

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 15th day of April 2016 between **Manning Broadcasting Inc** ("Buyer"), and **Four Rivers Community Broadcasting Corporation** ("Seller")

Recitals

Seller holds a construction permit to build an FM translator station W263CR on FM Channel 263, licensed to Halfway, MD (FAC ID# 141628) (together with all FCC authorizations and other all rights and privileges of Seller associated therewith, the "Construction Permit");

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Construction Permit, upon the approval of the FCC;

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Purchase Price.** Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Buyer, the Construction Permit, for a total consideration of Fifty Thousand Dollars (\$50,000) (the "Purchase Price"). The Purchase Price shall be paid as follows: Buyer shall permit Seller to lease space on Buyer's tower ("Tower") rent-free for ten (10) years pursuant to the tower lease attached hereto as Exhibit A (the "Lease"), which lease shall be considered to have a value of Five Thousand Dollars (\$5,000) per year. Buyer shall not owe Seller any additional consideration, cash or otherwise, in connection with the transactions contemplated herein, even if the Lease is terminated for any reason other than a breach by Buyer in accordance with the terms of the Lease. The Construction Permit shall be sold and conveyed to Buyer free and clear of all mortgages, liens, security interests, pledges, restrictions, claims, liabilities or encumbrances of any kind or type whatsoever. Buyer shall not assume any liabilities in connection with the acquisition of the Construction Permit.

2. **FCC Approval.** The consummation of the Purchase Agreement and the sale and assignment of the Construction Permit shall be subject to the receipt of any necessary prior approval of the FCC. Seller and Buyer shall each use its commercially reasonable efforts to prepare, file and prosecute any application necessary or appropriate to obtain any such consent ("Assignment Application"), to provide any additional information that the FCC may request in connection with the Assignment Application, and to oppose any petition or other objection filed against the Assignment Application, which Assignment Application shall be filed within 5 business days of the date hereof. Buyer shall pay the FCC filing fee in connection with the Assignment Application. Any applications or filings required by Seller in connection with the Lease and use of the Tower shall be the sole responsibility and cost of Seller.

3. Notices. All notices, demands and requests hereunder must be in writing and delivered by facsimile or by a nationally recognized overnight courier for delivery to the addressee(s) on the next business day, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally or by facsimile, or on the next business day if sent by overnight courier, or 3 business days after deposit in the mail if mailed. Notices shall be delivered to:

To Seller: Four Rivers Community Broadcasting Corporation
Attention: Charles W. Loughery
P. O. Box 186
Sellersville, Pennsylvania (18960)

To Buyer: Manning Broadcasting Inc.
880 Commonwealth Ave.
Hagerstown, MD 21740
Attn: Fred Manning.

4. Closing. The closing shall take place at a time and place agreed to by the parties within 5 business days of the FCC consent to the Assignment Application and the satisfaction or waiver of all conditions to Closing hereunder ("Closing"). The parties obligation to close hereunder is conditioned upon the following: (i) all representations and warranties of the other party made in this Agreement, shall be true and correct as of the Closing; (ii) all of the terms, covenants and conditions to be complied with and performed by the other party on or prior to the Closing shall have been complied with or performed in all material respects; and (iii) the FCC shall have issued its consent to the Assignment Application without any conditions materially adverse to either Buyer or Seller. The Closing shall not be conditioned upon receipt of any approvals required for Seller to install its equipment on the Tower or begin operations on the Tower. At Closing the parties agree to execute and deliver all documents reasonably necessary to consummate the transactions contemplated by this Agreement, including, without limitation, the Lease and an assignment of FCC licenses for the Construction Permit.

