

Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is made effective March 1, 2007, by and between Mako Communications, LLC ("Buyer"), on the one hand, and LocalOne Texas Ltd. ("Seller"), on the other.

WHEREAS, Seller holds certain licenses, permits and authorizations issued by the Federal Communications Commission (the "Commission") for the operation of commercial low power television station KCCX-LP, Corpus Christi, Texas (the "Station"), and owns certain assets used in the operation and maintenance of the Station;

WHEREAS, Seller desires to assign such licenses, permits and authorizations to Buyer and sell such assets to Buyer, and Buyer desires to acquire such licenses and assets, upon the terms and subject to the conditions herein set forth; and

WHEREAS, the assignment of such licenses, permits and authorizations of the Station is subject to the prior approval of the Commission;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer agree as follows:

TERMS OF SALE

1.1 Assets to be transferred. The licenses, permits and authorizations for the Station shall be conveyed from the Seller to the Buyer on the Closing Date. The equipment currently used in the operation of the Station shall remain the property of the Seller.

1.2 Assignment Application. Within five business days of the execution of this Agreement by both parties, Buyer and Seller will jointly complete and file an FCC Form 345 application seeking permission to assign the Station from Seller to Buyer. Seller shall pay the filing fee for this application and shall file the application.

1.3 Purchase Price Payment. In consideration of the transfer by Seller to Buyer of the license for the Station, Buyer shall pay to Seller the sum of \$50,000 ("Purchase Price"). Buyer shall pay to Seller within three days of the execution of this Agreement the sum of \$5,000.

1.4 Closing. Consummation of the purchase and sale provided for herein under this Agreement is subject to the condition that the Commission shall have given its consent to the assignment without any condition that is materially adverse to Buyer or Seller. Closing on the sale of the construction permit for the Station shall occur on the third business day after the consent of the Federal Communications Commission for the assignment of the Station's license from Seller to Buyer becomes final ("Closing Date"). On the Closing Date, Seller Shall deliver to Buyer a fully

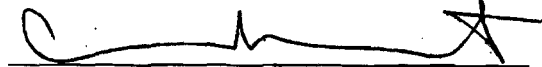
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executed Bill of Sale in the form attached hereto as Exhibit A and Buyer shall deliver to Seller the balance of the purchase price, \$45,000.

1.5 Miscellaneous. The laws of the State of Texas shall govern this Agreement. This written Agreement embodies all terms of the parties understanding and may not be amended except by written instrument executed by both Buyer and Seller.

Seller: LocalOne Texas, Ltd.

Buyer: Mako Communications, LLC



By: _____

By: Amanda Mintz

Member

Title

Title

3-13-07

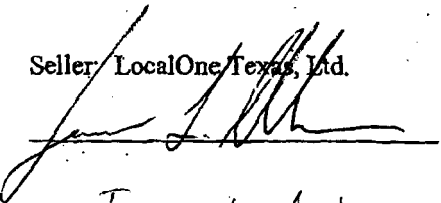
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Seller: LocalOne Texas, Ltd.



By: James L. Anderson

President

Title

3-19-07

Date

Buyer: Mako Communications, LLC



By: Amanda Mintz

Member

Title

3-13-07

Date