

MEMBERSHIP PURCHASE AGREEMENT

MEMBERSHIP PURCHASE AGREEMENT (this "*Agreement*") dated as of May 12, 2010, by and among Mako Communications, LLC, a Texas Limited Liability Company (the "*Buyer*"), Centurion Communications, LLC d/b/a Club Communications, a Texas Limited Liability Company ("*Acquired Entity*"), and Gerald Benavides, an individual residing in the State of Texas ("*Seller*").

RECITALS:

WHEREAS, Acquired Entity is the Licensee of Low Power Television Station KCPV-LP, Victoria, Texas, Facility ID No. 13201 and an associated digital construction permit and Class A Television Station KUVN-CA, Dewalt, Texas, Facility ID No. 13200 and an associated digital construction permit (collectively "*Stations*").

WHEREAS, Seller is a member of Acquired Entity and owns a 25% membership interest in Acquired Entity;

WHEREAS, Buyer is a member of Acquired Entity and owns a 75% membership interest in Acquired Entity;

WHEREAS, Seller wishes to sell and Buyer wishes to buy Seller's 25% interest in the Acquired Entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE 1

TERMS OF THE TRANSACTION

1.1 Assets to be Transferred. At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Seller shall transfer, sell, assign, transfer, deliver and convey (collectively, "*transfer*"), or cause to be transferred, as applicable, to Buyer, and Buyer shall purchase or acquire, as applicable, from Seller, all of Seller's ownership interest in Acquired Entity, namely Seller's 25% membership interest. Seller's 25% membership interest, that is being conveyed to Buyer, includes, but is not limited to, all Seller's interest in:

(a) Commission Authorizations. All licenses, construction permits and all pending applications for the Stations.

(b) Tangible Personal Property. All of Seller's rights in and to the fixed and tangible personal property currently used in connection with the operation of the Stations or any personal property currently on order to be used in conjunction with the Stations.



1.2 Purchase Price and Payment. In consideration of the transfer by Seller to Buyer of all Seller's interest in the Acquired Entity, Buyer shall pay to Seller the aggregate purchase price of \$75,000 (the "Purchase Price"). The Purchase Price shall be paid to Seller on the Closing Date.

1.3 Liabilities Assumed by Buyer. As further consideration for the transfer of the Assets and the FCC License to Buyer, Buyer agrees, upon the terms and subject to the conditions set forth herein, to assume, at the Closing, and thereafter to pay, perform and discharge, all obligations of Seller, related to the Stations, accruing from and after the Closing Date. In addition, Buyer agrees to assume all outstanding liabilities, whether or not accrued prior to the Closing Date with regard to outstanding construction costs and outstanding tower lease obligations associated with the Stations.

ARTICLE 2 **CLOSING**

2.1 Closing; Closing Date. The closing (the "Closing") of the transactions contemplated hereby (collectively, the "Transaction") shall take place (i) at the offices of Buyer on the tenth business day after Commission consent to assignment of the FCC License from Seller to Buyer becomes a Final Order (as defined below), or (ii) at such other time or place or on such other date as the parties hereto shall agree (the "Closing Date"). For purposes of this Agreement, the phrase "Final Order" will mean that action has been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which has not been reversed, stayed, enjoined, set aside, annulled or suspended; 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 is 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 has expired or otherwise terminated.

At the Closing, subject to the satisfaction or waiver of the conditions to its obligations set forth in this Agreement, each of the parties hereto shall make the following deliveries or such deliveries in substitution therefor as are satisfactory to the indicated recipient:

2.2 Deliveries by Seller. On or before the Closing, Seller shall take the following steps:

(a) Bill of Sale. Seller shall deliver to Buyer a Bill of Sale reflecting Seller's conveyance of all its membership interest in the Acquired Entity and providing satisfactory warranty and guarantee that Seller is the lawful owner of such interest and such interest is conveyed to Buyer without any encumbrance;

(b) Other Documents. Such additional information and materials as Buyer may reasonably request before the Closing Date; and

2.3 Deliveries by Buyer. At the Closing, Buyer shall deliver the following items:

(a) Purchase Price. Buyer shall deliver the Purchase Price to Seller.

