

AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of February ___, 2006, by and between IT Communications, Inc. ("Seller"), and K Licensee, Inc. ("Buyer")

RECITALS

WHEREAS, Seller is the licensee of low power television station W17CD, Stamford, Connecticut ("Station").

WHEREAS, Seller desires to sell and Buyer desire to purchase the assets, as defined below ("Assets"); and

WHEREAS, such purchase and sale, as contemplated by this Agreement, is subject to and conditioned upon the consent of the Federal Communications Commission ("FCC") to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Seller and Buyer agree as follows:

ARTICLE I ASSETS TO BE CONVEYED

1.1 **Transfer of Assets.** On the Closing Date (defined below), Seller shall sell transfer, convey and assign to Buyer, and Buyer shall acquire by purchase the assets of the Station, any licenses and authorizations relating thereto, all engineering reports, records, and any pending applications, but excluding the Excluded Assets described in Section 1.2.

1.2 **Excluded Assets.** The Assets to be conveyed to Buyer at Closing by Seller shall include only those assets described in Section 1.1, above. Any other assets owned or controlled by Seller are not to be included in the Assets and are to be excluded from this sale transaction. Such excluded assets (the "Excluded Assets") shall include, but shall not be limited to, the following:

(a) **Cash.** Seller's cash, cash equivalents, account receivables, prepaid items and deposits.

(b) **Insurance.** All contracts of insurance, insurance proceeds and insurance claims made by Seller relating to the Assets.

(c) **Internal Information.** Financial, accounting and management information software of Seller.

(d) **Other Items.** Any other records or materials, including intellectual property owned or controlled by Seller not used or useable in conjunction with the Station.

1.3 **Liabilities.** The Assets shall be transferred and conveyed to Buyer at Closing free and clear of all liens and encumbrances.

ARTICLE II PURCHASE PRICE, ESCROW DEPOSIT, PAYMENT

2.1 **Purchase Price.** The consideration to be paid by Buyer to Seller for the Assets shall be SEVENTY-FIVE THOUSAND U.S. DOLLARS (\$75,000.00) (the "Purchase Price").

2.2 **Escrow Deposit.** Within two (2) business days after the execution and delivery of this Agreement, Buyer shall deliver to Katten Muchin Rosenman LLP (the "Escrow Agent") the sum of SEVEN THOUSAND FIVE HUNDRED U.S. DOLLARS (\$7,500.00) (the "Escrow Deposit"), which sum shall be held and disbursed in accordance with the provisions of the Escrow Agreement attached hereto as **Exhibit A**. If the Escrow Deposit is not deposited with the Escrow Agent within two (2) business days of execution of this Agreement, Seller may, within two (2) business days thereafter, terminate this Agreement with no further obligation to Buyer. At Buyer's election, the Escrow Deposit may be credited to the Purchase Price, or shall be disbursed to Buyer at the Closing, together with accumulated interest.

2.3 **Cash at Closing.** At the Closing, described in Section 3.1 below, Buyer shall deliver to Seller a sum equal to the Purchase Price or, if the Escrow Deposit is disbursed to Seller, the sum of Sixty-Seven Thousand, Five Hundred Dollars (\$67,500.00) by wire transfer of federal funds or by bank cashier's or certified check for immediately available funds.

ARTICLE III THE CLOSING

3.1 **Time and Place of Closing.** The closing of the sale and purchase of the Assets (the "Closing") shall be held in the offices of Buyer, on a mutually agreed upon date which shall be the later of five (5) business days after the FCC has granted, without any conditions materially adverse to either party, (i) the FCC Application as defined below (the "FCC Consent"), and the Consent shall have become a Final Action, or such other time and place as shall be mutually agreed upon by the parties (the "Closing Date"). "Final Action" is an action of the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended; with respect to which no timely petition for reconsideration or administrative or judicial appeal or sua sponte action of the FCC with comparable effect is pending and as to which the time for filing any such petition or appeal (administrative or judicial) or for the taking of any sua sponte action of the FCC has expired.

