

# **ASSET PURCHASE AGREEMENT**

*by and between*

**IGLESIA JESUCRISTO ES MI REFUGIO, INC.**

*and*

**ISSAC RUIZ MORA  
SAMUEL RUIZ MORA  
FELIX FERNANDO RUIZ and  
OFELIA MORA DE RUIZ  
As Partners**

*for the Sale and Purchase of*

**Station K269FD, Luling, Texas, Facility No. 141439  
Station K221EX, Lackland City, Texas, Facility No. 139129  
Station K229BJ, Hollywood Park, Texas, Facility No. 139150**

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** ("Agreement"), made and entered into as of this 17th day of April, 2009, by and between **IGLESIA JESUCRISTO ES MI REFUGIO, INC.**, a not-for-profit corporation organized under the laws of the State of Texas ("Seller"), and **ISSAC RUIZ MORA, SAMUEL RUIZ MORA, FELIX FERNANDO RUIZ and OFELIA MORA DE RUIZ**, as partners ("Buyer").

### **WITNESSETH:**

**WHEREAS**, Seller holds authorizations issued by the Federal Communications Commission (the "FCC") for the operation of Station K269FD, Luling, Texas, Facility No. 141439; Station K221EX, Lackland City, Texas, Facility No. 139129; and Station K229BJ, Hollywood Park, Texas, Facility No. 139150 (the "Stations"); and

**WHEREAS**, Seller desires to sell and/or assign, and Buyer desires to purchase and/or assume certain of the assets, property and business used in the operation of the Stations; and

**WHEREAS**, the assignment of the authorizations for the Stations is subject to the prior approval of the FCC.

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

### **SECTION 1** **ASSETS TO BE SOLD**

1.1 On the Closing Date, Seller shall sell, assign, transfer, convey, set over, and deliver to Buyer, and Buyer shall purchase and/or accept assignment of the following (hereinafter collectively the "Stations' Assets") free and clear of any security interests, claims, encumbrances, liens or liabilities:

1.1.1 **Authorizations.** All licenses, permits and authorizations issued or granted by the FCC for the operation of, or to be used in connection with the operation of, the Stations and all applications filed with the FCC for the Stations (hereinafter collectively the "Commission Authorizations"). Buyer acknowledges that the Commission Authorizations are each a "secondary authorization" and has no interference protection against a full power station, which could require the Commission Authorization to be surrendered or canceled.

1.1.2 **Intangibles.** All right, title and interest of Seller in the call sign "K269FD", "K221EX" and "K229BJ" (the "Intangibles").

1.1.3 **Transmission Equipment.** All transmission equipment currently being used by the Stations, "as is, where is" with no warranties as to condition except as provided above.

1.1.4 **Agreements.** All Seller's rights to and in the real property leases to which

Seller or the Station is a party listed in Schedule 1.1.3 (hereinafter collectively "Agreements"), and all fixtures and appurtenances thereto, together with all contracts and agreements and leases entered into or acquired by the Seller between the date hereof and the Closing Date which have been approved in writing by Buyer.

1.1.5 **Business Records.** Copies of financial records, engineering, advertising reports, programming studies, consulting reports, computing software, marketing data, and business and personnel records, if any, relating solely to the business or operation of the Stations (hereinafter collectively "Business Records") or to assets or agreements purchased or assumed by Buyer.

## **SECTION 2** **PURCHASE PRICE**

2.1 **Purchase Price.** In consideration of Seller's performance of this Agreement, the Station Assets shall be Three Hundred Thousand Dollars (US\$300,000.00). The Purchase Price shall be paid as follows:

- a. Upon execution of this Agreement, Buyer shall pay to Seller shall pay in cash or immediately available funds the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the "Earnest Money Deposit");
- b. At Closing, Buyer shall pay to Seller in cash or immediately available funds the additional sum of FIFTY THOUSAND DOLLARS (\$50,000) (the "Closing Payment"); and
- c. At Closing, Buyer shall execute in favor of Seller a non-interest bearing Promissory Note in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00), which be payable in twenty equal payments of \$7,500.00 per month following Closing, in the form attached hereto as Attachment A.

## **SECTION 3** **APPLICATION TO AND CONSENT BY FCC**

3.1 **FCC Consent.** Buyer and Seller each acknowledge that consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement is subject to the FCC's consent to the assignment of the Commission Authorizations from Seller to Buyer.

### **3.2 Application for FCC Consent.**

(a) Seller and Buyer agree to proceed expeditiously and with due diligence and in good faith and to use their best efforts and to cooperate with each other in seeking the FCC's approval of the assignment of the Stations. Within fifteen (15) days after the date of this

Agreement, each party shall have prepared its portion of an application on FCC Form 345 to request FCC consent to assign the Commission Authorizations from Seller to Buyer (the "Assignment Application") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Application and shall have filed such portion of the Assignment Application with the FCC. Each party further agrees expeditiously to prepare Assignment Application amendments, respond to oral or written inquiries, and answer pleadings whenever such are required by the FCC or its rules.

