

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), is made and entered into this 24TH day of August, 2013, by and between John Colson Dash and, John C. Dash Investment LLC, ("Seller") and, Grace Worship Center, Inc. and EICB-TV East, LLC, ("Buyer"):

WITNESSETH

WHEREAS, Seller operates a Low Power Television Station, licensed by the Federal Communications Commission ("FCC") (FCC License File No. BLDVL-20110405ABJ, Facility ID No. 187552), authorizing the digital low power television station on Channel 11, Pidgeon Forge, Tennessee (call sign WJDP-LD) (the "Station"), along with the Broadcasting Equipment (the "Equipment") listed in Exhibit 1; and

WHEREAS, Seller desires to assign the Station and Equipment in exchange for \$10.00 plus other valuable consideration, including a Motorhome described on Exhibit 2, and Buyer desires to acquire all of Seller's rights and interests in the Equipment and to the Station, subject to the prior approval of the FCC, under the specific terms and conditions set forth in this Agreement.

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

1. **Purchase and Sale.** Subject to the prior consent of the FCC, and to the terms and conditions of this Agreement, Seller agrees to sell, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and receive as assignee in the name of EICB-TV EAST, LLC, all of Seller's right, title and interest in and to the Station, including all FCC authorizations and call signs necessary associated therewith, listed in Exhibit 3 hereto (collectively, the "Authorizations") and the Equipment. On the Closing Date (as defined in Sec 8), the Equipment and Authorizations shall be delivered free and clear of all claims, liens, unsatisfied judgments, and encumbrances of whatever kind. Seller also desires Buyer to assume the obligations of a lease with the American Tower Company (the "Tower Lease"). Buyer agrees to assume Tower Lease at Closing. Seller agrees to have Tower Lease modified and approved prior to transfer to permit the installation of transmit and receive equipment required by Buyer. The Tower Lease is included in Exhibit 4. (JCD Aug 23rd 2013)

JCD 8-24-13 GW 8/24/13

2. **Purchase Price.** In consideration for the sale, assignment and conveyance to it of the Equipment and Authorizations, Buyer agrees to pay to Seller the sum of Ten Dollars (\$10.00) plus transfer the title, right and interest to [provide a Bill of Sale transferring ownership without lien for] a Motorhome as described in Exhibit 2 (the "Purchase Price"). Payment of the Purchase Price shall be made as follows:

a. Upon execution of this Agreement, Buyer shall deliver Ten Dollars (\$10.00) to Seller.

b. The balance of the Purchase Price, which is solely the Motorhome will be delivered to Seller at time of Closing.

c. Seller agrees to file a Minor Modification Application (the "CP App") with the FCC to increase the coverage of the Station. Seller also agrees to install any equipment required to fulfill the terms of the CP App after it is authorized by the FCC. Any engineering expenses authorized by Buyer, any FCC filing fees and any additional equipment authorized by Buyer required to fulfill the CP will be provided and delivered to Seller at the sole cost of Buyer.

3. **Allocation of Purchase Price.** The Purchase Price shall be allocated as determined by the parties on the Closing Date.

4. **FCC Application for Approval of the Assignment.** The parties agree to proceed as expeditiously as possible, and in any event, no later than ten (10) days after the execution hereof, to prepare and file an application with the FCC for consent to the assignment of the Station (the "Transfer Application"). The parties further agree to prosecute the Application in good faith and with due diligence, and to respond promptly to any FCC request for further information or amendment promptly and fully in order to secure FCC consent of the Application. Each party shall be responsible for its own expenses incurred in the negotiation and preparation of this Agreement. Each party shall be responsible for its expenses incurred in the preparation and filing of the Transfer Application and the expense of the FCC filing fee. Should any objections to the Application be filed, the parties will cooperate in responding thereto and will split equally the cost of any joint response.

(JCD Aug 23rd 2013)

5. **No Assumption of Liabilities.** For the purposes of this Agreement, it is expressly understood and agreed that on the Closing Date, Buyer shall not

AW 8-24-13 AW 8/24/13

assume any liabilities of Seller of any kind, due to agreements, written or oral, express or implied, that Seller may have with regard to any property or equipment of the Station, including but not limited to any fines or forfeitures that may be currently owed or might become owed as a result of any late filings, missed filings, or costs associated with failure to pursue license renewal in a timely manner, or due to any aspect of the operation of the Station prior to Closing. Seller herein agrees to hold harmless Buyer from any such obligations.

