

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of January 26, 2016 between **ABRAHAM TELECASTING COMPANY, LLC**, a Texas limited liability company (“Seller”) and **OMEGA MEDIA BROADCASTING**, a Texas partnership (“Buyer”).

Recitals

WHEREAS, Seller holds valid and unexpired licenses issued by the Federal Communications Commission (the “FCC”) authorizing the operation of Stations KOPS-LD, Facility No. 128395, Beaumont, Texas, and KIPS-LD, Facility No. 128836, Beaumont, Texas (the “Stations”); and

WHEREAS, Seller desires to sell and/or assign, and Buyer desires to purchase and obtain by assignment the license for the Stations on the terms and conditions set forth herein; and

WHEREAS, the assignment of the authorizations used in conjunction with the operation of the Stations is subject to the prior approval of the FCC.

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

Agreement

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except for the Excluded Assets (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title, and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations (the “Station Assets”) including, without limitation, the following:

(a) all licenses, permits, and other authorizations issued to Seller by the FCC with respect to the Stations (the “FCC Licenses”) including, but not limited to, those described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing;

(b) all of the equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts, and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations except for any retirements or dispositions thereof, made between the date hereof and Closing in the ordinary course of business in accordance with Section 4.1 hereof listed in Schedule 1.1(b) (the “Tangible Personal Property”);

(c) the tower lease used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), as listed on Schedule 1.1(c) (the “Tower Lease”);

(d) all other contracts, agreements, and leases listed on Schedule 1.1(d), together with all contracts, agreements, and leases made between the date hereof and Closing in accordance with Section 4.1 hereof (the “Station Contracts”);

(e) all rights in and to the Stations’ call letters, and all rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos and other intangible property which are used or held for use in the operation of the Stations including, without limitation, those listed on Schedule 1.1(e) (the “Intangible Property”);

(f) all rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations’ engineering data and logs, programming information and studies, marketing and demographic data, advertising studies, sales correspondence, lists of advertisers, and credit and sales reports, but excluding records relating to Excluded Assets (defined below); and

(g) all security deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Buyer receives a credit therefor at Closing under Section 1.5.

The Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances (“Liens”) except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing (collectively, “Permitted Liens”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title, and interest therein (the “Excluded Assets”):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts, and all such similar accounts or investments;

(b) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;

(c) all claims of Seller with respect to any Tax refunds to the extent attributable to a taxable period ending on or prior to the Closing Date;

(d) Seller’s corporate names, any trade names not exclusive to the operation of the Stations, charter documents, business records, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) except as set forth in Section 5.4, any contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith including, without limitation, rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(f) Seller's corporate records including all personnel records and other records that Seller is required by law to retain in its possession and all records relating to Retained Obligations or Excluded Assets;

(g) all pension, profit sharing plans and trusts and the assets thereof, and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(h) all studio equipment; and

(i) any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller (i) arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts, (ii) to pay all accounts payable and accrued expenses of Seller relating to the ownership and operation of the Stations arising in the ordinary course of business after the Closing Date, and all accrued and unpaid sales commissions related to the sale of advertising on the Stations broadcast after the Closing Date (the "Accounts Payable") and (iii) to pay any other liabilities of Seller for which Buyer receives a credit therefor under Section 1.5 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of One Hundred and Forty-Two Thousand Dollars (the "Purchase Price"), together with (i) assumption of Seller's obligations with respect to Seller's contract with Technalogix, Ltd of \$56,049 for the purchase of a new digital transmitter and antenna, and (ii) reimbursement to Seller of the sum of \$28,000, such sum to be paid over 36 months at 5% APR in equal payments of \$839.00. The Purchase Price shall be paid at Closing as follows:

(a) Deposit. Buyer is depositing with Kozacko Media Services the sum of Fifty Thousand Dollars (\$50,000.00) (the "Escrow Deposit"). This amount is fully refundable up to the filing of this Agreement with the FCC. At Closing, the principal amount of the Escrow Deposit shall be paid to Seller and applied to the Purchase Price, and accrued interest shall be paid to Buyer. In the event the parties fail to close this transaction for any reason other than material breach by Buyer of the terms of this Agreement, then the Escrow Deposit shall be returned to Buyer. In the event the parties fail to close on this transaction due solely to Buyer's breach of this Agreement, then the entire principal amount of the Escrow Deposit shall be paid to Seller as liquidated damages.