(b) Each party shall bear its own expenses incurred for the preparation, filing and prosecution of the Assignment Application.

(c) Each party agrees to comply with any condition imposed on it by the FCC, except that no party shall be required to comply with a condition that would have a material adverse effect upon it unless the condition was imposed as the result of a circumstances which constitutes a breach by that party of any of its representations, warranties, or covenants in this Agreement. Buyer and Seller shall oppose any efforts for reconsideration or judicial review of the grant by the FCC of the Assignment Application (but nothing in this Section shall limit any party's right to terminate this Agreement in accordance with the terms herewith).

#### **SECTION 4** **ASSUMPTIONS**

4.1 **Liabilities.** The Assets shall be sold and conveyed to Buyer free and clear of all liabilities (absolute or contingent, including but not limited to liabilities under leases, trade, and barter agreements), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances and restrictions of any type or amount created or suffered by Seller prior to the Closing Date, whether existing now or in the future.

4.2 **Buyer's Assumed Obligations.** Except as specifically assumed by Buyer in this Agreement, Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. With respect to any of Seller's obligations, following Closing, Buyer only shall be obligated and discharge unperformed duties of the Seller to the extent they specifically are assumed by Buyer, and even then, only to the extent such duties or obligations first accrue after the Closing Date.

4.3 **Seller's Liability.** Seller shall remain liable for, and covenants to pay, satisfy, or discharge when due, all Excluded Obligations and all liabilities, payments, obligations, and duties under the Agreements or other instruments transferred or assigned to Buyer hereunder, accruing prior to or by reason of events occurring prior to the Closing.

## **SECTION 5**

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

5.1 **Seller's Best Knowledge.** "To the best of Seller's knowledge" shall mean the actual knowledge of Seller after (i) due inquiry of all managers, department heads or other similar employee or agent of Seller and all attorneys and accountants employed by Seller having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such Seller's Best Knowledge relates; and (ii) due examination of any documents, correspondence or other items contained in the files of Seller or the Stations pertaining to such subject matter.

5.2 **Standing.**

5.2.1 Seller is now and on the Closing Date will be a not-for-profit corporation validly existing and in good standing under the laws of the State of Texas. Seller has the full power to own the assets and to carry on the business of the Stations as they are now being conducted, and is qualified and in good standing in the State of Texas.

5.2.2 Seller has the full power and authority to enter into this Agreement and to execute all of Seller's Closing Documents that require Seller's signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Seller's Closing Documents (on the Closing Date) are or will be authorized by all necessary actions of the Seller.

5.3 **Binding Effect of Agreement.** This Agreement constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with the terms of this Agreement. Upon execution, the Seller's Closing Documents will constitute valid and binding obligations of Seller enforceable against Seller in accordance with their terms except as may be limited by laws affecting the enforcement of creditor's rights or equitable principles generally. The execution, delivery, and performance of this Agreement or any of the Closing Documents do not violate Seller's Articles of Incorporation or By-Laws, or any provisions of any contract provision or other commitment to which Seller or the Stations is a party or under which it or its property is bound, or any judgment or order of which Seller has received notice, and will not result in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the Assets.

5.4 **Authorization.** Seller is the authorized legal holder of all licenses, permits, and authorizations necessary to operate the business of the Stations as they are now being conducted, including, without limitation, all Commission Authorizations, none of which are subject to any restrictions or conditions which limit in any respect the operation of the Stations as authorized except as stated therein. The Commission Authorizations are validly existing authorizations for the construction and/or operation of the facilities described therein under the Communications Act of 1934, as amended. Except for proceedings affecting segments of the broadcast community generally, there is no action or investigation pending or to the best of Seller's knowledge threatened before the FCC or other body to revoke, refuse to renew, suspend, condition or modify any of the Commission Authorizations, or any action which may result in the denial of

any pending applications, the issuance of any cease and desist orders, Notice of Apparent liability, forfeiture, or the imposition of any administrative sanctions whatsoever with respect to the Stations or their current or anticipated operation.

5.5 **Environmental Matters.** Seller's operations of the Stations have been conducted in compliance with all Federal, State, and Local Environmental Laws and all applicable licenses, permits, consents, approvals or authorizations required thereunder to conduct the operations of the Station and all such licenses, consents, permits, approvals, and authorizations are in full force and effect, and to the knowledge of Seller there are no facts or circumstances which may lead to any licenses, consents, permits, approvals or authorizations being suspended, revoked, canceled or modified.

