

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** is made by and between The Ondas de Vida Network, Inc. the FCC licensee of FM broadcast station KHEC(FM), Crescent City, California, (hereafter the "Seller") and Southern Oregon University, a State of Oregon public university, the FCC licensee of FM translator station K216FE, Crescent City, California (hereafter "Buyer"), on this 17<sup>th</sup> day of July 2015, 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 from the Federal Communications Commission ("FCC") for an FM broadcast station at Crescent City, California, that has been issued the FCC call letters KHEC and the facility ID number 176094 (hereafter the "Station") as well as a construction permit to modify the license for the Station; and

WHEREAS, Buyer holds a license from the Federal Communications Commission ("FCC") for an FM Translator broadcast station at Crescent City, California, that has been issued the FCC call letters K216FE and the facility ID number 62069 (hereafter the "Translator Station"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller the Station, and associated licenses, the construction permit and its assets; and

WHEREAS, Buyer desires to sell to Seller, and Seller desires to acquire from Buyer the Translator Station, and associated licenses and its assets; and

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

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 Station license and construction permit (as shown in Exhibit A hereto) and all of the Station assets (as shown in Exhibit B hereto). Buyer agrees to convey to the Seller all of its right, title and interest in the Translator Station license (as shown in Exhibit C hereto) and all of the Translator Station assets (as shown in Exhibit D hereto).

II. **PURCHASE PRICE AND TERMS.** The Buyer will pay the total sum of TEN THOUSAND DOLLARS (\$10,000.00) and convey the Translator Station license and assets to the Seller for the acquisition of the Station. The Purchase Price and the conveyance of the Translator Station license and assets will be paid/conveyed by the Buyer in the form acceptable to the Seller at the Closing.

III. THE FCC APPLICATION. Within five (5) business days following the execution hereof 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 from the Seller to the Buyer and an assignment application seeking consent for the proposed transfer of the Translator Station and assets to the Seller (the joint applications known as the "Assignment Applications"). The Parties agree to cooperate in supplying the FCC with all information it may require in connection with the FCC Assignment Applications, which shall be filed by the Seller's counsel.

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 or consummation of the transaction contemplated herein;
- b) Seller holds clear title to the Station license and assets to be conveyed hereunder;
- c) The FCC Station licenses are in full force and effect subject to the terms contained therein and may be assigned to Buyer without any adverse conditions assuming all those terms are met by the Buyer; provided that the Buyer understands the Station is presently off the air and must be returned to operation prior to the date August 7, 2015, or the license will expire under the rules and regulations of the Federal Communications Commission, Washington, D.C. and this Agreement will automatically terminate; and
- d) 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; and
- b) Buyer knows of no reason that the transaction contemplated herein may not be consummated.

VI. CLOSING. The closing on the sale shall take place at a mutually-agreeable time and location five (5) days after the FCC has approved the Assignment Applications for the Station and Translator Station without any conditions adverse to Buyer and those actions have both become a final order under the rules and regulations of the FCC; provided, however, that the Buyer has the right to close the transaction prior to a final order being in effect, in its sole discretion.



VII. DAMAGES. In the event Buyer shall breach its obligation to purchase the Permit under this Agreement, Seller shall receive damages in the amount of the \$5,000.00 and the right to seek specific performance under this Agreement due to the unique nature of the asset to be acquired. In the event the Seller shall breach its obligation to sell the Station construction permit, Buyer shall receive damages in the amount of the \$5,000.00 and have the right to seek specific performance under this Agreement due to the unique nature of the asset to be acquired.

VIII. ASSUMPTION OF LIABILITIES. Neither the Buyer or the Seller shall assume, or be responsible for, any of the liabilities or obligations of the other party.

IX. EXCLUSIVE DEALINGS. The Seller agrees that for as long as this Agreement is in effect it will not discuss or otherwise attempt to negotiate the sale of the Station with any other person or party. The Buyer agrees that for as long as this Agreement is in effect it will not discuss or otherwise attempt to negotiate the sale of the Translator Station with any other person or party.

