

## EXECUTION

### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of October \_\_, 2006 (the "Execution Date") between Kern Educational Telecommunications, a division of the Kern County Superintendent of Schools, a California public education agency ("Seller"), and Hispanic Christian Community Network, Inc., a Texas not-for-profit corporation ("Buyer").

#### Recitals

A. Seller is the licensee of low power television station K43AG, Ridgecrest, California (FIN: 34284) (the "Station"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell and Buyer desires to purchase the Assets as herein defined.

#### Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

#### 1. SALE AND PURCHASE.

Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the assets referenced below, free and clear of all liens and encumbrances (hereinafter "Assets"). Seller shall not, and is not agreeing to, sell, assign, transfer, deliver or convey any other assets.

A. FCC Authorizations. All of Seller's rights, titles and interests in and to the FCC Authorizations listed on Schedule A and all other licenses, permits or authorizations, if any, issued by the Federal Aviation Administration (the "FAA"), any other regulatory agency, or any Federal, state or local governmental authority that is required in connection with the ownership and operation of the Station, and all applications therefor, together with any renewals, extensions or modifications thereof and additions thereto;

B. Tangible Property. All of Seller's rights, titles and interests in and to the Station's transmitter, antenna tower, antenna system, cables, fixtures, equipment, electrical devices, machinery, tools, inventories of supplies, tapes, including recorded programming, spare parts, automobiles and other vehicles, furniture, computers, telephone systems, office equipment, and any other tangible assets or personal property of every kind and description, which are owned or leased by Seller and used or held for use in connection with the operation of the Station (the "Tangible Property.") All Tangible Property shall be conveyed in "as is" condition.

C. Books and Records. All of Seller's, rights, titles and interests in and to all books, files, records, and computer systems and software relating to the Assets, the Station, and the business or operation of the Station, including proprietary information, schematics, technical

information and engineering data, machinery and equipment warranties, maps, computer discs and tapes, software, rights to use telephone numbers, drawings, blueprints, plans, engineering data and processes developed or acquired by Seller and used or intended for use in connection with the Station or the Assets, programming information, books of accounts, financial statements, state sales tax books, records, and returns, employment records, purchase and sales records and other sales and traffic information, correspondence, market data and information relating to the market, files, literature, copies of any contracts and the FCC required logs, files, and records, but not including any corporate or accounting books or records of Seller that do not relate to the operation of the Station and the Assets, or which relate to Seller's past or current income tax liabilities.

2. PURCHASE PRICE.

A. The consideration to be paid to Seller for the transfer and conveyance of the Assets shall be the sum of Eighty Thousand Dollars (\$80,000) (the "Purchase Price"), payable as follows:

Upon execution of this Agreement, Buyer agrees to make a deposit of Twenty-two Thousand Dollars (\$22,000) (the "Initial Deposit") via certified check or similar instrument, directly to Seller. At Closing, Buyer shall pay the sum of \$8,000 via certified check or similar instrument, directly to The LPTV Store, LLC ("Broker"). Such payment to Broker (the "Broker Fee") shall represent all fees owed to Broker by Seller hereunder. At Closing (as defined below) the Initial Deposit, the Broker Fee, and the Successive Deposits described in Subparagraph B below, shall be applied to the Purchase Price. The Initial Deposits and the Successive Deposits, as defined below, shall collectively be referred to as the Deposits. In the event of a breach of a material term, warranty or covenant ("Material Breach") by Buyer herein, Seller shall so notify Buyer in writing and Buyer shall have twenty (20) days after receipt of such notice to cure the alleged Material Breach. If Buyer is unable to cure the Material Breach, Seller may terminate the Agreement and retain the Initial Deposit and any Successive Deposits made by Buyer. The parties agree that actual damages are indeterminable or difficult to measure. Therefore, such payments to Seller shall constitute liquidated damages as Seller's sole and exclusive remedy for such breach. Such payments are not intended to be, and are not, a penalty for breach of this Agreement. In the event of a Material Breach by Seller herein, Buyer shall so notify Seller in writing and Seller shall have twenty (20) days after receipt of such notice to cure the alleged Material Breach. If Seller is unable to cure the Material Breach, Buyer may terminate the Agreement and, at its election, recover from Seller the Initial Deposit, the Broker Fee, and any Successive Deposits made by Buyer, or proceed pursuant to Section 15 herein.

