

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of February 19, 2014, by and between Granbury Communications, Inc., a Texas Corporation, ("Seller") and EICB-TV EAST, LLC, a Texas limited liability company ("Buyer").

RECITALS

1. Seller holds Licenses (the "Stations"), 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 Stations as set forth in 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 Thirty Thousand Dollars (\$30,000.00) (the "Purchase Price"). At time of the signing this Agreement, a deposit of One Thousand Dollars (\$1,000.00) is to be paid. The final payment of Twenty Nine Thousand Dollars (\$29,000.00) will be paid by Cashier's Check or wire transfer at Closing.
3. Assignment and Assumption. Buyer shall not assume any other obligations, leases, or liabilities of Seller.
4. Consummation. Seller and Buyer shall file the required consummation notice with the FCC within five (5) 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 terms of this

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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, 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.
4. **Cooperation Prior to Closing.** If prior to Closing, Buyer requires Seller to submit additional applications or other documents for review by the FCC relevant to the Stations, all expense for preparation and filing of such documents will be at the sole expense of Buyer. Seller agrees to cooperate in all such matters.

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

Seller: Granbury Communications, Inc.

By: 
Title: President

Buyer: EICB-TV EAST, LLC

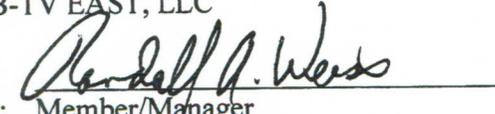
By: 
Title: Member/Manager

Exhibit A – Authorizations

	City	Call Sign	Facility ID	File No.
1.	Mineral Wells, TX	K21KJ-D	Fac. ID 182493	BLDTL-20120514AAM
2.	Mineral Wells, TX	K26KC-D	Fac. ID 182559	BLDTL-20120514AAO
3.	Lingleville, TX	K43MX-D	Fac. ID 183206	BLDTL-20120514AAP

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 Seller and used or useful to the Stations.