

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**") is dated as of April 29, 2015, by and between Tugart Properties, LLC ("**Seller**") and United Media Network, LLC ("**Buyer**").

RECITALS

Seller is the holder of a license for Station WLVO-LD, Cumming, Georgia, Facility No. 183170, and holds a construction permit issued by the Federal Communications Commission ("**FCC**") for operation of WLVO-LD at Atlanta, Georgia (the "**FCC CP**" and together with the license, the "**Station Authorizations**"); and

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station authorizations and certain other assets of the Station for the price and on the terms and conditions set forth in this Agreement.

The assignment of the authorizations used in conjunction with the operation of the Station is subject to the prior approval of the FCC.

AGREEMENTS

In consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

SECTION 1. PURCHASE AND SALE; PRICE AND ASSUMPTION

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the "**Closing**"), Seller shall sell, transfer, assign and deliver to Buyer on the date of the Closing (the "**Closing Date**"), free and clear of all debts, liens and encumbrances of any nature, all of Seller's right, title and interest in and to the "**Assets**" described below:

(a) The Station Authorizations and all other authorizations issued by the FCC and any federal, state or local governmental authority in connection with the business or operations of the Station as listed on Schedule 1.1(a);

(b) the tangible personal property listed on Schedule 1.1(b); and

(c) the Lease between Seller and Richland Towers Atlanta, LLC, listed on Schedule 1.1(c) (the "Assigned Lease").

1.2 Purchase Price. The purchase price for the Assets shall be Three Hundred Ten Thousand Dollars (\$310,000.00) (the "**Purchase Price**"), to be paid as follows:

(a) Escrow Deposit. Concurrently with the execution of this Agreement, Buyer shall deliver to Jorgenson Broadcast Brokerage, Inc., the Escrow Agent, the sum of

Thirty-One Thousand Dollars (\$31,000.00) to be held as the Escrow Deposit pursuant to an Escrow Agreement, the form of which is attached as Exhibit A.

(b) Payment of Purchase Price. At the Closing, Buyer and Seller shall direct the Escrow Agent to deliver the Escrow Deposit to Seller by wire transfer or delivery of other immediately available funds. The Escrow Deposit shall constitute partial payment of the Purchase Price. At the Closing, Buyer shall deliver to Seller by wire transfer or delivery of other immediately available funds Two Hundred Seventy-Nine Thousand Dollars (\$279,000.00).

1.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform the obligations and liabilities of Seller under the Station authorizations and the Assigned Lease after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller or the Station, and Seller shall remain liable for and pay and discharge such other obligations or liabilities.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller has been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 FCC License. The Station Authorizations and the other authorizations listed in Schedule 1.1(a) have been validly issued and are in full force and effect, and the Seller is the authorized legal holder thereof. Except for proceedings affecting segments of the broadcasting industry in general or as set forth on Schedule 1.1(a), (i) there is not pending or, to Seller's knowledge, threatened, any actions by or before the FCC to revoke, suspend, cancel, rescind or materially modify the Station Authorizations, (ii) there is not issued, pending or outstanding or, to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability against the Station or Seller, and (iii) Seller has not received any written communication from the FCC indicating that Seller or the Station is in violation of any regulation or policy of the FCC. Except for conditions of general applicability or such restrictions or conditions that appear on the face of the Station license or the FCC CP, the Station Authorizations are not subject to any restriction or condition that would limit Buyer's ability to construct the FCC CP or operate the Station. To Seller's knowledge, no application has been filed with the FCC that could reasonably be expected to cause the displacement or adverse modification of the Station. The Station currently is silent, and there is pending before the FCC a request (File No. BLSTA- 20150312AAN) filed by Seller for Special Temporary Authority to permit the Station to remain silent.

