

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made this 31th day of March, 2011, between **COMMUNITY COMMUNICATIONS, INC.**, a Florida not-for-profit corporation ("Seller"), and **COMMUNITY EDUCATORS OF ORLANDO, INC.**, a Florida not-for-profit corporation ("Buyer").

WHEREAS, Seller holds a license (the "License") issued by the Federal Communications Commission ("Commission") to operate on Channel 23 a digital Television Station, WMFE-TV, Orlando, Florida which digital license was granted by the Commission on March 8, 2010, and expires February 1, 2013 (File Number BLEDT-20090225ABF, see Exhibit A); and

WHEREAS, Seller desires to sell and Buyer desires to purchase and take assignment of certain of the assets, including the License, used and useful in the operation of the Station; and

WHEREAS, the parties hereto will be unable to complete the Closing of this Agreement until after the Commission has granted its consent to the assignment of the License for the Station contemplated herein in accordance with the terms of this Agreement; and .

NOW, THEREFORE, for and in consideration of the premises, and of the terms and conditions set out below, and with intent of being bound hereby, the parties agree to the following:

1. Conditioned upon the Commission granting approval of the assignment of the License for the Station to Buyer and with the following conditions precedent to closing on this purchase:

- The execution of a studio sublease between the parties in the form attached hereto as Exhibit B,
- The execution of a tower sub-lease between the parties in the form attached hereto as Exhibit C, and
- The filing with the Commission by Buyer of a request for a change in the Station call sign, to be effective upon Closing

plus satisfaction or performance of the other arrangements, terms and conditions set forth herein, Buyer agrees to purchase from Seller, and Seller agrees to sell and assign to Buyer on the Closing Date, as hereinafter defined, the assets described on the attached Exhibit D, (collectively, the “Assets”). Excluded from this transaction are cash, cash equivalents, endowments, contributions and pledges to Seller from viewers, bank accounts or deposit accounts of any kind, utility deposits, security deposits, accounts receivable, land and buildings, Seller’s rights in the call letters WMFE and WMFE-TV, and any assets of any Employee Plan sponsored by Seller.

2. In consideration of the performance by Seller of the covenants and agreements contained herein, Buyer agrees to pay the purchase price of Three Million Dollars (\$3,000,000.00) (the “Purchase Price”) for the Station, payable as follows:

(a) An Escrow payment for the benefit of Seller in the amount of Three Million Dollars (\$3,000,000.00) which on March 31, 2011 will be placed in an interest bearing account with Patrick Communications, L.L.C. (Escrow Agent) pursuant to an Escrow Agreement substantially in the form attached here as Exhibit E, with authorized initial signatory Greg J. Guy, to be applied to Purchase Price, with the accrued interest going to Buyer, and the Escrow Agent shall notify the Buyer of the bank and account number in which the escrow payment was deposited;

(b) The Escrow Agent shall disburse the Escrow, less adjustments, in the form of a wire of immediately available federal funds to Seller at Closing; and

(c) The parties shall as of Closing prorate any expenses that were prepaid by Seller for a period after Closing or for which payment is due after Closing for a period prior to Closing.

3. Seller warrants and represents to Buyer as follows:

(a) Seller has, and on the Closing Date shall have, good and transferable title to all of the Assets listed on Exhibit B. All Assets are sold “as is/where is.” On the Closing Date, there shall be no liens or encumbrances of any kind on the equipment listed on Exhibit B.

(b) On the date hereof, Seller has, and on the Closing Date warrants that it will have a valid License from the Commission to operate the Station and to the best of Seller’s knowledge, the License for the operation of the Station is not subject to any pending or threatened adverse action or proceedings by the Commission or other controlling governmental authority and that pending approval of the assignment of License for the Station, Seller will continue to hold the License in accordance with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and the Rules and Regulations of the Commission.

(c) Seller has the right, power and authority to hold the Assets, including the License for the Station, and to sell the License to Buyer. All requisite legal action has been taken to approve this Agreement and the sale and assignment of the Assets, including the License, and the undersigned officer of Seller is authorized

to execute this Agreement and all associated documents on its behalf and deliver them to Buyer.

