

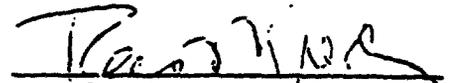
Connecticut and cure the Lease default by payment of the real estate taxes on 376 Deercliff Road due the towns of Avon and West Hartford under the Lease in the amount of \$43,371.45; and it is further

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 5 day of June, 1993.


Robert L. Krechevsky
Chief Bankruptcy Judge

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

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 OFS 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 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, 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 OFS 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 OFS 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

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 WHCT-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 WHCT-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 WHCT-TV License and the OFS Licenses, and the Trustee shall assign whatever right, title and interest he has in the WHCT-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 WHCT-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 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 supersedes 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: 3/18/1993

LEASE

THIS LEASE, made and entered into this _____ day of October, 1986 by and between ASTROLINE COMPANY, a Massachusetts limited partnership with an office at 231 John Street, Reading, Massachusetts (hereinafter called "LESSOR") and _____, Astroline Communications Company Limited Partnership having an office at 18 Garden Street, Hartford, Connecticut (hereinafter called "LESSEE").

WITNESSETH

I

DESCRIPTION OF PREMISES

The LESSOR hereby leases to LESSEE and warrants that it has the right to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that certain piece or parcel of land, with the improvements thereon, situated in the Towns of Avon and West Hartford, County of Hartford, and State of Connecticut as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "demised premises"). The Lessee, upon payment of the rent hereinafter specified and upon the performance of each and every term and condition of this Lease, shall have the right during the lease term to peaceably and quietly enjoy the demised premises.

II

TERM

The term of this Lease shall be for three (3) years, and shall commence from the date of this Lease and be automatically renewable for one (1) year periods thereafter unless terminated by ninety (90) days written notice by either party.

III

RENT

LESSEE shall pay rent at the rate of TEN (\$10.00) DOLLARS per year payable on the first day of November 1986 and every twelve months thereafter.

IV

BUSINESS OF LESSEE

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.

V
PURCHASE OPTION

LESSEE shall have the option during the term of this lease or any renewal thereunder to purchase the demised premises and all improvements situated thereon at a price based on the fair market value of the property. LESSEE must give the LESSOR sixty (60) days written notice of its intention to exercise this option. The fair market value shall be determined by an independent appraisal by a qualified individual or firm to be agreed to by the parties.

VI
MORTGAGE RECOGNITION

LESSEE agrees to subordinate its right hereunder to the lien of any mortgage, deed or trust or other encumbrance (including but not limited to the lien of a Settlement Agreement by and between LESSEE and Victoria Konover and Michael Konover recorded in volume 168 at page 752 of the Avon Land Records and the lien of the terms, conditions and restrictions contained in a Special Exception Approval from the Town of Avon to LESSEE granted on November 19, 1986 and recorded in Volume 165 at Page 704 of the Avon Land Records) which may now or hereafter affect the demised premises and LESSEE shall upon demand, promptly execute and deliver to LESSOR any instrument which may be necessary to effectuate such subordination.

VII
ASSIGNMENT AND SUBLETTING

LESSEE shall not assign this Lease, nor any interest therein, without first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld.

VIII
TAXES, ASSESSMENTS, AND UTILITIES

LESSEE shall pay all municipal taxes assessed against the premises.

LESSEE further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised premises during the term hereof.

IX
REPAIRS AND MAINTENANCE OF THE PROPERTY

LESSEE shall, at its own cost and expense, maintain and repair the demised premises.

X
LIABILITY INSURANCE

The LESSEE agrees to take out public liability insurance covering the demised premises. The LESSEE agrees to maintain the same at LESSEE's sole cost and expense in full force and effect during the entire term of this Lease. LESSOR shall be named as an additional insured under said policies of insurance. The LESSEE may, at its option, bring its obligations to insure under any so-called blanket policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected thereby as if LESSEE obtained individual policies of insurance. LESSOR may, but is not obligated to, pay any such premiums with respect to such policy and LESSEE hereby agrees to repay and reimburse LESSOR upon demand for or an account of any such payment made by LESSOR.

