

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this 30th day of September, 2003, by and between Television Fit for Life, Inc., a Florida corporation ("Seller"), and Sinclair Media II, Inc., a Maryland corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the FCC licensee of broadcast television station WFGX-TV, licensed to Ft. Walton Beach, Florida (the "Station");

WHEREAS, pursuant to that certain Option Agreement, dated as of February 7, 1996 (the "Option Agreement"), Seller granted to Purchaser (as successor to Heritage Media Corporation) an option to purchase the assets used in the operation of the Station (the "Purchase Option"), which such option could be exercised in whole or in part;

WHEREAS, pursuant to the Option Agreement, the first part of the Purchase Option related to the fixed assets of the Station was exercised in February 1996;

WHEREAS, on June 23, 2003, Purchaser notified Seller of its intention to exercise the second part of the Purchase Option related to the intangible assets of the Station pursuant to the Option Agreement;

WHEREAS, the transactions contemplated by this Agreement are subject to the prior approval of the Federal Communications Commission;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PURCHASE, SALE AND ASSUMPTION OF LIABILITIES

1.1. Purchase and Sale of Intangible Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined herein), Seller shall assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, all right, title and interest in and to the assets used in the operations of the Station that are owned or under the control of Seller (even if in the custody of others for the benefit of Seller), wherever located, and whether or not on the books and records of Seller (the "Intangible Assets"), free and clear of all liens, security interests, charges, encumbrances and rights of others, including (without limitation) the following:

(a) All licenses, permits and auxiliary authorizations issued by the Federal Communications Commission (the "FCC") for the operation of the Station, together with any and all renewals, extensions and modifications thereof ("FCC Licenses");

(b) All tradenames, trademarks, patents, service marks, copyrights, logos and similar intangibles owned by Seller and used in the Station's operations, and all of Seller's rights in and to the call letters "WFGX";

(c) FCC logs and all materials maintained in the Seller's public file relating to the Station; and

(d) All programming materials, programs, jingles and promotional materials owned or held by Seller and used in the operation of the Station, whether recorded on tape or any other substance or intended for live performance and whether completed or in production.

1.2. Assumed Liabilities. At the Closing, Purchaser shall assume all obligations of the Station relating to the **Intangible Assets (the "Assumed Liabilities")**, to the extent that the same accrue and fall due in respect of periods on and after the Closing Date.

2. CONSIDERATION; CLOSING.

2.1. Consideration. The consideration for the transactions contemplated hereunder shall be (a) the assumption by Purchaser of the Assumed Liabilities pursuant to Section 1.2 hereof and (b) those amounts paid or to be paid by Purchaser to Seller pursuant to the Option Agreement in the amount of Five Hundred Twenty Thousand Dollars (\$520,000).

2.2. Closing.

(a) The parties hereto shall be obligated to consummate the transactions contemplated hereby at the closing (the "Closing"), which shall take place at 10:00 EST, on a date not more than ten (10) days following the date of the Final Order, as Purchaser shall specify in writing to Seller at least two (2) days in advance, or, if Purchaser fails to so specify, on the tenth date following the date of the Final Order (the "Closing Date"). As used herein, the term "Final Order" shall mean that the FCC has granted or given its consent, without any condition materially adverse to Purchaser or Seller, to the assignment of the FCC Licenses to Purchaser (the "FCC Consent"), and its order shall have become final, that is, the time period for filing any petition to deny, requests for stay, reconsideration by the FCC, petitions for rehearing or appeal of such order shall have expired, and that no timely filed petition to deny, request for stay, reconsideration by the FCC, petition for rehearing or appeal of such order shall be pending.

(b) Notwithstanding the above subsection (a), Purchaser may waive the requirement that the FCC Consent become a Final Order, in its sole and absolute discretion, and, in such case, the Closing Date shall be specified in writing by Purchaser to Seller at least two (2) days in advance of such date.

2.3. Closing Procedure. On the Closing Date, Seller shall execute and deliver to Purchaser such instruments of assignment, transfer and conveyance and similar documents as Purchaser may reasonably request.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

3.1. Organization; Good Standing. Seller is a corporation, duly organized, validly existing and in good standing under the laws of Florida, its state of incorporation, and has all requisite corporate power and authority to own the Intangible Assets.

3.2. Due Authorization; Execution and Delivery. Subject to the issuance of the Final Order, the Seller has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. Seller has taken all requisite action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally. Neither the execution and delivery by the Seller of this Agreement nor the consummation by it of the transactions contemplated hereby will: (a) conflict with or result in a breach of its articles of incorporation or bylaws; (b) subject to the issuance of the Final Order, violate any statute law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or (c) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under), or result in the creation of any lien on any of the Intangible Assets pursuant to, any agreement, indenture, mortgage or other instrument to which Seller is a party.

3.3. Title to Intangible Assets; No Infringement. Seller is the sole and exclusive legal owner of all right, title and interest in, and has good and marketable title to, all of the Intangible Assets, free and clear of liens, claims and encumbrances. There is no claim of infringement or other complaint that any of the Intangible Assets violates or infringes the rights or the trade names, copyrights, trademarks or similar intangible rights of others.