5.6 **Litigation.**

5.6.1 **Litigation; Compliance With Law.** To the best of Seller's Knowledge, the Stations are in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including compliance with the Communications Act and all rules and regulations issued thereunder. Except for proceedings affecting segments of the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance, arbitration, or insolvency or bankruptcy proceeding, pending or, to the best of Seller's knowledge threatened against the Stations, Seller, or any of the Assets being sold or transferred to Buyer, which may (a) adversely affect the Assets or the Commission Authorizations to be assigned hereunder, or the operation of the Stations in substantially the same manner as they are currently authorized, or the ability of Buyer to own and operate the Stations in substantially the same manner as they are currently authorized and operating, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification or suspension of the Commission Authorizations, or the issuance or imposition of any administrative sanction that might adversely affect the Assets or the Commission Authorizations, or the operation of the Stations in substantially the same manner as they are currently authorized or the ability of Buyer to own and operate the Stations in substantially the same manner as they are currently authorized. Seller will give Buyer prompt notice of its discovery of any such basis or the institution or the threat of any such litigation, investigation, or proceeding. In addition, to Seller's knowledge, no such litigation, investigation, or proceeding has been threatened which would result in a material adverse effect upon the Stations. Seller is not in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation of any applicable court or governmental body, which default could have a materially adverse effect on the Assets or the Stations.

5.6.2 **No Liabilities Attaching to Buyer.** Except as expressly provided in this Agreement, there are no other contracts, obligations, leases, liabilities of any kind or nature whatsoever of Seller that attach or will, after the consummation of the transaction contemplated hereby, attach to Buyer.

5.7 **No Untrue Statements or Omission.** No representation or warranty made by Seller in this Agreement or any Schedule, exhibit, statement, certificate, or other document

heretofore or hereafter furnished by Seller, or on its behalf, to Buyer and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Seller set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date.

## **SECTION 6**

### **WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER**

Buyer covenants, represents, and warrants as follows:

6.1 **Authorization and Binding Obligation.** Upon execution, the execution by Buyer of the documents necessary for consummation of this transaction will constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

6.2 **No Contravention.** The execution, delivery, and performance of this Agreement or any of the Closing Documents do not violate any contract provision to which Buyer is a party or under which it or its property is bound, or any judgment or order except as contemplated herein.

6.3 **Litigation.** Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation or complaint threatened against or affecting it which would affect Buyer's authority or ability to carry out this Agreement.

6.4 **Buyer's Qualifications.** As of the time of filing the Application for consent to assignment of license there shall exist no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the FCC, disqualify Buyer from being the assignee of the Stations. Buyer is, or at the time of Closing will be financially qualified to fully and timely consummate the transaction contemplated herein.

6.5 **No Untrue Statements or Omission.** No representation or warranty made by Buyer in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished to Seller and pursuant to this Agreement or in connection with the transaction contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading. All representations and warranties of Buyer set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date.

## **SECTION 7**

### **SELLER'S AND BUYER'S COVENANTS**

7.1 **Restrictions on Buyer.** Nothing contained in this Agreement shall give Buyer any right to control the programming or operations of the Stations prior to the Closing Date and

Seller shall have complete control of the programming and operation of the Stations between the date hereof and the Closing Date and shall operate the Stations in conformity with the public interest, convenience and necessity and with all other requirements of law and this Agreement.

7.2 **Buyer's Covenants.** From the date of this Agreement until the Closing Date, Buyer covenants that it will take no action, or fail to take any action, that would disqualify it from becoming the licensee of the Stations or delay the grant of the Assignment Application by the FCC. Furthermore, Buyer shall give prompt notice to Seller of any occurrence that comes to Buyer's attention that may constitute a misrepresentation, breach of warranty or non-fulfillment of any covenant or condition on the part of Buyer contained in this Agreement. Buyer shall deliver to Seller within ten (10) business days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Stations which are filed by the Buyer with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which the filing is responsive, and in the event of an oral FCC inquiry, Buyer will furnish a written summary thereof.

7.3 **Maintenance of Station Facilities.** Seller covenants and agrees that from the date hereof to and including the Closing:

A. Seller shall, with respect to the Stations' assets, continue to carry on the business of the Stations and keep its books of account, records, and files in the ordinary and usual course of business. Seller shall continue to operate the Stations in all material respects in accordance with the terms of the FCC Licenses and in compliance in all material respects with all applicable laws and FCC rules and regulations. Seller will promptly execute any necessary reports or applications for renewal of the FCC Licenses.

B. Prior to the Closing, except as otherwise permitted by this Agreement, Seller will not without the prior written consent of Buyer (to the extent the following restrictions are permitted by the FCC and all applicable law):

(1) sell, lease, transfer, or agree to sell, lease, or transfer any of the Stations' Assets which are material to the operation of the Station, considered as a whole or which have individually or in the aggregate a value in excess of \$500.00 without replacement thereof with a substantially equivalent asset of substantially equivalent kind, condition, and value; or

(2) enter into any sale, contract, agreement, arrangement, or understanding with respect to the lease, barter, trade, or brokering (other than as contemplated by the parties to this Agreement), of any broadcast time on the Stations.