2.3 Assigned Lease. The Assigned Lease is in full force and effect and constitutes the legal and binding obligation of, and is legally enforceable against, Seller in accordance with its terms. No default (or event, which with the lapse of time or giving of a notice or both would

constitute a default) on the part of Seller and, to the knowledge of Seller, any other party thereto, exists under the Assigned Lease, and Seller has not received any written notice thereof or that any party to the Assigned Lease, intends to cancel, terminate, or materially adversely modify or amend, such Assigned Lease. Seller has made available to Buyer prior to the date of this Agreement true and complete copies of the Assigned Lease, including all amendments, modifications, and supplements thereto.

2.4 No Untrue Statements or Omission. No representation or warranty made by Seller in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by Seller, or on her behalf, to Buyer and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Seller set forth in this Agreement shall be true, complete, and accurate in all material respects as of the Closing Date as if made on that date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 FCC Qualifications. Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations and policies to acquire and to hold the FCC CP.

3.3 No Untrue Statements or Omission. No representation or warranty made by Buyer in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished to Seller and pursuant to this Agreement or in connection with the transaction contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading. All representations and warranties of Buyer set forth in this Agreement shall be true, complete, and accurate in all material respects as of the Closing Date as if made on that date. Buyer acknowledges that (i) it has performed its own due diligence investigation of the Station's Assets and its current engineering specifications and the power and coverage limitations expected for the Station, and (ii) that it has been made aware of the rules and policies of the FCC, and that he is accepting the Station with full knowledge of that information. Buyer acknowledges that it is aware that (i) the deadline date for construction of the FCC CP currently is April 30, 2017, and (ii) the Station must resume operations no later than March 10, 2016, or else the Station license and the underlying FCC CP will be cancelled, and that such deadline dates are beyond the control of Seller. Buyer agrees that following Closing, all responsibility to construct the FCC CP in a timely and legal manner shall be the sole responsibility of Buyer, and that any difficulty or failure on the part of Buyer to satisfy such construction deadline or any other construction requirement contained in the current or any future construction permit or in

any other law or regulation (whether local, state, or federal) shall in no manner constitute breach of the representations or warranties contained in this Agreement or affect Buyer's obligations under this Agreement.

SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 Generally. Seller shall not cause or permit, by any act or failure to act, the FCC CP to expire or to be revoked, suspended, or modified in any material manner or take any action that could cause the FCC to institute proceedings for the suspension, revocation, or modification of the FCC CP

4.2 Cooperation. Buyer and Seller shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall take such further actions and execute such other documents as may be necessary and desirable to effectuate the implementation and consummation of this Agreement. Neither Seller nor Buyer shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

SECTION 5. FCC CONSENT

5.1 Application. The assignment of the FCC CP from Seller to Buyer shall be subject to the prior consent of the FCC (the "**FCC Consent**"). Seller and Buyer shall file an application (FCC Form 345) for the FCC Consent (the "**Assignment Application**") within three (3) business days following execution of this Agreement by Buyer and Seller. The FCC filing fees for the Assignment Application shall be paid one-half by Seller and one-half by Buyer. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application as expeditiously as practicable.

5.2 Conditions. Each party agrees to comply at its expense with any condition imposed on it by the FCC Consent, and that except that other than conditions of general applicability, no party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by such party of any of its representations, warranties, or covenants under this Agreement, and (ii) compliance with the condition would have a material adverse effect upon such party.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) Consents. The FCC Consent shall have been granted without the imposition upon Buyer of any materially adverse conditions that need to be complied with by Buyer under Section 5.2, and Seller shall have complied with any conditions imposed on it by the FCC Consent that need to be complied with by Seller under Section 5.2 hereof. Seller shall have obtained and delivered to Buyer the consent to assignment of Buyer of the Assigned Lease.

(d) FCC CP. There shall not have been any termination, suspension, or adverse modification of the Station Authorizations or other FCC authorizations of the Station. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the Station Authorizations.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material conditions that need to be complied with by Seller under Section 5.2 hereof, and Buyer shall have complied with any conditions imposed on it by the FCC Consent that need to be complied with by Buyer under Section 5.2 hereof.

