

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of June 2016 and is by and between **Family Life Broadcasting System**, (hereinafter referred to as "Assignor") and **World Broadcasting & Television, LLC** (hereinafter referred to as "Assignee"). Assignor and Assignee are collectively referred to herein as "the Parties".

RECITALS

WHEREAS, the Federal Communications Commission (FCC) on or about January 22, 2015 granted to Assignor a new Construction Permit (File No. BMPFT-20140530AMT) for FM Translator Station K246CG at Las Cruces, NM, (Facility ID No. 148434), (the "Translator"); and

WHEREAS, Assignor now desires to sell, assign and transfer the Construction Permit for the Translator on the terms and conditions specified herein; and

WHEREAS, Assignee desires to acquire the Construction Permit for the Translator on the terms and conditions specified herein; and

WHEREAS, consent of the Federal Communications Commission ("FCC") for the transaction contemplated hereunder is required prior to consummation thereof;

AGREEMENT

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment of Construction Permit and sale of other assets of the Translator. Subject to the terms and conditions herein set forth, Assignor agrees to assign and Assignee agrees to purchase and accept the assignment of the Construction Permit ("CP") for the Translator, together with all of Assignor's pre-construction research, contract rights, books and records and goodwill relating exclusively to the Translator (the "Assets"), all in as-is, where-is condition as of the time of Closing.
2. Consideration. The Purchase Price for the CP shall be Forty-Nine Thousand Five-Hundred Dollars (\$49,500) in cash, cashier's check or wire transfer at Closing. Of this amount, Nine-Thousand Nine-Hundred Dollars (\$9,900) will be placed in Escrow by Assignee with Rockwell Media Services, LLC ("Rockwell") upon execution by both parties of this Agreement and the Escrow Agreement attached hereto as Exhibit 1 (the "Escrow Agreement"). This amount shall be considered an Earnest Money Deposit (the "Earnest Money Deposit"), which shall be released to Assignor by Rockwell at Closing and be applied to the Purchase Price at Closing. Should the


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Closing not occur for any reason relating exclusively to Assignor, or upon termination of this Agreement due to Assignor's material breach, the Earnest Money Deposit shall be returned to Assignee. Should the Closing not occur for any reason relating exclusively to Assignee, or upon termination of this Agreement due to Assignee's material breach, the Earnest Money Deposit shall be retained by Rockwell and given to Assignor less Rockwell's Fees and Costs.

3. Application. Within five (5) business days following the date of execution of this Agreement, the parties shall cooperate in the electronic filing of an application (FCC Form 345) seeking FCC consent to the assignment (the "Assignment Application"). The parties shall each use best efforts to prosecute the Assignment Application diligently and in good faith so that it may be granted by the FCC as soon as practicable.
4. Closing. On the Closing Date, the Assignee agrees to pay the Purchase Price, and the Assignor shall deliver clear title to the Assets. The Closing will occur within five (5) business days following the date on which the FCC approves the assignment of the FCC Permit from the Assignor to the Assignee is granted and becomes a "Final Order". The parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to the Assignor or the Assignee; or (2) the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term "Final Order" shall mean an order of the FCC which is not reversed, stayed, enjoined or set aside; and as to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending; and provided that the time for filing any such request, petition or notice of appeal or review by the FCC, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired. Notwithstanding the foregoing, Assignee may waive the requirement that the grant become a Final Order, in which case closing shall occur following initial grant of the Application.
5. Non-Closing. Should the FCC revoke or refuse to approve the transfer of the Construction Permit specified herein, Assignor agrees refund the Deposit as described in Exhibit "A" within five (5) business days of such final denial by the FCC and there shall be no further obligation by either party.
6. Representations, Warranties and Covenants. Assignor and Assignee represent that each has had the opportunity to have legal counsel review this Agreement and the action contemplated. The cost of legal representation shall be paid by the party which incurred the expense. Each party represents to the other that it has full legal authority and power to enter into this Agreement and to timely perform all of its obligations set forth herein. Assignor covenants that it will use all reasonable efforts to avoid any act that might have a material adverse effect upon the Assets, the CP, or the transaction contemplated hereby pending the Closing.
7. Exclusivity and Confidentiality. The parties agree that from the date hereof, the Assignor will not seek to transfer, sell or entertain any offers to buy from third-parties the CP. Further, the


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parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the FCC rules.