C. Seller shall be liable for the payment of any fine or forfeiture resulting from its operations of the Stations prior to the assignment of licenses of the Stations to Buyer, which may be imposed by the FCC or other Federal, state or local agency or government.



## **SECTION 8**

### **CONDITIONS FOR CLOSING**

8.1 **Closing.** The Closing of the transactions contemplated by this Agreement (the “Closing”) shall take place within ten (10) business days after the date of Final Order of the FCC’s action (the “Order”) granting the Assignment Application. As used in this Agreement “Final Order” means that forty five (45) days will have elapsed from the date of the FCC’s issuance of a Public Notice of the Consent to the Assignment of Licenses to Buyer (“FCC Consent”) without any filing of any adverse request, petition or appeal by any third party or by the FCC on its own motion with respect to the application to the FCC for Consent to the Assignment of the Licenses to Buyer, or any resubmission of any application, or, if challenged, the FCC Consent will have been reaffirmed or upheld and the applicable period for seeking further administrative or judicial review will have expired without the filing of any action, petition or request for further review.

8.2 **Conditions Precedent to Obligations of Buyer.** The obligations of the Buyer under this Agreement are subject to the satisfaction of the following express conditions precedent (provided that Buyer may, at its election, waive any of such conditions on the Closing Date, notwithstanding that such condition is not fulfilled) on the Closing Date:

8.2.1 Seller shall have delivered to Buyer the Seller’s Closing Documents as described in Section 9.1 below.

8.2.2 Each of the Seller’s representations and warranties contained in this Agreement or in any Schedule, certificate, or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty were made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

8.2.3 Seller shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

8.2.4 Seller shall be the holder of the Commission Authorizations and except as provided herein, each such Authorization shall be valid, and in full force and effect.

8.2.5 Seller shall have taken all internal and other actions necessary to consummate this transaction.

8.2.6 The FCC shall have granted its consent to the Assignment Application, in either in whole or in part, such consent shall be in full force and effect, and shall have become a Final Order.

8.2.7 The Stations’ Assets shall not have suffered damage on account of fire, explosion, flood, *force majeure*, or other similar cause of any nature that is sufficient to prevent

operation of the Stations or the transmission of its normal and usual signal for a period of at least ten (10) consecutive days; provided that on or prior to five (5) business days after Seller shall have notified Buyer of such damage or event, Buyer shall have notified Seller that Buyer is terminating this Agreement on account of such damage or event.

8.3 **Conditions Precedent to Obligations of Seller.** The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent, provided that Seller may, at its election, waive any of such conditions at the Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

8.3.1 Each of Buyer's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true in all material respects at and as of the Closing Date, as though each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

8.3.2 Buyer shall have performed all of the obligations set forth in Section 2 of this Agreement with respect to the payment of the Purchase Price, together with all other covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

8.3.3 Buyer shall have agreed in form reasonably acceptable to Seller to assume all obligations under the Agreements to be assigned to Buyer arising on or after the Closing.

8.3.4 The FCC shall have granted its consent to the Assignment Application, such consent shall be in full force and effect and shall have become a Final Order.

8.4 **Failure of Conditions Precedent to Obligations of Buyer.** In case of the failure of any of the conditions precedent described in Section 8.2 hereof, and if Seller, after application of the provisions of Section 13.3 hereof, has failed to cure same, Buyer shall have the right to terminate this Agreement without liability. In addition, if the failure of such condition precedent constitutes a material default by Seller, Buyer shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 13 hereof. Buyer shall not be deemed to have waived any failure by Seller to fulfill any of the conditions precedent described in Section 8.2 if Buyer does not have actual knowledge of such failure at the time of the Closing.

8.5 **Failure of Conditions Precedent to Obligations of Seller.** In case of the failure of any of the conditions precedent described in Section 8.3 hereof, and if Buyer, after application of the provisions of Section 13.3 hereof, has failed to cure the same, Seller shall have the right to terminate this Agreement without liability. In addition, if the failure of such condition precedent results from a material default by Buyer, Seller shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 13 hereof. Seller shall not be deemed to have waived any failure by Buyer to fulfill any of the conditions precedent described in Section 8.3 if Seller does not have actual knowledge of such failure at the time of the Closing.

## **SECTION 9**

### **OBLIGATIONS AT CLOSING**

9.1 **Closing Documents to be Delivered by Seller.** At the Closing for the Stations, Seller shall deliver to Buyer the following (“Seller’s Closing Documents”):

9.1.1 An executed Assignment of Authorizations in form and substance reasonably satisfactory to counsel for Buyer assigning the Commission Authorizations to Buyer for those licenses and permits approved for assignment by the Commission.

9.1.2 An executed Assignment of Intangibles for the intangible property rights being conveyed.

9.1.3 An executed Assignment/Assumption Agreements in form and substance reasonably satisfactory to Buyer assigning to Buyer the lease agreements listed in Schedule 1.1.3 for the Station’s existing transmitter site to be assigned hereunder.