6. **Seller's Warranties, Representations, and Covenants.** Seller warrants, represents and covenants to Buyer now and as of the Closing Date as follows:

a. Seller is and will be the holder of the Authorizations, which now are and will after the Closing Date be, in full force and effect and unimpaired by any acts or omissions of Seller, his employees or agents. The Authorizations constitute all federal authorizations necessary for the construction and operation of the Station.

b. Seller has the power and authority to execute, deliver and perform his obligations arising under this Agreement.

c. Seller's compliance with the terms of this Agreement will not conflict with or result in a breach of any license, judgment, order, injunction, decree, law, regulation, rule or ruling of any arbitrator, court or other governmental authority to which Seller is subject, or result in a breach of any other agreement, lease, contract or other commitment to which Seller, or any of his property is subject. The Agreement constitutes the valid and binding obligation of Seller and is enforceable in accordance with its terms.

d. There is not now any litigation, whether judicial, administrative or otherwise, suit (at law or equity), arbitration, proceeding, governmental proceeding pending, or to the knowledge of the Seller threatened, against Seller or the Authorizations that relates to the Authorizations or which might affect the ability of Buyer to operate the Station. Should Seller become aware of any such litigation or should Seller become aware that such litigation is threatened against Seller after the date of this Agreement, Seller will promptly and in no event later than fifteen (15) days after becoming aware of it or ten (10) days before a response is due in the litigation, notify Buyer.

(JCD Aug 23rd 2013)

W 8-24-13 AW 8/24/13

e. No statement made by Seller herein or in documents referenced herein contains any untrue statement of a material fact or omits a material fact necessary to make the statement not misleading.

f. Seller represents that he has made no agreement with any broker or finder in connection with the transaction contemplated hereunder, and no person has a valid claim to any commission or finder's fee by reason of any agreement with Seller in connection with this Agreement.

g. As of the Closing Date, Seller will have paid and discharged all taxes, assessments, excises and levies, for which he is obligated and which are then due and payable and which, if not paid, would interfere with Buyer's enjoyment of the assets conveyed hereunder.

h. Seller has good, valid and marketable title to all of the Authorizations, and such title will be delivered free and clear of all Liens on the Closing Date.

i. Seller shall not, by any act or omission, knowingly cause any of the representations and warranties set forth herein to become untrue or incorrect in any material respect, and Seller shall use commercially reasonable efforts to cause the conditions to Closing to be satisfied, and ensure that this Agreement shall be consummated as set forth herein.

7. **Buyer's Warranties, Representations and Covenants.** Buyer warrants, represents and covenants to Seller now and as of the Closing Date as follows:

a. EICB-TV East, LLC is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the Texas. Buyer has the power and authority to enter into and perform its obligations arising under this Agreement. The execution and delivery of this Agreement will not conflict with or result in a breach of the articles of incorporation, bylaws, or similar organizational documents of Buyer. Buyer's compliance with the terms of this Agreement will not violate or conflict with or constitute a breach or default under any material agreement, mortgage, order, lease, contract or other instrument to which Seller is a party or by which it is bound or affected. This Agreement constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

(JCD Aug 23rd 2013)

W 8-24-13

b. To Buyer's knowledge, Buyer is legally, financially and otherwise qualified to acquire the Authorizations under the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder. Except for the consent of the FCC, no other consent of any kind not yet obtained is required for Buyer to make or carry out the terms of this Agreement.

c. There is not now any litigation, whether judicial, administrative or otherwise, suit (at law or equity), arbitration, proceeding, governmental proceeding pending, or to the knowledge of the Buyer threatened, against Buyer which might affect the ability of Buyer to construct or operate the Station. Should Buyer become aware of any such litigation or should Buyer become aware that such litigation is threatened against Buyer after the date of this Agreement, Buyer will promptly and in no event later than fifteen (15) days after becoming aware of it or ten (10) days before a response is due in the litigation, notify Seller.

