

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of October 8, 2013, by and between MCUSA, Inc. ("Seller") and EICB-TV EAST, LLC ("Buyer").

RECITALS

1. Seller holds Construction Permits (the "Signals"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"), as set forth in Exhibit A hereto (the "Authorizations");
2. Seller owns certain assets used and useful in the Signals, as set forth on Exhibit B hereto (the "Property");
3. Seller desires to assign and Buyer wishes to acquire and assume the Authorizations and the Property (collectively, the "Assets") for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

1. Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer on the Consummation date, and Buyer agrees to purchase, accept, and assume on the Consummation date, the Assets.
2. Purchase Price. The purchase price for the Assets shall be four thousand, four hundred and ten dollars (\$4,410.00) (the "Purchase Price"). Terms are one thousand dollars (\$1,000.00) down payment at signing of this agreement and seven (7) monthly payments of four hundred and seventy dollars (\$470.00) and a final payment of one hundred and twenty dollars (\$120). Monthly payments to commence immediately after transfer is final and approved by the FCC.
3. Assignment and Assumption. Buyer shall not assume any other obligations or liabilities of Seller.
4. Consummation. Seller shall file the required consummation notice with the FCC within ten (10) days after the FCC Consent is granted.

REPRESENTATIONS

1. Representations. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of twelve months. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties.
2. Specific Performance. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the

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terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

3. Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, publishing required public notices, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

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

Sellers: MCUSA, INC.

By: 

Title: President

Buyer: EICB-TVEAST, LLC

By: 

Title: Member/Manager

Exhibit A – Authorizations

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|--------------|---------------------|---------|-----------------|----------------|
| 1. Logan, UT | Construction Permit | K05MN-D | Fac. ID: 183046 | Ex: 10/26/2014 |
| 2. Logan, UT | Construction Permit | K24KV-D | Fac. ID: 183406 | Ex: 05/29/2015 |

Exhibit B - Property

1. All records required by the FCC to be kept by the Seller concerning the Permits and Licenses.
2. All trademarks, trade names, service marks, technical information and data and any other intangible property rights and interests, including the call signs of the Station (and any goodwill associated with any of the foregoing) issued to or owned by Sellers and used or useful of the Signals.