

**ASSET PURCHASE AGREEMENT**

by and among

**VALLEY BROADCASTING COMPANY, YUMA BROADCASTING  
COMPANY, FALLS BROADCASTING COMPANY, SIERRA  
BROADCASTING COMPANY, SWEETWATER BROADCASTING  
COMPANY, TWO OCEAN BROADCASTING COMPANY, AND  
SUNBELT COMMUNICATIONS COMPANY  
("Sellers")**

And

**HISPANIC CHRISTIAN COMMUNITY NETWORK, INC.  
("Buyer")**

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (hereafter the "Agreement") is entered into this 9th day of May, 2007 by and between Sunbelt Communications Company and its subsidiaries including: Valley Broadcasting Company, Yuma Broadcasting Company, Falls Broadcasting Company, Sierra Broadcasting Company, Sweetwater Broadcasting Company, Two Ocean Broadcasting Company, ("Sellers"); and Hispanic Christian Community Network, Inc., or its assigns ("Buyer").

### W I T N E S S E T H:

**WHEREAS**, Sellers are holders of 14 Low Power Television Construction Permits which are listed on Exhibit A attached (hereafter the "Permits"), pursuant to authority issued by the Federal Communications Commission ("Commission" or "FCC"); and

**WHEREAS**, Buyer and Sellers have agreed that Sellers shall assign and transfer and Buyer shall acquire all rights, title and ownership to the Permits; and

**WHEREAS**, prior consent of the FCC must be obtained for the assignment of the Permits from Sellers to Buyer.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **Section 1** **Purchase and Sale of Assets**

On the Closing Date, Sellers shall assign to Buyer, and Buyer shall purchase from Sellers all Permits listed in Exhibit A free and clear of all debts, liens, leases, security interests, mortgages, trusts, claims, or other liabilities or encumbrances whatsoever. Such Permits shall include all rights and interests in and to the FCC Permits listed in Exhibit A (the "Authorizations").

### **Section 2** **Purchase Price and Payment**

The purchase price for the Permits is delineated in Exhibit B ("Purchase Price").

### **Section 3**

#### **Application to and Consent by Commission**

3.1 **Commission Consent.** Buyer and Sellers each acknowledge that consummation of the purchase and sale provided for herein and the performance of the obligations of Sellers and Buyer under this Agreement is subject to the Commission's consent to the assignment of the Authorizations from Sellers to Buyer.

#### 3.2 **Application for Commission Consent.**

(a) Sellers and Buyer agree to proceed expeditiously and with due diligence and in good faith and to use their best efforts and to cooperate with each other in seeking the Commission's approval of the assignment of the Station. Within two (2) business days after execution of this Agreement, each party shall have prepared its portion of applications on FCC Form 345 to request Commission consent to assign the Commission Authorization from Seller to Buyer (the "Assignment Applications") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Applications and shall have filed such portion of the Assignment Applications with the Commission. Each party further agrees expeditiously to prepare Assignment Applications amendments, respond to oral or written inquiries, and answer pleadings whenever such are required by the Commission or its rules.

(b) Each party shall bear its own expenses incurred for the preparation, filing and prosecution of each of the Assignment Applications.

(c) Each party agrees to comply with any condition imposed on it by the Commission, except that no party shall be required to comply with a condition that would have a material adverse effect upon it. Buyer and Sellers shall oppose any efforts for reconsideration or judicial review of the grant by the Commission of the Assignment Applications (but nothing in this Section shall limit any party's right to terminate this Agreement in accordance with the terms herewith). Sellers will not be obligated to incur any monetary expenses in connection with such opposition, and in the event such monetary expense is incurred may, at its election, terminate all or part of the

contract and return money which it has received for the portion of the contract terminated.

#### **Section 4** **Date, Time and Place of Closing**

4.1. Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place no later than five business days after all of the FCC Consents to the Assignment Applications become Final Orders, *i.e.*, no longer subject to judicial or administrative appeal (the date set in accordance with this section referred to as the "Closing Date").

4.2. Time and Place. The Closing shall take place via facsimile with wire transfer of the Purchase Price.

#### **Section 5** **Mutual Representations and Warranties**

Sellers and Buyer represent and warrant to each other as follows:

5.1. Authorization and Binding Obligation. Each of the Sellers and Buyer has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement and the transactions contemplated hereby are duly and validly authorized by all necessary action on its part. This Agreement constitutes legal, valid and binding obligations of each of the Sellers and Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.2. Absence of Conflicting Agreements or Required Consents. Except as set forth in Section 7.1 with respect to governmental consents, each of Sellers' and Buyer's execution, delivery and performance of this Agreement: (i) does not require the consent of any third party; (ii) will not materially violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; (iii) will not, either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for

termination of, or result in a breach of the terms, conditions, or provisions of, or constitute a default under any agreement, instrument, trust instrument or permit individually or in the aggregate material to the transactions contemplated hereby and to which they are now subject; and (iv) will not result in the creation of any lien, charge or encumbrance on any of the Assets.

