

## **ASSET PURCHASE AGREEMENT**

This Agreement, for the sale and purchase of substantially all the assets used or usable in the operation of Broadcast Stations KLNK, Lufkin, Texas; KTDJ, Beaumont, Texas; KYHT Lake Charles, Louisiana, KZSA, San Angelo, Texas, KVCV, Victoria, Texas and K13ZQ-D Lubbock, Texas (hereinafter, the "Station"), is between C. Dowen Johnson, an individual, and Windsong Communications, Inc. ("Seller"), a Texas Corporation which are now the owner, operator and licensee of the Station, and Ismael Martinez ("Buyer").

In consideration of the mutual promises and covenants made in this Agreement, and in reliance upon the representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

### **ARTICLE 1**

#### **ASSETS TO BE CONVEYED**

At the Closing, Buyer shall purchase from Seller and Seller shall assign, convey, transfer and deliver to Buyer, by good and sufficient instruments, all of the tangible and intangible assets used or usable in or required for the operation of the Station (the "Purchased Assets"), including but not limited to the following:

**KTDJ-LP**                      **Beaumont, Texas**

Station Call Sign: KTDJ-LP  
Station Location: Beaumont Texas  
Martinez to locate to new tower site.

**KYHT-LD**                      **Lake Charles, Louisiana**

Station Call Sign: KYHT-LD  
Station Location: Lake Charles, Louisiana  
Martinez to locate to new tower site.

**K13ZQ-D            Lubbock, Texas**

Station Call Sign: K13ZQ-D  
Station Location: Lubbock, Texas  
Broadcast Tower Site Provider: American Tower  
Broadcast Tower Site Name: KLBK  
Broadcast Tower Site Number: 30483  
Broadcast Tower Site Address: 7403 S. University Ave., Lubbock, Texas  
79423  
Broadcast Tower Site LAT: 33.526056 (NAD83 Degrees)  
Broadcast Tower Site LON: -101.869056 (NAD83 Degrees)

**KLNK-LD            Lufkin, Texas**

Station Call Sign: KLNK-LD  
Station Location: Lufkin, Texas  
Broadcast Tower Site Provider: American Tower  
Broadcast Tower Site Name: Lufkin #4  
Broadcast Tower Site Number: 90310  
Broadcast Tower Site Address: 2400 Block FM 2021, Pollok, Texas 75969  
Broadcast Tower Site LAT: 31.408306 (NAD83 Degrees)  
Broadcast Tower Site LON: -94.764667 (NAD83 Degrees)

**KZSA-LP            San Angelo, Texas**

Station Call Sign: KZSA-LP  
Station Location: San Angelo, Texas  
Broadcast Tower Site Provider: Global Tower Partners  
Broadcast Tower Site Name: San Angelo Downtown  
Broadcast Tower Site Number: TX-5166  
Broadcast Tower Site Address: 615 West 14<sup>th</sup> Street, San Angelo, Texas  
76903  
Broadcast Tower Site LAT: 31.469722 (NAD83 Degrees)  
Broadcast Tower Site LON: -100.451944 (NAD83 Degrees)

**KVCV-LD            Victoria, Texas**

Station Call Sign: KVCV-LD  
Station Location: Victoria, Texas  
Broadcast Tower Site Provider: American Tower  
Broadcast Tower Site Name: Victoria #1B TX  
Broadcast Tower Site Number: 36392  
Broadcast Tower Site Address: 5570 Hansleman Road, Victoria, Texas  
77905  
Broadcast Tower Site LAT: 28.79 (NAD83 Degrees)  
Broadcast Tower Site LON: -96.939278 (NAD83 Degrees)

A complete inventory of tangible and intangible assets assigned, conveyed, transferred and delivered to Buyer at closing are set forth in the attached **Exhibit A**, which is incorporated herein by reference for all purposes.

Martinez will be financially responsible for all equipment, fees and leases that are needed for such appropriate FCC licenses transfers and will move to tower sites not occupied by WCI where necessary (Beaumont, Texas; and Lake Charles, Louisiana). **Exhibit B**, attached hereto and incorporated by reference for all purposes, sets forth a complete list of list of all current leases and contracts to be assumed by Martinez. Martinez will make all decisions as to the necessary equipment to be installed, the people who will install such equipment, and will pay for all such necessary equipment and expenses at all of the assigned and transferred FCC licenses' and/or construction permits' designated singular operational tower sites.

