

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of January 18, 2016 (this "Agreement"), by and among **EDGEWATER BROADCASTING, INC.**, an Idaho non-profit corporation ("EBN") and **HISPANIC FAMILY CHRISTIAN NETWORK, INC.**, a Texas non-profit corporation ("HFCN").

WITNESSETH:

WHEREAS, EBN is the permittee of a FM translator station K237FY with a city of license of Cleburne, Texas (FIN: 150497) ("EBN Station"); and

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission ("FCC"), HFCN desires to acquire the FCC construction permit of the EBN Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale of Assets.**

(a) **EBN Station.**

(i) On the Closing Date (as hereinafter defined), EBN shall assign and transfer to HFCN, and HFCN shall assume and receive from EBN, the construction permit ("CP"); and

(ii) The EBN CP shall be transferred to HFCN free and clear of all Liens. Except as expressly set forth herein, HFCN is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense, or agreement of EBN of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation, or agreement to retain any EBN employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render HFCN liable for any such liability, obligation, undertaking, expense, or agreement.

2. **Purchase Price.**

(a) The Purchase Price for the Construction Permit (CP) shall be Forty Thousand Dollars (\$40,000) payable in immediately available funds.

(b) Deposit. Concurrently with the execution hereof, HFCN shall pay to EB the non-refundable deposit of (\$4,000). The remainder of the Purchase Price shall be paid at Closing.

3. **FCC Consent; Assignment Application.** At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, HFCN and EBN shall execute, file, and vigorously prosecute a FCC application with the FCC (the "Assignment Application requesting its consent (the "FCC Consent") to the assignment from EBN to HFCN of the EBN Station Authorization. HFCN and EBN shall all take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transaction contemplated by this Agreement shall occur on a date (the "Closing Date") which shall be no later than five (5) business days following the date on which the FCC Consent shall have been granted.

5. **Representations and Warranties of EBN.** EBN hereby jointly and severally make the following representations and warranties to HFCN which shall be true as of the date hereof and on the Closing Date:

(a) EBN is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by EBN and no other proceedings on the part of EBN is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been and will be duly and validly executed and delivered by EBN and constitutes and will constitute the legal, valid, and binding agreement of EBN 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.

(b) The execution, delivery, and performance of this Agreement by EBN will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of each of EBN, or (ii) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

(c) There is no broker who would have a valid claim against EBN for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding, or action by EBN.

(d) EBN is not subject to any order, writ, injunction, judgment, arbitration decision, or decree having binding effect and affecting the business of the EBN Station. There is no litigation, proceeding, or governmental investigation pending or to the knowledge of EBN, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to EBN, or the EBN Station that could prevent or materially impede the consummation by EBN of the transactions contemplated by this Agreement.

(h) No event has occurred which could impose on EBN any liability for any taxes, penalties or interest due or to become due from EBN from any taxing authority.

(i) No representation or warranty made by EBN in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to HFCN.

6. **Representations and Warranties of HFCN.** HFCN hereby makes the following representations and warranties to EBN which shall be true as of the date hereof and on the Closing Date:

(a) HFCN is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Texas. HFCN has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by HFCN and no other proceedings on the part of HFCN are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. The Transaction Documents have been and will be duly and validly executed and delivered by HFCN and constitutes and will constitute the legal, valid, and binding obligation of HFCN 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.

(b) The execution, delivery, and performance of this Agreement by HFCN will not require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

(c) There is no broker who would have a valid claim against HFCN 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 HFCN.

(d) HFCN is not subject to any order, writ, injunction, judgment, arbitration decision, or decree having binding effect and affecting the business of the HFCN Station. There is no litigation, proceeding or governmental investigation pending or to the knowledge of HFCN, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to HFCN or the HFCN Station or that could affect any of the related HFCN Assets or prevent or materially impede the consummation by HFCN of the transactions contemplated by this Agreement.

(e) No event has occurred which could impose on HFCN any liability for any taxes, penalties or interest due or to become due from HFCN from any taxing authority.

(j) No representation or warranty made by HFCN in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to EBN.

7. **EBN Covenants.** EBN covenants with HFCN that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) EBN shall hold the EBN Station in accordance with past practice, and EBN will not, without the prior written consent of HFCN, sell, lease, transfer or agree to sell, lease or transfer the EBN CP or create any Lien on the EBN CP.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of the parties hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) The parties shall have performed and complied in all material respects with all of the agreements, obligations, and covenants required by this Agreement to be performed or complied by the parties prior to or as of the Closing Date;

(ii) The representations and warranties of the parties set forth 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;

(iii) The FCC Consent contemplated by this Agreement shall have been granted;

(iv) No suit, action, claim, or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (a) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (b) questions the validity or legality of any transaction contemplated hereby; or (c) seeks to enjoin any transaction contemplated hereby; and

(vi) There shall not be any Liens on the CP.

9. **Closing Deliveries.**

(a) At the Closing, EBN will execute and deliver to HFCN the following, each of which shall be in form and substance satisfactory to HFCN and its counsel:

(i) An Assignment of Construction Permit in a form acceptable to HFCN and any other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to HFCN the CP and effectively vest in HFCN good and marketable title;

(ii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as reasonably requested, each in form and substance satisfactory to HFCN and its counsel.

10. **Modification.** The parties each acknowledge the unique opportunity that may be afforded this station and that the CP may have a rapidly approaching CP expiration date. If requested, EBN agrees to diligently cooperate and assist the HFCN in filing a modification application to relocate the station to another location.

11. **Indemnification.** The several representations and warranties of the parties contained in or made pursuant to this Agreement shall expire on the date that is three (3) months after the Closing Date. Each party agrees to indemnify the other for any post-closing breach of such representations, warranties and covenants.

12. **Termination.** This Agreement may be terminated by any of the parties, if any of the parties seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if the Assignment Application is designated for hearing or denied; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within one year of the date the Assignment Applications are filed with the FCC.

13. **Specific Performance.** The parties acknowledge that the CP is a unique asset not readily available on the open market and that in the event that any of the parties, fails to perform its obligation to consummate the transactions contemplated hereby, irreparable harm may occur to one or the other of the applicable parties as to which money damages alone will not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure by any of the parties to perform its obligation to convey their respective assets in connection with the consummation of the transactions contemplated hereby, the applicable opposing party shall be entitled to specific performance of the terms of this Agreement.

14. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to EBN, to:

Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, ID 83301

If to HFCN, to:

Hispanic Family Christian Network, Inc.
PO Box 542843
Dallas, TX 75354

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without giving effect to the choice of law principles thereof.

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

18. **Expenses.** Except as otherwise set forth in this Section, each party hereto 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, HFCN shall be liable for any engineering, equipment, installation, or third party costs of its CP being acquired.

19. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

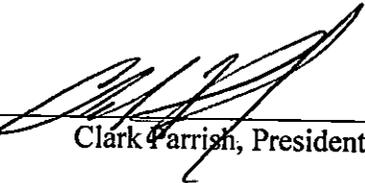
20. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

THE NEXT PAGE IS THE SIGNATURE PAGE

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

EDGEWATER BROADCASTING, INC.

By: _____


Clark Parrish, President

INC.

HISPANIC FAMILY CHRISTIAN NETWORK,

By: _____


Maria C. Guel, President