

## **PURCHASE AGREEMENT**

This agreement (the "Agreement") is made this 28 day of May, 2013 by and between Georgia Eagle Media Inc. (hereinafter referred to as "Seller") and DTV Innovators, LLC (hereinafter referred to as "Buyer").

WHEREAS, Seller is the holder of Construction Permits for low power television Construction Permits W48DV-D Tallahassee, FL; W18DT-D Warner Robins, GA; W24DV-D Warner Robins, GA; W44CY Hawkinsville, GA; W41DR-D Macon, GA; W29DW-D Columbus, GA; W47DT-D Milledgeville, GA; W51EP-D Augusta, GA.

WHEREAS, Seller desires to sell, assign, and transfer the Construction Permits to Buyer, and Buyer desires to acquire the Construction Permits, all on the terms set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good valuable consideration, the parties agree as follow:

### **1. SALE AND PURCHASE OF ASSET**

Subject to the terms and conditions hereof, and in reliance on the representations contained herein, Seller agrees to sell, transfer, convey, assign and deliver the Construction Permits to Buyer, free and clear of all claims, liabilities, liens, and encumbrances, and Buyer agrees to purchase the Construction Permits.

### **2. NO LIABILITIES ASSUMED BY BUYER**

Except as provided in this Agreement, Buyer will assume no liabilities, and Seller shall transfer and deliver the Construction Permits free and clear of obligations.

### **3. PURCHASE PRICE**

The consideration to be paid to Seller for the transfer and conveyance of the Construction Permits shall be the sum of \$1.00 (one dollar). Buyer will pay the sum of \$1.00 (one dollar) to Seller upon execution of this Agreement.

### **4. REPRESENTATIONS AND WARRANTIES**

Seller hereby represents and warrants to Buyer as follows:

A. Seller is the sole and valid holder of the Construction Permits. Upon payment of the full purchase price, the Construction Permits will not be subject to any pledge, lien, security agreement, encumbrance or charge of any kind.

B. There are no claims, actions, suits, proceedings or investigations pending or threatened against, or otherwise affecting the transactions contemplated hereby at law or in a equity or before any federal, state, municipal or other governmental department, commission, board, agency, instrumentality or authority.

C. Seller is not a party to any contracts or agreements, which would prohibit the sale or transfer of the Construction Permits as contemplated herein.

D. Seller is compliant with all rules and regulations of any governmental authorities, including the FCC, that would impact the Construction Permits.

E. Seller has no knowledge of any non-compliance with any applicable laws, rules or regulations relating in any material respect to the operation and conduct of the business of the Seller which will affect the Construction Permits after closing.

F. There are no tax liens upon the Construction Permits.

#### 5. ASSIGNMENT.

This Agreement may not be assigned in whole or in part by either party without the written consent of the other party. Any purported assignment in the absence of written consent shall be null and void.

#### 6. GOVERNING LAW.

This Agreement, the rights and obligations of the parties hereto, and any claims and disputes relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof. Any action at law, suit in equity, or other judicial proceeding concerning, relating to, or touching upon in any way this Agreement or the subject matter hereof, shall be brought, if at all, only in the state and federal courts of the State of Georgia. All parties to this Agreement acknowledge the right of the specified courts to assert personal jurisdiction in any such action over the parties to this Agreement and waive and release now and forever any defense to the assertion of personal jurisdiction.

#### 7. AUTHORIZATION.

Upon execution of this Agreement and payment of the Deposit, Seller will provide Buyer with FRN numbers and passwords for the Construction Permits *immediately*. Buyer may file modifications to the Construction Permits to make changes.

#### 8. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties pertaining to the subjects contained herein and supersedes any and all prior and/or contemporaneous agreements, representations or understandings, written or oral. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in writing duly executed by Georgia Eagle Media Inc. and DTV Innovators, LLC.

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

DTV Innovators, LLC ("Buyer")

By: Mary B. Castelli

Date 8/30/13

Title: Managing Member

Georgia Eagle Media Inc. ("Seller")

Cecil Staton

By: Cecil Staton

Date 8/30/13

Title: President