

BOOK 240 PAGE 945

EXHIBIT A
TO FOURTEENTH AMENDMENT OF LEASE

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B", "C" and "D" on a certain map or survey entitled: "Map Showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut, Scale 1" = 200', February 1987, Prepared By Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

received March 21 1991 At 5:40 P.M.

Recorded in TOWN OF AVON

Land Records - Vol. 243 Page 941

Charles B. Johnson Town Clerk

Exhibit II

Purchase and Assignment Agreement

PURCHASE AND ASSIGNMENT AGREEMENT

Purchase and Assignment Agreement ("Agreement"), by and between Two If By Sea Broadcasting Corporation ("TIBS"), a Delaware corporation, and Martin W. Hoffman, Trustee in bankruptcy for Astroline Communications Company Limited Partnership, Debtor ("Astroline"),

WITNESSETH

WHEREAS, Astroline is the Licensee of television broadcast station WHCT-TV, Hartford, Connecticut ("WHCT-TV") and of private operational fixed microwave stations WNER693 and WNER694, in Hartford, Connecticut (the "OFS Licenses"); and

WHEREAS, Astroline is the Lessee of certain real property located on Deercliff Road in Avon and West Hartford, Connecticut, pursuant to a Lease from Astroline Connecticut, Inc. (the "Lease"); and

WHEREAS, Astroline is in a Chapter 7 bankruptcy proceeding in the U.S. Bankruptcy Court for the District of Connecticut, Case No. 88-21124, and Martin W. Hoffman ("Trustee") is the duly appointed, qualified and acting Trustee of the Astroline Estate; and

WHEREAS, TIBS wishes to obtain whatever rights, title and interest the Trustee has in the Lease and the license of WHCT-TV (the "WHCT-TV License") and the OFS Licenses, and the Trustee wishes to assign, transfer or otherwise convey whatever right, title and interest the Trustee has in said Lease and Licenses to TIBS; and

WHEREAS, the approval of the Bankruptcy Court ("Court") is necessary before the contemplated assumption and assignment, transfer, or conveyance of the Lease may be accomplished; and

WHEREAS, the approval of the Court and of the Federal Communications Commission ("FCC") is necessary before the contemplated assignments, transfers or conveyances of the WHCT-TV License and OFS Licenses may be accomplished; and

M.P.

WHEREAS, a Notice of Sale of the proposed assignment to TIBS of whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OPS Licenses has to be filed with the Court and sent to all creditors and other interested parties. A hearing shall be held if any person objects to the sale or wishes to make a higher offer than TIBS; and

WHEREAS, pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OPS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale, and the Lease and Licenses shall be sold to the highest bidder.

NOW, THEREFORE, the Trustee and TIBS, in consideration of the mutual promises hereinafter set forth, do hereby agree as follows:

1. Assets Purchased.

The Trustee agrees to assume the Lease subject to Court approval and to sell and assign to TIBS whatever rights the Trustee has in the Lease, the WHCT-TV License, and the OPS Licenses, and TIBS agrees to purchase and acquire from the Trustee whatever right, title and interest the Trustee has in the Lease, the WHCT-TV License, and the OPS Licenses.

2. Consideration.

Consideration paid to the Trustee by TIBS for the assets identified in paragraph 1 hereof shall be Two Hundred Fifty Thousand (\$250,000.00) Dollars, or such higher bid (if any) in the event of an auction, payable as follows:

a. An initial deposit of Twenty Five Thousand (\$25,000.00) Dollars shall be paid by TIBS to the Trustee upon the Trustee's submission of a motion to the court requesting approval of the assumption and assignment of the Lease, which sum shall be refundable if TIBS is outbid at any auction pursuant to the Notice of Sale or if the Trustee fails to obtain Court approval of the assumption and assignment of the Lease, but which in all other events shall be non-refundable.

b. After Court approval of the Trustee's proposed assumption and assignment of whatever right, title and interest the Trustee has in the lease, TIBS shall pay Twenty Five Thousand (\$25,000.00) Dollars (or such higher bid) to the Trustee, which sum is in addition to the initial deposit of \$25,000.00, for a total purchase price of Fifty Thousand (\$50,000.00) Dollars (or such higher bid) for whatever right, title and interest the Trustee has in the Lease, and the Trustee shall assign whatever right, title and interest the Trustee has in the Lease to TIBS. The aforementioned transaction is not subject to or conditioned upon TIBS receiving FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCF-TV License or the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

c. After final FCC approval of the Trustee's proposed assignment of whatever right, title and interest the Trustee has in the WHCF-TV License, TIBS shall pay Two Hundred Thousand (\$200,000) Dollars (or such higher bid) to the Trustee for whatever right, title and interest the Trustee has in the WHCF-TV License and the OFS Licenses, and the Trustee shall assign whatever right, title and interest he has in the WHCF-TV License and the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