(d) Deliveries. Buyer shall stand ready to deliver to Seller on the Closing Date the Purchase Price.

SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place within five (5) business days after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by mail, facsimile or electronic transmission in PDF format.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) Breach. Without limiting Seller's rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) business days after Buyer has received written notice of such breach from Seller.

8.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) Breach. Without limiting Buyer's rights under any other clause hereof, if Seller has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) business days after Seller has received written notice of such breach from Buyer.

8.3 Rights on Termination. If this Agreement is terminated by Seller in accordance with Section 8.1(c), the Escrow Deposit shall be released to Seller as liquidated damages and the exclusive remedy for any and all damages suffered by Seller as a result of Buyer's material breach of this Agreement, regardless of the nature of such breach. Seller and Buyer agree that Seller's actual damages would be difficult to ascertain and that the amount of the Escrow Deposit is a fair and equitable amount to reimburse Seller for damages sustained due to Buyer's material breach of this Agreement. If this Agreement is terminated for any other reason, Seller shall immediately allow the Escrow Deposit to be released to Buyer.

SECTION 9. MISCELLANEOUS.

9.1 Representations and Warranties. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the closing for a period of one year, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such one-year period. Any investigation by or on behalf of a party hereto shall not constitute a waiver as to enforcement of any representation, warranty or covenant contained in this Agreement. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and

warranties. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

9.2 Specific Performance. If Seller breaches this Agreement and fails to transfer the Assets to Buyer, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

9.3 Brokerage Fee. There is no broker or finder or other person who would have any such claim for a commission or brokerage fee in connection with this Agreement, except for Jorgenson Broadcast Brokerage, Inc., whose brokerage fee shall be paid by Seller.

9.4 Time is of the Essence. Time is of the essence with respect to each party's performance of its obligations hereunder.

9.5 Attorneys' Fees. In the event of a default by either party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

9.6 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

9.7 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

If to Buyer:

Joanna P. Joy
United Media Network, LLC
6000 Live Oak Parkway, #102
Norcross, GA 30093

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

Erwin G. Krasnow, Esq.
Garvey Schubert Barer
1000 Potomac Street, NW
Washington, DC 20005

If to Seller:

Douglas M. Sutton, Jr.
Tugart Properties, LLC
Georgia-Carolina Broadcasting Companies
Post Office 233
Drive E
Toccoa, GA 30557

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.5.

9.8 Entire Agreement; Amendment. This Agreement, the schedules hereto and all documents and certificates to be delivered pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

9.9 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

9.10 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within Stephens County, State of Georgia and any appellate court from any such court, for the resolution of any such claim or dispute.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

United Media Network, LLC

By: Joanna Joy
Name: Joanna P. Joy
Title: Managing Member

SELLER:

Tugart Properties, LLC

By: Douglas M. Sutton, Jr.
Name: Douglas M. Sutton, Jr.
Title: Managing Member

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Escrow Agreement
Schedule 1.1(a)	FCC Authorizations
Schedule 1.1(b)	Tangible Personal Property
Schedule 1.1(c)	Assigned Lease

SCHEDULE 1.1(a)

FCC AUTHORIZATIONS

Copy attached of the FCC UHF Digital Low Power License
File No. BLDTL-20140416AAS
WLVO-LD
Channel 26, Cumming, GA
Facility Id. No. 183170

Copy attached of the FCC UHF Digital Low Power Construction Permit
File No. BMPDTL-20140513ADO
WLVO-LD
Channel 26, Atlanta, GA
Facility ID No. 183170



United States of America
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

TUGART PROPERTIES, LLC
P.O. DRAWER E
TOCCOA GA 30577

Hossein Hashemzadeh
Deputy Chief
Video Division
Media Bureau

Facility Id: 183170

Grant Date: April 28, 2014

This license expires 3:00 a.m.
local time, April 01, 2021.