(b) At Closing, Buyer shall pay the remainder of the Purchase Price by wire transfer in immediately available funds to an account designated by Seller. At least one day prior to Closing, Seller shall send Buyer wiring instructions for the wire transfer.

1.5 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles

(“GAAP”) as of 11:59 p.m. on the day immediately preceding the Closing Date (the “Effective Time”) with the principal that all such items with respect to periods prior to Closing shall be for credit to the Seller and all such items arising after Closing shall be for credit to the Buyer. Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, FCC regulatory fees, rent and other amounts under Station Contracts and similar prepaid and deferred items. Prorations and adjustments shall be made no later than ninety (90) calendar days after Closing.

1.6 Allocation. Each of Buyer and Seller shall allocate the Purchase Price for tax purposes as separately agreed between Buyer and Seller and shall file a tax return reflecting such allocation as and when required under the Internal Revenue Code of 1986, as amended.

1.7 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place on or before the tenth business day after the date of the FCC Consent (defined below) pursuant to the FCC’s initial order or on such other day after such consent as Buyer and Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Articles 6 and 7 below. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.8 FCC Consent. (a) Within eight (8) business days of the date of this Agreement, Buyer and Seller shall file an application (FCC Form 345) with the FCC (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application pursuant to the FCC’s initial order without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent”. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(b) Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as practicable; *provided, however,* except for the obligation to pay FCC filing fees for the FCC Application, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain an FCC Consent. Notwithstanding anything in this Section 1.8(b) to the contrary, Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to an FCC Application to the extent such petition or objection relates to such Party. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the grant of the FCC Consent. To the extent reasonably required by the FCC as a condition to the grant of the FCC Application, Seller shall enter into tolling, assignment and assumption, escrow, or similar agreements with the FCC in connection with (i) any pending complaints that such Stations aired programming that contained obscene, indecent or profane material or (ii) any other enforcement matters against such Stations with respect to which the FCC may permit Seller to enter into a tolling, assignment and assumption, escrow, or similar agreement. Buyer and Seller shall consult in good faith with each other prior to Seller entering into any tolling, assignment

and assumption, or escrow agreement. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent applicable to the Stations, and neither Buyer nor Seller shall have terminated this Agreement under Section 10.1, Buyer and Seller shall jointly request an extension of the effective period of such FCC Consent. No extension of any FCC Consent shall limit the rights of any party to exercise its rights under Section 10.1.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer as of the date hereof and as of the Closing Date:

2.1 Organization. Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver, and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery, and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid, and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent and consents to assign certain of the Station Contracts, the execution, delivery, and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Except as set forth on Schedule 1.1(a):

The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. There is not pending or, to Seller’s knowledge threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Stations or against Seller with respect to the Stations that could result in any such action. The Stations are operating in compliance in all material respects with the FCC Licenses, the

Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations, and policies of the FCC.

2.5 Personal Property. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. The Personal Property is being sold by Seller and accepted by Buyer “as is, where is” with no representation or warranties with respect to physical condition or operational capability.

2.6 Tower Lease. Schedule 1.1(c) attached hereto accurately lists and describes the tower lease used by the Stations which is being assigned or transferred to the Buyer. A copy of the Tower Lease has been delivered to the Buyer. The Tower Lease comprises all real property interests necessary to conduct the business or operations of the Stations as now conducted, for the periods stated therein, except as otherwise specified herein.

2.7 Contracts. Schedule 1.1(d) contains a list of all contracts that are used in the operation of the Stations other than contracts that when combined with any Station Contracts executed after the date of this Agreement do not exceed the limitations set forth in Section 4.1(g). Each of the Station Contracts (including without limitation the Tower Lease) is in effect and is binding upon Seller and, to Seller’s knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder and, to Seller’s knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect.

2.8 Insurance. Seller maintains insurance policies or other similar arrangements with respect to the Stations and the Station Assets consistent with its past practices, and Seller will maintain such policies or arrangements until the Effective Time.

2.9 Compliance with Law. Seller is in compliance in all material respects with all laws, rules and regulations including, without limitation, all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Stations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations, and upon acquisition of the Stations, Seller shall maintain such compliance. To Seller’s knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations except those affecting the industry generally.

2.10 Litigation. There is no action, suit, or proceeding pending or, to Seller’s knowledge, threatened against Seller in respect of the Stations that will subject Buyer to liability or which will affect Seller’s ability to perform its obligations under this Agreement.