9.1.4 An executed Bill of Sale for assignment of the tangible personal property being transferred pursuant to this Agreement.

9.1.5 A certificate executed by an officer of Seller stating that (a) all of the representations and warranties of Seller set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Seller on or prior to the Closing Date have been performed in all material respects.

9.1.6 Copies of all material Business Records as described in Section 1.1.3 hereof.

9.2 **Closing Documents to be Delivered by Buyer.** At the Closing Buyer shall deliver to Seller the following (“Buyer’s Closing Obligations”):

9.2.1 A certificate executed by Buyer stating that: (a) all of the representations and warranties of Buyer set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Buyer on or prior to the Closing Date have been performed in all material respects.

9.2.2 An executed Assignment/Assumption Agreements in form and substance reasonably satisfactory to Buyer assigning to Buyer the lease agreements listed in Schedule 1.1.3 for the Station’s existing transmitter site to be assigned hereunder.

9.2.3 An executed Promissory Note in the form attached hereto as Attachment A.

## **SECTION 10**

### **BROKERAGE**

Seller and Buyer each represent and warrant to the other that it knows of no broker, finder, or intermediary who has been involved in the transactions provided for in this Agreement or who might be entitled to a fee or commission upon the consummation of such transactions. Buyer and Seller hereby agree to indemnify each other from and against any claim of any such obligation or liability by any person, and any expense incurred in defending against any such claim, including reasonable attorneys' fees, that shall have resulted from any conduct, activity, or action taken, or allegedly taken, by the indemnifying party.

## **SECTION 11**

### **INDEMNIFICATIONS**

11.1 **Breach of Seller's Agreements, Representations, and Warranties.** Seller shall reimburse Buyer for, and indemnify and hold harmless Buyer from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys' fees and accounting fees), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of Seller's agreements, representations, and warranties, or sustained by Buyer (except for a failure to discharge an Excluded Obligation, for which Buyer will be fully indemnified) by reason of:

(a) any breach of any warranty, representation, or agreement of Seller contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) except for obligations or liabilities expressly assumed by Buyer herein, Seller's operation of the Stations prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Seller under any lease, contract, or agreement (other than the Agreements on or after the Closing) or under the Agreements prior to the Closing);

(c) except for obligations or liabilities expressly assumed by Buyer herein, any transaction entered into by Seller or arising in connection with the Stations or the operation of the business thereof or any of the Assets prior to the Closing;

(d) except for obligations or liabilities expressly assumed by Buyer herein, any and all loss and expense, including, without limitation, any claims made by creditors, with respect to non-compliance with any bulk transfer law; and

(e) any and all actions, suits, proceedings, investigation(s) or forfeiture(s) incident to any of the foregoing.

11.2 **Breach of Buyer's Agreements, Representations and Warranties.** Buyer shall reimburse Seller for, and indemnify and hold harmless Seller from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys' fees and accounting fees of any kind or nature), contingent or otherwise, arising out of or sustained by reason of:

(a) any breach of any warranty, representation, or agreement of Buyer contained under this Agreement or any certificate or other instrument furnished by Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) Buyer's operation of the Stations subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or after the Closing under the Agreements);

(c) any transaction entered into by Buyer or arising in connection with the Stations or the operation of the Stations subsequent to the Closing;

(d) any and all liabilities or obligations of Seller expressly assumed by Buyer pursuant to this Agreement; or

(e) any and all actions, suits, or proceedings incident to any of the foregoing.

11.3 **Notice of Claim.** All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of one (1) year. Any claim to indemnification in respect of a covenant or agreement shall be made within one year of the Closing Date. Buyer and Seller agree to give prompt written notice to each other of any claim for indemnification under Sections 11.1 or 11.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) business days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention to Defend is delivered, the indemnifying party shall have the right to hold in abeyance the claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter's expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) business day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

11.4 **Sole Remedy.** Except as provided to the contrary in this Agreement, the right to indemnification pursuant to this Section shall be the sole and exclusive remedy of each party

following each claim in connection with any breach or other violation by the other party of its representations, warranties, or covenants contained in this Agreement.

## **SECTION 12**

### **FEES AND EXPENSES**

Each party shall pay its own attorneys' fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement. Seller and Buyer each shall pay one-half of the FCC filing fee associated with the Assignment Application. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

## **SECTION 13**

### **DEFAULT AND TERMINATION**

13.1 **Termination.** This Agreement may be terminated prior to the Closing by either Buyer or Seller as the case may be, if the party seeking to terminate is not in material default or breach of this Agreement, upon written notice to the other upon the occurrence of any of the following:

(a) if the other is in material breach or default of its respective covenants, agreements, or other obligations herein, or if any of its representations herein are not true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate, and such breach is not timely cured as provided in Section 13.3, below;

(b) if the FCC denies the Assignment Application or any part thereof or designates any part thereof for a trial-type hearing;

(c) if by December 1, 2009 (i) the Assignment Application has not been granted by the FCC or (ii) a timely petition to deny is filed against the Assignment Application and the Order has not become a Final Order;

(d) on the Closing Date, Seller or Buyer, as the case may be, have failed to comply with its obligations under Section 8.2 or 8.3 of this Agreement, and does not cure such failure within the period provided in Section 13.3; or

(e) by mutual written consent of Buyer and Seller.

