

## PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**"), dated June 1, 2010 ("**Effective Date**"), is between New Age Media of Pennsylvania License, LLC, a Delaware limited liability company ("**New Age**") and Christian Television Corporation, Inc., a Florida non-profit corporation ("**CTC**").

### WITNESSETH:

WHEREAS, New Age holds a construction permit issued by the Federal Communications Commission ("**FCC**"), FCC File No. BMPCDT-20090205ABM, (the "**Permit**") for the construction of a new digital television broadcast station, Channel 49, Tupelo, Mississippi (the "**Station**");

WHEREAS, CTC desires to receive an assignment of the FCC construction Permit (and any other associated authorizations) relating to the Station; and

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Purchase Price. CTC shall pay New Age the sum of Six Hundred Fifty Thousand Dollars (\$650,000.00) at the Closing (as defined herein) of the transaction. Concurrent with the execution of this Agreement, CTC shall deposit the amount of Sixty-Five Thousand Dollars (\$65,000.00) (the "**Escrow Deposit**") with Hadden & Associates, Inc., in its capacity as an escrow agent ("**Escrow Agent**") as a deposit against the Purchase Price, and in accordance with the terms of the escrow agreement attached hereto as Exhibit 2 ("**Escrow Agreement**"). The Escrow Agreement will be signed by New Age, CTC and Escrow Agent concurrently with the execution of this Agreement. At Closing, New Age and CTC shall join in causing the Escrow Deposit to be released and applied to the purchase price and remitted to New Age. If this Agreement is terminated by New Age as a result of a material breach or default by CTC, the Escrow Deposit shall be disbursed to New Age and credited as payment of liquidated damages. If this Agreement is terminated for any other reason, the Escrow Deposit shall be disbursed to CTC. The parties shall each instruct the Escrow Agent to disburse the Escrow Deposit, and any interest accrued, to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

2. FCC Applications.

(a) Assignment Application and Consent. It is specifically understood and agreed by CTC and New Age that consummation of the transaction contemplated hereby is expressly conditioned on and is subject to the prior consent and approval of the FCC. Within five (5) days after execution of this Agreement, the parties shall file with the FCC an application for assignment of the FCC construction permit from New Age to CTC (the "**Assignment Application**"). The parties shall thereafter use all reasonable efforts to obtain the grant of the FCC application as expeditiously as practicable.

(b) Modification Application. New Age hereby consents to and shall reasonably cooperate at CTC's expense with the filing by CTC, in CTC's name, of an application to modify

the Permit pursuant to Section 73.3517(a) of the Commission's Rules (the "Modification Application"), and in accordance with such rules, New Age agrees to provide written permission to CTC to file the Modification Application within five (5) business days of the filing of the Assignment Application. The Modification Application shall be filed as contingent upon FCC approval of the Assignment Application and the consummation of the transactions contemplated by this Agreement. CTC shall be solely responsible for all costs, expenses and fees associated with the filing and prosecution of the Modification Application. CTC agrees to diligently prosecute the Modification Application, and to use all reasonable efforts to obtain the grant of the Modification Application as expeditiously as practicable.

3. Sale and Assignment. Subject to the FCC consent required in Paragraph 2(a), New Age shall convey, transfer, assign and deliver to CTC, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature (i) the Permit, as described on Exhibit 1 and (ii) all files, records and books of account relating to the Station, if any, including technical information, engineering data, FCC filings, and the public inspection file used in connection with the operation of the Station.

4. Closing. (A) Except as otherwise mutually agreed upon by New Age and CTC, the consummation of the transaction contemplated herein ("**Closing**") shall take place within three business days after the FCC's consent of the assignment becomes a "Final Order". As used herein, "Final Order" means a written action or order issued by the FCC setting forth the FCC's consent (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which under the Communications Act of 1934 and the rules and regulations of the FCC, no requests have been filed for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such requests and for the FCC to set aside the action on its own motion has expired. Notwithstanding the foregoing, CTC may elect to proceed with the Closing upon public notice of the grant of FCC's consent but prior to the date on which the FCC consent shall have become a Final Order.

(B) Closing is contingent upon the Permit remaining in full force and effect.

5. Construction of Station. CTC acknowledges and represents that it has reviewed the terms of the Permit issued by the FCC, specifically including the time frame in which construction of the Station is required. New Age makes no further representation, express or implied, about the Permit or Station. Any actions taken by CTC between the date of this Agreement and the Closing (including its equipment purchases or tower leases, if any) shall be at the sole risk of loss of CTC. Other than as permitted in this Agreement, CTC shall not take any actions inconsistent with the terms or parameters of the Permit. Other than in connection with the Assignment Application or the Modification Application, CTC shall not make any filings or communications with the FCC (with respect to the Station or Permit) without the prior written consent of New Age.

