

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated as of this 12 day of December, 2011 (the "Execution Date"), by and between **Family Broadcasting Group, Inc.**, an Oklahoma corporation ("Seller"), and **Oklahoma Community Television, LLC**, an Oklahoma Limited Liability Company ("Buyer").

RECITALS

WHEREAS, the Federal Communications Commission ("FCC") has issued a license (the "FCC License") to operate low power television translator station K51EK, Facility ID No. 38227, McAlester, Oklahoma (the "Station"), which is currently silent; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the assets of the Station including the FCC License under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **ASSETS TO BE SOLD AND PURCHASED.** Subject to the prior approval of the FCC and to the terms and conditions herein, Seller agrees to sell and Buyer agrees to purchase the following assets (the "Assets"):

- a. **FCC Authorizations.** All FCC authorizations and applications for construction and operation of the Station as listed in Exhibit A hereto.
- b. **Equipment and Other Property.** All of Seller's tangible and intangible personal property solely used in the operation of the Station and listed in Exhibit B hereto.
- c. **Tower Lease.** That certain tower lease described in Exhibit C hereto (the "Tower Lease")
- d. **Technical Data.** All of Seller's schematics, blueprints, engineering data, keys, passwords, combinations and other technical information pertaining solely to the construction or operation of the Station.

2. **EXCLUDED ASSETS.** Except for the Assets specifically described in paragraph 1, no other assets of the seller are to be sold or assigned hereunder and all other assets are excluded from this Agreement.

3. **AMOUNT OF PURCHASE PRICE.** In consideration for the sale, assignment, and conveyance to Buyer of the Assets, Buyer agrees to pay Seller Five Thousand Dollars (\$5,000.00) (the "Purchase Price").

4. **PAYMENT OF PURCHASE PRICE.** The Purchase Price specified in paragraph 3 above shall be paid by the Buyer to Seller at Closing (defined below) in immediately available funds.

5. **FCC APPROVAL.**

- a. **FCC Approval Required.** Consummation of the purchase and sale provided for herein is conditioned upon the FCC having published notice of its consent to the assignment from Seller to Buyer of the FCC License, without any condition materially adverse to Buyer.
- b. **Filing of Application.** The parties agree to proceed as expeditiously as practical to prepare an application on FCC Form 345 (the "FCC Application") requesting FCC consent to the transaction set forth herein, and to file the FCC Application with the FCC not later than ten (10) business days after the Execution Date. The parties agree that the FCC Application will be prosecuted by the parties in good faith and with due diligence. Each party will be solely responsible for the expense incurred by it in the preparation, filing, and prosecution of the FCC Application. Buyer shall be responsible for paying the applicable FCC filing fee for the FCC Application.
- c. **Retransmission Consent Agreement.** Effective as of the Execution Date, the parties shall enter into a mutually agreeable Retransmission Consent Agreement ("RCA") pursuant to which the Seller shall retransmit the live programming of KOTV-DT, Tulsa, Oklahoma on the Station during the pendency of the FCC Application process and until Closing (defined below). The terms of such RCA shall be commercially reasonable and subject to all FCC rules and policies applicable to such arrangements.

6. **CLOSING.** The closing shall take place within five (5) business days of the publication date of the FCC's consent to the FCC Application (the "Closing"), provided the conditions specified in this Agreement shall have been met, with such date to be mutually agreed on by the parties (the "Closing Date"),

7. **SELLERS REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants as follows:

- a. **Organization and Standing of Seller.** Seller is a legally formed and validly existing corporation in good standing under the laws of the state of Oklahoma.
- b. **Seller's Authority.** Seller has full power and authority to sell, transfer, assign, and convey all assets described herein, and to execute, deliver and perform this Agreement. The execution and delivery of this Agreement and the consummation of the purchase of the Assets provided for herein have been duly and validly authorized by Seller's board of directors, which possesses the

authority under Seller's articles of incorporation and bylaws to grant such authorization.

- c. **Valid FCC Authorization.** Seller holds, and on the Closing Date will hold, a valid FCC License to operate the Station. Seller has the power and authority to own and operate the Station and the business and properties related thereto. Except for a request to operate the Station at reduced power pursuant to special temporary authority, no action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be pending or threatened, before the FCC or any other governmental or judicial body, for the suspension, cancellation, revocation or modification of the FCC License other than those affecting the broadcasting industry generally.
- d. **Good Title to Assets.** Seller will transfer the Assets to the Buyer free of all liens, claims or encumbrances on the Closing Date.
- e. **Disclosure.** No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or be furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.
- f. **Exceptions.** Except as otherwise specifically provided in this Agreement, the Assets are being sold to the Buyer AS IS, WHERE IS, the Seller makes no representations regarding the Assets and expressly disclaims any implied warranty, including any warranty of merchantability or fitness for intended purpose.

8. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents, warrants, and covenants to Seller as follows:

- a. **Buyer's Organization and Standing.** Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Oklahoma, and possesses all power necessary to own and operate Station and can carry out the provisions of this Agreement.
- b. **Buyer's Authority.** The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's Manager.
- c. **Disclosure.** No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

9. **RISK OF LOSS.** Risk of loss, damage, or destruction to the property and assets to be sold passes at Closing.

10. **ACCESS TO INFORMATION.** Seller shall provide Buyer (or its designated representative) reasonable access, during normal business hours prior to Closing, to Seller's physical properties, contracts to be assumed by Buyer, and accounting records which pertain exclusively to the Station.

11. **BROKERS.** Buyer and Seller hereby represent and warrant to the other that neither is bound nor obligated to pay any sales commission, broker's or finder's fees in connections with the transaction contemplated herein.

