

Asset Purchase Agreement

This Asset Purchase. Agreement is made effective April 23, 2007 by and between EICB-TV East, LLC ("Buyer"), Randall A. Weiss, on the one part, and Michael John Sullivan ("Seller"), on the other part.

Seller is the Applicant granted a Construction Permit (CP) by the FCC to build the Low Power Television Station K28IO Facility ID #130940 Channel 28, Mankato, MN. Seller is the sole and valid holder of the CP and has the power to execute, deliver, and perform this Agreement. There are no claims, actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against, or otherwise affecting the transactions contemplated hereby at law or in equity or before any federal, state, municipal or other governmental authority. Seller is in compliance in all material respects with all rules and regulations of the FCC and any other pertinent governmental authorities with respect to the Construction Permit. Seller has no knowledge of any non-compliance with any applicable laws, rules or regulations relating in any material respect to the operation and conduct of the business of Seller with respect to the Construction Permit.

Assets to be Transferred. The CP shall be transferred from the Seller to Buyer on the Closing Date free and clear from any and all liens, debts, or other obligations. No other assets, tangible or intangible, are involved in this transaction.

Purchase Price. Payment. In consideration of the transfer by Seller to Buyer of this CP, Buyer shall pay to the Seller the net total sum of Eight Thousand Five Hundred (\$8,500.00) dollars. Buyer shall pay to Seller within five (5) days of the execution of this agreement the sum of Seventeen Hundred (\$1,700.00) dollars in the form of a company check as a Good Faith Deposit. Application for approval of the transfer by the FCC will be submitted during that five (5) days.

Closing. Closing on the sale of Construction Permit for Station K28IO Facility ID #130940 Channel 28 shall occur Ten days after FCC provides written consent for the assignment and Buyer shall deliver to seller either a wire transfer, certified or cashier's check in the amount of the balance due Six thousand eight hundred (\$6,800.00) dollars (Closing payment) when FCC grants final approval for the transfer of ownership. If for any reason, other than due to the fault of Buyer, the closing fails to take place, the Good Faith Deposit will be returned to the Buyer. As time is of the essence, Buyer and Seller agree to make their best effort to insure that nothing delays or prohibits the closing.


Buyer:



Randall A. Weiss

EICB-TV East, LLC (Member/Mgr.)

Seller:


Michael John Sullivan

4/23/07