iii) accept the assets "as is," in lieu of such repair, replacement or restoration, in which event the Seller shall assign to Buyer (or Island LLC, with respect the Shared Equipment) at the Closing all of its rights under any insurance policies (including business interruption and "extra expense" insurance proceeds) and all Proceeds actually received by Seller, in each case in respect of such Event of Loss. Notwithstanding the foregoing, only the assets damaged pursuant to such Event of Loss shall be accepted "as is" and there shall be no limitation as to any representation or warranty set forth herein with respect to any other assets included in the Broadcasting Assets.

9.2 Extension of FCC Consent. If, as a result of an occurrence contemplated by Section 9.1, the Closing Date is postponed beyond the effective time of the FCC Consent, the parties shall join in an application or applications requesting the FCC to extend the effective period of its consent to the Closing Date, as so postponed.

9.3 Interruption of Broadcast Transmission. Seller shall give prompt written notice to Buyer if the regular broadcast transmissions of the Station in the normal and usual manner are interrupted or discontinued, including the operation of the Station at a power level of less than 80% of its maximum authorized facilities (an "**Interruption**"). If any Interruption persists for more than 72 hours (or, in the event of force majeure or utility failure affecting generally the market served by the Station, 96 hours), whether or not consecutive, during any period of 30 consecutive days, then Buyer may, at its option: (a) terminate this Agreement without liability by written notice given to Seller not more than ten days after the expiration of such 30-day period, or (b) proceed in the manner otherwise set forth in this Article IX.

9.4 No Limitation. Nothing in this Article IX shall be deemed to limit or modify in any respect Buyer's rights under Section 7.1 or Article XII.

ARTICLE X

Brokers

Buyer represents and warrants to Seller that Buyer has not engaged any broker, finder or consultant in connection with this Agreement and the transactions contemplated herein or any aspect thereof. Seller represents and warrants to Buyer that Seller has not engaged any broker, finder or consultant in connection with this Agreement and the transactions contemplated herein or any aspect thereof other than Media Services Group, the fees and expenses of which will be borne by Seller. Seller shall be solely responsible for, and shall pay, any broker's or finder's fee due to Juan Carlos Molina ("**Molina**") under any agreement between Seller and Molina. Buyer shall be solely responsible for, and shall pay, any broker's or finder's fee due to Molina under any agreement between Buyer and Molina. Each party agrees to indemnify and hold the other party harmless from any and all loss, cost, liability, damage and expense (including legal and other expenses incident thereto) in respect of any claim for a broker, finder or consultant's fee or commission or similar payment by virtue of any alleged agreements, arrangements or understandings with the indemnifying party.

ARTICLE XI

Indemnification

11.1 Survival. The representations and warranties of the parties contained in this Agreement (or in any document, certificate, schedule, exhibit or instrument delivered in connection herewith) shall survive in full force and effect following the Closing Date. The rights to indemnification, payment of Damages or other remedy based on any representation, warranty, covenant or obligation will not be affected by any investigation conducted, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants and obligations.

11.2 Seller's Indemnification. Seller agrees to indemnify, defend and hold Buyer, its Affiliates, and their respective directors, officers, members, partners, stockholders, employees, agents and advisors (collectively, the "**Buyer Group Members**") harmless from and after the Closing from and against any and all loss, cost, Liability, damage and expenses (including reasonable legal and other expenses incident thereto), incurred or suffered (collectively, "**Damages**") by any Buyer Group Member resulting from or in connection with:

(a) Seller's breach of or failure to comply with any of its covenants and agreements contained in this Agreement or any Ancillary Agreement;

(b) any breach of any representation or warranty of Seller contained in this Agreement or any Ancillary Agreement; and

(c) the business and operations of the Station before the Effective Time, except for the Assumed Obligations.

