

DIGITAL-NETWORKS, LLC.

**REVISED ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, dated as of the 27<sup>th</sup> day of April, 2011, by and between MMTC Broadcasting LLC, a District of Columbia limited liability company ("Seller"), and Digital-Networks, LLC, a Tennessee limited liability company, including any parents, subsidiaries and affiliates ("Buyer"):

**WHEREAS**, This Agreement supersedes and replaces the Asset Purchase Agreement signed by Seller and Buyer dated November 11, 2010

**WHEREAS**, Seller desires to sell and Buyer wishes to buy the licenses and assets of the stations(s) listed in Schedule A to this Agreement (the "Stations"); and

**WHEREAS**, upon consummation of the assignments of the Stations' licenses from Trinity Christian Center of Santa Ana, Inc. d/b/a Trinity Broadcasting Network ("Trinity"), and prior to the Closing hereunder (defined below), Buyer will program time on the Stations and sell advertising time in connection therewith, pursuant to a separate Local Marketing Agreement ("LMA") that Seller and Buyer are executing and delivering contemporaneously with this Agreement,

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Assets to Be Sold.** In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date (as described further in Section 6), Seller shall sell, assign, transfer, convey and deliver to Buyer the following assets(hereinafter "the Sale Assets"):

a. All of Seller's right, title and interest to the Licenses granted by the FCC for the operation of the Stations, together with any renewals, extensions or modifications thereof, as listed on the attached **Schedule A**. (the "Licenses"); and

b. An assignment of all of Seller's right, title and interest in the transmission facilities listed on attached **Schedule B** (the "Transmission Equipment") and

c. All leases for tower and transmitter building space used in the operation of the Stations to be assumed by Buyer at Closing and described in **Schedule C** hereto (the "Tower Leases").

2. **Consideration.**

a. *Purchase Price.* The purchase price shall be **THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000)** in lawful money of the United States of America, which shall be the total consideration for Seller's sale of the Sale Assets stated in the previous paragraph (the "Purchase Price"). Buyer has deposited with David Honig, Esq. ("Honig") the amount of **SIXTY FIVE THOUSAND DOLLARS (\$65,000.00)** (the "Deposit") which is being held in the David Honig Esq. Escrow Account at Industrial Bank, N.A., Washington, DC, pursuant to an Escrow Agreement among Seller, Buyer and Honig. At the Closing, the Deposit and all interest thereon shall be delivered to Seller as a credit against the Purchase Price. Should this Agreement be terminated prior to Closing, the Deposit shall be distributed as set forth in paragraph 14, below.

b. *Prorations and Adjustments.* Except as otherwise provided herein, all deposits, reserves, utility costs, FCC regulatory fees, and real and personal property taxes relating to the Sale Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within sixty (60) calendar days of the Closing Date. Additionally, there may be adjustment to the Purchase Price should Seller be unable to convey all of the Stations at Closing.

3. **Excluded Assets.** Notwithstanding anything to the contrary contained herein, this transaction specifically excludes all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments, and all other personal assets, whether tangible or intangible, of any type or nature not specifically listed as included in **Schedule B**.

4. **No Liabilities Assumed Other Than Those Expressly Disclosed.** Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer shall assume all obligations arising after the Closing under any leases (the "Assumed Obligations"), and all obligations arising from the business or operation of the Stations after the Closing. Buyer shall not assume any other liabilities or obligations of Seller or any prior owners or licensees of the Stations. In addition, Buyer shall not be obligated to continue the employment of any current employees of the Stations, and shall have no liabilities of any kind in connection therewith.

5. **FCC Consents.** It is understood and agreed by all parties that the prior written consent of the FCC (the "FCC Consent") to the Assignment Application for consent to the voluntary assignment of the Licenses (the "Application") is required before consummation of this Agreement can occur. The parties agree to file the- Application within ten (10) business days of entering into this Agreement and Buyer agrees to pay the FCC filing fee. The parties agree and pledge to each other all reasonable mutual co-operation to achieve approval by the FCC of the Application, including but not limited to prosecuting the Application in good faith and in due diligence so as to achieve grant and

finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

6. **Closing Date.** Closing shall take place no more than one (1) day after FCC approval of the assignments of the stations from Seller to Buyer and shall take place at a location to be mutually agreed upon, or by wire transfer and telecopier or email exchange of signed closing documents to be followed with delivery of the originals by overnight courier.