XI
HAZARD INSURANCE

From and after the date LESSEE commences to pay rent, LESSOR will, at LESSOR's own cost and expense, carry and maintain fire insurance with extended coverage endorsement upon the demised premises. Said policy shall contain a so called "standard mortgage clause" in favor of the LESSEE. Failure to maintain such policy during the term of the lease shall be a default hereunder. LESSEE may, but is not obligated to, pay any such premiums with respect to such policy and LESSOR hereby agrees to repay and reimburse LESSEE upon demand for or on account of any such payment made by LESSOR.

XII
REMEDIES ON DEFAULT

In the event of any breach of this Lease by LESSEE, which shall not have been cured within thirty (30) days after written notice has been posted by LESSOR, then LESSOR, besides other rights or remedies it may have, shall have the immediate right of reentry. Should LESSOR elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, relet said premises or any part thereof for the account of LESSEE, for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its own discretion may deem advisable. Rentals received from such letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; second, to the payment of rent due and unpaid hereunder; the LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly and shall bear interest at the rate of six (6%) percent.

XIII
CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises as of the date of condemnation. If all of the demised premises to be taken or condemned, or so much thereof that the use by LESSEE shall be substantially impaired, the LESSEE may thereupon terminate this Lease. All compensation awarded upon any such condemnation or taking shall go to the LESSOR, provided, however, that any awards for relocation or leasehold improvements shall go to LESSEE.

XIV
CHANGES AND ALTERATIONS

LESSEE shall have the right, at its expense, to redecorate and make such structural and nonstructural alterations and changes to the demised premises as it shall deem expedient to necessary for its purpose.

XV
NOTICE OF DEMANDS

Any notices or demands required or permitted by law, or any provision of this Lease, shall be in writing, and if the same is to be served upon LESSOR, may be personally delivered to LESSOR, or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to LESSOR at 231 John Street, Reading, Massachusetts 01867 or at such other address as LESSOR may designate in writing.

Any such notice or demand to be served upon LESSEE shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to LESSEE at 18 Garden Street, Hartford, Connecticut.

XVI
NO BROKER

The parties hereto warrant and represent each to the other that no Broker was involved in obtaining this Lease arrangement, and the LESSEE agrees to hold the LESSOR harmless for any and all claims for brokerage arising from actions of the LESSEE.

In Witness Whereof, the parties hereunto have set their hands and seals in four original copies, the day and year first written above.

LESSOR:

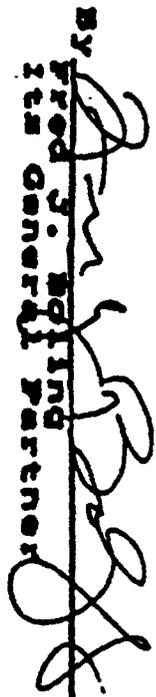
ASTROLINE COMPANY, a
Massachusetts Limited
Partnership

By _____
Fred J. Boling
Its General Partner

LESSEE:

ASTROLINE COMMUNICAITONS
COMPANY LIMITED PARTNERSHIP

By _____
Richard P. Ramirez
Its General Partner

BY 
Fred J. Molind
Its General Partner

LESSEE:

ASTROLINE COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP

BY 
Richard P. Ramirez
Its General Partner

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" and "C" 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.

FOURTEENTH AMENDMENT OF LEASE

THIS FOURTEENTH AMENDMENT OF LEASE, made and entered as of the 22nd day of March, 1991 by and between ASTROLINE CONNECTICUT, INC. a Connecticut corporation ("Lessor"), and ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership with an office in Hartford, Connecticut ("Lessee").

