

## **ASSET PURCHASE AGREEMENT**

This Agreement is made and entered into by and between: (1) Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, a California nonprofit corporation (herein referred to as "Seller"), and (2) Obidia Porras, an individual (herein referred to as "Buyer").

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

**WHEREAS**, Seller holds a valid license issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to operate low power television Station K26FO, Facility ID. No. 11529, Daggett, California (herein referred to as "Station"); and

**WHEREAS**, Seller is desirous of selling and assigning the Station and its related FCC license to Buyer, and Buyer is desirous of buying and acquiring the Station and related FCC license from Seller;

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

1. **ASSETS SOLD AND PURCHASED.** Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are, and on the Closing Date shall be, free and clear of any and all liens and encumbrances of any nature whatsoever.

a. **FCC Authorizations.** All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A (the "FCC Authorizations"), and hereby incorporated herein.

b. **Equipment.** The equipment listed in Exhibit B, hereby incorporated herein, and no other property, equipment, or tangible item.

c. **Technical Data.** All of Seller's engineering data and technical information for the Station specified in its FCC application(s) for the Station.   

Buyer understands that no cash, bank deposits, accounts receivable, copyrights, trademarks, service marks, or intellectual property of Seller are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

2. **AMOUNT OF PURCHASE PRICE.** In consideration for the sale, assignment, and conveyance to it of the assets listed in paragraph 1 (a) – (d) above, Buyer agrees to pay Seller Fifteen Thousand Dollars (\$15,000.00), subject to the prorations and adjustments listed below:

a. **Taxes.** All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Buyer.

b. **Prorations.** Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price specified in paragraph 2 above shall be paid by the Buyer to Seller at Closing as follows:

a. Upon execution of this Agreement, Buyer shall deposit One Thousand Five Hundred Dollars (\$1,500.00) in an escrow account to be governed in accordance with the terms of the Escrow Agreement attached as Exhibit D, and which shall be paid to Seller at Closing.

b. The balance of Thirteen Thousand Five Hundred Dollars (\$13,500.00) shall be paid to Seller at Closing by cashier's check, wire transfer to Seller's designated bank account, or other certified funds.

4. **FCC CONSENT.**

a. **FCC Consent Required.** Consummation of the purchase and sale provided for herein is conditioned upon the FCC having issued its written consent, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC Authorizations (the "FCC Consent"), and said FCC Consent having become a "Final Order". For purposes of the Agreement, a Final Order means an action of the FCC which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay, or setting aside by the FCC on their own motion or initiative, has expired. The parties may mutually agree to waive the requirement that said FCC Consent shall have become a Final Order.

b. **Filing of Application.** The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC Consent and to file said application (FCC Form 345) with the FCC not later than five (5) business days after the date of this agreement. The parties agree that said Application will be prosecuted 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 assignment application, and all fees paid to the FCC in

connection with the assignment of Station's authorization from Seller to Buyer will be borne equally by Seller and Buyer.

5. **CLOSING DATE AND PLACE.** Subject to the provisions of Paragraph 6A(b), the Closing shall take place within five (5) business days of the date on which the FCC Consent becomes a Final Order (as defined in paragraph 4.a., herein), provided the conditions specified in the Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 205 Third Street, S.E., Washington, D.C. 20002, or at such other place as buyer and Seller may select.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants as follows:

a. **Organization and Standing of Seller.** Seller is a non-profit, non-stock church corporation in good standing under the laws of the state of California.

b. **Seller's Authority.** Subject only to FCC approval, Seller has full power and authority to sell, transfer, assign, and convey the property herein sold and assigned, and to execute, deliver and perform this Agreement.

c. **Seller Holds Current Valid FCC Authorization.** Seller has the power and authority to own, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid FCC Authorizations, which are necessary for Seller to own, and operate the Station. No action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be threatened or pending,

before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of the FCC Authorizations.

d. **No Material Default in Contractual Commitments.** Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. **Good Title to Properties.** Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property, rights, leases and contracts being assigned and assumed by Buyer hereunder.

f. **Claims and Litigations.** There is no claim, litigation, or proceeding pending or, to Seller's knowledge, threatened which 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 which would prevent or adversely affect the ownership, construction, use, or operations of the Station by Buyer.

g. **Lease Rights.** Seller represents and warrants that it has, and on the Closing Date will have, the right to operate the Station from the antenna site identified in the current lease with County Service Area 40 (the "Lessor"), a copy of which is attached as Exhibit C (the "Lease"). Seller further represents that the copy of the Lease attached as Exhibit C is a complete and correct copy, that no party is in default thereunder, that the Lease is enforceable in accordance with its terms, and that Seller does not have the right to either assign the Lease to Buyer, or enter into a sublease of the antenna site without Lessor's consent.

h. **Disclosure.** No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished, or to be furnished, by Seller to Buyer contains, or will knowingly contain any false statement of a material fact.

6A. SPECIAL COVENANTS. The Parties covenant and agree that between the date hereof and the Closing Date:

a. Seller and Buyer shall work with diligence and in good faith to obtain Lessor's consent to either (i) the assignment of the Lease by Seller to Buyer, or (ii) the subleasing of the Site, Building and Tower (as such terms are defined in the Lease) by Seller to Buyer on terms similar to the terms of the Lease.

b. If Lessor has not provided its written consent to either the assignment of the Lease to Buyer or the subleasing of the Site, Building and Tower to Buyer, by the date on which the FCC Consent is issued, then Buyer may have a reasonable period of time after the FCC Consent is issued to secure a new transmitter site for the Station, including obtaining FCC consent to an application for minor modification of the Station's facilities (the "Minor Change Application") contingent upon the consummation of the assignment of the FCC Authorizations from Seller to Buyer. If the FCC has not granted the Minor Change Application by the Closing Date provided for in Paragraph 5 above, the parties agree that the Closing Date shall automatically be postponed to a date after the date on which the FCC consent to the Minor Change Application is issued, *provided that* any postponement in excess of 180 days shall require the mutual agreement of the parties and the consent of the FCC.

