

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of February 25, 2016 by and between **DANIEL GOMEZ** (“Seller”) and **DTV AMERICA CORPORATION** (“Buyer”).

Recitals

A. Seller is the licensee of low power television station KOBS-LD, Channel 19, San Antonio, Texas, Facility No. 11701 (the “Station”), pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”).

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

C. Buyer and Seller intend to enter into a Time Brokerage Agreement, dated as of the date hereof (“TBA”), pursuant to which Buyer, as “Programmer” thereunder, shall provide programming to the Station necessary to meet the interests and needs of the Station’s viewers, consistent with the Communications Laws (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are primarily used or held for use in the operation of the Station (other than the Excluded Assets, defined below) (the “Station Assets”) including, without limitation, the following assets and properties of Seller:

(a) all transferable FCC licenses, permits, and other authorizations with respect to the Station (the “FCC Licenses”), including those described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing;

(b) all equipment, transmitters, antennas, and other tangible personal property used or held for use in the operation of the Station including, without limitation, those listed on Schedule 1.1(b), except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business in accordance with Section 4.1(c) hereof (the “Tangible Personal Property”);

(c) all rights in and to the Station’s call letters (the “Intangible Property”);
and

(d) all files, documents, and records exclusively relating to the Station Assets or required by the FCC to be kept by the Station, but excluding records included in or related to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances (“Liens”), except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing and liens listed on any schedule hereto (collectively, “Permitted Liens”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title, and interest therein (the “Excluded Assets”):

(a) all cash and cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts, and all such similar accounts or investments;

(b) all tangible and intangible personal property retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith including, without limitation, rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(d) all rights and claims, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time (defined below); and

(e) all rights and claims, whether mature, contingent or otherwise, primarily related to the Retained Obligations.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume all liabilities of Seller but only to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “Retained Obligations”).

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall pay Seller the sum of Three Hundred Thousand U.S. Dollars (\$300,000.00), subject to adjustment pursuant to Section 1.6 (the “Purchase Price”), payable as set forth in Section 1.5 hereto:

1.5 Payment of Purchase Price. On the date hereof, Buyer shall make a cash deposit in immediately available funds in an amount equal to One Hundred Thousand U.S. Dollars (\$100,000.00) (the “Deposit”) with Dan J. Alpert, Esq., Seller’s legal counsel. On July 1, 2016, provided the FCC shall have given its initial approval to the FCC Application (defined below) and the FCC Consent (defined below) shall be in full force and effect, Buyer shall pay Seller, in

immediately available funds, the amount of Fifty Thousand U.S. Dollars (\$50,000.00) (“Installment Payment I”). On November 1, 2016, provided the FCC shall have given its initial approval to the FCC Application and the FCC Consent shall be in full force and effect, Buyer shall pay Seller, in immediately available funds, an additional Fifty Thousand U.S. Dollars (\$50,000.00) (“Installment Payment II” and collectively, the “Installment Payments”). At Closing, Buyer shall pay Seller, in immediately available funds, the amount of One Hundred Thousand U.S. Dollars (\$100,000.00) (“Closing Payment”). If this Agreement is terminated pursuant to its terms, the Deposit, and any Installment Payments, shall be repaid by Seller to Buyer

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 12:01 a.m. on the day of Closing (the “Effective Time”).

1.7 Allocation. Prior to Closing, Buyer and Seller shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). Each of Buyer and Seller shall file a tax return reflecting its allocation as and when required under the Code. If Buyer and Seller have not mutually agreed on an allocation prior to the Closing, and after Closing, the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a certified public accountant or other professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver his report within ninety (90) days after Closing. Buyer and Seller shall each be responsible for one-half of the cost of such appraisal.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place on February 1, 2017 (or the next business day thereafter), or on such other day after the FCC Consent has been obtained as Buyer and Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.9 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein collectively as the “FCC Consent”. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible, including the filing of any request for amendment or waiver, provided that neither party will be required to participate in a trial-type hearing or judicial appeal of any adverse FCC action. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portions of the FCC Application. In the event any objections or challenges to the FCC Application or any requests for