- (b) Bill of Sale. A countersigned copy of the Bill of Sale.
- (c) Other Documents. Such additional information and materials as Seller may reasonably request before the Closing Date.

ARTICLE 3
WARRANTY OF SELLER

Seller represents and warrants to Buyer that:

3.1 Title to Assets. Seller is the exclusive legal and equitable owner of, has good and indefeasible title to, and has the unrestricted power and right to sell, assign and deliver his full 25% membership interest in the Acquired Entity, free and clear of all encumbrances.

ARTICLE 4
WARRANTIES OF BUYERS

Buyer represents and warrants to Seller that:

4.1 Authority Relative to this Agreement. The Buyer is a duly formed limited liability company existing in good standing under the laws of the State of Texas and has the limited liability company power and authority to own its properties and assets and to carry on its business as now being conducted. The Buyer has the limited liability company power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

4.2 Qualifications. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the FCC License from Seller.

ARTICLE 5
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any of which may be waived by Seller in writing.

5.1 FCC Consent. The Commission shall have granted its consent to the Assignment Application (the "FCC Consent").

5.2 Payment of Purchase Price. Buyer shall have paid the Purchase Price.

5.3 Closing Documents. Buyer shall have executed and delivered to Seller the Bill of Sale and other closing documents specified in Section 2.3.

ARTICLE 6
CONDITIONS TO OBLIGATIONS OF BUYERS

A large, stylized handwritten signature or set of initials, possibly "E. H.", is written in the bottom right corner of the page.

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any of which may be waived by Buyer in writing:

6.1 FCC Consent. The FCC Consent shall have been granted and shall have become a Final Order.

6.2 Consents. All consents, approvals, orders, authorizations, and waivers of, and all declarations, filings and registrations with third parties (including governmental entities, whether local, state, or federal) required to be obtained or made by or on the part of the parties hereto or otherwise reasonably necessary for the consummation of the Transaction shall have been obtained or made, and all thereof shall be in full force and effect at the time of Closing.

6.3 Closing Documents. Seller shall have executed and delivered to Buyer the Bill of Sale and other closing documents specified in Section 2.2.

ARTICLE 7

TERMINATION

7.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (a) by mutual written consent of Seller and Buyer;
- (b) in the event a Commission decision denying consent to the assignment of the FCC License for the Station from Seller to Buyer becomes a Final Order;
- (c) by Seller if Buyer has materially breached the terms of this Agreement and has failed to cure such breach within ten (10) business days following notice thereof by Seller; or
- (d) by Buyer if Seller has materially breached the terms of this Agreement and has failed to cure such breach within ten (10) business days following notice thereof by Buyer.

ARTICLE 8

MISCELLANEOUS

8.1 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service, (iv) sent by telecopy or facsimile transmission, answer back requested, or (v) sent by electronic mail, with confirmation of receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

If to Seller:

Gerald Benavides

11737 Nelon Dr

Corpus Christi, Texas 78410

Fax 361 241 7945

jb12@sbcglobal.net

If to Buyer:

Mako Communications, LLC

518 Peoples Street

Corpus Christi, TX 78401

Fax: 512-532-6288

Email: Minick@swbell.net

8.2 Entire Agreement. This Agreement and the documents and agreements contemplated in this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement transmitted by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to the principles of the conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

BUYER:

Mako Communications, LLC

By: [Signature]
Title: Member
Date: 5/10/2010

SELLER:

Gerald Benavides

By: [Signature]
Title: Member
Date: 5-10-2010

ACQUIRED ENTITY:

Centurion Communication, LLC

By: [Signature]
Title: Member
Date: 5-10-2010