

## ***FACILITIES MODIFICATION AGREEMENT***

This Facilities Modification Agreement ("Agreement") is made and entered into this 25<sup>th</sup> day of August, 2016, by and between Petracom of Holbrook, LLC ("Petracom"), a Delaware limited liability company, and 1TV.COM, INC. ("1TV"), an Arizona corporation.

### ***WITNESSETH:***

WHEREAS, Petracom of Holbrook, LLC is the owner and licensee of radio broadcast station KRFM (FM), Show Low, Arizona, including rights to the licenses issued by the Federal Communications Commission ("FCC" or "Commission") and certain property and other rights used or held for use in the operation of the Station;

WHEREAS, 1TV.COM, INC. is the owner and licensee of radio broadcast station KIKO-FM, Claypool, Arizona, including rights to the licenses issued by the FCC and certain property and other rights used or held for use in the operation of the Station; and

WHEREAS, 1TV desires that Petracom modify the KRFM license from Channel 243C to operation on Channel 253, to enable 1TV to modify the KIKO-FM license from Channel 247C2 to Channel 243C in two steps, with the first step being to Channel 243C2 and then immediately to Channel 243C, and 1TV desires to pay monetary consideration to Petracom for modification of the KRFM license to Channel 253 and the modification of the KIKO-FM license to Channel 243, and to pay Petracom's engineering and legal expenses for such modifications in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

**1. Contingent FCC Applications.** Within thirty (30) days of the date of this Agreement and on the same day, each of Petracom and 1TV shall file the following applications with the FCC pursuant to Section 73.3517(e) of the Commission's rules, requesting simultaneous FCC processing and action on the applications:

(a) Petracom shall file an FCC Form 301 application for KRFM seeking a minor change in its licensed facility for operations on Channel 253C or 253C0 as the Commission's rules dictate, at its currently licensed site, current antenna height above ground and current effective radiated power, and, if necessary, specifying spacing pursuant to Section 73.215(e) of the Commission's rules, using its existing antenna and transmitter tuned to the new frequency (the "KRFM Modification"). 1TV shall have its engineering consultant prepare and deliver the engineering portion of such FCC Form 301 to Petracom to enable Petracom approve such engineering in its reasonable discretion and to timely file the KRFM Modification.

(b) 1TV shall file an FCC Form 301 application for KIKO-FM seeking a minor change in its licensed facility for operations on Channel 243C2 (the "KIKO-FM Modification").

## **2. Prosecution of Contingent FCC Applications and Construction of Facilities.**

(a) The parties to this Agreement shall each use diligent efforts to obtain the FCC's grant of the KRFM Modification and the KIKO-FM Modification, including the filing of any amendments, letters, or pleadings responding to FCC objections or requests, and opposing any third-party petitions or objections.

(b) The parties agree to cooperate in the prosecution of the KRFM Modification and the KIKO-FM Modification and will execute and deliver to the other party any documents reasonably necessary and reasonably required by this Agreement to obtain the FCC's grant of the KRFM Modification and the KIKO-FM Modification. In consultation with Petracom as to the KRFM Modification, 1TV shall take the lead responsibility for prosecuting and seeking a grant of the contingent applications comprising the KRFM Modification and the KIKO-FM Modification. Petracom retains the right to engage engineering and legal services at its own expense as it deems appropriate in connection with its application.

(c) Upon the grant of the KRFM Modification and the KIKO-FM Modification pursuant to this Agreement, each party will take immediate steps to construct and effectuate the changes authorized to its facility with an expectation that, absent exceptional and unexpected circumstances, construction of each such facility shall be complete, automatic program test authority initiated, if authorized, or otherwise requested, and covering FCC Form 302-FM license applications filed (the "FCC Form 302-FM License Applications") within thirty (30) days after the FCC grant of the KRFM Modification and the KIKO-FM Modification construction permits. The parties will cooperate to coordinate the construction of the modified facilities and the filing of the FCC Form 302-FM License Applications to minimize any off-air time.

(d) Neither of the parties will submit any application, amendment, petition, response, pleading, or other document to the FCC or any other governmental authority concerning the KRFM Modification or the KIKO-FM Modification (i) without first seeking the informal consent of the other party to this Agreement to do so; (ii) that is inconsistent with the terms of this Agreement; (iii) that would diminish or delay the prospects for timely grants of the KRFM Modification, the KIKO-FM Modification or the KIKO-FM Class C Application; or (iv) that would diminish or delay the ability of the parties to construct and place into operation the KRFM Modification, KIKO-FM Modification and the facilities contemplated by the KIKO-FM Class C Application described below.

