

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this 1st day of December, 2012, by and among WDIG, LLC a Georgia Limited Liability Company, ("Seller"), and Dublin Broadcasters, LLC, a Georgia Limited Liability Company ("Buyer").

Recitals

- A. Seller is the owner of low power television station W355BB, Dublin, Georgia (the "Station").
- B. Seller has agreed to sell the Station to Buyer, on the terms and conditions set forth herein.

Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. **Application.** The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the "Commission") for consent to the assignment of the licenses and authorizations issued by the Commission for the Station (the "Licenses") from Seller to Buyer. Such application is to be filed within seven (7) business days of the date of this Agreement, with the Buyer to pay all the necessary filing fees to the Commission. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.

2. **Assets To Be Conveyed.** On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

- a. All of the Licenses.
- b. All of the tangible personal property, whether owned or leased, located at or used in the operation of the Station and including, but not limited to, all replacements and additions thereto between the date of this Agreement and the Closing Date.
- c. All of the intangible property or property rights of the Station, including copyrights, trademarks, logos, software, service marks, warranties, goodwill, call sign(s), books and records (excluding Seller's corporate books and records to the extent reasonably needed for tax purposes), but excluding Seller's cash or cash equivalents, deposits, prepaid items, accounts receivable, music licenses and pension or deferred compensation plans as of the Closing Date.

d. All of the contracts, agreements and interests relating to the operation of the Station but excluding all insurance contracts or rights thereunder, labor or employment contracts and pension, 401(k) or deferred compensation plans or agreements.

e. All of the interests in real property used in the operation of the Station. The foregoing assets to be conveyed to Buyer (the "Purchased Assets") are to be conveyed through bills of sale, assignments, deeds or other documents of transfer (the "Closing Documents") customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever (collectively, "Liens").

3. **Purchase Price.** The purchase price ("Purchase Price") to be paid pursuant to Schedule A attached hereto for the Purchased Assets is Four Hundred Thousand Dollars (\$400,000) which was previous tendered consideration. In this regard, the equipment which is associated and used at the facility has been transferred to Buyer. The instant Agreement is intended to convey the license to Buyer since all consideration has been paid. The allocation of the purchase price shall be as delineated in Schedule A. Notwithstanding anything herein to the contrary, Buyer shall not be entitled to any refund of the purchase price, any other consideration or any right of recourse whatsoever should the license not be successfully transferred to Buyer.

4. **Seller's Closing Conditions.** All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The Commission shall have consented to the assignment of the Licenses to Buyer.
- b. Buyer shall have paid the Purchase Price.
- c. Buyer shall have executed and delivered to Seller the Closing Documents.

5. **Buyer's Closing Conditions.** All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The Commission shall have consented to the assignment of the Licenses to Buyer.

6. **Closing.** The Closing, or the Closing Date, as used throughout this Agreement, shall take place on a date selected by Buyer (with reasonable written notice to Seller) within five to ten (5-10) business days after the condition precedent described in Section 8.a and 9.a hereof is satisfied.

7. **Allocation of Purchase Price.** The Purchase Price of the Station will be allocated in accordance with Schedule A hereto.

8. **Entire Agreement.** This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties.

9. **Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Georgia. Any disputes arising out of this Agreement shall be resolved in state or federal court in Georgia.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto.

11. **Cooperation.** Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

12. **Notices.** All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: WDIG, LLC
 211 S. Monroe Street
 Dublin, GA 31021

cc: Sumner, Avery & Harper, LLC
ATTN: Joseph C. Sumner, Jr.
Post Office Drawer 248
Dublin, GA 31040

To Buyer: Dublin Broadcasters, LLC
 ATTN: Ron Deal
 101 Lona Street
 PO Box 1565
 Dublin, GA 31040

cc: Shainis & Peltzman, Chartered
ATTN: Aaron P. Shainis
1850 M Street, N.W., Suite 240
Washington, DC 20036

19. **Exclusivity.** While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WDIG, LLC
By: _____
James L. Allgood, Jr., member

C. Michael Cauley, member

Louie Curry, Jr., member

Robert J. Walker, member

Joanne Hilburn, Executrix of the Estate of
James V. Hilburn, member

Joseph A. Boone, Executor of the Estate of
W. Doyle Dominy, member

DUBLIN BROADCASTERS, LLC
By: RD Deal
Ron Deal, sole member

RD Deal
Ron Deal, individually

cc: Shainis & Peltzman, Chartered
ATTN: Aaron P. Shainis
1850 M Street, N.W., Suite 240
Washington, DC 20036

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Louie Curry, Jr., member

Robert J. Walker, member

Joanne Hilburn, Executrix of the Estate of
James V. Hilburn, member

Joseph A. Boone, Executor of the Estate of
W. Doyle Dominy, member

DUBLIN BROADCASTERS, LLC

By:

Ron Deal, sole member

Ron Deal, individually

cc: Shainis & Peltzman, Chartered
ATTN: Aaron P. Shainis
1850 M Street, N.W., Suite 240
Washington, DC 20036

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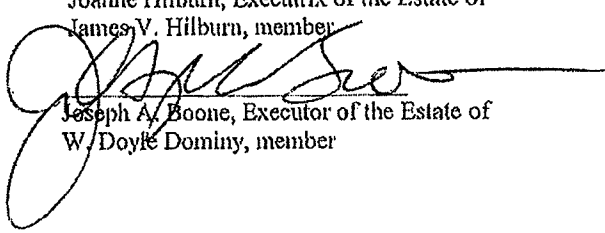

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Joanne Hilburn, Executrix of the Estate of

James V. Hilburn, member


Joseph A. Boone, Executor of the Estate of
W. Doyle Dominy, member

DUBLIN BROADCASTERS, LLC

By:

Ron Deal, sole member

Ron Deal, individually