reconsideration or review of the FCC Consent are filed at the FCC (collectively, “Objections”), the parties shall cooperate with respect to any responses thereto. In addition, the parties acknowledge that, to the extent reasonably necessary to expedite and facilitate grant by the FCC of the FCC Consent, if requested by FCC staff, it is necessary for the Seller, Buyer or any of their respective affiliates to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to any FCC Licenses, the Seller or Buyer (as necessary) shall enter into such a customary assignment, assumption, tolling or other arrangement with the FCC. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent. The parties agree to comply with any condition imposed on either of them by the FCC Consent. If the FCC Consent is obtained more than ninety (90) days prior to February 1, 2017, the parties shall file any documents at the FCC to request from the FCC any necessary extension(s) of time in which to consummate the transactions contemplated hereby.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby makes the following representations and warranties to Buyer:

2.1 Organization. Seller consists of an individual, and such individual is qualified to do business in the jurisdiction in which the Station is located. Seller has the requisite power and authority to execute, deliver, and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery, and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any other material contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Seller is the holder of the FCC Licenses described on Schedule 1.1(a), which are all of the governmental licenses, permits, and authorizations required for the operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or, to

Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. Except as set forth on Schedule 1.1(a) hereto, the Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder by the FCC (collectively, the "Communications Laws"), except for such non-compliance as would not have a material adverse effect on Buyer, the Station Assets or the transactions contemplated by this Agreement. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed and all such reports and filings are accurate and complete, except as would not have a material adverse effect on Buyer, the Station Assets or the transactions contemplated by this Agreement.

2.5 Taxes. Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise, and other tax returns and reports which are required to have been filed under applicable law, and has paid all taxes that have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Station Assets. The Tangible Personal Property constitutes all of the assets, except the Excluded Assets, necessary to conduct the operations of the Station. Except as set forth on Schedule 1.1(b), Seller has good title to or a valid leasehold or license interest in such Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on Schedule 1.1(b), all material items of Tangible Personal Property are in reasonable operating condition, ordinary wear and tear excepted.

2.7 Intangible Property. To its knowledge, Seller has sufficient right, title, and interest in and to all trademarks, service marks, trade names, copyrights, domain names and all other intangible property necessary to the conduct of the Station as presently operated. Within the past three years, Seller has not received any notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use by Seller.

2.8 Insurance. Seller maintains insurance policies with respect to the Station and the Station Assets in commercially reasonable amounts, and will maintain such policies until the Effective Time.

2.9 Litigation. There is no action, suit, or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction, or decree relating to the Station or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Station or any of the Station Assets or on the ability of Seller to enter into

this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.10 No Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Seller.

2.11 Disclosure. No provision of this Agreement (including the Schedules attached hereto), or any document or agreement delivered or made pursuant to the terms of this Agreement, relating to Seller, the Station or the Station Assets, knowingly contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

2.12 No Other Agreements to Sell the Station. Seller has no legal obligation, absolute or contingent, to any other person or firm to sell, assign, or transfer the Station Assets (whether through a merger, reorganization or sale of stock or otherwise) or to enter into any agreement with respect thereto.

2.13 No Undisclosed Liabilities. There are no liabilities or obligations of Seller with respect to the Station that will be binding upon Buyer after the Effective Time, other than the Assumed Obligations and other than pursuant to the prorations and adjustments under Section 1.6.