9. Consents.

a. The assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS is subject to the prior approval of the Court and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale.

b. The assignments of whatever right, title and interest the Trustee has in the WHCF-TV License and the OFS Licenses are subject to the prior approval of the Court and of the FCC and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale. TIBS shall, within five (5) days after the execution of this Agreement, prepare and file applications requesting the

consent of the FCC to the assignment of the WHCT-TV License and the OFS Licenses from the Trustee to TIBS. The Trustee and TIBS thereafter will take all measures reasonably necessary to obtain the prompt approval of such applications by the FCC and shall promptly provide any information requested by the FCC in connection with such applications.

4. Closings and Contingencies.

a. Pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale. In the event that TIBS or its designee is outbid at such auction, the closings herein shall not take place, TIBS shall be under no obligation to purchase the Lease, WHCT-TV License, and OFS Licenses from the Trustee, and the Trustee shall be under no obligation to assign or otherwise transfer the Lease, WHCT-TV License, and OFS Licenses to TIBS.

b. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the Lease to TIBS, and TIBS will pay the consideration for such assignment, at a Closing of the Lease Assignment to be held ten (10) days after the Court grants approval of the assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS. In the event that the tenth (10th) day falls upon a weekend, the Closing shall take place on the next following business day. Such Closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties. The Closing of the Lease Assignment is not contingent upon the approval of the FCC and shall take place whether or not the FCC approves any application filed in connection with this Agreement.

c. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the WHCT-TV License and the OFS Licenses to TIBS, and TIBS shall pay the consideration for such

assignments, at a closing to be held ten (10) days after final FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License. In the event that the FCC does not approve the proposed assignment of whatever right, title and interest the Trustee has in the OFS Licenses to TIBS, the consideration to be paid to the Trustee by TIBS shall not be diminished. In the event the the FCC does not approve of the proposed assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, TIBS will be under no obligation to acquire the OFS Licenses. In the event that the tenth (10th) day falls upon a weekend, the closing shall take place on the next following business day. Such closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties.

d. In the event that the proposed assignment of whatever right, title and interest the Trustee has in the OFS License to TIBS is approved by the FCC after the closing of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, the Trustee shall assign whatever right, title and interest the Trustee has in the OFS License to TIBS at a time and place which is mutually agreed upon by the parties.

5. No Warranties or Representations by The Trustee.

The Trustee makes no representation or warranties whatsoever with respect to the existing and continuing validity and effectiveness of the Lease, the WHCT-TV License, and the OFS Licenses.

6. Warranties of TIBS.

a. TIBS is a corporation in good standing under the laws of the State of Delaware, and has full corporate power and authority to carry on the business now conducted by it. TIBS has full power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary corporate action on its part.

b. TIBS is aware of no facts which would cause the Court or the FCC to conclude that TIBS does not possess the

W.P.

requisite legal, technical, and financial qualifications to acquire the Lease and Licenses which are the subjects of this Agreement.

7. Fees.

TIBS shall pay all FCC filing fees which must be filed in connection with the applications contemplated by this Agreement.

8. Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

9. Entire Agreement.

This Agreement embodies the entire agreement and understanding of the parties and supercedes any and all prior agreements, arrangements and understandings relative to the subject matter hereof. There are no warranties, express or implied, except as herein expressly set forth. No amendment and no waiver of compliance with any provision or conditions hereof will be effective unless evidenced by an instrument in writing.

10. Headings.

Paragraph captions herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. Counterparts and Effective Date.

This Agreement may be signed in counterpart, all of which together shall constitute one and the same instrument. This Agreement will become effective on the date that the last signed counterpart is executed.

