

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of September 2, 2022, by and between Jackson Hole Television, Inc. ("Seller") and International Spanish Networks, L.L.C. ("Buyer").

RECITALS

1. Seller holds a Construction Permit (the "Permit") K24OE-D, pursuant to authorizations issued by the Federal Communications Commission (the "FCC"), as set forth in Exhibit A hereto (the "Authorization");
2. Seller desires to assign, and Buyer wishes to acquire the Permit 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 contained in this Agreement, Buyer, and Seller, intending to be bound legally, agree as follows:

1. Purchase Price: The Purchase Price for the Permit shall be Eight Hundred and Fifty Thousand (\$850,000.00) Dollars consisting of conditions and terms agreed upon by both Seller and Buyer at closing.
2. Non-Refundable Deposit: Upon executing this Agreement and filing the Assignment Application (FCC Form 314). The Buyer shall deposit Twenty-Five Thousand Dollars (\$25,000) in the Seller's account.
3. Assignment and Assumption: Buyer shall not assume any liabilities and obligations of Seller if any.
4. Closing: Closing is to take place within ten days of initial FCC approval, as long as no protests have been filed with the FCC.
5. Consummation: The Seller shall file the required consummation notice with the FCC within two (2) days after the Closing.
6. Other Contracts: Final contract for site tower, show concepts, talent (1099 Form) and can be signed by the Buyer after Closing. Seller will make best efforts to assist Buyer with contracts on the same terms and conditions discussed before Closing.
7. Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation of the approval of the Federal Communication Commission ("FCC") with the filing of the consummation notice of this Agreement within two (2) days of FCC's initial approval.
8. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wyoming (without regard to the choice of law provisions thereof).

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9. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

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

Jackson Hole Television, Inc.

By: 

Rubin Rodriguez

Title: President

Date: 9/2/2022

International Spanish Network, L.L.C.

By: 

Alicia Unger

Title: Managing Member

Date: 9/2/2022

International Spanish Network, L.L.C.

By: 

Fernando Gonzalez

Title: Member

Date: 9/2/2022

Exhibit A Authorizations

1. Construction Permit: K24OE-D, Jackson, Wyoming
Permit File No.: BNPDTL-20091104AGC
Facility Id: 183688

Federal Communications Commission

LOW POWER TELEVISION BROADCAST STATION CONSTRUCTION PERMIT

Licensee/Permittee

JACKSON HOLE TELEVISION, INC.
1491 WALKER LANE
FARMINGTON, UT, 84025

Call Sign File Number

K24OE-D 0000099531

Facility ID: 183688**NTSC TSID:****Digital TSID:****This Permit Modifies License File No.** BNPDTL-20091104AGC

Grant Date 02/25/2020	Expiration Date 36 months after the grant date
Hours of Operation Unlimited	
Station Location City JACKSON State WY	Frequency (MHz) 530.0 - 536.0 Station Channel 24

Antenna Structure Registration Number	
Transmitter Type Accepted. See Sections 74.750 of the Commission's Rules.	Transmitter Output Power(kW) As required to achieve authorized ERP.
Antenna Coordinates Latitude 43-27-42.7 N Longitude 110-45-14.7 W	Antenna Type Non-Directional
Description of Antenna Make PSI Model PSILPD8OI	Major Lobe Directions N/A
Antenna Beam Tilt (Degrees Electrical) Not Applicable	Antenna Beam Tilt (Degrees Mechanical @ Degrees Azimuth) Not Applicable

Maximum Effective Radiated Power (Average) .5 kW -3.01 DBK	
Height of Radiated Center Above Ground (Meters) 10	Height of Radiated Center Above Mean Sea Level (Meters) 2439
Out-Of-Channel Emission Mask Stringent	Overall Height of Antenna Structure Above Ground (Meters) 17

Waivers/Special Conditions

- This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.