2.14 No Other Representations or Warranties. Seller agrees that neither Buyer nor any of its representatives has made and shall not be deemed to have made, nor has Seller or any of its representatives relied on, any representation, warranty, covenant, or agreement, express or implied, or any statement or information, with respect to Buyer, other than those representations, warranties, covenants, and agreements explicitly set forth in Article 3.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and is, or will be at Closing, qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver, and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery, and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit, or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. To Buyer's knowledge: (a) Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Laws; (b) there are no facts that would, under the Communications Laws, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station or that that would reasonably be expected to delay the FCC's processing of the FCC Application because of Buyer's qualifications; and (c) no waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

3.6 Financing. Buyer has on hand or from committed funds financial resources sufficient to consummate the transactions contemplated by this Agreement and to operate the Station after the Closing Date. Buyer's obligations hereunder are not subject to or conditioned upon it obtaining financing or a financing commitment of any nature.

3.7 No Other Representations or Warranties. Buyer agrees that neither Seller nor any of its representatives has made and shall not be deemed to have made, nor has Buyer or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Seller, its business, the Station, or the Station Assets, other than those representations, warranties, covenants, and agreements explicitly set forth in Article 2.

ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall, subject to the TBA:

(a) operate the Station in the ordinary course of business (for avoidance of doubt, any expense reductions made consistent with Seller's past practices shall be deemed in the ordinary course of business, and no change in staffing shall be deemed outside the ordinary course of business) and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders and good engineering practices;

(b) not adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses, but shall file any application at the FCC necessary to ensure the Station's compliance with Section 4.1(a) of this Agreement;

(c) not other than in the ordinary course of business, sell, lease, or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge, or consolidate with any other entity;

(d) use commercially reasonable efforts to maintain the Tangible Personal Property in the ordinary course of business;

(e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;

(f) not enter into new contracts or agreements that will be binding upon Buyer after Closing;

(g) not, by any act or omission, knowingly cause any of the representations and warranties set forth in Article 2 to become untrue or incorrect in any material respect, and Seller shall use commercially reasonable efforts to cause the conditions to Closing set forth in Article 7 to be satisfied, and ensure that this transaction shall be consummated as set forth herein;

(h) not take any action that would make the consummation of the this transaction contrary to the Communications Laws or require a waiver of the Communications Laws; and

(i) not, and shall not authorize or permit any officer, director, or employee of Seller, or any investment banker, attorney, accountant or other advisor or representative retained by Seller to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, the Station.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows, subject to the TBA:

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation, or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be kept confidential, shall not be used except in connection with this transaction, and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in

which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise, or direct the operation of the Station prior to Closing. Consistent with the Communications Laws, control, supervision, and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller.

5.4 Risk of Loss; Broadcast Interruption.

(a) Seller shall bear the risk of any loss of or damage to the Tangible Personal Property at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) It shall be the responsibility of Seller to repair or cause to be repaired or replaced, and to restore, the affected Tangible Personal Property substantially to its condition prior to any such loss, damage or destruction; *provided, however*, that if the reasonable estimated costs of such repairs or restoration exceeds Twenty Five Thousand Dollars (\$25,000) in the aggregate, Seller shall not be obligated to repair or cause to be repaired or to restore the affected property.

(c) In case the reasonable estimated costs of such repairs or restoration exceeds Twenty Five Thousand Dollars (\$25,000) in the aggregate, Buyer shall, in such case, be entitled to receive (i) all proceeds of insurance covering such affected property and (ii) from Seller the amount of any deductible to be paid by Seller in respect of any claim(s) in respect of such affected property; and further, *provided, however*, that in the event that any material property reasonably required for the broadcast transmissions of the is not repaired, replaced, or restored prior to Closing, Buyer, at its sole option, upon written notice to Seller:

(i) may elect to postpone the Closing until the earlier of (A) such time as the property has been repaired, replaced, or restored in all material respects, or (B) up to twelve (12) months from the date when all other conditions to Closing herein have been satisfied (other than those conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction of those conditions at such time);

(ii) may at any time during such twelve (12) month period elect to consummate the Closing and accept the property in its then condition, in which event Seller shall assign to Buyer all proceeds of insurance not at that time already expended in such repair, replacement or restoration, which have theretofore, or are to be, received, covering the property involved, or

(iii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Seller, whereupon no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement in its entirety, except as set forth in Section 9.1.

