# ASSET PURCHASE AGREEMENT

**This ASSET PURCHASE AGREEMENT** (this "**Agreement**") is dated as of July 26 2010, by and between LOPES BROADCASTING OF BOISE, LLC, a Delaware limited liability company (the "**Seller**"), and FAMILY STATIONS, INC., a California not-for-profit corporation (the "**Buyer**").

## RECITALS

Seller is holder of a license issued by the Federal Communications Commission ("**FCC**") for analog low power television station KITL-LP, Channel 20, Boise, Idaho (FCC Facility ID 73450) and holder of a construction permit issued by the FCC for digital flash cut (FCC File No. BDFCDTL-20090618AAO) (collectively, the "**Station**").

Seller owns certain other assets that are used or useful in the business and operations of the Station.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets (as defined herein) for the price and on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

## AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

### SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the "**Closing**"), Seller hereby agrees to sell, transfer, assign and deliver to Buyer on the date of the Closing (the "**Closing Date**"), free and clear of debts, liens and encumbrances, other than liens for taxes not yet due and payable, and Buyer agrees to purchase from Seller substantially all of the assets used or useful in the business and operation of the Station (the "**Assets**"), including:

(a) The license issued by the FCC for the Station and any and all other licenses, permits, registrations or authorizations issued by the FCC and used or held for use in connection with the Station and any applications for modification or renewal of the same, including those listed on Schedule 1.1(a) hereto (the "**FCC Authorizations**");

(b) Technical information and data, engineering records, files, and computer disks used by Seller in connection with the Station, and any and all records required by the FCC to be kept by the Seller concerning the Station;

(c) Intellectual property and intangible property rights and interests issued to or owned by Seller and used or useful in the business and operations of the Station;

(d) Each contract and lease agreement listed on Schedule 1.1(d) hereto and any other contract entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume (the "**Contracts**"); and

(e) The tangible personal property used or held for use in the operation of the Station, including, but not limited, to that listed on Schedule 1.1(e) hereto (the "**Tangible Personal Property**"), including all of Seller's right, title and interest in and to all service agreements, maintenance agreements and express and implied warranties, if any, of third parties that are transferable and continue in effect following the Closing with respect to the Tangible Personal Property.

Notwithstanding the foregoing, the following properties and assets of Seller shall be retained by Seller and shall not be included within the meaning of the term "Assets": cash or cash equivalents; records of Seller relating to tax matters and corporate or limited partnership matters, as applicable; insurance policies and rights and claims thereunder; accounts receivable; and all claims, rights and interest in and to any refunds for federal, state or local income or other taxes or fees of any nature whatsoever for periods prior to the Closing Date.

1.2 Purchase Price, Payment. The purchase price for the Assets shall be Twenty-Five Thousand Dollars ($25,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid as follows:

(a) Deposit. Concurrently with the execution of this Agreement, Buyer shall deliver to Seller a deposit in the amount of Five Thousand Dollars ($5,000.00) in the form of a cashier's check (the "**Deposit"**). The Deposit shall be applied as payment of the Purchase Price at Closing. The Deposit shall be non-refundable *except* as pursuant to Section 8.3. In the event Buyer shall fail or refuse to perform its obligations to close hereunder or Buyer is otherwise in material breach of its obligations hereunder, Seller shall be entitled to terminate this Agreement as provided in Section 8 hereto and Seller shall retain the Deposit as liquidated damages, which shall be the sole remedy of Seller for such breach.

(b) Payment of the Remainder Purchase Price: At the Closing, Buyer shall pay to Seller in cash the Purchase Price, less the Deposit.

1.3 Prorations. There shall be no prorations.

1.5 Assignment and Assumption. As of the Closing Date, Seller shall assign and Buyer shall assume and undertake to pay, discharge, and perform all obligations and liabilities of Seller with respect to the Assets insofar as they relate to the time on and after the Closing Date. Without limiting the generality of the foregoing, Seller shall assign and Buyer shall assume and perform all obligations on and after the Closing Date under the Contracts assumed by Buyer. Buyer shall not assume any other obligations or liabilities of Seller.

## SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Organization, Standing, and Authority. Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Seller has all requisite authority to own and operate its Assets and to conduct the business of the Station as now being conducted. Seller has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

2.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.3 Absence of Conflicting Agreements. Subject to obtaining the consent of the FCC to assign the FCC Authorizations from Seller to Buyer (the "**FCC Consent**"), and subject to obtaining the consent of parties to the Contracts where required under such Contracts, the execution, delivery and the performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality with jurisdiction over Seller; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

2.4 FCC Authorizations and Station Operation. The FCC Authorizations listed in Schedule 1.1(a) have been validly issued and are in full force and effect, and Seller is the authorized legal holder thereof. There are no other material permits, licenses or authorizations that have been issued by any governmental agency relating to the Station. The FCC Authorizations comprises all of the authorizations required by the FCC for the operation of the Station as it is currently operated. There is not pending or, to Seller's knowledge, threatened any action by the FCC to revoke, cancel, rescind, modify or refuse to renew in the ordinary course the FCC Authorizations.