d. Buyer represents that it has made no agreement with any broker or finder in connection with the transaction contemplated hereunder, and no person has a valid claim to any commission or finder's fee by reason of any agreement with Buyer in connection with this Agreement.

e. No statement made by Buyer herein or in documents referenced herein contains any untrue statement of a material fact or omits a material fact necessary to make the statement not misleading.

f. Buyer will not take any action or refrain from taking any action between the date of this Agreement and the closing which would render Buyer unqualified to hold the Authorizations.

g. Buyer shall not, by any act or omission, knowingly cause any of the representations and warranties set forth herein to become untrue or incorrect in any material respect, and Buyer shall use commercially reasonable efforts to cause the conditions to Closing to be satisfied, and ensure that this Agreement shall be consummated as set forth herein.

8. **Closing**. Closing of the transaction contemplated hereunder at which the various actions and promises defined below shall take place is conditioned upon the FCC having given its prior written consent to the Assignment Application without any conditions that interfere with the Buyer full and quiet enjoyment of the assets being transferred to Buyer the operation of the Station or contravene any

(JCD Aug 23rd 2013)

AW 8-24-13 AW 8/24/13

provision of this Agreement and, unless otherwise agreed by the parties, upon such consent having become "Final." For the purpose of this Agreement, an action shall be deemed Final when the Application or any decision granting it has not been reversed, stayed, enjoined, set aside, annulled or suspended; and with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect is pending; and as to which the time for filing any such request, petition, appeal, *certiorari* or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. Closing shall be held not later than ten (10) business days after the FCC's consent to the Application has become final at such date, time and place as the parties may mutually agree (the "Closing Date").

9. **Conditions to Buyer's Performance.** The performance of the obligations of Buyer hereunder is subject to the satisfaction of the following conditions, unless waived in writing by Buyer:

a. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at the Closing Date as though made at and as of such time, and all of the obligations of Seller to be performed, including, but not limited to, the satisfaction of all Liens, on or prior to the Closing Date pursuant to the terms of this Agreement shall have been duly performed.

b. No litigation, action, suit, judgment, investigation, proceeding or decision of any kind shall have been instituted, threatened, or released before any forum, court or governmental body, department or agency of any kind concerning the Seller or the Authorizations that might result in any material adverse change in the construction and operation of the Station.

c. The FCC shall have issued an order which shall have become Final giving its consent to the Application without any conditions materially adverse to Seller or Buyer. The Authorizations shall be valid and in force and effect and permit construction and operation of the Station as specified on the Authorizations.

d. Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 11.

10. **Conditions to Seller's Performance.** The performance of the obligations of Seller hereunder is subject to the satisfaction of the following conditions, unless waived in writing by Seller: (JCD Aug 23rd 2013)

RCV 8-24-13 AW 8/24/13

a. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at the Closing Date as though made at and as of such time, and all of the obligations of Buyer to be performed, on or prior to the closing pursuant to the terms of this Agreement shall have been duly performed.

b. The FCC shall have issued an order which shall have become final giving its consent to the Application without any conditions materially adverse to Seller or Buyer.

c. All payments which are due and payable hereunder by Buyer shall have been made in accordance with the terms of this Agreement.

d. Buyer shall deliver to Seller on the Closing Date the documents required to be delivered pursuant to Section 12.

11. **Seller's Performance at Closing.** On the Closing Date, Seller will execute and deliver or cause to be delivered to Buyer:

a. An Assignment of Authorizations, together with such instruments of conveyance as Buyer may reasonably require to effectuate the assignment of the Authorizations to Buyer;

b. A certificate of Seller, dated as of the Closing Date, to the effect that neither the execution of this Agreement nor the consummation thereof has violated or will violate any contract or commitment to which Seller is subject, and that Seller is not in default with respect to his performance of any provision in this Agreement, and that all of the documents delivered at closing are valid and binding upon Seller in accordance with their terms; and

c. Such other documents as Buyer shall reasonably request in order to place Buyer in actual possession and control of the assets to be conveyed.

12. **Buyer's Performance at Closing.** On the Closing Date, Buyer will deliver or cause to be delivered to Seller:

a. The monetary consideration set forth in Section 2.