3.2 **Deliveries by Seller.** At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer:

(a) An instrument assigning to Buyer all right, title and interest of Seller in the FCC authorizations of the Station;

(b) A receipt for the Closing Payment; and

(c) Any other documents reasonably requested by Buyer in order to effectuate the purposes of this Agreement.

3.3 **Deliveries by Buyer.** At the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance reasonably satisfactory to Seller:

- (a) The Closing Payment in immediately available funds; and
- (b) Any other documents reasonably requested by Seller in order to effectuate the purposes of this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, all of which shall be true and correct at Closing.

4.1 **Authorization.** Seller has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar law affecting the rights of creditors generally, and equitable principles.

4.2 **No Defaults.** The execution, delivery and performance of this Agreement by Seller will not (a) give rise to any right of termination, cancellation or acceleration under or conflict with any of the terms, conditions or provisions of any contract, note, bond, mortgage or other instrument or obligation to which Seller is a party or by which either Seller or any of the Assets may be bound, (b) in any material respect violate any law, statute, rule, regulation, order, injunction or decree of any federal, state or local governmental authority or agency applicable to Seller or the Station, or (c) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets.

4.3 **Licenses and Authorizations.** Seller is the holder of the FCC license issued for the Station, which is in full force and effect. Except for proceedings of general applicability, to the Seller's knowledge, no application, action or proceeding is pending for the modification of the FCC authorizations for the Station, and no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of such FCC authorizations, the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction. Except as may be set forth in *Schedule 4.3*, the Station is operating in compliance with FCC rules and policies. All material applications, reports and other disclosures required by the FCC with respect to the Station have been, or will be at the Closing, duly filed.

4.4 **Litigation and Compliance with Laws.** There is no litigation pending by or against or, to the best of Seller's knowledge, threatened against Seller which may adversely affect the

Station or any of the Assets or Seller's ability to perform in accordance with the terms of this Agreement.

4.5 **No Brokers.** There is no broker or finder or other person who would have any valid claim against Buyers for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Seller.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller, all of which shall be true and correct at Closing:

5.1 **Authorization.** Buyer has the right, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally, and equitable principles.

5.2 **No Defaults.** The execution, delivery and performance of this Agreement by Buyer will not (a) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any material agreement, contract, instrument or agreement to which Buyer is a party or by which Buyer may be bound, or (b) in any material respect violate any law, statute, rule, regulation, order, injunction decree of any federal, state or local governmental authority or agency applicable to Buyer.

5.3 **Litigation.** There is no litigation pending by or against or, to the best of Buyer's knowledge, threatened against Buyer which may adversely affect the Station or any of the Assets or Buyer's ability to perform in accordance with the terms of this Agreement.

5.4 **No Brokers.** There is no broker or finder or other person who would have any valid claim against Sellers for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

ARTICLE VI COVENANTS

6.1 **FCC Application.** Within five (5) calendar days from the date of this Agreement, Seller and Buyer will join together to file an application with the FCC requesting its consent to the assignment of the authorizations held by Seller to Buyer (the "FCC Application"). Seller and Buyer will diligently take, or cooperate in the taking of, all steps that are necessary or desirable to expedite the preparation, filing and prosecution of the FCC Application. The parties acknowledge that the sale of the Assets from Seller to Buyer is contingent on the consent and approval of the FCC.

6.2 **Station Operations.** Between the date hereof and the Closing Date, Seller shall either resume operation of the Station or maintain special temporary authority from the FCC for the Station to remain silent.

ARTICLE VII CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or at Closing:

7.1 **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement shall, without material exception, be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of such time.

7.2 **Litigation.** No litigation shall have been commenced or threatened, and no investigation by any government entity shall have been commenced against Buyer or Seller, or any officer, director, or owner of either of them, seeking to enjoin or terminate the transactions contemplated hereby.

