

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “*Agreement*”), is made July 7, 2017, by and between **Riviera Broadcasting, LLC**, a Delaware limited liability company (“*Seller*”), and **Farmworker Educational Radio Network, Inc.**, a California corporation (“*Buyer*”).

### RECITALS:

**A.** Seller is the holder of a license issued by the Federal Communications Commission (“*FCC*” or “*Commission*”) for FM translator station K270BZ, Phoenix, Arizona (Facility ID Number: 152717) (the “*Station*”):

**B.** Seller desires to sell Station and related assets to Buyer, under the terms and conditions stated herein;

**C.** Buyer desires to purchase Station and related assets, under the terms and conditions stated herein; and

**D.** consummation of this Agreement is subject to the prior approval of the FCC.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

### ARTICLE 1: PURCHASE OF ASSETS

1.1. **Assets.** On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller all right, title and interest of Seller in and to the following assets: (a) all authorizations issued to Seller by the FCC with respect to the Station and listed on **Schedule 1.1(a)** (the “*FCC Authorizations*”), including any modifications thereof between the date hereof and Closing; (b) all leasehold interests for the Station’s transmitter site as identified on **Schedule 1.1(b)** (the “*Leases*”); (c) all towers owned by Seller, transmitters, antennas, equipment, spare parts, fixtures and supplies located at the Station’s transmitter site as identified on **Schedule 1.1(c)** (the “*Equipment*”), including any modifications replacements, improvements and additional items made or acquired between the date hereof and Closing; and (d) all goodwill and rights to which Seller has in the frequency and call letters of the Station (the “*Intangibles*”). The FCC Authorizations, the Leases, the Equipment, and the Intangibles hereafter are collectively referred to as the “*Assets*.” The Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances (“*Liens*”), except Liens for taxes not yet due and payable (the “*Permitted Liens*”).

1.2. **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Assets shall not include Seller’s cash; cash equivalents; insurance policies; all deposits and prepaid expenses; any and all claims of Seller with respect to transactions occurring prior to

Closing; any trademarks, service marks, trade dress or logos of Seller that are not used exclusively for the Station, and any goodwill associated therewith; any assets used or held for use in whole or in part by other stations owned or controlled by Seller or its affiliates, and any other assets identified on **Schedule 1.2** (collectively, the “*Excluded Assets*”).

1.3. **Purchase Price.** The purchase price for the Assets shall be One Million One Hundred Thousand Dollars (\$1,100,000) (the “*Purchase Price*”). Concurrently with the execution and delivery of this Agreement, Buyer shall deliver to Seller One Hundred and Ten Thousand Dollars (\$110,000) (the “*Earnest Deposit*”). In the event Buyer fails to consummate the purchase of the Station, then the Earnest Deposit shall be retained by Seller; *provided, however*, that if Seller fails to consummate the sale of the Station to Buyer or if the FCC does not approve the assignment of the Station’s license to Buyer for any reason other than Buyer’s malfeasance, then the Earnest Deposit shall be returned, paid and delivered to Buyer. At the Closing, the Earnest Deposit shall be credited to the Purchase Price, and Buyer shall pay to Seller the balance of Nine Hundred Ninety Thousand Dollars (\$990,000), reflecting the balance of the Purchase Price, in cash, by federal wire transfer of immediately available funds, pursuant to wire instructions that Seller shall deliver to Buyer at least two (2) business days prior to the Closing Date.

1.4. **Closing.** The consummation of the sale and purchase of the Assets provided for in this Agreement (the “*Closing*”) shall take place no later than five (5) business days after the FCC Consent (as hereafter defined) shall have become a Final Order (as hereinafter defined) and the other conditions to closing set forth in **Sections 3 and 4**, below, have either been waived or satisfied. The date on which the Closing is to occur is referred to herein as the “*Closing Date*.” The Closing shall be held by mail, facsimile or electronic mail, with all documents that are to be delivered by Buyer and Seller at the Closing to be delivered to the other party’s respective counsel prior to such time, and held in escrow by such counsel until the Closing is fully consummated.

1.5. **FCC Matters.**

1.5.1. **Assignment Application.** Within five (5) business days following execution of this Agreement by Buyer and Seller, Buyer and Seller shall file an application with the FCC (the “*FCC Assignment Application*”) requesting FCC consent to the assignment of the FCC Authorizations to Buyer. FCC consent to the FCC Assignment Application without any material adverse conditions other than those of general applicability is referred to herein as the “*FCC Consent*”, and the term “*Final Order*” 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. Buyer and Seller shall diligently prosecute the FCC Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as reasonably possible.

