

## **Asset Purchase Agreement**

This Asset Purchase Agreement ("Agreement") is made effective this April 28, 2014, by and between DTV America II, LLC ("Seller") and EICB-TV East, LLC ("Buyer").

Whereas, Seller possesses construction permits for eight low power television stations;

Facility ID:			
186839	Tupelo	MS	W27DW-D
186842	Tupelo	MS	W38FT-D
186834	Starkville	MS	W17DV-D
186835	Starkville	MS	W22EP-D
186836	Starkville	MS	W27DS-D
184761	Effingham	IL	W28EB-D
184762	Effingham	IL	WEDK-LD
184285	Canton	OH	W48DY-D

, that are collectively referred to in this Agreement as the Stations (the "Stations");

Whereas, Seller desires to sell the Stations and Buyer desires to buy the Station;

Now, Therefore, Buyer and Seller agree as follows:

### **TERMS OF SALE**

1.1 Assets to be transferred. The construction permits for each of the Stations shall be conveyed from the Seller to the Buyer on the Closing Date. No other assets, tangible or intangible, are involved in this transaction

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. Buyer shall pay the FCC filing fee for this application and shall file the application.

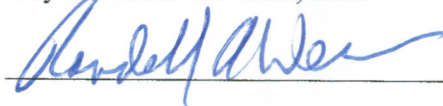
1.3 Purchase Price Payment. In consideration of the transfer by Seller to Buyer of the Stations, Buyer shall pay to Seller the sum of \$100.00 for each of construction permits totaling \$800 ("Purchase Price").

1.4 Closing. Closing on the sale of the construction permits for the Stations shall occur on the third business day after the Federal Communications Commission provides written consent for the assignment of the Station's license from Seller to Buyer ("Closing Date"). On the Closing Date,

Buyer shall deliver to Seller the Purchase Price by overnight courier in the form of a cashier's check, and Seller shall deliver to Buyer by overnight courier a fully executed Bill of Sale in the form attached hereto as Exhibit A.

1.5 Miscellaneous. The laws of the State of Florida 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.

Buyer: EICB-TV East, LLC

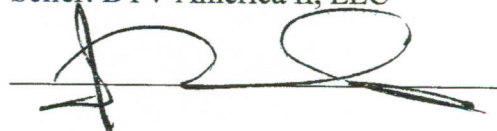


By: Randall A. Weiss  
Member/Rep.

Title

April 28, 2014  
Date

Seller: DTV America II, LLC



By: John Kyle II

MANAGING MEMBER  
Title

April 28, 2014  
Date