7.3 **FCC Consent.** The FCC shall have given the FCC Consent without any conditions materially adverse to Seller.

ARTICLE VIII CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or at Closing:

8.1 **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall, without material exception, be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of such time.

8.2 **Covenants and Agreements.** Seller shall have performed all of its covenants and agreements required by this Agreement to be performed or complied with on or prior to the Closing Date.

8.3 **FCC Consent.** The FCC shall have given the FCC Consent without any conditions materially adverse to Buyer.

8.4 **Station Operations.** By the Closing Date, the Station shall have either resumed operations or received special temporary authority from the FCC to remain silent until a date post-Closing.

ARTICLE IX SURVIVAL AND INDEMNIFICATION

9.1 **Survival.** All representations, warranties, covenants and agreements of Seller and Buyer contained in this Agreement or in any related document shall survive the Closing for a period of nine (9) months.

9.2 **Indemnification of Buyer by Seller.** Subject to the terms and conditions of this Article IX, Seller hereby agrees to indemnify and hold harmless Buyer, and its officers, directors, employees, members, managers and controlled and controlling persons (“Buyer’s Affiliates”) from and against all Claims asserted against, resulting to, imposed upon, or incurred by Buyer, Buyer’s Affiliates or the Assets transferred to Buyer pursuant to this Agreement directly or indirectly, by reason of, or resulting from (a) the inaccuracy or breach of any representation or warranty of Seller contained or made pursuant to this Agreement (regardless of whether such breach is deemed “material”); (b) the breach of any covenant of Seller (regardless of whether such breach is deemed “material”); and (c) any Claim brought by or on behalf of any broker or finder employed or used by Seller or any of its members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein.

As used in this Article IX, the term “Claim” shall include (i) all liabilities; (ii) all losses, damages (including without limitation consequential damages), judgments, awards, and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including, without limitation, interest [including prejudgment interest in any litigated or arbitrated matter] court costs, and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

9.3 **Indemnification of Seller by Buyer.** Subject to the terms and conditions of this Article X, Buyer agrees to indemnify, defend and hold harmless Seller, for and against all claims asserted against, resulting to, imposed upon or incurred by Seller, its officers, employees, members, managers, and controlled and controlling persons (hereinafter “Seller’s Affiliates”) from or against all Claims asserted against, resulting to, imposed upon, or incurred by Seller, directly or indirectly, by reason of, or resulting from: (i) the inaccuracy of any breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement (regardless of whether such breach is deemed “material”); (ii) the breach of any covenant of Buyer contained in this Agreement (regardless of whether such breach is deemed “material”); and (iii) any Claim (as defined above) brought by or on behalf of any broker or finder retained, employed or used by Seller or any of its officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein.

9.4 **Indemnification of Third-Party Claims.** The following provisions shall apply to any Claim subject to indemnification which is (i) a suit, action or arbitration proceeding filed or instituted by any third party, or (ii) any other form of proceeding or assessment instituted by any Government Entity.

(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the “Indemnified Party”) will give the party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. The assumption of defense shall constitute an admission by the Indemnifying Party of its indemnification obligation hereunder with respect to such Claim, and its undertaking to pay directly all costs, expenses, damages, judgments, awards, penalties and assessment incurred in connection therewith. Failure to give such notice shall not affect the Indemnifying Party’s duties or obligations under this Article IX, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records or other material used by it and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

(b) Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment.

(c) Indemnified Party’s Rights. Anything in this Article IX to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

9.5 **Payment.** The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article IX. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from the above judgment, then the Indemnifying Party shall pose and pay the case of the security or bond to stay execution of the judgment pending appeal. Upon payment in full by the Indemnifying Party, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party of made such third party Claim.

ARTICLE X TERMINATION

10.1 Termination.

(a) Right of Termination Without Breach.