(JCD Aug 23rd 2013)

AW 8-24-13 AW 8/24/13

b. A resolution duly adopted by its Boards of Directors dated as of the Closing Date, authorizing the execution, delivery and performance of this Agreement.

c. The Buyer shall deliver the Motorhome to Seller at Buyer's office, 655 Grigsby Way in Cedar Hill, TX, together with two sets of keys and all accessories currently contained in the Motorhome accompanied by a standard Bill of Sale from Grace Worship Center, Inc., dated as of the Closing Date, transferring ownership of the Motorhome in the same condition as it is on the date of the execution of this Agreement reasonable wear and tear excepted, free and clear without any liens, to the Seller, but with no warranty expressed or implied..

d. A certification that neither the execution of this Agreement nor the consummation thereof has violated or will violate any contract or commitment to which Buyer is subject, and that Buyer is not in default with respect to its performance of any provision in this Agreement, and that all of the obligations of Buyer to be performed, on or prior to the closing pursuant to the terms of this Agreement, shall have been duly performed, and that all of the documents delivered at closing are valid and binding upon Buyer in accordance with their terms; and

e. Such other documents as Seller shall reasonably request in order to consummate the transactions contemplated by this Agreement.

13. **Survival of Warranties.** All representations, warranties, and covenants made by the parties to this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement. They shall expire, except as provided to the contrary herein, one (1) year after the Closing Date. During that period, they shall remain in full force and effect regardless of any investigation made by either party and shall not be deemed merged into any document or instrument executed or delivered at closing.

14. **Indemnification.**

a. It is understood and agreed that Buyer does not assume and shall not be obligated to pay, any liabilities of the Seller, except as provided for in this Agreement, and Buyer shall not be obligated to perform any obligations of the Seller, of any kind or manner, except as provided herein. Seller agrees that it shall indemnify and hold Buyer harmless from and against any and all damages, claims,

(JCD Aug 23rd 2013)

OK 8.24.13 AW 8/24/13

losses, expenses, costs, obligations, deficiencies, expenses and liabilities of every kind and description, contingent or otherwise, including, but not limited to liabilities for reasonable attorney's fees ("Loss and Expense"), suffered, directly or indirectly, by Buyer after the Closing Date by reason of, or arising out of, (i) any material breach of any representation or warranty made by Seller pursuant to this Agreement, (ii) any material failure by Seller to perform or fulfill any of his covenants or agreements set forth in this Agreement, (iii) any material failure by Seller to pay or discharge any liabilities which remain the responsibility of Seller under this Agreement, (iv) any litigation, proceeding, or claim by any third party relating to the Permit or to construction or activities of Seller related to the Permit prior to the Closing. However, under no circumstance is Seller obligated to provide, repair, warranty, or purchase any equipment provided by Buyer for the fulfillment of the CP App.

b. Buyer agrees that it shall indemnify and hold Seller harmless from and against any and all Loss and Expense suffered, directly or indirectly, by Seller after the Closing by reason of, or arising out of, (i) any material breach of any representation or warranty made by Buyer pursuant to this Agreement, (ii) any material failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, (iii) any material failure by Buyer to pay or discharge any liabilities assumed pursuant to this Agreement, or (iv) any litigation, proceeding, or claim by any third party relating to the Permit or the business or operation of the Station, any transaction entered into by Buyer, or to construction or activities related to the Permit occurring after the Closing.

c. If either Seller or Buyer believes that any Loss and Expense has been suffered or incurred, such party shall notify the other promptly in writing and in any event within the applicable time period specified in Section 13, describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by a third party with respect to which any of the parties intends to claim any liability or expense as Loss and Expense under this Section, such party shall promptly notify the indemnifying party of such action or suit. (JCD Aug 23rd 2013)

d. The indemnifying party shall have the right to conduct and control, through counsel of that party's own choosing, any third party claim, action, or suit, but the indemnified party may, at that latter party's election, participate in the defense of any such claim, action, or suit at that party's sole cost and expense:

AW 8-24-13 AW 8/24/13

provided, that if the indemnifying party's shall fail to defend any such claim, action, or suit, then the indemnified party may defend, through counsel of that party's own choosing, such claim, action, or suit and settle such claim, action, or suit, and to recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense: provided further, that the indemnifying party shall be given at least 15 days' prior notice of the terms of any proposed settlement thereof so that the indemnifying party may then undertake and/or resume the defense against the claim. The indemnifying party shall not compromise or settle any third party claim, action, or suit without the prior written consent of the indemnified party, which consent will not be unreasonably withheld or delayed.

15. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. Neither party may assign its rights hereunder without the prior written consent of the other party, except that Buyer may assign its rights to an entity owned by or under common ownership with Buyer, provided, however that such assignment shall not release Buyer from its liabilities hereunder.

16. **Default.**

a. In the event of a material breach of his obligations and/or representations under the Agreement by Seller, not cured within ten (10) business days after written notice to that effect from Buyer, Buyer shall have the option to either:

(i) Terminate the Agreement, or

(ii) Bring an action specifically to enforce the terms of this Agreement by decree, it being agreed by the parties that the assets to be assigned hereunder are unique and not readily available in the open market, and Seller hereby further agrees to waive any and all defenses against any such action for specific performance based on the ground that there is an adequate remedy for money damages available.

(JCD Aug 23rd 2013)

6W 8-24-13 aw 8/24/13

b. In the event of a material breach of any of its representations and obligations under the Agreement by Buyer, not cured within ten (10) business days after written notice from Seller, Seller shall have the right to terminate this Agreement, it being agreed that in light of the nature of the assets being assigned hereunder, damages are impossible to calculate with any precision. Recovery of

Liquidated Damages shall be the sole and exclusive remedy of Seller for any breach by Buyer of its representations or obligations under this Agreement.

c. Notwithstanding anything in this Agreement to the contrary, no default shall be declared against Seller under Subsection (a) of this Section if Seller is making a good faith effort to cure any alleged breach and can cure the alleged breach within thirty (30) days after FCC approval becomes Final, provided that Buyer shall not be required to close until the default is cured.

17. **Termination.**

a. In addition to the other grounds for termination specified in this Agreement, either party, at its respective option, may terminate this Agreement upon twenty (20) days' prior written notice to the other party, provided that the terminating party is not in material default or breach at the time of said termination and/or is not materially responsible for the occurrence of the event, upon the occurrence of any of the following events:

(i) The Station Authorization is modified, conditioned, assigned, extended or not extended in a manner or for a term materially adversely changed from the terms thereof on the date of this Agreement; or

(ii) The Application is at any time denied or designated for evidentiary hearing by the FCC, which order of denial or designation becomes Final;

b. This Agreement may be terminated immediately: (i) by Buyer if on the Closing Date, Seller has failed to satisfy the conditions set forth herein; or (ii) by Seller if on the Closing Date, Buyer has failed to satisfy the conditions set forth herein.

18. **No Negotiations or Agreements with Other Parties.** Until this Agreement is terminated or the transactions set forth herein are consummated, Seller shall not enter into any negotiation with any party or give any option or enter into any agreement with any party other than Buyer to sell, assign, transfer, give or dispose of any of the Authorizations nor negotiate for or enter into any local marketing or time brokerage or joint sales agreement with any party other than Buyer. And Buyer agrees to withdraw the Motorhome from any sale to any party other than Seller.

(JCD Aug 23rd 2013)

AW 8-24-13 AW 8/24/13

19. **Joint Covenants.** Buyer and Seller jointly represent and covenant to each other as follows:

a. If any event should occur, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, the parties hereto will use their reasonable best efforts to cure the event as expeditiously as possible.

b. Each party shall each keep confidential all information obtained by it with respect to the other in connection with this Agreement (except information independently learned or acquired by the party or otherwise made public by other sources).

c. The parties shall cooperate fully with each other in taking any actions, including actions to obtain the required consent of any governmental instrumentality or any third party, necessary or helpful to accomplish the transactions contemplated by this Agreement. If the consent of any governmental instrumentality contains any condition, the party upon which such condition is imposed shall use its best, diligent and good faith efforts to comply therewith before the closing.

d. The parties shall each act and refrain from acting, as the case may be, so that each of their respective representations and warranties set forth herein shall be true on and as of the Closing Date, and each shall use its best efforts to ensure that the transactions contemplated hereby shall be consummated.

e. The parties shall cooperate and take such actions, and execute such other documents, at closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

20. **Miscellaneous.**

a. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

b. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Texas without regard to conflict of laws provisions.