7. **Title to and Condition of Sale Assets.** Trinity currently has, and Seller will have at the Closing title to all Sale Assets, free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to paragraph 2.b. hereof ("Permitted Liens"). All of the items of Sale Assets will be conveyed "as-is/where-is" with no representations or warranties as to operating condition or repair.

8. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer, the truth and accuracy of each of the following being expressly material to Buyer's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Seller is a limited liability company duly organized and validly existing under the laws of the District of Columbia and possesses the requisite legal and corporate authority (i) to own, lease, and use the Sale Assets as now owned, leased, or used, (ii) to conduct the business and operations of the Stations as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* The execution, delivery, and performance by Seller of this Agreement and the documents contemplated herein (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or

ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* **Schedule A** contains a true and complete list of the Licenses. Seller is the authorized legal holder of the Licenses. To Seller's knowledge none of the Licenses is subject to any material restriction or condition not disclosed therein. The conduct of the business and operations of the Stations is in accordance with the Licenses in all material respects. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Stations.

e. *Transmission Equipment.* **Schedule B** contains a true and complete list of all Transmission Equipment owned by Seller and used or useful in the operation of the Stations.

f. *Consents.* Except for the FCC Consents described in paragraph 5 above, and except for such consents as may be required with regard to the Tower Leases that are disclosed in **Schedule C**, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Assets to Buyer.

g. *Claims and Legal Actions.* Except for any investigations or rule making proceedings generally affecting the broadcasting industry, to Seller's knowledge, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree or judgment (collectively, "Litigation"), in progress or pending or threatened, against or relating to Seller with respect to its ownership or operation of the Stations, nor does Seller know of any basis for such Litigation, including performance of Seller's obligations set forth herein.

h. *Compliance with Laws.* To the Seller's knowledge it has complied in all material respects with the Licenses and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership and operation of the Stations. To Seller's knowledge, neither the ownership, nor use of the properties of the Stations, nor the conduct of the business or operations of the Stations conflicts with the rights of any other person or entity.

i. *Broker.* No broker, finder or other person has been employed by Seller or is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Seller.

j. *Tower Leases.* **Schedule C** includes an accurate description of all Tower Leases. Seller has received no notice alleging that any of the Stations' operations under its Tower Lease fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions. The Tower Leases are in full force and effect, all accrued and currently payable rents and other payments required to be paid under the Tower Leases have been paid and neither Trinity nor, to Seller's knowledge any other party thereto is in default under any of the Tower Leases.

k. *Full Disclosure.* No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto, contains or will contain any untrue statement of a material fact, or omits or will omit any material fact required to make any statement made herein or therein not misleading.

9. **Buyer's Representations and Warranties.** The truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, Buyer represents and warrants to Seller, as follows:

a. *Standing and Authority.* Buyer is a limited liability company with all requisite power and authority under the laws of the state of Tennessee (i) to own, lease, and use the Sale Assets, (ii) to conduct the business and operations of the Stations, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by Seller hereunder and thereunder. Buyer is or will prior to the Closing Date be authorized, qualified, or licensed to do business in the State of Tennessee, and to own, lease, and use the Sale Assets.

b. *Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer has been duly authorized by all necessary corporate actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with the organizational documents of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance,

injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a Party or by which Buyer may be bound.

d. *Qualification.* Buyer is legally and financially qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to acquire the Stations.

e. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

f. *Claims and Legal Actions.* To Buyer's knowledge, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such Litigation.