This Agreement may be terminated without further liability of either party at any time prior to the Closing:

(i) by mutual agreement of Buyer and Seller; or

(ii) by either Buyer or Seller if the Closing shall not have occurred on or before nine (9) months after the FCC Application has been accepted for filing by the FCC, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date; or

(b) Termination for Breach

(i) Termination by Buyer. If Seller has failed to cure any material violation or breach of any of its agreements or representations or warranties contained in this Agreement within five (5) business days after delivery of written notice of violation or breach from Buyer, or there has been a failure of satisfaction of a condition to the obligations of Buyer which has not been waived by Buyer, or Seller shall have attempted to terminate this Agreement under this Article X or otherwise without grounds to do so, then Buyer, by written notice to Seller at any time prior to Closing that such violation, breach, failure or wrongful termination attempt is continuing, may terminate this Agreement. Upon termination by Buyer pursuant to this Section 10.1(c) Buyer shall be entitled to any right and remedy available at law or in equity, including specific performance.

(ii) Termination by Seller. Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach, Seller would be entitled to compensation, the extent of which is difficult to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to terminate this Agreement on the scheduled Closing Date and immediately receive the Escrow Deposit (plus interest) as liquidated damages in lieu of any other remedies to which Seller might be entitled due to Buyer's wrongful failure to consummate this Agreement.

XI MISCELLANEOUS PROVISIONS

11.1 **Risk of Loss.** The risk of any loss, damage or destruction to any of the Assets from fire any act of God or *force majeure* shall be borne by Seller at all times prior to the Closing Date hereunder.

11.2 **Expenses**. Each party shall pay the cost of its own counsel and, except as otherwise provided herein, all other costs and expenses incurred in connection with this Agreement and the preparation, filing and prosecution of the FCC Application (FCC Form 345) and any other transactions contemplated herein, will be paid by the party incurring such costs and expenses. Seller and Buyer shall divide equally any filing fees assessed by the FCC in connection with the FCC Application.

11.3 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or by facsimile transmission or mailed by registered or certified mail (return receipt requested), postage prepaid, or by a reputable overnight delivery service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice);

(a) If to Buyer, to:

Young D. Kwon
K Licensee, Inc.
136-56 39th Avenue, 4th Floor
Flushing, NY 11354
Fax: 718.358.9300

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

Erwin G. Krasnow, Esq.
Garvey Schubert Barer
1000 Potomac Street, N.W. 5th Floor
Washington, DC 20007-3501
Fax: 202.965.1729

b) If to Seller to:

Allen Christopher
IT Communications, Inc.
c/o Katten Muchin Zavis Rosenman
1025 Thomas Jefferson Street, N.W.
East Lobby, Suite 700
Washington, DC 20007-5201
Fax: 202.295.1113

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

Howard J. Braun, Esq.
Katten Muchin Rosenman LLP
1025 Thomas Jefferson Street, NW
East Lobby, Suite 700
Washington, DC 20007-5201
Fax: 202.295.1113

11.4 **Governing Law**. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of New York (and not the laws pertaining to conflicts or choice of law).

11.5 **Counterparts**. This Agreement may be executed in several counterparts, all of which taken together shall constitute one and the same instrument, notwithstanding that each party may execute a different counterpart. This Agreement shall be effective and legally binding upon delivery of facsimile signatures.

11.6 **Entire Agreement; Amendments**. This Agreement, including the schedules hereto, embody the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties. This Agreement may not be amended except in writing signed by each party.

[This space intentionally left blank. Signature page follows]

[Signature page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed as of the date first above written.

SELLER:

IT COMMUNICATIONS, INC.

By: 

Allen Christopher
President

BUYER:

K LICENSEE, INC.

By: _____

Young D. Kwon
President

[Signature page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed as of the date first above written.


SELLER:

IT COMMUNICATIONS, INC.

By: _____
Allen Christopher
President

BUYER:

K LICENSEE, INC.

By:  _____
Young D. Kwon
President