

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this 24<sup>th</sup> day of September, 2013, by and between MICHAEL BARNETT, of P.O. Box 7002, Hazard, KY 41701, Party of the First Part, hereinafter referred to as "SELLER" and LESLIE COUNTY BROADCASTING, INC., By and through SHANE SPARKMAN, its President of P.O. Box 7280, Hazard, KY 41702, Party of the Second Part, hereinafter referred to as "BUYER":

WITNESSETH: For and in consideration of the mutual covenants and agreements of Seller and Buyer as below stated and the consideration as below stated, the Seller agrees to sell and the Buyer agrees to purchase all of the ownership and stock of Seller in the corporation known as Hazard Broadcasting Services, Inc.

1. The parties agrees the consideration for said ownership and stock shall be a follows:

ONE HUNDRED DOLLARS (\$100.00) AND OTHER CONSIDERATION WHICH THE PARTIES AGREE IS ADEQUATE AND MOVING AND VALID CONSIDERATION HEREIN.

2. Seller agrees to transfer and deliver to Buyer herein a stock certificate evidencing all of his ownership in said corporation known as Hazard Broadcasting Services, Inc., upon the payment of the consideration herein.

3. The Seller, MICHAEL BARNETT, represents and warrants to the Buyer that he is the true and lawful owner of said stock as of the date of this Agreement, and that he has the full right and power and authority to sell, transfer and deliver such stock to the Buyer.

4. The Seller warrants that the stock and ownership which is being transferred is being transferred free and unencumbered in any way whatsoever.

5. The parties agree that this Purchase Agreement shall extend for a period of twenty-one (21) days from the date of signing and during this period the Buyer shall not be able to withdraw its offer of purchase of the stock or Seller shall not be able to withdraw their offer of sale of the stock.

MUTUALITY AGREEMENT

6. It is specifically understood by and between the Buyer and Seller that this agreement shall be binding upon both parties and

Buyer has the exclusive right to purchase the stock herein.

7. Time is of the essence of this contract.

8. This is the entire agreement between the parties hereto and there are no parole modifications to same.

9. This contract shall be binding upon the parties successors, heirs, assigns and administrators.

10. This contract shall be construed under the laws of the Commonwealth of Kentucky.

11. This purchase agreement is subject to FCC approval.

12. By executing this agreement, the Seller hereby appoints Kim Sparkman to be his attorney in fact to transfer said ownership as evidenced by the stock certificate or certificates to the Buyer herein.

13. In the event the original stock certificate or certificates of said corporation cannot be located, then the seller agrees to allow Kim Sparkman to provide a substitute stock certificate transferring all of his ownership in said corporation known as Hazard Broadcasting Services, Inc.

14. In the event no stock certificate or certificates are transferred, then Seller agrees this purchase agreement evidences the transfer of all of his right, title, interest and ownership in said corporation known as Hazard Broadcasting Services, Inc.

IN TESTIMONY WHEREOF, witness our signatures, this 24<sup>th</sup> day of September, 2013.

  
MICHAEL BARNETT - SELLER

LESLIE COUNTY BROADCASTING, INC.

By:   
SHANE SPARKMAN - PRESIDENT  
BUYER

STATE OF KENTUCKY  
COUNTY OF Perry

I, Nicole Brown, Notary Public for the County and State aforesaid, do hereby certify that the foregoing Agreement between MICHAEL BARNETT, SELLER AND LESLIE COUNTY BROADCASTING, INC., BY AND THROUGH SHANE SPARKMAN, ITS PRESIDENT, BUYER was this

day produced to me and duly acknowledged before me in said county and state by MICHAEL BARNETT, SELLER AND SHANE SPARKMAN, FOR AND ON BEHALF OF LESLIE COUNTY BROADCASTING, INC., BUYER, parties thereto to be their act and deed.

GIVEN under my hand as notary public, this 24<sup>th</sup> day of September, 2013.

Nicole Brown  
NOTARY PUBLIC

My commission expires: 10-8-14