

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT, dated as of July ___, 2022 (this “Agreement”), is by and between ONDAS DE VIDA, INC., a California non-profit corporation (“ODV”), and LA NUEVA BROADCASTING, INC., a California non-profit corporation (“LNB”).

WITNESSETH:

WHEREAS, ODV is the licensee of FM translator station K300CW (FIN: 156199), Indio, California (“K300CW”) and LNB is the licensee of FM translator station K256BS (FIN:138849), Palmdale, California (“K256BS”); and

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission (“FCC”), LNB desires to acquire and ODV desires to sell certain assets and FCC licenses associated with K300CW, and LNB desires to sell and ODV desires to acquire certain assets and FCC licenses associated with K256BS.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale of Assets.**

(a) **ODV Station.**

(i) On the Closing Date (as hereinafter defined), ODV shall assign and transfer to LNB, and LNB shall assume and receive from ODV, free and clear of all liens and encumbrances, certain assets, properties, interests and rights of ODV of whatsoever kind and nature, which are held by ODV and used or useful in connection with the operation of K300CW (the “K300CW Assets”), as identified below, (but excluding the ODV Excluded Assets described in subparagraph (iii) below):

(A) All equipment and other tangible personal property used or useful in the operations of K300CW (the “K300CW Tangible Personal Property”), identified on Schedule 1 hereto; and

(B) All of the licenses, construction permits and other authorizations issued by the FCC (collectively, the “K300CW Authorizations”), to ODV in connection with the operations of K300CW identified on Schedule 2 hereto;

(b) **LNB Station.**

(i) On the Closing Date (as hereinafter defined), LNB shall assign and transfer to ODV, and ODV shall assume and receive from LNB, free and clear of all liens and encumbrances, certain assets, properties, interests and rights of LND of whatsoever kind and nature, which are held by LND and used or useful in connection with the operation of

K256BS.(the “*K256BS Assets*”), as identified below, (but excluding the LNB Excluded Assets described in subparagraph (iii) below):

(A) All equipment and other tangible personal property used or useful in the operations of K256BS (the “*K256BS Tangible Personal Property*”), identified on Schedule 4 hereto; and

(B) All of the licenses, construction permits and other authorizations issued by the FCC (collectively, the “*K256BS Authorizations*”), to LND in connection with the operations of K256BS identified on Schedule 5 hereto;

2. **Consideration.**

The assignment shall take place without any consideration being paid to ODV or to LND. LNB is not agreeing to, and shall not, assume any liability, obligation, or agreement of ODV of any kind, absolute or contingent, known or unknown, and ODV is not agreeing to, and shall not, assume any liability, obligation, or agreement of LND of any kind, absolute or contingent, know or unknow..

2. **FCC Consent; Assignment Application.** At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, LNB and ODV shall execute, file and vigorously prosecute applications with the FCC (each an “*Assignment Application*,” together the “*Assignment Applications*”) requesting its consent (the “*FCC Consent*”) to the assignment (i) from ODV to LNB of the K300CW Authorizations and (ii) from LNB to ODV of the K256BS Authorizations. Counsel to ODV shall complete and file the FCC Assignment Application for K300CW, and counsel to LNB shall complete and file the FCC Assignment Application for K256BS; provided that each party will fully cooperate in the preparation and filing of both Assignment Applications.

3. **Closing Date; Closing Place.** The closing (the “*Closing*”) of the transactions contemplated by this Agreement shall occur ten (10) days following the date on which the FCC Consents are granted; (the “*Closing Date*”) and the other conditions to closing set forth in Section 7 have either been waived or satisfied; provided, however, if a petition to deny or informal objection is filed against either of the Assignment Applications, then the Closing Date shall be ten (10) days after the FCC Consents become a Final Order, unless so waived by both parties. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail, or as the Parties may agree.

4. **Representations and Warranties of ODV.** ODV hereby makes the following representations and warranties to LNB which shall be true as of the date hereof and on the Closing Date:

(a) ODV is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by ODV. The execution, delivery and performance of this Agreement by ODV will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(b) Schedule 1 hereto contains a list of material K300CW Tangible Personal Property owned by ODV for use in connection with K300CW. ODV has, and will have on the Closing Date, good and marketable title to all such property. The K300CW Tangible Personal Property is in good condition and repair, ordinary wear and tear excepted.

(d) Schedule 2 hereto contains a true and complete list of the K300CW Authorizations and all other licenses, permits or other authorizations required for the operation of K300CW. ODV is the authorized legal holder of the K300CW Authorizations. The K300CW Authorizations are validly issued and are in full force and effect, unimpaired by any act or omission of ODV.