2.5 Consents. Except for the FCC Consent and any required consent noted on Schedule 1.1(d) hereto as "material", no consent, approval, permit or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party (other than parties to the Contracts), is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Seller to assign or transfer the Assets to Buyer.

2.6 Intentionally left blank.

2.7 Tangible Personal Property. Except as otherwise described in Schedule 1.1(e), Seller has good title to each item of Tangible Personal Property, and none of the Tangible Personal Property is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for liens set forth on Schedule 1.1(e) hereto. The Tangible Personal Property is all of the tangible personal property necessary to operate the Station's analog transmitting facility except for the antenna. All items of Tangible Personal Property are in good operating condition as of the date of this Agreement.

2.8 Sufficiency and Condition of Assets. The Assets constitute all the assets and properties used or held for use in connection with the operation of the analog facilities of the Station. All the Assets will be on the Closing Date, in the case of tangible assets and properties, in the same operating condition and repair (ordinary wear and tear excepted) as they are on the date of this Agreement.

2.9 Employees. Seller is in compliance all applicable laws and regulations relating to labor and employment. Buyer shall have no obligation to hire any of Seller's employees in connection with the sale of the Station and shall not assume any liability for any matter relating to Seller's employees.

2.10 Claims and Legal Actions. There is no claim, legal action, counterclaim, suit, arbitration, governmental investigation, or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to the Station or the Assets, nor does Seller know or have reason to be aware of any basis for the same.

2.11 Tax Matters. Seller has (and as of the Closing Date will have) (i) duly filed all material, federal, state, and local tax returns for the Station required to be filed by or with respect to it with the IRS or other applicable taxing authority, (ii) paid all material taxes due, or claimed by any taxing authority to be due, from or with respect to the Station, except taxes that are being contested in good faith by appropriate legal proceedings and for which adequate reserves have been set aside, and (iii) made all material deposits required with respect to taxes, in each such case to the extent that the failure to do so would have a material adverse effect on Seller, the Assets or the Station or would result in the imposition of any encumbrance on the Assets.

2.12 Brokers. Except for Cynthia Spano of Spano Communications LLC, there is no broker or finder or other person engaged by Seller who would have any valid claim against Seller for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Seller. Seller shall be solely responsible for any fee or other compensation due to Cynthia Spano or Spano Communications LLC in connection with this Agreement or the transactions contemplated hereby.

## SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Organization, Standing and Authority. Buyer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of State of California and at or before the Closing Date will be authorized to do business in the State of Idaho. Buyer has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer has been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer; and (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permits to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets.

3.4 Qualifications. Subject to obtaining the FCC Consent, Buyer is, and at the Closing will be, legally, financially, and technically qualified under FCC standards to acquire and to hold the FCC Authorizations. Buyer warrants specifically that it either has sufficient cash on hand or has obtained commitments from qualified lending sources to consummate this transaction.

3.5 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against, Buyer relating to or affecting this Agreement or the transactions contemplated hereby nor, to Buyer's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

## SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 Restrictions on Certain Actions. Seller shall not cause or permit, by any act or failure to act, the FCC Authorizations to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of the FCC Authorizations. Seller shall

not waive any material right relating to the Assets or the Station. Seller shall not mortgage or pledge any of the Assets or create or suffer to exist any encumbrance thereon; sell, lease, transfer or otherwise dispose of, directly or indirectly, any of the Assets other than items that are replaced prior to the Closing Date with items of comparable or superior value and utility in the operation of the Station; amend, modify, or change any existing material lease, contract, permit, or agreement relating to the Station or the Assets, other than in the Ordinary Course of Business consistent with past practice and except as specifically provided for herein or as may be required by order or regulation of the FCC; or acquire or enter into any new agreement or contract which will bind the Station beyond the Closing except as specifically provided for herein.

4.2 Notifications. Seller shall promptly notify Buyer in writing of any unusual or material developments with respect to the Assets or the Station, and of any material change in any of the information contained in Seller's representations and warranties contained in Section 2 of this Agreement. Buyer shall promptly notify Seller in writing of any material change in any of the information contained in Buyer's representations and warranties contained in Section 3 of this Agreement.

