

**AGREEMENT FOR PURCHASE OF MEMBERSHIP INTERESTS
IN
BELMAX BROADCASTING, L.L.C.**

The parties to this Agreement for Purchase of Membership Interests (the "Agreement") are Belmax Broadcasting, L.L.C. (the "Company" or the "Buyer") and Alpha & Omega Communications, L.L.C. ("Alpha" or the "Seller"). The purpose of this Agreement is to set forth the terms and conditions on which Buyer shall purchase Seller's fifty percent membership interest (the "Alpha Shares") in the Company. This Agreement is entered into as of the last date of signature by the parties.

RECITALS

A. The Company was established on many years ago in the state of New Mexico for the purpose of owning and operating low power television broadcast station KYNM-LP, Albuquerque, New Mexico (the "Station"). Originally the Company was capitalized as follows: 50 percent of the membership interests in the Company were owned by Belarmino Gonzalez, or by Mr. Gonzalez and his wife under New Mexico community property laws, and shares amounting to 16.6666 percent of the membership interests were owned by each of Isaac Max Jaramillo ("Jaramillo"), Pat Openshaw ("Openshaw") and Connie Whitney ("Whitney") (collectively the "Alpha Owners").

B. In early 2000, the Alpha Owners agreed to assign, transfer and convey their membership interests in the Company to Alpha, and sought permission for that change from the FCC in an application on FCC Form 345 that was assigned FCC File No. BTCTTL-20000410ABY. The FCC granted its consent to that transaction on May 25, 2000, and the transfer was consummated on July 19, 2000, resulting in Alpha's direct ownership of the Alpha Shares and its control of a one half of the voting interests in the Company.

C. On February 11, 2008, following the death of Belarmino Gonzalez, Annette Garcia, as Executor, filed an application (the "2008 Form 316 Application") with the Federal Communications Commission ("FCC") on FCC Form 316 for the involuntary transfer of negative control of the Company to the Estate of Belarmino Gonzalez (the "Estate") in respect of the 50 percent membership interest in the Company held by Mr. Gonzalez during his natural life. Following the receipt of the consent of the FCC, Mrs. Garcia assumed negative control of the Company in her capacity as Executor.

D. In Section III to the 2008 Form 316 Application, it was incorrectly stated that Jaramillo, Openshaw and Whitney each owned 16.66 of the membership interests in the Company, instead of listing Alpha as the owner of one half of such interests. This discrepancy came to the attention of the Alpha Owners only recently. The Company has agreed to correct this matter in connection with the sale of the Alpha Shares to the Com-

pany which may require the submission of an application on FCC Form 316 or Form 345 prior to submission of the Transfer Application contemplated herein.

E. The Company has offered to purchase the Alpha Shares on the terms set forth herein, and Alpha is willing to accept such offer, subject to the consent of the Commission.

Now, therefore, in consideration of the foregoing and of the mutual promises set forth herein (the receipt and adequacy of which consideration are hereby acknowledged), the parties agree as follows:

1. Purchase and Sale of Shares.

1.1 **Conveyance of Membership Interests.** On the Closing Date, as hereinafter specified, Seller will transfer the Alpha Shares to Buyer and Buyer will purchase the Alpha Shares from Seller.

1.2 **Purchase Price and Method of Payment.** The purchase price for the Membership Interests acquired hereunder shall be One Hundred Fifty Thousand Dollars (\$150,000.00) United States currency (the "Purchase Price"), such amount to be payable by Buyer to Seller as follows:

(a) Within five business days of the execution hereof, the Buyer will deposit the sum of Fifteen Thousand Dollars (\$15,000) in Escrow (the "Escrow Payment") pursuant to an Escrow Agreement in the form attached as Schedule 1.2 to secure the performance of the Buyer of the covenants, representation and warranties hereof. At the Closing, the Escrow Payment, including interest earned thereon, shall be credited to Buyer as part of the amount due to Seller from Buyer at Closing. In the event of a material breach of this Agreement by Buyer, provided Seller is not itself in material breach, Seller shall retain the Escrow Payment as Liquidated Damages. In all other circumstances, except as otherwise provided herein, the Escrow Payment shall be refunded to Buyer.