(d) To the best of Seller's knowledge, the execution and delivery of this Agreement and the consummation of this transaction do not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which Seller is a party or is bound or constitute a default thereunder.

(e) Seller will, prior to the date of Closing, take all requisite action to assist in the approval of this Agreement by the Commission and the assignment of the License from Seller to Buyer as contemplated by this Agreement.

(f) No litigation at law or in equity and no proceeding before any commission or other administrative or regulatory authority is pending or to the knowledge of Seller threatened against or affecting the Assets, including the License of the Station.

(g) As of the Closing, there will be no liens, security interests or encumbrances of any kind against the Station.

(h) No representation or warranty by Seller contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Buyer with complete and accurate information as to the License.

4. Buyer warrants and represents to Seller as follows:

- (a) Buyer has the right, power and authority to hold the License for the Station and to buy the License from Seller.
- (b) To the best of Buyer's knowledge, the execution and delivery of this Agreement and the consummation of this transaction does not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which buyer is a party or by which it is bound or constitute a default thereunder.
- (c) Buyer has, prior to the date of the execution of this Agreement, taken all requisite corporate action to approve this Agreement and the assignment of the License from Seller as contemplated by this Agreement, and the undersigned officer of Buyer is authorized to execute this Agreement and all associated documents on its behalf.
- (d) Buyer is legally, technically, financially, and otherwise qualified under the Communications Act of 1934, as amended, to acquire the FCC License.
- (e)

No representation or warranty by Buyer contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Seller with complete and accurate information.

- (f) Buyer will, prior to the date of Closing, take all requisite action to assist in the approval of this Agreement by the Commission and consummation of this Agreement in a timely fashion.

5. This entire Agreement is subject to the approval of the Commission of the assignment of the License contemplated hereby, without any conditions materially adverse to Buyer. Each party agrees to cooperate with the other fully in securing the necessary approval of the Commission and to file an application with the Commission on May 2, 2011. Buyer and Seller each will be responsible for their own legal costs.

6. It is agreed that Seller shall maintain and control the ownership of the Assets, including the License, for the Station until the Closing Date following approval by the Commission of the assignment application contemplated herein.

7. In the event consent of the Commission to the arrangements, terms and conditions provided for in this Agreement shall not have become Final, as defined herein, on or before nine (9) months from the date of this Agreement, or such application is designated for hearing by the Commission, Seller or Buyer may terminate this Agreement by giving notice to the other in writing. In the event that this Agreement is terminated pursuant to the provisions of this paragraph, both parties hereto shall execute any documents and take any action necessary with the Commission to withdraw the application for the assignment of the License to Buyer and shall thereafter stand fully released and discharged of any and all obligations.

8. The sale and assignment of the Assets, including the License, as contemplated by this Agreement (the "Closing") shall take place on a date (the "Closing Date") following the Commission's consent to the assignment of the License. If no Petition to Deny or Objection was filed against the application for FCC consent, the Closing shall take place two weeks after Commission staff grant (on Form 732) of the application for consent to assignment of the Station's License has been issued. If a Petition to Deny or Objection was filed against the application for FCC consent, the Closing shall take place, at Buyer's option, on a date at least ten

(10) business days after Commission staff grant (on Form 732) of the application for consent to assignment of the Station's License has been issued but no later than ten (10) business days after the Commission's consent to the application for assignment of the License has become final (i.e., no longer subject to administrative or judicial review).

The Closing shall take place by electronic transmission with overnight delivery of original documents. At the Closing, the parties shall execute and deliver any documents necessary to effectuate the transfer of the License and the Assets to Buyer and such other documents as may be necessary or appropriate to effectuate this Agreement.

