

Asset Purchase Agreement

This Asset Purchase Agreement (the "Agreement") is made and effective June 22, 2007, by and between Charles Namey ("Seller") and John Salov, Digital TV of Orlando, LLC ("Buyer").

Seller operates a Television Station under the call sign WTWD-LP facility number 10521 (the "Business").

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller used in the Business, subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Transfer of Assets.** At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature, all contract rights, customer lists, leases, furniture, fixtures, equipment, trademarks, trade names, intellectual property, goodwill, materials, supplies, telephone numbers, business records, and other assets and properties owned or leased by Seller and used or useful in the Business and related operations, but excluding the following, if any: corporate minute and stock books, cash, insurance policies, accounts receivable, income tax refunds, and officer and shareholder receivables. The assets and properties to be transferred by Seller to Buyer shall include, without limitation:
 - A. The furniture, fixtures and equipment listed in Exhibit A.
 - B. The lease by Seller, as lessee, regarding Seller's business location, a copy of which is attached hereto as Exhibit B.
 - C. The contracts, leases, licenses and other agreements identified on Exhibit C attached hereto.
 - D. Such other of Seller's property and assets identified on Exhibit D attached hereto.
2. **Conveyance and Transfer Documents.** Seller agrees to deliver to Buyer at the Closing such certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in form and content satisfactory to Buyer, as shall be effective to vest in Buyer good and marketable title in and to any property to be sold, assigned, transferred, conveyed and delivered hereunder.
3. **Payment of Purchase Price.** Buyer shall pay Seller at the Closing the purchase price in the sum of \$625,000.00 in the manner described below, in full payment for all of the items purchased from Seller. Of the \$625,000.00, the Seller will hold a Note for \$125,000.00 for a period of 60 months, simple interest at a rate of 6% per annum, paid quarterly, first payment due six months after closing. Quarterly payments to be in the amount of \$1,875.00. The Buyer will pay the Seller \$125,000.00 upon the sixty-first month or sooner with no pre-payment penalty. Buyer shall deposit \$20,000.00 into an Escrow Account through the Broker to be applied to the Purchase Price at the close.

4. **Allocation of Purchase Price.** The purchase price for the assets and properties referred to in Section 1 hereof, shall be allocated as follows:

Assets referred to in Section 1. A.	\$50,000.00
Lease referred to in Section 1. B.	\$0
Items referred to in Section 1. C.	\$490,000.00
Goodwill	\$35,000.00
Items referred to in Section 1. D.	\$0

This Agreement shall not be deemed or construed to be divisible by reason of allocating the purchase price with respect to separate categories of property. All of the terms, conditions and covenants in this Agreement shall be mutually interdependent.

5. **Nonassumption of Liabilities.** Except as otherwise agreed expressly in writing, Buyer does not and shall not assume or agree to pay any of Seller's or, where applicable, any shareholder's, partner's, or member's, liabilities or obligations of any nature or kind. Seller and, where applicable, any shareholder, partner, or member, shall each remain responsible for their respective debts and obligations.

6. **Further Assurances.** From time to time after the date of this Agreement, Seller shall give to Buyer, and to Buyer's representatives, auditors and counsel, full access during normal business hours to all of the properties, books, records, tax returns, contracts, licenses, franchises and all of the documents of Seller relating to the Business and shall furnish to Buyer all information with respect to the Business, as Buyer may from time to time reasonably request. Promptly following execution of this Agreement, Seller shall use Seller's best efforts to obtain all consents (if any, including, without limitation, consents of any government or governmental agency) necessary to effect the sale, assignment, transfer, conveyance and delivery contemplated by Section 1 hereof. From time to time after the Closing, at Buyer's request and without further consideration, Seller agrees to execute and deliver at Seller's expense such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require more effectively to sell, assign, transfer, convey, deliver and vest in Buyer, and to put Buyer in possession of, any property to be sold, assigned, transferred, conveyed and delivered hereunder.