8. FCC and Financial Qualifications. Assignee represents warrants and covenants that the Assignee is qualified to be an FCC licensee and to hold the Broadcast Authorization which is the subject of this Agreement; and that the Assignee is and will be financially qualified to perform all obligations of this Agreement at all relevant times.

9. Consents. Except for FCC consent, no consent, waiver, authorization or approval from, or filing of any notice or report with, any Governmental Authority or other Person is necessary in connection with the execution, delivery or performance by Seller of this Agreement or any of the documents or transactions contemplated hereby.

10. Applications. Assignor agrees to cooperate with Assignee in the filing of a Minor Modification Application (FCC Form 349) for the Permit (the Application") relocating the authorization to a tower which will serve the Assignee's purposes. Assignor shall immediately establish a separate CDBS account associated with the Assignor's FRN with the Las Cruces, New Mexico (Facility No. 148434). All costs and expenses incurred by Assignee in conjunction with the preparation, review, filing and processing for the Minor Modification Application shall be paid by the Assignee.

11. Fees. The Parties agree that the legal fees shall be paid by the party which incurred the expense, and further that the FCC Assignment application fee shall be paid one-half by the Assignee and one-half by the Assignor (i.e. 50/50).

12. Brokerage Fees. Assignor shall be solely responsible for its media broker's fees to Rockwell Media Services, LLC. Assignee shall be solely responsible for its media broker's fees.

13. Transmitter site. The Assignor agrees to reasonably cooperate with the Assignee in its effort to submit a Minor Modification Application for the Permit.

14. Public Notice. Upon filing the Assignment Application, the Assignor shall be responsible for, and shall take the necessary steps, to provide such legal public notice concerning the Assignment as is or may be required under the FCC Rules and provide Assignee with evidence of compliance with the local public notice requirement.

15. Notices. All correspondence or notice required or desired to be given under this Agreement shall be deemed given when delivered to the US Postal Service, pre-paid First Class mail, to the address listed below:

[See Next Page]

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To Assignor:

Family Life Broadcasting System
7355 North Oracle Road
Tucson, Arizona 85704
ATT: Alonzo D. Williams

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

Womble Carlyle Sandridge & Rice, LLP
1200 Nineteenth St., NW
Fifth Floor
Washington, DC 20036
Attention: Peter Gutmann
Facsimile: (202) 261-0032
Email: pgutmann@wcsr.com

To Assignee:

World Broadcasting & Television, LLC
2118 Del Valley Way
Yuma, Arizona 85364
ATT: Adriana Aguirre

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

J. Christian Barlow, Esq.
Barlow Law, PLLC
321 North Mall Drive R290
St. George, Utah 84790
Fax: (435) 215-2420
Email: jcb@JohnChristianBarlow.com

16. Liquidated Damages. If any party performs any act or omission that adversely affects the terms of this agreement resulting in a material breach of the agreement, actual damages would be difficult to ascertain and so the parties agree that the amount of the Escrow Deposit (\$9,900) is a reasonable approximation of the damage they would suffer were the other party to default.

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17. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreement whether in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties and may be executed in counterparts. This Agreement may be executed in counterparts. The Agreement is to be construed and enforced under the laws of Arizona with venue for any action brought to enforce this Agreement in the state or federal courts of competent jurisdiction of the State of Arizona.

The undersigned represent and warrant that, respectively, they have authority to sign this Agreement and to legally bind themselves to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

FAMILY LIFE BROADCASTING SYSTEM, INC. - "ASSIGNOR"



By: Alonzo D. Williams
Its: Vice President of Operations

WORLD BROADCASTING & TELEVISION, LLC - "ASSIGNEE"



By: Adriana Aguirre
Its: Managing Member


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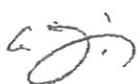
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Exhibit 1

Escrow Agreement


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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 7th day of June 2016, by and between **World Broadcasting & Television, LLC** (“Buyer”) and **Family Life Broadcasting System** (“Seller”) and **Rockwell Media Services, LLC**, a Utah limited liability company (“Escrow Agent”).

