

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between **Madison Avenue Ventures** ("Seller"), and **DTV America Corporation** ("Buyer").

WHEREAS, Seller owns Low Power Television Broadcast Construction Permits:

Community of License	Channel	Call Sign
Athens, GA	22	W22DS-D
Athens, GA	46	W46EM-D
Athens, GA	47	W47EF-D
Bowling Green, KY	14	W14DG-D
Bowling Green, KY	35	W35CT-D
Tallahassee, FL	31	WDDM-LD

(collectively the "TV-CPs") issued by the Federal Communications Commission ("FCC"), and;

WHEREAS, Seller desires to sell, assign and transfer the TV-CPs as described below, and Buyer desires to acquire the TV-CPs as described below, all on the terms described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase of License.** Subject to the terms and conditions hereof, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, pay for and accept from Seller, all right, title and interest of Seller in, the TV-CPs (collectively, the "Assets").
2. **Purchase Price.** For and in consideration of the conveyances and assignments of the TV-CPs buyer agrees to pay to Seller, and Seller agrees to accept from Buyer, four thousand dollars (\$4,000) per TV-CP, for a total of twenty four thousand dollars (\$24,000) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at the Closing by wire transfer of immediately available funds to an account or accounts which will be identified by Seller not less than two business days prior to the Closing Date.
3. **Representations and Warranties of Seller and Buyer.** Seller represents and warrants to Buyer as follows:
 - a. **Authorization.** The execution, delivery and performance of this Agreement and the consummation of the Transactions, have been duly and validly authorized by all necessary corporate actions of Seller and Buyer. This Agreement constitutes a valid and binding agreement and obligation of Seller and Buyer.

- b. Compliance with Laws. Seller and Buyer are in compliance in all material respects with all laws applicable to their respective businesses. Seller has obtained and holds all permits, licenses and approvals relating to the TV-CPs (none of which has been modified other than as previously disclosed to Buyer or rescinded and all of which are in full force and effect) from all Governmental Authorities necessary in order to conduct the operations of the TV-CPs as presently conducted. The Buyer wishes to obtain these authorizations and complies with all laws applicable to FCC ownership of such authorizations. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, to the extent not governed by federal communications law, will be governed by and construed in accordance with and pursuant to the laws of the State of Florida.
 - c. Consents and Approvals; No Conflicts. The execution and delivery of this Agreement and the performance of the Transactions by Seller or Buyer will not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except consents to the assignment of the TV-CPs to Buyer by the FCC.
 - d. FCC Matters. The TV-CPs constitutes all of the licenses, permits and authorizations from the FCC that are necessary or required for and/or used in the business and operations of the station. The TV-CPs is valid and in full force and effect.
4. **Closing.** Provided that the conditions set forth in this Agreement shall have been satisfied, the closing of this transaction shall be held on the date that is no later than the fifth business day after the date on which the FCC Final Order is granted.
5. **Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any action at law, suit in equity, or other judicial proceed concerning, relating to, or touching upon in any way this Agreement or the subject matter hereof, shall be brought, if at all, only in the state or federal courts of Broward County, Florida.
6. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission or electronic transmission addressed as follows.

If to Buyer:

John Kyle, President
DTV America Corporation
1671 NW 144th Terrace
Suite 106
Sunrise, FL 33323

If to Seller:

Samuel Madison
Madison Avenue Ventures
1112 Weston Road
Suite 270
Weston, FL 33326

or such other address as the addressee may indicate by written notice to the other parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

SELLER

Madison Avenue Ventures

By: 

Name: Samuel A. Madison Jr.

Title: President

Date: 5/20/13

BUYER

DTV America Corporation

By: 

Name: John Kyle

Title: PRESIDENT

Date: MAY 20, 2013.