7. **Closing.**

A. The payment of amounts due, delivery of documents and completion of other items related to the transfer of the Business and the assets purchased by Buyer (the "Closing") shall be held within 10 days of the posting of the Final Order issued by the Federal Communications Commission, in Orlando, Florida, or on such other date, and at such other time and place, as mutually agreed upon by the parties in writing.

B. At the Closing:

- (i) Seller shall execute and deliver to Buyer the instruments of conveyance and transfer called for in Section 2 hereof;

(ii) Buyer shall deliver to Seller the sum of \$500,000.00 by certified or cashier's check. Buyer shall deliver to Seller a promissory note ("Note") payable by Buyer to Seller for the balance of the purchase price (\$125,000.00), in the form of the promissory note attached hereto (the "Note"). Buyer and Seller shall also enter into a Security Agreement in the form attached hereto, in which Buyer grants to Seller a security interest in certain assets as security for payment of the Note.

C. In the event that the Closing hereunder shall not be consummated on the date and time specified in this Section for any reason other than some act, omission or material breach by Buyer, this Agreement shall, at the sole option of Buyer, if not corrected within 60 days or other date mutually agreed by buyer and seller, terminate. Any deposit previously paid by Buyer shall be promptly returned to Buyer and neither party hereto shall have any further obligation or liability to the other party hereto.

8. **Representations and Warranties of Seller.** Seller represents and warrants to and covenants with Buyer, and Buyer's successors and assigns (which representations, warranties and covenants shall survive the Closing), as follows:

A. Seller has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby.

B. This Agreement and Seller's performance of the obligations herein do not constitute the breach or violation of any agreement, covenant, obligation or promise to which Seller is legally bound.

C. Seller's execution, delivery and performance of this Agreement will not constitute the breach or violation of any agreement, obligation, promise, covenant or court order with respect to any spousal maintenance or child support obligation and that Seller's spouse, if any, does not own any part of the Business and no consent or waiver by any such spouse is required to complete Seller's obligations herein.

D. Except as otherwise disclosed by Seller in writing, as of the date of this Agreement, the assets and properties of Seller are not, and as of the Closing they will not be, subject to any liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature.

E. Neither the execution or delivery by Seller of this Agreement or the transactions contemplated hereby will: (i) result in the creation of any lien, security interest, or encumbrance upon any of the assets of Seller; (ii) violate any order, writ, injunction, decree, judgment, law, rule, regulation or ruling of any court or governmental authority applicable to Seller or any of its properties; or (iii) require any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority.

F. Seller, and where applicable any shareholder, officer, director, member or partner, are not in violation of, or under investigation with respect to, or have been charged with or given notice of, any violation of any applicable law, statute, order, rule, regulation, policy or guideline promulgated or judgment entered, by any federal, state or local court or governmental authority relating to or affecting the Business, Seller or any of Seller's assets.

G. Since the date of the Balance Sheet there has not been, and between the date hereof and the Closing Date there will not be, any materially adverse change in the financial condition, assets, liabilities, business or property of Seller, or with respect to its

employees or customers, and Seller has no knowledge of any fact or contemplated event which may, in the future, cause any such materially adverse change. Since the date of the Balance Sheet, and pending the Closing, the business of the Seller has been, and will be, conducted only in the ordinary course.

H. Copies of all leases, instruments, agreements and other documents which have been delivered or may be delivered to Buyer by Seller pursuant to or in connection with this Agreement are and will be complete and correct as of the date hereof and as of the Closing. Exhibits B and C, attached hereto and made a part hereof, are lists of all contracts, leases, licenses and other agreements relating to the Business. Seller is not in default and has not received any notice of default under any such contract, lease, license or other agreement or under any other obligation relating to the Business.

I. As of the date hereof there is, and on the Closing Date there will be, no litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy (including, without limitation, labor union strikes, elections, arbitrations, grievances, complaints, or administrative actions) pending, or to the knowledge of Seller threatened, against or affecting the business or property of Seller or its right to carry on its business and enter into and consummate the transactions contemplated by this Agreement.