12. **INDEMNIFICATIONS BY SELLER.** Seller shall indemnify and hold harmless Buyer against and in respect of:

- a. **Operations Prior to Closing.** Any and all liabilities, obligations, claims and demands arising out of the ownership or operation of the Station prior to the Closing Date, any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.
- b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against the Buyer, Buyer shall notify Seller promptly and give Seller an opportunity to defend the same, and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event the Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense, including, but not limited to, reasonable attorney's fees and settlement payments.

13. **INDEMNIFICATION BY BUYER.** Buyer shall indemnify and hold harmless Seller against and in respect of:

- a. **Operation after Closing.** Any and all liabilities, obligations, claims and demands arising after the Closing Date out of the ownership or operation of the Station, or any breach by Buyer of this Agreement, or any inaccuracy in or breach by Buyer of the Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.
- b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against the Seller, Seller shall notify Buyer promptly and give Buyer an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in

connection with such defense, including, but not limited to, reasonable attorney's fees and settlement payments.

14. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.

Buyer shall not be obligated to proceed to Closing unless and until the following conditions have been met:

- a. The FCC shall have given its consent to the FCC Application and said consent shall have been published by the FCC;
- b. Seller shall have performed and complied with all of the agreements, obligations and conditions required by this Agreement to be performed or complied with by Seller, prior to or as of the Closing Date.
- c. Seller shall hold a valid, current and unexpired FCC License for the Station.
- d. The representatives and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

15. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE.

Seller shall not be obligated to proceed to Closing unless and until the following conditions have been met:

- a. The FCC shall have given its consent to the FCC Application and said consent shall have been published by the FCC.
- b. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.
- c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.
- d. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

16. BUYER'S PERFORMANCE AT CLOSING. At the Closing, the Buyer shall deliver to Seller:

- a. The Purchase Price; and
- b. A copy of a resolution of Buyer's Manager authorizing the consummation of the transactions provided for in this Agreement.

17. **SELLER'S PERFORMANCE AT CLOSING.** At the Closing, Seller shall deliver to Buyer:

- a. The FCC License, together with such assignment of the FCC License as Buyer may reasonably require;
- b. A copy of a resolution of Seller's Manager authorizing the consummation of the transactions provided for in this Agreement; and
- c. Such assignments, bills of sale and further instruments of conveyance as Buyer may reasonably require in order to effectuate the assignment from Seller to Buyer of the Assets free and clear of all liens, claims and encumbrances.

18. **SURVIVAL OF WARRANTIES.** All representations, warranties, and covenants made by the parties in the Agreement shall be deemed made for the purpose of inducing the other party to enter into this Agreement and shall survive the Closing and remain operative in full force and effect for a period of one (1) year.

19. **NO ASSIGNMENT.** This Agreement may not be assigned by either party without the other party's prior written consent.

20. **TERMINATION.** This Agreement may be terminated at any time prior to Closing as follows:

- a. by the mutual written consent of Seller and Buyer;
- b. by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; or
- c. by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement,
- d. provided, however, that the right to terminate this Agreement shall not be available to any party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur. Notwithstanding anything in this Agreement to the contrary, no party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other party. In the event of a termination pursuant to Section 21(b) hereof, Seller shall be entitled to recover \$5,000.00 as liquidated damages, and such recovery shall be its sole and exclusive remedy under this Agreement. The parties agree that \$5,000.00 would represent a fair approximation of Seller's actual damages.

21. NOTICES. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, as follows:

If to Seller:

Vince Orza, President and CEO
Family Broadcasting Group, Inc.
9802 N. Morgan Road
Yukon OK 73099

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

Steven A. Lerman
Lerman Senter PLLC
2000 K Street, N.W., Suite 600
Washington, DC 20006

If to Buyer:

Steve Foerster, President
Oklahoma Community Television, LLC
7401 N. Kelley Avenue
Oklahoma City, OK 73111

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

David A. O'Connor
Wilkinson Barker Knauer, LLP
2300 N Street, N.W., Suite 700
Washington, D.C. 20037

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. REASONABLE ASSURANCES. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles.

24. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties regarding the transaction contemplated hereby. This Agreement supersedes all prior agreements and understandings between the parties and may not be amended or modified unless in writing and signed by both parties.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement. Electronic or facsimile copies of the signatures hereto shall be treated as original signatures for all purposes.

26. **JOINT PREPARATION OF AGREEMENT.** Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SELLER:

FAMILY BROADCASTING GROUP, INC.

By: _____

Its: _____

BUYER:

OKLAHOMA COMMUNITY TELEVISION, LLC

By: _____

Its: _____

EXHIBIT A

FCC AUTHORIZATIONS TO BE ASSIGNED

FCC license for K51EK, McAlester, Oklahoma;

-20111212ABM - Request for Special Temporary Authority to operate station at reduced power.
(Pending Commission action as of December 13, 2011).

EXHIBIT B

EQUIPMENT AND OTHER PROPERTY

1. Call sign for K51EK
2. Transmit antenna and transmission line located at the Station site in McAlester, Oklahoma.
3. Receive antenna, pre-amp, and coax line located at the Station site in McAlester, Oklahoma.
4. Emcee 1000 watt analog transmitter located at the Station site in McAlester, Oklahoma.
5. Cargo Container (Transmitter Building), electrical, dehydrator, air conditioning equipment located at the Station site in McAlester, Oklahoma.
6. All other equipment solely related to the operation of the translator system located at the Station site in McAlester, Oklahoma.