2.11 Station Assets. The Station Assets include all assets that are owned or leased by Seller and used or held for use in the operation of the Stations in all material respects as currently operated, except for the Excluded Assets.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller as of the date hereof and as of the Closing Date:

3.1 Organization. Buyer is a general partnership, duly organized, validly existing, and in good standing under the laws of the State of Texas, and is qualified to do business in the jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver, and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery, and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order, or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit, or proceeding pending or, to Buyer’s knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. No waiver of or exemption from any FCC rule or policy is necessary to be obtained by Buyer in order for the FCC Consent to be granted. Buyer has the financial ability to pay the Purchase Price.

3.6 Due Diligence. Buyer acknowledges that (i) it has performed its own due diligence investigation of the Station Assets and its current engineering specifications and the power and coverage limitations for the Stations, and (ii) that it is aware of the rules and policies of the FCC, and that it is accepting the Stations with full knowledge of that information.

ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed, or conditioned, Seller shall:

- (a) operate the Stations in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules, and orders;
- (b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;
- (c) maintain its qualification to hold the FCC Licenses with respect to the Stations and not take any action that would materially impair such FCC Licenses or such qualification;
- (d) promptly enter into with the FCC, and comply with the terms of, such tolling, assignment, assumption, escrow, or similar agreements on customary terms and conditions, as reasonably necessary to obtain grant of the FCC Application;
- (e) not, without the prior written consent of Buyer, use any cash or proceeds of Accounts Receivable for any purpose other than the payment of expenses in the ordinary course of business;
- (f) not, other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, or consent to such sales, leases, or dispositions, unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge, or consolidate with any other entity;
- (g) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations;
- (h) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Stations; and
- (i) not enter into new Station Contracts that will be binding upon Buyer after Closing or amend any existing Station Contracts, except for (i) new time sales agreements and other Station Contracts made in the ordinary course of business that are terminable on thirty (30) days' notice or less without penalty, (ii) other Station Contracts made or amended with Buyer's prior written consent and (iii) other Station Contracts that do not require post-Closing payments by Buyer of more than \$1,000 (in the aggregate for all such new contracts). For purposes of calculating the amount of said post-Closing payments by Buyer, if a contract is terminable, then such amount shall include only the post-Closing amount that would be payable if a termination

notice were given immediately upon Closing (whether or not such notice is in fact given), but in no event shall such amount be more than the amount payable absent such termination notice.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties' and their affiliates' representatives, attorneys, advisors and existing and potential investors and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise, or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss.

(a) Seller, as the case may be, shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.5 in any material respect, then:

(i) except as set forth below, Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then at Buyer's election by written notice to Seller given at least five (5) business days prior to Closing, either (A) Buyer may elect to delay Closing for up to 30 days while Seller repairs or replaces such affected assets, or (B) Seller shall assign to Buyer Seller's insurance proceeds received with respect to such affected assets, and in either case, Seller shall have no further obligations (including any obligation to indemnify Buyer) with respect to such items after Closing.

(c) If prior to Closing the Stations are off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return the Stations to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after the Stations return to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.5 Consents.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party) and (ii) execution of reasonable estoppel certificates by lessors under the Tower Lease requiring consent to assignment, and such consents or estoppel certificates are conditions to Closing and shall be considered Required Consents..

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; *provided, however*, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.6 Actions. After Closing, each party shall cooperate with the other party in the investigation, defense, or prosecution of any action which is pending or threatened against such other party or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, each party shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that the other party may reasonably request.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or

governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1 Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained. An application for extension of the Channel 50 construction permit shall have been filed, or the time for filing such application shall not have expired as of the date of closing.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1 including but not limited to the assignment of the Tower Lease. The Tower Lease shall have been amended to include space for Channel 50 at its FCC authorized location on the tower; the total amount of the lease shall not exceed \$750.00 per month for both Channel 6 and Channel 50.