13.2 This Agreement may be terminated by Seller in the event payment is not made as required under Section 2.1 of this Agreement.

13.3 A party shall be in "default" under this Agreement if it makes any material misrepresentation to the other party in connection with this Agreement, or materially breaches or fails to perform any of its representations, warranties, or covenants contained in this Agreement. Non-material breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement. If either party believes the other to be in

default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default is not curable or has not been cured within fifteen (15) calendar days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such fifteen (15) calendar day period and continues such efforts thereafter), then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement, subject to the right of the other party to contest such action through appropriate proceedings. Notwithstanding the foregoing, in the event of monetary default, time shall be of the essence, no notice shall be required or cure period afforded, and this Agreement may be terminated immediately.

13.4 Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, in addition to any other remedy to which he is entitled at law, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

#### **SECTION 14**

#### **SURVIVAL OF WARRANTIES**

14.1 All representations and warranties made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of one year following the Closing.

14.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any covenant, representation, warranty, agreement, obligation, undertaking, or indemnification of Seller or Buyer contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors and assigns.

#### **SECTION 15**

#### **NOTICES**

15.1 All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (as evidenced by a written receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, addressed to the party to be notified, as follows:

If to Seller:

Iglesia Jesucristo es mi Refugio, Inc.  
2929 S. Westmoreland Rd.

Dallas, TX 75233

If to Buyer:

Isaac Ruiz Mora  
606 S. Birdsong  
San Antonio TX 78258

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

## **SECTION 16** **MISCELLANEOUS**

16.1 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the sections themselves or the intentions of the parties.

16.2 **Entire Agreement.** This Agreement and any other agreements entered into contemporaneously herewith set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant 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.

16.3 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Buyer may freely assign this Agreement provided that any such assignee shall agree in writing to assume all of Buyer's obligations hereunder. Should Buyer assign its rights to acquire the Stations it is acquiring hereunder, Buyer's assignee shall be entitled, without limitation, to (i) rely on all of the representations, warranties and covenants of Seller hereunder, and (ii) the benefit of all indemnifications provided by Seller hereunder. Seller will cooperate with Buyer and execute any documents reasonably necessary to effectuate such assignment.

16.4 **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the FCC of the application to be filed with it, as provided in Section 3.2.

16.5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.



16.6 **Legal Actions.** If either Seller or Buyer initiates any legal action or lawsuit against the other involving this Agreement, the prevailing party in such action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in such proceeding. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

16.7 **Governing Law.** The parties agree that this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the State of Texas.

16.8 **Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

16.9 **Time is of the Essence.** Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

16.10 **Severability.** If any term or provision of this Agreement or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, that nothing in this provision shall impair a party's rights pursuant to Sections 12 or 16 hereof.

16.11 **Choice of Forum.** The parties agree that the only and exclusive forum for any action brought to resolve any dispute arising out of this Agreement shall be the federal or state courts having jurisdiction over Dallas, Texas. No party shall oppose or assert a defense against such litigation in said courts on the grounds that the court lacks personal jurisdiction.

16.12 **Confidentiality.** Buyer and Seller, and their respective employees, agents and representatives, shall each keep confidential all information obtained with respect to the other in connection with the negotiation and performance of this Agreement, except where such information is known or available through other lawful sources or where its disclosure is required in accordance with applicable law. If the transactions contemplated hereby are not consummated for any reason. Buyer and Seller, and their respective employees, agents and representatives, shall return to the other, without retaining a copy thereof, any written information, including all financial information, obtained from the other in connection with this Agreement and the transactions contemplated hereby, and shall forever preserve the confidentiality of such information. The parties recognize that a breach of this covenant of confidentiality may cause substantial, irreparable harm to the other's business and therefore agree that injunctive relief would be appropriate to enforce any breach of this covenant.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper individuals or officers thereunto duly authorized as of the day and year first above written.

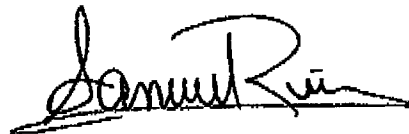
**SELLER:**

**IGLESIA JESUCRISTO ES MI REFUGIO.  
INC.**

By:   
Roberto Gomez  
President

**BUYER:**

By:   
Isaac Ruiz Mora  
Partner



### **Schedule 1.1.3**

None

## ***APPENDIX A***

## NEGOTIABLE PROMISSORY NOTE

\_\_\_\_\_, 2009

\$150,000.00

**ISSAC RUIZ MORA, SAMUEL RUIZ MORA, FELIX FERNANDO RUIZ and OFELIA MORA DE RUIZ**, as partners ("Maker") promises to pay to the order of Iglesia Jesucristo es mi Refugio, Inc. ("Holder") the principal amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), together with interest, if any, thereon.