W I T N E S S E T H

WHEREAS, Lessee and Astroline Company, a Massachusetts limited partnership with an office in Reading, Massachusetts ("AC"), entered into a lease dated October 1986 (the "Lease") for that certain parcel of real property more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, AC deeded said property to Lessor by that certain Warranty Deed dated April 2, 1987, and assigned the Lease to Lessor by Assignment of Lease dated April 2, 1987; and

WHEREAS, the parties hereto amended the Lease by an "Amendment of Lease" dated as of June 30, 1989; a Second Amendment of Lease dated as of September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989, and recorded in Volume 228, Page 547 of the Avon Land Record; a Fourth Amendment of Lease dated November 24, 1989, and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989, and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and Volume 1507, Page 197 of the West Hartford Land Records; an Eighth Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon Land Records and Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and Volume 1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and Volume 1550, Page 3 of the West Hartford Land Records; and a Twelfth Amendment of Lease dated January 22, 1991, and recorded in Volume 242, Page 456 of the Avon Land Records and Volume 1553, Page 313 of the West Hartford Land Records; and a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume

243, Page 250 of the Avon Land Records and Volume 1557, Page 343 of the West Hartford Land Records; and

WHEREAS, Lessee remains in Chapter 11 Bankruptcy (the "Bankruptcy") in the United States Bankruptcy Court, District of Connecticut; and

WHEREAS, Lessor and Lessee are continuing to negotiate regarding an overall settlement of the Bankruptcy; and

WHEREAS, based on recent developments in the bankruptcy proceedings and discussions related thereto the Lessor and the Lessee have determined that an additional one (1) month extension of the term of the Lease is in the best interests of the parties hereto and may advance the resolution of the bankruptcy proceedings; and

WHEREAS, the parties hereto therefore wish to extend by an additional one (1) month the initial term of the Lease as set forth in the Amendment of Lease.

NOW THEREFORE, for valuable considerations the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

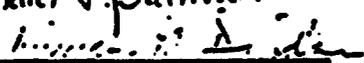
1. Article II of the Lease, as amended, is hereby further modified in its entirety to read as follows:

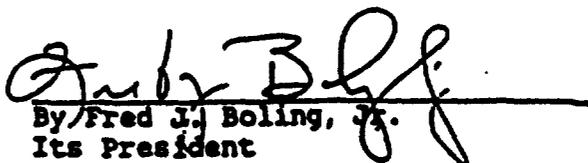
The initial term of this Lease shall be for four (4) years and nine (9) months and shall be deemed to have commenced on October 22, 1986 and expire on July 22, 1991. Thereafter, the term of this Lease shall be automatically renewable for one (1) year periods unless terminated by ninety (90) days' written notice by either party.

2. Except as modified herein, the Lease shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LESSOR
ASTROLINE CONNECTICUT, INC.


Richard J. Sullivan
Witness: 
William C. Davidson


By Fred J. Boling, Jr.
Its President

LESSEE
ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP

By Richard P. Ramirez
Its General Partner

STATE OF Massachusetts)
COUNTY OF Middlesex)

ss. March 19, 1991

Personally appeared Fred J. Boling, Jr., President of
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing
instrument, and acknowledged the same to be his free act and deed
as such President, and the free act and deed of said corporation,
before me.


Commissioner of the Superior Court
Notary Public MAURIN A. McSweeney
My Commission Expires: 11-95

STATE OF)
COUNTY OF)

ss. March , 1991

Personally appeared Richard P. Ramirez, General Partner of
Astroline Communications Company as aforesaid, signer of the
foregoing instrument, and acknowledged the same to be his free act
and deed as such General Partner, and the free act and deed of
said Limited Partnership, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

BOOK ONE PAGE 944

LESSOR
ASTROLINE CONNECTICUT, INC.

By Fred J. Boling, Jr.
Its President

LESSEE
ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP

Richard P. Ramirez
By Richard P. Ramirez
Its General Partner

STATE OF)
COUNTY OF)

ss. March , 1991

Personally appeared Fred J. Boling, Jr., President of Astroline Connecticut, Inc. as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President, and the free act and deed of said corporation, before me.

