

## **ASSET PURCHASE/ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 21<sup>st</sup> day of July, 2014 by and between **The RAFTT Corporation** ("Buyer"), and **Primera Iglesia Evangelica De Apostoles & Profetas**, ("Seller").

WHEREAS, Seller currently holds a the license for translator station K294BH ("License") (FCC ID: 147704) at Simonton, Texas and the related construction permit ("Permit") issued by the Federal Communications Commission ("FCC" or "Commission") for a permitted FM Translator Station, K291CE, Rosenberg, Texas which are one in the same (FAC# 147704)(together herein after referred to as "Station");

WHEREAS, Buyer would like to purchase the assets of the Station from the Seller its rights and interest in the License and Permit of the Station; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transactions contemplated herein is required.

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

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the rights to the License and Permit for the Station as indicated on the attached copy of each and included as Exhibit: 1, as follows:
  - (a) Purchase Price. The Purchase Price ("Purchase Price") for the License and Permit shall be One Hundred Thousand Dollars and no/100 (\$100,000.00), payable at the Closing as indicated in subparagraph C of this section in immediately available funds.
  - (b) TBA and TBA Payment. Concurrently with the execution of this Agreement, Buyer and Seller agree to execute a Time Brokerage Agreement ("TBA") which shall commence immediately upon execution of said TBA (a copy of which is included as Exhibit: 2). Upon execution of the TBA, Buyer shall pay in immediately available funds the sum of Fifty Thousand Dollars (\$50,000.00) ("TBA Payment"). The full amount of the TBA Payment shall be considered as Payment In Full for the TBA and no part of which shall be refundable to Buyer should Buyer fail to close on this transaction due to Buyer's default. Receipt and sufficiency of the TBA Payment

is acknowledged with the execution of this Agreement. If however the transaction fails to close by Seller's default or the termination the FCC, the terms of the TBA shall continue notwithstanding failure to close this transaction.

- (c) Closing. Buyer will pay the Purchase Price within ten (10) business days after initial grant of FCC approval. Seller and Buyer will each promptly prepare and file the necessary FCC Form 345 permit and license assignment application and exhibits to seek FCC approval for the assignment of the Licensed and Permit within five (5) days of the execution of this agreement. Buyer's will fully cooperate with Seller in the preparation and filing of the application.
- 2. Exclusivity and Confidentiality. The Parties agree that from the date hereof neither Party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Permit. Further, the Parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
- 3. FCC Qualifications. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Permittee and Licensee and to hold the FCC authorizations which are the subject of this Agreement and that the station that the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver request or other extraordinary request for FCC approval. The Buyer represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Permit assignment application.
- 4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Buyer and Seller represent to each other that no broker was involved in any way with the negotiations leading to the execution of this Agreement and that no broker fees are due anyone as a result of the terms of this Agreement. Buyer and Seller shall each be solely responsible for the timely and immediate payment of any and all FCC filing fees. Buyer and Seller will each be responsible for their own attorney's fees relating thereto and any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the License and Permit.
- 5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC six (6) months from the date written above, then Seller or Buyer may at its sole discretion, so long as it is not in material default, terminate this Agreement. The Parties may, however, agree the terms and conditions of the TBA shall not be disturbed by any such termination. Buyer and Seller also agree to an extension upon further written notice signed by both Parties.

6. Replacement Translator. Licensee and Buyer agree that as part of its purchase of the Station, Buyer shall take such actions as necessary to provide Licensee with a replacement translator (the "Replacement") for the Station. Said Replacement may be in the Non Commercial-Educational (the "NCE Replacement") portion of the FM band (channels 201 through 220) and shall be a translator currently authorized by the FCC. The NCE Replacement shall be transferred to the Licensee at no cost to the Licensee excepting any FCC required filing fees and the costs associated with building the NCE's transmitter site facilities at any such site as Licensee may chose to relocate the Replacement. Buyer shall provide at no cost all technical services associated with the filing of an application(s) for relocation of the Replacement translator to a site which both meets FCC spacing requirements and a site of Seller's choosing. It is understood by both parties that technical services do not include legal services representing the Seller before the FCC in connection with the Replacement or any other facility licensed to the Seller.

Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties.

Venue: This Agreement is to be construed and enforced under the laws of Texas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Texas. This Agreement may be executed in counterparts.

Authority: The undersigned represent and warrant that, respectively they have received authority to sign this Agreement and to legally bind their respective companies to performance thereof.

**(The remainder of this page internally left blank. Signatures of all parties appear on the following page 4)**

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

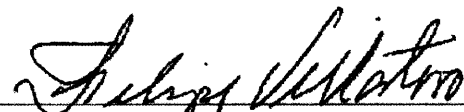
**BUYER:**

The RAFTT Corporation  
10614 Rockley Road  
Houston, Texas 77099

By:   
Jerome Friemel, Its: President

**SELLER:**

Primera Iglesia Evangelica De Apostoles & Profetas  
5787 South Hampton Road  
Dallas, Texas 75232

By:   
Felipe Villtoro, Its: Pastor

**Exhibit: 1**

**Permit**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>TBA Amount</b>	<b>At Closing</b>	<b>Permit Status</b>
K294BH (CP ID: K291CE) (FAC: 147704))	\$100,000	\$50,000	\$100,000	Permit For K291CE Granted 6/24/2014 Expires 06/24/2017