

AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of December 1, 2006, by and between IT Communications, Inc. ("Seller") and Area 51 DMG, Inc. ("Buyer").

RECITALS

WHEREAS, Seller is the licensee of low power television station WNHX-LP, TV 51, New Haven, CT ("Station") (FCC Facility ID: 74497).

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets relating to the Station, as described below; 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 purchase from Seller certain assets of Seller relating to the Station, including all FCC and other governmental licenses and authorizations, all engineering reports, records, and any pending applications (the "Purchased Assets"), but excluding the Excluded Assets described in Section 1.2.

1.2 Excluded Assets. All assets owned or controlled by Seller that are not included among the Purchased Assets described in Section 1.1 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 Purchased 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 Purchased Assets shall be transferred and conveyed to Buyer at Closing free and clear of all liens and encumbrances.

ARTICLE II CONSIDERATION

The consideration to be paid by Buyer to Seller for the Purchased Assets shall be FIVE HUNDRED THOUSAND DOLLARS (US\$500,000.00) (the "Closing Payment"), which shall be paid by Buyer to Seller on the Closing Date by cashier's check, electronic funds transfer or other

payment method agreed to by the parties in advance of the Closing. In addition, on the Closing Date, Buyer shall grant Seller a FIVE PERCENT (5%) equity interest in Area 51 DMG, Inc. by issuing to Seller ONE MILLION ONE HUNDRED THOUSAND SHARES (1,100,000) of common stock having a par value of \$.002 per share (the "Stock Issuance").

ARTICLE III THE CLOSING

3.1 Time and Place of Closing. The closing (the "Closing") of the sale and purchase of the Purchased Assets shall be held in the offices of Buyer (or other mutually agreed upon location), on a mutually agreed upon date (the "Closing Date") which shall be no earlier than five (5) business days after the FCC has granted, without any conditions materially adverse to either party, the FCC Application as defined below (the "FCC Consent"), and no later than five (5) business days after the FCC Consent shall have become a Final Action. "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;
- (b) A stock certificate representing the Stock Issuance.
- (c) 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) 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 contract, note, bond, mortgage or other instrument or obligation to which Seller is a party or by which either Seller or any of the Purchased 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 Purchased Assets.

4.3 Licenses and Authorizations. Seller holds all licenses and other permits and authorizations necessary for or used in connection with the operation of the Station and such FCC authorizations are in full force and effect. Except for FCC proceedings of general applicability to broadcast stations, to the best of 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. All material applications, reports and other disclosures required by the FCC with respect to the Station have been, or, by the Closing Date, will be 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 Purchased Assets or Seller's ability to perform in accordance with the terms of this Agreement.

4.5 No Brokers. Seller has not entered into any written or oral agreement, nor does Seller have any understanding with any third party that could result in a valid claim by a broker, finder or other person against Buyer for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby.

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 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 Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer 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.

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, the Purchased Assets or Buyer's ability to perform in accordance with the terms of this Agreement.

5.4 No Brokers. Buyer has not entered into any written or oral agreement, nor does Buyer have any understanding with any third party that could result in a valid claim by a broker, finder or other person against Seller for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby.

ARTICLE VI 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 from Seller to Buyer of the Station-related authorizations (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.

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 No 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 Covenants and Agreements. Buyer 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.

7.4 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.

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 one (1) year.

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 (as defined below) asserted against, resulting to, imposed upon, or incurred by Buyer, Buyer's Affiliates or the Purchased Assets transferred to Buyer pursuant to this Agreement directly or indirectly, by reason of, or resulting from: (i) 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"); (ii) the breach of any covenant of Seller (regardless of whether such breach is deemed "material"); and (iii) 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 IX, Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees, members, managers and controlled and controlling persons ("Seller's Affiliates") from and

against all Claims asserted against, resulting to, imposed upon or incurred by Seller or Seller's Affiliates, 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 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 party 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 of 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 post 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 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 has issued a public notice of the acceptance for filing of the FCC Application, 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

10.2 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, then Buyer, by written notice to Seller that such violation, breach or failure is continuing, may terminate this Agreement. Upon termination by Buyer pursuant to this Section 10.2, Buyer shall be entitled to any right and remedy available at law or in equity.
- (ii) Termination by Seller. If Buyer has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within five (5) business days after delivery of written notice of such violation or breach from Seller, or there has been a failure of satisfaction of a condition to the obligations of Seller which has not been waived by Seller, then Seller by written notice to Buyer that such violation, breach or failure is continuing, may terminate this Agreement and shall be entitled to seek any right and remedy available in law or in equity.

XI MISCELLANEOUS PROVISIONS

11.1 Risk of Loss. The risk of any loss, damage or destruction to any of the Purchased 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 Agreement.

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);

If to Buyer:
Allen Christopher
Area 51 DMG, Inc
2 Violet Lane
Westport, CT 06880

b) If to Seller:
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 Connecticut (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 embodies 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.