6. Control of Station. Prior to Closing, CTC shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station; such operations, including complete control and supervision of all of the programs, employees, and policies of the Station, shall be the sole responsibility of the New Age until the Closing.

7. Indemnification.

(A) CTC hereby agrees to indemnify and hold New Age and its officers, directors, employees, agents, and their respective attorneys, representatives, heirs, beneficiaries, successors and permitted assigns harmless from any and all losses, liabilities, obligations, damages, costs and expenses (including any and all notices, actions, suits, proceedings, claims, demands, assessments, judgments, costs, penalties and expenses, including reasonable attorneys' and other professionals' fees and disbursements) based upon, attributable to or resulting from the transactions contemplated by CTC's (i) use, installation or possession of any equipment (ii) broadcasts or programming; (iii) all liabilities of CTC arising out of the ownership, control or authority to purchase the Permit or (iii) other obligations related to the Station, including any tower lease or the Modification Application (if approved and coordinated with New Age), that CTC may initiate undertake in order to facilitate construction of the Station.

(B) New Age hereby agrees to indemnify and hold CTC and its officers, directors, employees, agents, and their respective attorneys, representatives, heirs, beneficiaries, successors and permitted assigns harmless against any and all losses, liabilities, obligations, damages, costs and expenses, (including any and all notices, actions, suits, proceedings, claims, demands, assessments, judgments, costs, penalties and expenses, including reasonable attorneys' and other professionals' fees and disbursements) based upon, attributable to or resulting from the transactions for and against (i) all liabilities of New Age arising out of the ownership, control or authority to sell the Permit, (ii) all liabilities not assumed by CTC pursuant to this Agreement, and (iii) all liens, charges, or encumbrances on the assets transferred.

8. New Age represents and warrants to CTC as follows, each of which will be true and accurate as of Closing:

(a) Organization, Standing and Authority. New Age is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. New Age has all requisite company power and authority to own, lease, and use the Assets as now owned, leased, and used. New Age has all requisite company power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by it hereunder and thereunder.

(b) Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement, and the execution, delivery and performance of any other documents to be delivered or executed in connection with this Agreement and the transactions contemplated by this Agreement, by New Age have been (or, with respect to such other documents, will prior to Closing be) duly authorized by all necessary actions on the part of New Age. This Agreement has been and all such other documents will prior to Closing be duly executed and delivered by New Age and constitute the legal, valid, and binding obligation of New Age, enforceable in accordance with their 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) Litigation. Except for any FCC rulemaking proceedings generally affecting the broadcasting industry, there are no claims, actions, suits, litigation, labor disputes, arbitrations, proceedings, or investigations pending or, to the best knowledge of New Age, threatened against, relating to, or affecting the Permit or Station, New Age's ownership of the Permit, or the transactions contemplated by this Agreement.

(d) Disclosure. The representations and warranties of New Age herein or in any document, exhibit, statement, certificate or schedule furnished by or on behalf of New Age to CTC as required by this Agreement do not contain nor will contain any untrue statement of a material fact or omit or will omit to state any material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

(e) Broker. New Age has retained Hadden & Associates, Inc. ("**Hadden**"), individually and not acting within the scope of its duties as the Escrow Agent, as its broker for this transaction and shall be solely responsible for the fee of Hadden equal to the greater of (i) 5% of the purchase price or (ii) Twenty Five Thousand Dollars. The fee owed to Hadden is only payable upon the consummation of the transaction, and will be paid within 5 business days of the Closing. New Age agrees to indemnify and hold CTC harmless against any claim from Hadden based upon any agreement, arrangement or understanding between Hadden and New Age with respect to the brokerage fee.

(f) Insolvency Proceedings. No insolvency proceedings of any kind, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting New Age or the Permit are pending or, to New Age's knowledge, threatened, and New Age has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

9. CTC represents and warrants to New Age as follows, each of which will be true and correct as of the Closing:

(a) Organization and Standing. CTC is a non-profit corporation, validly existing, and in good standing under the laws of the State of Florida. CTC has all requisite corporate power and authority to own, lease, and use its assets and to conduct its business as now conducted. CTC has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by it hereunder and thereunder.