3.4. Licenses. Seller has furnished to Purchaser true and correct copies of the Station's FCC Licenses, and any other license granted by any other governmental authority owned or held by Seller and necessary for the lawful ownership and operation of the Station.

3.5. Employees. The Purchaser shall not hire any of the employees of the Seller and such persons shall remain employees of the Seller. The Seller shall remain responsible, and the Purchaser shall assume no obligation, for any liability arising out of the employment, and/or termination of employment, of any of Seller's employees.

3.6. Litigation. Except as set forth on the Disclosure Schedule which is attached hereto and incorporated herein, as of the date hereof, there is no action, suit,

investigation, claim, arbitration, litigation or similar proceeding, nor any order, decree or judgment pending, or threatened, against the Seller or the Intangible Assets.

3.7. Contracts. The Disclosure Schedule contains a complete and accurate list of all contracts and agreements (a) relating to the Intangible Assets, and (b) relating to the Station and in the name of the Seller (collectively, the "Contracts"). The Seller is not in default with respect to any of the Contracts, and the Seller shall have paid all sums and performed all obligations under the Contracts which are required to be paid or performed prior to the Closing Date. Purchaser shall assume such Contracts as of the Closing Date.

3.8. Brokers. There has been no act of Seller or its representatives that would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

4.1. Organization; Good Standing. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of Maryland, its state of incorporation.

4.2. Due Authorization; Execution and Delivery. Subject to the issuance of the Final Order, Purchaser has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. Purchaser has taken all requisite action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally. Neither the execution and delivery by the Purchaser of this Agreement nor the consummation by it of the transactions contemplated hereby will: (i) conflict with or result in a breach of its articles of incorporation or bylaws; (ii) subject to the issuance of the Final Order, violate any statute law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any agreement, indenture, mortgage or other instrument to which Purchaser is a party.

5. CERTAIN COVENANTS AND AGREEMENTS.

5.1. FCC Consent. Within ten (10) business days after the date hereof, Seller and Purchaser shall prepare and thereafter shall promptly file with the FCC the requisite assignment applications to transfer the FCC Licenses from Seller to Purchaser (collectively, the "Assignment Application"). The parties shall thereafter prosecute the Assignment Application with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain the grant of the Assignment Application as

expeditiously as practicable. Each party will promptly provide to the other party a copy of any pleading, order or other document served on them relating to such Assignment Application.

5.2. Confidentiality. Neither party shall publish any press release or make any other public announcement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which shall not be unreasonably withheld.

5.3. Cooperation. Seller and Purchaser shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Seller and Purchaser shall execute such other documents as may be necessary or desirable to implement and consummate this Agreement.

5.4. Further Assurances. From and after the Closing, each party shall from time to time, at the request of the other party and without further cost or expense to such requesting party, execute and deliver such other instruments of conveyance and transfer and take such other actions as such other party may reasonably request in order more effectively to carry out the provisions of this Agreement and to vest in the Purchaser good and marketable title to the Intangible Assets.

6. MISCELLANEOUS.

6.1. Fees and Expenses. Each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees of counsel, agents and representatives; provided, however, that all filing fees and other charges levied by the FCC or other governmental authority in connection with the transactions contemplated by this Agreement shall be paid one-half by Seller and one-half by Purchaser.

6.2. Notices. All notice, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with confirmation receipt), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date sent by facsimile with receipt confirmed, the date of personal delivery or the date set forth in the records of the personal delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:
Carl Scarlata, Jr.
P.O. Box 99
Oceanside, NY 11572

with a copy to:
James A. Koerner, Esquire

Koerner & Olender, P.C.
5809 Nicholson Lane
N. Bethesda, MD 20852

If to Purchaser:
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: David Amy

with a copy to:
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: General Counsel

6.3. Assignment. Purchaser shall have the right to assign its rights and obligations under this Agreement in its sole and absolute discretion. This Agreement is not assignable by Seller without the prior written consent of the Purchaser.

6.4. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which, when taken together, shall constitute one and the same instrument.

6.5. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supercedes any prior agreements and understandings between the parties with respect to the subject matter.

6.6. Waiver. No attempted waiver of compliance with any provision of this Agreement, or consent required pursuant to this Agreement, will be effective unless evidenced by an instrument in writing by the party against whom the enforcement of any such waiver or consent is sought.

6.7. Specific Performance. The parties recognize that if, prior to the Closing Date, Seller breaches this Agreement and refuses to perform under the provisions hereof, monetary damages alone would not be adequate to compensate Purchaser for its injury. Purchaser shall therefore be entitled to specific performance of the terms of this Agreement.

6.8. Survival of Representations. All representations and warranties of Seller and Buyer contained herein shall survive the Closing Date for a period of twelve (12) months after the Closing Date.

6.9. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland without regard to its conflict of laws rules.

6.10. Capitalization. Unless specifically defined herein, all capitalized terms shall have the meanings ascribed to them in the Option Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed by the duly authorized officers of Seller and Purchaser as of the date first above written.

TELEVISION FIT FOR LIFE, INC.

By: Carl Scarlata, Jr.
Carl Scarlata, Jr., President

SINCLAIR MEDIA II, INC.

By: [Signature]