X. TERMINATION. This Agreement may be terminated by the Seller, in its sole discretion, if the entire transaction contemplated herein has not been closed as of twelve (12) months from the filing date of the Assignment Applications due to facts and circumstances beyond the control of the Seller. This Agreement may be terminated by the Buyer, in its sole discretion, if the transactions contemplated herein has not been closed as of twelve (12) months from the filing date of the Assignment Applications due to facts and circumstances beyond the control of the Buyer.

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 licenses and the construction permit in a form acceptable to the Buyer; and
- b) A Bill of Sale for the Station assets in a form acceptable to the Buyer; and
- c) Such other instruments as Buyer may reasonably request.

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

- a) The payment of the \$10,000.00 under the Purchase Price.
- b) A Bill of Sale for the Translator Station license in a form acceptable to the Buyer; and
- c) A Bill of Sale for the Translator Station assets in a form acceptable to the Buyer; and
- d) Such other instruments as Seller may reasonably request.

XII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

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

XIII. 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 Seller: Mr. Hector Manzo  
President  
The Ondas de Vida Network, Inc.  
P.O. Box 94  
Victorville CA 92393

and Jeffrey D. Southmayd  
Southmayd & Miller  
4 Ocean Ridge Boulevard South  
Palm Coast, FL 32137  
386.445.9156

If to Buyer: Craig Morris  
V.P. Finance and Administration  
Southern Oregon University  
1250 Siskiyou Blvd.  
Ashland, OR 97520

and Ernest T. Sanchez, Esquire  
The Sanchez Law Firm  
1155 F Street, N.W. Suite 1050  
Washington, D.C. 20004

XIV. FCC APPLICATIONS. The Seller agrees to file such applications to modify the Station's license as the Buyer shall desire to file with the FCC subsequent to the execution date hereof and while the assignment application for the Station construction permit is pending before the FCC. Buyer shall pay all expenses applicable to the filing of such applications. The Closing hereunder shall not, however, be contingent or conditioned upon FCC approval of any such applications. The Buyer agrees to file such applications to modify the Translator Station's license as the Buyer shall desire to file with the FCC subsequent to the execution date hereof and while the assignment application for the Translator Station license is pending before the FCC. Seller shall pay all expenses applicable to the filing of such applications. The Closing hereunder shall not, however, be contingent or conditioned upon FCC approval of any such applications.

XV. BROKER. The Parties stipulate and agree no one is entitled to the payment of a brokerage fee in connection with the transaction.

XVI. GOVERNING LAW. The laws of the United States of America and the State of Oregon will govern the interpretation of this Agreement.

XVII. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

BUYER: Southern Oregon University, a  
State of Oregon public university

Elmer 7/24/15

V.P. Finance and Administration

ATTEST

Ireasa Sprague

SELLER: The Ondas de Vida Network, Inc.

ATTEST

By:

JOSE MANUEL SUANZO  
President

[Signature]



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

ONDAS DE VIDA NETWORK, INC.  
P.O. BOX 401136  
HESPERIA CA 92340

Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

Grant Date: May 10, 2011

This license expires 3:00 a.m.  
local time, December 01, 2013.

Facility Id: 176094

Call Sign: KHEC

License File Number: BLED-20110418ACC

This license covers permit no.: BMPED-20100813BHO

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: KHEC

License No.: BLEED-20110418ACC

Name of Licensee: ONDAS DE VIDA NETWORK, INC.

Station Location: CA-CRESCENT CITY

Frequency (MHz): 91.1

Channel: 216

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: .280 kW

Antenna type: Non-Directional

Description: SHV 6812B

Antenna Coordinates: North Latitude: 41 deg 48 min 11 sec

West Longitude: 124 deg 04 min 09 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	.125	.125
Height of radiation center above ground (Meters):	40	40
Height of radiation center above mean sea level (Meters):	324	324
Height of radiation center above average terrain (Meters):	54	54

Antenna structure registration number: 1245696

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Ondas de Vida Network, Inc. requests waiver of 47. C.F.R. Section 73.1125 to operate the proposed facility as "satellite" of co-owned noncommercial educational FM station KODV(FM), Barstow, CA (Facility ID No.: 122214). Based upon the specific representations contained therein, the waiver request IS GRANTED. Applicant shall abide by each representation proffered in the waiver request.

