

Asset Purchase Agreement

By and between

Ondas de Vida, Inc.

And

Radio Catolica La Consentida, Inc.

Erica Perez

For the Sale and Purchase of

New Non-Commercial FM Translator in Victorville, CA

City of License Barstow, CA

Translator K228CO, Facility No. 28845

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), made and entered into as of this 4th day of August, 2009, by and between ONDAS DE VIDA, INC., a non-profit corporation organized under the laws of the State of California ("Seller") and RADIO CATOLICA LA CONSETIDA, INC. (Erica Perez) ("Buyer").

WITNESSETH:

WHEREAS, Seller holds an authorization issued by the Federal Communications Commission (the "FCC") for the operation of a non-commercial FM station to serve Victorville, California, Facility No. 28845 (the "Translator"); and

WHEREAS, Seller desires to sell and/or assign, and buyer desires to purchase and /or assume ownership and operation of the Station; and

WHEREAS, the assignment of the authorization for the station is subject to prior approval of the FCC.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1

ASSETS TO BE SOLD

On the closing date, Seller shall sell, assign, transfer, convey, set over, and deliver the Buyer, and Buyer shall purchase and/or accept assignment of, free and clear of any security interests, claims, encumbrances, liens or liabilities, all licenses, permits and authorizations issued or granted by the FCC for the operation of or to be used in connection with the operation of, the station and all application filed with the FCC for the Station (hereinafter collectively the "commission Authorization") as well as the assets listed in Appendix A hereto.

SECTION 2

PURCHASE PRICE

In consideration of Seller's performance of this Agreement, the purchase price for the assets being sold pursuant to this agreement shall be **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**. The purchase price shall be paid as follows:

2.1 Seller acknowledges receipt from buyer of an earnest money deposit of **TEN THOUSAND DOLLARS** (check #_____ on 12/1/2009 payable to Ondas de Vida, Network), and

2.2 Upon execution of this Agreement, Buyer shall execute in favor of Seller or its designee an 8% interest bearing Promissory Note in the amount of NINETY THOUSAND DOLLAR (\$90,000.00)., which will be payable as follows; Per details on promissory note and Final Payment will finalize the purchase.

SECTION 3 **APPLICATION TO AND CONSENT BY FCC**

3.1 FCC Consent. Buyer and seller each acknowledge that consummation of the purchase and sale provided for herein and the performance of the obligation of Seller and Buyer under this agreement is subject to the FCC's consent to the assignment of the Commission Authorization from Seller to Buyer. Seller and Buyer agree to proceed expeditiously and with due diligence and in good faith and to use their best efforts and to cooperate with each other in seeking the FCC's approval of the assignment of the station.

3.2 Authorization. Seller is the authorized legal holder of the station.

3.3 Buyer's Qualifications. Buyer acknowledge that she understands that the station is a non-commercial educational station, and that the assignee must qualify as a non-profit educational organization and will be required in conjunction with the filing of an assignment application with the FCC to provide a showing that the station will be used for the advancement of an educational program.

Seller _____
Héctor Manzo / Ondas de Vida, Network

Buyer _____
Erica Perez/ Radio Catolica la Consetida

APPENDIX A

The equipment included in the sale is:

1-Coax Cable,
Various Connectors.
1 Crown 40 Watts Transmitter

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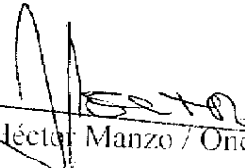
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Seller  Héctor Manzo / Ondas de Vida Network

Buyer

Erica Perez / Radio Catolica la Consetida

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Erica Perez/ Radio Catolica/ la Consetida