For the avoidance of doubt, for purposes of Section 11.2(b), Seller shall be deemed to have remade each of the representations and warranties set forth in Article IV on the Closing Date and shall be liable under Section 11.2(b) for each breach of any such representation or warranty (i) except if such representation or warranty expressly relates to any specified earlier date, in which case Seller shall be liable under this Section 11.2 only if such representation or warranty was not true and correct as of such specified earlier date; or (ii) without limiting Seller's obligations under Section 11.2(a), except that Seller shall not be liable for any failure of a representation or warranty to be true and correct as of the Closing Date as a result of a transaction occurring between the date hereof and the Closing Date if such transaction is not prohibited by this Agreement.

11.3 Buyer's Indemnification. Buyer agrees to indemnify, defend and hold Seller, its Affiliates, and their respective directors, officers, members, partners, stockholders, employees, agents and advisors (collectively, the "***Seller Group Members***") harmless from and after the Closing from and against any and all Damages incurred by Seller Group Member resulting from:

(a) Buyer's breach of or failure to comply with any of its covenants and agreements contained in this Agreement or any Ancillary Agreement;

(b) any breach of any representation or warranty of Buyer contained in this Agreement or any Ancillary Agreement;

(c) any Assumed Obligations; and

(d) the business and operations of the Station after the Effective Time.

11.4 Treatment of Indemnity Payments. Buyer and Seller agree that any indemnity payments made pursuant to this Article XI will be treated by the parties as an adjustment to the Purchase Price.

11.5 Method of Asserting Claim.

(a) Third-Party Claims.

(i) A Person seeking indemnification under this Article XI (an "***Indemnified Person***") shall give written notification to the Person from whom indemnification is sought (the "***Indemnifying Person***") of the commencement of any suit or proceeding relating to a third-party claim or any other assertion of Liabilities by a third party (a "***Third-Party Claim***") which the Indemnified Person has reasonable basis to believe may give rise to any Damages for which indemnification pursuant to this Article XI may be sought. Such notification shall be given within 30 days after receipt by the Indemnified Person of notice of such Third-Party Claim, and shall describe the nature of, and (to the extent known by the Indemnified Person) the facts constituting the basis for, such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay on the part of the Indemnified Person in notifying the Indemnifying Person shall relieve the Indemnifying Person of any Liability or

obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Such notice shall be accompanied by copies of all relevant documentation with respect to such Third-Party Claim, including, but not limited to, any summons, complaint or other pleading which may have been served, any written demand and any other documentation.

(ii) Within ten Business Days after delivery of such notification, the Indemnifying Person may, upon written notice thereof to the Indemnified Person, assume control of the defense of such suit, claim or proceeding with counsel reasonably satisfactory to the Indemnified Person. If the Indemnifying Person does not so assume control of such defense, if the Indemnifying Person has filed for bankruptcy, or, if the suit, claim or proceeding is other than solely for money damages, the Indemnified Person shall have the right to control such defense. The party not controlling such defense (the "**Non-controlling Party**") may participate therein at its own expense. The party controlling such defense (the "**Controlling Party**") shall keep the Non-controlling Party advised of the status of such suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party shall furnish the Controlling Party with such information as it may have with respect to such suit or proceeding (including copies of any summons, complaint or other pleading that may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with and assist the Controlling Party in the defense of such suit or proceeding. The Indemnifying Person shall not agree to any settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld or delayed; provided, however, that in no event shall the Indemnified Person be required to consent to any settlement the terms of which impose any equitable relief upon such Indemnified Person or limit in any manner the ability of such Indemnified Person to conduct his business and affairs. The Indemnified Person shall not agree to any settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the Indemnifying Person, which shall not be unreasonably withheld or delayed.

(b) Indemnification Claims by the Parties.

(i) In order to seek indemnification under this Article XI, an Indemnified Person shall give written notification (a "**Claim Notice**") to the Indemnifying Person which contains (i) a description and the amount (the "**Claimed Amount**"), including the basis therefor, of any Damages incurred by the Indemnified Person, (ii) a statement that the Indemnified Person is entitled to indemnification under this Article XI for such Damages and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Damages.

