

Sand Mountain Broadcasting Service, Inc.

P.O. Box 190
Albertville, Alabama 35950

William Craiton Hamlin, Jr.
620 Grand Avenue, N.W.
Ft. Payne, AL 35967

Re: Purchase Agreement

Dear Mr. Hamlin,

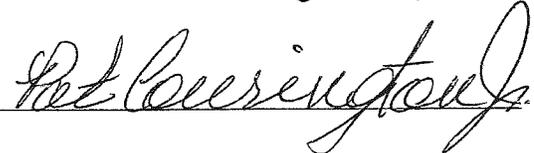
This letter agreement ("Letter") is made and entered into between Sand Mountain Broadcasting Service, Inc., as the "Buyer", and you as the "Seller."

You filed an application [file number BNPFT-20080620ALX] (the "CP Application") for Channel 284, for Ft. Payne, Alabama ("Station") with the Federal Communications Commission ("FCC"). You desire to sell to Buyer all construction permits, licenses and other authorizations which have been or may be issued by the FCC ("FCC Authorizations") resulting from the grant of the CP Application, and, if any, equipment and leases entered into by you for use with the Station (collectively the "Assets"). Buyer desires to buy from you the FCC Authorizations, and Assets to enable it to present programming rebroadcast from a radio station in compliance with the FCC's rules and policies now in effect or adopted later.

In consideration of One Thousand Dollars (\$1000.00) paid to you, the mutual obligations, and for other good and valuable consideration, the parties agree as follows: The Closing shall be within ten (10) days after the FCC grants an application for assignment of the FCC Authorizations ("Assignment Application"). Buyer may wait until the grant of the Assignment Application is final, which means a date beyond any date permitting protest, or reconsideration or appeal of a grant of the assignment. At Closing, you agree to sign a bill of sale and other appropriate documents customary to such assignments.

You agree to sign amendments to the CP Application, subject to your review, if any are needed and the Assignment Application needed to assign the FCC Authorizations to Buyer. Buyer and you will cooperate with the consulting engineer and legal counsel in connection with the foregoing. This Letter constitutes the entire agreement between us with respect to the subject matter of this Letter, shall be binding on and shall inure to the benefit of you and Sand Mountain and your/our respective assigns and successors in interest, and shall be governed by the laws of the State of Alabama.

Sand Mountain Broadcasting Service, Inc.

By: 

Agreed:


William Craiton Hamlin, Jr.