1.5.2. **Cooperation.** Buyer and Seller shall notify each other of all documents

filed with or received from any governmental agency with respect to this Agreement or the transaction contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

## **ARTICLE 2: REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1 *Mutual Representations and Warranties.*** Buyer and Seller each represents, warrants and covenants that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; (b) this Agreement has been duly and validly executed and delivered by the parties and constitutes the legal, valid and binding obligation of each party enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity; and (c) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of or conflict with the terms of either party's organizational documents or any other agreements or obligations to which it is a party or by which it is bound; provided that any Lease assigned hereunder may require the consent of the lessor thereunder, which consent the parties shall cooperate to obtain.

**2.2 *Seller's Representations and Warranties.*** Seller hereby warrants and covenants that, except as otherwise disclosed to Buyer on Schedule 2.2: (a) the FCC Authorizations are in full force and effect, and constitute valid authorizations from the FCC to operate the Station, that there are no outstanding unsatisfied FCC citations or cease and desist orders against Station or Seller, and that any such FCC citations or orders subsequently issued shall be satisfied prior to Closing; (b) to Seller's Best Knowledge (as defined below), there is no ongoing investigation of Seller or the Station by the FCC or by any other federal or state governmental agency or of any conditions at the Station which are in violation of any FCC rule or policy or other applicable law; (c) to Seller's Best Knowledge, there is no litigation, proceeding, or investigation whatsoever, pending or threatened, against or relating to Seller, its business or the assets to be transferred hereunder and that Seller knows of no reason why the FCC would not find it qualified to assign its license; (d) as of the Closing Date there shall be no interference complaints against the Station pending at the FCC and, to Seller's Best Knowledge, there shall no yet-to-be filed but threatened interference complaint against the Station; (e) Seller has, or will have as of the Closing Date, good and marketable title to all Assets being sold hereunder;; (f) Seller will deliver the Assets at Closing free and clear of all Liens except Permitted Liens; (g) to Seller's Best Knowledge, Seller has filed all forms and reports with the FCC which are required to be filed with respect to the Station; (h) to Seller's Best Knowledge, Seller has filed all federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Station's maintenance or business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable; and (i) Seller is in good standing and has whatever authority is required to conduct business in the State of Arizona.

2.2.1. The term "*Best Knowledge*," shall mean that the party professing Best Knowledge has conducted a diligent inquiry among and between employees, principals and

agents, and conducted a general review of its own files and records, and the files and records of its agents pertaining to the party professing Best Knowledge and relating to the subject matter to which Best Knowledge is asserted.

**2.3 Buyer's Representations and Warranties.** Buyer hereby warrants and covenants that, except as otherwise disclosed to Seller: (a) Buyer is legally, technically and financially qualified to acquire the FCC Authorizations and own and operate the Station; (b) Buyer knows of no reason why the FCC would not grant its consent to the assignment of the FCC Authorizations to Buyer; (c) Buyer is otherwise qualified to complete the transactions contemplated by this Agreement, including without limitation, able to pay the Purchase Price; and (d) Buyer is, or on the Closing Date shall be, in good standing and has, or on the Closing Date shall have, whatever authority is required to conduct business in the State of Arizona.

**2.4 Brokers.** Except for Kalil & Co., Inc., whose fee will be paid by Buyer, Buyer and Seller each represent and warrant to the other that there is no other broker, finder or other person who would have any valid claim against it for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Buyer or Seller.

**2.5 Seller's Covenant.** Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall not materially adversely modify, and in all material respects shall maintain in full force and effect, the FCC Authorizations. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller is contemplating certain minor changes to the Station, including relocating the Station to a different position on its existing tower, and agrees that such modifications are not prohibited by this Section 2.5.

**2.6 No Misrepresentation.** No representation or warranty made by Seller to Buyer in this Agreement and no certificate or statement furnished by or on behalf of Seller to Buyer in connection with the transaction contemplated by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

**2.7 Exclusivity.** The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Assets.

### **ARTICLE 3: SELLER CLOSING CONDITIONS**

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

**3.1. Representations and Covenants.** The representations and warranties of Buyer made 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, except for changes permitted or contemplated by the terms of this Agreement. Buyer shall have performed and complied with in all material respects with all of the agreements, obligations and covenants

required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date.

3.2. ***Proceedings.*** Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

3.3. ***FCC Consent.*** The FCC Consent pursuant to the FCC's initial order shall have been obtained.

3.4. ***Deliveries.*** Buyer shall have complied with its obligations set forth in **Section 5.2.**

#### **ARTICLE 4: BUYER CLOSING CONDITIONS**

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

4.1. ***Representations and Covenants.*** The representations and warranties of Seller made 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, except for changes permitted or contemplated by the terms of this Agreement. Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date.

4.2. ***Proceedings.*** Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

4.3. ***FCC Consent.*** The FCC Consent shall have been obtained by Final Order; *provided* that Buyer, in its sole discretion, may agree to proceed to Closing following the FCC's initial order granting the FCC Consent.