5.3. Compliance With Laws. Sellers hold the Permits in material compliance with all laws and regulations, including but not limited to all applicable laws, regulations and policies of the FCC. Buyer is legally, financially and technically qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC, to become the holder of the Permits.

## **Section 6**

### **Covenants of Seller**

6.1. Between the date hereof and the Closing Date, Sellers shall maintain the Permits in material conformity with the Communications Act of 1934, as amended, and the rules and regulations of the Commission and in material conformity with all other material applicable laws, ordinances, regulations, rules and orders. Sellers shall not: create, assume or permit to exist, unless specifically described in this Agreement or the Schedules hereto, any mortgage, pledge, lien or other charge or encumbrance affecting any of the Permits; sell, assign, lease or otherwise transfer or dispose of any of the Permits; or waive any material right relating to any of the Permits.

6.2 During the pendency of the Assignment Applications, Sellers shall cooperate with Buyer in filing any modification applications (FCC Form 346) as Buyer may deem appropriate. All such filings shall be made at Buyer's sole expense.

6.3 Except for proceedings affecting segments of the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance, arbitration, or insolvency or bankruptcy proceeding, pending or, to the best of Sellers' knowledge threatened, against Sellers or the Authorizations being sold or transferred to Buyer, which may (a) adversely affect the Authorizations to be assigned hereunder in substantially the same manner as they are currently authorized, or the ability of Buyer to own the

Authorizations in substantially the same manner as they are currently authorized, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification or suspension of the Authorizations, or the issuance or imposition of any administrative sanction that might adversely affect the Authorizations in substantially the same manner as they are currently authorized or the ability of Buyer to own and operate the Authorizations in substantially the same manner as it is currently authorized. Sellers will give Buyer prompt notice of its discovery of any such basis or the institution or the threat of any such litigation, investigation, or proceeding. Sellers are not in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation of any applicable court or governmental body, which default could have a materially adverse effect on the Authorizations.

**6.4 No Liabilities Attaching to Buyer.** Except as expressly provided in this Agreement, there are no liabilities of any kind or nature whatsoever of Sellers that attach or will, after the consummation of the transaction contemplated hereby, attach to Buyer.

## **Section 7 Governmental Consents**

**7.1. FCC Consents.** The assignment of the Permits from Sellers to Buyer as contemplated by this Agreement is subject to the prior consent and approval of the FCC (the "FCC Consents"). Buyer and Sellers shall each fully prosecute the FCC Application with all diligence and shall otherwise use their best efforts to obtain the grant of such application as expeditiously as practicable. If reconsideration or judicial review is sought with respect to the FCC Consent, Buyer and Sellers shall each vigorously oppose such efforts for reconsideration or judicial review by filing appropriate pleadings and submissions.

**Section 8**  
**Conditions Precedent to Buyer's Obligation to Close**

The obligation of Buyer to consummate the transactions set forth herein is subject to the satisfaction of each of the following conditions prior to Closing, any of which may be waived in writing by Buyer:

8.1. Representations, Warranties and Covenants.

8.1.1. All of Sellers' representations and warranties made in this Agreement, or in any Exhibit, Schedule, or certificate delivered pursuant hereto shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of that date.

8.1.2. All of the terms, covenants and conditions to be complied with and performed by Sellers on or prior to the Closing Date shall have been complied with or performed by Sellers in all material respects.

8.2. Governmental Consents. The FCC Consent provided for in Section 7.1 of this Agreement shall have been granted.

8.3. Governmental Authorizations. Sellers shall be the holder of the Permits, and there shall not have been any modification of any of such licenses, Permits and other authorizations that has or could cause a material adverse effect.

8.4. Adverse Proceedings. No suit, action or governmental proceeding shall have been instituted against, and no order, decree, or judgment of any court, agency, or other governmental authority shall have been rendered against Sellers that would render it unlawful for Sellers, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

8.5. No Material Adverse Change. There shall not have been any material adverse change in the Permits, other than the five permits that are being modified.

8.6. Instruments of Conveyance and Transfer. Sellers shall have delivered to Buyer instruments in form and substance reasonably satisfactory to counsel to Buyer, effecting the sale, transfer, assignment and conveyance of Sellers' right, title and interest in and to the ownership of the Permits to Buyer, including, without limitation, an assignment of all right, title and interest in and to the Permits to be assigned.