9. In the event either party hereto commits a material breach of any material agreement set forth herein, then the remedies for such breach shall be as follows:

(a) If such default be by Buyer, Seller shall be entitled to Three Hundred Thousand Dollars (\$300,000.00) from the Escrow account as liquidated damages from Buyer, with the accrued interest to Buyer, as its sole and exclusive remedy for any and all breaches or defaults by Buyer hereunder. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the liquidated damages provided for herein is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform hereunder.

(b) If such default be by Seller, Buyer shall be entitled to: (i) the return of the Escrow plus all accrued interest; (ii) pursue any claims for actual compensatory damages for actual out-of-pocket expenses expended, arising from such default; or (iii) seek specific performance of this Agreement.

10. In the event of any default, as herein provided, the party not in default shall give written notice to the defaulting party of the specific nature of the default. The defaulting party shall have fifteen (15) days from receipt of the written notice to cure the default.

11. The risk of loss regarding the personal property being purchased in accordance with the terms of this Agreement shall transfer to the Buyer on the date of closing. The Seller agrees to continue to maintain its casualty and liability insurance concerning the assets being purchased until the date of closing. If prior to Closing there is a casualty loss, damage, or destruction that materially impairs the operation of the Station, Seller shall promptly give Buyer written notice setting forth in detail the nature and extent of such event. Seller shall use its commercially reasonable efforts to commence promptly and diligently pursue needed repair or replacement. If such repair or replacement cannot be completed prior to the date that would otherwise be designated for Closing, then (i) Buyer may elect to (A) consummate the transaction on the Closing Date, in which event Seller shall assign to Buyer the portion of the insurance proceeds, if any, not previously expended by Seller to repair or replace the damaged or destroyed property, or (B) delay the Closing until fifteen (15) days after Seller gives written notice to Buyer of completion of the repair or replacement, provided that in no event shall Buyer delay the Closing to a date more than one year after the date of this Agreement; or (ii) Seller may elect to extend the Closing date for up to sixty (60) days as necessary to complete the repair or replacement.

12. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. Any controversy or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in accordance with the rules of the American Arbitration Association existing at the date thereof. The dispute shall be submitted

to three (3) arbitrators who are located in Washington, D.C. and listed on the commercial panels of the American Arbitration Association, with one arbitrator being selected by Buyer, one arbitrator selected by Seller, and one arbitrator being selected by agreement of Buyer and Seller. In the event that any of the parties hereto shall have failed to select its arbitrator and given notice thereof to the others, within ten (10) days after any notification of any demand for arbitration hereunder, such arbitrator shall be selected by the American Arbitration Association. Judgment may be entered on any decision rendered by the arbitrators in any Federal or State court having jurisdiction in Orange County, Florida. Each party shall bear the costs of the fees and expenses of the arbitrator selected by or for it and the fees and expenses of the third arbitrator shall be shared by the parties.

13. Any notices required or permitted to be given to Seller by Buyer shall be deemed sufficient if mailed with postage prepaid by certified or by registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

Jose A. Fajardo
Community Communications, Inc.
11510 East Colonial Drive
Orlando, FL 32817

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

Lawrence M. Miller, Esq.
Schwartz, Woods & Miller
1223 20th Street, N.W.
Suite 610
Washington, D.C. 20036

Any notice required or permitted to be given to Buyer by Seller shall be deemed sufficient if mailed with postage prepaid by certified or registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

Marcus D. Lamb, President

Community Educators of Orlando, Inc.
3901 Highway 121 South
Bedford, TX 76021

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

Robert L. Olender, Esq.
11913 Grey Hollow Court
North Bethesda, MD 20852

The above addresses may be changed by written notice of such change to the last address designated. All notices shall be deemed given upon the earlier of actual delivery to the intended recipient or three (3) calendar days after being deposited in the United States Mail or Federal Express as provided above.

14. This Agreement shall inure to and be binding upon the successors, representatives, and assigns of the respective parties hereto. Buyer shall be entitled to assign its rights under this Agreement to another entity prior to submission of the Application For Consent to Assignment to the Commission, and provided that said request does not create delay, upon written consent of Seller, which consent shall not be withheld unreasonably.