(b) A sum equal to the balance of the Purchase Price, adjusted in accordance with 1.3 below, shall be paid to Seller at Closing by wire transfer or by certified check or bank cashier's check.

1.3 **Adjustments.** On the Closing Date, the balance set forth in 1.2(b) above shall be adjusted to account for any expenses relating to the subject transaction for which the Company is responsible hereunder but that have been advanced by Seller, as well as for ex-

penses relating to this transaction for which Seller is responsible hereunder, but which have been advanced by the Company, including that half of the FCC Application Filing Fee advanced by the Company pursuant to Section 4.1 hereof.

2 Representations and Warranties of Seller. Seller represents and warrants that:

2.1 Due Authorization by Seller. The execution and delivery of this Agreement and the performance of the transactions contemplated herein (the “Transactions”) have been duly authorized and approved by all necessary action of Seller, Seller has the full power to enter into and to perform this Agreement and the Transactions, and this Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

2.2 Restrictive Agreements. Seller is not a party to any note, trust or other agreement affecting its rights to transfer the Alpha Shares.

2.3 Ownership. The Alpha Shares are owned by Seller free and clear of all liens, pledges, encumbrances and restrictions; provided, however, that Seller makes no warranty with respect to any problems resulting from FCC filings by the Company, or matters not filed by the Company, with regard to such ownership.

2.4 Good Title.

(a) Seller has, and on the Closing Date will have, full legal power, right and authority to sell and deliver to Buyer full legal and beneficial title to the Alpha Shares, subject to the caveat of Section 2.3.

(b) Seller's delivery of the Alpha Shares to Buyer on the Closing Date will transfer valid title thereto, free and clear of all liens, encumbrances and claims of every kind, subject to the caveat of Section 2.3.

(c) Between the date hereof and the Closing Date, Seller will not transfer or attempt to transfer any of the Alpha Shares to any third party, or subject any of the Alpha Shares to any lien or encumbrance.

2.5 Tax Returns and Payments. The Seller has filed all tax returns (federal, state and local) required to be filed by it and that are or would be material to the subject transaction. All material taxes shown to be due and payable on such returns, all withholdings, and any assessments imposed have been paid.

3 Representations and Warranties of Buyer.

3.1 Due Authorization by Buyer. The execution of this Agreement and the performance of the Transactions have been duly authorized by all necessary actions of Buyer and the Estate, including, if necessary, the approval of the Bernalillo County Probate Court, and this Agreement constitutes a valid and binding agreement of the Buyer and the Estate enforceable in accordance with its terms.

3.2 Restrictive Documents. The execution and delivery of this Agreement and the consummation of the Transactions will not conflict or be inconsistent with, result in the termination of or breach of or constitute a default under the terms of any indenture, mortgage, deed of trust, covenant, agreement or other instrument to which the Buyer is a party or to which any of its property is subject.

3.3 Securities Matters. Buyer is acquiring the Alpha Shares hereunder for its own accounts as an investment and will not resell or distribute shares of the Alpha Shares in violation of the Securities Act of 1933 or any other securities law. Neither the Buyer nor the Company has any agreement, understanding, option or other arrangement for the future sale of the assets of the Company, or of the membership interests in the Company as a whole, and no negotiations have taken place over the past six months contemplating such an agreement, understanding, option or arrangement.

3.4. Tax Returns and Payments. The Buyer has filed all tax returns (federal, state and local) required to be filed by it. All taxes shown to be due and payable on such returns, all withholdings, and any assessments imposed have been paid.