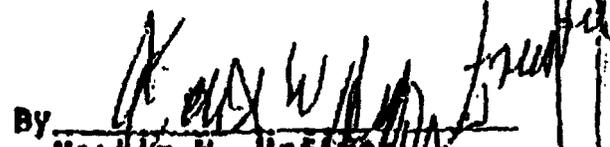
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below:

TWO IF BY SEA
BROADCASTING CORPORATION

By 
President

Dated: March 18, 1993

MARTIN W. HOFFMAN,
TRUSTEE IN BANKRUPTCY OF
ASTROLINE COMMUNICATIONS
COMPANY LIMITED
PARTNERSHIP, DEBTOR

By 
Martin W. Hoffman
Trustee

Dated: 3/1/1993

Exhibit III

Order for Approval of Assumption and Assignment of Non-Residential Real Property Lease

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN THE MATTER OF:

CHAPTER 7 PROCEEDING

ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP,

CASE NO. 88-21124

DEBTOR

ORDER

Upon the Trustee's Motion for Approval of Assumption and Assignment of Non-Residential Real Property Lease, the Notice of Private Sale and Opportunity to make Higher Offer, and the Amended Motion to Assign Lease Free and Clear of Liens and Other Interests having been presented to the Court, and after notice and hearing, and after an auction held pursuant to the Notice of Private Sale and Opportunity to make Higher Offer held in the Bankruptcy Court, 450 Main Street, Hartford, Connecticut on May 19, 1993 where Two if By Sea Broadcasting Corporation was the successful bidder, it is

ORDERED that Martin W. Hoffman, Trustee, shall assume the Lease dated October, 1986 by and between the Debtor, Astroline Communications Company Limited Partnership, as Lessee and Astroline Connecticut, Inc., as lessor, of real property located at 376 Deercliff Road, Avon and West Hartford,

Connecticut and cure the Lease default by payment of the real estate taxes on 376 Deercliff Road due the towns of Avon and West Hartford under the Lease in the amount of \$43,371.45; and it is further

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest of the estate under said Lease to Two If By Sea Broadcasting Corporation for \$50,000.00 plus the payment by Two if By Sea Broadcasting Corporation of the real estate taxes on 376 Deercliff Road due the towns of Avon and West Hartford in the amount of \$43,371.45 under the Lease and upon the other terms and conditions of the Purchase and Assignment Agreement on file with the Court, and it is further

ORDERED that the assignment of the right, title and interest the Trustee has in said Lease shall be free and clear of all liens and interests of Robert & Martha Rose, Astroline Company and Astroline Company, Inc., with the liens and interests, to the extent valid, attaching to the \$50,000.00 proceeds, and it is further

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the OFS Licenses to Two if By Sea Broadcasting Corporation for \$210,000.00 after final approval by the Federal Communications Commission of the Trustee's proposed assignment of the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the two OFS Licenses to Two if By Sea Broadcasting Corporation, and upon payment of \$210,000.00 by Two if by Sea Broadcasting Corporation to the Trustee, and upon the other terms and conditions of the Purchase and Assignment Agreement on file with the Court

Dated at Hartford, Connecticut this 8 day of June, 1993.

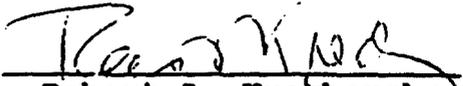

Robert L. Krechevsky
Chief Bankruptcy Judge

Exhibit IV

Affidavit of Micheal L. Parker

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

JUN 11 1984

FCC MAIL ROOM

In re Applications of)

Martin W. Hoffman,)
Trustee-in-Bankruptcy for)
Astroline Communications)
Company Limited Partnership)

File No. BRCT-881201LG

For Renewal of License of)
Station WHCT-TV,)
Hartford, Connecticut)

and)

Astroline Communications Company)
Limited Partnership,)
Proposed Assignor)

File No. BALCT-930922KE

and)

Two If By Sea Broadcasting)
Corporation,)
Proposed Assignee)

For Consent to the Assignment of)
License of Station WHCT-TV,)
Hartford, Connecticut)

AFFIDAVIT OF MICHEAL L. PARKER

MICHEAL L. PARKER, President of Two If By Sea
Broadcasting Corporation, after being first duly sworn upon oath,
deposes and says:

Pursuant to that certain Lease (Exhibit I of this
reponse) dated in or about October 1986, entered by and between

Astroline Company and Astroline Communications Company Limited Partnership, {Section IV, Business of Lessee} reads as follows; "LESSEE shall within ___ year of the date of this lease construct, operate and maintain, at its expense, a television broadcasting tower and the facilities necessary and appurtenant thereto upon a portion of the demised property for the nonexclusive benefit of a television station bearing the call letters WHCT and/or its successor stations". It is Two If By Sea Broadcasting Corporation's, ("TIBS) position, based on the requirements of said lease to build the television station on the site, that the transmitter building, tower, antenna, transmission line, transmitter and downlinks are leasehold improvements and as such, until the term of the lease, the property of TIBS.