4.3 No Inconsistent Action. Neither Seller nor Buyer shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

4.5 Access. Subject to Section 10.10 of this Agreement, Buyer shall have the right, itself or through its representatives, during normal business hours and after reasonable written notice to Seller, to inspect the Assets and Seller's records relating to the Station, including, without limitation, applications and reports to the FCC, and Seller shall furnish Buyer with such information respecting the Assets as Buyer may, from time to time, reasonably request.

## SECTION 5. FCC CONSENT

5.1 The assignment of the FCC Authorizations pursuant to this Agreement shall be subject to the prior consent and approval of the FCC. Seller and Buyer shall promptly prepare an application for assignment of the FCC Authorizations from Seller to Buyer (or an affiliate or subsidiary of Buyer) (the "**Assignment Application**") and shall file the Assignment Application with the FCC within five (5) business days of the execution of this Agreement. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the application as expeditiously as practicable; provided, however, that no party shall be required to participate in a trial-type hearing or a judicial appeal in pursuit of a grant. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Application, except that Buyer and Seller shall each pay one-half of the filing fees associated with the Assignment Application.

## SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted, and Seller shall have complied with any conditions imposed on it by the FCC Consent.

(d) Governmental Authorizations. Seller shall be the holder of the FCC Authorizations for the Station, and there shall not have been any modification of the FCC Authorizations that could have a material adverse effect on the operation of the Station as authorized in the FCC Authorizations. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the FCC Authorizations.

(f) Consents. All Consents designated as "material" on Schedule 1.1(d) shall have been obtained and delivered to Buyer.

(g) Deliveries. Seller shall deliver to Buyer on the Closing Date duly executed documents to convey to Buyer all of Seller's rights, title and interest in and to the Assets, including but not limited to assignments pursuant to which Seller shall convey to Buyer the Assets, consents, a certificate from an officer of Seller confirming Seller's warranties, representations and compliance with all covenants and obligations required hereunder to be complied with on or before the Closing.

(h) No Proceedings. There shall be no suit, action, claim, investigation, inquiry, or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of any transaction contemplated hereby, or (ii) seeks to enjoin any transaction contemplated hereby.

6.2 Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) Deliveries. Buyer shall deliver to Seller on the Closing Date the Purchase Price and appropriate assumption agreements pursuant to which Buyer shall assume and

undertake to perform Seller's obligations under the Assets as they relate to the time on or after the Closing Date.

(d) FCC Consent. The FCC Consent shall have been granted, and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

(e) No Proceedings. There shall be no suit, action, claim, investigation, inquiry, or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of any transaction contemplated hereby, or (ii) seeks to enjoin any transaction contemplated hereby.

## SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place on a date of mutual agreement of Buyer and Seller on or before October 31, 2010 and not later than the tenth ($10^{th}$) business day after the FCC Consent is granted. The Closing shall be held by mail, electronic mail and/or facsimile as reasonably feasible.

## SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If the Deposit is not fully funded on the date provided for herein; or if, on the date that would otherwise be the Closing Date, Seller shall have notified Buyer in writing that one or more of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller, and such conditions shall not have been satisfied by Buyer within thirty (30) calendar days following such notice.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by October 31, 2010.

(d) Breach. If Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) calendar days after Buyer has received written notice of such breach from Seller.

Provided that Buyer is not otherwise in default, in the event Closing by a date nine (9) months from the date hereof and this Agreement is terminated by Seller, Buyer shall be entitled to return of the Deposit.

8.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned and the Deposit returned to Buyer, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If, on the date that would otherwise be the Closing Date, Buyer shall have notified Seller in writing that one or more of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer, and such conditions shall not have been satisfied by Seller within thirty (30) calendar days following such notice.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by October 31, 2010.

(d) Breach. If Seller has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) calendar days after Seller has received written notice of such breach from Buyer.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2 and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. If this Agreement is terminated by Seller pursuant to Section 8.1(d), the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets, except as provided in Section 1.2(a) hereof. If (A) if the FCC shall not have granted its consent to the assignment of the Station license to Buyer within three months of the date hereof; or (B) Buyer terminates this Agreement pursuant to Section 8.2, then this Agreement shall terminate and Buyer shall be entitled to a return of the Deposit. If this Agreement is terminated as a result of Seller's material breach of this Agreement, Buyer's sole remedy shall be a refund of the Deposit.

## SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES.

9.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of one (1) year. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by either party shall affect the other party's right to rely on any representation or warranty made by such party or relieve such party of any obligations under this Agreement as the result of a breach of any of its representations and warranties.

9.2 Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue

representation, breach of warranty, or nonfulfillment of any covenant by Seller contained in this Agreement; or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement; or from claims arising from the operation of the Stations prior to the Closing.

