

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (“Agreement”), made and entered into as of this 23rd day of August, 2010, by and between **HISPANIC FAMILY CHRISTIAN NETWORK, INC.**, a not-for-profit corporation organized under the laws of the State of Texas (“Assignee”), and **CONFESORA PERALTA** (“Assignor”).

### **W I T N E S S E T H:**

**WHEREAS**, Assignor holds authorizations issued by the Federal Communications Commission (the “FCC”) for the operation of Station WYHD-LP, Escanaba, Michigan, Facility No. 129829; Station WHDY-LP, Panama City, Florida, Facility No. 130063 (the “Stations”); and

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume ownership of certain of the assets, property and business used or to be used in the operation of the Stations; and

**WHEREAS**, the assignment of the authorizations for the Stations are subject to the prior approval of the FCC; and

**WHEREAS**, Assignor current has owes unpaid indebtedness to the party from whom she purchased the permits in the amount of \$46,500.00.

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

### **SECTION 1** **ASSETS TO BE SOLD**

1.1 On the Closing Date, Assignor shall sell, assign, transfer, convey, set over, and deliver to Assignee, and Assignee shall purchase and/or accept assignment of the following (hereinafter collectively the “Stations’ Assets”) free and clear of any security interests, claims, encumbrances, liens or liabilities:

1.1.1 **Authorizations.** 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 Stations and all applications filed with the FCC for the Stations (hereinafter collectively the “Commission Authorizations”). Assignee acknowledges that the Commission Authorizations are each a “secondary authorization” and has no interference protection against a full power station, which could require the Commission Authorization to be surrendered or canceled.

1.1.2 **Intangibles.** All right, title and interest of Assignor in the call signs “WWHY-LP” and “WYHD-LP” (the “Intangibles”).

1.1.3 **Business Records.** Copies of financial records, engineering, advertising reports, programming studies, consulting reports, computing software, marketing data, and business and personnel records relating solely to the business or operation of the Stations

(hereinafter collectively “Business Records”) or to assets or agreements purchased or assumed by Assignee.

## **SECTION 2** **PURCHASE PRICE**

2.1 **Purchase Price.** In consideration of Assignor’s performance of this Agreement, Assignee shall assume the indebtedness owed for the Stations.

## **SECTION 3** **CONDITIONS FOR CLOSING**

The Closing of the transactions contemplated by this Agreement (the “Closing”) shall take place within ten (10) business days after the date of FCC’s action approving the transaction.

## **SECTION 4** **OBLIGATIONS AT CLOSING**

4.1 **Closing Documents to be Delivered by Assignor.** At the Closing for the Stations, Assignor shall deliver to Assignee the following (“Assignor’s Closing Documents”):

4.1.1 An executed Assignment of Authorizations in form and substance reasonably satisfactory to counsel for Assignee assigning the Commission Authorizations to Assignee for those licenses and permits approved for assignment by the Commission.

4.1.2 An executed Assignment of Intangibles for the intangible property rights being conveyed.

4.1.3 A certificate executed by an officer of Assignor stating that (a) all of the representations and warranties of Assignor set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Assignor on or prior to the Closing Date have been performed in all material respects.

4.1.4 Copies of all material Business Records.

4.2 **Closing Documents to be Delivered by Assignee.** At the Closing Assignee shall deliver to Assignor the following (“Assignee’s Closing Obligations”):

4.2.1 A certificate executed by an officer of Assignee stating that: (a) all of the representations and warranties of Assignee set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Assignee on or prior to the Closing Date have been performed in all material respects.

4.2.2 An assumption of the amount owed by Assignor.

## **SECTION 5** **BROKERAGE**

Assignor and Assignee each represent and warrant to the other that it knows of no broker, finder, or intermediary who has been involved in the transactions provided for in this Agreement or who might be entitled to a fee or commission upon the consummation of such transactions. Assignee and Assignor hereby agree to indemnify each other from and against any claim of any such obligation or liability by any person, and any expense incurred in defending against any such claim, including reasonable attorneys' fees, that shall have resulted from any conduct, activity, or action taken, or allegedly taken, by the indemnifying party.

## **SECTION 6** **MISCELLANEOUS**

6.1 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the sections themselves or the intentions of the parties.

6.2 **Entire Agreement.** This Agreement and any other agreements entered into contemporaneously herewith set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

6.3 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Assignee may freely assign this Agreement provided that any such assignee shall agree in writing to assume all of Assignee's obligations hereunder. Should Assignee assign its rights to acquire the Stations it is acquiring hereunder, Assignee's assignee shall be entitled, without limitation, to (i) rely on all of the representations, warranties and covenants of Assignor hereunder, and (ii) the benefit of all indemnifications provided by Assignor hereunder. Assignor will cooperate with Assignee and execute any documents reasonably necessary to effectuate such assignment.

6.4 **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Assignee of title to the Assets, and/or the successful processing by the FCC of the application to be filed with it.

6.5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.

6.6 **Legal Actions.** If either Assignor or Assignee initiates any legal action or lawsuit against the other involving this Agreement, the prevailing party in such action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in such proceeding. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

6.7 **Governing Law.** The parties agree that this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the State of Texas.

6.8 **Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

6.9 **Time is of the Essence.** Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

6.10 **Severability.** If any term or provision of this Agreement or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, that nothing in this provision shall impair a party's rights pursuant to Sections 12 or 16 hereof.

6.11 **Choice of Forum.** The parties agree that that the only and exclusive forum for any action brought to resolve any dispute arising out of this Agreement shall be the federal or state courts having jurisdiction over Houston, Texas. No party shall oppose or assert a defense against such litigation in said courts on the grounds that the court lacks personal jurisdiction.

6.12 **Confidentiality.** Assignee and Assignor, and their respective employees, agents and representatives, shall each keep confidential all information obtained with respect to the other in connection with the negotiation and performance of this Agreement, except where such information is known or available through other lawful sources or where its disclosure is required in accordance with applicable law. If the transactions contemplated hereby are not consummated for any reason. Assignee and Assignor, and their respective employees, agents and representatives, shall return to the other, without retaining a copy thereof, any written information, including all financial information, obtained from the other in connection with this Agreement and the transactions contemplated hereby, and shall forever preserve the confidentiality of such information. The parties recognize that a breach of this covenant of confidentiality may cause substantial, irreparable harm to the other's business and therefore agree that injunctive relief would be appropriate to enforce any breach of this covenant.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their proper individuals or officers thereunto duly authorized as of the day and year first above written.

**ASSIGNEE:**

**HISPANIC FAMILY CHRISTIAN  
NETWORK, INC.**

By: \_\_\_\_\_  
Maria Cristiana Guel  
President

**ASSIGNOR:**

**CONFESORA PERALTA**

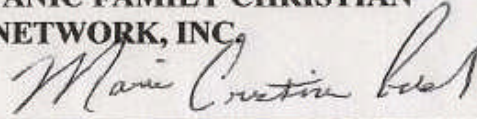
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President

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