This Note is being entered into in conjunction with the consummation of an Asset Purchase Agreement dated April 17, 2009 (the "Purchase Agreement") between Maker and Holder. Payment shall be made in twenty equal payments of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, due on the 10<sup>th</sup> day of each month. So long as Maker is not in Default (as defined below), no interest on the principal amount due and owing shall be assessed. If any required payment is late by more than ten calendar days, a late fee of Five Hundred Dollars (\$500.00) shall be due from Maker. In the event Buyer is in default of this payment schedule for more than 60 calendar days, Maker shall be in Default, and the total amount under this Note shall become immediately due to Payee, and Payee shall be permitted to take any and all steps necessary to obtain payment.

1. Additional Events of Default. Upon the occurrence of one or more defaults as defined below, the Holder shall have the option of declaring immediately due and payable the entire unpaid principal of this Note plus accrued interest thereon. The following shall be events of default:

(a) If the Maker shall default in any payment of principal or interest and such default shall continue for a period of ten (10) business days after written notice of such default shall have been given to the Maker; *provided, however*, that Holder shall be required to give no more than two such notices in any twelve (12) month period, such that the third such default shall be deemed to occur immediately upon the failure of timely payment without regard to notice from Holder;

(b) If a receiver, conservator, custodian, liquidator or trustee of Maker, or of all or any substantial part of Maker's assets, is appointed by court order and such order remains in effect for more than 60 days; or an order for relief is entered under the federal bankruptcy laws with respect to Maker; or any of the material amount of Maker's assets is sequestered by court order and such order remains in effect for more than 60 days; or a petition is filed against Maker under the bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days after such filing;

(c) If Maker files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against Maker under any such law;

(d) If Maker makes an assignment for the benefit of its creditors, or admits in writing its inability to pay, or in fact does not pay, its debts generally as they become due, or consents to the appointment of a receiver, conservator, custodian, liquidator or trustee of Maker, or of all or any substantial part of its assets;

(e) Failure or neglect to materially comply with any of the terms, provisions, warranties or covenants of this Note;

(f) If any material warranty, representation or statement made or furnished to Holder by or on behalf of Maker shall be or prove to have been materially false when made or furnished;

(g) Any loss or theft or any substantial damage or destruction of any substantial part of broadcast Station K269FD, Luling, Texas, Facility No. 141439; Station K221EX, Lackland City, Texas, Facility No. 139129; and Station K229BJ, Hollywood Park, Texas, Facility No. 139150 (the "Stations") that is not repaired or replaced reasonably promptly, or the voluntary or involuntary transfer of any of the Stations' substantial assets by way of judicial sale, attachment, levy, garnishment or other judicial process;

(h) Designation for hearing by the FCC or its delegated authority seeking denial of the renewal of the main license of the Stations;

(i) Commencement of revocation proceedings by the FCC with respect to the main licenses of the Stations; or

(j) Maker's sale or abandonment of the licenses or business of operating the Stations.

2. Covenants of the Maker of this Note. As long as this Note shall remain outstanding, the Maker of this Note warrants, covenants and agrees as follows:

(a) That Maker is the licensee of the Stations, and owns the assets used in the operation of the Stations, free from any lien, encumbrance or security interest of greater or equal seniority to that of Holder, and that Maker will defend the Stations and its current or future assets against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) That Maker will not sell or otherwise transfer any of the material assets used in the operation of the Stations or any interest therein other than in the ordinary course of business unless such assets are replaced by property of at least equal value.

(c) That Maker shall keep the Stations' tangible personal property insured with reputable insurance companies reasonably satisfactory to Holder against physical damage for not less than the full insurable value. The Holder shall be named as an additional insured party in such insurance policy or policies. If Maker fails to procure insurance, Holder has the option, but is not obligated, to do so at Maker's expense.

(d) That Maker shall promptly pay when due all taxes and assessments that may be levied against the Stations' property and that Maker is not contesting in good faith. If Maker fails to do so, Holder has the option, but is not obligated, to make payments at Maker's expense.

(e) Holder has the option, but is not obligated, to pay and discharge other liens, encumbrances or security interests upon the Stations' property.