(e) Nothing in this Agreement shall obligate any party hereto to pursue judicial review of an FCC denial of the KRFM Modification, the KIKO-FM Modification, or the KIKO-FM Class C Application described below, or to accept, agree, or accede to any non-routine material adverse conditions imposed in connection with the FCC approval of the KRFM Modification and the KIKO-FM Modification. An FCC condition on the grant of the KRFM Modification or KIKO-FM Modification requiring that program test authority not be instituted prior to program test authority on the other being instituted, or that one or both of the FCC Form 302-FM License Applications will not be granted until the other is granted, shall not be regarded as a non-routine, material or adverse condition.

(f) Each party to this Agreement acknowledges to the other that there is no assurance that either the KRFM Modification or the KIKO-FM Modification, or the KIKO-FM Class C Application described below, will be granted by the FCC, and that FCC rule or policy changes, or changes in other facilities or factors outside the control of a party to this Agreement, could cause either the KRFM Modification, the KIKO-FM Modification, or the KIKO-FM Class C Application described below, to be impossible of effectuation. No party to this Agreement is relying upon any technical, engineering or legal assurances, representations or covenants except as explicitly set forth in this Agreement. No party who is otherwise in compliance with this Agreement shall bear any liability should either the KRFM Modification, the KIKO-FM Modification, or the KIKO-FM Class C Application described below, be impossible of effectuation, or if any are denied, dismissed or delayed by the FCC. Each party is relying upon its own engineers, technical consultants and legal advisors in entering into this Agreement and each party is entering into this Agreement at its own risk.

**3. KIKO-FM Channel 243C Application.** Within thirty (30) days of the filing of the FCC Form 302-FM License Applications, 1TV shall file at the transmitter site now specified in FCC File No. BLH- 20100928ADE an FCC Form 301 application for a modification of the KIKO-FM facilities to specify operations on Channel 243C (the "KIKO-FM Class C Application").

**4. Fees and Expenses.**

(a) 1TV shall be responsible for timely payment of all costs and expenses of Petracom associated with consulting engineering services and legal services in connection with preparing this Agreement, the KRFM Modification, the KIKO-FM Modification, any related filings including without limitation the FCC Form 302-FM License Applications, and all FCC filing fees, up to the aggregate, total amount of \$50,000.00 (the "Expense Cap"). Petracom shall use its existing transmitter and existing antenna for the KRFM Modification and in no event shall 1TV's responsibility for Petracom's expenses include a new or different antenna or transmitter. In the event that Petracom's expenses for the KRFM Modification exceed the Expense Cap, Petracom shall be responsible for such excess amount.

(b) 1TV Inc. shall be responsible for its own costs and expenses associated with consulting engineering services and legal services in connection with preparing this Agreement, the KRFM Modification, the KIKO-FM Modification, the KIKO-FM Class C Application, and any related filings.

**5. Payment of Monetary Consideration.** The monetary consideration to be paid by 1TV to Petracom shall be Five Hundred Thousand Dollars (\$500,000.00) (the "Consideration") consisting of cash and a promissory note to be placed into escrow pursuant to an Escrow Agreement described below in Section 6 of this Agreement, and shall be delivered by Escrow Agent subsequent to the FCC grant of the KIKO-FM Class C Application by Final Order, as a Final Order is defined in Section 9 of this Agreement (the "Closing Date"), payable as follows:

(a) The amount of \$250,000.00 of the Consideration shall be payable in cash by wire transfer from Escrow Agent to Petracom, or at its direction to the account of Henry A. Ash, as the managing member of Petracom.

(b) The amount of \$250,000.00 of the Consideration shall be delivered from Escrow Agent to Petracom, in the form of promissory note payable to Petracom or at its direction to Petracom principal, Henry A. Ash, signed by 1TV that shall accrue interest at a rate of six percent (6%) per annum, with payment of interest on a quarterly basis and a payment of principal and any outstanding accrued interest due and payable on the date three (3) years subsequent to the date of the note (the "Promissory Note"). The Promissory Note shall be secured with a first priority mortgage and/or similar comparable security agreement on real and personal property located in Arizona owned by 1TV used in the operation of KIKO(AM) and KIKO-FM, including the real property located in Gila County at 4501 Broadway, Miami, Arizona 85539. The terms of the Promissory Note and first priority mortgage and/or similar comparable security agreement shall be those customarily used in the county of location of the real and personal property and reasonably acceptable to Petracom. If at any time during the term of this Agreement, or after the Closing Date while the Promissory Note remains unpaid, such real or personal property is sold, the amount of \$250,000.00 shall be, as the case may be, (i) delivered to Escrow Agent to become part of the Escrow Deposit in exchange for a return to 1TV of the Promissory Note, or (ii) if the Promissory Note has been delivered to Petracom, then to Petracom or its principal, Henry A. Ash, at Petracom's election, in exchange for the Promissory Note along with a payment of interest accrued under the Promissory Note to such date of payment.