Call Sign: WLVO-LD

License File Number: BLDTL-20140416AAS

This license covers permit no.: BPDTL-20140121NIC

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WLVO-LD

License No.: BLDTL-20140416AAS

Name of Licensee: TUGART PROPERTIES, LLC

Station Location: GA-CUMMING

Frequency (MHz): 542 - 548

Channel: 26

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Non-Directional

Description: SCA SL-8

Major lobe directions (degrees true): Not Applicable

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude: 34 deg 10 min 41 sec

West Longitude: 84 deg 09 min 24 sec

Maximum Effective Radiated Power (ERP): 2 kW

Transmitter Output Power: 0.3 kW

Height of radiation center above ground: 30 Meters

Height of radiation center above mean sea level: 396 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 31 Meters

Out-of-Channel Emission mask: Full Service

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

TUGART PROPERTIES, LLC
P.O. DRAWER E
TOCCOA GA 30577

Hossein Hashemzadeh
Deputy Chief
Video Division
Media Bureau

Facility Id: 183170

Grant Date: June 10, 2014
This permit expires 3:00 a.m.
local time, April 30, 2017.

Call Sign: WLVO-LD

Permit File Number: BMPDTL-20140513ADO

This permit modifies permit no.: BPDTL-20140418ABO

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: TUGART PROPERTIES, LLC

Station Location: GA-ATLANTA

Frequency (MHz): 542 - 548

Channel: 26

Hours of Operation: Unlimited

Callsign: WLVO-LD

Permit No.: BMPDTL-20140513ADO

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Non-Directional

Description: PSI PSILPD120I

Major lobe directions (degrees true): Not Applicable

Beam Tilt: -0.5 Degrees

Antenna Coordinates: North Latitude: 33 deg 48 min 26 sec
West Longitude: 84 deg 20 min 22 sec

Maximum Effective Radiated Power (ERP): 15 kW

Transmitter Output Power: 3 kW

Height of radiation center above ground: 283 Meters

Height of radiation center above mean sea level: 547 Meters

Antenna structure registration number: 1223132

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Out-of-Channel Emission mask: Full Service

Special operating conditions or restrictions:

- 1 This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

*** END OF AUTHORIZATION ***

SCHEDULE 1.1(b)

TANGIBLE PERSONAL PROPERTY

Engineering files and related documentation related to the Station.

Art Sutton

From: "Hossein Hashemzadeh" <Hossein.Hashemzadeh@fcc.gov>
Date: Monday, March 02, 2015 8:32 AM
To: "Art Sutton" <artsutton@windstream.net>
Subject: RE: REQUEST BY WLVO-LD BMPDTL-20140513ADO FOR VIRTUAL CHANNEL 21

You can go ahead and use channel 21 as virtual channel for WLVO-LD

From: Art Sutton [mailto:artsutton@windstream.net]
Sent: Friday, February 27, 2015 12:32 PM
To: Hossein Hashemzadeh
Subject: REQUEST BY WLVO-LD BMPDTL-20140513ADO FOR VIRTUAL CHANNEL 21
Importance: High

Hi Mr. Hashemzadeh

Here is the contour map demonstrating the overlap between WTBS-LD (RF channel 30; virtual 26 and WLVO-LD (RF channel 26 requesting Channel 21 virtual.)

As Darryl DeLawder mentions in his email below, the nearest virtual Channel 21 to WLVO is in Brunswick, GA, more than 100 km from Atlanta and WLVO-LD. This link is to all TV facilities in Georgia and it also demonstrates that virtual Channel 21 is not being used by any station near Atlanta.

