

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this “Agreement”) dated as of _____, between Tuck Properties, Inc. (“Buyer”), and Navarro College, a public educational institution organized under the laws of the State of Texas (Seller”).

RECITALS:

WHEREAS, Seller holds that certain license issued by the Federal Communications Commission (the “Commission”) for the operation low power television station KNAV-LP in Corsicana, Texas, FCC Facility ID No. 47898 (the “Station”);

WHEREAS, Seller desires to assign such license to Buyer, and Buyer desires to acquire such license, upon the terms and subject to the conditions herein set forth; and

WHEREAS, the assignment of such license for the Station is subject to the prior approval of the Commission;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE 1 TERMS OF THE TRANSACTION

1.1 Assets to be Transferred. At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, deliver and convey (collectively, “transfer”), or cause to be transferred, to Buyer, and Buyer shall purchase from Seller, all of the following assets and properties of Seller existing on the Closing Date:

(1) Commission Authorization. The license granted in FCC File No. BLTTL-19900416IE and construction permit granted in FCC File No. BPTTL-20010424ABH (collectively, “Commission Authorization”).

All the assets and properties being transferred to Buyer pursuant to this Agreement are collectively referred to herein as the “Assets”. Seller also owns various pieces of personal property, including, but not limited to, a UHF transmitter and antenna. Such property is NOT being transferred to Buyer and shall remain the property of Seller after Closing.

1.2 Purchase Price and Payment

(1) In consideration of the transfer by Seller to Buyer of the Assets, Buyer shall pay to Seller the aggregate purchase price of \$150,000.00 (the “Purchase Price”). The Purchase Price shall be paid to Seller as follows:

(1) Within three business days after the execution and delivery of this Agreement, Buyer shall deliver to Seller, a check in the amount of

\$25,000 (the “Deposit”);

(2) Buyer shall pay to Seller at the Closing the aggregate amount of \$125,000 (“Balance of the Purchase Price”).

1.3 Liabilities Assumed by Buyer. As further consideration for the transfer of the Assets to Buyer, Buyer agrees, upon the terms and subject to the conditions set forth herein, to assume, at the Closing, and thereafter to pay, perform and discharge, the following liabilities and obligations of Seller (but only such liabilities and obligations and no others):

(1) All obligations of Seller accruing from and after the Closing Date under the Commission Authorization.

ARTICLE 2 CLOSING

2.1 Closing; Closing Date. The closing of the transactions contemplated hereby (the “Closing”) shall take place (i) at the offices of Buyer, 710 Buffalo St., Suite 204, Corpus Christi, Texas, 78401 on the tenth business day after Commission consent to assignment of the License from Seller to Buyer becomes final, or (ii) at such other time or place or on such other date as the parties hereto shall agree. The date on which the Closing is required to take place is herein referred to as the “Closing Date”.

At the Closing, subject to the satisfaction or waiver of the conditions to its obligations set forth in this Agreement, each of the parties hereto shall make the following deliveries or such deliveries in substitution therefor as are satisfactory to the indicated recipient:

2.2 Deliveries by Seller.

(1) Seller shall deliver to Buyer a General Conveyance and Bill of Sale substantially in the form of Exhibit A (the “Bill of Sale”).

(2) Seller shall deliver possession of the Assets to Buyer.

2.3 Deliveries by Buyer.

(1) Buyer shall deliver to Seller the Balance of the Purchase Price.

(2) Buyer shall deliver to Seller the Bill of Sale.

ARTICLE 3 WARRANTIES OF SELLER

Seller represents and warrants to Buyer that:

3.1 Authority Relative to this Agreement. Seller has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

3.2 Title to Assets. Seller is the owner of, and has good and indefeasible title to, all the Assets, free and clear of all encumbrances. Upon Seller's transfer of the Assets to Buyer pursuant to this Agreement, Buyer will have good and indefeasible title to all the Assets, free and clear of all encumbrances.

3.3 Legal Proceedings. There are no legal or regulatory proceedings pending or, to the best knowledge of Seller, threatened against or involving Seller relating to the Assets or the operation of the Station.