10. **Conditions Precedent to Buyer's Obligations.** The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. The Stations shall be operating in compliance with all FCC Licenses;

b. The Application shall have been granted by the FCC, without the imposition on Buyer of any materially adverse conditions requiring Buyer's compliance, the grant shall have become a Final Order, and Seller shall have complied with any conditions imposed on it by the FCC Consents.

c. Seller shall be the holder of all FCC Licenses and there shall not have been any modification of or any condition or restriction imposed upon the FCC license that could have a materially adverse effect on the Stations or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely any FCC License.

d. All representations and warranties of Seller contained in this Agreement shall be true and complete in all respects at and as of the Closing Date as

though made at and as of that time except to the extent that breaches of the representations and warranties of Seller do not individually or in the aggregate materially adversely affect the Stations taken as a whole or the ability of Seller to complete the transaction.

e. Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

f. Seller shall have made or stand ready and willing to make all the deliveries to Buyer set forth in paragraph 12 below.

g. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (i) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) questions the validity or legality of any transaction contemplated hereby; or (iii) seeks to enjoin any transaction contemplated hereby.

11. **Conditions Precedent to Seller's Obligations.** The obligations of Seller under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. The donation Trinity donation transaction shall have been consummated and Seller shall be the licensee of the Stations.

b. The Application shall have been granted without the imposition on Seller of any materially adverse conditions requiring Seller's compliance, and Buyer shall have complied with any conditions imposed on it by the FCC Consents.

c. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

d. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. Buyer shall have made or stand ready and willing to make all the deliveries set forth in paragraph 13 below.

f. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

12. **Closing Deliveries By Seller.** At the time and in the manner prescribed in paragraph 6 above, Seller shall make the following Closing Deliveries to Buyer:

a. *Transfer Documents.* Duly executed bills of sale, assignments (including an assignment of the FCC Licenses), and other transfer documents which shall be sufficient to vest title to the Sale Assets in the name of Buyer.

b. *Tower Leases.* Consents of the landlords under the Tower Leases if required, for assignments of such agreements to Buyer.

13. **Closing Deliveries By Buyer.** At the time and in the manner prescribed in paragraph 6 above, Buyer shall make the following Closing Deliveries to Seller:

a. *Purchase Price.* The Purchase Price as described in paragraph 2 above, plus or minus any closing adjustments.

b. *Tower Leases.* Such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Tower Leases and any other Assumed Obligations.

14. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

a. by mutual written consent of Buyer and Seller;

b. by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; (ii) breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

c. by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; or (ii) breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants

or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

d. by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the Application;

e. if the FCC designates the Application for hearing, provided that the party seeking to terminate shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such party to furnish or make available to the Commission information required to be supplied by such party, or (ii) the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the party seeking to terminate this Agreement; or

f. by written notice of Seller to Buyer, or of Buyer to Seller, if the Closing shall not have been consummated on or before a date which is six (6) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

g. If Buyer violates any provision of the LMA.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for thirty (30) days thereafter.

#### 15. **Damages/Remedies.**

a. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

b. Upon termination under Section 14.a, d, e, or f., this Agreement shall be deemed null and void, the Deposit shall be returned to Buyer, and neither party will have any further liability or obligation to the other, except with respect to paragraph 19 with respect to expenses.

c. If this Agreement is terminated pursuant to Section 14 b. due to default of Seller, Buyer may in lieu of return of the Deposit, which shall be its exclusive remedy at law, bring an action in equity for specific performance. In any action by Buyer to enforce the provisions hereof by specific performance, Seller shall waive the defense that there is an adequate remedy at law or in equity and agree that Buyer shall have the right to obtain specific performance of the terms of this Agreement. shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit

d. Upon termination under Section 14.c, due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Deposit and all interest thereon as liquidated damages.

16. **Allocations.** On or before the Closing Date, the parties hereto will agree to an allocation of the Purchase Price consistent with the federal Internal Revenue Code and the rules and regulations of the Internal Revenue Service, and will jointly execute IRS Form 8594 at the Closing.

17. **Interference with Operations/Operations Pending Closing.** From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Stations; however, Buyer shall be permitted a reasonable opportunity to review books and records of the Stations and to inspect the physical condition of the Sale Assets. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Stations, incur any debts or obligations against the Stations, or otherwise interfere in the operations of the Stations.