15. This Agreement may be executed in any number of counterparts.

16. This Agreement may be amended, modified, superseded or canceled, and the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

17. The duties, responsibilities and obligations of each party hereunder are expressly conditioned on the compliance or performance in all material respects, unless waived, of all of the terms, covenants and conditions to be complied with or performed by each of the other parties on or before Closing.

18. The representations, warranties, covenants and agreements contained herein shall be deemed to be material and relied upon by the party to which they are made and shall survive the execution, delivery and performance of this Agreement, consummation of the transaction contemplated hereunder and any investigation made by or on behalf of the parties at any time except that they shall expire one year after Closing..

19. This Agreement contains the entire understanding among the parties and supersedes all prior written or oral agreements between them respecting the within subject matter unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

20. The representations and warranties of the parties contained in this Agreement shall be true and correct in all material respects at and as of Closing as though such representations and warranties were made at and as of such time.

21. In the event that either party hereto institutes an action or other proceeding to enforce any rights arising under this Agreement, except with respect to arbitration as set forth in Section 12 hereof, the party prevailing in such action or other proceeding shall be entitled to an award of all reasonable costs and reasonable attorneys' fees as determined by the Court, in addition to any other relief granted.

22. Seller shall defend, indemnify, save and hold harmless Buyer and its successors and assigns, from and against any and all costs, losses, liabilities, obligations, lawsuits, claims and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, (collectively, "Claims") incurred in connection with or arising out of or resulting from (a) any breach of any covenant, representation or warranty made by Seller in this Agreement; or, (b) any liability, obligation or commitment of any nature (absolute, accrued, contingent or otherwise) of Seller relating to the License, or the Assets arising out of a transaction entered into by Seller or an event occurring prior to the Closing (except for post-Closing obligations of Seller under any agreements being assumed by Buyer). Within fourteen (14) days after Buyer receives actual knowledge of any claims which Buyer reasonably and in good faith determines may give rise to Seller's liability hereunder, Buyer shall provide written notice of such potential claims to Seller.

23. Buyer shall defend, indemnify, save and hold harmless Seller, and its successors and assigns, from and against any and all costs, losses, liabilities, obligations, lawsuits, claims and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, (collectively, "Claims") incurred in connection with or arising out of or resulting from (a) any breach of any covenant, representation or warranty made by Buyer in this Agreement; or (b) any liability or obligation incurred by Buyer relating to Buyer's ownership or operation of the Station, License, or Assets after the Closing. Within fourteen (14) days after Seller receives actual knowledge of any claims which Seller reasonably and in good faith

resulting from (a) any breach of any covenant, representation or warranty made by Buyer in this Agreement; or (b) any liability or obligation incurred by Buyer relating to Buyer's ownership or operation of the Station, License, or Assets after the Closing. Within fourteen (14) days after Seller receives actual knowledge of any claims which Seller reasonably and in good faith determines may give rise to Buyer's liability hereunder, Seller shall provide written notice of such potential claims to Buyer.

24. Buyer and Seller acknowledge that Seller is responsible for any and all broker fees due to Patrick Communications involved in the sale of this station.

25. The parties shall agree on the terms of the press release that announces the transaction contemplated hereby and thereafter agree to consult with each other before issuing any press release or making any public announcement with respect to this Agreement or the transaction.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, with each version deemed an original, on the date and in the place first mentioned above.

SELLER:

COMMUNITY COMMUNICATIONS, INC.

By: _____

Jose A. Fajardo
President

3-31-2011

BUYER:

COMMUNITY EDUCATORS OF ORLANDO, INC.

By: _____

Marcus D. Lamb
President

determines may give rise to Buyer's liability hereunder, Seller shall provide written notice of such potential claims to Buyer.

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COMMUNITY COMMUNICATIONS, INC.

By: _____

Jose A. Fajardo

President

BUYER:

COMMUNITY EDUCATORS OF ORLANDO, INC.

