

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made this 22nd day of January, 2013, between **DTV ENTERPRISES, LLC**, a Colorado limited liability company ("Seller"), and **NPG OF MISSOURI, LLC**, a Missouri limited liability company ("Buyer").

WHEREAS, Seller holds construction Permit ("Permit") issued by the Federal Communications Commission ("Commission" or "FCC") to construct a Digital Low Power Television broadcast station ("Station") to operate on Channel 18, K18KK-D, Columbia, Missouri, Facility ID 187925. This Permit was granted by the Commission on December 13, 2011 and will expire on December 13, 2014; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Permit; and

WHEREAS, the parties hereto will be unable to complete the Closing of this Agreement until after the Commission has granted its consent to the assignment of the Permit for the construction of the Station contemplated herein together with the terms of this Agreement; and.

NOW, THEREFORE, for and in consideration of the premises, and of the terms and conditions set out below, and with intent of being bound hereby, the parties agree to the following:

1. At the Closing, Buyer agrees to purchase from Seller, and Seller agrees to sell and assign to Buyer the Permit.

2. Buyer agrees to pay Purchase Price of Twenty-Two Thousand and Five Hundred Dollars (\$22,500.00) for the Permit, which will be payable as follows:

(a) Within three (3) business days of the date of this Agreement, Buyer shall make an Escrow payment to Seller in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), which will be placed in an interest bearing account with the firm of Kepper, Tupper & Company ("Escrow Agent") pursuant to an Escrow Agreement in the form of Exhibit A (the "Escrow Agreement"), to be applied to Purchase Price, with accrued interest going to Buyer, and the Escrow Agent shall notify Buyer of the bank and account number in which the escrow payment was deposited; and,

(b) At the Closing, Buyer shall pay the balance of the Purchase Price of Twenty Thousand dollars (\$20,000.00), less adjustments, in the form of a bank Wire Transfer to Seller pursuant to wire instructions that Seller will provide to Buyer prior to Closing.

(c) Notwithstanding (a), above, the Escrow payment shall be refundable, with accrued interest, in the event this Agreement is terminated pursuant to Paragraphs 7 or 9(b) herein.

3. Seller covenants, warrants and represents to Buyer as follows:

(a) Seller has, and on the Closing Date shall have, good and transferable title to the Permit. On the Closing Date, there shall be no liens or encumbrances of any kind on the Permit.

(b) On the date hereof, Seller is, and on the Closing Date will be, the holder of the Permit from the Commission for the Station, and there is neither pending nor to the best of Seller's knowledge threatened any action by the Commission or other controlling governmental authority to revoke or modify said Permit and that pending FCC approval of the assignment of the Permit for the Station, Seller will continue to hold the Permit in accordance with the Communications Act of 1934, as amended, and the Rules and Regulations of the Commission. The Permit is, and will be on the Closing Date, valid and in full force and effect.

(c) Seller is a limited liability company duly organized and validly existing under Colorado law. Seller has all necessary authority to own, operate and carry on its business. Seller has the right, power and authority to hold the Permit, including the Permit for the Station, and to sell the Permit to Buyer. All requisite legal action has been taken to approve this Agreement and the sale and assignment of the Permit, including the Permit and the undersigned manager of Seller is authorized to execute this Agreement and all associated documents on its behalf and deliver them to Buyer. This Agreement has been duly executed and delivered by Seller and this Agreement constitutes the valid and legally binding obligations of Seller, enforceable against it in accordance with its terms.

(d) The execution and delivery of this Agreement and the consummation of this transaction do not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which Seller is a party or is bound or constitute a default thereunder. In connection with entering into and consummating the transactions contemplated by this Agreement, Seller is not required to obtain any approvals or consents from persons or entities not a party to this Agreement, or to obtain any approvals, consents, permits, licenses or authorizations of, or to make any filings with, any governmental regulatory authority or agency, except for the approvals of the FCC.

(e) Prior to the date of Closing, Seller will take all requisite action to assist in the approval of this Agreement and the assignment of the Permit from Seller to Buyer as contemplated by this Agreement.

(f) No litigation at law or in equity and no proceeding before any commission or other administrative or regulatory authority is pending or to the knowledge of Seller threatened against or affecting the Permit.

(g) As of the Closing, there will be no liens, security interests or encumbrances of any kind against the Permit.