(ii) Within ten Business Days after delivery of a Claim Notice, the Indemnifying Person shall deliver to the Indemnified Person a written response (the "**Response**") in which the Indemnifying Person shall: (i) agree that the Indemnified Person is entitled to receive all of the Claimed Amount; (ii) agree that the Indemnified Person is entitled to receive part, but not all, of the Claimed Amount (the "**Agreed Amount**"); or (iii) dispute that the Indemnified Person is entitled to receive any of the Claimed Amount. If the Indemnifying Person in the Response disputes the payment of all or part of the Claimed Amount, the Indemnifying

Person and the Indemnified Person shall follow the procedures set forth in Section 11.5(b)(iii) and Section 13.15 for the resolution of such dispute (a "***Dispute***").

(iii) During the 30-day period following the delivery of a Response that reflects a Dispute, the Indemnifying Person and the Indemnified Person shall use good faith efforts to resolve the Dispute. If the Dispute is not resolved within such 30-day period, the parties shall resolve such dispute in accordance with Section 13.15 of this Agreement.

(c) Indemnitor's Obligations. Except for Third-Party Claims being defended in good faith and claims subject to an unresolved Dispute, the Indemnifying Person shall satisfy its obligations hereunder in cash within 30 days after the Claim Notice.

11.6 Recovery. The amount of any Damages for which indemnification is provided under this Agreement shall be net of any amounts actually recovered by an Indemnified Person from third parties (including amounts actually recovered under insurance policies) less all reasonably allocable costs, charges and expenses (including the present value of increased insurance premiums) incurred by an Indemnified Party in obtaining such recovery.

11.7 Subrogation. In the event that the Indemnifying Person makes any payment to any Indemnified Person for indemnification for which such Indemnified Person could have collected on a claim against a third party (including under any Contract and any insurance claims), the Indemnifying Person shall be entitled to pursue claims and conduct litigation on behalf of such Indemnified Person and any of its successors, to pursue and collect on any indemnification or other remedy available to such Indemnified Person thereunder with respect to such claim and generally to be subrogated to the rights of such Indemnified Person. Except pursuant to a settlement agreed to by the Indemnifying Party, the Indemnified Party shall not waive or release any contractual right to recover from a third party any loss subject to indemnification hereby without the prior written consent of the Indemnifying Party.

11.8 Special Damages. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any party to this Agreement be entitled to indemnification for such party's incidental, consequential, special, exemplary or punitive damages or other special damages, regardless of the theory of recovery, except to the extent that the Indemnified Party is obligated to pay any such damages to a third party.

11.9 Time Limitations. An Indemnifying Person will have no liability with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, other than those in Sections 4.2, 4.4(b), 4.9 and 4.10 and Article X, unless, on or before the 18-month anniversary of the Closing Date, an Indemnified Person notifies the Indemnifying Person of a claim in accordance with the procedures set forth in Section 11.5. Subject to any applicable statutes of limitation, a claim with respect to Sections 4.2, 4.4(b), 4.9 and 4.10 or Article X may be made at any time.

11.10 Limitation on Amount. Notwithstanding any other provision of this Agreement to the contrary, an Indemnifying Person shall not be required to indemnify an Indemnified Person until the aggregate amount of all Third Party Claims and/or a Party's claim against the Indemnifying Person exceeds Thirty Five Thousand Dollars (\$35,000); provided that once such

claims exceed Thirty Five Thousand Dollars (\$35,000), the Indemnifying Person shall be required to indemnify the Indemnified Person with respect to all indemnifiable claims, including indemnifiable claims for the initial Thirty Five Thousand Dollars (\$35,000). Further, in no event shall an Indemnifying Person's obligations for indemnification under this Agreement exceed in the aggregate Two Million Five Hundred Thousand Dollars (\$2,500,000). However, this Section 11.10 will not apply to (A) any breach of any representation and warranty as to which the Indemnifying Person had knowledge at any time prior to the date on which such representation and warranty is made, (B) any intentional breach by any Indemnifying Person of any covenant or obligation under this Agreement or (C) any breach of any representation or warranty made in Sections 4.2, 4.4(b), 4.9, 4.10 or Article X. The indemnification provisions in this Article XI set forth the exclusive remedies of the parties hereto following the Closing for a breach of a representation, warranty or covenant under this Agreement or any other claims relating to this Agreement.