4 Covenants and Further Agreements.

4.1 Application for Transfer of Control. Within ten business days from the date hereof, counsel for Buyer shall upload onto the FCC's website the Buyer's portion of the application (the "Transfer Application") to be filed electronically with the Commission for the agency's consent to the transfer of control of the Company to the Estate that will result from the consummation of the Transactions, and shall supply counsel for Seller with the

necessary codes and password for use of the FCC's CDBS procedures. Within five business days thereafter, counsel for Seller shall complete Seller's portion of the Transfer Application and shall advise counsel for Buyer when the Application is ready for filing with the FCC by Buyer. Buyer shall pay the FCC filing fee for the Transfer Application, with half the amount of the fee to constitute a credit against the Purchase Price at Closing pursuant to Section 1.2 hereof.

4.2 Due Diligence. Between the date hereof and the Closing,

(a) Before the Closing, Seller may, through its representatives, make such investigation of the properties, books and records of the Company, and of its financial and legal condition as Seller deems necessary or advisable in order to review such properties and other matters. Buyer agrees that such representatives shall have reasonable access during normal business hours to the premises, documents, books, records and affairs of the Company and shall cause the employees of the Company to furnish Seller with such financial and operating data and other information with respect to the business and properties of the Company as Seller shall from time to time reasonably request.

(b) Buyer agree that Seller shall after the Closing Date have reasonable access to all books of account and other records of the Company which may be reasonably required by Seller for preparation of income tax returns and similar purposes.

4.3 Operation of the Company Before the Closing. Between the date hereof and the Closing Date:

(a) Subject to the Company's obligation to operate in accordance with applicable legal requirements, Seller and Buyer will ensure that the Company continues to operate diligently and in substantially the same manner as heretofore, but Seller shall not, however, have any obligation to make financial contributions to the operations of the Station or to fund any capital expenditures in respect of the Station's facilities.

(b) Seller will do nothing to impose, or to cause a third party to create, any lien, claim or encumbrance against any of the assets of the Company, other than pre-existing liens, claims or encumbrances, or liens, claims or encumbrances agreed to by Buyer.

4.4 Expenses. The Buyer will pay all sales, documentary, transfer or other taxes which may be assessable under the laws of the States of Utah or New Mexico in connection

with the transfer of the Alpha Shares hereunder. As described in Section 4.1 hereof, each party shall ultimately bear half of the cost of the FCC filing fee, except that the party found to have committed a material breach of this Agreement without timely cure shall bear the entire cost of the filing fee, as well as to indemnify the non-breaching party as provided for in Section 4.8 hereof. All other expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement shall be paid by the party incurring such expenses.

4.5 Brokerage. Seller and Buyer represent to each other that no broker brought about this transaction. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to any claim of any person for a broker's or finder's fee or similar compensation relating to this Agreement or any of the Transactions, based on an asserted agreement with Buyer, and Seller similarly agrees to indemnify and hold Buyer harmless against and with respect to any such claim based on an asserted agreement with Seller.

4.6 Reliance Upon and Survival of Representations and Warranties. Notwithstanding any investigation at any time conducted by any of the parties hereto, each of the parties hereto shall be entitled to rely on the representations and warranties of the other parties set forth herein or in any schedule, exhibit or other document delivered pursuant hereto. The representations, warranties, covenants and agreements of the parties shall survive the Closing Date for the period of two years.

4.7 Further Assurances. The parties hereto agree to execute and deliver or cause to be executed and delivered at the Closing and at other reasonable times and places such additional instruments as another party hereto may reasonably request for the purpose of carrying out this Agreement.

4.8 Indemnification.

(a) Seller agree to defend, indemnify and hold Buyer harmless from and against any loss, claim, damage, liability or expense (including reasonable attorneys' fees) (i) incurred or sustained by Buyer on account of any and all liabilities of Seller, or (ii) incurred or sustained by Buyer on account of any misrepresentation or breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement or in any schedule, exhibit or other document delivered pursuant hereto. If any claim is asserted

against Buyer for which indemnification may be sought under the provision of this subparagraph 4.8(a), Buyer shall promptly notify Seller of such claim and thereafter shall permit Seller at its expense to participate in the negotiation and settlement of any such claim and to join in the defense of any legal action arising therefrom.