(h) No representation or warranty by Seller contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Buyer with complete and accurate information as to the Permit.

4. Buyer warrants and represents to Seller as follows:

(a) Buyer has the limited liability company power and authority to purchase the Permit pursuant to this Agreement.

(b) To the best of Buyer's knowledge, the execution and delivery of this Agreement and the consummation of this transaction do not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which Buyer is a party or by which it is bound or constitute a default thereunder.

(c) Prior to the date of the execution of this Agreement, Buyer has taken all requisite corporate action to approve this Agreement and the assignment of the Permit from Seller as contemplated by this Agreement, and the undersigned officer of Buyer is authorized to execute this Agreement and all associated documents on its behalf.

(d) Buyer knows of no reason why it should not be qualified under FCC rules and policies to carry out the terms of this Agreement.

(e) No representation or warranty by Buyer contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Seller with complete and accurate information.

(f) Prior to the date of Closing, Buyer will take all requisite action to assist in the approval of this Agreement and consummation of this Agreement in a timely fashion.

5. As promptly as practicable after the date this Agreement is executed by each party, but in no event later than three (3) business days thereafter, the parties shall file with the FCC a Form 345 Application, seeking FCC Consent ("FCC Consent") for Seller to assign the Permit to Buyer ("Assignment Application"). Seller shall open the Assignment Application online at the FCC's CDBS website, electronically complete Seller's portions, and make that available to Buyer within one (1) business day after this Agreement is executed by each party. Buyer shall electronically complete its portions of the Assignment Application within two (2) business days after this Agreement is executed by each party. Thereafter, Seller shall electronically submit the Assignment Application to the FCC within one (1) business day and pay to the FCC all filing fees. Each party shall diligently take all steps that are necessary, proper or desirable to expedite the preparation, filing, prosecution and grant of the Assignment Application. Each party shall promptly provide to the other party both (i) a copy of any pleading, order or other document served on it relating to the Assignment Application, if such pleading, order or other document does not indicate on its face that the other party has also been served (ii) and any other information relating to the Assignment Application that is reasonably requested by the other

party. In the event that the Closing occurs hereunder without all of the FCC permits, approvals and authorizations contemplated by this Agreement becoming Final (as defined below), then Seller's obligations under this Paragraph 5 shall survive the Closing until such time as such FCC permits, approvals and authorizations have become Final.

6. It is agreed that Seller shall maintain and control the ownership of the Permit, including the Permit, for the Station until the Closing Date following approval by the Commission of the Assignment Application contemplated herein. Prior to completion of the Closing, Seller will timely file with the Commission all documents required to keep its Permit in full force and effect.

7. In the event consent of the Commission to the arrangements, terms and conditions provided for in this Agreement shall not have become Final, as defined below, on or before six (6) months from the date of this Agreement, or if such Assignment Application is designated for hearing by the Commission, Seller or Buyer may terminate this Agreement by giving notice to the other in writing. In the event that this Agreement is terminated pursuant to the provisions of this paragraph, both parties hereto shall execute any documents and take any action necessary with the Commission to withdraw or rescind the Assignment Application and shall thereafter stand fully released and discharged of any and all obligations. For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority), which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, or with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

8. The sale and assignment of the Permit, as contemplated by this Agreement (the "Closing"), shall take place on a date (the "Closing Date") selected by Buyer following the FCC Consent. Buyer shall at its option select a Closing Date as follows (and notify Seller in writing of said selection):

- (a) Ten (10) business days after the FCC Consent has become Final; or
- (b) Ten (10) business days after the Commission staff's grant of the Assignment Application has been issued and appears on FCC public notice.

The Closing shall take place by electronic transmission with overnight delivery of original documents. The date and place of Closing may be changed by mutual consent of the parties. At the Closing, the parties shall execute and deliver any documents necessary to effectuate the transfer of the Permit to Buyer and such other documents as may be necessary or appropriate to effectuate this Agreement.

9. In the event either party hereto commits a substantial breach of any material agreement set forth herein prior to the Closing, then the remedies for such breach shall be as follows:

(a) If such default be by Buyer and is not cured within thirty (30) days' written notice from Seller, Seller shall be entitled to Two-Thousand Five Hundred Dollars (\$2,500.00) from the Escrow account as liquidated damages from Buyer, with the accrued interest to Seller, as its sole and exclusive remedy for any and all breaches or defaults by Buyer hereunder. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the liquidated damages provided for herein is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform hereunder. If the Closing fails to occur for any other reason, all amounts held by the Escrow Agent shall be returned to Buyer.