(c) The Consideration to be paid to Petracom under this Section 5 of this Agreement is in addition to any fees or expenses paid by 1TV to Petracom under Section 4 of this Agreement.

(d) Provided that the KRFM FCC Form 302-FM License Application, covering the construction permit issued by the FCC for the KRFM Modification, is granted and has become a Final Order, and provided that 1TV has paid Petracom's costs and expenses as provided in Section 4(a) above, 1TV may, at its sole option at any time this Agreement remains in effect, offer to deliver the Consideration to Petracom as specified above, and upon such offer, Petracom and 1TV shall issue joint written instructions to Escrow Agent pursuant to Section 6(d) below to deliver the Consideration to Petracom, and upon the delivery of the Consideration to Petracom and 1TV's payment of Petracom's costs and expenses under Section 4(a) above, the parties shall be deemed to have discharged their respective obligations under this Agreement.

**6. Escrow Agreement.** To secure 1TV's obligation to pay the Consideration to Petracom, within ten (10) business days of the date hereof, 1TV shall place into escrow the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) and a signed, but undated, Promissory Note and mortgage and/or security agreement (the "Escrow Deposit") with the law firm of Fletcher Heald & Hildreth, PLC (the "Escrow Agent") pursuant to an Escrow Agreement in form and substance as attached to this Agreement (the "Escrow Agreement"). Among other terms and conditions, the Escrow Agreement shall provide that:

(a) In the event of the grant of the KIKO-FM Class C Application, Escrow Agent, subsequent to the FCC grant of the KIKO-FM Class C Application by Final Order and on the date five (5) business days subsequent to its receipt of the documentation described below in this Section 6(a), shall: (i) deliver by wire transfer to Petracom, or at its election to Henry A. Ash, the amount of \$250,000.00 and any interest earned thereon to 1TV, and (ii) affix the current date to the Promissory Note, and deliver the original of the Promissory Note payable to Petracom or at its election to Henry A. Ash and record the mortgage and/or security agreement, unless the Promissory Note has been exchanged for the additional \$250,000.00 pursuant to Section 5(b) above, in which case Escrow Agent shall deliver the amount of \$500,000.00 to Petracom, or at its election to Henry A. Ash, and any interest earned thereon to 1TV. Escrow Agent under this Section 6(a) and the Escrow Agreement shall deliver the Escrow Deposit to Petracom, or at its election to Henry A. Ash, upon the delivery to Escrow Agent of a letter on letterhead signed by a attorney admitted and qualified as a member of the Bar of the District of Columbia Court of Appeals, who is reasonably acceptable to both parties, (with the understanding that an attorney from either Fletcher Heald & Hildreth PLC or an attorney from Womble Carlyle Sandridge & Rice, LLP shall be always acceptable to both parties), opining that the KIKO-FM Class C Application is granted by the FCC and such grant became a Final Order stating in form and substance that:

The undersigned is currently admitted and qualified as a member of the Bar of the District of Columbia Court of Appeals and regularly practices before Federal Communications Commission (the "FCC") in the representation of radio broadcast stations. It is the opinion of the undersigned, after due inquiry, not limited to but including knowledge of either party of the pendency of any petition, complaint, pleading, or other filing or FCC action concerning the KIKO-FM Class C Application, and research using the FCC's broadcast station Consolidated Database System (the "CDBS"), that the FCC's CDBS reflects that radio Station KIKO-FM, FCC Facility ID No. 11894, Claypool, Arizona: (i) on [date] filed an FCC minor modification of license application seeking facilities on FM Channel 243C (the "KIKO-FM Class C Application"); (ii) on [date] the FCC gave public notice in its Daily Digest of the grant of the KIKO-FM Class C Application (the "FCC Public Notice"); and (iii) the grant of the KIKO-FM application is a "Final Order" with Final Order being defined as in excess of forty (40) days having elapsed since the date of the Public Notice and the action of the FCC described in the Public Notice granting the KIKO-FM Class C Application has not been vacated, reversed, stayed, set aside, annulled or

suspended; there is no timely appeal, timely request for stay, or timely petition for rehearing, reconsideration or review, complaint, or objection by any person or governmental entity or by the FCC on its own motion, pending; the time for filing any such timely appeal, timely request, timely petition or for the reconsideration or review, complaint or objection by any person, entity or government entity has expired; and the time for FCC to reconsider, review or revoke the grant on its own motion the grant of the KIKO-FM Class C Application described in the Public Notice has expired.