(b) Buyer agrees to defend, indemnify and hold Seller harmless from and against any loss, claim, damage, liability or expense (including reasonable attorneys' fees) incurred or sustained by Seller on account of any misrepresentation or breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement or any schedule, exhibit or other document delivered pursuant hereto. If any claim is asserted against Seller for which indemnification may be sought under the provisions of this subparagraph 4.8(b), Seller shall promptly notify Buyer of such claim and thereafter shall permit Buyer at its own expense to participate in the negotiation and settlement of any such claim and to join in the defense of any legal action arising therefrom.

(c) The obligation to indemnify hereunder shall survive the Closing for one year.

4.9 Risk of Loss. The obligations of the parties hereunder are not subject to the risk of any loss, damage or destruction to any of the assets of the Company between the date hereof and the Closing Date.

5 Conditions Precedent to Buyer's Obligation to Close. The obligation of Buyer to consummate the Transactions is subject to the satisfaction on or before the Closing Date of the following conditions:

5.1 Truth of Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date in all material respects with the same effect as though such representations and warranties had been made on and as of such date.

5.2 Performance of Agreements. Each material agreement of Seller to be performed on or before the Closing Date pursuant to the terms hereof or as contemplated herein shall have been duly performed.

5.3 FCC Consent. The FCC shall have granted the FCC Consent, and such FCC Consent shall not have been stayed or reversed; provided further that in the event that the assignment has been challenged in any way Buyer shall not be required to close until FCC Consent has become final, that is no longer subject to appeal or review

6. Conditions Precedent to Seller's Obligation to Close. The obligation of Seller to consummate the Transactions is subject to the satisfaction on or before the Closing Date of the following conditions:

6.1 Truth of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement and in any schedule, exhibit or other document delivered pursuant hereto shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and Seller shall have received a certificate to this effect dated the Closing Date and signed by Buyer.

6.2 Performance of Agreements. Each agreement of Buyer to be performed on or before the Closing Date pursuant to the terms hereof or as contemplated herein shall have been duly performed, and Seller shall have received a certificate to this effect dated the Closing Date and signed by Buyer.

6.3 FCC Consent. The FCC shall have granted the FCC Consent, and such FCC Consent shall not have been stayed or reversed.

7. Utah Situs of Contract. This Agreement is and shall be deemed to be performable in Salt Lake County, Utah. The exclusive venue and jurisdiction for any dispute of any kind relating whatsoever to this Agreement shall be determined exclusively in the Third District Court in Salt Lake County, Utah, and each party hereto consents to such jurisdiction and venue. Utah law will be applied in construing this Agreement and any disputes arising hereunder. If either party attempts to file suit in any other jurisdiction, the court shall dismiss the suit for lack of jurisdiction and shall assess costs against the party bringing suit in such jurisdiction.

8. The Closing. The Closing hereunder shall be held at the offices of the Company's counsel at McLean, Virginia at 11 a.m. Eastern time, on the tenth business day after the issuance of the FCC Consent , even though such Consent shall not have become a "Final

Order" (i.e., no longer subject to administrative or judicial review) or at such date; or at such other date and time as may be agreed to by the Parties (the "Closing Date").

9.1 Deliveries by Seller. At the Closing, Seller shall execute and deliver to Buyer:

(a) Such documents, certifications, assurances, consents and other instruments of conveyance and transfer as are required hereunder or as may, in the opinion of counsel for Buyer, be reasonably required to effectively vest in Buyer good and marketable title to the Alpha Shares.

(b) Such other documents as counsel for Buyer may reasonably request for the purpose of closing this Agreement.

9.2 Deliveries by Buyer. At the Closing, Buyer shall execute and deliver to Seller:

(a) The check or wire transfer equal in amount to the balance of the Purchase Price, adjusted as set forth in . 1.2 above.

(b) A settlement sheet detailing the disposition of funds necessary for completion of the Closing.