8.7. Other Acts. Sellers shall have performed any and all other acts that are necessary to place Buyer in the position of owning and controlling the Permits, as provided for in this Agreement.

## **Section 9**

### **Conditions Precedent to Sellers' Obligations to Close**

The obligation of Sellers to consummate the transactions set forth herein is subject to the satisfaction of each of the following conditions, any of which may be waived in writing by Sellers:

9.1. Payment of Purchase Price. Before the Closing Date, Buyer shall pay the Purchase Price in accordance with Section 2 of this Agreement.

9.2. Governmental Consents. The FCC Consent provided for in Section 7.1 of this Agreement shall have been granted.

## **Section 10**

### **Transfer Taxes, Fees, Expenses, Adjustments**

Buyer shall pay the fees, costs and expenses related to the consummation of this Agreement: (i) all customary federal, state and local sales and transfer taxes, if any, and any recording costs related to the sale of the Permits; and (ii) the cost of any filing or grant fees imposed by any governmental authority, including the FCC.

## **Section 11**

### **Commissions or Finder's Fee**

Brokers' fees will be included in total purchase price as listed on Exhibit B and will be paid in accordance with separate Memo of Understanding between Sunbelt entities, Gerald R. Proctor, and Hilco Communications, Inc.

**Section 12**  
**Risk of Loss and Damage**

The risk of any loss of Permits shall be borne by Sellers until FCC approval of assignment. Should any Permit fail to be approved by FCC for assignment to Buyer within 9 months of the execution of this Agreement, the purchase price will be reduced by the amount listed on Exhibit B. The only damages which Sellers are liable to Buyer for under this agreement is the return of the purchase price (plus reasonable cost of collection) paid to Sellers for a permit which is not assigned.

**Section 13**  
**Specific Performance**

Upon a breach by Sellers of the terms of this Agreement, Buyer may obtain specific performance of the terms of this Agreement if Sellers own the Permit(s). Buyer's damages against Sellers are limited to recovery of the amount paid per Permit as listed in Exhibit B.

**Section 14**  
**Miscellaneous Provisions**

14.1. Attorneys' Fees and Costs. Should any party default in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit or any action, the prevailing party in such lawsuit shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. The only damages which Sellers are liable to Buyer for under this agreement is the return of the purchase price (plus reasonable cost of collection) paid to Sellers for a permit which is not assigned.

14.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the written consent of the other except that Buyer may assign its rights hereunder to an entity that is controlled by or under common control with Buyer.

14.3. Governing Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Nevada without reference to principles of conflicts of law in effect in such State. If any Section or provision of this Agreement is held to be invalid or unenforceable, all other Sections and provisions shall nevertheless continue in full

force and effect. Exclusive jurisdiction will be in the state court in Washoe County, Nevada.

14.4. Notices. Any notice, consent, waiver or other communication hereunder shall be sent by nationally recognized overnight air courier service or same day delivery service to the address specified below (or at such other address which party shall specify to the other party in accordance herewith):

If to Seller:

Ralph Toddre, President of selling companies  
1790 Vassar Street  
Reno, NV 89502

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

Gerald R. Proctor  
137 Magnolia Bend Drive  
Livingston, TX 77351

If to Buyer, to:

Antonio Cesar Guel  
Hispanic Christian Community Network, Inc.  
8500 North Stemmons Freeway, Suite 5050  
Dallas, TX 75247

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

Dan J. Alpert, Esq.  
The Law Office of Dan J. Alpert  
2120 N. 21<sup>st</sup> Rd.  
Arlington, VA 22201

Notice or other communication shall be deemed to have been given if sent by nationally recognized overnight air courier service on the next business day after being sent.

14.5. Multiple Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.6. Entire Agreement. This Agreement represents the entire understanding of the parties hereto, supersedes all other and prior memoranda and agreements between the parties hereto

and may not be modified or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified and amended.

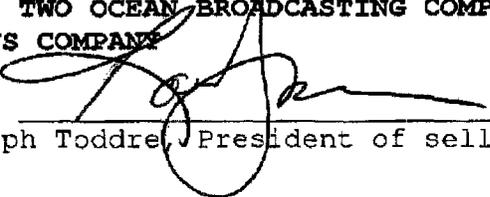
14.7. Exclusive Dealings. For as long as this Agreement is in effect and Buyer is not in material breach or default of this Agreement, neither Sellers nor any person acting at Sellers' direction or on Sellers' behalf shall solicit or initiate any offer from, or conduct any negotiations with, any person concerning the acquisition of the Permits, directly or indirectly, by any party other than Buyer and Buyer's agents, successors and assigns.