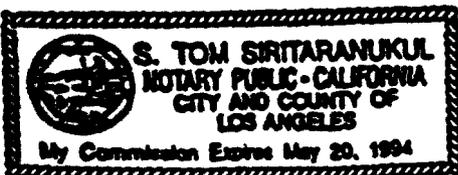
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF *California*)
COUNTY OF *Los Angeles*)

ss. March/P , 1991

Personally appeared Richard P. Ramirez, General Partner of Astroline Communications Company as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such General Partner, and the free act and deed of said Limited Partnership, before me.

Tom Siritaranukul
~~Commissioner of the Superior Court~~
Notary Public *Tom Siritaranukul*
My Commission Expires: *5/20/1994*



BOOK 243 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 5:41 P.M.
Recorded in TOWN OF AVON
Land Record - Vol. 243 Page 941
Charles P. Johnson Town Clerk

ASSIGNMENT OF LEASE

Know all men by these presents that I, Martin W. Hoffman, the duly appointed, qualified and acting Trustee for the Bankruptcy Estate of Astroline Communications Company Limited Partnership, Case No. 88-21124 RLK (hereinafter referred to as "Assignor"), hereby assigns whatever right, title and interest I have, as Trustee of said estate, in a certain Lease of real property known as 376 Deercliff Road, Avon and West Hartford, Connecticut more particularly 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 (hereinafter referred to as "Property"), by and between Astroline Company., as Lessor, and Astroline Communications Company Limited Partnership, as Lessee, dated October, 1986, notice of which was dated October 22, 1986 and recorded on December 18, 1986 in Volume 182 at Page 429 of the Avon Land Records and in Volume 1143 at Page 208 of the West Hartford Land Records, as amended by an "Amendment of Lease" dated June 30, 1989; a Second Amendment of Lease dated September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989 and recorded in Volume 228, page 547 of the Avon Land Records; a Fourth Amendment of Lease dated November 24, 1989 and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989 and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and in Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and in Volume 1507, Page 197 of the West Hartford Land Records; an Eight Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon land Records and in Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and in Volume

1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and in Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and in Volume 1550, Page 3 of the West Hartford Land Records; a Twelfth Amendment of Lease dated January 22, 1991 and recorded in Volume 242, Page 456 of the Avon Land Records and in Volume 1553, Page 313 of the West Hartford Land Records; a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume 243, Page 250 of the Avon Land Records and in Volume 1557, Page 343 of the West Hartford Land Records; and a Fourteenth Amendment of Lease dated March 22, 1991 and recorded in Volume 243, Page 941 of the Avon Land Records and in Volume 1563, Page 73 of the West Hartford Land Records, which Lease, as amended from time to time, was assigned by Astroline Company to Astroline Connecticut, Inc., as lessor, said Lease having been assumed by the Assignor (hereinafter referred to as "Lease," a copy of which is attached hereto); to Two if By Sea Broadcasting Corporation, a Delaware corporation, its successors and assigns forever, by virtue of the Order of the Bankruptcy Court approving the assumption and assignment of the Lease by the Trustee dated June 8, 1993, in consideration of \$50,000.00 plus an additional \$43,371.45 representing real property taxes due the town of Avon and West Hartford for the Property pursuant to the terms and provisions of the Lease for a total consideration of \$92,841,03, receipt of which is hereby acknowledged. The Assignor makes no representation or warranties whatsoever with respect to the existing validity and effectiveness of the Lease or with respect to anything else in connection with the Lease whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 8th day of June, 1993.

SIGNED AND SEALED IN THE PRESENCE OF:

Karen C. Seaman
Karen C. Seaman

Roberts L. Rickert
Roberts L. Rickert

Martin W. Noffman L.S.
Martin W. Noffman,
Trustee in Bankruptcy for
the Chapter 7 Estate of
Astroline Communications
Company Limited
Partnership, Debtor.

