

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is dated as of the 11<sup>th</sup> day of May, 2013, by and between MESA BROADCASTING COMPANY, a Colorado corporation ("Seller") with an address c/o Karsh Fulton Gabler Joseph PC, 950 South Cherry Street, Suite 710, Denver, CO 80246-2665 and PETER TRAN ("Buyer") whose address is 3743 Brems Street, San Diego, CA 92115.

Seller hereby agrees to sell, transfer and assign to Buyer all of Seller's right, title and interest in the license, permits and authorizations ("Licenses") issued to Seller by the Federal Communications Commission ("FCC") for the FM Translators set forth on **Exhibit A** annexed hereto, and all personal property used in connection therewith ("Assets") ("Translators"), free and clear of all claims, liens and encumbrances.

Seller also hereby agrees to assign to Buyer, and interest Seller has in any and all leases, contracts, licenses, maintenance or similar agreements used or useful in the operation of the Translators (collectively "Contracts") and to use Seller's best efforts to obtain any necessary consents to such assignments.

Seller and Buyer each acknowledge that this sale and assignment is contingent upon approval by the FCC and that in connection therewith, the parties shall use their best efforts and shall cooperate with each other and join in and file the appropriate assignment applications with the FCC in an effort to obtain that approval and they will each sign any required applications, amendments or other documents necessary to obtain the required FCC approvals and complete such assignment.

Upon approval by the FCC, Buyer and Seller each agree to sign any additional documents necessary to effect an assignment of the above-described Licenses and the Assets and Contracts associated therewith to Buyer for the total purchase price of Twelve Thousand Five Hundred Dollars (\$12,500.00), payable as follows:

(a) The sum of Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid by wire transfer from Buyer to Seller contemporaneously with the execution of this Agreement;

(b) Upon approval by the FCC, and upon full execution of all documents necessary to consummate the transfer of the Licenses, Assets, Translators and Contracts referenced above, Buyer shall pay to Seller the sum of Ten Thousand Dollars (\$10,000.00) in good funds, and that Seller shall do any and all further acts necessary to effect the assignment of the Licenses, Translators, Contracts and Assets no later than the date on which the aforesaid payment is made. As additional consideration for the Translator, Seller and Buyer will share equally in the payment of all filing fees in connection with the transfer and assignment of said Licenses.

In the event the FCC denies the request for assignment or has failed to approve it within one hundred eighty (180) days from the date hereof, the parties agree that this Agreement is

canceled and of no force or effect and all funds paid to Seller shall be returned within ten (10) business days thereafter.

Buyer may in Buyer's sole discretion, transfer and assign its rights hereunder to the purchase of one or more of the Translators; provided, however, that any such transfer or assignment will not relieve Buyer of its obligations to make the payments provided for herein.

This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

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

**SELLER:**

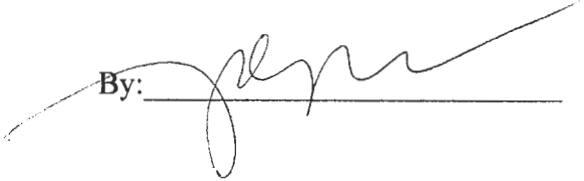
Mesa Broadcasting Company  
a Colorado corporation

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

Its: \_\_\_\_\_

**BUYER:**

Peter Tran

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