J. Seller has previously delivered to Buyer copies of all plans, contracts, agreements, programs, and policies relating to, and all information referred to in, the following, if any: (i) all employment, bonus, profit sharing, percentage compensation, deferred compensation, pension, employee benefit, welfare and retirement plans, contracts and agreements, consulting agreements, and labor union and collective bargaining agreements to which Seller is a party or is subject, (ii) the wage rates for non salary and nonexecutive employees of Seller; (iii) all group insurance programs in effect for employees of Seller; and (iv) any increase in the compensation payable or to become payable by Seller, or any bonus, percentage compensation, service award or other similar benefit granted, made or accrued to the credit of any salaried employee, agent or consultant of Seller.

K. There is no unfair labor practice complaint against Seller pending before the National Labor Relations Board. There is no labor strike dispute, slowdown or stoppage, or any union organizing campaign, pending, or to the best of the knowledge of Seller, threatened against or involving Seller. No labor agreements have been filed with Seller which has had, or may have, a materially adverse effect on Seller's business. No collective bargaining agreement is currently being negotiated with Seller.

L. Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses, and no broker or finder has acted directly or indirectly for Seller in connection with this Agreement or the transactions contemplated hereby, except: [Haddon & Associates](#).

M. On the date hereof Seller has, and on the Closing Seller shall have, duly prepared and timely filed all local, state and federal tax returns (including, without limitation, those which relate to FICA, withholding and other payroll taxes) required to be filed by such dates, and paid all taxes, penalties and interest with respect thereto. To the extent that any tax liabilities have accrued but not become payable, the full amounts thereof have been reflected as liabilities or reserved against on the Balance Sheet. After the Closing, Seller shall duly prepare and timely file any and all local, state and federal

tax returns which pertain, in whole or in part, to the period on or before the Closing, and pay all taxes, penalties and interest with respect thereto.

N. On the date hereof, the properties and assets to be transferred under this Agreement are, and on the Closing they will be, in good condition and repair.

O. Seller shall permit Buyer and its representatives at all reasonable times during business hours and without interfering with the normal conduct of the business of Seller, to examine and have full access to all of the properties, books and records of Seller and to copy such books and records (at Buyer's expense).

9. **Representations and Warranties of Buyer.** Buyer represents and warrants to and covenants with Seller (which representations and warranties shall survive the Closing) as follows:

A. Buyer has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby.

B. This Agreement and Buyer's performance of the obligations herein do not constitute the breach or violation of any agreement, covenant, obligation or promise to which Buyer is legally bound.

C. As of the date hereof there is, and as of the Closing there will not be litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy pending, or to the knowledge of Buyer threatened, against or affecting the right of Buyer to enter into and consummate the transactions contemplated by this Agreement.

D. Buyer has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses in connection with the transactions contemplated by this Agreement, and no broker or finder has acted on Buyer's behalf.

10. **Indemnification.**

A. Seller indemnifies and holds harmless Buyer against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Buyer arising out of or resulting from (i) any breach of this Agreement by Seller; (ii) any inaccuracy in the representations, warranties, and covenants made by Seller in this Agreement, or in any certificate, schedule, exhibit or written instrument delivered or to be delivered under this Agreement; and (iii) any liability, obligation, demand, claim, action, or judgment, known or unknown, which may already have arisen or which may hereafter arise, by reason of or in connection with the operation of Seller's business prior to the Closing.

B. (i) Buyer shall promptly notify Seller of any claim or demand which Buyer determines has given or could give rise to a right of indemnification under this Agreement. Unless Seller give Buyer written notice that either contests Buyer's right to indemnification for a claim or demand within thirty (30) days of the date Buyer notifies them of such a claim or demand, Seller shall be deemed to have acknowledged Buyer's right to indemnification for such claim or demand pursuant to the provisions of this Agreement.

