

RICHARD F. MARTINEZ

October 04, 2018

Mr. Jose Salas

2310 Grisell Dr., Laredo Tx 78041

Re: KYLU-LP, KSAD-LP, K10PL-D Option-Purchase Agreement

Dear Mr. Salas:

We are pleased to offer you the following terms in this option-purchase agreement (the "Agreement") whereby Mr. Jose Salas (Owner) grants the sole and exclusive option to Richard F. Martinez ("RFM") to purchase the following television Station licenses and construction permits

1.

KYLU-LP Lubbock, Tx

Licensee: Jose Salas

Service Designation: Tx Translator station

Transmit Channel: 49 680-686 MHz Licensed

KYLU-LP Lubbock, Tx

Licensee: Jose Salas

Service Designation: LD Digital Low Power Television station (Digital LPTV)

Transmit Channel: 49 680-686 MHz Construction Permit

KSAD-LP San Angelo, Tx

Licensee: Jose Salas

Service Designation: Tx Translator station

Transmit Channel: 13 210-216 MHz Licensed

K10PL-D Victoria, Tx

Licensee: Jose Salas

Service Designation: LD Digital Television Translator station

Transmit Channel: 10 192-198 MHz Licensed

K10PL-D Victoria, Tx

Licensee: Jose Salas

Service Designation: LD Digital Television Translator station

Transmit Channel: 10 192-198 MHz Construction Permit

J.S.



RFM



2. Option Fee: RFM shall pay to Owner an option fee in the amount of Nine Thousand U.S. Dollars (\$9,000) with check #354 Frost Bank (the "Option" Fee") upon signature of this Agreement by both parties and the OWNER shall deliver to RFM an appropriate invoice and all payment documents requested by RFM's Finance Department. Such Option Fee Shall be applicable against the Purchase Price (as defined below).
3. Option Period: The option period shall commence on the execution date of this Agreement and terminate in three months after this date of this Agreement and following the execution date (the "Option Period"). Prior to the termination of the Option Period, the Option Period will automatically extend for a period of ninety (90) days provided that RFM engaged in good faith.
4. Option: Owner irrevocably grants to RFM, during the Option Period, the sole, exclusive, irrevocable option (the "Option") to purchase from Owner all rights and Licenses of KYLU-LP, KSAD-LP, K10PL-D. At any time on or before expiration of the Option Period, RFM may exercise the option by providing written notice of such exercise to Owner. During the Option Period, Owner will not negotiate and/ or enter into any agreement with any person or entity other than RFM To purchase the License and permits of the three TV stations mentioned on this agreement.
5. Option Not Exercised: If RFM elects not to exercise its Option (and therefore does not pay the purchase price), all rights shall remain with the Owner RFM option shall lapse immediately following expiration of the applicable option period. Owner will have to return the option fee If the Federal Communications Commission denies the application. If RFM decides not to purchase the TV Stations for personal reasons without any legal justification the owner is entitled to keep three thousand dollars (3,000) and only return six thousand dollars out of the option Fee.
6. Purchase: The purchase price to be paid to Owner for which RFM may acquire all of the exclusive rights and licenses shall be Forty Five Thousand US Dollars (\$45,000.00), payable, solely in the event RFM exercise the Option by written notice to Owner, within thirty (30) days following the delivery to RFM of an appropriate invoice. The option fee shall be considered as a down payment and the remaining balance of 36,000 thirty six thousand dlls shall be paid in full.
7. Grant of Rights: In the event RFM exercise its Option and pays the purchase price. Owner shall hereby convey assign to RFM all rights and License on an exclusive and irrevocable basis the ownership of these Licenses and permits mentioned herein.
8. No Reliance: Owner agrees and acknowledges that RFM has no obligation to Owner, other than the payment of the Option Fee, unless RFM exercises the option. Owner further acknowledges and agrees that RFM has the right to be reimbursed the option fee paid if RFM decides not execute to purchase of the TV station Licenses.
9. Warranties and Representation: Each Party represents and warrants to the other that it has absolute, unqualified full right and power to enter into this Agreement and fully perform and abide by all of the requirements herein; that it does not now have, nor will at any time hereafter enter into, any contract or commitment with any third party that will prevent or interfere with the full and complete performance of its obligations hereunder, or with the full exercise and enjoyment by either Party of its rights hereunder. Additionally, Owner warrants and represents that has full rights, power and authority to sell the licenses for the TV stations mentioned herein. The Parties also warrant and represent that they have each obtained all licenses, clearances and/or permissions, as necessary, including without limitation, copyright, trademark, service mark, rights of publicity, right of privacy, proprietary rights and contractual rights to fulfill their respective obligations hereunder.
10. Indemnification: For and in consideration of the covenants payments under this Agreement, Owner agrees to fully indemnify RFM and its respective officers, directors, employees, agents, providers, licensees and insurers and hold RFM harmless from all claims, losses, damages, liabilities, costs and expanses arising out of any acts arising from this Agreement.
11. Confidentiality: The terms of this Agreement are neither party will publicly disclose such terms except to authorized agents and representatives or as required by law and legal process. Owner will not make any public statements regarding the existence of this Agreement without the prior written consent of RFM.

12. Miscellaneous: This Agreement sets forth the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior agreement and understandings between the parties. This agreement shall be binding upon the parties and their respective successors, heir, and assigns. In the event that any provision of text of this agreement shall be held invalid or unenforceable by a competent authority, all other provisions and text hereof shall continue in full force and effect. This agreement may not be modified or amended except by written agreement signed by the parties. No party is intended to be or shall be a third-party beneficiary of this agreement. Nothing contained herein will be deemed to constitute a joint venture or partnership between the parties. The headings used in this agreement are for the convenience of the parties and shall not be considered in the construction of this agreement or the parties intent. The parties acknowledge that both parties have reviewed and revised this agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement Texas law shall govern this agreement, without regard to principals of conflict of laws. The prevailing party in any action between the parties in relation to this agreement will be entitled to reasonable attorneys' fees and costs. This agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart of this agreement. All signatures are deemed to have been executed in Bexar Country, Texas.

AGREED TO AND ACCEPTED BY:

JOSE SALAS

By: Jose A. Salas
Name: JOSE SALAS
Title: Owner

RICHARD F. MARTINEZ

By: [Signature]
Name: Richard Martinez
Title: Buyer

WITNESS

KARLA REYNA RAMIREZ

By: [Signature]
Name: Karla Reyna Ramirez

FERNANDO DE LA ROSA

By: [Signature]
Name: Felix Fernando Ruiz