RECITALS

WHEREAS, Buyer and Seller have entered into a Purchase Agreement dated June 3, 2016 (the “Purchase Agreement”), in which Buyer has agreed to acquire certain assets of Seller relating to FM Translator Station K246CG, Las Cruces, New Mexico (Facility No. 148434)..

WHEREAS, pursuant to the Purchase Agreement, Buyer must deposit certain sums into an escrow;

WHEREAS, Escrow Agent is willing to act as Escrow Agent under the Escrow Agreement and hold, manage and distribute the Escrow Deposit, defined below, in accordance with this Escrow Agreement;

WHEREAS, Buyer and Seller have mutually agreed that Rockwell Media Services, LLC shall act as Escrow Agent.

NOW THEREFORE, in consideration of then promises and mutual covenants contained herein, the parties hereto agree as follows:

1. Deposit Payment. Buyer deposits with the Escrow Agent the sum of NINE-THOUSAND NINE-HUNDRED DOLLARS (\$9,900.00) (“Escrow Deposit”).
2. Acknowledgment of Receipt: Instructions Regarding Handling. The Escrow Agent acknowledges receipt of the Escrow Deposit. Any cash received by the Escrow Agent shall be invested and reinvested from time to time pursuant to any written instructions given to the Escrow Agent jointly by the parties. In the absence of any written instructions, the Escrow Agent shall, in its discretion, invest the Deposit in short-term interest bearing obligations of the United States Government, or obligation of the United States banks that are member of the Federal Reserve System., or money market accounts.
3. Distribution of Escrow Deposit. The Escrow Agent shall retain the Escrow Deposit until it:
 - a. Receives written directions, from Seller and Buyer, directing a disbursement of the Escrow Deposit; or

- b. Receives written directions from either Seller or Buyer and does not, within ten (10) business days from the date on which the Escrow Agent sends the written directions to the other party, receives no objection in writing to the distribution contemplated by the written directions.
4. Reliance of Escrow Agent upon Documents. Escrow Agent may act in reliance upon any signature of writing instrument that it believes in good faith to be genuine, may Assume the validity and accuracy of any statement or assertion contain in such writing, notice, advice or instructions in connection with the provisions of this Escrow Agreement.
5. Escrow Agent Acts Only as Depositor. The Escrow Agent will act hereunder as a depository only and not a party to any other agreement, document or understanding in which Buyer and Seller are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any of the agreements or documents existing between Buyer and Seller. The Escrow Agent undertakes no responsibility or liability for the execution of such agreements and documents.
6. Escrow Agent's Duties Re: Conflict Demands. If any dispute arise among the parties concerning this Escrow Agreement (including, but not limited to, a failure by the parties to jointly agree with respect to disbursement of the Escrow Deposit, or an objection by a party to any written directions regarding disbursement of the of the Escrow Deposit), Escrow Agent may, unless the parties, in writing direct it to the contrary, hold the Escrow Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefore has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing the Escrow Agent on the disbursal of the Escrow Deposit. Escrow Agent shall comply with such court judgment. In the alternative, the Escrow Agent may interplead the Escrow Deposit with the Washington County Fifth District Court in St. George, Utah pursuant to Utah Rules of Civil Procedure. If the Escrow Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorney's fees, in connection with such interpleader action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until it receives a final judgment in the interpleader action.
7. Escrow Agent's Liability. The Escrow Agent shall have no liability hereunder except for its own willful misconduct, bad faith or gross negligence.
8. Fees and Expenses of Escrow Agent. Escrow Agent shall not be entitled to receive fees for its services, but shall be reimbursed for expenses (including reasonable legal fees) incurred by it as Escrow Agent. Such Fees shall an expenses of the Escrow Agent shall be shared equally by the Seller and Buyer. The Escrow Agent shall be vested with a lien