(d) If Buyer shall extend the time for Closing pursuant to Section 5.4(c)(i), the provisions of Section 10.1(e) shall be tolled for such time as Buyer has elected to postpone the Closing as set forth in this Section 5.4 and Seller is using reasonable best efforts to effect such repair, replacement, or restoration, and for five (5) business days after the property involved has been repaired, replaced, or restored in all material respects.

(e) If, prior to the Closing, the Station is off the air or operating at a power level that results in a material reduction in coverage as compared to its current coverage as currently operated (a “Broadcast Interruption”), then Seller shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to the Closing there is a Broadcast Interruption in excess of twenty four consecutive (24) hours, then Buyer may postpone the Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1(c).

5.5 Actions. After Closing, if reasonably requested by Seller, Buyer shall cooperate with Seller in the investigation, defense, or prosecution of any action which is pending or threatened against Seller with respect to the Station, whether or not any party has notified the other of a claim for indemnification with respect to such matter; *provided, however*, that Seller shall reimburse Buyer for the out of pocket costs (including reasonable attorneys’ fees), if any, reasonably incurred by Buyer to comply with this Section.

5.6 Programming. Following Closing, for a period ten years, Buyer shall not broadcast on the Station, and shall not allow the broadcast on the Station, any regularly-scheduled programming that is in the “Hispanic Christian” format.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained and shall be in full force and effect.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1 Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate, dated as of the Closing Date, from Seller, executed by a duly appointed officer of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained and shall be in full force and effect.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Station Operations. As of the Closing Date, the FCC shall have granted a modified FCC License for the Station at the Programmer Site, as defined in the TBA, such modified FCC License shall be in full force and effect and the Station shall be operating from the location set forth in such modified FCC License.

7.6 No Liens. There shall not be any Liens on the Station Assets (other than Permitted Liens) or any financing statements of record with respect to the Station Assets except those to be released at the Closing.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) the certificate described in Section 7.1(c);
- (b) an Assignment of FCC Licenses from Seller to Buyer;

- (c) a Bill of Sale, which shall include the Intangible Property; and
- (d) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (a) the Closing Payment in accordance with Section 1.5;
- (b) the certificate described in Section 6.1(c); and
- (c) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive for a period of nine (9) months from the Closing Date, whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.1 (Organization), Section 2.2 (Authorization) and Section 2.5 (Taxes) (collectively, the “Fundamental Representations”), all of which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys’ fees and expenses (“Damages”) incurred by Buyer arising out of or resulting from (i) any breach by Seller of its representations and warranties made under Article 2 of this Agreement; any default by Seller of any covenant or agreement made under this Agreement; the Retained Obligations; or (ii) the business or operation of the Station before the Effective Time, except for the Assumed Obligations.

(b) From and after Closing, Buyer shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach by Buyer of its representations and warranties made under Article 3 of this Agreement; (ii) any default by Buyer of any covenant or agreement made under this Agreement; (iii) the Assumed Obligations; or (iv) the business or operation of the Station after the Effective Time.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; *provided, however*, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on the date hereof, make any of the Installment Payments on the due dates set forth herein and to pay the Closing Payment at Closing;
- (d) by Seller or Buyer if the FCC by a "final" order: (i) dismisses the FCC Application; (ii) denies the FCC Application; or (iii) designates the FCC Application for an evidentiary hearing; *provided, however*, that if the action or inaction of the party seeking termination of this Agreement is the proximate cause for the FCC to dismiss, deny, or designate for hearing the FCC Application, such party shall not be permitted to terminate this Agreement; or
- (e) by written notice of Seller to Buyer or Buyer to Seller, as long as the terminating party is not in breach of any of its representations or warranties or in default in the performance of any of its covenants hereunder or whose action or inaction is the proximate cause for the FCC to dismiss, deny or designate for hearing the FCC Application, if Closing does not occur by February 1, 2018.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; *provided, however*, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

10.3 Survival. The termination of this Agreement shall not relieve any party of liability for any willful and knowing breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Section 1.5 (Payment of Purchase Price) (and Section 10.5 with respect to the Deposit and any Installment Payments), Section 5.1 (Confidentiality) and Section 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure without being required to provide actual damages, post bond or furnish other security and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing the condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5. Except as set forth in the foregoing sentence, if a party brings an action to enforce specific performance under this Agreement, the other party shall waive the defense that there is an adequate remedy at law and waive any requirement to post a bond or other security.