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

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BRED-20130628AHX,  
WAS GRANTED ON 11/22/2013 FOR A TERM  
EXPIRING ON 12/01/2021.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION KHEC.

FACILITY ID: 176094

LOCATION: CRESCENT CITY, CA

THIS CARD MUST BE POSTED WITH THE STATION'S  
LICENSE CERTIFICATE AND ANY SUBSEQUENT  
MODIFICATIONS.

ONDAS DE VIDA NETWORK, INC.  
P.O. BOX 401136  
HESPERIA, CA 92340





United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

ONDAS DE VIDA NETWORK, INC.  
P.O. BOX 401136  
HESPERIA CA 92340

Rodolfo F. Bonacci  
Assistant Chief  
Audio Division  
Media Bureau

Facility ID: 176094

Call Sign: KHEC

Permit File Number: BPED-20150629AAJ

Grant Date: July 02, 2015

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: ONDAS DE VIDA NETWORK, INC.

Station Location: CA-CRESCENT CITY

Frequency (MHz): 91.1

Channel: 216

Class: A

Hours of Operation: Unlimited

Callsign: KHEC

Permit No.: BPED-20150629AAJ

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 41 deg 45 min 26 sec

West Longitude: 124 deg 12 min 02 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	.125	.125
Height of radiation center above ground (Meters):	27	27
Height of radiation center above mean sea level (Meters):	17	17
Height of radiation center above average terrain (Meters):	54	54

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 45 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

2 \*\*\*NOTE TO PERMITTEE\*\*\*

Notwithstanding the grant of this construction permit or the expiration date specified herein, your station's license will automatically expire as a matter of law on August 6, 2015 if the station has not resumed broadcasting before that time. See Pub. Law No. 104-104, 110 Stat. 56, Section 403(1) (1996) and Order, Silent Station Authorizations, FCC 96-218 (released May 17, 1996). See also Public Notice, Expedited Processing of Applications Filed By Silent Stations, DA 96-818 (May 22, 1996). Upon resumption of broadcasting, the licensee must notify the Commission. This notice will be in addition to an application for a license to cover this permit.

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

## **Exhibit B**

1 - Shively Antenna Model 6812B

1 - Crown 30-watt Transmitter



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST TRANSLATOR/BOOSTER**  
**STATION LICENSE**

Authorizing Official:

Official Mailing Address:

OREGON ST BOARD OF HIGHER ED FOR THE UNIV OF  
1292 UNIVERSITY OREGON  
EUGENE OR 97403

Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

Facility Id: 62069

Call Sign: K216FE

License File Number: BLFT-20030915AGM

Grant Date: October 30, 2003

This license expires 3:00 a.m.  
local time, December 01, 2005.

This License Covers Permit No.: BPFT-20000204ABQ

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: K216FE

License No.: BLFT-20030915AGM

Name of Licensee: OREGON ST BOARD OF HIGHER ED FOR THE UNIV OF OREGON

Principal community to be served: CA-CRESCENT CITY, ETC.

Primary Station: KSOR (FM) , Channel 211, ASHLAND, OR

Via: K206AE

Frequency (MHz): 91.1

Channel: 216

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 41deg 45min 26 sec

West Longitude: 124deg 12min 02 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.01 kW

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

Description: SCA HDCA-5 & HDCA-10

Major lobe directions 10 90 160  
(degrees true):

Horizontally Polarized Antenna:	Vertically Polarized Antenna:
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Effective radiated power in the Horizontal Plane (kw): 0.162

Height of radiation center above ground (Meters): 14.3

Height of radiation center above mean sea level (Meters): 27.7

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 15.2 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Callsign: K216FE

License No.: BLFT-20030915AGM

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

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

## **Exhibit D**

- 1 - TTC 20-watt FM Translator
- 4 - Scala HDCA10 Yagi Antennas
- 2 - Scala HDCA5 Yagi Antennas