ARTICLE XII

Termination

12.1 Events of Termination. This Agreement may be terminated: (a) by the mutual written consent of the Parties; (b) by Buyer or Seller, by written notice to the other Party, if the FCC Consent has not been obtained (other than as a result of the failure by the Party seeking to terminate this Agreement to comply in all material respects with its obligations under this Agreement) on or prior to June 7, 2008 (such date, the "***Outside Date***"); (c) by Seller, if all conditions set forth in Section 7.1(a) have been satisfied and the Closing has not occurred on or prior to March 7, 2008; (d) by Seller, by written notice to Buyer, if Buyer is in material breach of this Agreement (including without limitation a willful failure by Buyer to consummate the transactions contemplated hereby), such that the conditions set forth in Sections 7.2(b) and 7.2(c) would not be satisfied as a result of such breach if the Closing Date were the date of any such determination of such breach, and Seller is then not in material breach of this Agreement; provided that, if Buyer's breach is capable of being cured prior to all other applicable conditions to Closing being met and the Buyer is diligently seeking to cure Buyer's breach, such termination by Seller shall be effective only when such other conditions are met and Buyer's breach has not been cured; (e) by Buyer, by written notice to Seller, if Seller is in material breach of this Agreement such that the conditions set forth in Sections 7.1(b) and 7.1(c) would not be satisfied as a result of such breach if the Closing Date were the date of any such determination of such breach, and Buyer is not then in material breach of this Agreement; provided that, if Seller's breach is capable of being cured prior to all other applicable conditions to Closing being met and Seller is diligently seeking to cure Seller's breach, such termination by Buyer shall be effective only when such other conditions are met and Seller's breach has not been cured; or (f) as otherwise provided in this Agreement pursuant to Sections 9.1 and 9.3.

12.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 12.1, it will forthwith become null and void, and there will be no liability or obligation on the part of any party hereto (or any of their respective officers, directors, employees, agents or other representatives or Affiliates) except as provided below and except that the provisions with respect to expenses in Section 13.17 and confidentiality in Section 13.18 will continue to apply following any such termination.

Notwithstanding any other provision in this Agreement to the contrary, upon termination of this Agreement pursuant to Section 12.1(e) hereof, Seller will remain liable to Buyer for any breach of this Agreement by Seller existing at the time of such termination. Additionally, upon termination of this Agreement pursuant to Section 12.1(c) or Section 12.1(d) hereof, Buyer's sole liability to Seller for any breach of this Agreement by Buyer existing at the time of such termination shall be satisfied by release of the Escrow Deposit to Seller. Seller, in the event of a failure by Buyer to deliver the escrow instruction if and when required by Section 2.2(a)(ii), on the one hand, or Buyer, on the other hand, may seek such remedies, including Damages and fees of attorneys, against the other with respect to any such breach resulting in a termination pursuant to Section 12.1(e) or Section 12.1(d), as applicable, as are provided in this Agreement or as are otherwise available at law or in equity. Seller waives, and shall not assert, any right or remedy other than a right to receipt of the Escrow Deposit in connection with such termination (and, in connection with such termination, any breach giving rise thereto) against Buyer or any Buyer Group Member. Notwithstanding anything to the contrary contained herein, in the event the Closing does not occur, the aggregate liability of the Buyer Group Members hereunder for all losses and damages arising from or in connection with this Agreement and the transactions contemplated hereby shall not exceed US\$400,000.00.

ARTICLE XIII

Miscellaneous

13.1 Termination of Time Brokerage Agreement. Buyer and Seller shall cause the Time Brokerage Agreement to be terminated effective as of the Closing Date, with the fee payable thereunder prorated as of the Closing Date to account for any overpayment of fees paid in advance.

13.2 Further Assurances. Each party shall, from time to time, upon the request of another party, execute, acknowledge and deliver to the other party such other documents or instruments, and take any and all actions as are reasonably necessary for the implementation and consummation of the transactions contemplated by this Agreement. In furtherance and not in limitation of the foregoing, following Closing, Seller shall take such actions as Buyer may reasonably request in order to obtain any consents that have not been obtained prior to Closing and that are necessary for the assignment of Seller's title to, interest in and rights under, any Contracts.

