

## ASSET PURCHASE AGREEMENT

This Agreement dated this 22nd day of February 2013, by and between Soule Video Productions, inc., (herein referred to as "Seller"), and Karlo Maalouf (herein referred to as "Buyer").

### WITNESSETH:

**WHEREAS**, Seller holds a valid, current, and unexpired "Construction Permit" issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to operate television translator K22KQ-D, Facility ID No. 187095, Boise, Idaho (herein referred to as "CP"), and

**WHEREAS**, Seller is desirous of selling and assigning CP to Buyer, and Buyer is desirous of buying and acquiring CP from Seller;

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. **ASSETS SOLD AND PURCHASED.** Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following CP.

a. **FCC Authorizations.** The CP license and any and all FCC authorizations and applications for construction and operation of CP as listed in herein (collectively, the "Construction Permit").

b. **Technical Data.** All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the CP.

c. **Excluded Assets.** No cash, bank deposits, accounts receivable, copyrights, trademarks, service marks, or intellectual property of Seller (other than the CPs' call signs) are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

2. **AMOUNT OF PURCHASE PRICE.** In consideration for the sale, assignment, and conveyance to it of the Assets listed above, Buyer agrees to pay Seller Seven Thousand and 00/100 Dollars (\$7,000.00), or such lesser amount as the FCC may approve, subject to the below listed prorations and adjustments:

a. **Taxes.** All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

b. **Prorations.** Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

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3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price specified in paragraph 2 above shall be paid by the Buyer to Seller at Closing as follows:

a. One Thousand Dollars (\$1000.00) has been paid to Seller as an earnest money deposit; and

b. The balance of Six Thousand Dollars (\$6,000.00) shall be paid to Seller at Closing by cashier's check, wire transfer to Seller's designated bank account, or other certified funds.

#### 4. **FCC APPROVAL.**

a. **FCC Approval Required.** Consummation of the purchase and sale provided for herein is conditions upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of the License and said consent having become a Final Order. For purposes of this Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and there is no protest, petition to deny, request for stay, petition for rehearing, or appeal pending. The parties may mutually agree to waive the requirement that said consent shall have become final.


b. **Filing of Application.** The parties agree to proceed as expeditiously as practical, to file or cause to be filed an assignment application (the "Application") requesting FCC consent to the transaction herein set forth, and to file said application (FCC Form 345) with the FCC not later than fourteen (14) days after the date of this signed Agreement. The parties agree that the Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expense incurred by it in the preparation, filing, and prosecution of the Application, and all fees paid to the FCC in connection with the assignment of CP's License from Seller to Buyer will be borne equally by Seller and Buyer.

5. **CLOSING DATE AND PLACE.** The Closing shall take place within twenty (20) days of the date of the Commission's consent to the assignment of CP to Buyer becomes final (as defined in paragraph 4.a., herein), provided the conditions specified in the Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 205 Third Street, S.E., Washington, D.C. 20002, or at such other place as Buyer and Seller may select.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants as follows:

a. **Organization and Standing of Seller.** Seller is legally formed and constituted corporation in good standing under the laws of Utah. Seller also holds a valid License from the FCC for the CP.

b. **Seller's Authority.** Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey all property herein sold and

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assigned, and to execute, deliver and perform this Agreement.

**c. Seller Holds Current Valid FCC License.** Seller has the power and authority to own, and operate the CP and the business and properties related thereto and holds, and on the Closing Date will hold, License and any other authorizations which Seller must have in order to own, and operate the CP. No action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of CP's authorizations.

**d. No Material Default in Contractual Commitments.** Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

**e. Good Title to Properties.** Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecation, of all assets and property, rights, leases and contracts being assigned to Buyer hereunder.

**f. Claims and Litigations.** There is no claim or litigations or proceeding pending or, to the Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operations of the CP by Buyer.

**g. CP's Facilities and FCC Compliance.** The CP's antenna, transmitter and other equipment are, and on the Closing Date will be:

(a) in good operating condition and repair, ordinary wear and tear excepted, and not in need of repair or replacement; (b) operating in accordance with industry standards of good engineering practice; and (c) operating in compliance with the FCC License.

**h. Disclosure.** No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or be furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

**7. BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents, warrants, and covenants to Seller as follows:

**a. Buyer's Standing.** Buyer is an individual, and possesses all power necessary to own and operate the CP and carry out the provisions of this Agreement.

**b. Buyer's Authority.** The execution and delivery of this agreement and the consummation of the purchase of CP provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

**8. DISCLOSURE.** No representation or warranty made by Buyer in this

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Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of material fact, or omits, or will omit, to state material fact necessary to make the statements contained therein not misleading.

9. **RISK OF LOSS.** Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing is consummated upon the Buyer.

10. **ACCESS TO INFORMATION.** Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review Seller's physical properties, contracts to be assumed by Buyer, and accounting records which pertain exclusively to the CP.

