

ASSET PURCHASE AGREEMENT

This Agreement is entered into this 3rd day of December, 2007, by and between ONDAS DE VIDE NETWORK, INC. (hereafter the "Buyer") and NEVADA PUBLIC RADIO (hereafter the "Seller"), for valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree, stipulate and contract as follows:

WHEREAS, Seller holds a license and a Channel 207 modification construction permit (File No. BPFT-20070221ACX) from the Federal Communications Commission (hereafter "FCC") for the operation of an FM translator radio station K204AN, FCC facility ID #48349, at Pahrump, Nevada, (hereafter the "Station"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the FCC license and construction permit for the Station; and

WHEREAS, the Parties jointly understand that the proposed sale of the Station must be approved by the FCC prior to closing; and

NOW THEREFORE, the Parties wishing to be legally bound do hereby stipulate and agree to the following.

- I. ASSETS TO BE SOLD. Seller agrees to convey to Buyer all of its right, title and interest in the license and construction permit for the Station (as shown in Exhibit A hereto), validly in effect under the rules of the FCC, and in the equipment shown in Exhibit B hereto.
- II. PURCHASE PRICE AND TERMS. The Buyer will pay the total sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00). A deposit of TEN THOUSAND DOLLARS (\$10,000.00) will be paid upon the filing of the FCC application and the remainder of THIRTY-FIVE THOUSAND DOLLARS \$35,000.00 will be payable at the closing.
- III. THE FCC APPLICATION. Within 5 days after the execution of this Agreement, the Parties agree to cooperate with each other in the filing of an FCC assignment application (hereafter the "Assignment Application") seeking consent for the proposed sale of the Station. The Seller and Buyer shall split the cost of all FCC filing fees (if any) associated with this transaction. The Parties agree to cooperate in supplying the FCC with all information it may require in connection with the FCC assignment application, which shall be filed by the Buyer's counsel. In addition, the Seller agrees to cooperate with the Buyer in the filing of an application to modify the construction permit for the Station should Buyer wish to do so, and gives the Buyer its consent to

prepare and file such an application upon prior review and approval of Seller, which is not to be unreasonably withheld.

IV. REPRESENTATIONS OF SELLER. The Seller represents and warrants to Buyer that:

- a) Seller is legally qualified to execute this Agreement and there are no legal impediments to the execution of consummation of the transaction contemplated herein;
- b) Seller holds clear, unencumbered title to the license and construction permit to be conveyed hereunder;
- c) The FCC license and construction permit are in full force and effect and may be assigned to Buyer without any adverse conditions;
- d) The Station is presently off-air; and
- e) Seller knows of no reason that the contemplated transaction cannot be consummated as proposed herein.

V. REPRESENTATIONS AND WARRANTIES OF BUYER. The Buyer hereby represents and warrants:

- a) Buyer is legally qualified to enter into this Agreement and consummate the transaction contemplated herein;
- b) Buyer knows of no reason that the transaction contemplated herein may not be consummated; and
- c) Buyer expressly acknowledges that the Station is presently off-air and that the Station has not broadcast since February 2, 2007.

VI. CLOSING. The closing on the sale shall take place on a date mutually agreed upon by Buyer and Seller (the "Closing Date") within seven (7) days after the last action by the FCC in which it has approved the assignment of the Station's construction permit to the Buyer without any conditions adverse to Buyer and that action has become a final order under the rules and regulations of the FCC. The Buyer and Seller agree that the Closing is conditioned upon prior FCC consent.

VII. ASSUMPTION OF LIABILITIES. The Buyer shall not assume, or be responsible for, any of the liabilities or obligations of the Seller.

VIII. EXCLUSIVE DEALINGS. The Buyer and Seller agree that for as long as this Agreement is in effect they will not discuss the sale of the Station with any other person or party.

IX. TERMINATION.

a) This Agreement may be terminated by the Buyer or Seller if the transaction contemplated herein has not been closed as of one year from the execution date, provided that the terminating party is not in material default of this Agreement.

b) Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement, and the breaching party fails to cure such breach within five (5) days of written notice from the non-breaching party.

XI. DELIVERIES AT THE CLOSING. At the closing, the Seller will deliver the following to the Buyer:

- a) A Bill of Sale for the Station's FCC license, construction permit, and other asset(s) being transferred; and
- b) Such other instruments as Buyer may request.

At the closing, the Buyer will deliver to the Seller the following:

The remainder of the purchase price specified herein.

XII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations and warranties given herein shall survive the closing for a period of one year.

XIII. INDEMNIFICATION 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 right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations) 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 Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that 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 fees and settlement payments).

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

a) **Operations after Closing.** Any and all liabilities, obligations, claims, and demands arising after the Closing Date out of the operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of this 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 Seller, Seller shall notify Buyer promptly and give it 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 fees and settlement payments).

XV. **NOTICES.** Any notices to be given by the Parties to each other shall be in writing and sent by first class U.S. mail to the following:

If to Buyer: Pastor Hector Manzo
Ondas de Vida Network, Inc.
P.O. Box 401136
Hesperia, California 92340

If to Seller: Mr. Phil Burger
Nevada Public Radio
1289 South Torrey Pines Drive
Las Vegas, Nevada 89146

XVI. **ASSIGNMENT.** Neither Buyer nor Seller shall assign or attempt to assign any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

XVII. **COUNTERPARTS.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed

and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

XVIII. MISCELLANEOUS.

a) This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

b) The construction and performance of this Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions.

c) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

WHEREFORE, the Parties have caused their signatures to be affixed to this Agreement intending to be legally bound.

Ondas de Vida Network, Inc.

Nevada Public Radio

By: Hector Manzo
Hector Manzo
President

By: [Signature]
President

EXHIBIT A

Station License and Construction Permit

<u>Call Sign</u>	<u>Location</u>	<u>FCC File No.</u>	<u>Facility ID</u>
K204AN	Pahrump, NV	BPFT-20070221ACX (permit)	48349
K204AN	Pahrump, NV	BLFT-19850708TD (license)	48349

EXHIBIT B

Equipment to be Transferred

Translator/transmitter TTC XL10 FM serial # 606