

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is dated as of 6/20/13, by
And between MD Broadcasting ("Seller") and Woods Communications Corp. ("Buyer").

RECITALS

- A. Seller holds authorization issued by the Federal Communications Commission for LPTV W17DX-D, Montgomery, Alabama, Facility ID Number 181989.
- B. Seller desires to assign and Buyer wishes to acquire the FCC Permit on the terms and conditions set forth in this Agreement.

PURCHASE AND SALE OF ASSETS; CONSIDERATION

1.1 Assignment and Delivery of Assets. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, assign and deliver to Buyer on the Closing Date at no cost to Buyer (other than the specific consideration set forth herein) free and clear of any lien, claim, charge, security interest, pledge or encumbrance of any nature, all of Seller's right, title, and interest in and to the "Assets" described in (a) below:

(a) The FCC Permit W17DX-D, Facility ID # 181989

1.2 Assumption. Buyer shall accept the Assets on the Closing Date. Effective upon the Closing, Buyer shall assume and undertake to pay, discharge, and perform all obligations of Seller under the FCC after the Closing Date. Buyer shall not assume or perform any other obligations or liabilities of Seller whatsoever.

1.3 Purchase Price. Buyer shall pay Seller, \$ 10,000.00. A \$ 1,000.00 Deposit has been paid upon the execution of a letter of intent. The remaining \$ 9,000.00 is due on the Closing Date.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authority. Seller has all requisite power and authority to own or hold the Assets and to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authority. Buyer is legally qualified to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

Handwritten signature and initials in the bottom right corner of the page.

SPECIAL COVENANTS AND AGREEMENTS

4.1 FCC Consent.

- (a) The assignment of the FCC Licenses pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.
- (b) Seller and Buyer shall promptly prepare the Assignment Application and shall file the Assignment Application with the FCC within five (5) days of the execution of this Agreement. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Application. Any FCC filing fees for the Assignment Application shall be split evenly by the parties.
- (c) Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with any 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 it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent, provided, however, that the parties shall continue to have all rights available to them pursuant to Section 9 hereof. Each party shall bear its own costs in connection with its obligations under this Section.
- (d) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

4.2 Confidentiality. Except as necessary for the consummation of the transaction contemplated by this Agreement, and except as and to the extent required by law, including, without limitation, disclosure requirements of the Communications Laws, each party will keep confidential any information of a confidential nature obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all copies of all documents and all other information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.



CLOSING

5.1 The Closing shall take place at 10:00 a.m. on a date, to be set by Buyer on at least five days' written notice to Seller, that is (1) not earlier than the first business day after the FCC Consent is granted, and (2) not later than the tenth (10) business day after the FCC Consent has become a Final Order. The Closing shall be held at a mutually agreed upon location.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

6.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of twelve (12) months. Any investigations by or on behalf of any 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.

6.2 Indemnification by Seller. Seller shall indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue representation, breach of warranty, or omission or failure to perform any covenant by Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement.

6.3 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue representation, breach of warranty, or omission or failure to perform any covenant by Buyer contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Seller under this Agreement.

MISCELLANEOUS

7.1 Attorneys' Fees. In the event of a default by either party which 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.

7.2 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Buyer. 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, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

7.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial 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 delivery service or on the return receipt, and (d) addressed as follows:

If to Grantor:

MD Broadcasting
Attn: Mark Snow
125 Hampton Lake Drive
Pelham, AL 35124

If to Grantee :

Woods Communication Group
One WCOV Avenue
Montgomery, Al 36111
(334)288-7020

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.

7.4 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

7.5 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama (without regard to the choice of law provisions thereof).

7.6 Entire Agreement. This Agreement and the schedules hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

A handwritten signature in black ink, consisting of a large, stylized initial 'W' followed by a surname, and a second, smaller signature below it.

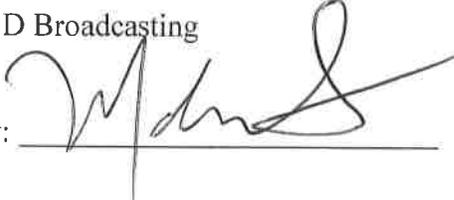
ACCEPTED AND AGREED

Woods Communication Corp

By: 

David Woods, its President

M D Broadcasting

By: 

Mark Snow, its President