(ii) If any claim or demand relates to a claim or demand asserted by a third party against Buyer, Seller shall have the duty, at Seller's expense, to defend any such claim or demand. Buyer shall make available to Seller and Seller's representatives all

records and other materials reasonably required by them for their use in contesting any such claim or demand. Buyer shall have the right, but not the obligation, to employ separate counsel, and to participate with Seller in the defense of any such claim or demand, but the fees and expenses of such separate counsel shall be paid by Buyer. In not event shall Buyer be obligated to defend any such claim or demand.

11. **Conditions Precedent to the Obligations of Buyer.** The obligations of Buyer under this Agreement are subject to the following conditions precedent:

A. The representations, warranties and covenants made by Seller herein to Buyer shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations, warranties and covenants had been made on and as of date of the Closing, and Seller shall have performed and complied with all agreements, covenants and conditions on their part required to be performed and complied with on or prior to the Closing.

B. Buyer shall have obtained all local, state and federal licenses, permits and other authorizations necessary for Buyer to conduct the Business in the State of Florida.

C. The assets to be purchased by Buyer and the Business shall not have been adversely affected in any material way (whether or not covered by insurance) as a result of any fire, casualty, act of God or other force majeure or any labor dispute or disturbances.

D. If Seller is incorporated, Seller shall have delivered to Buyer on or before the Closing a certificate executed by its secretary setting forth the resolutions adopted by the directors and shareholders of Seller to authorize the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby.

E. Seller shall have fully performed all covenants of Seller in this Agreement which must be performed by Seller on or before the Closing.

F. Buyer may at any time and from time to time waive any one or more of the foregoing conditions, but any such waiver must be in writing executed by Buyer to be effective.

G. Buyer shall have applied for and received consent for assumption of Pinnacle lease a copy of which is attached hereto.

12. **Conditions Precedent to the Obligations of Seller.** The obligations of Seller shall be subject to the condition precedent that all warranties, representations, and covenants made by Buyer to Seller in this Agreement shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties, representations, and covenants had been made on and as of the date of the Closing, and Buyer shall have performed or complied with all agreements, covenants and conditions on its part required to be performed or complied with on or prior to the Closing.

13. **Covenants of Seller.** None

14. **Employee Benefit Plans.** Seller is not a party to nor a provider of any executive or employees' compensation plan or agreement or compensatory plan or agreement with any independent contractor or employee of Seller (an "Employee Benefit Plan")

including, without limitation, any bonus, stock purchase, stock option, profit sharing, pension, savings, retirement or similar qualified or unqualified plan, group life insurance, group health insurance or group disability coverage.

15. **Bulk Sales.**

Buyer waives Seller's compliance with provisions of the Bulk Transfer article of the Uniform Commercial Code, or any similar law, as enacted by any applicable jurisdiction. Seller, however, shall indemnify and hold Buyer harmless from all liabilities and obligations of Seller which are not assumed by Buyer under this Agreement, and from any and all liabilities resulting from noncompliance with any applicable Bulk Transfer article of the Uniform Commercial Code, or similar rule or law including, but not limited to, all costs and expenses incurred in connection with the defense or settlement of any such liability or obligation.

16. **Notices.**

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage prepaid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Seller: Charles Namey, 1060 McKean Circle, Winter Park, Florida 32789

If to Buyer: John Salov, 180 W. Michigan Ave., Jackson, Michigan 49201

17. **Final Agreement.**

This Agreement represents the full agreement between the parties and supersedes any and all prior negotiations and understandings between them. This Agreement may not be modified or amended except by a written instrument executed by all of the parties.

18. **Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of Florida.

19. **Force Majeure.**

Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-conforming party.