## **ARTICLE 2**

### **PURCHASE PRICE FOR ASSETS**

The purchase price to be paid by Buyer to Seller shall be ONE DOLLAR (1.00) to be paid by Buyer to Seller in cash or by certified check at closing. When Buyer notifies Seller that Buyer is prepared to deliver the Purchase Price, Seller and Buyer will jointly complete and file an FCC Form 314 application seeking permission to assign the Station from Seller to Buyer. Buyer shall pay the filing fee for this application and Seller shall file the application.

### ARTICLE 3

#### **FCC CONSENT**

The consummation of this Agreement is subject to the prior receipt of consent of the Federal Communications Commission ("FCC"). As expeditiously as possible, Buyer and Seller will join in the preparation of an application for consent to assignment of the Station's FCC Licenses as contemplated herein (the "Application") and will, in any event, file the Application within fifteen (15) business days following the execution hereof. The parties will take or cooperate in taking all reasonable steps that are necessary and proper to the expeditious and diligent prosecution of the Application to a favorable conclusion.

### ARTICLE 4

#### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as follows:

**Licenses and Authorizations** Seller is, and on the Closing Date will be, the holder of the Licenses relating to the Station, all of which are in full force and effect (and none of which shall be altered or modified between the date hereof and the Closing Date). The Licenses constitute all licenses, permits and authorizations from the FCC and other regulatory bodies which are required for the operation of the Station and the conduct of its business as conducted on the date hereof. There is not now, and on the Closing Date there will not be, pending, or to the knowledge of Seller threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew in the ordinary course any of the Licenses, or any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability for Forfeiture, Order of Forfeiture, or Complaint against the Station or

Station's or Seller's employees after the execution and delivery hereof and Buyer is not so obligated.

**No Excess Radiation** None of the Purchased Assets emit radiation level in excess of applicable standards.

**Environmental** No hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law has been generated, stored, transported or released by Seller, or, to Seller's knowledge, by any other party, on, in, from or to any real property leased by Seller upon which any Purchased Assets have at any time been situated. Seller has complied in all material respects with all environmental, health and safety laws applicable to the Purchased Assets. Seller has not received in respect of the Purchased Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Seller nor the Purchased Assets are subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety.

## ARTICLE 5

### **REPRESENTATIONS and WARRANTIES OF BUYER**

Buyer represents, warrants and covenants to Seller as follows:

On the Closing Date, Buyer requests that Seller use FRN: 0017174269, registered to I. Martinez.

## ARTICLE 6

### **CONDITIONS OF CLOSING BY BUYER**

The obligations of Buyer hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

**6.1 FCC Consent.** The FCC shall have granted its consent to the transaction contemplated hereunder by granting the Application without imposing any conditions on grant which are materially adverse to Buyer or the Station, and such grant shall have become a Final Order.

**6.2 Representations and Warranties.** Seller's representations and warranties shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made at and as of such time.

**6.3 Compliance With Terms.** Seller shall have performed and complied with terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before the Closing Date.

**6.4 FCC Licenses.** At the Closing, the FCC Licenses shall be assigned and transferred to Buyer, shall be valid and existing authorizations in every respect for the purposes of operating the Station, issued by the FCC under the Communications Act of 1934, as amended, for the full license term ending 06/01/2021 for the Louisiana station, and ending 08/01/2014 for the Texas licenses, and shall contain no material adverse modifications of the terms of such Licenses from the terms as in effect as of the date of execution hereof.

## ARTICLE 7

### CONDITIONS OF CLOSING OF SELLER

The obligations of Seller hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

7.1 FCC Consent. The FCC shall have granted its consent to the transaction completed hereunder by granting the Application without imposing any conditions on grant which are materially adverse to Buyer or the Station and such grant shall have become a Final Order.