13.3 Notice of Proceedings. Each party hereto will promptly and in any case within ten Business Days notify the other party in writing upon becoming aware of any Order or any complaint praying for an Order restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder, or upon receiving any notice from any Governmental Authority of its intention to institute an investigation into, or institute a suit or proceeding to restrain or enjoin the consummation of this Agreement or such transactions, or to nullify or render ineffective this Agreement or such transactions if consummated.

13.4 Notices. Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing (including telexes, telecopies, facsimile transmissions and similar writings) and shall be effective when transmitted and confirmation of

receipt is obtained for telexes, telecopies, facsimile transmissions and similar writings; when delivered personally; or one day after being sent by recognized overnight courier; in each case to the following address or telecopier number, as applicable:

If to Seller to:

Island Broadcasting Company
c/o Richard D. Bogner
4 Hunters Lane
Roslyn, New York 11576
Telephone: (516) 627-5103
Telecopier: (516) 627-4469

with copies to:

Howard J. Braun, Esquire
Shelley Sadowsky, Esquire
Katten Muchin Rosenman, LLP
1025 Thomas Jefferson Street, N.W.
East Lobby, Suite 700
Washington, DC 20007-5201
Telephone: (202) 625-3500
Telecopier: (202) 298-7570

If to Buyer to:

TVC New York License LLC
c/o TVC Broadcasting LLC
10005 NW 19th Street
Miami, Florida 33172
Attention: Jose Ramon Grau Pelegri
Telephone: (786) 845-3800
Telecopier: (786) 845-3040

with copies (which shall not constitute notice) to:

David L. Perry, Jr.
Holland & Knight LLP
222 Lakeview Avenue, Suite 1000
West Palm Beach, Florida 33401
Telephone: (561) 833-2000
Telecopier: (561) 650-8399

or at such other address as either party shall specify by notice to the other.

13.5 Headings and Entire Agreement; Amendment. The article, section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of

reference only. This Agreement (together with the schedules and exhibits hereto and the Ancillary Agreements, for the avoidance of doubt, including, without limitation, letter agreements entered into on the date hereof) embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all negotiations, representations, warranties, commitments, offers, Contracts and writings prior to the date hereof. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

13.6 Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement.

13.7 Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Neither this Agreement nor any obligation hereunder shall be assignable except with the prior written consent of the other parties hereto which may be withheld for any reason; provided, however, that (a) Buyer may assign this Agreement, in whole or in part, to any direct or indirect wholly owned Subsidiary of Buyer without Seller's prior written consent, provided Buyer agrees in writing with Seller to unconditionally guarantee all obligations of such assignee under this Agreement and (b) Buyer may assign as collateral and grant a security interest in all of its right, title and interest under this Agreement (but not its obligations) to its lenders providing the financing to Buyer to enable Buyer to consummate the transactions contemplated hereby.

13.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

13.9 Exhibits, Schedules and Attachments. The Exhibits and Schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions in this Agreement shall control. Unless the context otherwise requires, references herein (a) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement; and (b) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

13.10 Rights Cumulative. Except as set forth herein, all rights, powers and remedies herein given to the parties hereto are cumulative and not alternative, and are in addition to all statutes or rules of law.

13.11 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New York applicable to Contracts made and to be performed therein.

13.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance, is held invalid, such invalidity shall not affect any other provision which

can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

13.13 Third-Party Rights. Except as expressly provided in Article XI hereof with respect to Indemnified Persons, nothing in this Agreement (including the Schedules, Exhibits and other attachments hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any Person not a party to, or any property not subject to, this Agreement.

13.14 Specific Performance. Seller acknowledges that the Broadcasting Assets to be sold and delivered to Buyer pursuant to this Agreement are unique and that Buyer has no adequate remedy at law if Seller shall fail to perform any of its obligations hereunder, and Seller therefore confirms and agrees that Buyer's right to specific performance is essential to protect the rights and interests of Buyer. Accordingly, in addition to any other remedies which Buyer may have hereunder or at law or in equity or otherwise, Seller hereby agrees that Buyer shall have the right to have all obligations, undertakings, agreements and other provisions of this Agreement specifically performed by Seller and that Buyer shall have the right to obtain an order or decree of such specific performance in any of the courts of the United States or of any state or other political subdivision thereof, and that Buyer shall not be required to pay or post any bond in connection with any such equitable relief.