4.4. ***Interference Complaints.*** There shall be no interference complaints against the Station pending at the FCC.

4.5. ***Deliveries.*** Seller shall have complied with its obligations set forth in **Section 5.1.**

#### **ARTICLE 5: CLOSING DELIVERIES**

5.1. ***Seller Documents.*** At Closing, Seller shall deliver or cause to be delivered to Buyer: (a) a Bill of Sale covering the Equipment and Intangibles conveyed; (b) an Assignment and Assumption of FCC Authorizations assigning the FCC Authorizations from Seller to Buyer; (c) an Assignment and Assumption of Leases assigning any Leases from Seller to Buyer; and

(d) a certificate of Seller certifying that Seller's representations and warranties are true and complete as of the Closing Date, and that Seller has performed all of its covenants and obligations hereunder in all material respects as enumerated in **Sections 2.1, 2.2 and 2.5**.

5.2. **Buyer Documents.** At Closing, Buyer shall deliver or cause to be delivered to Seller (a) the Purchase Price in accordance with **Section 1.3**; (b) an Assignment and Assumption of FCC Authorizations accepting the assignment of the FCC Authorizations; (c) an Assignment and Assumption of Leases assuming Seller's obligations under any Leases; and (d) a certificate of Buyer certifying that Buyer's representations and warranties are true and complete as of the Closing Date, and that Buyer has performed all of its covenants and obligations hereunder in all material respects as enumerated in Sections 2.1 and 2.3.

## **ARTICLE 6: SURVIVAL AND INDEMNIFICATION**

6.1 **Survival.** The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) full calendar months from the Closing Date whereupon they shall expire and be of no further force or effect, except that, if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed, except that the rights and obligations under **Section 8.5** shall survive without expiration.

### **6.2 Indemnification.**

6.2.1. From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer relating to, arising out of or resulting from:

6.2.1.1. any breach by Seller of any of its representations or warranties under this Agreement or the failure by Seller to perform any of its covenants or agreements set forth in this Agreement;

6.2.1.2. any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the business, maintenance or operation of the Station prior to Closing (including any third party claim arising from such operations).

6.2.2. From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller relating to, arising out of or resulting from:

6.2.2.1. any breach by Buyer of any of its representations or warranties under this Agreement or the failure by Buyer to perform any of its covenants or agreements set forth in this Agreement;

6.2.2.2. any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the business or operation of the Station after Closing (including

any third party claim arising from such operations).

6.2.3. Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under **Section 6.2.1** until Buyer's Damages are in excess of Ten Thousand Dollars (\$10,000) in the aggregate (the "*Threshold*"); *provided, however*, that once Buyer's Damages exceed the Threshold, Buyer shall be entitled to first dollar coverage; (ii) Buyer shall have no liability to Seller under **Section 6.2.2** until Seller's Damages are in excess of Ten Thousand Dollars (\$10,000.00) in the aggregate; *provided, however*, that once Seller's Damages exceed the Threshold, Seller shall be entitled to first dollar coverage; and (iii) the aggregate liability of either party with respect to any Damages shall not exceed the Purchase Price.

### 6.3 *Procedures.*

6.3.1. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "*Claim*"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

6.3.2. The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's reasonable and necessary cost.

6.3.3. Notwithstanding anything herein to the contrary:

6.3.3.1. the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

6.3.3.2. the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim.

## ARTICLE 7: TERMINATION AND REMEDIES

7.1 *Termination.* This Agreement may be terminated prior to Closing as follows:

7.1.1. By mutual written consent of Buyer and Seller;

7.1.2. By written notice of Buyer to Seller if Seller does not perform the

obligations to be performed by it under this Agreement on the Closing Date, or Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

7.1.3. by written notice of Seller to Buyer if Buyer does not perform the obligations to be performed by it under this Agreement on the Closing Date, or Buyer otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below); *provided, however*, no cure shall be applicable for Buyer's, inability or unwillingness to timely tender or cause the timely tender the Earnest Deposit or to timely tender the Purchase Price at Closing;

7.1.4. by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies or dismisses the FCC Application and such denial or dismissal shall have become a Final Order and the party providing notice is not materially responsible for the denial or dismissal of the FCC Application;

7.1.5. by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date that is one (1) calendar year after the date of this Agreement and the party providing notice is not materially responsible for the delay in Closing; or

7.1.6. By written notice of Buyer to Seller, or by Seller to Buyer, if there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by the party providing notice that would prevent or make unlawful the Closing.

