

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made as of this 31st day of January, 2011, by and between TEXAS PUBLIC RADIO, a Texas corporation ("Seller") and MARFA PUBLIC RADIO, a Texas corporation ("Buyer").

RECITALS

WHEREAS, Seller is the holder of a construction permit (File No. BNPED-20071016AIX) (the "Authorization") for a new noncommercial educational FM station to serve Alpine, Texas (Facility ID No. 173345) ("the "Station"), and desires to assign the Authorization and sell certain associated assets to Buyer under the terms and conditions set forth herein; and

WHEREAS, Buyer desires to accept assignment of the Authorization and purchase such assets from Seller under the terms and conditions set forth herein; and

WHEREAS, the assignment of the Authorization from Seller to Buyer requires the prior approval of the Federal Communications Commission ("FCC" or the "Commission").

NOW, THEREFORE for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Assets Purchased.** Buyer shall assume from Seller the Authorization and shall acquire from Seller all files (including the public inspection file), documents, books, records and reports pertaining to the Station as Buyer may reasonably require (the Authorization and such files, documents, books, records and reports being referred to herein as the "Assets"). Nothing in this Agreement shall be construed so as to impose upon Seller an obligation to construct the facilities authorized by the Authorization.
2. **Purchase Price.** Buyer shall pay Seller for the Assets the sum of Eleven Thousand, Six Hundred Twenty-three Dollars (\$11,623.00) (the "Purchase Price") for the Assets. The Purchase Price shall be paid to Seller at the closing by wire transfer of immediately available funds to an account specified by Seller two (2) days in advance of the date of the closing (the "Closing Date").
3. **Assumption of Liabilities.** Buyer shall receive the Assets free and clear of all liens, security interests, prior assignments, taxes, claims, encumbrances, and rights of third parties of any kind or type. Buyer will not assume or be held responsible for any of Seller's liabilities or obligations with respect to the Station before the closing. Seller will not assume or be held responsible for any of Buyer's liabilities or obligations with respect to the Station after the closing.

4. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer that:

- (a) Seller is legally qualified, empowered and able to enter into this Agreement, (b) this Agreement constitutes its legal, valid, binding and enforceable obligation except as the same may be limited by bankruptcy, insolvency or other laws affecting enforcement by creditors, (c) this Agreement has been duly executed by it, and (d) the execution of, delivery of, and performance under, the Agreement by it shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound or violate any federal, state, or municipal law or regulation.
- (b) The Authorization is in full force and effect. To Seller's knowledge, there are no proceedings pending or threatened by the FCC that might affect the Authorization.
- (c) Seller has no pending or, to its knowledge, threatened insolvency proceedings with respect to it. Seller has not made any assignment for the benefit of creditors.
- (d) Seller knows of no reason why the FCC would not approve an assignment application or require Seller to obtain a waiver before receiving approval for the assignment by the FCC.
- (e) There is no pending or, to its knowledge, threatened litigation against Seller that would adversely affect Seller's ability to perform its obligations pursuant to this Agreement or the agreements to be executed by Seller in connection herewith.

5. **Buyers Representations and Warranties.** Buyer hereby represents and warrants to Seller that:

- (a) Buyer is legally qualified, empowered and able to enter into this Agreement, (b) this Agreement constitutes its legal, valid, binding and enforceable obligation except as the same may be limited to bankruptcy, insolvency or other laws affecting enforcement by creditors, (c) this Agreement has been duly executed by it, and (d) the execution of, delivery of, and performance under, the Agreement by it shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound or violate any federal, state, or municipal law or regulation.

- (b) Buyer has no pending or, to its knowledge, threatened insolvency proceedings with respect to it. Buyer has not made any assignment for the benefit of creditors.
- (c) Buyer knows of no reason why the FCC would not approve an assignment application or require Buyer to obtain a waiver before receiving approval for the assignment by the FCC.
- (d) There is no pending or, to its knowledge, threatened litigation against Buyer that would adversely affect Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed by Buyer in connection herewith.

6. **Operations Pending Closing.** Pending closing on the transactions contemplated hereby, Buyer and Seller shall comply in all material respects with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Communications Act of 1934 and the Rules and Regulations of the FCC, noncompliance with which would prevent such party from adhering to its obligations under this Agreement. Each party shall notify the other of any material adverse change in any information contained herein.

7. **FCC Approval and Application.** No later than five (5) business days after execution of this Agreement, Buyer and Seller shall file an application requesting FCC consent to assignment of the Authorization to Buyer. Consummation of the transactions contemplated by this Agreement is conditioned upon a Final Order by the FCC consenting to the assignment. For purposes of this Agreement "Final Order" shall mean action by the FCC granting the FCC application for consent to the assignment of the Authorization to Buyer which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or reconsideration, application for review, notice of appeal or petition for review is pending, and as to which the time for filing any such request, petition, application or notice, or for reconsideration by the FCC on its own motion, has expired. Prior to closing, Seller shall have complete control over the Station.

8. **Closing Date and Location.** Closing shall be held at a time, date and place mutually agreed upon by parties, provided, however, that closing shall occur within ten (10) days of the day that FCC approval of the assignment has become a Final Order. Taxes, insurance, and prepaid expenses, if any, shall be pro-rated as of the date of closing.