(b) In the event that this Agreement is terminated pursuant to Section 10(b) below, Escrow Agent shall deliver to 1TV the Escrow Deposit with all accrued interest, including the undated Promissory Note, mortgage and/or security agreement, if applicable, within five (5) business days subsequent to receipt by Escrow Agent of: (1) a notification of termination from either 1TV or from Petracom pursuant to Section 10(b) of this Agreement; and (2) a letter on letterhead signed by an attorney admitted and qualified as a member of the Bar of the District of Columbia Court of Appeals, who shall be reasonably acceptable to both parties (with the understanding that an attorney from either Fletcher Heald & Hildreth PLC or an attorney from Womble Carlyle Sandridge & Rice, LLP shall be always acceptable to both parties), opining that the KIKO-FM Class C Application is not granted by the FCC, or, if granted, such grant has not become a Final Order, stating in form and substance that:

The undersigned is currently admitted and qualified as a member of the Bar of the District of Columbia Court of Appeals and regularly practices before Federal Communications Commission (the "FCC") in the representation of radio broadcast stations. It is the opinion of the undersigned, after due inquiry and research using the FCC's broadcast station Consolidated Database System (the "CDBS"), that the FCC's CDBS reflects that radio Station KIKO-FM, FCC Facility ID No. 11894, Claypool, Arizona: (i) does not have a granted FCC minor modification of license application seeking facilities on FM Channel 243C (the "KIKO-FM Class C Application"), or in the alternative, (ii) the KIKO-FM Class C Application, while granted, with the FCC on [date] giving public notice in its Daily Digest of the grant (the "FCC Public Notice"), the grant is not a "Final Order" with Final Order being defined as in excess of forty (40) days having elapsed since the date of the Public Notice and the action of the FCC described in the Public Notice

granting the KIKO-FM Class C Application has not been vacated, reversed, stayed, set aside, annulled or suspended; there is no timely appeal, timely request for stay, or timely petition for rehearing, reconsideration or review, complaint, or objection by any person or governmental entity or by the FCC on its own motion, pending; the time for filing any such timely appeal, timely request, timely petition or for the reconsideration or review, complaint or objection by any person, entity or government entity has expired; and the time for FCC to reconsider, review or revoke the grant on its own motion of the KIKO-FM Class C Application described in the Public Notice has expired.

(c) The Escrow Agreement shall be irrevocable and absolute with respect to the deliveries by, and the actions required of, the Escrow Agent pursuant to Section 6(a) and 6(b) above. In the event a notification is delivered to Escrow Agent under either Section 6(a) or 6(b) above, neither 1TV nor Petracom, nor its principals, heirs or assignees, shall take any action whatsoever to block, hinder or prevent Escrow Agent from performing its responsibility for the specified deliveries pursuant to the notification delivered under Section 6(a) or 6(b) above, with any contrary action being a breach of this Agreement. The Escrow Agreement will specifically provide that Escrow Agent must take the actions specified in Section 6(a) or 6(b) above upon delivery to it of the specified notice. Specifically, if this Agreement is terminated pursuant to Section 10(b) of this Agreement as a result of the KIKO-FM Class C Application failing to be granted by Final Order or for any other reason, neither 1TV nor Petracom shall deliver any counteracting, contrary, disputing or conflicting notification to Escrow Agent, file any litigation or other legal action naming Escrow Agent, or otherwise attempt to hinder Escrow Agent from carrying out its duties pursuant to a notification delivered under Section 6(a) or 6(b) above. The only remedy of either 1TV or Petracom, should a notification specified in Section 6(a) or 6(b) above be wrongly delivered to Escrow Agent, shall be to seek legal or equitable redress against the other, or the attorney or attorneys providing any opinion(s) to the Escrow Agent as to a Final Order or lack thereof as to the KIKO-FM Class C Application. Escrow Agent shall affirmatively agree in the Escrow Agreement to disregard and ignore any notification contrary to a notification delivered pursuant to Section 6(a) or 6(b) above, with the exception of a joint notification or order of a court of competent jurisdiction pursuant to Section 6(d) below.

