

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made this 5th day of March, 2010 by and between Tauna M. Barbieri ("Seller") and Carl Dennis Watkins ("Buyer").

RECITALS:

WHEREAS, Seller is the licensee of translator Station K237FA at Pocatello, Idaho, Facility Identification 145719 (the "Station");

WHEREAS, Seller has incurred and owes certain debts to Buyer in the amount of \$26,462.94;

WHEREAS, Seller desires to sell and assign to Buyer and Buyer desires to purchase and assume from Seller all assets used and useful in the operation of the Station, including its operating license issued by the Federal Communications Commission, as well as any other licenses, permits or authorizations issued by any governmental entity in connection therewith (the "Assets"); and

WHEREAS, the authorizations issued by the FCC for the operation of the Station may not be assigned by Seller to Buyer without the prior consent of the FCC.

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

AGREEMENT:

1. **SALE AND PURCHASE OF ASSETS.** Seller agrees to sell and assign and Buyer agrees to purchase and assume all of the Assets used and useful in the operation of the Station, which shall include, but not limited to, the following:

a. all licenses, permits, and other intangible rights, including rights to the call letters held by the Seller and used in the operation of the Station, ~~specifically listed at Exhibit A;~~

b. all equipment and other tangible personal property owned by Seller and used in the operation of the Station, ~~specifically listed at Exhibit B.~~

c. the lease agreement dated / / by and between Landlord (the "Landlord") and Tauna M. Barbieri (the "Tenant") for property located at K237FA Translator Site (the "Lease Agreement").

2. **CONSIDERATION.** In total consideration for the purchase of the Assets, Buyer agrees to forgive Seller's indebtedness to Buyer in the amount of Twenty-Six Thousand Four Hundred Sixty-Two and 94/100 Dollars (\$26,462.94).

3. **APPLICATION FOR FCC CONSENT.** On or before March 20, 2010, Buyer and Seller shall join in an application to the FCC, and shall submit such application to the FCC requesting its written consent to the assignment of the permit. Each party shall cooperate fully and promptly in submitting all information required or afterward requested by the FCC.

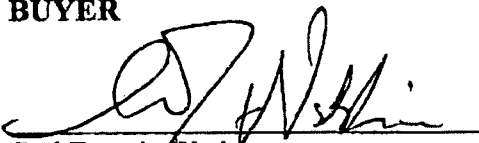
4. **CLOSING.** At Closing, Seller shall deliver to Buyer a bill of sale, an assignment of lease agreement, and any other documents that may be necessary for the implementation and consummation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

SELLER


Tauna M. Barbieri

BUYER


Carl Dennis Watkins