(c) Such other documents as are required hereunder or as counsel for Seller may reasonably request for the purpose of closing this Agreement.

9.3 Other Action. The parties shall take such further action and make such further deliveries as may be required to close the Transactions. The Closing under this Agreement shall be conducted by wire transfer, facsimile, email and/or overnight delivery, and neither party shall be required to appear in person at the Closing.

10. Discharge of Obligations. The parties recognize and agree that the nature of the Transactions is such that the amount of which may be incurred by Seller in the event of default or material breach by Buyer is and will be difficult to ascertain prior to or after such default or material breach. Accordingly, in the event of default or material damages breach of the terms of this Agreement by Buyer, Seller shall be discharged without liability from all obligations of performance contained herein, and Seller shall have option to seek, as its principal remedy, the amount of the Down Payment, which shall be deemed as liquidated damages and shall be paid to Seller in addition to all of Seller's costs of enforcement.

11. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to

this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission or electronic transmission addressed as follows:

If to Buyer:

Belmax Broadcasting, L.L.C.
5010 4th Street, N.W.
Albuquerque, NM 87107

with a copy (which shall not constitute notice) to:

A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102

If to Seller:

Alpha & Omega Communications, L.L.C.
314 S. Redwood Rd.
Salt Lake City, UT 84104

with a copy (which shall not constitute notice) to:

Barry D. Wood
Wood, Maines & Nolan, P.C.
4510 N. 35th Street
Arlington, VA 22207

or such other address as the addressee may indicate by written notice to the other parties.

12. Parties in Interest. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

13. Entire Agreement. The schedules and exhibits hereto are an integral part of this Agreement. All understandings and agreements between the parties are merged into

this Agreement which fully and completely expresses their agreement and supersedes any prior agreement or understanding relating to the subject matter.

14. Construction. Each party acknowledges that this Agreement is the product of mutual negotiation and that each side has been represented by counsel in connection with this Agreement. Accordingly, each party waives any principle of construction against the party deemed to have principally drafted this Agreement.

15. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one instrument.

16. Descriptive Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

17. Termination. Either party, if not then in material breach, may terminate this Agreement by notice to the other based on a material breach hereof, provided that the party allegedly in breach shall have a period of ten business days in which to cure such breach. In addition, if the FCC Consent is not granted within eighteen months of the filing of the Transfer Application, Seller shall have the option to terminate this Agreement, contingent on Seller's tendering the return of the Down Payment to Buyer. If Seller exercises this option, then this Agreement will thereupon terminate without any party having any liability to any other except in consequence of a breach of such party's duties under this Agreement.

18. Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

19. Liquidated Damages. If this agreement is terminated due to Buyer's material breach, provided Seller is not itself in material breach, then Seller shall be entitled to keep the Escrow Payment as liquidated damages ("Liquidated Damages"). The parties acknowledge and agree that the Liquidated Damages provided in this Section bear a reasonable relationship to the anticipated harm which would be caused by Buyer's breach and failure to close under the terms of the Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable and difficult of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder. In addition, Seller shall be entitled to obtain from Seller court costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder.

20. **Specific Performance.** Seller recognizes that monetary damages alone will not be adequate as a remedy in the event of Seller's material breach. Buyer shall therefore be entitled in such event to obtain specific performance of the terms of this Agreement. In any action to enforce the provisions of this Agreement, Seller shall waive the defense that there is an adequate remedy at law or equity and agree that Buyer shall have the right to obtain specific performance of the terms of this Agreement without being required to provide actual damages, post bond or furnish other security. In addition, Buyer shall be entitled to obtain from Seller court costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, intending it to be effective as of the later of the dates shown below.

SELLER:

ALPHA & OMEGA COMMUNICATIONS, L.L.C.

By *AK Openshaw*

Date: 9/16/09

BUYER:

BELMAX BROADCASTING, L.L.C.

by *Annette Garcia*

Annette Garcia, Executor of the Estate of Belarmino Gonzalez,

Date: 9/17/09

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