

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "Agreement") is entered into as of August 20, 2013, by and between Pittsburg/Joplin TV, LLC ("Seller") and DTV America Corp, a Florida corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of low power television ("LPTV") broadcast station KPJO-LP, analog channel 49 (Facility ID No. 127415) for which a digital construction permit has been issued (Permit File No. BDFCDTL-20091221AIS) (the "Station"); and

WHEREAS, Seller desires to sell the Station to Buyer, and Buyer desires to purchase the Station from Seller, and in order to consummate said sale and purchase the prior consent of the Federal Communications Commission ("FCC") must be obtained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assets Sold and Purchased. At Closing (as defined herein), and subject to prior FCC approval and the terms and conditions described herein, Seller shall sell, assign, transfer and deliver to Buyer, free and clear of all liens, charges, mortgages, or other encumbrances, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the assets of the Station listed and described in Schedule 1 hereto (the "Assets").

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Assets shall be Thirty Thousand Dollars (\$30,000) (the "Purchase Price"), to be paid as follows: (i) Within three (3) business days of the date of this Agreement, Buyer shall deposit with Seller by wire transfer of immediately available funds the sum of Three Thousand Dollars (\$3,000) (the "Deposit"). At Closing (as defined below) the Deposit shall be applied in full payment of the Purchase Price. The Deposit shall be released to Seller in the event that this Agreement is terminated due to a material breach by Buyer or Buyer's failure or refusal to close on the Closing date, all conditions to Buyer's obligation to close having been satisfied or waived. The parties agree that actual damages are indeterminable or difficult to measure. Therefore, such payments to Seller shall constitute liquidated damages as Seller's sole and exclusive remedy for such breach. Such payments are not intended to be, and are not, a penalty for breach of this Agreement. The Deposit shall be returned to Buyer if this Agreement is terminated for any other reason. (ii) The balance of the Purchase Price of Twenty-seven Thousand Dollars (\$27,000) shall be paid by Buyer to Seller at Closing by wire transfer of immediately available funds pursuant to written instructions of the Seller to be delivered by Seller to Buyer at least two (2) business days prior to closing.

3. FCC Approval. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent to the assignment of the Station's FCC license (the "FCC License") from Seller to Buyer. The parties agree to proceed as expeditiously as practicable to prepare an application requesting FCC consent to the transaction set forth in this

Agreement, and to electronically file said application with the FCC within five (5) business days after payment of the Deposit required by Section 2 (the "Assignment Application"). The parties agree that the Assignment Application shall be prosecuted in good faith and with due diligence, and to provide to the FCC promptly all additional information as may be requested by the FCC. Each party shall be responsible for its own expenses incurred in the preparation, filing, and prosecution of the Assignment Application; provided, however, that Buyer shall pay the required FCC application filing fee.

4. Closing. The closing of the transaction contemplated by this Agreement shall be conducted by facsimile and overnight courier, and shall take place within five (5) days after the FCC's initial order granting the Assignment Application (the "Closing"). At the Closing, Seller shall execute and deliver to Buyer an assignment of the FCC License and such other bills of sale and assignments as may be appropriate to convey the Assets from Seller to Buyer, and Buyer shall deliver the Purchase Price to Seller in accordance with Section 2 of this Agreement

5. Representations and Warranties of Seller. Seller represents, warrants, and covenants to Buyer as follows:

(a) This Agreement has been duly authorized, executed, and delivered by Seller and is a valid and binding agreement enforceable against Seller in accordance with its terms;

(b) Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey the Station, and to execute, deliver, and perform this Agreement;

(c) There is no claim or litigation or proceeding pending or, to Seller's knowledge threatened, that affects the title or interest of Seller in or to the Assets, or that would prevent or adversely affect the ownership of the Station and the Assets by Buyer;

(d) There are no claims, liens, mortgages, or other encumbrances against the Station or the Assets, nor will Seller permit there to be any claim, lien, mortgage or other encumbrance on or before the Closing;

(e) Seller and the Station are in compliance in all material respects with all applicable governmental laws, rules, and regulations, including but not limited to the FCC's rules and regulations; and

(f) No representation, warranty, or statement made by Seller in this Agreement or in any document filed with the FCC in connection with the transaction contemplated hereunder contains, or will contain, any untrue statement of a material fact, or fails, or will fail, to state a material fact necessary to avoid making the statements contained therein misleading.

