

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 15th day of May, 2014, by and between World Radio Network, a Texas Not-for-Profit Corporation ("Seller") and Penfold Communications, Inc., a California Not for Profit Corporation ("Buyer").

Background

WHEREAS, Seller holds Construction Permits (the "Permits") to construct the following new FM Translator Stations:

a. Station K239CE, Borrego Springs, CA (Facility ID: 140884; File No. BNPFT-20130827AAO);

b. Station K280FO, Coachella, CA (Facility ID No. 141074; File No. BNPFT-20030827AKM);

c. Station K226BT Indio, CA (Facility ID No. 140886; File No. (BNPFT-20130328AIX);
and

WHEREAS, subject to the consent of the Federal Communications Commission ("FCC") and the terms and conditions set forth herein, Seller wishes to sell to Buyer the Permits, and Buyer wishes to receive the Permits from Seller.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations and covenants contained herein, the parties, intending to be bound legally, subject to the terms and conditions set forth herein agree as follows:

1. Assignment and Sale of Permits.

a. Subject to the terms and conditions set forth in this Agreement, Seller agrees to convey, transfer and assign to Buyer at the Closing (as defined in Section 3) (i) all of Seller's right, title and interest in and to the Permits (copies of which are annexed hereto in Schedule 1), and (ii) any and all engineering documentation relating to the Permits owned by Seller.

b. At Closing, Buyer shall pay Seller the sum of TEN THOUSAND DOLLARS (\$10,000.00) (the "Purchase Price") by bank cashier's check or electronic wire transfer.

2. FCC Consent. Within seven (7) business days (not including any day the FCC is not open for business) of the execution of this Agreement, the parties shall file an application (the "Assignment Application") for FCC consent to the assignment of the Permits (the "FCC Consent"). Each party shall be responsible for its own costs relating to the preparation of the Assignment Application. Buyer and Seller agree to proceed expeditiously and with due diligence to use their best efforts to cooperate with each other in seeking the FCC's approval of the transaction contemplated herewith.

3. Closing. Within ten (10) business days after the FCC Consent in an FCC public notice has become a Final Order, the parties shall consummate the transaction contemplated by

this Agreement at a closing (the "Closing"). At the Closing, Seller shall deliver to Buyer an Assignment of Permits and any other documents of conveyance reasonably requested by Buyer and necessary to consummate the transaction contemplated by this Agreement. Buyer may elect to consummate this transaction prior to a Final Order and Seller shall cooperate with Buyer if the Closing is accelerated.

4. **Pre-Closing Covenants.** Should Buyer wish to modify the Permits prior to Closing, Seller will cooperate in the filing of such applications and provide written permission to Buyer for filing with the FCC, as necessary; however, Buyer shall be responsible for the payment of all legal, filing fees and engineering costs associated with such filings. The parties will cooperate fully with each other in fulfilling their respective obligations under this Agreement, including using their respective reasonable best efforts to obtain the required FCC Consent.

5. **Conditions Precedent to Closing.** The parties acknowledge and agree that the FCC Consent to the assignment of the Permits from Seller to Buyer is a condition precedent to the Closing.

6. **Representations and Warranties.** Each party hereto expressly represents and warrants that it has the full power and authority to enter into and execute this Agreement. Subject only to the FCC Consent, there is no constraint upon either party's legal ability to perform its responsibilities hereunder. Seller represents and warrants to Buyer that at Closing the Permits shall have been validly issued by the FCC, that it is in full force and effect, that it constitutes all of the authorizations issued by the FCC in connection with the Station and that it is not subject to any restriction or condition that would limit the operation of the Station, other than such restrictions or conditions to which similar facilities are routinely subject or that are set forth in the Permits. Seller further warrants that the Permits shall not be encumbered in any way and shall be free and clear of all claims.

7. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

a. by mutual written consent of Buyer and Seller at anytime or by either Buyer or Seller if Closing has not occurred within twelve (12) months; or

b. by written notice from a party that is not then in material breach of this Agreement if the other party has failed to cure its material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) days after receipt of written notice of such breach from the party not in material breach; or

c. by written notice of a party to the other party, if the Closing shall not have occurred by the first anniversary from the filing of the Assignment Application, provided, however, that if the Closing shall not have occurred because the FCC Consent shall not have been granted for any reason other than delay solely attributed to the FCC, this Agreement may not be terminated by a party who materially contributed to the delay in the issuance of the FCC Consent.

8. **Effect of Termination.**

a. If this Agreement is terminated by the parties pursuant to Section 7(a) or (c), then neither party shall have any further liability to the other, and this Agreement shall be deemed null and void and of no further force and effect.

b. If this Agreement is terminated by Seller pursuant to Section 7(b), Seller shall be entitled to payment of FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages. In the event this Agreement is terminated by Buyer pursuant to Section 7(b), Buyer's sole remedy shall be specific performance. Seller acknowledges that assessment of damages would be difficult or impossible to determine and that specific performance is an appropriate remedy.

9. Miscellaneous.

a. Notices. All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by overnight air courier service (charges prepaid), or personal delivery to the appropriate party at the address specified below (or to such other address which a party shall specify to the other party in writing):

If to Seller:

World Radio Network
P.O. Box 3765
McAllen, TX 78502
Attn: Glenn Lafitte, Secretary of the Board
Email: glafitte@inspiracom.org
Tel. No.: (956)787-9788

If to Buyer:

Penfold Communications, Inc.
35200 Cathedral Canyon Drive
Suite G53
Cathedral City, CA 92234
Attn: Jeff Smith, President
Email: jeffs777@gmail.com
Tel. No.: (714) 545-7868

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

b. Assignment and Binding Effect. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Buyer may assign its rights and obligations under this Agreement without the prior consent of Seller to any business entity which owns and controls Buyer, which Buyer owns and controls or which is owned and controlled by the same entity which owns and controls Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

c. Governing Law. Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to the choice of law provisions thereof.

d. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

e. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiation, memoranda and agreements between the parties with respect to the subject matter hereof, and may not be altered, changed, modified or amended except by a written instrument signed by each of the parties hereto.

f. No Waiver. No provision or condition of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

g. Other and Further Documents. The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement.

h. Good Faith. All parties hereto shall act with reasonable diligence, and in good faith, in performing and discharging their respective duties and obligations hereunder.

i. Headings and Cross References. Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context.

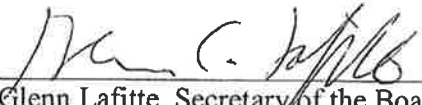
j. Expenses. Except as otherwise provided herein, each party shall be solely responsible for all fees and expenses each party incurs in connection with the transaction contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith.

--SIGNATURE PAGE FOLLOWS--

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

SELLER:

World Radio Network, Inc.

By: 
Glenn Lafitte, Secretary of the Board

BUYER:

Penfold Communications, Inc.

By: _____
Jeff Smith, President

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

SELLER:

World Radio Network, Inc.

By: _____
Glenn Lafitte, Secretary of the Board

BUYER:

Penfold Communications, Inc.

By:  _____
Jeff Smith, President

SCHEDULE 1

FCC Permits

<u>Permits</u>	<u>File Number</u>	<u>Expiration Date</u>
K239CE (fac. 140884)	BNPFT-20130827AAO	April 10, 2017
K280FO (fac. 141074)	BNPFT-20030827AKM	October 22, 2015
K226BT (fac. 140886)	BNPFT-20130328AIX	May 10, 2016