7.1.6.1. The term "*Cure Period*" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) business days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

## **7.2 *Specific Performance and Monetary Damages.***

7.2.1 In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, Buyer shall be entitled to elect either to sue for actual monetary damages or, in lieu of damages, to obtain an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Buyer and Seller further agree that if Buyer refuses to perform under the provisions of this Agreement or Buyer otherwise breaches any representation, warranty, covenant or agreement under this Agreement so

that Closing has not occurred, Seller's sole and exclusive remedy shall be the right to claim and keep the Earnest Deposit and any accrued interest specified in Section 1.3. The parties acknowledge and agree that the liquidated damages provided in this Section bear a reasonable relationship to the anticipated harm that would be caused by Buyer's breach and failure to close under the terms of this Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable and difficult of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder. Seller and Buyer hereby expressly acknowledge that this Section shall survive the termination of this Agreement.

7.2.2 In no event will either party be liable to the other for special, consequential, indirect or punitive damages.

## **ARTICLE 8: MISCELLANEOUS**

8.1. **Expenses.** Except as otherwise provided in this Agreement, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

8.2. **Further Assurances.** After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

8.3. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto; *provided, however*, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, *provided* that (i) any such assignment does not delay processing of the FCC Assignment Application, grant of the FCC Consent or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

8.4. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

Riviera Broadcasting, LLC  
Attn: Michael A. Cutchall  
4745 N. 7th Street, Suite 410.  
Phoenix, AZ 85014  
Email: michael@cutchall.net

with a copy (which shall  
not constitute notice) to:

Dawn M. Sciarrino, Esq.  
Sciarrino & Shubert, PLLC  
4601 N. Fairfax Drive, Suite 1200  
Arlington, VA 22203  
Email: [dawn@sciarrinolaw.com](mailto:dawn@sciarrinolaw.com)

if to Buyer:

Farmworker Educational Radio Network, Inc.  
29700 Woodford Tehachapi Road  
P. O. Box 62  
Keene, CA 93531  
Attention: Bill Barquin  
Telephone: 602-269-3121  
Facsimile: 602-269-3020  
Email: [billbarquin@chavezfoundation.org](mailto:billbarquin@chavezfoundation.org)

with a copy (which shall  
not constitute notice) to:

Garvey Schubert Barer  
1000 Potomac Street, NW, Suite 200  
Washington, DC 20007-3501  
Attention: Brad C. Deutsch  
Telephone: 202-298-1793  
Facsimile: 202-965-1729  
Email: [bdeutsch@gsblaw.com](mailto:bdeutsch@gsblaw.com)

8.5 **Confidentiality.** Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement. This **Section 8.5** shall survive the termination of this Agreement for any reason.

8.6 **Announcements.** Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement.

8.7 **Amendments.** No amendment or waiver of compliance with any provision 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 such amendment, waiver, or consent is sought.

8.8 **Entire Agreement.** This Agreement (including the Schedules hereto) constitutes

the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

8.9 ***Severability.*** If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

8.10 ***No Beneficiaries.*** Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

8.11 ***Governing Law.*** The construction and performance of this Agreement shall be governed by the laws of the State of Arizona without giving effect to the choice of law provisions thereof.

8.12 ***Counterparts.*** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. This Agreement may be executed and exchanged by facsimile transmission or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. No party hereto to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

8.13 ***Neutral Construction.*** This Agreement was negotiated fairly between the parties at arms' length and the terms hereof are the product of the parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by the parties, and the provisions of this Agreement shall not be construed against a party on the grounds that such party drafted or was more responsible for drafting such provisions.

8.14 ***Attorney's Fees.*** In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

8.15 ***Transfer Fees and Taxes.*** Buyer and Seller shall equally share any and all bulk transfer fees (if any are applicable), transfer taxes, sales taxes or other taxes, and the FCC assignment application filing fee associated with Buyer's purchase of the Assets.

8.16        **Headings.** The headings of the paragraphs and articles of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the parties, the scope of this Agreement or the intent of any paragraph hereof.

8.17        **Section 73.1150 Statement.** Both the Seller and the Buyer agree that Seller has (i) retained no rights of reversion of the FCC Authorization for the Station, (ii) no right to the reassignment of the FCC Authorization for the Station in the future, and (iii) not reserved the right to use the facilities of the Station in the future for any reason whatsoever.

8.18        **Waiver.** Unless otherwise specifically agreed by the parties in writing to the contrary, (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such Party of any preceding or subsequent default; (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder; and (iv) no waiver shall be effective against any party unless it is in writing signed by that party.

8.19        **Schedules and Exhibits.** All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if full set forth herein.

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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be duly executed as of the date first written above.

"Seller"

**RIVIERA BROADCASTING, LLC,**  
a Delaware Limited Liability Company

By: 

Its: CEO

"Buyer"

**FARMWORKER EDUCATIONAL  
RADIO NETWORK, INC.,**  
a California corporation

By: 

Its: Secretary