<http://transition.fcc.gov/fcc-bin/tvq?state=GA&call=&arn=&city=&chan=&cha2=69&serv=&type=0&facid=&asrn=&list=1&dist=&dlat2=&mlat2=&slat2=&dlon2=&mlon2=&slon2=&size=9>

We would like to request the assignment of virtual channel 21 to the WLVO-LD construction permit, BMPDTL-20140513ADO. As soon as received, we will get the process underway to order equipment and put the station on the air.

Again, thanks for your assistance...and patience.

Best regards,

Douglas M. "Art" Sutton, Jr.
 President/CEO
 GA-Carolina Radiocasting
 P O Drawer E
 233 Big A Road
 Toccoa, GA 30577
 Telephone (706) 297-7264
 Fax (706) 297-7266
sutton@gacaradio.com
www.gacaradio.com

From: DELAWDER@aol.com
Sent: Friday, February 27, 2015 10:53 AM
To: artsutton@windstream.net
Subject: Re: WLVO-LD BMPDTL-20140513ADO

Art,

Attached is the map showing the WTBS-LD and WLVO-LD service contours.

When you send it to Hossein, also indicate to him that the only listed Georgia channel 21 virtual channel in the CDBS DTV list of stations is WPXC-TV, Brunswick, GA. 24D. WPXC-TV is more than 100 kilometers from Atlanta.

Best,

Darryl
 Darryl K. DeLawder, President
 DeLawder Communications, Inc.
 P.O. Box 1095
 Ashburn, Virginia 20146-1095
 (703) 299-9222 main
 (703) 299-6559 direct
 (571) 228-1258 cell

In a message dated 2/26/2015 4:13:06 P M Eastern Standard Time, artsutton@windstream.net writes:

Darryl

Here is a link to the FCC TV data base for Georgia. It's everything. While WPBA Atlanta is using Channel 21 for their RF channel, they have virtual 30 which was their long time analog channel. It would appear to me from this list, no one is using Channel 21 virtual in Atlanta....

<http://transition.fcc.gov/fcc-bin/tvq?state=GA&call=&arn=&city=&chan=&cha2=69&serv=&type=0&facid=&asrn=&list=1&dist=&dlat2=&mlat2=&slat2=&dlon2=&mlon2=&slon2=&size=9>



Propagation Systems, Inc.

Corporate Offices
P.O. Box 113
719 Pensacola Road
Ebensburg, PA 15931 USA
Telephone: 814-472-5540 Fax: 814-472-5676

Proposal #
P021914-PK1

Proposal / Purchase Agreement

Customer: Tugart Properties, LLC
PO Drawer E
Toccoa GA 30577


Ref: WLVO-LD

Attention: Douglas M. Sutton
Telephone: 706-297-7264
Fax: 706-297-7266
Email: sutton@gacaradio.com

Terms: 50% of the TOTAL Down, Balance due upon completion of manufacturing.
Delivery: 4-6 Weeks ARO & Technical details
FOB Ebensburg, PA 15931 USA
Quote Date: 2/19/2014
Valid thru: 30 Days from above date
Customer ID: Cumming, GA
Sales Rep: Paul Kelly
Email: Paul@psibroadcast.com

Quantity	Description	Unit	Total
1	PSILPD12OI-26 12-Bay Low Power UHF Slot Antenna for Channel 26 OI pattern, horizontal polarization, 1-5/8" EIA end fed input, 5 kW power rating, gain 21.59 (13.34dB). Includes standard beam tilt, standard null fill, and standard mounting brackets for a uniform cross section tower with a leg diameter between 1-1/2 in to 4 in.	\$13,860.00	\$13,860.00

Customer Acceptance Upon customer signing, and acceptance by an authorized Propagation Systems, Inc. representative, this document constitutes a contract and customer agrees to be bound by all the terms, hereof, including Propagation Systems, Inc. Terms and Conditions of Sale which are an integral part of this offer.	Subtotal Discount Freight TOTAL	\$13,860.00 \$2,079.00 TBD \$11,781.00
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Customer Signature	Date	Prepared by:
Print Name and Title		
Company Name		Paul Kelly, Sales Manager
PSI Website : http://www.psibroadcast.com		Email: Paul@psibroadcast.com