7.2 Representations and Warranties. Buyer's representations and warranties shall be true and correct on and as of the Closing Date as though such representations and warranties were made at and as of such time.

7.3 Compliance with Terms. Buyer shall have performed and complied with the terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before the Closing Date.

## ARTICLE 8

### CLOSING DATE AND PLACE

The Closing shall occur, on a date (the "Closing Date") designated by the Buyer, but within ten (10) days after the Commission's consent to assignment of the FCC Licenses to Buyer has become a Final Order. The Closing shall be held at such place as the parties shall mutually agree or, failing such agreement, at the office of Seller's attorney. Buyer may, at its option, waive the requirement that the FCC's consent has become a Final Order.

## ARTICLE 9

### CONTROL OF STATION

Between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct the operations of the Station; such operations, including control and supervision of all Station programming, personnel and finances, shall be the sole responsibility of Seller.

#### **ARTICLE 10**

#### **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **ARTICLE 11**

#### **LAW GOVERNING**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

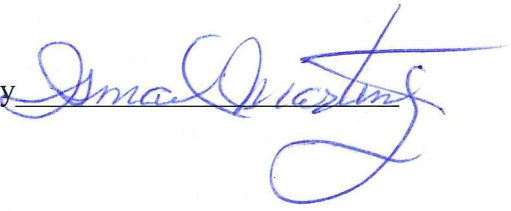
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of February 11, 2014.

SELLER

By \_\_\_\_\_



BUYER

By 

**Exhibit A**

Licenses and/or Construction Permits Only

No Tangible Equipment is included

All licenses and Construction Permits must be renewed April 1, 2014

K13ZQ-D expires February 25, 2014

**KTDJ-LP            Beaumont, Texas**

Station Call Sign: KTDJ-LP

Station Location: Beaumont Texas

Martinez to locate to new tower site.

**KYHT-LD            Lake Charles, Louisiana**

Station Call Sign: KYHT-LD

Station Location: Lake Charles, Louisiana

Martinez to locate to new tower site.

**K13ZQ-D            Lubbock, Texas**

Station Call Sign: K13ZQ-D

Station Location: Lubbock, Texas

Broadcast Tower Site Provider: American Tower

Broadcast Tower Site Name: KLBK

Broadcast Tower Site Number: 30483

Broadcast Tower Site Address: 7403 S. University Ave., Lubbock, Texas  
79423

Broadcast Tower Site LAT: 33.526056 (NAD83 Degrees)

Broadcast Tower Site LON: -101.869056 (NAD83 Degrees)

**KLNK-LD            Lufkin, Texas**

Station Call Sign: KLNK-LD

Station Location: Lufkin, Texas

Broadcast Tower Site Provider: American Tower

Broadcast Tower Site Name: Lufkin #4

Broadcast Tower Site Number: 90310

Broadcast Tower Site Address: 2400 Block FM 2021, Pollok, Texas 75969

Broadcast Tower Site LAT: 31.408306 (NAD83 Degrees)

Broadcast Tower Site LON: -94.764667 (NAD83 Degrees)

**KZSA-LP                      San Angelo, Texas**

Station Call Sign: KZSA-LP

Station Location: San Angelo, Texas

Broadcast Tower Site Provider: Global Tower Partners

Broadcast Tower Site Name: San Angelo Downtown

Broadcast Tower Site Number: TX-5166

Broadcast Tower Site Address: 615 West 14<sup>th</sup> Street, San Angelo, Texas  
76903

Broadcast Tower Site LAT: 31.469722 (NAD83 Degrees)

Broadcast Tower Site LON: -100.451944 (NAD83 Degrees)

**KVCV-LD                      Victoria, Texas**

Station Call Sign: KVCV-LD

Station Location: Victoria, Texas

Broadcast Tower Site Provider: American Tower

Broadcast Tower Site Name: Victoria #1B TX

Broadcast Tower Site Number: 36392

Broadcast Tower Site Address: 5570 Hansleman Road, Victoria, Texas  
77905

Broadcast Tower Site LAT: 28.79 (NAD83 Degrees)

Broadcast Tower Site LON: -96.939278 (NAD83 Degrees)

## **Exhibit B**

There are no current leases and contracts.