(b) If such default be by Seller and is not cured within thirty (30) days' written notice from Buyer, Buyer shall be entitled to specific performance. Seller acknowledges that the Permit is of a special, unique and extraordinary character and that damages are inadequate to compensate any breach of this Agreement by Seller. Accordingly, in the event of a breach by Seller of its covenants and agreements to be performed on or before the Closing Date, Buyer may elect to obtain an injunction restraining any such breach, subject to obtaining any requisite approval of the FCC, to enforce this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Missouri. Any controversy or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by non-binding arbitration. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in accordance with the rules of the American Arbitration Association existing at the date thereof. The dispute shall be submitted to one arbitrator who is located in a neutral location and listed on the construction or real estate panels of the American Arbitration Association. If the parties cannot agree on an arbitrator within ten (10) days after any notification of any demand for arbitration hereunder, such arbitrator shall be selected by the American Arbitration Association. Judgment may be entered on any decision rendered by the arbitrators in any Federal or State court having jurisdiction. The expenses of the arbitrator shall be shared by the parties.

11. Any notices required or permitted to be given to Seller by Buyer shall be deemed sufficient if mailed with postage prepaid by certified or by registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

William A Vanderpoel
DTV Enterprises, LLC
13079 Whisper Canyon Road
Castle Rock, CO 80108

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

James M. Talens, Counsel
6017 Woodley Road
McLean, VA 22101

Any notice required or permitted to be given to Buyer by Seller shall be deemed sufficient if mailed with postage prepaid by certified or registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

NPG of Missouri, LLC
Attn: *Brian A. Bradley*
825 Edmond Street
St. Joseph, MO 64501.

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

Spencer Fane Britt & Browne LLP
Attn: Michael L. McCann, Esq.
1000 Walnut Street, Suite 1400
Kansas City, Missouri 64106

The above addresses may be changed by written notice of such change to the last address designated. All notices shall be deemed given upon the earlier of actual delivery to the intended recipient or three (3) calendar days after being deposited in the United States Mail as provided above.

12. This Agreement shall inure to and be binding upon the successors, representatives, heirs and assigns of the respective parties hereto. Buyer shall be entitled to assign its rights under this Agreement to another entity prior to submission of the Assignment Application, provided that said assignment does not create unreasonable delay, upon written consent of Seller, which consent shall not be withheld unreasonably.

13. This Agreement may be executed in any number of counterparts.

14. This Agreement may be amended, modified, superseded or canceled, and the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

15. The duties, responsibilities and obligations of each party hereunder are expressly conditioned on the compliance or performance in all material respects, unless waived, of all of the terms, covenants and conditions to be complied with or performed by each of the other parties on or before Closing.

22. Buyer and Seller acknowledge that there is a broker involved in the sale of this Station and Seller is responsible to pay any fees due the broker.

23. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

24. Except with respect to the FCC filing fees (which shall be paid by Seller), each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including accounting and legal fees incurred in connection herewith.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, with each version deemed an original, on the date and in the place first mentioned above.

SELLER:

DTV ENTERPRISES, LLC

By: William A Vanderpoel
William A Vanderpoel, Manager

BUYER:

NPG of MISSOURI, LLC

By: _____

22. Buyer and Seller acknowledge that there is a broker involved in the sale of this Station and Seller is responsible to pay any fees due the broker.

23. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

24. Except with respect to the FCC filing fees (which shall be paid by Seller), each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including accounting and legal fees incurred in connection herewith.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, with each version deemed an original, on the date and in the place first mentioned above.

SELLER:

DTV ENTERPRISES, LLC

By: _____
William A Vanderpoel, Manager

BUYER:

NPG of MISSOURI, LLC

By: David R Bradley
David R. Bradley, President

Exhibit A

ESCROW AGREEMENT

This Escrow Agreement is made and entered into as of January 22, 2013 by and among **DTV ENTERPRISES, LLC**, a Colorado limited liability company ("Seller"), and **NPG OF MISSOURI, LLC**, a Missouri limited liability company ("Buyer"), and **KEPPER, TUPPER & COMPANY** ("Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement (hereinafter referred to as the "Agreement") for the sale and purchase of certain assets used and useful in connection with the construction of Digital Low Power Television Station K18KK-D, Columbia, Missouri; ("Permit"), Facility ID 187925; (Capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Agreement.) and

WHEREAS, the parties desire Escrow Agent to hold certain deposit monies in escrow until the Closing thereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. **Receipt of Deposit.** By its signature below, Escrow Agent acknowledges receipt from Buyer of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the "Escrow Account"). The Escrow Account shall be held and released by Escrow Agent in accordance with the terms of this Escrow Agreement.