PO Box 1010, Newark, TX 76071-3141
Phone: 800-476-8943 or Main Office 817-489-2730

Equipment Proposal

Date	Proposal #
12/03/13	RFXQ3139

Sold To: Georgia-Carolina Radiocasting

Art Sutton
233 Big A Road
P.O. Drawer E
Toccoa, GA 30577

Phone: 706-297-7264

Email: sutton@gacaradio.com

Ship To: Georgia-Carolina Radiocasting

Art Sutton
233 Big A Road
P.O. Drawer E
Toccoa, GA 30577

Phone: 706-297-7264

Prepared by: John George

Direct Phone: 803-951-7443

LINE	QTY	MFG	PART NUMBER	DESCRIPTION	LIST PRICE	EXT LIST
1	1	Superior	STU-350-RD	Superior STU-350-RD Superior 350 watt with Re-furbished Amplifier. Digital Television Transmitter featuring the latest Solid State Technology Standard Features Solid State Technology High Performance Digital Exciter with automatic Linear and Non-Linear Correction Switching power supply. for greater reliability High efficiency heat sync for cooler operation Stringent Mask filter assures the transmitter meets all specifications Tuned and tested on channel As Specified VSWR Protection Forced air cooling.	\$18,000.00	\$18,000.00
2	1	Superior	STE-2	Superior STE-2 Two Channel Digital Encoder Standard Features Input Analog Video and Audio Output ASI Constant Bit rate Two Rack spaces high 115 volt operation Video Adjustments. Brightness Contrast, Saturation,	\$4,000.00	\$4,000.00

LINE	QTY	MFG	PART NUMBER	DESCRIPTION	LIST PRICE	EXT LIST
				and hue. Audio Adjustrnents Audio levels Dolby AC3.		

Note: Shipping is not included and will be prepaid and added. R F Specialties-South collects sales tax as required by state law. Some manufacturers may collect partial sales tax for some states, which will also be added, if collected. Please provide a valid tax exempt certificate with order to avoid collection of these taxes.

Total List Price	\$22,000.00
Package Discount	- 888.89
Total	\$21,111.11

Ship via: BEST WAY

The terms and conditions of this order are printed on seperate pages and upon acceptance of this order by Seller at its home office in Newark, Texas, shall be binding upon Seller and Purchaser.

Payment Terms: 50% DN, BAL BEFORE SHIP

All prices are F.O.B. shipping point.

A finance charge of one and one-half percent (1-1/2%) will be charged on any unpaid balance if full payment is not made within 30 days after shipment and no financing arrangements have been made.

Payment terms are subject to prior credit department approval.

The price and shipment estimate quoted are vaild for 30 days from the date of this proposal.

RF Specialties- South, LLC

Proposal Submitted

By: _____

Sales Rep. John George

DOC #

RFXQ3139

PURCHASER'S ACCEPTANCE

The above proposal is accepted:

Company _____

Address _____

City _____

State _____ Zip _____

Signature _____ Date _____

Title _____

Customer Order No. _____

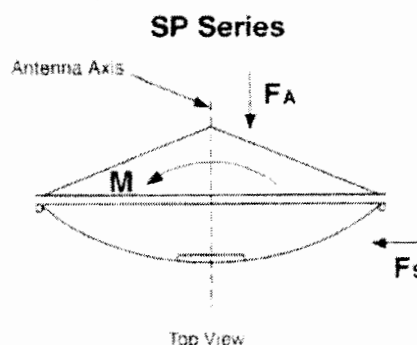
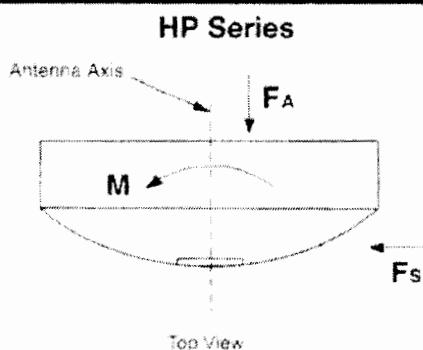
Ship to: ____ Same as above ____ Following address

SALES TAX: Note that some vendors are required to collect sales tax at the location they ship material into. Any required sales tax will be added to your invoice unless a tax exemption certificate is provided for that state.