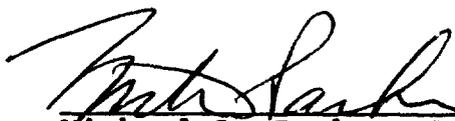
TIBS is currently involved in proceedings pending before the United States District Court, Civil Case # 3:93CV1956 (PCD); Astroline Connecticut, Inc. v. Two If By Sea Broadcasting, to secure these rights and to establish that the notice given to the Trustee was improper and without effect.

TIBS is currently in control of the tower site and equipment located therein, and should the FCC rule to allow the transfer application, TIBS has the ability to put WHCT-TV on the air quickly.

In addition, TIBS has been in ongoing negotiations during the above referenced litigation and is at this time attempting to come to a settlement with both the landowners and the Roses who allege they hold a security interest in the equipment.

Further, TIBS is an experienced broadcaster and has made arrangements that in the event the current site is not made available to it, TIBS could immediately build a temporary facility and immediately put it on the air while developing a new full power facility (See Exhibit V).

Also, TIBS has available equipment to operate the necessary facility of WHCT-TV to meet all the Federal Communications Commission requirements.


Micheal L. Parker, President

TWO IF BY SEA BROADCASTING,
CORPORATION

SUBSCRIBED AND SWORN TO before me this 10th day of January, 1994.


Notary Public
My Commission expires: 11/10/95.

Exhibit V

Letter from Venture Technologies Group

Letter from Tower Economics

Administrative Office
23642 Calabasas Rd. suite 104 Calabasas, CA
Mailing: P.O. Box 9225 Calabasas, CA 91372-9225
818.222.5390 Fax: 818.222.5377

Television Center
6311 Romaine Street
Los Angeles, CA 90038-2661
213.469.5696 Fax: 213.469.2193

VENTURE TECHNOLOGIES GROUP

5 January 1994

Mr. Michael Parker
President
Two If By Sea, Inc.
22720 SE 410th Street
Enumclaw, WA 98022

Via facsimile: 206-825-4517

Dear Mike:

It was a pleasure discussing your plans to bring back channel 18 to Hartford. It seems that as you have outlined, the first step would be to get the station back on the air as quickly as possible. You asked me how quickly we could put the station back on the air.

I have family in Hartford and am quite familiar with the broadcast transmitter sites. The quickest way to get the station on the air would be if the FCC issued an STA, allowing you to put the station on the air with a smaller facility than is currently authorized.

In addition to your currently authorized site, upon FCC approval, you could instead use the Rattlesnake Mountain site of Chase Communications or the Avon Mountain site of Message Service.

If you do use an STA, I would suggest that the station be downsized to expedite operation. From either of the above-referenced sites, you could cover the city of license with a minimum 80 dBu signal. To expedite operation, I would suggest using a 23 GHz microwave STL, with studio and master control facilities located in West Hartford.

To expedite construction, I would suggest the following main components in the transmitting facility:

1. Transmitter. ITS has told me that they could deliver an ITS-230A 1 kW UHF transmitter within 30 days.

Mr. Michael Parker
5 January 1994
Page 2

2. Antenna. The quickest antennas available are Dielectric Wide Band UHF TV antennas. The panels are already made and await shipment on 24 notice from Italy. They can be air freighted and are available within 14 days. If we had more time, however, I would instead suggest the use of a slot antenna.

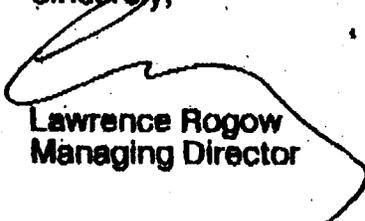
3. Coaxial cable. Andrew coaxial cable is available on an overnight basis, from a variety of sources, including Cartright out of Cincinnati, Ohio.

4. Microwave STL. Microwave Radio Corp. can generally deliver 23 GHz microwave systems within 30 days. As an alternative, the transmitter site could be utilized as the studio and master control facilities.

There are some fine local antenna erection crews available in the New England area. I spoke to Arnold Chase earlier today, I am sure that he can steer us in the right direction on putting the antenna up. Weather permitting, there should not be any unforeseen facility.

Over the long run, a more competitive facility may take several months to design, get all requisite federal and municipal approvals, purchase equipment and construct. I can get a staff out quickly to supervise the construction. I am awaiting your instructions as to whether I should have our staff begin to design the STA facility as described above and order the requisite equipment.