9.3 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by Buyer contained in this Agreement; or in any certificate, schedule, document, or instrument delivered to Seller under this Agreement; or from claims arising from the operation of any of the Stations after Closing.

9.4 Limits on Indemnification. No indemnification shall be required to be made by either party hereto until the aggregate amount of all indemnification claims against such indemnifying party exceeds Five Thousand Dollars ($5,000.00). Notwithstanding anything to the contrary contained herein, in no event shall Seller's obligations for indemnification under this Agreement exceed in the aggregate Twenty-Five Thousand Dollars ($25,000.00) and Buyer hereby waives and releases any recourse against Seller for indemnification above Twenty-Five Thousand Dollars ($25,000.00). The indemnification provisions in this Section 9 sets forth the exclusive remedies of the parties hereto following the Closing for a breach of a representation, warranty or covenant under this Agreement or any other claims relating to this Agreement.

9.5 Defense. With respect to claims made under Sections 9.2 or 9.3, the indemnified party must notify the indemnifying party of any third party claim promptly after learning of such claim and in time to permit the indemnifying party to assert a timely defense. An indemnifying party may not settle a third party claim without the consent of the indemnified party unless the settlement includes a complete release of the indemnified party from liability to the claimant.

9.6 Specific Performance. The parties recognize that, if Seller breaches this Agreement and refuse to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

## SECTION 10. MISCELLANEOUS.

10.1 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

10.2 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party**.**

10.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service, or by registered or certified U.S. mail, return receipt requested, sent by telecopy or facsimile transmission, confirmation of receipt requested, or sent by electronic mail, with confirmation of receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

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| If to Seller: | Lopes Broadcasting of Boise, LLC<br>Attn: Todd Lopes<br>2121 Wilmington Drive<br>Walnut Creek CA 94596<br>Fax:<br>Email: toddlopes@gmail.com |
| With a copy (which shall not constitute notice) to: | Spano Communications LLC<br>Attn: Cynthia Spano<br>1007 W. Peninsular St.<br>Tampa, FL 33603<br>Fax:<br>Email: cynthiaspano@me.com |
| If to Buyer: | Family Stations, Inc.<br>Attn: Harold C. Camping<br>4135 Northgate Blvd<br>Suite 1<br>Sacramento, CA 95834 - 1226<br>Fax:<br>Email: |
| With a copy (which shall not constitute notice) to: | Fletcher Heald & Hildreth, PLC<br>Attn: Michelle A. McClure, Esq.<br>1300 N. 17th Street, Suite 1100<br>Arlington, VA 22209<br>Fax: (703) 812-0486<br>Email: mcclure@fhhlaw.com |

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 10.3.

10.4 Entire Agreement; Amendment. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties thereto. No waiver of compliance with any provision of this Agreement will be effective unless evidenced by an instrument evidenced in writing and signed by the parties thereto.

10.5 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other parties hereto.

10.6 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

10.7 Governing Law. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law.

10.8 Rebroadcast Agreement. Seller and Buyer shall enter into a Rebroadcast Agreement to commence on or before August 1, 2010. The Rebroadcast Agreement shall expire upon the Closing or upon Termination of this Agreement pursuant to the provisions of Section 8.

10.9 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective heirs, successors, and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other, except that Buyer, upon notice to Seller, may assign its rights and obligations to an entity that is controlled by, controlling, under common control with Buyer.

10.10 Confidentiality. Except as necessary for the consummation of the transaction contemplated by this Agreement, and except as and to the extent required by law, each party will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement which information is not readily available from other sources. Notwithstanding anything in this Agreement to the contrary, the obligations contained in this Section 10.10 shall indefinitely survive the termination of this Agreement.

10.11 Press Release. No party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental

authorities and publishing notices as may, in its reasonable judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

**SELLER:**

**Lopes Broadcasting of Boise, LLC**

By: _____

Name: Todd Lopes

Title: Manager

**BUYER:**

**Family Stations, Inc.**

By: Harold Camping 7/26/10

Name: Harold C. Camping

Title: President

**Schedule 1.1(a)**
**FCC Authorizations**

KITL-LP Analog Channel 20:
License (File No. BLTTL-20060303ABS) – Expires 10/01/2014

KITL-LP Analog Channel 20:
License Renewal (File No. BRTVL-20060601ACM) – Expires 10/01/2014

KITL-LD Digital Channel 20:
Construction Permit for Digital Flash Cut (File No. BDFCDTL-20090618AAO) – Expires 07/14/2012

**Schedule 1.1(e)**
**Tangible Personal Property**

1kw Superior Tube transmitter

Patriot 3.1 meter heated dish,

Satellite receivers

Logo generator

Adtec insertion equipment

Computer

Video and analog Das

Slingbox