on the Escrow Deposit and then interest earns thereon from indemnification, reasonable attorneys' fees, court costs, any suite, interpleader or otherwise, for any other expense, fees or charges of any character or nature, that may be incurred by Escrow Agent by reason of disputes arising between Seller and Buyer. Notwithstanding any written instructions or any award made as a consequence of any suit, action or other proceeding arising out of this Escrow Agreement, the Escrow Agent shall have the right to withhold from any funds subject to disbursement an amount equal to the Escrow Agent's expenses incurred pursuant to this Escrow Agreement until such additional expenses shall be fully paid.

9. Attorney's Fees and Other Expenses. If any suit, action or other proceeding arises out of this escrow Agreement, the losing party shall pay the prevailing party.

a. Its reasonable attorneys' fees and other costs incurred in connection with the dispute giving rise to such proceedings, and

b. Unless otherwise paid directly to the Escrow Agent, the losing party's share of any expenses incurred by the Escrow Agent in connection with performing its responsibilities under this Agreement.

10. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing or by facsimile transmission, and shall be deemed to be delivered, on receipt if delivered by hand delivery, or facsimile, or whether actually received or not, seven-two (72) hours after deposit of both the original and the copies, as provided below, in a regularly mailed receptacle of the United State Post Office mail, registered or certified, postage prepaid as addressed as follows:

a. If to Seller:

Family Life Broadcasting System
7355 North Oracle Road
Tucson, Arizona 85704
ATT: Alonzo D. Williams

with a copy, this shall not constitute notice, to

Womble Carlyle Sandridge & Rice, LLP
1200 Nineteenth St., NW, Fifth Floor
Washington, DC 20036
Attention: Peter Gutmann
Facsimile: (202) 261-0032
Email: pgutmann@wcsr.com

b. If to the Buyer:

World Broadcasting & Television, LLC
2118 Del Valley Way
Yuma, Arizona 85364
ATT: Adriana Aguirre

with a copy, this shall not constitute notice, to

J. Christian Barlow, Esq.
Barlow Law, PCC
321 North Mall Drive R290
St. George, Utah 84790

11. Counterpart Signatures: Facsimile. This Escrow Agreement may be executed by the parties and the Escrow Agent in any number of counterparts, and each executed copy shall be original for all purposes without account for the other copies, provided that all parties and the Escrow Agent have executed a counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as a delivery of a manually executed counterpart of the Agreement.
12. Interpretation. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Utah, except in regard to the law governing conflict of law questions and/or law governing interpleader actions, with the laws of the State of Utah to apply in regard to procedural aspects of the interpleader action.
13. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of the Seller and Buyer as between each other, it does not supersede, and is subject to the Purchase Agreement.
14. Amendments. The Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by instrument in writing executed by or in behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.
15. Assignment; Successors and Assigns: No party, or the Escrow Agent, may assign this Agreement without the written consent of each party and the Escrow Agent. This

Agreement shall be binding up and shall inure to the benefit of the parties, the Escrow Agent and their respective legal representatives, successors and permitted assigns.

16. Section heading. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers on the date first written above.

SELLER:

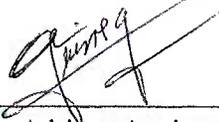
FAMILY LIFE BROADCASTING SYSTEM



By: Alonzo D. Williams
Its: Vice President

BUYER:

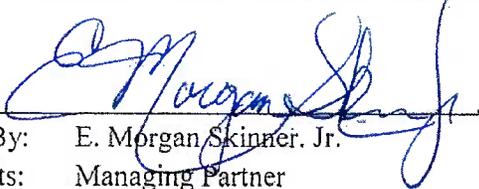
WORLD BROADCASTING & TELEVISION, LLC



By: Adriana Aguirre
Its: Managing Member

ESCROW AGENT:

ROCKWELL MEDIA SERVICES, LLC



By: E. Morgan Skinner, Jr.
Its: Managing Partner