6. **Representations and Warranties of LNB.** LNB hereby makes the following representations and warranties to ODV which shall be true as of the date hereof and on the Closing Date:

(a) LNB is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by LNB. The execution, delivery and performance of this Agreement by LNB will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 4 hereto contains a list of material K256BS Tangible Personal Property owned by LNB for use in connection with the operation of K256BS. LNB has, and will have on the Closing Date, good and marketable title to all such property. The K256BS Tangible Personal Property is in good condition and repair, ordinary wear and tear excepted.

(d) Schedule 5 hereto contains a true and complete list of the K256BS Authorizations and all authorizations that are required for the operations of K256BS. LNB is the authorized legal holder of the K256BS Authorizations. The K256BS Authorizations are validly issued and are in full force and effect.

7. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of LNB hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) ODV shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by ODV prior to or as of the Closing Date;

(ii) The representations and warranties of ODV set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date; and

(iii) There shall not be any liens on the K300CW Assets.

(b) The performance of the obligations of ODV hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) LNB shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by LNB prior to or as of the Closing Date;

(ii) The representations and warranties of LNB set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date; and

(iii) There shall not be any liens on the K256BS Assets.

8. **Closing Deliveries.**

(a) At the Closing, ODV will execute and deliver to LNB the following:

(i) A Bill of Sale in a form so as to effectively vest in LNB good and marketable title to the K300CW Assets;

(ii) An Assignment and Assumption of the K300CW Authorizations;

(iii) An Assignment and Assumption of K256BS Authorizations;

(b) At the Closing, LNB will execute and deliver to ODV the following:

(i) A Bill of Sale in a form so as to effectively vest in ODV good and marketable title to the K256BS Assets

(ii) An Assignment and Assumption of the K256BS Authorizations;

(iii) An Assignment and Assumption of K300CW Authorizations; and

9. **Survival of Representations and Warranties.** The several representations and warranties of ODV and LNB contained in or made pursuant to this Agreement shall expire one year from the Closing Date.

10. **Termination.** This Agreement may be terminated by either LNB or ODV, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if,

on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if any of the Assignment Applications are designated for hearing or denied by Final Order; or (iii) if the Closing has not occurred within one year of the date the Assignment Applications are filed with the FCC. This Agreement will terminate one year from the execution date hereof should both Assignment Applications not have been approved by the FCC on that date for any reason.

11. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be addressed as follows (or at such other address for a party as shall be specified by like notice):

If to ODV, to:

Mr. Hector Manzo
President
Ondas de Vida, Inc.
P.O. Box 94
Victorville CA 92393

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

Jeffrey D. Southmayd, Esquire
Southmayd & Miller
20 Del Palma Drive
Palm Coast, Florida 32137

If to LNB, to:

Elena Hernandez
La Nueva Broadcasting, Inc.
14717 Henderson Ave.
Henderson, CA 93314

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

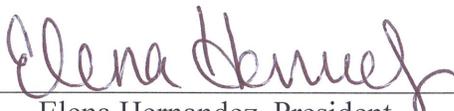
14. **Risk of Loss.** The risk of any loss, taking, condemnation, damage or destruction of or to any of the K300CW Assets or to any of the K256BS Assets (each, an “*Event of Loss*”) on or prior to the Closing Date shall be upon the party then owning such assets and the risk of any Event of Loss subsequent to the Closing Date shall be upon the party acquiring such assets.

15. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

16. **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

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

LA NUEVA BROADCASTING, INC.

By: 
Elena Hernandez, President

ONDAS DE VIDA, INC.

By: _____
Hector Manzo
President

15. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

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

LA NUEVA BROADCASTING, INC.

By: Elena Hernandez
Elena Hernandez, President

ONDAS DE VIDA, INC.

By: Hector E. Manzo
Hector Manzo
President

Schedule 1

K300CW Tangible Personal Property

30 Watts Crown transmitter.

- Katrine Skala Antenna HDCA-10

- 1-2 Inch Coax Cable

- Tascam TU-690 Receiver.

Schedule 2

Current FCC Authorization

For

K300CW,

Facility ID Number 156199

Ondas de Vida, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	K300CW	BLFT- 20170906AAF	09/11/2017	12/01/2029
License Renewal	K300CW	0000150999	11/22/2021	12/01/2029

Schedule 4

K256BS Tangible Personal Property

30 Watts Crown transmitter.

- Katrine Skala Antenna HDCA-10

- 1-2 Inch Coax Cable

- Tascam TU-690 Receiver.

Schedule 5

K256BS FCC Authorizations

Current FCC Authorizations

For

K256BS, Palmdale, CA

Facility ID Number 138849

La Nueva Broadcasting, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
License	K256BS	BLFT-20150707ABO	07/07/2015	12/01/2029
License Renewal	K256BS	0000155949	11/22/2021	12/01/2029