(d) Notwithstanding the above, the Escrow Agreement shall provide that Escrow Agent shall deliver the Escrow Deposit pursuant to the joint written instructions of Petracom and 1TV, or pursuant to an order of a court of competent jurisdiction.

**7. Assignment, Successors and No Third-Party Rights.** Each party to this Agreement may assign its rights and obligations hereunder without the prior written consent of the other upon any sale or transfer of the broadcast stations that are the subject of this Agreement. Should any sale or transfer of the broadcast stations that are the subject of this Agreement take place, such party effectuating the sale or transfer of the broadcast station agrees

that the rights and obligations of that party under this Agreement shall and must be assigned and transferred as a part of the sale or transfer of such broadcast station with the assignee assuming in writing the rights and obligations under this Agreement, including without limiting the foregoing the Escrow Agreement and continuation of the Escrow Deposit. Subject to the above, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement, or as otherwise provided, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

#### **8. Additional Covenants Between the Parties**

(a) 1TV agrees that by entering into this Agreement and taking the steps necessary to implement the Agreement that Petracom is not and will not be legally obligated to other entities and persons to which 1TV is obligated including, without limitation, licensees, permittees, or other entities and persons connected with the proposals in this Agreement. 1TV further agrees that in addition to any other obligations herein or arising from any matters herein, 1TV will indemnify and hold harmless Petracom from any liability, costs, and expense (including, without limitations, attorneys' fees and engineering costs) in connection with any claims or actions by any other licensees, permittees, entities and persons with respect to obligations to which 1TV is obligated. Petracom agrees that by entering into this Agreement and taking the steps necessary to implement the Agreement that 1TV is not and will not be legally obligated to other entities and persons to which Petracom is obligated including, without limitation, licensees, permittees, or other entities and persons connected with the proposals in this Agreement. Petracom further agrees that in addition to any other obligations herein or arising from any matters herein, Petracom will indemnify and hold harmless 1TV from any liability, costs, and expense (including, without limitations, attorneys' fees and engineering costs) in connection with any claims or actions by any other licensees, permittees, entities and persons with respect to obligations to which Petracom is obligated. 1TV's and Petracom's obligations under this Section 8(a) shall survive the termination of this Agreement.

(b) 1TV agrees to promptly pay Petracom within ten (10) days as billed, Petracom's legal, engineering, and other expenses incurred by Petracom in connection with this Agreement as set forth in Section 4(a) of this Agreement not to exceed the aggregate amount of the Expense Cap.

(c) If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party.

**9. Final Order.** For purposes of this Agreement, a "Final Order" [and an FCC action which is "final" and "finality" of an FCC action] shall mean an action by the FCC: (a) that has not been vacated, reversed, stayed, set aside, annulled or suspended; (b) with respect to which no timely appeal, timely request for stay, or timely petition for rehearing, reconsideration



or review, complaint, or objection by any person or governmental entity or by the FCC on its own motion, is pending; and (c) as to which the time for filing any such timely appeal, timely request, timely petition or for the reconsideration or review, complaint or objection by any person, entity or government entity has expired, and the time for FCC to reconsider, review or revoke the action on its own motion has expired.

**10. Term and Termination.**

(a) This Agreement shall commence on the date first written above and shall continue until such time as the parties hereto have discharged their respective obligations under this Agreement, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

(b) If, after fifteen (15) months or more has elapsed from the date of this Agreement, the FCC has failed to grant by Final Order, or if at any time if the FCC denies by Final Order, the KIKO-FM Modification or the KIKO-FM Class C Application, either party may terminate this Agreement effective upon written notice to the other and to Escrow Agent. No party is obligated to so terminate this Agreement due to such passage of time and the failure of a party to seek such termination does not in any way foreclose such party or the other party from thereafter seeking such termination provided that the KIKO-FM Modification or the KIKO-FM Class C Application either remains un-granted or its grant is not a Final Order. In the event that the KIKO-FM Modification or the KIKO-FM Class C Application is filed with the FCC but is un-granted, or its grant is not yet a Final Order, either party may notify the other party prior to the elapse of fifteen (15) months that this Agreement is extended by a single additional six (6) month time period in which case this Agreement shall be so extended and a termination notice may not be delivered pursuant to this Section 10(b) by either party until twenty-one (21) months or more has elapsed from the date of this Agreement.