5. Representations and Warranties of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and Seller has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Seller has been duly authorized by all necessary organizational action on its part, and constitutes a legally valid and binding obligation of Seller, enforceable against the Seller in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally or equitable principles. Subject to obtaining the FCC's approval of the Assignment Application, neither (a) the execution, delivery and performance of this Agreement by Seller, nor (b) Seller's compliance with the terms and conditions hereof or thereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Seller's organizational documents, any judgment, decree, order, injunction, or

material agreement to which Seller is a party or by which Seller is legally bound or constitute a default thereunder. There is no unsatisfied judgment outstanding and no litigation, proceeding, claim or investigation of any nature pending or, to Seller's knowledge, threatened against Seller or the Construction Permit and Seller has no knowledge of any facts that could reasonably result in any such proceedings.

6. Representations and Warranties of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and Buyer has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Buyer has been duly authorized by all necessary organizational action on its part and constitutes a legally valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally or equitable principles. Subject to obtaining the FCC's approval of Assignment Application, neither(a) the execution, delivery and performance of this Agreement by Buyer, nor (b) Buyer's compliance with the terms and conditions hereof or thereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Buyer's organizational documents or any judgment, decree, order, injunction, or material agreement to which Buyer is a party or by which Buyer is legally bound or constitute a default thereunder. There is no unsatisfied judgment outstanding and no litigation, proceeding, claim or investigation of any nature pending or, to Buyer's knowledge, threatened against Buyer and Buyer has no knowledge of any facts that could reasonably result in any such proceedings.

7. Termination. This Agreement may be terminated by either Buyer or Seller, upon written notice to the other upon the occurrence of any of the following: (i) a material default in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder, by Buyer on the one hand or Seller on the other hand, which is not cured within twenty (20) days after written notice of the breach, provided that the terminating party is not then in material default or material breach; or (ii) the FCC denies the grant of the Assignment Application (and such denial is not the fault, directly or indirectly, of the terminating party) and such order becomes "final" (as such term is defined by the FCC). In addition, this Agreement may be terminated by either party as long as it is not in material breach hereof, if the Closing has not been held within 6 months of the date hereof. Any termination pursuant to (i) above shall not relieve the defaulting party of any liability for such material default or breach and the terminating party shall retain all rights available to them at law or in equity.

8. Specific Performance. Notwithstanding anything herein to the contrary, in the event of a material breach by Seller of any of its representations and obligations hereunder, which is not cured within twenty (20) days after written notice from Buyer, in addition to other rights and remedies available to Buyer in law or at equity and provided Buyer is not in breach of this Agreement, Buyer may bring an action to enforce the terms of this Agreement by decree of specific performance, it being agreed that the assets to be transferred herein include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically

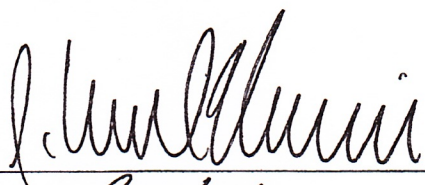
enforced. Seller agrees to waive the defense in any such action for decree of specific performance that Buyer has an adequate remedy at law, to cooperate fully in the filing of FCC applications and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy

9. Liquidated Damages. Notwithstanding anything herein to the contrary, in the event of termination by Seller pursuant to Section 7(i) above, Seller shall be entitled to receive as liquidated damages the sum of Five Thousand Dollars (\$5,000). The parties agree that such amount shall constitute liquidated damages and is not a penalty and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement. Buyer and Seller each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm which would be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy and the value of the transaction to be consummated hereunder.

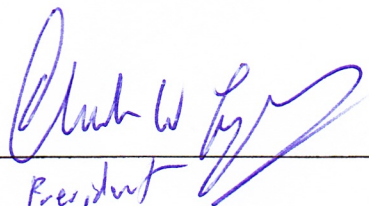
10. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Maryland. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Maryland. This Agreement may be executed in counterparts. Neither party shall have the right to assign or transfer this Agreement, or any of its rights and obligations hereunder, without the prior written consent of the other party. The parties agree that from the date hereof neither party shall seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Construction Permit.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

MANNING BROADCASTING INC.

By: 
President

**FOUR RIVERS COMMUNITY
BROADCASTING CORPORATION>**

By: 
President