(b) Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement, and the execution, delivery and performance of any other documents to be delivered or executed in connection with this Agreement and the transactions contemplated by this Agreement, by CTC have been (or, with respect to such other

documents, will prior to Closing be) duly authorized by all necessary actions on the part of CTC. This Agreement has been and all such other documents will prior to Closing be duly executed and delivered by CTC and constitute the legal, valid, and binding obligation of CTC, enforceable in accordance with their 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) Litigation. There are no claims, actions, suits, litigation, labor disputes, arbitrations, proceedings, or investigations pending or, to the best knowledge of CTC, threatened against CTC that would prohibit the transactions contemplated by this Agreement.

(d) Disclosure. The representations and warranties of CTC herein or in any document, exhibit, statement, certificate or schedule furnished by or on behalf of CTC to New Age as required by this Agreement do not contain nor will contain any untrue statement of a material fact or omit or will omit to state any material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

(e) CTC Qualified buyer. CTC is legally, financially and otherwise qualified to acquire the Permit. This qualification is consistent with the Communications Act of 1934, as amended, and the rules and regulations of the FCC. No circumstances exist which reasonably could support a conclusion by the FCC that CTC lacks the requisite qualifications to acquire the Permit and operate the Station.

(f) Insolvency Proceedings. No insolvency proceedings of any kind, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting CTC or any of its, or its corporate parents' assets or properties are pending or, to CTC knowledge, threatened, and CTC has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

10. Absence of Conflicting Agreements. Neither the execution, delivery or performance of this Agreement by CTC or New Age, nor the consummation of the transfer of the Permit, does or will: (i) conflict with, result in a breach of, or constitute a default under the articles of incorporation, bylaws or other governance documents of CTC or New Age, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any contract, agreement, arrangement, commitment or plan to which CTC or New Age is a party; or (ii) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority other than the FCC.

11. Cooperation. New Age and CTC will cooperate in all respects in connection with: (a) securing any nongovernmental approvals, consents and waivers of third parties necessary for the transfer of the Permit; and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority required by law in connection with the transfer of the Permit.

12. Fees and Expenses. Except as otherwise provided in this agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this agreement, including all fees and expenses of counsel and representatives. All FCC filing fees will be paid 50% by CTC and 50% by New Age. In the event New Age is required or requested to purchase any equipment on behalf of CTC in order to construct the Station, CTC shall pay New Age in advance of any expenses incurred.

13. Closing Documents. At the Closing, (i) the parties will execute an Assignment and Assumption Agreement, the form of which is listed on Exhibit 3; (ii) the parties will provide joint written instructions to the Escrow Agent for release of the Escrow Deposit; (iii) New Age will deliver a certificate of good standing issued by the Secretary of State of Delaware; (iv) New Age will deliver the Permit (or coordinate with CTC for the FCC to reissue a new Permit in CTC's name); (v) CTC will deliver the purchase price; (vi) CTC will deliver a certificate of good standing issued by the Secretary of State of Mississippi; and (vii) each of New Age and CTC will deliver such other documents as are reasonably necessary or requested in order to certify that all necessary corporate action has been taken to authorize the consummation of the sale and assignment of the Permit.

14. Termination.

(A) If either party shall be in material breach of any representation, warranty, or covenant contained in this Agreement, or any other agreement between the parties hereto, the non-breaching party, upon notice of such breach to the other (and the breach has continued without cure for a period of 15 days from receipt of such notice) may terminate this Agreement. In addition, either party may terminate this Agreement if the FCC rejects or denies the Assignment Application.

(B) If, by November 1, 2010, either the Closing has not been consummated or the FCC has not issued a Final Order (as defined in Paragraph 4), New Age shall be permitted (at any time thereafter) to terminate this Agreement, or any other agreement between the parties, without penalty or recourse. If New Age elects to terminate the Agreement under this Paragraph 14(B), the Escrow Deposit, and interest

earned thereon, shall be returned to CTC. If the Closing has not occurred within six (6) months from the Effective Date, CTC may terminate this Agreement.

15. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given upon personal delivery, three days after being mailed by registered or certified mail, return receipt requested, or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, addressed as follows:

To CTC: Christian Television Corporation, Inc.  
6922 142<sup>nd</sup> Avenue  
Clearwater, Florida 33758  
Facsimile: (727) 535-4722  
Attn: Robert D'Andrea

With a copy to (which shall not constitute notice):

Joseph C. Chautin, III, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 West Causeway Approach  
Mandeville, Louisiana 70471  
Facsimile: (985) 629-0778

To New Age: New Age Media of Pennsylvania License, LLC  
1181 Highway 315  
Plains, PA 18702  
Attn: John Parente

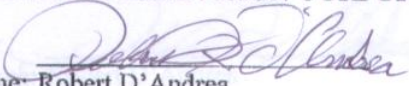
With a copy to (which shall not constitute notice):

Fletcher, Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, Suite 1100  
Arlington, Virginia 22209  
Attn: Jeffrey Gee, Esq.

16. Miscellaneous. This Agreement will inure to the benefit of and be binding upon New Age and CTC and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the State of Delaware without reference to choice of law rules. Nothing in this Agreement, express or implied, is intended to create or convey any rights to any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Purchase Agreement to be executed on the day first above written.

**CHRISTIAN TELEVISION CORPORATION, INC.**

By:   
Name: Robert D'Andrea  
Title: President

**NEW AGE MEDIA OF PENNSYLVANIA LICENSE, LLC**

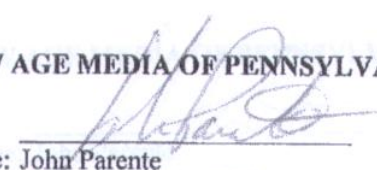
By:   
Name: John Parente  
Title: Chief Executive Officer



EXHIBIT 1

FCC CONSTRUCTION PERMIT

<b>File Number</b>	<b>Facility ID</b>	<b>Community of License</b>	<b>Expiration Date</b>
BMPCDT-20090205ABM	83946	Tupelo, Mississippi	3/25/2011

EXHIBIT 2

ESCROW AGREEMENT

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of this 1st day of June 2010 by and among New Age Media of Pennsylvania License, LLC, a Delaware limited liability company located at 1181 Highway 315, Plains, PA 18702 ("Seller"); Christian Television Corporation, Inc. ("Buyer"), a not-for-profit Florida corporation with a principal place of business at 6922 142nd. Avenue North, Largo, Florida 33771; and Hadden & Associates, Inc. (the "Escrow Agent") located at 147 Eastpark Drive Celebration, FL 34747.

### WITNESSETH

WHEREAS, concurrently with the execution of this Agreement, Seller and Buyer have entered into a Purchase Agreement (the "Agreement"), providing for the sale of a construction permit issued by the Federal Communications Commission for Channel 49, Tupelo, MS from Seller to Buyer; and

WHEREAS, pursuant to the Agreement, Buyer has agreed to provide for a deposit against the purchase price in the amount of Sixty Five Thousand Dollars (\$65,000.00) (the "Escrow Deposit"), to be applied, held and distributed by Escrow Agent as provided herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent. Buyer and Seller hereby appoint Escrow Agent for the purpose of receiving, holding and disbursing the Escrow Deposit in accordance with the terms of this Agreement.
2. Delivery of Funds to Escrow Agent. Concurrent with the execution of the Agreement, Buyer will deliver the Escrow Deposit to Escrow Agent. Escrow Agent shall invest the Escrow Deposit in an interest bearing account in a federally-insured financial institution. Escrow Agent shall not be held responsible for the failure of any financial institution or entity into which the Escrow Deposit are deposited or for the loss of all or any part of the Escrow Deposit, after they have been deposited with such financial institution or entity, or any interest accumulated thereon and proceeds there from ("Interest"). Escrow Agent shall hold said Escrow Deposit and Interest and disburse of the same as hereinafter provided.
3. Disposition of Escrow Deposit and Interest. Escrow Agent shall distribute and dispose of the Escrow Deposit and Interest as follows:
  - (a) Upon the Closing (as defined in the Agreement), the Escrow Deposit shall be paid to Seller, but all Interest shall be paid to Buyer.
  - (b) In the event the Agreement is terminated due to the material breach by or default of Buyer, then the Escrow Deposit and Interest shall be paid to Seller.

(c) In all other events, if the Agreement is terminated or if the Closing does not occur, the Escrow Deposit and all Interest shall be returned to Buyer.

(d) If any provision of this Paragraph with respect to the disposition of the Escrow Deposit or Interest is in conflict with any provision of the Agreement with respect to such disposition, then such provision in the Agreement shall control.