Sincerely,



Lawrence Rogow
Managing Director

cc via facsimile: 206-825-4517

c:\usr\larry\dao\vermad\consult\parker\hert181

January 10, 1994

Mr. Michael Parker
President
TWO IF BY SEA BROADCASTING CORPORATION
22720 S.E. 410th Street
Enumclaw, WA 98022

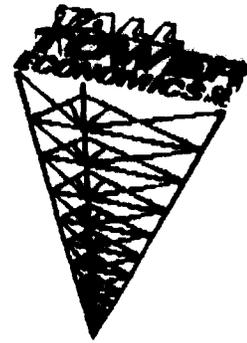
RE: WHCT-TV, CHANNEL 18, HARTFORD, CONNECTICUT

Dear Mike:

This Company markets the rooftop telecommunications facilities of the building known as Founder's Plaza in East Hartford, Connecticut. Detailed specifications enclosed herewith.

The building's owners would be prepared to enter into a License Agreement with your Company for future space on this rooftop and in the transmitter area for a temporary transmitting site to be utilized while your Company develops a permanent tower site. This availability is subject to the following conditions:

- 1) That your Company is successful in obtaining a CP from the FCC to operate from this site.
- 2) That specific license arrangements can successfully be concluded which will be acceptable to the building owner and to you.
- 3) That your Company's technical operations, frequency, power output, etc. are compatible with the operations of the building and the existing tenants. Such operations are subject to providing full protection to all transmit and receive frequencies now in use by other tenant's broadcast services emanating from the rooftop facility. If an interference or intermodulation study is required, this will be performed at your Company's expense, to assure the compatibility of your Company's operations with that of all tenants installed prior to your installation.
- 4) That the site's routine security procedures are faithfully observed by your Company's installation and maintenance personnel as they enjoy 24-hour-a-day ingress and egress.



JANUARY, 1994

HARTFORD, CONNECTICUT
(East Hartford)

111 Founder's Plaza
Hartford, Connecticut 06108

<u>NORTH LATITUDE:</u>	41° 45' 51"
<u>WEST LONGITUDE:</u>	72° 39' 41"
<u>GROUND ELEVATION:</u>	23' AMSL
<u>STRUCTURE:</u>	257' AG
<u>OVERALL ELEVATION:</u>	280' AMSL

While not the tallest structure in downtown Hartford, this rooftop offers an excellent overlook to the entire downtown sector from its location on the East side of the Connecticut River. It should constitute an effective site for paging in all frequencies.

From the commencement of its operations, SPRINT has been the prime occupant of this rooftop. SPRINT has relinquished 1,000 square feet of its penthouse, with full facilities, so that the owner may offer this space to new telecommunications tenantry.

CERTIFICATE OF SERVICE

I, Linda L. Hendrickson, Corporate Secretary of Two if By Sea Broadcasting Corporation, do hereby certify that, on this 10th day of January, 1994, I caused copies of the foregoing Response to be placed in Federal Express or the U.S. Mail, first class postage prepaid (as indicated below), addressed to the following:

William F. Caton
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

The Honorable James H. Quello,
Chairman
Federal Communications Commission
1919 M Street, N.W. - Room 802
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

The Honorable Andrew C. Barrett,
Commissioner
Federal Communications Commission
1919 M Street, N.W. - Room 884
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

The Honorable Ervin S. Duggan
Commissioner
Federal Communications Commission
1919 M Street, N.W. - Room 832
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

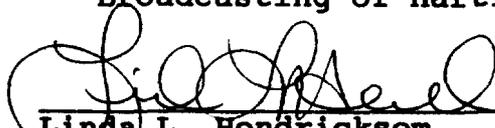
Roy J. Stewart, Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W. - Room 314
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

Barbara A. Kreisman, Chief
Video Services Division
Mass Media Bureau
Federal Communications
Commission
1919 M. Street, N.W.
Room 702
Washington D.C. 20554
(BY FEDERAL EXPRESS)

Clay Pendarvis, Chief
Television Branch, Video
Services Division
Mass Media Bureau
Federal Communications
Commission
1919 M Street, N.W.
Room 700
Washington, D.C. 20554
(BY FEDERAL EXPRESS)

Martin Hoffman, Esquire
50 Columbus Boulevard
Hartford, CT 06106
Trustee-in-Bankruptcy for
Astroline Communications
Company Limited Partnership

Harry F. Cole, Esquire
Bechtel & Cole
1091 L Street, N.W.
Suite 250
Washington, D.C. 20036
Counsel for Shurberg
Broadcasting of Hartford


Linda L. Hendrickson