3. Notices. All notices and other communications to be delivered hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, at the following respective addresses, or at such other respective addresses as may be furnished by the respective parties:

If to the Maker of the Note:

Isaac Ruiz Mora  
606 S. Birdsong  
San Antonio TX 78258

If to the Holder of this Note:

Iglesia Jesucristo es mi Refugio, Inc.  
2929 S. Westmoreland Rd.  
Dallas, TX 75233

4. Default Remedies. If an event of Default shall occur, the Holder may exercise any right, power or remedy permitted to such holder by law, and shall have, in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all interest accrued on this Note to be, and the Note shall forthwith become, due and payable, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived and the holder of the Note may proceed (subject to the rules and regulations of the FCC) to protect and enforce its rights either by suit or in equity and/or by action at law or proceed to obtain judgment or any other relief whatsoever appropriate to the action or proceeding, or proceed to enforce any other legal or equitable right of any holder of the Note. The Holder of this Note shall be entitled to recover the costs and expenses, including, but not limited to, reasonable attorneys' fees actually incurred by such holder in collecting any sums due under the Note or in otherwise enforcing any of its rights and the costs and expenses incurred by such holder pursuant to Paragraph 2(c), (d) or (e) hereof. In addition to the foregoing remedies, all overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowable under law, which amounts shall be added to the outstanding balance hereof.

If Maker is unable to cure the Default, Holder also shall have the right of first refusal to acquire the Assets from Maker. In the event Holder elects not to exercise its right of first refusal, Holder may retain the Earnest Money Deposit, the Closing Payment, and any Principal Payments made, subject to the provisions below. First, Maker hereby grants to Holder a continuing security interest in the Collateral (as defined below) to secure prompt payment and performance by Maker. The term Collateral means and includes:

(a) All accounts, accounts receivable, contract right, and general intangibles, all other forms of payment, all present and future incomes, rents, revenues, contributions, issues and profits, goodwill, licenses and license rights (subject to subsection (c) below) bailment or leasehold interests, whether as lessor or lessee;

(b) All tangible personal property used in conjunction with the operation of the Stations; and

(c) To the maximum extent permitted by below, and subject to FCC approval were necessary: (i) all rights incident or appurtenant to the Authorizations, including the Stations; (ii) excluding any authorization to the extent, if any, that such security interest is prohibited or not permitted by the Act and the rules, regulations, and policies of the FCC, but including any proceeds, products, offspring, accessions, rents, profits, income, or benefits associated with the sale of the Authorizations (unless such proceeds, products, offspring, accessions, rents, profits, income, or benefits would constitute an Authorization to the extent that any law applicable thereto, including the Act and the rules, regulations and policies of the FCC prohibits the creation of a security interest therein); and (iii) the rights to receive the proceeds necessary to satisfy the monies owed by Maker to Holder derived from or in connection with the sale, assignment, or transfer of such Authorizations, subject to FCC approval.

Notwithstanding the forgoing, upon the occurrence of a Default that is not cured pursuant to the time periods set forth above, Holder shall have the right to:

(a) Collect the Collateral (upon notification, if so required) and apply the Collateral, including proceeds, against the outstanding amount owed (crediting Maker for any amounts previously paid to Holder pursuant to this Promissory Note or the Purchase Agreement, including the Earnest Money Deposit, the Closing Payment, and any payments of principal paid pursuant to this Note);

(b) Retain a broker for the purpose of listing the Assets to be marketed to members of the public. Maker shall cooperate in any necessary marketing of the Assets, including but not limited to allowing prospective buyers to have reasonable access to the Stations' facilities, books and records at mutually-convenient times. Maker also shall cooperate as necessary with the preparation and filing of any application at the FCC for the assignment of the Authorizations to any party;

(c) Collect from Maker on demand any deficiency remaining after exercise of the above remedies. Any monies remaining in excess of the amounts owed to Holder under this Promissory Note or the Purchase Agreement shall be credited exclusively to Maker.



Holder and Maker agree not to take any action that would constitute or result in an assignment or transfer of control of such Authorization if such assignment or transfer of control would require under then existing laws (including FCC rules) the prior approval of the FCC, without first obtaining such approval of the FCC.

5. Prepayment and Application of Payments Made. Prepayment of this Note may be made at any time without prior written consent of the Holder. All payments received in any given month will be applied first to interest accrued that is imposed on account of delinquent payments. All payments received in any given month in excess of the payment due will be applied to a reduction of the outstanding balance.

6. Miscellaneous. Maker hereby waives all notices, presentment for payment, demand, protest, notice of protest and notice of dishonor and agrees to remain bound until the principal and any interest are paid in full, notwithstanding any extension of time for payment that may be granted even though the period or periods of extension be indefinite and notwithstanding any inaction by, or failure to assert any legal rights available to, the Holder of this Note. Time is of the essence in the performance of this Note.

7. Governing Law. This Note shall be governed by and construed in accordance with Texas law.

**ATTEST:**

**ISAAC RUIZ MORA**

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**ATTEST:**

**SAMUEL RUIZ MORA**

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**ATTEST:**

**FELIZ FERNANDO MORA**

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**ATTEST:**

**OFELIA MORA DE RUIZ**

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