

## **SALES AGREEMENT**

This agreement is made this 28 day of September, 2006, by and between DAVID M. LOFLIN, hereinafter referred to as "Seller" and Ericca C. Hawsey or her assigns, hereinafter referred to as "Buyer".

**WHEREAS**, Seller is the holder of a license to operate W40BE, (Facility No. 15777, File No. BLTTL – 19980304JZ, hereinafter, ("Station")) issued by the Federal Communications Commission ("Commission") to operate a Low Power Television Station, Andalusia, Alabama; and

**WHEREAS**, Seller desires to sell and Buyer desires to buy Station, subject to the approval of the Federal Communications Commission.

Now, therefore, it is agreed as follows:

1. **Application.** Buyer and Seller agree to file an application with the Federal Communications Commission to seek approval of the assignment of the Station license to Buyer within 15 days of the execution of this agreement.
2. **Consideration.** Buyer shall pay to Seller, upon closing of this transaction, \$40,000 (forty thousand dollars) as payment in full for the assignment of the license to Buyer.
3. **Closing.** Closing of the transaction shall take place on or before 10 business days following approval of the assignment by the Federal Communications Commission.

4. Assignability. This agreement may be assigned to an entity to be named prior to the filing of the application for approval of the transaction, subject to the approval of Seller, which shall not be unreasonably withheld.
5. Termination. This agreement may be terminated by mutual agreement by Buyer and Seller. It may also be terminated if the Federal Communications Commission denies the assignment of the license as advocated herein.
6. Default. The following events shall be deemed to be events of default under this agreement:
  - a. Buyer's failure to pay to Seller the consideration as outlined in paragraph 2 herein.
  - b. Operator's failure to perform or comply with any other term, provision, covenant, or other obligation imposed by this agreement implied in law and failure to cure a remedy of that failure within ten (10) days after written notice of the failure is given by Seller to Buyer.
  - c. Failure by either party to close as provided in paragraph 3 herein.

7. Seller's Remedies Upon Default. In the event of default by Buyer as set out in the preceding section, Seller shall have the option to pursue any remedy afforded him by law, without further notice or demand and without prejudice to any other remedy:.

8. Jurisdiction. This agreement is performable in Polk County, Texas.

9. Attorney's Fees. If either party begins any legal action or proceeding against the other arising out of the provisions of this agreement, including any action or proceeding for declaratory relief, specific performance, damages, or possession, the prevailing party is entitled to recover from the other party, in addition to court costs, reasonable attorney's fees incurred and to be incurred in the trial and appeal of the proceeding, with the amount to be set and determined as provided in Sections 38.003 and 38.004 of the Texas Civil Practice and Remedies Code.

10. No Waiver. Failure of Seller to declare any default upon its occurrence, as provided in the foregoing section defining default, or delay action in connection with a matter that may constitute a default, shall not waive the default or breach. Rather, Seller shall have the right to declare a default as a result of the breach or failure to perform on Buyer's part at any time and take such action and response as may be lawful or authorized under this agreement. Moreover, Seller's conduct with regard to a lapse, breach, or default by Buyer at one time or in one respect shall not be construed as a waiver of any subsequent or other lapse, breach, or default of any term, condition or covenant of this agreement.

11. Notice. Any notice provided for or required by this agreement must be in writing and may be given by one party to the other by delivering the notice in person, by use of a delivery service, or by certified or registered mail, return receipt requested, to the other party or that party's duly authorized agent at the address shown below.

Seller's address for this purpose is as follows:

David M. Lofflin  
P.O. Box 40483  
Baton Rouge, LA 70805

And to:

Gerald R. Proctor  
The Proctor Group, Inc.  
137 Magnolia Bend Drive  
Livingston, TX 77351

Buyer's address for this purpose is as follows:

Ericca C. Hawsey  
14058 Haygood Road  
Andalusia, AL 36421

DATED this \_\_\_\_\_ day of September, 2006.

A handwritten signature in black ink, appearing to read 'D. Loflin', written over a horizontal line.


David M. Loflin, Seller

Ericca C. Hawsey

By: \_\_\_\_\_  
Ericca C. Hawsey, Buyer

THE STATE OF LOUISIANA           §  
PARISH OF EAST BATON ROUGE   §

This instrument was acknowledged before me on the 27 day of  
September, 2006, by David M. Loflin.

  
KENNETH DWAYNE PENNING  
Notary Public, State of Louisiana

THE STATE OF ALABAMA           §  
COUNTY OF COVINGTON       §

This instrument was acknowledged before me on the \_\_\_\_ day of  
September, 2006, by Ericca C. Hawsey.

\_\_\_\_\_  
Notary Public, State of Alabama

DATED this 22 day of September, 2006.

\_\_\_\_\_  
David M. Loffin, Seller

Ericca C. Hawsey

By: Ericca C Hawsey  
Ericca C. Hawsey, Buyer

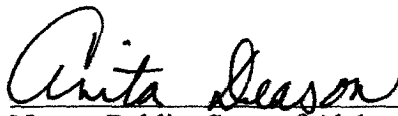
THE STATE OF LOUISIANA           §  
PARISH OF EAST BATON ROUGE   §

This instrument was acknowledged before me on the \_\_\_\_ day of  
September, 2006, by David M. Loflin.

\_\_\_\_\_  
Notary Public, State of Louisiana

THE STATE OF ALABAMA           §  
COUNTY OF COVINGTON       §

This instrument was acknowledged before me on the 22 day of  
September, 2006, by Ericca C. Hawsey.

  
\_\_\_\_\_  
Notary Public, State of Alabama