18. **Indemnification; Survival.**

a. *By Seller.* From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, damages, liabilities and expenses (“Buyer’s Damages”) incurred by Buyer arising out of or resulting from (i) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (ii) the business and operation of the Stations before the Closing.

b. *By Buyer.* From and after the Closing Buyer shall defend, indemnify and hold harmless Seller from and against all losses, costs, damages, liabilities and expenses, including reasonable attorney’s fees and expenses incurred by Seller arising out of or resulting from (i) any failure by Buyer to perform any covenants or agreement or agreement contained in this Agreement or any other breach or default by Buyer under this Agreement; the failure of Buyer to perform any assumed obligations; and (iii) the business or operation of the of the Stations after the Closing.

c. *Claims Pursuant to Indemnities.* If any claim covered by the foregoing indemnities is asserted against any other indemnified Party (the “Indemnatee”), the Indemnatee shall promptly give the other Party (the “Indemnitor”) notice of such claim. Under no circumstance shall any claim for indemnification hereunder arise until the aggregate amount of all such claims exceeds the sum of \$1,000 and then shall be limited to only the extent of such excess up to the total amount of the Purchase Price.

d. ***Survival.*** The representations and warranties contained herein and in the documents to be executed and delivered in connection herewith shall survive the Closing for a period of thirty (30) days from the Closing Date.

19. **Expenses.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

20. **Benefit and Binding Effect; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party hereto may assign this Agreement without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, except that Buyer may assign this Agreement to a wholly-owned subsidiary upon notice to Seller. Upon any permitted assignment by Buyer or Seller in accordance with this paragraph, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be, provided that such assignment shall not release Buyer or Seller from its respective obligations hereunder.

21. **Further Assurances.** The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Sale Assets to Buyer pursuant to this Agreement.

22. **Governing Law.** This Agreement shall be governed, construed and enforced by and in accordance with the laws of the Delaware, without regard to the "Choice of Law" provisions thereof.

23. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

24. **Gender and Number.** Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

25. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, received by facsimile or e-mail, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on

the date of personal delivery, the facsimile, the e-mail or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:

MMTC Broadcasting LLC  
3636 16<sup>th</sup> Street, N.W.- Suite B-366  
Washington, DC 20010  
Attention: David Honig, Esq.

If to Buyer: Digital-Networks, LLC  
100 Martin Luther King Blvd  
Chattanooga, TN

26. **Entire Agreement.** This Agreement, the schedules hereto, and other certificates and other documents, including the Escrow Agreement, to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes the Asset Purchase agreement signed November 11, 2010 and all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

27. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this paragraph.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

29. **No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than

the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

30. **Severability**. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

[Remainder of page intentionally blank]

[Signature page to Digital-Networks LLC APA]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS  
AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

SELLER:

**MMTC BROADCASTING LLC**

By: 

David Honig

Title: President and Executive Director

BUYER:

**DIGITAL-NETWORKS, LLC**

By: 

Title:

## Schedule A - Licenses

	Facility ID Number	Call Sign	City	State
1	129454	K40JT	ALBERT LEA	MN
2	67049	W18BT	ALPENA	MI
3	28783	W50CL	ANDERSON	SC
4	68085	K44BQ	ARDMORE	OK
5	47722	W50CZ	ASHEVILLE	NC
6	129783	K15FW	BATESVILLE	AR
7	68027	W19CH	BEAUFORT	SC
8	129475	K42FH	BEMIDJI	MN
9	67951	K33AG	BEND	OR
10	3164	K46DY	BISMARCK	ND
11	67974	K51IO	BULLHEAD CITY	AZ
12	67941	W16AL	BURLINGTON	VT
13	129009	K36GD	CARLSBAD	NM
14	68097	K19FY	CHICO	CA
15	129503	W56DY	CLEVELAND	MS
16	68029	K47ED	COLLEGE STATION	TX
17	68080	W25AD	COLUMBUS	MS
18	68024	W43BP	CRESAPTOWN	MD
19	68036	K61HD	DAVENPORT	IA
20	68090	W59DG	ELMIRA	NY
21	68016	W48CH	ERIE	PA
22	58773	W30BD	EUFAULA	AL
23	68013	K35KD	FARGO	ND
24	68052	W47CM	GLENS FALLS	NY
25	68089	W42CY	GREENVILLE	MS
26	67904	W44CN	GREENVILLE	NC
27	129389	K34HC	HILO	HI
28	67905	K38CQ	HURON	SD
29	1016	K50JG	INDEPENDENCE	KS
30	68008	W22CJ	JACKSONVILLE	NC
31	130646	K38HU	KAILUA-KONA	HI
32	68063	K58BG	KLAMATH FALLS	OR
33	68033	W46DC	KNOXVILLE	TN
34	68000	W23AQ	LAKE CITY	FL