7.5 Consents. The Required Consents (if any) shall have been obtained, including but not limited to the consent of the lessor to the assignment and assumption of the Tower Lease in a form satisfactory to the Buyer.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) a certificate executed by Seller certifying the due authorization of this Agreement and the Seller Ancillary Agreements, together with copies of Seller's authorizing resolutions;

- from Seller to Buyer;
- (ii) an assignment of FCC authorizations assigning the FCC Licenses
- (iii) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;
- (iv) an assignment and assumption of leases assigning the Tower Lease from Seller to Buyer;
- (v) an assignment of marks assigning the Stations' registered marks listed on Schedule 1.1(e) (if any) from Seller to Buyer;
- (vi) a bill of sale conveying the other Station Assets from Seller to Buyer;
- (vii) a copy of the Required Consents (if any);
- (viii) appropriate documents necessary to release all Liens (if any) on the Station Assets except for Permitted Liens; and
- (ix) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the remainder of the Purchase Price in accordance with Section 1.4 hereof;
- (ii) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions;
- (iii) an assignment and assumption of contracts assuming the Station Contracts;
- (iv) an assignment and assumption of leases assuming the Tower Lease;
- (v) domain name transfers assuming the Stations' domain names listed on Schedule 1.1(e) following customary procedures of the domain name administrator; and
- (vi) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.
- (vii) A Promissory Note in the amount of \$28,000 for reimbursement of Seller's down payment for the purchase of new digital transmitter and antenna from Technalogix, Ltd.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations, warranties, covenants and agreements in this Agreement shall survive Closing for a period of six (6) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Sections 2.5 and 2.6 solely with respect to title, all of which shall survive until the expiration of any applicable statute of limitations, (ii) obligations under Section 5.1 with respect to confidentiality, with shall survive indefinitely, and (iii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations.

9.2 Indemnification.

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement or any ancillary document made pursuant hereto; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement or any ancillary document made pursuant hereto; or
- (iii) the Retained Obligations; or
- (iv) the business or operation of the Stations before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until Buyer's Damages exceed an amount equal to \$10,000 for any individual circumstance and \$15,000 in the aggregate for all circumstances, after which Seller shall be liable for all Damages back to dollar one if the Damages exceed the threshold, and (ii) the maximum aggregate liability of Seller under Section 9.2(a) shall be an amount equal to 5.0% of the Purchase Price.

(c) From and after Closing, Buyer shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties made under this Agreement or any ancillary document made pursuant hereto; or
- (ii) any default by Buyer of any covenant or agreement made under this Agreement or any ancillary document made pursuant hereto; or
- (iii) the Assumed Obligations; or
- (iv) the business or operation of the Stations after the Effective Time.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise, or settlement of such Claim with counsel selected by it at the indemnifying party’s cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise, or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise, or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party’s written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

(d) After Closing, all claims for breach of representations or warranties under this Agreement shall be subject to the limitations set forth in Section 9.2(b).

(e) Notwithstanding anything herein to the contrary, Buyer shall have no right to any indemnification under this Article 9 resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if Buyer had knowledge of such breach before the Closing Date, regardless of whether such knowledge was obtained through Buyer’s own investigation or through disclosure by Seller, its affiliates or another person, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement.

9.4 Exclusive Remedy. From and after the Closing, the right to indemnification and other rights under this Article 9 shall constitute Buyer's (and its affiliates) and Seller's (and its affiliates) sole and exclusive remedies with respect to any and all claims arising under or relating to this Agreement, any agreement or document executed and delivered pursuant to this Agreement, or the transactions contemplated by this Agreement other than any claim for fraud, claims under Section 1.6 and any claims under the terms of the Escrow Agreement.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; *provided, however*, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing;
- (d) by written notice of (i) Seller to Buyer, provided that Seller is not in default of this Agreement, or (ii) Buyer to Seller, provided that Buyer is not in default of this Agreement, if Closing does not occur by the date nine (9) months after the date of this Agreement;
- (e) by Seller or Buyer, at such party's option, at any time after receipt of definitive notice from the FCC that the FCC Application with respect to the Stations has been denied; or
- (f) as provided by Section 5.5.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.7; *provided, however*, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.7, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.7.

10.3 This Agreement may be terminated by Seller in the event payment is not made as required under Section 1.4 of this Agreement. In the event of a default of Buyer that is not

timely cured pursuant to the provisions of Section 10.2, above, the Escrow Deposit shall be released to Seller as liquidated damages.