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

a. **Buyer's Organization and Standing.** Buyer is an individual of at least twenty-one (21) years of age with legal capacity to execute, deliver and perform this Agreement.

b. **Disclosure.** No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished, or to be furnished, by Buyer to Seller contains, or will knowingly contain any false statement of a material fact.

8. **RISK OF LOSS.** Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing is consummated upon the Buyer.

9. **ACCESS TO INFORMATION.** Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review the assets listed in Exhibit B.

10. **BROKERS.** Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales Commission, brokers or finders fees in connections with the transaction contemplated herein.

11. **CONDITION'S PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE.** Buyer shall not be obligated to close under this agreement unless and until the following conditions have been met:

a. The FCC shall have issued the FCC Consent, which shall have become a Final Order as set forth in Paragraph 4.a. herein.

b. Seller 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 as of the Closing Date.

c. Seller shall hold a valid FCC license for the Station.

d. The representations 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.

e. An FCC-authorized site for the Station's transmitting facilities shall be available to Buyer, whether pursuant to the provisions of Paragraph 6A(a) or 6A(b) above.

12. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE.**

Seller shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

a. The FCC Consent shall have been issued and shall have become a Final Order as set forth in Paragraph 4.a. herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on 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 Buyer, prior to or on the Closing Date.

13. **BUYER'S PERFORMANCE AT CLOSING.** At the Closing, Buyer shall:

a. Pay to Seller the purchase price as described and/or calculated in paragraph 2 herein.



b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

c. Execute and deliver to Seller (i) an Assignment of Lease agreement providing for the assignment and transfer of the Lease specified on Exhibit C from Seller to Buyer, (ii) a sublease of the Site, Building and Tower, or (iii) neither of the foregoing if Landlord has not granted its consent to either instrument and Buyer has secured a new antenna site for the Station.

14. **SELLER'S PERFORMANCE AT CLOSING.** At the Closing, Seller shall:

a. Deliver to Buyer the FCC authorizations for the Station together with such assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require in order to consummate the transactions provided for in this Agreement.

c. Execute and deliver to Buyer (i) an Assignment of Lease agreement, providing for the assignment and transfer of the Lease specified on Exhibit C from Seller to Buyer, (ii) a sublease of the Site, Building and Tower, or (iii) neither of the foregoing if Landlord has not granted its consent to either instrument.

15. **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 for a period of one (1) year.

16. **NO ASSIGNMENT.** This Agreement may not be assigned by Buyer without Seller's prior written consent. Notwithstanding the foregoing, if Buyer wishes to assign this Agreement to a business entity (a corporation or limited liability company), in which Buyer has majority ownership and control, Seller's consent shall be presumed and Buyer shall only be required to provide prior notice of such assignment.

17. **TERMINATION.** This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller if the FCC has denied the assignment of FCC Authorizations contemplated by this Agreement in an order which has become a Final Order; (c) by Buyer or Seller if the Lessor has not issued its consent to the assignment of the Lease or to a sublease pursuant to Paragraph 6A.a. and Buyer cannot secure an alternate FCC-authorized transmitter site for the Station; or (d) by either Buyer or Seller, upon written notice, if the Closing shall not have taken place by the first anniversary of the date on which the application for FCC Consent (described in Paragraph 4.b. above) is filed with the FCC.

18. **TERMINATION ON NOTICE FOR HEARING.** If the Commission 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.

19.     **NOTICES.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller:                     John B. Casoria, Esq., Assistant Secretary  
Trinity Broadcasting Network  
P.O. Box C-11949  
Santa Ana, California 92711

With Copy to:                   Colby M. May, Esq.  
Colby M. May, Esq., P.C.  
205 Third Street, S.E.  
Washington, D.C. 20003

If to Buyer:                     Obidia Porras  
12601 El Dorado Place  
Victorville, California 92392

With Copy to:                   Shelley Sadowsky, Esq.  
Katten Muchin Rosenman, LLP  
1025 Thomas Jefferson Street, N.W.  
Suite 700 East Lobby  
Washington, D.C. 20007-5201

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

20. **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.

21. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

22. **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, terminations, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

23. **COUNTERPARTS.** This Agreement may be executed in several 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.

24. **NO RETAINED INTEREST.** Following Closing, Seller shall not have any retained or reversionary interests in the Stations, as specified in FCC Rule 73.1150, 47 CFR § 73.1150.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of this \_\_\_\_ day of March 2007.

**SELLER:**

**TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., D/B/A TRINITY BROADCASTING NETWORK**

Witness  
*Linda Murphy*

By: *Terrence Hickey*  
Terrence M. Hickey, Assistant Secretary

**SELLER:**

**TRINITY CHRISTIAN CENTER OF SANTA  
ANA, INC., D/B/A TRINITY BROADCASTING  
NETWORK**


Witness

By: \_\_\_\_\_  
John Casoria, Assistant Secretary

**BUYER:**

**OBIDIA PORRAS, AN INDIVIDUAL**

Witness

By:  \_\_\_\_\_  
Obidia Porras, Individually