

A G R E E M E N T

THIS AGREEMENT, made this 4 day of January, 2013, by and between V-1 Productions, Inc. (hereinafter referred to as "Seller"), and Digital Broadcast HD, Inc., a Florida corporation(hereinafter referred to as "Buyer"):

W I T N E S S E T H:

WHEREAS, Seller is the holder of a construction permit issued by the Federal Communications Commission (hereinafter referred to as "FCC"), W11DH-D, Wabasso, FL USA, a new low-power television station. FCC Facility ID 182253, File No:BMPDVL-20120605AB, hereinafter "Station"); and

WHEREAS, Seller desires to assign Station's construction permit to Buyer, and Buyer is desirous of obtaining Station's construction permit, under the terms and conditions expressed herein; and

WHEREAS, the consummation of this Agreement, resulting in the assignment of Station's construction permit or license to Buyer, is subject to the prior written approval of the FCC;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. Subject to the prior approval of the FCC, which shall be

obtained by its grant of an appropriate application, Seller agrees to sell, transfer, assign, convey and deliver to (Buyer) and Buyer agrees to buy, free and clear of all liens, the construction permit for Station together with all of Seller's related documents to the Station.

2. In consideration thereof, Buyer agrees to pay Seller a total price of Fiftine Thousand Dollars (\$15,000.00). The purchase prices shall be made in the following manner: Buyer shall lend Seller Ten Thousand Dollars (\$10,000.00) at the time of execution of this agreement. Buyer will allow a Five Thousand dollar (5,000.00) budget to build station. Buyer will make a final Five Thousand Dollar payment to seller ones station has been built. Such loans shall be made without interest and shall be due on the date of Closing of the transaction contemplated herein, or should closing not occur, on the date this Agreement is terminated, provided that Buyer's default is not the basis for the failure to close. Should Buyer's default be the basis for the failure to close, then Seller shall have no obligation to repay any of Buyer's loans. Buyer's obligation (Buyer) will complete the final steps to license station, buyer will assist with the completion and designated a buget of Five Thousand Dollars (5,000.00) to finalise the building of such construction permit.

to make loans to Seller shall become Buyer's obligation to Seller to pay the remainder of the purchase price then owing.

3. Closing shall be held within five (5) days after written approval of the FCC to the assignment of the Station's construction permit to Buyer has become final, i.e. not subject to timely review or reconsideration by the FCC or by any court, or at such other date after FCC grant of said application, as agreed by Buyer and Seller.

4. Seller hereby warrants as follows

(a) That it holds the construction permit for Station, and the FCC grant thereof has become final.

(b) That it knows of no reason why the FCC would not find it qualified to assign the Station's construction permit to Buyer;

(c) That, until the construction permit assignment is consummated, it will maintain control of Station's construction permit.

5. Buyer hereby warrants as follows:

(a) That it is legally, financially and otherwise qualified to become the permittee or licensee of the Station.

(b) That at present and on the closing date, Buyer will have full power and authority to enter into and perform this Agreement, that the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized, and that this Agreement will constitute a valid and binding agreement of the Buyer, enforceable in accordance with its terms.

6. In connection with preparing and filing the assignment application with FCC, each party shall bear its respective legal costs. All FCC fees in connection with the assignment application shall be borne by Buyer.

7. Both parties hereto agree to make application to FCC for assignment of Station's permit to Buyer within five (5) days of the date of this Agreement, and to cooperate fully and diligently in seeking FCC's consent to assignment of Station's permit to Buyer.

8. Time is of the essence of this Agreement. If the FCC has refused or failed to grant its written consent to assignment of Station's permit within nine (9) months of the date of filing of the application for assignment thereof, either party thereto may cancel this agreement by giving the other party two (2) weeks prior written notice of such intent, by certified mail or overnight delivery service in which a written receipt of delivery is obtained; provided that the FCC has not granted its consent to the Station's license assignment during that two-week interim period, and provided further that the party seeking cancellation is not in material breach of this Agreement. At such time Seller shall repay all moneys lent to Seller by Buyer.

9. Upon closing as contemplated herein, Buyer shall have complete control of Station. Seller shall have no reversionary interest in Station.

10. Seller will at closing execute and deliver to Buyer all documents necessary to effectuate the assignment contemplated by this Agreement.

11. Notices which are to be sent to either party to the other under or pursuant to the terms of this Agreement, shall be sent by United States Certified Mail, return receipt request, as follows:

If to Seller:

V-1 Production INC.
C/O Jose Guerra
1082 12St Street
Vero Beach FL 32960

If to Buyer:

Digital Broadcast HD INC.
C/O Ana Gonzales
610 Cresta Cr
West Palm Beach FL 33413

Copy to:

Jerrold Miller, Esq.
6900 Wisconsin Ave.
Suite 704
Bethesda, MD 20815

12. This document is the entire agreement between the parties hereto and shall not be modified except in writing and with the consent of both parties hereto. This document shall be binding on the heirs, successors and assigns of the parties hereto and shall be construed by the laws of the State of Florida. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single executed Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date written above.

(SELLER)
V-1 Productions, INC.

By 
Jose Guerra

FL ID: 6600-421-35-0220





(Buyer)
DIGITAL BROADCAST HD, INC.

By 
Ana Gonzales