14.8. Captions. The section captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day first written above.

**SELLERS:**

VALLEY BROADCASTING COMPANY, YUMA BROADCASTING COMPANY, FALLS BROADCASTING COMPANY, SIERRA BROADCASTING COMPANY, SWEETWATER BROADCASTING, TWO OCEAN BROADCASTING COMPANY, AND SUNBELT COMMUNICATIONS COMPANY

By:   
Ralph Toddre, President of selling companies

By: \_\_\_\_\_  
Gerald R. Proctor

**BUYER:**

HISPANIC CHRISTIAN COMMUNITY NETWORK, INC.

By: \_\_\_\_\_  
Antonio Cesar Guel

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day first written above.

**SELLERS:**

**VALLEY BROADCASTING COMPANY, YUMA BROADCASTING COMPANY, FALLS BROADCASTING COMPANY, SIERRA BROADCASTING COMPANY, SWEETWATER BROADCASTING, TWO OCEAN BROADCASTING COMPANY, AND SUNBELT COMMUNICATIONS COMPANY**

By: \_\_\_\_\_  
Ralph Toddre, President of selling companies

By: Gerald R. Proctor  
Gerald R. Proctor

**BUYER:**

**HISPANIC CHRISTIAN COMMUNITY NETWORK, INC.**

By: \_\_\_\_\_  
Antonio Cesar Guel

**Exhibit "A"**  
**LPTV CONSTRUCTION PERMITS**  
**Sold by**  
**SUNBELT AFFILIATED COMPANIES**  
**April 27, 2007**

<u>State and City</u>	<u>Channel Number</u>	<u>Facility ID</u>	<u>FCC File Number</u>	<u>Call Letters, Issue Date and Company</u>
<b>Arizona:</b>				
Littlefield	30	128465	BNPTTL-20000831AZS	K30IP, 12/15/04, Valley
Parker	49	128085	BNPTTL-20000831ARB	K49IM, 3/28/06, Yuma
Quartzsite	55	128964	BNPTTL-20000831BLN	K55KC, 8/16/05, Yuma
Tacna	27	128985	BNPTTL-20000831BLZ	K27IJ, 8/16/05, Yuma
<b>Idaho:</b>				
Twin Falls	7	130922	BNPTVL-20000829ATC	K07YB, 11/16/04, Falls
<b>Nevada:</b>				
Carrara	30	128468	BNPTTL-20000831AZV	K30IG, 12/15/04, Valley
Ely	36	130016	BNPTTL-20000829ANF	K36JJ, 3/16/07, Sierra
Tonopah	11	127636	BNPTVL-20000829AHZ	K11WE, 3/16/07, Sunbelt
Tonopah	13	127633	BNPTVL-20000829AHY	K13YU, 1/25/05, Sunbelt
Tonopah	45	127629	BNPTTL-20000829AHK	K45KK, 3/16/07, Sunbelt
<b>Wyoming:</b>				
Casper	7	126395	BNPTVL-20000829AEC	K07YF, 8/17/05, Sweetwater
Jackson	39	126439	BNPTTL-20000829AEQ	K39JU, 3/16/07, 2 Ocean
Kemmerer	46	128715	BNPTTL-20000829ALJ	K46JY, 3/16/07, Sunbelt
Laramie	25	128721	BNPTTL-20000829ALL	K25IE, 1/25/05, Sunbelt

Sunbelt – LPTV Sale (2)

## EXHIBIT B

1. Total purchase price: \$42,000.00  
Price per permit: \$3000.00 x 14 permits = \$42,000.00
  
2. Payment schedule:
  - a. On signing purchase agreement: \$4,200.00
  - b. On notification by FCC of approval of assignment:  
\$18,900.00
  - c. 30 days after notice by FCC of approval of assignment:  
\$18,900.00

All fees for assignment will be the responsibility of Buyer. No documents will be filed with the FCC by Buyer which are not approved by Seller. All documents filed will comply with FCC rules and regulations. Buyer will indemnify Seller for any FCC fine and attorneys' fees in connection with filings.

Payment will be by wire transfer. Send wire transfer to:

Nevada State Bank  
Sunbelt Communications Company  
ABA # 122400779  
Acct # 0822005743

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day first written above.

**SELLERS:**

VALLEY BROADCASTING COMPANY, YUMA BROADCASTING COMPANY, FALLS BROADCASTING COMPANY, SIERRA BROADCASTING COMPANY, SWEETWATER BROADCASTING, TWO OCEAN BROADCASTING COMPANY, AND SUNBELT COMMUNICATIONS COMPANY

By: \_\_\_\_\_  
Ralph Toddre, President of selling companies

By: \_\_\_\_\_  
Gerald R. Proctor

**BUYER:**

HISPANIC CHRISTIAN COMMUNITY NETWORK, INC.

By: Antonio Cesar Guel  
Antonio Cesar Guel