B. Buyer shall make a series of deposits (the "Successive Deposits") to Seller, in an amount equal to Fifty Thousand Dollars (\$50,000), over the course of a period expiring twelve (12) months from the Execution Date. An interest rate of the then-current prime rate plus one percent (1%) shall be added to the amount of each Successive Deposit. The Successive Deposit encompassing the final payment necessary to bring the amount of the paid principal to Eighty Thousand Dollars (\$80,000) shall be known as the "Final Successive Deposit."

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants to Buyer as follows:

A. Seller has the power and has been duly authorized to execute, deliver and perform this Agreement and the documents to be executed by it pursuant hereto.

B. This Agreement constitutes, and when executed and delivered at Closing, any related documents will constitute, valid and binding agreements of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and the documents contemplated hereby, nor the consummation by Seller of the transactions contemplated hereby conflicts with or constitutes a default under any material contract, commitment, understanding, arrangement, agreement or restriction of any kind to which Seller is a party or by which Seller is bound.

C. Seller is the sole and valid holder of the FCC Authorizations. Upon Closing, neither the Station nor any of the FCC Authorizations will be subject to any lien, claim or encumbrance of any kind.

D. There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened that affects the title or interest of Seller to or in any of the property or Assets intended to be sold, assigned, and conveyed hereunder, or that would prevent or adversely affect the ownership, use, or operation by Buyer of the Station or the FCC Authorizations.

E. Seller is in compliance in all material respects with all rules and regulations of the FCC and any other pertinent governmental authorities with respect to the Station and the FCC Authorizations. Seller has no knowledge of any non-compliance with any applicable laws, rules or regulations relating in any material respect to the operation and conduct of the business of Seller with respect to the Station.

F. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished, or to be furnished by Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains, nor 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.

G. An application currently is pending at the FCC for the renewal of the FCC Authorizations (FCC File No. BRTTL-20060721AAS) (the "Renewal Application"). Seller has no reason to believe that the Renewal Application will not be granted by the FCC in the ordinary course.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller as follows:

A. Buyer has the power and has been duly authorized to execute, deliver and perform this Agreement and the documents to be executed by it pursuant hereto.

B. This Agreement constitutes, and when executed and delivered at Closing, any related documents will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and the documents contemplated hereby, nor the consummation by Buyer of the transactions contemplated hereby conflicts with or constitutes a default under any governing documents of Buyer or any other material contract, commitment, understanding, arrangement, agreement or restriction of any kind to which Buyer is a party or by which Buyer is bound.

C. To Buyer's knowledge, it is qualified in accordance with the rules and regulations of the FCC and the Communications Act of 1934, as amended, to acquire the FCC Authorizations and, between the date of this Agreement and Closing, will take no action that would cause it not to be qualified to acquire the FCC Authorizations.

D. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened against, or otherwise affecting the transactions contemplated hereby at law or in equity or before any federal, state, municipal or other governmental authority.

E. Seller shall not be subject to a finder's fee or other such payment in respect to this purchase as a result of any acts of Buyer. Other than Broker, the fees of which shall be paid as provided in Section 2(A) hereunder, Buyer has involved no broker in this transaction.

F. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished, or to be furnished, by Buyer to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains, now 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.

## 5. FCC APPLICATION.

Seller and Buyer each shall use its best efforts to obtain all necessary consents and approvals from any governmental agency, third party or other entity to the consummation of the transaction contemplated hereby and to the assignment of the Station to Buyer. Within five (5) business days of the date of this Agreement, the parties shall file with the FCC an application for consent to the assignment of the Station from Seller to Buyer. Each party shall bear its own costs and expenses (including the fees and disbursements of its counsel) in connection with the preparation of the portion of such application to be prepared by it and in connection with the processing of the application. All filing fees (if any) paid to the FCC shall be borne by Buyer. Seller and Buyer shall diligently prosecute such FCC assignment application, promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and furnish all information required by the FCC with respect to such application.