35	67912	K49GC	LAWTON	OK
36	68077	K48CG	LOVELAND	CO
37	67975	K31BW	MANHATTAN	KS
38	67894	K27GZ	MARIPOSA	CA
39	68072	W36AC	MCCOMB	MS
40	68082	W52BO	MEADVILLE	PA
41	129668	K21GQ	MINOT	ND
42	67926	W61DG	MORRISTOWN	TN
43	68046	K41HC	MOUNTAIN HOME	AR
44	47084	K42HI	MUSCATINE	IA
45	1015	K25GJ	MUSKOGEE	OK
46	68018	K21HS	NORFOLK	NE
47	67899	K26CV	OGALLALA	NE
48	68012	W30BW	OLEAN	NY
49	47721	K39JV	OPELOUSAS	LA
50	68037	W45BW	PARKERSBURG	WV
51	67918	K41JC	POCATELLO	ID
52	68030	K39CP	POPLAR BLUFF	MO
53	47717	W32CA	PORTLAND	ME
54	68066	K33CO	RAPID CITY	SD
55	129701	K32GF	RHINELANDER	WI
56	67783	W45CN	ROCKY MOUNT	NC
57	129875	K50IA	ROSWELL	NM
58	68040	K15CN	SALINA	KS
59	70099	K44FJ	SAN ANGELO	TX
60	68095	K20BW	SAN ANTONIO	TX
61	68020	K38CX	SHONTO	AZ
62	67998	K56GF	SIOUX FALLS	SD
63	68054	K19BG	ST. CLOUD	MN
64	67986	W36CO	ST. PETERSBURG	FL
65	1006	W19CX	STERLING-DIXON	IL
66	68035	W43BV	TERRE HAUTE	IN
67	60814	K30EA	TEXARKANA	TX
68	1008	W46BU	TUSCALOOSA	AL
69	68096	K25EV	TWIN FALLS	ID
70	67994	W51CV	UTICA	NY
71	68042	K15BV	UVALDE	TX
72	68053	K39AK	VERNAL	UT
73	129370	W14CQ	VIDALIA	GA

	<b>Facility ID Number</b>	<b>Call Sign</b>	<b>City</b>	<b>State</b>
74	67879	K44FK	WATERLOO	IA
75	67935	W36DH	WAUPACA	WI
76	67881	W45CU	WAYCROSS	GA
77	68087	K40DE	WILLISTON	ND
78	67988	W16BT	ZANESVILLE	OH

