

## PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made as of October 31, 2017 by and between Anco Media Group, LLC, a Florida limited liability company (“Anco” or the “Buyer”) and Zoo Communications, LLC, a Florida Limited Liability Company (“Zoo” or the “Seller”).

WHEREAS, Zoo is the licensee of Stations WZFL, Islamorada, FL, Facility ID No. 189556; WBGF, Belle Glade, FL, Facility ID No. 59661; W228BV, Ft. Lauderdale, FL, Facility ID No. 138576; and W228BY, Miami, FL, Facility ID No. 140483 (the “Stations”); and

WHEREAS, Zoo's principals agree to the sale of Zoo to Anco; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller’s interests in the Company for the consideration and on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

## ARTICLE I

### SALE AND PURCHASE OF SELLER'S INTEREST

1.1 Closing. Subject to the terms and conditions of this Agreement, the Closing of this transaction (the "Closing") shall take place on a date to be mutually agreed upon by Buyer and Seller (the "Closing Date"), but in no event later than on the fifth business day subsequent to the date upon which the FCC grant of the transfer of control application shall have become a Final Order (as defined below). A "Final Order" is defined as an action of the FCC which shall be final and no longer subject to administrative or judicial action, review, rehearing or appeal. Closing shall take place at such place as is mutually satisfactory to the parties and may be accomplished by the exchange of documents by facsimile, overnight courier or as otherwise agreed by Buyer and Seller. Buyer may elect to close prior to finality.

1.2 Sale and Purchase. In consideration for the sale of the principal's of Seller's entire ownership interest in the Zoo, Buyer hereby releases and discharges Seller, and its principals, heirs, administrators, executors, successors, assigns and/or representatives from any and all claims, demands or causes of action, known or unknown, which Seller and its principals may now have or may hereafter have arising from those agreements listed in Schedule A to this Agreement. In addition, a Buyer shall pay to Zoo the amount of One Million Dollars (\$1,000,000) in lawful money of the United States of America in the following manner:

(a) On the Closing Date, Buyer will pay Zoo pursuant to a promissory note in the form of Exhibit A attached hereto.

## **ARTICLE II**

### **FCC CONSENT**

Within five (5) business days of the date hereof, Buyer and Seller shall file an FCC application for Transfer of Control of the Company with the Federal Communications Commission (the “FCC” or “Commission”). Buyer and Seller will diligently take and fully cooperate in the taking of all reasonable steps and promptly provide any additional information reasonably requested in order to obtain a grant of the FCC application and shall take no action to delay or defeat FCC approval. Buyer shall pay the required FCC application filing fee.

## **ARTICLE III**

### **TERMINATION**

3.1 Termination by Seller. This Agreement may be terminated by Seller, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree or order against Buyer that would prevent or make unlawful the Closing.

(b) If Buyer is in material breach of any of its representations, warranties or covenants under this Agreement, and Buyer fails to cure its material breach within fifteen (15) days after Buyer receives written notice of such breach from Seller.

3.2 Termination by Buyer. This Agreement may be terminated by Buyer, if Buyer is not then in material default, upon written notice to Seller, upon occurrence of the any of the following:

(a) If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree or order against Seller and/or the Company which would prevent or make unlawful the Closing.

(b) If Seller is in material breach of any of its representations, warranties or covenants under this Agreement and Seller fails to cure its material breach within fifteen (15) days after receiving written notice of such breach from Buyer.

3.3 Specific Performance. It is agreed and understood that Seller's interest in the Company as a unique asset. Therefore, in the event of Seller's material breach of this Agreement which is the result of Seller's refusal to sell her interest in the Company to Buyer, Buyer may and shall be entitled to seek the equitable remedy of specific performance to enforce Seller's obligations hereunder to sell her interest in the Company to Buyer. Should an action for specific performance be brought by Buyer under this section, Seller waives any defense to such action in equity that Buyer has an adequate remedy at law.

**ARTICLE IV**  
**CONFIDENTIALITY**

Except as necessary for the consummation of the transaction contemplated by this Agreement and, except as and to the extent required by law, each party will keep confidential any information obtained from the other party in connection with the transaction contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transaction contemplated by this Agreement. Provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities which may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement.

**ARTICLE V**  
**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, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:                    Zoo Communications, LLC  
   250 NW 23<sup>rd</sup> Street  
   Unit 204  
   Miami, FL 33217

If to Buyer:                    Anco Media Group, LLC  
   c/o Shainis and Peltzman, Chartered

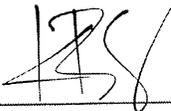
If to Buyer: Anco Media Group, LLC  
c/o Shainis and Peltzman, Chartered  
1850 M Street N.W.  
Suite 240  
Washington, D.C. 20036

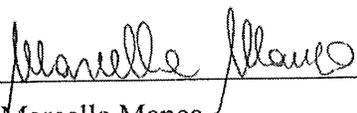
**ARTICLE VI**  
**COUNTERPARTS**

This Agreement may be signed on one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above:

SELLER:  
Zoo Communications, LLC

By:   
\_\_\_\_\_  
Kimberly Bianchini Scudellari

By:   
\_\_\_\_\_  
Marcella Manca

BUYER:

By:   
Marco Mazzoli

By:   
Claudia Dempe

## PROMISSORY NOTE

\$1,000,000

[date]

FOR VALUE RECEIVED, the undersigned Anco Media Group, LLC ("Maker"), promises to pay to the order of Zoo Communications, LLC ("Payee") or their successors and assigns, the principal amount of

One Million Dollars

(\$1,000,000)

in lawful money of the United States of America, as follows:

1. Payment of the total principal amount and interest at the rate of Three Percent (3%) per annum shall be payable as follows over five years with Payments to be rendered quarterly:
2. Maker shall have the right to prepay all or any portion of this Note without Payee's consent.
3. In the event that any default in the payment of any amount due hereunder continues uncured for a period of more than thirty (30) days after receipt of written notice of such default, the entire amount of principal shall be immediately due and payable, without presentment, protest, or further demand or notice of any kind, all of which are hereby expressly waived by Maker.
4. No delay on the part of the holder of this Note in the exercise of any power or right under this Note shall operate as a waiver thereof, nor shall a single or partial exercise of any such power or right.
5. If an action is brought to collect this Note, the Maker agrees to pay all actual and reasonable costs of collection including, without limitation, reasonable attorneys' fees.
6. This Note shall be deemed to have been made in and shall be governed by the laws of

the State of Florida.

MAKER:

Anco Media Group, LLC

By: \_\_\_\_\_  
Marco Mazzoli