9. **Default.** An event of Default will be deemed to occur if a party materially breaches or violates, or fails to observe or perform, any term, obligation, covenant, condition or agreement imposed upon it by this Agreement.

10. **Remedies upon an Event of Default.** In the event of a Default, as defined above, the defaulting party shall have a period of ten (10) days from written

notice of Default by the other party to cure. If the defaulting party fails to cure such Default, the non-defaulting party shall be entitled to its available remedies at law and equity. If Seller refuses or otherwise fails to close as and when required under the provisions in this Agreement, monetary damages may not be adequate to compensate Buyer for its injury and Buyer shall be entitled to obtain specific performance of the terms of this Agreement. If Buyer brings an action to specifically enforce this Agreement, Seller waives the defense that there is an adequate remedy at law.

11. **Seller's Performance.** At closing, Seller shall deliver to Buyer an assignment of the Assets and other instruments to convey to Buyer good and marketable title and a signed statement that all representations and warranties of Seller in this Agreement are true and correct as of the Closing Date.

12. **Buyer's Performance.** At closing, Buyer shall deliver to Seller the Purchase Price as specified in Paragraph 2, above, an assumption of the Assets and a signed statement that all representations and warranties of Buyer in this Agreement are true and correct as of the Closing Date.

13. **Failure to Close without Fault.** In the event that Buyer and Seller have satisfied all conditions in this Agreement prior to the Closing Date and neither party has materially breached any representation or conditions of this Agreement, but closing fails to take place on or before August 1, 2011, this Agreement shall terminate at the option of either Buyer or Seller.

14. **Mutual Consent.** This Agreement may be terminated at any time by the mutual written agreement of Seller and Buyer.

15. **Indemnification.** 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 of any representation or warranty of the Seller hereunder; (ii) any breach or default by Seller of any covenant or agreement under this Agreement; or (iii) the business or operation of the Station before 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 of any representation or warranty of the Buyer hereunder; (ii) any breach or default by Buyer of any covenant or agreement under this Agreement; or (iii) the business or operation of the Station after closing.

16. **Brokerage.** Buyer and Seller each represents to the other that it has not engaged a broker in connection with this Agreement and agrees to indemnify the other and hold the other harmless against any claim from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by Buyer or Seller, as the case may be.

17. **Assignment and Benefit.** The Agreement and all covenants, statements, representations, warranties and indemnities in this Agreement shall inure to the benefit of

the parties hereto and each of their respective successors and permitted assigns. Buyer shall have the right to assign and/or delegate all or any portion of its rights and obligations in this Agreement to any wholly owned subsidiary of Buyer, or any wholly owned subsidiary under common control with Buyer. Buyer shall not be relieved of its obligations in the event that its assignee fails to perform the delegated obligations.

18. **Notice.** Notice shall be duly served when personally delivered or when sent by overnight courier addressed as follows:

If to Seller:

Mr. Dan Skinner
President/General Manager
Texas Public Radio
8401 Datapoint Drive, Suite 800
San Antonio, TX 78229-5925

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

Garvey Schubert Barer
1000 Potomac Street NW
5th Floor, Flour Mill Building
Washington, DC 20007
Attn: John M. Pelkey, Esq.

If to Buyer:

Mr. Tom Michael
Marfa Public Radio
KRTS
PO Box 238
Marfa, TX 79843

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

The Sanchez Law Firm
2300 M Street, N.W.
Suite 800
Washington, D.C. 20037
Attn: Ernest Sanchez, Esq.

19. **Additional Documents.** Prior to, on or subsequent to the Closing Date, each party shall, at the request of the other, furnish and deliver all documents and instruments necessary to consummate the Agreement.

20. **Paragraph Headings.** Paragraph headings have been inserted for reference only and shall not be deemed to limit or interpret, in whole or in part, any of the terms or provisions of this Agreement.

21. **Entire Agreement.** This is the entire Agreement between Buyer and Seller with respect to the subject matter contained herein. There are no other agreements, expressed or implied, except as expressly stated above. This Agreement may be modified only in writing signed by Buyer and Seller. Failure of either party to complain of any act or omission on the part of the party in breach or default of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

22. **Applicable Law.** The obligations of Buyer and Seller are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, and the rules and regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of Texas. Any litigation seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought either in a court of the State of Texas that has jurisdiction over the matter in question, or in the United States District Court for the Western District of Texas, if it has or can acquire jurisdiction. The parties agree that those courts shall be the exclusive forums for all such actions, and hereby waive any objection to venue in those courts based on the doctrine of forum non conveniens or otherwise.


23. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures of the parties transmitted electronically or by facsimile shall be deemed to be original signatures and shall constitute effective execution and delivery of this Agreement.

24. **Attorneys' Fees.** If either party initiates any litigation against the other involving this Agreement, the prevailing party in such action 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 that proceeding.

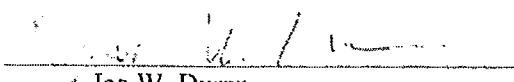
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IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed and delivered as of the date first above written.

Texas Public Radio

By: 
Daniel E. Skinner
President

Marfa Public Radio

By: 
Joe W. Duran
President