## Schedule B - Transmission Equipment

City	St	Call	Ch	Facility ID	Ant Make	Ant Model	Xmtr Make	Xmtr Model
Albert Lea	MN	K40JT	40	129454	ERI	AL-8	ITS	830A
Alpena	MI	W18BT	18	67049	Andrew	ALP16L2-HSWR	ITS	830A
Anderson	SC	W50CL	50	28783	Andrew	ALP16L2-HSOC	ITS	830
Ardmore	OK	K44BQ	44	68085	Andrew	ATW24L3HSN	ITS	230
Asheville	NC	W50CZ	50	47722	Andrew	ALP16L2-HSER	Axcera	830
Batesville	AR	K15FW	15	129783	ERI	AL-8	Axcera	LU1000AT
Beaufort	SC	W19CH	19	68027	Andrew	ALP16L2-HSOC	ITS	1230A
Bernidji	MN	K42FH	42	129475	Andrew	AL-8	Axcera	830A
Bend	OR	K33AG	33	67951	Bogner	B16UA	TTC	XL100MU
Bismarck	ND	K46DY	46	3164	Andrew	AL-8W	ITS	830
Bullhead City	AZ	K51IO	51	67974	MCI	955514	ITS	1230A
Burlington	VT	W16AL	16	67941	Andrew	ALP12L2-HST	ITS	1230A
Carlsbad	NM	K36GD	36	129009	Andrew	AL-8	ITS	830B
Chico/Paradise	CA	K19FY	19	68097	Andrew	ALP16L2-HSWR	ITS	830A
Cleveland	MS	W56DY	56	129503	ERI	AL-8	Axcera	LU250AT
College Station	TX	K47ED	47	68029	Andrew	ALP16L2-HSOC	ITS	1230
Columbus	MS	W25AD	25	68080	Andrew	AL-8	ITS	220
Cresaptown	MD	W43BP	43	68024	Andrew	AL-8	TTC	XL-100
Davenport	IA	K61HD	61	68036	Andrew	AL-8	TTC	XL1000MU
Elmira	NY	W59DG	59	68090	Andrew	AL-8	ITS	830A
Erie	PA	W48CH	48	68016	Andrew	ALP16L2-HSOC	Pineapple	XL1000MU
Eufaula	AL	W30BD	30	58773	Andrew	AL-8	ITS	220
Fargo	ND	K35HO	35	68013	ERI	AL-8N	ITS	1230A
Glens Falls	NY	W47CM	47	68052	Andrew	ALP16L2-HSOC	ITS	230A
Greenville	MS	W42CY	42	68089	Andrew	ALP16L2-HSOC	ITS	830A
Greenville	NC	W44CN	44	67904	ERI	ALP16L2-HSOC	ITS	834A
Hilo	HI	K34HC	34	129389	Andrew	AL-8	Axcera	803B
Huron	SD	K38CQ	38	67905	Andrew	AL-8	ITS	230A
Independence	KS	K50JG	50	1016	Andrew	ALP16L2-HSOC	ITS	832A
Jacksonville	NC	W22CJ	22	68008	Andrew	ALP12L2-HSOC	ITS	830A
Kailua-Kona	HI	K38HU	38	130646	ERI	AL-8	Axcera	830B
Klamath Falls	OR	K58BG	58	68063	Scala	SL-8	TTC	XLS1000MU
Knoxville	TN	W46DC	46	68033	Andrew	ALP16L2-HSOC	ITS	834
Lake City	FL	W23AQ	23	68000	Andrew	ALP32L3-HSOC	ITS	1230

City	St	Call	Ch	Facility ID	Ant Make	Ant Model	Xmtr Make	Xmtr Model
Lawton	OK	K49GC	49	67912	Andrew	AL-8	ITS	834A
Loveland	CO	K48CG	48	68077	Andrew	ALP16L2-HSER	ITS	1230A
Manhattan	KS	K31BW	31	67975	Scala	SL-8	ITS	1230A
Mariposa	CA	K27GZ	27	67894	Andrew	ALP24L3-HSER-27		
Mc Comb	MS	W36AC	36	68072	Bogner	B16UB	Pineapple	XL1000MU
Meadville	PA	W52BO	52	68082	Andrew	AL-8	ITS	1230A
Minot	ND	K21GQ	21	129668	Andrew	AL-8	ITS	1230
Morristown	TN	W61DG	61	67926	Andrew	ALP16L2-HSOC	ITS	230A
MountainHome	AR	K41HC	41	68046	Andrew	AL-8	ITS	230
Muscataine	IA	K42HI	42	47084	ERI	ALP16L2-HSOC	ITS	1230A
Muskogee	OK	K25GJ	25	1015	Andrew	AL-8	ITS	832-A
Norfolk	NE	K21HS	21	68018	Andrew	ALP16L2-HSOC	ITS	820
Ogallala	NE	K26CV	26	67899	Scala	SL-8	ITS	220A
Olean	NY	W30BW	30	68012	Andrew	ALP8L1-HSOC	ITS	230
Opelousas	LA	K39JV	39	47721	Andrew	ALP16L2-HSOC	Axcera	830A
Parkersburg	WV	W45BW	45	68037	Andrew	ALP16L2-HSER	ITS	230A
Pocatello	ID	K41JC	41	67918	Andrew	ALP-8L1-HSER	ITS	1230A
Poplar Bluff	MO	K39CP	39	68030	Andrew	ATW12L2-HSN	TTC	XL1000MU
Portland	ME	W32CA	32	47717	Andrew	ALP24L3-HSW	Axcera	830A
Rapid City	SD	K33CO	33	68066	Bogner	LPS2	Pineapple	XL1000MU
Rhineland	WI	W32GF	32	129701	Andrew	AL-8	Axcera	830B
Rocky Mount	NC	W45CN	45	67783	Andrew	AL-8	ITS	830A
Roswell	NM	K50IA	50	129875	Andrew	AL-8	Axcera	825
Salina	KS	K15CN	15	68040	Scala	SL-8	ITS	1230
San Angelo	TX	K44FJ	44	70099	Andrew	ALP12L2-HSM	ITS	1230A
San Antonio	TX	K20BW	20	68095	Bogner	B24UB	ITS	230A
Shonto	AZ	K38CX	38	68020	Andrew	AL-8	TTC	XL100MU
Sioux Falls	SD	K56GF	56	67998	Andrew	AL-8	ITS	1230
St. Cloud	MN	K19BG	19	68054	Bogner	B16US	TTC	XLS1000MU
St. Petersburg	FL	W36CO	36	67986	Andrew	ALP16L9-HSNR-36		
Sterling/Dixon	IL	W19CX	19	1006	ERI	AL-8	ITS	1230
Terre Haute	IN	W43BV	43	68035	Andrew	ALP16L2-HSOC	ITS	834A
Texarkana	TX	K30EA	30	60814	Andrew	ALP12L2-HSOC	ITS	1230A