(c) Upon the termination of this Agreement pursuant to Section 10(b) above, Escrow Agent shall return the Escrow Deposit including all accrued interest to 1TV pursuant to Section 6(b) of this Agreement, and each party is relieved of any further duties and obligations hereunder except that, in the event that the KRFM Modification is granted by the FCC on the date of such termination, both parties shall thereafter take all necessary steps to return KRFM and KIKO-FM to the *status quo ante* existing on the date of this Agreement, with 1TV paying the costs and expenses of such steps, and upon such return to the *status quo ante*, 1TV shall reimburse Petracom for any additional expenses incurred up to an additional amount of no greater than that of the amount represented by the Expense Cap stated in Section 4(a) of this Agreement.

**11. Specific Performance.** In the event of failure by either party to comply with the terms of this Agreement, because of the unique nature of the FCC authorizations that are the subject matter of this Agreement, the other party shall be entitled, in addition to any action seeking damages, to seek an injunction restraining such failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. Should any

party default in the performance of any of the requirements, terms or conditions of this Agreement which default results in the filing of an action for specific performance, a lawsuit or other action, the prevailing party or parties in such a lawsuit or action shall be entitled to an award of reasonable attorneys' fees and costs as shall be determined by the court.

**12. Confidentiality.** Except to the extent required by FCC rules and regulations, the Communications Act, or by law, neither Petracom nor ITV shall disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, shareholders, partners, owners, financial entities, and representatives to whom disclosure is necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence. If required by FCC rules and regulations, the parties agree to prepare and file with the FCC a "Memorandum of Agreement" confirming that the parties have voluntarily entered in to this Agreement. In the event any application or other approval requires the submission of this Agreement to the FCC or other governmental authority, the parties shall redact all notations of monetary consideration to be paid unless submission of an un-redacted Agreement is required.

**13. Applicable Law.** This Agreement shall be governed and construed according to the substantive law of the State of Arizona, without regard to choice of laws principles, and each party agrees to venue in Arizona and the jurisdiction of courts located in Arizona with respect to any matters arising hereunder. Each party submits to the jurisdiction of any court sitting in Phoenix, Arizona in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party waives any defense of inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto.

**14. Notices.** All notices, requests, consents, waivers and other communications required or permitted to be delivered or otherwise given hereunder shall be in writing and shall be sent for next business day delivery by USPS Express Mail, Federal Express or similar recognized overnight courier service with all charges prepaid, and shall be deemed to have been duly delivered and received on the next business day after being sent. All such notices, demands, and requests shall be addressed as follows (unless another address shall be delivered to the other parties in accordance with this paragraph):

To Petracom:	Petracom of Holbrook, LLC
	Henry A. Ash, President/Managing Member
	130 Hampton Point Drive
	St. Simons Island, GA 31522

With copy [which shall not constitute notice] to:

Fletcher, Heald & Hildreth PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
Attn: M. Scott Johnson

To 1TV: John Low, President  
1TV.Com, Inc.  
4501 Broadway  
Miami, AZ 85539

With copy [which shall not constitute notice] to:

Womble Carlyle Sandridge & Rice, LLP  
1200 19<sup>th</sup> Street, N.W. Suite 500  
Washington, DC 20036  
Attn: John F. Garziglia

**15. Counterparts.** This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument. All of such counterpart signature pages shall be read as though all of the signers had signed a single signature page. This Agreement may be signed and exchanged by facsimile transmission or PDF scan, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

**16. Entire Understanding.** This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior discussions, understandings, and agreements of any type, express or implied, written or oral with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. The undersigned each represent and warrant that each has the requisite authority to bind their respective parties to the terms and obligations of this Agreement.

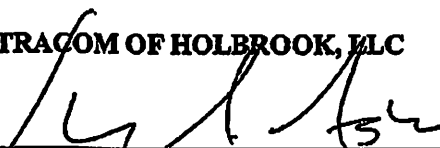
*[Signatures of the Parties are on the next page.]*

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

**1TV.COM, INC.**

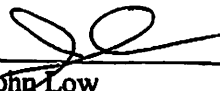
By: \_\_\_\_\_  
John Low  
President

**PETRA COM OF HOLBROOK, LLC**

By:  \_\_\_\_\_  
Henry A. Ash  
President/Managing Member

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

**1TV.COM, INC.**

By:   
John Low  
President

**PETRACOM OF HOLBROOK, LLC**

By: \_\_\_\_\_  
Henry A. Ash  
President/Managing Member