## 6. CLOSING CONDITIONS.

All obligations of Buyer and Seller hereunder are subject to the accuracy of the representations and warranties of the other party as of the Closing Date and to fulfillment by the other party of each of the following conditions at or prior to Closing. If a condition requires performance by a party, the other party may waive compliance with such condition in writing at

or prior to Closing, except that the condition of FCC approval may not be waived. Each party shall use its best efforts to fulfill each of the conditions applicable to it.

Following are the conditions precedent to Closing:

A. Seller shall deliver to Buyer an Assignment of the Assets and any other instruments of conveyance, transfer and assignment as shall be reasonably necessary to vest in Buyer good and marketable title in and to the Station free and clear of all liens, claims and encumbrances, except as set forth in this Agreement or otherwise accepted in writing by Buyer.

B. The FCC shall have granted its consent to assignment of the Station from Seller to Buyer, without any condition materially adverse to Buyer (the "Initial Consent"), and such consent shall be "Final," as defined Paragraph 7.

C. The FCC shall have granted the Renewal Application and all FCC Authorizations shall be valid, current and unexpired.

D. Buyer shall have paid the Purchase Price in the manner described herein.

E. The representations and warranties of Seller and Buyer contained herein shall be true and correct in all material respects on the date of Closing.

F. Both parties shall have performed in all material respects all of their respective obligations and agreements and complied with all the covenants and conditions contained in this Agreement to be performed or complied with on or before the date of Closing.

G. Buyer shall have obtained any additional consents that are required as a result of the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

7. CLOSING.

The consummation of the sale and purchase of the Construction Permits pursuant to this Agreement (the "Closing") shall take place on the date that the Final Successive Deposit is paid to Seller; provided, however, that in no event shall Closing occur before the Initial Consent has become Final. As used herein, "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

8. TERM

(a) Term of Agreement. This Agreement shall be in effect for a term commencing on the Execution Date and terminating at 12:00 midnight, eighteen (18) months later. In the event the Closing of this transaction shall not take place within the time limit herein above set forth,

then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

(b) Termination on Notice for Hearing. If the FCC designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder.

(c) Mutual Termination. This Agreement may be terminated at any time by the mutual agreement of Seller and Buyer.

9. RISK OF LOSS.

Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Seller until the Closing date, and after Closing is consummated upon the Buyer.

10. ACCESS TO INFORMATION.

Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative, to review and inspect the Station's property, Assets, contracts and leases to be assumed by Buyer, and accounting records that pertain exclusively to the Station.

11. INDEMNIFICATIONS BY SELLER. Seller shall indemnify and hold harmless Buyer, its officers, directors, managers, shareholders, partners, members and employees against and in respect of:

A. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising prior to the Closing Date out of the right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), 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 it 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 for all of Buyer's expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees, court costs and reasonable settlement payments.)

12. INDEMNIFICATIONS BY BUYER. Buyer shall indemnify and hold harmless Seller, its officers, directors, managers, shareholders, partners, members and employees 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 operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any 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 the 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 for all of Seller's expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees, court costs and reasonable settlement payments).

13. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer. Notwithstanding the foregoing, the rights under this Agreement may not be assigned by either party without the prior written consent of the other party, except to a party under common control. No assignment shall relieve a party of its obligations under this Agreement.

14. 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 to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

15. SPECIFIC PERFORMANCE.

The parties recognize the uniqueness of the Station and the Assets, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Election by Buyer of this equitable right to specific performance shall not be in lieu of any claim to damages.

16. ENTIRE AGREEMENT.

This Agreement, including any exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by written agreement signed by all the parties hereto.