10.5 Liquidated Damages.

(a) If Seller terminates this Agreement pursuant to Section 10.1(c) on or before June 30, 2016, then Seller shall be entitled to the Deposit (or if Buyer shall have defaulted in its obligation to timely deliver the Deposit, an amount of cash equal to the Deposit). If Seller terminates this Agreement pursuant to Section 10.1(c) on or before October 31, 2016, then Seller shall be entitled to the Deposit and Installment Payment I (or if Buyer shall have defaulted in its obligation to timely deliver either the Deposit or Installment Payment I, an amount of cash equal to the Deposit and/or Installment Payment I, as applicable). If Seller terminates this Agreement pursuant to Section 10.1(c) on or before January 31, 2017, then Seller shall be entitled to the Deposit and the Installment Payments (or if Buyer shall have defaulted in its obligation to timely deliver the Deposit or either Installment Payment, an amount of cash equal to the Deposit and/or either Installment Payment, as applicable)

(b) The payment(s) described in Section 10.5(a) shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount(s) shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder. In addition, if Buyer contests Seller's right to the Deposit, any Installment Payment or other payment of sums hereunder, then the prevailing party in any action by Seller to enforce its rights under this Section 10.5 shall be entitled to payment by the other party of the reasonable attorneys' fees incurred by the prevailing party in such action.

10.6 Effect of Termination. If this Agreement is terminated by either party pursuant to Sections 10.1(a), 10.1(d) or 10.1(e), no party to this Agreement shall have any liability to any other party to this Agreement; this Agreement in its entirety shall be deemed null, void, and of no further force and effect (except as provided in Section 10.3), and the Deposit and any Installment Payments shall be returned to Buyer. If this Agreement is terminated by Buyer pursuant to Section 10.1(b), the Deposit and any Installment Payments shall be returned to Buyer, and Buyer shall be entitled to all rights and remedies available at law or equity.

ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee applicable to the FCC Application shall be paid one-half by Buyer and one-half by Seller. Transfer or sales or use taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid one-half by Buyer and one-half by Seller. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed e-mail transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

Daniel Gomez
1629 Old Hickory Trail
Desoto, TX 75115

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

Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 N. 21st Rd.
Arlington, VA 22201
Email: dja@commlaw.tv

if to Buyer:

John N. Kyle II, President/CEO
DTV America Corporation
13450 West Sunrise Boulevard, Suite 164

Sunrise, Florida 33323
E-mail: jkyle@dtvamerica.com

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

Mark B. Denbo, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W., Suite 301
Washington, D.C. 20016
E-mail: mdenbo@fccworld.com

11.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

11.7 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.9 Governing Law; Jury Waiver. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any state or federal court located in Florida. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments contemplated herein, all provisions shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions.

11.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

BUYER: DTV AMERICA CORPORATION

By: _____
John N. Kyle II, President/CEO

SELLER: DANIEL GOMEZ


By: _____
Daniel Gomez
President

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

BUYER:

DTV AMERICA CORPORATION

By: 

John N. Kyle II, President/CEO

SELLER:

DANIEL GOMEZ

By: _____
Daniel Gomez
President

Schedule 1.1(a)
Licenses

KOBS-LD, File No. BLDTL- 20110429AAD, as renewed by File No. BRDTL- 20140401ABK

No transmitter site or contracts are being assigned in conjunction with this Agreement.