ARTICLE 4 WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

4.1 Authority Relative to this Agreement. Buyer has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

4.2 Qualifications. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Commission Authorization from Seller.

ARTICLE 5 ADDITIONAL AGREEMENTS

5.1 Access to Information. Between the date hereof and the Closing, Seller (i) shall give Buyer and its authorized representatives reasonable access, during regular business hours and upon reasonable advance notice, to all employees, all facilities, and all books, records, agreements, and commitments of Seller relating to the Assets or the Station, and (ii) shall permit Buyer and its authorized representatives to make such inspections as they may reasonably require.

5.2 Third Party Consents. Seller shall use its best efforts to obtain all consents, approvals, orders, authorizations, and waivers of, and to effect all declarations, filings, and registrations with, all third parties (including Governmental Entities) that are necessary, required, or deemed by Buyer to be desirable to enable Seller to transfer the Assets to Buyer as contemplated by this Agreement and to otherwise consummate the transactions contemplated hereby.

5.3 Commission Consent.

(1) Commission Consent. Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission shall have given its consent in writing, without any condition other than in the ordinary course that is materially adverse to Buyer or Seller, to the assignment of the Commission Authorization to Buyer.

(2) Application for Commission Consent. Seller and Buyer agree to proceed

expeditiously and with due diligence and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder through the preparation, filing and prosecution of an appropriate application to assign the Commission Authorization from Seller to Buyer (the "Assignment Application"). Within five (5) days after the date of this Agreement, each party shall have prepared its portion of the Assignment Application. Buyer shall deliver its portion of the application to Seller for electronic filing.

5.4 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fee or expense, whether or not the Closing shall have occurred. Seller shall pay the filing fee required by the Commission when applying for consent to assign the license for the Station.

ARTICLE 6 CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, or, at the election of Seller, its waiver of any of them:

6.1 Representations and Warranties True. All the representations and warranties of Buyer contained in this Agreement shall be true and correct.

6.2 Final Order of Commission. The grant by the Commission of the Assignment Application shall have become a Final Order.

6.3 Payment of Purchase Price. Buyer shall have paid the Purchase Price.

6.4 Closing Documents. Buyer shall have executed and delivered to Seller the Bill of Sale.

ARTICLE 7 CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, or, at the election of Buyer, its waiver of any of them:

7.1 Representations and Warranties True. All the representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date.

7.2 Final Order of Commission. The grant by the Commission of the Assignment Application shall have become a Final Order.

7.3 Closing Documents. Seller shall have executed and delivered to Buyer the Bill of Sale and other closing documents.

ARTICLE 8 TERMINATION

8.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (1) by mutual written consent of Seller and Buyer; or
- (2) by the Commission's Final Order denying consent to assign license for Station to Buyer, unless such denial occurs as a result of a breach of this Agreement by the party seeking to terminate this Agreement; or

8.2 Amendment. This Agreement may not be amended except by an instrument in writing signed by or on behalf of all the parties hereto.

8.3 Return of Deposit. In the event that the Commission refuses to consent to the Assignment of the Station from Seller to Buyer, Seller shall return to Buyer the Deposit. Under all other circumstances, the Deposit shall remain the property of Seller.

ARTICLE 9 MISCELLANEOUS

9.1 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service, (iv) sent by telecopy or facsimile transmission, answer back requested, or (v) sent by electronic mail, with confirmation of receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

If to Buyer:

Lee Peltzman
Shainis & Peltzman
1850 M Street, N.W. Suite 240
Washington, D.C. 20036
Fax: 202-293-0810
Email: Lee@s-plaw.com

If to Seller:

Dr. Richard Sanchez, President
Navarro College
3200 West 7th Avenue
Corsicana TX 75110
Email: Richard.Sanchez@navarrocollege.edu

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9.3 Modification Applications During Assignment Application Process. The station is presently dark, and Buyer will need to work diligently to rebuild the Station in a time frame that does not jeopardize the Station's license. As the assignment application process will take several months, Seller agrees to assist Buyer by filing any requested modifications, amendments, dismissals, cancellations, or clarifications requested by Buyer. Buyer's counsel in Washington will make such filings on behalf Seller, and Buyer will pay any and all legal and/or engineering expenses associated with such filings.

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

9.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to the principles of the conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

SELLER:

NAVARRO COLLEGE

By: _____
President

Date: _____

BUYER:

Tuck Properties, Inc.

By: _____

Title: _____

Date: _____