6. Representations and Warranties of Buyer. Buyer represents, warrants, and covenants to Seller as follows:

(a) This Agreement has been duly authorized, executed, and delivered by Buyer and is a valid and binding agreement enforceable against Buyer in accordance with its terms;

(b) Except as specifically stated in this Agreement, Buyer has full power and authority to purchase, accept and receive the Station and the Assets, and to execute, deliver, and perform this Agreement;

(c) Buyer is and will continue to be fully qualified under the Communications Act of 1934, as amended, and the FCC rules and regulations to receive an assignment of the Station's FCC License, without requiring a waiver of any FCC rule or regulation;

(d) Buyer has and will continue to have the financial ability to complete the transactions contemplated hereunder;

(e) There is no litigation, pending or threatened, which would adversely affect the Buyer's ability to complete this transaction; and

(f) No representation, warranty, or statement made by Buyer in this Agreement or in any document filed with the FCC in connection with the transaction contemplated hereunder contains, or will contain, any untrue statement of a material fact, or fails, or will fail, to state a material fact necessary to avoid making the statements contained therein misleading.

7. Conditions Precedent to Buyer's Obligation to Close. Buyer shall not be obligated to consummate the purchase of the Station unless and until the following conditions precedent have been met:

(a) The FCC shall have granted the Assignment Application;

(b) Seller shall have performed and complied with all the agreements, obligations, and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing; and

(c) The representations and warranties of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing with the same effect as if made on and as of the date of the Closing.

8. Conditions Precedent to Seller's Obligation to Close. Seller shall not be obligated to consummate the sale and assignment of the Station unless and until the following conditions precedent have been met:

(a) The FCC shall have granted the Assignment Application;

(b) Buyer shall have performed and complied with all of the agreements, obligations, and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing; and

(c) The representations and warranties of Buyer set forth in this Agreement shall be true in all material respects on and as of the Closing with the same effect as if made on and as of the date of the Closing.

9. Fees and Expenses. Each party shall bear its own legal and accounting fees.

10. Notices. All notices, requests, demands or consents required or permitted to be given hereunder shall be in writing, and shall be deemed given when: (i) mailed by certified or registered United States mail, postage pre-paid, return receipt requested, effective upon the date of receipt; or (ii) delivered by overnight courier, effective upon the date of delivery; or (iii) delivered by facsimile, as follows:

If to Seller: Pittsburg/Joplin TV, LLC
 295 Turnley Road
 P.O. Box 3042
 Jena, Louisiana 71342

If to Buyer: DTV America Corp
 John N. Kyle II, President
 1671 NW 144 Terrace
 Suite 106
 Sunrise, FL 33323

or to such other address as either party may designate from time to time by written notice to the other party.

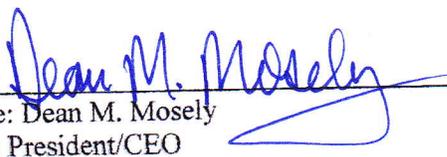
11. Further Assurances. Each of the parties hereto shall execute and deliver to the other party such other instruments as may be reasonably required in connection with the performance of this Agreement. The parties hereto shall use their best efforts consistent with commercial reasonableness to effectuate a prompt Closing and fulfillment of all terms and conditions hereof. Time is of the essence in the performance of this Agreement.

12. Miscellaneous. This Agreement and Schedule 1 constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and contain all of the terms and conditions agreed to with respect to said subject matter, and supersede any prior negotiations, agreements, or understandings between the parties. This Agreement shall not be modified, changed, altered or amended except in writing, signed by the party against which enforcement is sought. The express or implied waiver or forbearance from enforcement of any provision of this Agreement by any party shall not obligate that party to waive or forbear from enforcing the same or any other provision on any other occasion. This Agreement shall be interpreted and construed in accordance with the laws of the State of Mississippi applicable to transactions conducted entirely within that state. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement shall be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties.

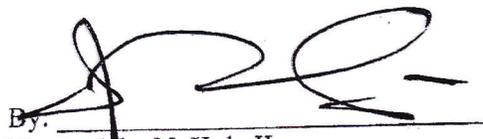
13. Counterparts and Headings. This Agreement may be signed in one or more counterparts, each constituting an original with full force and effect, but all constituting one and the same agreement. Facsimile copies of any signature on this proposal shall be deemed and treated as if the facsimile signature is an original signature, with full force and effect. The headings in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

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

Pittsburg/Joplin TV, LLC

By: 
Name: Dean M. Mosely
Title: President/CEO

DTV America Corp

By: 
Name: John N. Kyle II
Title: President



SCHEDULE 1

Station Assets

KPJO-LP channel 49

1. FCC License:

KPJO-LP channel 49

License File Number: BLTTL-20050722AFL

License Expires: 06/01/2014

Digital construction permit has been issued: Permit File No.
BDFCDTL-20091221AIS

2. Equipment:

Any and all station equipment , including, but not limited to:

1. Elettronika TXUP1500LD 1.3 kW UHF analog transmitter,
2. Antenna Concepts 8 bay slot antenna,
3. Andrew transmission cable,
4. Gorman Redlich EAS with Character Generator,
5. Tuff-Shed station shelter, etc.