<b>City</b>	<b>St</b>	<b>Call</b>	<b>Ch</b>	<b>Facility ID</b>	<b>Ant Make</b>	<b>Ant Model</b>	<b>Xmtr Make</b>	<b>Xmtr Model</b>
Twin Falls	ID	K25EV	25	68096	Andrew	AL-8	ITS	1230A
Utica	NY	W51CV	51	67994	Andrew	AL-8	ITS	230A
Uvalde	TX	K15BV	15	68042	MCI	955512	TTC	XL100MU
Vernal	UT	K39AK	39	68053	Scala	(2) 4DR-4S	TTC	XL100MU
Vidalia	GA	W14CQ	14	129370	Andrew	ALP16L5-HSOC	Axcera	830B
Waterloo	IA	K44FK	44	67879	Andrew	AL-8	ITS	230
Waupaca	WI	W36DH	36	67935	Andrew	ALP16L2-HSOC	ITS	1230A
Waycross	GA	W45CU	45	67881	ERI	ALP16L2-HSOC	ITS	1230A
Williston	ND	K40DE	40	68087	Scala	SL-8	TTC	XL100MU
Zanesville	OH	W16BT	16	67988	Andrew	ALP12L2-HSOC	ITS	834A

**Schedule C - Tower Leases**

Previously Provided

**FIRST ADDENDUM TO REVISED ASSET PURCHASE AGREEMENT**

This First Addendum to that certain Revised Asset Purchase Agreement dated the 02 day of May, 2011, by and between MMTC Broadcasting, LLC ("Seller") and Digital Networks, LLC ("Buyer").

WHEREAS, the parties have executed the Revised Asset Purchase Agreement as of the date indicated herein and the parties wish to add an addendum to cover certain understandings and agreements relative to a training program.

NOW, THEREFORE, the parties hereby agree as follows:

**Training Program.** Buyer, in coordination with Seller, shall create and implement a training and support program for minority candidates for certain regional locations administered and owned by Buyer, with the specific goal to develop a job description plan, methods of operations and procedures for certain candidates to learn and implement a local advertising and marketing program at the base level for certain stations operated by Seller on terms determined by Seller and Buyer through their joint efforts.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS FIRST ADDENDUM TO REVISED ASSET PURCHASE AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER:

MMTC BROADCASTING, LLC

By:   
David Honig

Title: President and Executive Director

BUYER:

DIGITAL NETWORKS, LLC

By:   
Henry G. Luken III

Title: President