11. **BROKERS.** Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales Commission, brokers or finders fees in connections with the transaction contemplated herein.

12. **INDEMNIFICATIONS BY SELLER.** Seller shall indemnify and hold harmless Buyer against and in respect of:

a. **Operations Prior to Closing.** Any and all liabilities, obligations, claims, and demands arising out of the right to own or operate the CP (including but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against the Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to compensate Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments.)

13. **INDEMNIFICATION BY BUYER.** Buyer shall indemnify and hold harmless Seller against and in respect of:

a. **Operation after Closing.** Any and all liabilities, obligations, claims and demands arising after the Closing Date out of the operation of the CP, the breach or nonperformance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of the Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be

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asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

**14. CONDITION'S PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE.**

Buyer shall not be obligated to close under this agreement unless and until the following conditions have been met:

- a. The FCC shall have given its consent to the assignment of the CP License from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.
- b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.
- c. Seller shall hold a valid, current and unexpired License for the CP.
- d. The representations and warranties of Seller 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.

**15. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE.**

Seller shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

- a. The FCC has given its consent to the assignment of the CP's License to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.
- b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on as of the Closing Date with the same effect as if made on and as of the Closing Date.
- c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

**16. BUYER'S PERFORMANCE AT CLOSING.** At the Closing, Buyer shall deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

**17. SELLER'S PERFORMANCE AT CLOSING.** At the Closing, Seller shall:

- a. Deliver to Buyer a certified copy of a resolution of Buyer's board of directors authorizing the consummation of the transactions provided for in this Agreement.
- b. Deliver to Buyer as assignment of the CP's License, and
- c. Deliver to Buyer such assignments, Bills of Sale, Receipt for the Purchase

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Price, and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the CP's assets and License being transferred and assigned herein, free and clear of all liens and encumbrances whatsoever.

18. **Earnest Money Refundable Clause.** The Seller agrees that the deposit is refundable if the FCC does not allow the sale of the CP for any unforeseen reason. However if the Buyer cancels or fails to perform on the purchase Agreement the deposit is not refundable.

19. **SURVIVAL OF WARRANTIES.** All representations, warranties, and covenants made by Seller shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

20. **NO ASSIGNMENT.** This Agreement may not be assigned by Buyer without Seller's prior written consent.

21. **TERM OF AGREEMENT.** This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 11:59 p.m. six (6) months later. In the event the Closing of this transaction shall not take place within the time limit herein above set forth solely by reason of the inability of Seller or Buyer to provide the various consents and approvals as set forth in paragraph 4.a herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder, except that Seller shall promptly return to Buyer the Purchase Price.

22. **TERMINATION ON NOTICE FOR HEARING.** If the Commission designates the application for hearing, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder, except that Seller shall promptly return to Buyer the Purchase Price.

23. **NOTICES.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: Larry Soule, Managing Member:  
Soule Video Production, inc  
106 E 1120 N Suite B  
Logan, Ut 84341

If to Buyer: Karlo Maalouf  
254 Clarges Lane  
Las Vegas, NV 89110

or to such other addresses as either party may designate from time to time by written notice to

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the other party; *provided, however*, that notifications to the other party shall not constitute valid "notice" as contemplated by this paragraph 22.

24. **REASONABLE ASSURANCES.** Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

25. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

26. **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, terminations, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

27. **COUNTERPARTS.** This Agreement may be executed in several counterparts all of which taken together shall constitute one Agreement. Electronic or facsimile copies of the signatures hereto shall be treated as original signatures for all purposes.

28. **JOINT PREPARATION OF AGREEMENT.** Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the "drafter."

29. **NO RETAINED INTEREST.** Following Closing, Assignor shall not have any retained or reversionary interests in the CP, as specified in FCC Rule 73.1150, 47 C.F.R. § 73.1150.

30. **LITIGATION--COSTS AND EXPENSES.** In the event of litigation in connection with or concerning the subject of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney fees.

31. **FCC REVERSE AUCTION / FORWARD AUCTION AND REPACKING.** It is unknown what the outcome of the proposed rulemaking will be. The FCC has not released details of how much spectrum is being put up for Auction and repacking. The final fate of LPTV is also unknown. The buyer agrees to hold seller harmless of any future actions of the FCC as LPTV is a secondary service and does not carry many rights of Full-Power and Class-A stations. The FCC may altogether eliminate LPTV and the Buyer will hold the Seller harmless.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written..

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**SELLER:**

**SOULE VIDEO PRODUCTIONS, INC**

By: , President

Witness , Assistant Secretary \_\_\_\_\_

**BUYER:**

**KARLO MAALOUF**

By: 

Witness Jeannifer Maalouf, Wife 

**FCC AUTHORIZATION TO BE ASSIGNED  
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