4. Controversies with respect to Escrow Deposit or Interest. Escrow Agent shall discharge its duties to dispose of the Escrow Deposit and Interest only upon the joint written instructions of Seller and Buyer or their duly designated representatives. If Escrow Agent shall not have received such joint written instructions, or a controversy shall exist between Buyer and Seller as to the correct disposition of the Escrow Deposit or Interest, Escrow Agent shall continue to hold the Escrow Deposit and Interest until:

(a) The receipt by Escrow Agent of the joint written instructions of Seller and Buyer as to the disposition of the Escrow Deposit and Interest; or

(b) The receipt by Escrow Agent of a final order entered by a court of competent jurisdiction determining the disposition of the Escrow Deposit and Interest; or

(c) Escrow Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the Escrow Deposit and all Interest into said court, in which event, Escrow Agent's duties, responsibilities and liabilities with respect to the Escrow Deposit, the Interest, and this Agreement shall terminate.

5. Concerning Escrow Agent. The following shall control the fees, resignation, discharge, liabilities and indemnification of Escrow Agent:

(a) Escrow Agent shall charge no fees for its services hereunder. The Escrow Agent shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by Escrow Agent in performance of its duties hereunder, which shall not exceed \$50 in the aggregate without the prior written consent of Seller and Buyer. Any reimbursement to Escrow Agent shall be paid 50% by Buyer and 50% by Seller.

(b) Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after giving such notice. If the parties hereto are unable to agree upon a successor agent within thirty (30) days after such notice, Escrow Agent shall be authorized to appoint its successor. Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and Escrow Agent deposits the Escrow Deposit and Interest with such successor escrow agent.

(c) Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof.

(d) Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or negligence.

(e) Each of Buyer and Seller agree to indemnify Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder. Buyer and Seller agree jointly to indemnify Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except in the case of liabilities incurred by Escrow Agent resulting from its own misconduct or gross negligence.

(f) Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash or security deposits.

#### 6. Miscellaneous:

(a) This Agreement shall be construed by and governed in accordance with the laws of the State of Delaware.

(b) This Agreement may not be assigned without the prior written consent of all parties. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Signatures on this Agreement transmitted by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

(d) Paragraph headings contained in this Agreement have been inserted for reference purposes only, and shall not be construed as part of this Agreement.

(e) Any notice given hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed duly given (i) if sent by registered or certified mail, return receipt requested, and with adequate postage prepaid, three days after such mailing; (ii) if hand delivered, when so delivered; or (iii) if transmitted by telegram or tele copy, when received (if a duplicate copy of such notice is also sent by first class mail to the addressee of such telegram or

Tupelo Escrow Agreement

tele copy). Such notice shall be sent to the parties hereto at the following addresses or fax numbers or to such other address or fax number as a party may request:

If to Buyer:

Christian Television of Mississippi, Inc.

6922 142nd. Avenue North, Largo, Florida 3377, Attention: Robert D'Andrea

If to Seller: New Age Media of Pennsylvania License LLC 1181 Highway 315, Plains, PA 18702, Attention: John Parente

If to Escrow Agent: Hadden & Associates 147 Eastpark Drive  
Celebration, FL 34747; Attention: Doyle Hadden

7. Termination. This Agreement shall automatically terminate upon the distribution of the Escrow Deposit and Interest in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SELLER: New Age Media of Pennsylvania License, LLC

By:   
John Parente, Chief Executive Officer

BUYER: Christian Television Corporation, Inc.

By: \_\_\_\_\_  
Robert D'Andrea, President

ESCROW AGENT: Hadden & Associates, Inc

By: \_\_\_\_\_  
Doyle Hadden, President

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If to Buyer:

Christian Television of Mississippi, Inc.

6922 142nd. Avenue North, Largo, Florida 3377, Attention: Robert D'Andrea

If to Seller: New Age Media of Pennsylvania License LLC 1181 Highway 315, Plains, PA 18702, Attention: John Parente

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Celebration, FL 34747; Attention: Doyle Hadden

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By: 

John Parente, Chief Executive Officer

BUYER: Christian Television Corporation, Inc.

By: 

Robert D'Andrea, President

ESCROW AGENT: Hadden & Associates, Inc

By: \_\_\_\_\_

Doyle Hadden, President

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If to Seller: New Age Media of Pennsylvania License LLC 1181 Highway 315, Plains, PA 18702, Attention: John Parente

If to Escrow Agent: Hadden & Associates 147 Eastpark Drive  
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By:

John Parente, Chief Executive Officer

BUYER: Christian Television Corporation, Inc.

By:

Robert D'Andrea, President

ESCROW AGENT: Hadden & Associates, Inc

By:

Doyle Hadden, President