13.15 Resolution of Disputes. Subject to Section 13.14, all disputes (including Disputes), claims or controversies arising out of or relating to this Agreement and the Ancillary Agreements or the negotiation, validity or performance hereof or the transactions contemplated hereby that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration before the American Arbitration Association ("AAA"). Arbitration proceedings shall be initiated with 30 days of a written request therefor by any party. The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by the AAA unless specifically modified herein. The arbitrator's decision shall set forth a reasoned basis for his or her decision, including any award of damages or finding of liability. Each party hereby irrevocably submits to the jurisdiction of the AAA with respect to any such matter and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. Each of the parties irrevocably and unconditionally consents (on behalf of itself and its Affiliates) to the exclusive jurisdiction of the AAA to resolve all disputes, claims or controversies arising out of or relating to this Agreement and the Ancillary Agreements or the negotiation, validity or performance hereof or the transactions contemplated hereby.

13.16 Bulk Sales Waiver. Seller and Buyer waive compliance with applicable Laws under any version of Article 6 of the Uniform Commercial Code adopted by any state or any similar Law relating to a bulk sale in connection with the sale of the Broadcasting Assets hereunder.

13.17 Costs and Expenses. Except as expressly provided elsewhere herein, each of the parties hereto shall bear all costs and expenses incurred by it in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein. The

payment of all sales, use, transfer or similar Taxes, documentation stamps, recording costs or other similar charges imposed by any and all Governmental Authorities (excluding any income Taxes) with respect to the transfer of title to the Broadcasting Assets hereunder and the other transactions contemplated hereby shall be borne by Buyer. All costs and fees incurred in connection with clearing and removing any Encumbrances shall be the sole responsibility of Seller.

13.18 Confidentiality. Seller shall, and shall cause each of its Affiliates to, maintain confidential and not use for any purpose any information relating to the Station (other than information in the public domain not as the result of a breach of this Agreement), except: (a) for disclosure to authorized representatives of Buyer; (b) as necessary to the performance of this Agreement; (c) as authorized in writing by Buyer; or (d) to the extent that disclosure is required by Law or the Order of any Governmental Authority under color of law; provided, that, prior to disclosing any information pursuant to this clause (d), the disclosing Person shall have given prior written notice thereof to Buyer and, to the extent practicable, provided Buyer with the opportunity to contest such disclosure at Buyer's expense. Notwithstanding any other provision of this Agreement, Seller agrees that Buyer shall be entitled to equitable relief, including the remedy of specific performance, with respect to any breach or attempted breach of the foregoing covenants.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Asset Purchase Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

ISLAND BROADCASTING COMPANY

By: Richard D. Bogner
Name: Richard D. Bogner
Title: General Partner

TVC NY LICENSE LLC

By: _____
Name: Jose Ramon Grau Pelegri
Title: President

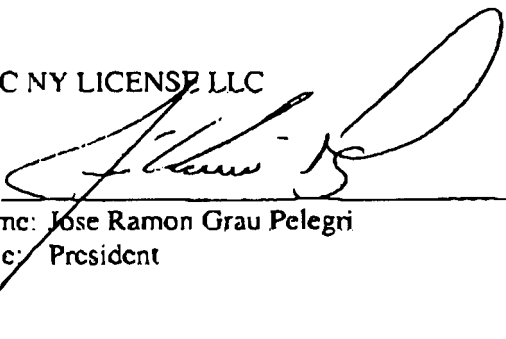
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IN WITNESS WHEREOF, each party has caused this Asset Purchase Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

ISLAND BROADCASTING COMPANY

By: _____
Name: Richard D. Bogner
Title: General Partner

TVC NY LICENSE LLC

By:  _____
Name: Jose Ramon Grau Pelegri
Title: President

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