(JCD Aug 23rd 2013)

JW 8/24/13 mw 8/24/13

c. The headings of the sections of this Agreement are for convenience of reference only and do not form a part hereof or in any way modify, interpret, or construe the intent of the parties. The word "or" as used in this Agreement is both disjunctive and conjunctive.

d. This Agreement, together with the Exhibits hereto, contains all of the terms agreed to between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the transactions hereunder. The Agreement may not be amended or modified in any manner except by written document executed by the party against whom enforcement of such amendment or modification is sought.

e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

f. If any lawsuit is instituted to enforce any party's rights under this agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney fees.

g. All notices or other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively only if (i) given or delivered upon personal delivery or Twenty-Four (24) hours after delivery to a courier service which guarantees overnight delivery or Five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or at such other address for a party as shall be specified by like notice) and (ii) simultaneously delivered by electronic mail to the addresses listed below:

(i) If to the Seller to: John C. Dash P.O. Box 600 Tazewell, VA 34651

Email: johncdash@gmail.com

With a copy (which shall not constitute notice) to:

(ii) If to the Buyer:

(JCD Aug 23rd 2013)

Aw 8-24-13 Aw 8/24/13

Randy Weiss c/o
Grace Worship Center, Inc.
655 Grigsby Way
Cedar Hill, TX 75104
Email: randy@crosstalk.org

With a copy (which shall not constitute notice) to:

EICB-TV EAST, LLC
P.O. Box 54025
Hurst, TX 76054-4025

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE TO FOLLOW}

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

For SELLER:

JOHN C. DASH INVESTMENT LLC
JOHN C. DASH

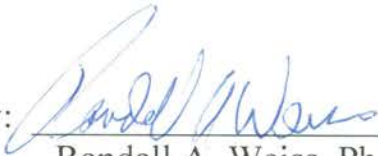
By: John Colson Dash
John Colson Dash

For BUYER:

GRACE WORSHIP CENTER, INC.

Aw 8-24-13 Aw 8/24/13

By:


Randall A. Weiss, Ph.D.
President

EICB-TV EAST, LLC

By:

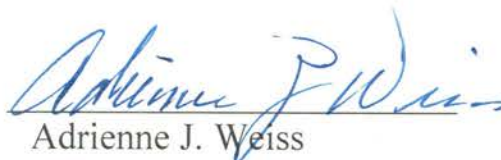

Adrienne J. Weiss
Member/Manager

EXHIBIT 1

EQUIPMENT TO BE TRANSFERRED TO BUYER

- Four- CL-713-HRM/HV Scala Log-Periodic Channel 11 Antenna Array.
- One- AT760P #004 Transmitter UHF DTV 60 watt
- One- (Encoder) AV4001 Encoder/Mux HD/SD 4 Program MPEG2/AC3
- One- (EAS unit) Sage Digital ENDEC
- One- Masterplay Video Server
- One- Channel 28 Antenna Model SWR LP4SLRR/28CP
- One- Channel 23 Antenna Model SWR SWLP24OI 24 bay
- One- Larcen Octane Encoder/Mux
- All miscellaneous coax, connectors, adapters required to operate station.
- Facility building and equipment installed at site of Tower Lease.
-

EXHIBIT 2

ASSET TO BE TRANSFERRED TO SELLER

(JCD Aug 23rd 2013)

N 8-24-13 am 8/24/13

Model year 2003, 38 foot, diesel-powered, Motorhome, Coachman Cross Country Elite, 376DS serial number VIN 4UZAAHBV23CL65643 (the "Motorhome")

EXHIBIT 3
AUTHORIZATIONS

File Number:	BLDVL-20110405ABJ License
File Number:	BRDVL-20130816AAH Renewal application
File Number:	BSTA-20130816AdK Special Temporary Authority
File Number:	TBA Minor Modification application
Call Sign:	WJDP-LD
Facility Id:	187552
Channel:	11
Community of License:	Pidgeon Forge, TN

EXHIBIT 4
TOWER LEASE

(JCD Aug 23rd 2013)

1282413 Aw 8/24/13