

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of May 29, 2013 by and between Bella Spectra Corporation ("Seller"), and Jeannette Robb Steward ("Buyer").

WHEREAS, Seller owns a Low Power Television Broadcast License, **WGPS-LD Sebring, FL**, (the "License") issued by the Federal Communications Commission ("FCC"), and;

WHEREAS, Seller desires to sell, assign and transfer the License as described below, and Buyer desires to acquire the License as described below, all on the terms described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase of License.** Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, pay for and accept from Seller, all right, title and interest of Seller in, to and under all real, personal and mixed assets, rights, benefits and privileges, both tangible and intangible, wherever located, owned, leased, used or held for use by Seller in connection with the business or operations of the License (collectively, the "Assets").
2. **Purchase Price.** For and in consideration of the conveyances and assignments of the License as described herein, Buyer agrees to pay to Seller, and Seller agrees to accept from Buyer eighty five thousand dollars (\$85,000) (the "Purchase Price").
 - a. **Payment of Purchase Price.** The Purchase Price shall be paid by Buyer to Seller with a deposit of fifty thousand dollars (\$50,000) due upon execution of this Agreement, with the balance of thirty five thousand dollars (\$35,000) due upon Closing, as outlined in Paragraph 4 of this Agreement.
3. **Representations and Warranties of Seller and Buyer.** Seller represents and warrants to Buyer as follows:
 - a. **Organization and Standing.** The Seller and Buyer are duly organized, validly existing corporations in good standing and are duly qualified to do business and are in good standing in all jurisdictions where such qualification is necessary. Seller and Buyer have the corporate power and authority to own, lease and otherwise to hold and operate the Assets, to carry on the business of the License as now conducted, and to enter into and perform the terms of this Agreement and to carry out the transactions contemplated hereby and thereby (the "Transactions").

Jeannette Robb Steward

- b. Authorization. The execution, delivery and performance of this Agreement and the consummation of the Transactions, have been duly and validly authorized by all necessary corporate actions of Seller and Buyer. This Agreement constitutes a valid and binding agreement and obligation of Seller and Buyer.
- c. Compliance with Laws. Seller and Buyer are in compliance in all material respects with all laws applicable to their respective businesses. Seller has obtained and holds all permits, licenses and approvals relating to the License (none of which has been modified other than as previously disclosed to Buyer or rescinded and all of which are in full force and effect) from all Governmental Authorities necessary in order to conduct the operations of the License as presently conducted. The Buyer wishes to obtain these authorizations and complies with all laws applicable to FCC ownership of such authorizations. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, to the extent not governed by federal communications law, will be governed by and construed in accordance with and pursuant to the laws of the State of Florida.
- d. Consents and Approvals; No Conflicts. The execution and delivery of this Agreement and the performance of the Transactions by Seller or Buyer will not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except consents to the assignment of the License to Buyer by the FCC.
- e. FCC Matters. The License constitutes all of the licenses, permits and authorizations from the FCC that are necessary or required for and/or used in the business and operations of the station. The License is valid and in full force and effect. No application, action or proceeding is pending for the renewal or modification of the License, and, except for actions or proceedings affecting television broadcast stations generally, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in (i) the revocation, modification, non-renewal or suspension of any of the FCC License, (ii) the issuance of a cease-and-desist order, (iii) the imposition of any administrative or judicial sanction with respect to the License, or (iv) the denial of any application for renewal. There exists no fact, condition or event relating to Seller or the License that would reasonably be expected to cause the FCC to deny the applications for assignment of the License as provided for in this Agreement.
4. Closing. Provided that the conditions set forth in this agreement shall have been satisfied, the closing of this transaction shall be held on the date that is no later than thirty business days after the date on which the FCC Final Order is granted.
5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement shall be governed and construed in accordance with the laws of the State of Florida.

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6. **Exclusive Forum and Acknowledgement of Personal Jurisdiction.** Any action at law, suit in equity, or other judicial proceed concerning, relating to, or touching upon in any way this Agreement or the subject matter hereof, shall be brought, if at all, only in the state or federal courts of Broward County, Florida. All parties to this Agreement acknowledge the right of the specified courts to assert personal jurisdiction in any such action over the parties to this Agreement and waive and release now and forever any defense to the assertion of personal jurisdiction.
7. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission or electronic transmission addressed as follows.

If to Buyer:

If to Seller:

Kristina Bruni, President
Bella Spectra Corporation
13762 W State Road 84
Suite 81
Davie, FL 33325

or such other address as the addressee may indicate by written notice to the other parties.

Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile or telex) the answerback or (with respect to electronic transmission) electronic evidence of its delivery being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

8. **Entire Agreement.** This Agreement between the parties supersedes all previous communications, representations, or agreements, either verbal or written, between and among the parties as to the subject matter hereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

SELLER

Bella Spectra Corporation

By: Kristina C. Brun
Name: KRISTINA C. BRUN
Title: President
Date: 05-29-13

BUYER

Jeannette Robin Guenette
By: Jeannette Robin Guenette
Name: _____
Title: _____
Date: May 29, 2013

Handwritten initials/signature