20. **No Assignment.**

The parties agree that neither party may assign or transfer any rights and obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

21. **Severability.**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

22. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

23. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

24. **Regulatory Approval.**

This agreement is subject to review and consent for transfer by the Federal Communications Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Charles Namey

John Salov
Digital TV of Orlando, LLC

EXHIBIT A
Seller's Furniture, Fixtures and Equipment

1-Transmitter
1-EAS System
1-TV Antenna

EXHIBIT C
Seller's Contracts and Licenses

FCC License for WTWD-LP 16
FCC application/CP for Digital TV-38
FCC application/CP for Digital TV-42

United States of America
FEDERAL COMMUNICATIONS COMMISSION
CLASS A
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

CHARLES NAMEY
P.O. BOX 418
WINTER PARK FL 32790

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 10521

Grant Date: December 01, 2000

This license expires 3:00 a.m.
local time, February 01, 2005.

Call Sign: WDWT-LP

License File Number: BLTTL-20001020AAC

This License Covers Permit No.: BPTTL-19990707JB

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: WDWT-LP

License No.: BLTTL-20001020AAC

Name of Licensee: CHARLES NAMEY

Station Location: FL-ORLANDO

Frequency (MHz): 482 - 488

Offset: MINUS

Channel: 16

Hours of Operation: Unlimited

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

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

Description: SCA ODD990707JB

Major lobe directions 150
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude: 28 deg 27 min 52 sec

West Longitude: 81 deg 27 min 39 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 4.42 kW

Maximum ERP in any Horizontal and Vertical Angle: 4.42 kW

Height of radiation center above ground: 60 Meters

Height of radiation center above mean sea level: 90 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 61 Meters

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 ***

United States of America
FEDERAL COMMUNICATIONS COMMISSION
CLASS A
BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

CHARLES NAMEY
P.O. BOX 418
WINTER PARK FL 32790

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 10521

Grant Date: March 21, 2005

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Call Sign: WTWD-LP

Permit File Number: BPTTA-20040405AAB

This Permit Modifies Permit No.: BLTTL-19981112JC

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: CHARLES NAMEY

Station Location: FL-ORLANDO

Frequency (MHz): 614 - 620

Offset: MINUS

Channel: 38

Hours of Operation: Unlimited

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

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

Description: ANT ACS16BR

Major lobe directions 50 80 20
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude: 28 deg 25 min 22 sec
 West Longitude: 81 deg 27 min 35 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 87kW

Maximum ERP in any Horizontal and Vertical Angle: 150 kW

Height of radiation center above ground: 79 Meters

Height of radiation center above mean sea level: 106 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 82 Meters

Special operating conditions or restrictions:

- 1 The authorization of a license to operate this station is conditioned upon the use of a transmitter that has been type accepted or meets Commission type acceptance requirements at a visual carrier frequency tolerance of plus/minus 1 kHz. In the event the transmitter has not been type accepted at this tolerance, the permittee shall, in the license application, provide full engineering data that demonstrates compliance with Section 74.750 (c)(3)(iii) of the Commission's Rules.

- 2 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 ***

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

Authorizing Official:

Official Mailing Address:

CHARLES NAMEY
PO BOX 418
WINTER PARK FL 32790

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 168394
Associated Facility Id: 10521

Grant Date: March 16, 2007
This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Call Sign: WTWD-LP
Permit File Number: BDCCDTL-20061023AHP

This Permit Modifies Permit No.: BSFDTL-20060630CKR

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: CHARLES NAMEY

Station Location: FL-ORLANDO

Frequency (MHz): 638 - 644

Channel: 42

Hours of Operation: Unlimited

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

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

Description: ANT ACB8BR

Major lobe directions 15 90
(degrees true):

Beam Tilt: 0.75 Degrees

Antenna Coordinates: North Latitude: 28 deg 25 min 22 sec

 West Longitude: 81 deg 27 min 35 sec

Maximum Effective Radiated Power (ERP): 9 kW

Transmitter Output Power: 1 kW

Height of radiation center above ground: 79 Meters

Height of radiation center above mean sea level: 106 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 82 Meters

Out-of-Channel Emission mask: Stringent

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 ***

EXHIBIT D
Seller's Other Assets

No other assets.