

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of this 9th day of March, 2011 between RF Services, Inc. (“**Buyer**”) and Big Bend Broadcasting (“**Seller**”)

A. Seller holds a permit for the following FM translator stations (the “**Permits**”):

K236BD Mesilla, New Mexico Facility ID 139354

K240DV Las Cruces, New Mexico Facility ID 139358

B. Buyer desires to purchase from Seller, and Seller desire to sell to Buyer, the Permits.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred.

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept (i) the Permits and (ii) any and all right of Seller to intangible property used by Seller in connection with the Permits (collectively, the “**Station Assets**”).

1.2 No Assumption of Liabilities.

Seller shall convey the Station Assets to Buyer free and clear of any and all liens and/or encumbrances. Buyer shall assume no liabilities or obligations of Seller.

2. PURCHASE PRICE

The purchase price for the Station Assets shall be Ten Dollars (\$10) (the “**Purchase Price**”). Buyer shall pay to Seller the Purchase Price at Closing (as defined herein).

Buyer and Seller acknowledge and recognize that the transaction contemplated hereunder is subject to and conditioned on (i) FCC approval of the transfer of the Permits from Seller to Buyer, and (ii) FCC extension of the construction period for the Permits for an additional eighteen (18) months. If both of these conditions are not satisfied on or before April 30, 2011, then this Agreement shall automatically terminate without any further obligations from either party.

3. APPLICATION TO AND CONSENT BY FCC

3.1 FCC Consent.

No later than one (1) business day after the execution of this Agreement, Buyer and Seller shall file an application with the FCC requesting the FCC's approval of the transaction contemplated by this Agreement (the "**Assignment Application**"). Consummation of the transaction provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the conditions that the FCC shall have issued its written consent to the Assignment Application without any condition materially adverse to Buyer (the "**FCC Consent**").

3.2 Mutual Covenant of Reasonable Cooperation.

Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent.

3.3 Assignment Application Expenses and Fees.

Each party shall be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. All filing fees imposed by the FCC shall be split equally by Buyer and Seller.

4. FURTHER COVENANTS OF SELLER

From the date hereof until the Closing Date (as defined below) or earlier termination of this Agreement, Seller shall have complete control and supervision of and sole responsibility for the Permits during such period, Seller shall conduct the business related to the Permits in the ordinary course and in accordance in all material respects with the Communications Act, the FCC's rules and regulations, and any other applicable federal, state or local rules and regulations. Seller makes no representations about the proposed technical facilities or the planned coverage of the station under the Permit.

5. CLOSING

5.1 Closing.

The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place no later than the later of (i) April 30, 2011, or (ii) the date specified on the FCC Consent (the "**Closing Date**").

5.2 Seller's Deliveries at Closing.

At the Closing, Seller shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

(A) *Assignment of FCC Authorizations.* An assignment of the Permits sufficient in the opinion of Buyer and its counsel to assign the Permits to Buyer.

(B) *Transfer Documents.* Such other good and sufficient instruments of transfer as Buyer may reasonable request in order to convey and transfer to Buyer the Station Assets.

5.3 Buyer's Deliveries at Closing.

(A) *Purchase Price.* At the Closing, Buyer shall deliver the balance of the Purchase Price to Seller.

(B) *Transfer Documents.* Such other good and sufficient instruments as Seller may reasonably request.

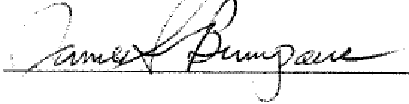
6. OTHER PROVISIONS

Neither party may assign its rights or obligations under this Agreement. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes any and all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party will keep confidential all information obtained from the other party in connection with the transactions contemplated by this Agreement, and the existence and terms of this Agreement except, and to the extent that disclosure is required by law, including without limitation, the rules and published policies of the FCC. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were on the same instrument. Delivery of a counterpart signature to this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original counterpart signature. This Agreement shall be governed by and construed according to the laws of the State of Texas, without regard to its conflict-of-laws provisions.

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

SELLER:

BIG BEND BROADCASTING



By: James S. Bumpous

BUYER:

RF SERVICES, INC.

By: 

Name: _____

Title: _____