2. **Investment of Escrow Account.** Escrow Agent shall invest the Escrow Account in one or more interest-bearing accounts selected by Escrow Agent in its sole discretion. For tax reporting purposes, all interest earned on the Escrow Account shall be deemed to be for the account of Buyer, and Buyer shall provide its tax identification number to Escrow Agent.

3. **Release from Escrow.** Escrow Agent shall release the Escrow Account upon any of the following:

(a) Receipt of joint written instructions executed by Seller and Buyer.

(b) Receipt of a final order of an arbitration panel selected by Seller and Buyer (if Seller and Buyer otherwise agree to arbitration) or of a court of competent jurisdiction. An order shall be deemed "final" when, by lapse of time or otherwise, it is no longer subject to reconsideration or review.

(c) Written notice signed by Seller or Buyer stating that the notifying party is entitled to the Escrow Account, or any portion thereof (exclusive of interest), provided, however, that upon receipt of such notice the Escrow Agent shall promptly send a copy of such notice to the other party. If the other party fails to object to such notice within ten (10) business days, Escrow Agent shall release the Escrow Account, or portion thereof, as claimed. If the other party makes a timely objection, Escrow Agent shall promptly notify the claiming party, and shall make no release of the Escrow Account, or any portion thereof, until the conditions of subparagraphs (a) or (b) above have been satisfied. The Escrow Agent may, at any time there is a dispute between the parties, file an interpleader action in a court of competent jurisdiction, and release the Escrow Account to such court.

4. Indemnity. Seller and Buyer jointly and severally agree to indemnify and hold Escrow Agent harmless against any loss, claim, damage, liability, or expense incurred in connection with its duties as Escrow Agent, or in connection with any action suit, proceeding, claim or alleged liability arising from this Escrow Agreement, provided, however, that Escrow Agent shall not be so indemnified or held harmless for gross negligence or willful misconduct by it or any of its agents or employees, nor for its breach of this Escrow Agreement.

5. Notices. All notices and other communications hereunder shall be in writing and be sent by telecopier, facsimile transmission or other electronic means of transmitting documents, or sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. If electronically transmitted, such communication shall be deemed delivered the next business day after transmission; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the postal service, or, if the addressee, fails or refuses to accept delivery, as of the date of such failure or refusal. The respective addresses to be used for all such notices or communications are as follows:

If to Seller: William A Vanderpoel
DTV Enterprises, LLC
13079 Whisper Canyon Road
Castle Rock, CO 80108

With a copy: James M. Talens, Counsel
6017 Woodley Road
McLean, VA 22101

If to Buyer:

NPG OF MISSOURI, LLC
825 Edmond Street
St. Joseph, Missouri, 64501

With a copy:

Spencer Fane Britt & Browne LLP
Attn: Michael L. McCann, Esq.
1000 Walnut Street, Suite 1400
Kansas City, Missouri 64106

If to Escrow Agent: John B. Tupper
Kepper, Tupper & Company
2 Galleon, Suite 100
Hilton Head Island, SC 29928

Any notice sent to Escrow Agent shall also be sent to the other parties.

6. Duties of Escrow Agent. Any provision herein to the contrary notwithstanding, Escrow Agent shall not have notice or be deemed to have notice of any other agreement or document herein referenced and shall not be bound by same. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth herein.

7. Compensation of Escrow Agent. Except for the indemnification provided for in Paragraph 4, Escrow Agent shall not receive any compensation for its services as escrow agent.

8. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. Counterparts. This Escrow Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be governed and interpreted by the law of the State of Missouri except for the choice of law rules utilized in that State.

11. Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

SELLER:

DTV ENTERPRISES, LLC

By: _____

William A Vanderpoel, Manager

BUYER:

NPG OF MISSOURI, LLC

By: _____

ESCROW AGENT:

KEPPER, TUPPER & COMPANY

By: _____

John B. Tupper