By: _____

Marcus D. Lamb

President

EXHIBIT A

License



United States of America
FEDERAL COMMUNICATIONS COMMISSION
TELEVISION BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

COMMUNITY COMMUNICATIONS, INC.
11510 E. COLONIAL DR.
ORLANDO FL 32817

Clay C. Pendarvis
Associate Chief
Video Division
Media Bureau

Facility Id: 12855
NTSC TSID: 662
DTV TSID: 663
Call Sign: WMFE-TV
License File Number: BLEDT-20090225ABF
This license covers permit no.: BMPEDT-20010615BEG

Grant Date: March 08, 2010

This license expires 3:00 a.m.
local time, February 01, 2013.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WMFE-TV

License No.: BLEDT-20090225ABF

Name of Licensee: COMMUNITY COMMUNICATIONS, INC.

Station Location: FL-ORLANDO

Frequency (MHz): 524 - 530

Channel: 23

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670
of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: DIE, TFU-30DSC-R 3C 152 DC

Beam Tilt: 0.75 Degrees Electrical

Major lobe directions 2 136
(degrees true):

Antenna Coordinates: North Latitude: 28 deg 36 min 08 sec

West Longitude: 81 deg 05 min 37 sec

Transmitter output power: 39.6 kW
15.95 DBK

Maximum effective radiated power (Average): 950 kW
29.78 DBK

Height of radiation center above ground: 372 Meters

Height of radiation center above mean sea level: 391.8 Meters

Height of radiation center above average terrain: 380.1 Meters

Antenna structure registration number: 1026744

Overall height of antenna structure above ground (including obstruction
lighting if any) see the registration for this antenna structure.

*** END OF AUTHORIZATION ***

COMMUNITY COMMUNICATIONS, INC.
11510 EAST COLONIAL DRIVE
Orlando, Florida 32817- 4699

April 1, 2011

Rev. Marcus Lamb
Community Educators of Orlando, Inc.
3901 Highway 121 South
Bedford, Texas 76021

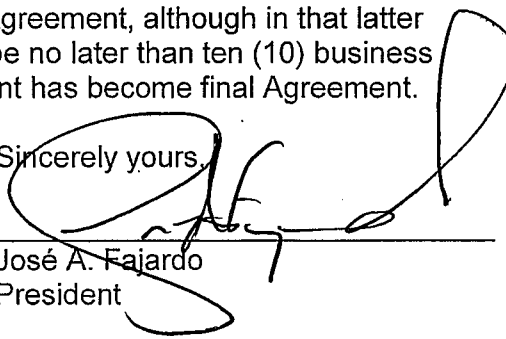
Dear Rev. Lamb:

This letter is written in reference to the Asset Purchase Agreement entered into on March 31, 2011 by Community Communications, Inc. and Community Educators of Orlando, Inc. with respect to the sale and purchase of the assets of and assignment of the License for noncommercial educational Station WMFE-TV (the "Agreement"). Capitalized terms herein shall have the meaning ascribed to them in the Agreement.

The Agreement provides at Section 5 that the parties will on May 2, 2011 file an application with the FCC for consent to the assignment of the License (the "Application"). The Agreement provides at Section 8 procedures for setting the Closing Date following grant of FCC consent. This letter memorializes our agreement on modification of those provisions as follows:

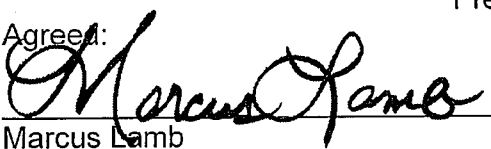
- The parties will endeavor to file the Application as soon as practicable.
- Upon grant of consent to the license assignment by the FCC, Buyer may choose at its option either (a) to close the transaction on the FCC's initial order with ten (10) days' notice to Seller of the Closing Date or (b) to close the transaction after the FCC's initial Order has become final, as that term is defined in the Agreement, although in that latter case the Closing Date will be no later than ten (10) business days after the FCC's consent has become final Agreement.

Sincerely yours,



José A. Fajardo
President

Agreed:



Marcus Lamb
President
Community Educators of Orlando, Inc.