10.4 Survival. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.5 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee applicable to the request for the FCC Consent shall be paid one-half by Buyer and one-half by Seller. Transfer or sales or use taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid one-half by Seller and one-half by Buyer. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 Assignment. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Neither party may assign this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld, provided, however, that (i) Buyer may make a collateral assignment of its rights under this Agreement to any lender who provides funds to Buyer for the acquisition or operation of the Stations, (ii) Buyer may assign its rights hereunder to an affiliate of Buyer or any other person or entity upon written notice to, but without consent of, Seller, provided that (1) any such assignment does not materially delay processing of the FCC Application, grant of the FCC Consent or Closing, (2) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder. If Buyer assigns this Agreement, then:

(i) any such assignee shall deliver to Seller a written assumption of this Agreement;

(ii) Buyer shall remain liable to pay the Purchase Price to Seller on the Closing Date;

(iii) the parties shall promptly withdraw the initial FCC Application and re-file a new FCC Application (at Buyer's sole expense) within two (2) business days after such assignment; and

(iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing).

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller: Thomas Abraham, Managing Member
Abraham Telecasting Company, LLC
223 Kingfisher Dr.
Sugar Land, TX 77478
Telephone: (832) 279-3000

with a copy (which shall not constitute notice) to: Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 N. 21st Rd.
Arlington, VA 22201

if to Buyer: Daniel Melendez
Omega Media Broadcasting
7003 Red Coral
Pasadena, TX 77505

with a copy (which shall not constitute notice) to: James L. Oyster, Esq.
Law Office of James L. Oyster
108 Oyster Lane
Castleton, VA 22716-2839

11.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or

results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Stations.

11.7 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. Each of Seller and Buyer irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Northern District of Texas located in Dallas, Texas or the courts of the State of Texas located in the Dallas County for any action, suit or proceeding arising out of or based upon this Agreement or any matter relating to it, and waives any objection that it may have to the laying of venue in any such court or that any such court is an inconvenient forum or does not have personal jurisdiction over it. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or a pdf or similar electronic file shall be effective as delivery of a manually executed counterpart.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

ABRAHAM TELECASTING COMPANY, LLC

By: 
Name: Thomas Abraham
Title: Managing Member

BUYER:

OMEGA MEDIA BROADCASTING

By: _____
Name: Daniel Melendez
Title: General Partner

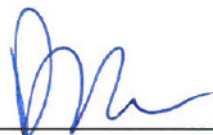
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: ABRAHAM TELECASTING COMPANY, LLC

By: _____
Name: Thomas Abraham
Title: Managing Member

BUYER: OMEGA MEDIA BROADCASTING

By:  _____
Name: Daniel Melendez
Title: General Partner

Schedule 1.1(a)

Licenses

Station KIPS-LD, Facility No. 128836, Beaumont, Texas
BLDVL-20130102AAX
BRDVL-20141124BCP

Station KOPS-LD, Facility No. 128395, Beaumont, Texas
BLDVL-20121026ABT
BRDTL-20140331AIN

Schedule 1.1(b)

Tangible Personal Property

Beaumont Inventory

INVENTORY OF EQUIPMENT

Model Serial No.	Manufacturer	Description	Quantity (No.)
TVO-4	Scala	4 Bay Antenna. Ch. 6	1
D-1338-BB	Wade	Parabolic Antenna. Ch. 50	1
LDF-12-50	Andrews	2-1/2" coaxial cable	508.53'
	E. L. Marsden Wireless	300 watt digital transmitter	1
	E. L. Marsden Wireless	Transmitter rack - 4'	1
	MicroVideo	Digital Encoder	1
	Rackworks	Television automation system w/monitors	1
	Open Gear	GPI trigger digital switcher	1
TT1222	Tandberg	Satellite receiver - surplus	1
	THISrv	Satellite receiver -- belongs to THISrv Network	1
	Dawneo	Satellite dish - 3 meter	1
	Dawneo	Satellite feed horn & LNB	1
RG-6	Andrews	Coaxial cable (Sat. dish)	150'
	Unknown	2-drawer file cabinet	1
	Unknown	6' open equipment rack	1
	RCA	Portable HDTV receiver	1
	HughesNet	Satellite Dish	1
	HughesNet	Satellite Receiver w/ cables	1

+deleted *ym*

Schedule 1.1(c)

Transmitter Site Lease

“Tower Lease” between Rubele, LLC and The Proctor Group, dated April 1, 2012.

Schedule 1.1(d)

Other Contracts and Agreements

Contract with Technalogix, Ltd for the purchase of a new digital transmitter and antenna.

Schedule 1.1(e)

Intangible Property

Call Letters KIPS-LD and KOPS-LD