FREIGHT: Any applicable Freight Charges will be added to your final invoice.

ANTENNA WIND FORCES AND LOADS

HP & SP SERIES



*Dimensions = Inches/cm

Antenna Windloading					
1' (0.3m)	(HPLP1 & HPCPE)	2' (0.6m)		3' (90 cm)	
Fa Max	46 lbs. (204N)	Fa max	202 lbs. (899N)	Fa max	403 lbs. (1792N)
Fs Max	13 lbs. (58N)	Fs max	100 lbs. (445N)	Fs max	200 lbs. (890N)
MT Max	27 ft-lbs. (36Nm)	MT max	194 ft-lbs. (263Nm)	MT max	344 ft-lbs. (466Nm)

SP Series Windloading

		Without Radome		Without Radome	
Fa Max	46 lbs. (204N)	Fa max	222 lbs. (988N)	Fa max	492 lbs. (2189N)
Fs Max	13 lbs. (58N)	Fs max	14 lbs. (62N)	Fs max	40 lbs. (178N)
		MT max	225 lbs. (305Nm)	MT max	545 lbs. (739Nm)
		With Radome		With Radome	
		Fa max	122 lbs. (543N)	Fa max	271 lbs. (1206N)
		Fs max	24 lbs. (107N)	Fs max	64 lbs. (285N)
		MT max	194 ft-lbs. (263Nm)	MT max	394 ft-lbs. (534Nm)

Antenna Windloading					
4' (1.2m)		6' (1.8m)		8' (2.4m)	
Fa max	737 lbs. (3278N)	Fa max	1680 lbs. (7473N)	Fa max	2773 lbs. (12334N)
Fs max	365 lbs. (1623N)	Fs max	832 lbs. (3700N)	Fs max	1422 lbs. (6325N)
MT Max	784 ft-lbs. (1063Nm)	MT max	2100 ft-lbs. (2847Nm)	MT max	4400 ft-lbs. (5965Nm)

SP Series Windloading

Without Radome		Without Radome		Without Radome	
Fa max	855 lbs. (3803N)	Fa max	1768 lbs. (7865N)	Fa max	3795 lbs. (16940N)
Fs max	45 lbs. (200N)	Fs max	98 lbs. (436N)	Fs max	1115 lbs. (4980N)
MT Max	1120 ft-lbs. (1518Nm)	MT max	2270 ft-lbs. (3077Nm)	MT max	4800 ft-lbs. (6508Nm)
With Radome		With Radome		With Radome	
Fa max	469 lbs. (2087N)	Fa max	973 lbs. (4329N)	Fa max	2773 lbs. (12334N)
Fs max	93 lbs. (414N)	Fs max	162 lbs. (721N)	Fs max	1422 lbs. (6325N)
MT max	784 ft-lbs. (1063Nm)	MT max	2100 ft-lbs. (2847Nm)	MT max	4400 ft-lbs. (5966Nm)

Loading applied to tower at survival windspeed of 125 mph (210km/h)

Please see Page 49 for information on Side Struts.

Radio Waves, Inc.

72 <http://www.radiowavesinc.com>

sales@radiowavesinc.com

SCHEDULE 1.1(c)

ASSIGNED LEASE

Copy attached of Richland Towers Lease No. 10091-36 (tower space for antenna and 24 square feet in adjacent building for transmitting equipment).