17. GOVERNING LAW.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof.

18. NOTICES.

Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

To Seller: James Varley, Administrator  
Kern County Superintendent of Schools  
1300 17<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bakersfield, CA 93301  
Facsimile No.: 661 636 4130

Copy to: Kern County Superintendent of Schools  
Attention: Superintendent  
1300 17<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bakersfield, CA 93301  
Facsimile No.: 661 636 4130

To Buyer: Hispanic Christian Community Network, Inc.  
2605 Hyacinth Drive  
Mesquite, TX 75181  
Facsimile No.: \_\_\_\_\_

Copy to: Fleischman and Walsh, L.L.P.  
1919 Pennsylvania Avenue, N.W., Suite 600  
Washington, DC 20006  
Attention: Mark B. Denbo  
Facsimile No.: 202.939.0928

19. COUNTERPARTS.

This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

20. AMENDMENTS AND WAIVERS.

A. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

B. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.



C. If any provision of this Agreement is hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written above.

SELLER:

Kern County Superintendent of Schools  
Division of Communications and KETN

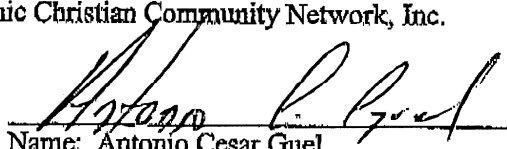
By:

  
Name: Christine Frazier, Associate Superintendent

BUYER:

Hispanic Christian Community Network, Inc.

By:

  
Name: Antonio Cesar Guel  
Title: President

191052.1

SCHEDULE A

FCC Authorizations

**United States of America**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**LOW POWER TELEVISION/TELEVISION TRANSLATOR**  
**BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

KERN EDUCATIONAL TELECOMMUNICATIONS  
1300 17TH STREET  
BAKERSFIELD CA 93301

Hossein Hashemzadeh  
Associate Chief  
Video Division  
Media Bureau

Facility Id: 34284

Grant Date: April 24, 1996

This license expires 3:00 a.m.  
local time, December 01, 1998.

Call Sign: K43AG

License File Number: BLTTL-19960410ID

This license covers Permit No.: 950210IA

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: K43AG

License No.: BLTTL-19960410ID

Name of Licensee: KERN EDUCATIONAL TELECOMMUNICATIONS

Station Location: CA-RIDGECREST

Frequency (MHz): 644 - 650

Offset: NONE

Channel: 43

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SCA 4DR-16S

Major lobe directions            350  
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude:    35 deg   34 min   03 sec

West Longitude:    117 deg   40 min   05 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 2.27 kW

Maximum ERP in any Horizontal and Vertical Angle: 2.27 kW

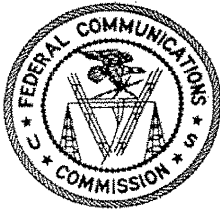
Height of radiation center above ground:            19 Meters

Height of radiation center above mean sea level:   849 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground:    21 Meters

\*\*\* END OF AUTHORIZATION \*\*\*



United States of America

**FEDERAL COMMUNICATIONS COMMISSION**  
**DIGITAL LOW POWER TELEVISION/TELEVISION TRANSLATOR**  
**BROADCAST STATION CONSTRUCTION PERMIT**

Official Mailing Address:

KERN EDUCATIONAL TELECOMMUNICATIONS  
1300 17TH STREET  
BAKERSFIELD CA 93301

Facility Id: 34284

Call Sign: K43AG-D

Permit File Number: BDFCDTL-20060331BDY

Authorizing Official:

*Hossein Hashemzadeh*  
Hossein Hashemzadeh

Associate Chief

Video Division

Media Bureau

Grant Date:

**JUN 30 2006**  
This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: KERN EDUCATIONAL TELECOMMUNICATIONS

Station Location: CA-RIDGECREST

Frequency (MHz): 644 - 650

Channel: 43

Hours of Operation: Unlimited

Callsign: K43AG-D

Permit No.: BDFCDTL-20060331BDY

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SCA 4DR-16S

Major lobe directions            350  
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude:    35 deg   34 min   03 sec

West Longitude:    117 deg   40 min   05 sec

Maximum Effective Radiated Power (ERP):            2.27 kW

Transmitter Output Power:                            0.1 kW

Height of radiation center above ground:            19 Meters

Height of radiation center above mean sea level: 849 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground:    21 Meters

Out-of-Channel Emission mask: Simple

Special operating conditions or restrictions:

- 1 This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

\*\*\* END OF AUTHORIZATION \*\*\*