

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 2013, by and between Northeast Gospel Broadcasting, Inc., a New York non-profit corporation ("Seller") and Christian Ministries, Inc., a Vermont nonprofit corporation ("Buyer") (collectively, the "Parties").

RECITALS

WHEREAS, Seller owns, operates, and is the licensee of noncommercial FM radio station WNGF, Swanton, Vermont (FCC Facility Id. #172444) (the "Station"), under authority of license issued by the Federal Communication Commission (the "FCC"), for the term ending April 1, 2014 (the "License"); and

WHEREAS, Buyer desires to purchase from Seller the Assets (as defined in Section 1) used and useful in the operation of the Station, and to obtain an assignment from Seller of the License and any other authorizations (as defined in Section 1.1) held in connection with the operation of the Station, and Seller desires to sell such Assets to Buyer and to assign to Buyer the License and other authorizations, all in accordance with and subject to the prior consent of the FCC and the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the Parties, intending to be legally bound, and acknowledging the receipt and sufficiency of such consideration, hereby agree as follows:

AGREEMENT

1. **Assets Sold and Purchased.** By appropriate instruments, on the Closing Date (as defined in Section 5.1) Seller will cause to be transferred, assigned and conveyed to Buyer, and Buyer will purchase, subject to the terms and conditions set forth herein, all of Seller's right, title and interest in the tangible and intangible assets owned or held by Seller and used or useful in connection with the operation of the Station described in Sections 1.1 through 1.6 (collectively the "Assets"), free and clear of all liens, mortgages, encumbrances, or security interests of any kind:

1.1 **License and Other Authorizations.** The License and all other FCC authorizations for the operation of the Station as set forth in *Exhibit 1.1* hereto, including, without limitation any renewals of the License, any pending applications, and issued construction permits as of the Closing Date, and all licenses, rights, permits, authorizations and registrations issued to Seller by any other governmental or regulatory agency necessary for the operation of the Station (the "Authorizations").

1.2 **Tangible Personal Property.** All equipment and other tangible property, and any parts or replacements therefor, listed described in *Exhibit 1.2* hereto (the "Personal Property"), including without limitation any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date.

1.3 Transmitter Site/Tower Rights. All of Seller's rights to the transmitter site and tower located at 1 Academy Road, Swanton, Vermont 05488.

1.4 Books and Records. All available program, operating and maintenance logs maintained in connection with the Station, the Emergency Alert System logs and files, whether or not required by the FCC, all available schematics, blueprints, engineering data, reports, specifications, concerning the Station and the Assets, and all documents contained in the Station's public inspection file.

1.5 Goodwill. Any and all goodwill associated with the Station.

2. Excluded Assets. The following assets are excluded from the sale contemplated by this Agreement: (i) the Station call letters WNGF, (ii) cash on hand (iii) accounts receivable, (iv) contracts not otherwise assigned herein, and (v) all other assets of Seller not included in the Assets as described in Section 1 herein (collectively the "Excluded Assets").

3. Excluded Liabilities. Buyer does not assume and shall not be obligated to pay, perform, or discharge any of Seller's obligations, liabilities, agreements, or commitments not specifically assumed by Buyer hereunder (the "Excluded Liabilities"). Seller shall retain, pay, perform and discharge the Excluded Liabilities when due, and shall indemnify and hold Buyer harmless from and against the Excluded Liabilities as provided in the indemnity provisions in this Agreement. Buyer will not be deemed by reason of the execution and delivery of this Agreement or any action taken in connection with the transactions associated with this Agreement (the "Transactions") to have assumed any liabilities, obligations or commitments of Seller of any nature whatsoever, whether accrued, absolute, contingent or otherwise, and whether or not disclosed to Buyer.

4. Purchase Price. The total purchase price for the Assets is ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) (the "Purchase Price"), subject to any adjustments permitted herein, which shall be satisfied by Buyer in the form of a satisfaction and forgiveness of a loan by Buyer to Seller on July 24, 2013 in the same amount as the Purchase Price (the "Loan").

5. Closing of the Agreement. The consummation of the Transactions (the "Closing") shall take place by facsimile or electronic exchange of executed documents, within ten (10) business days after the FCC Order (as defined below) is granted, subject in all events to the satisfaction or waiver of the conditions specified in Sections 12 and 13, provided, however, that in the event any objection or petition is filed opposing the Assignment Application, Buyer may elect to delay Closing until the FCC Order has become Final. "FCC Order" means the order of the FCC consenting to the assignment of the License to Buyer without any conditions that would be materially adverse to Buyer's operation of the Station. "Final" shall mean action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request

for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

6. **Governmental Consents.** The Closing is subject to and conditioned upon issuance of the FCC Order. Pursuant to Sections 10.4 and 11.4 herein, Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Order, and shall promptly provide all information and documents requested by the FCC in connection therewith. Seller and Buyer shall prosecute the FCC Application diligently. If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Order, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment. Seller shall cooperate with Buyer to extend the FCC Order as necessary to allow the Closing to take place in accordance with the provisions hereof. Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to this Agreement or the Transactions.

7. **Seller's Representations and Warranties.** Seller hereby makes the following representations, warranties and covenants, each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

7.1 **Authority.** Seller is duly organized, validly existing and in good standing under the laws of the state of New York and is authorized to do business in the state of Vermont. Seller has the requisite power to carry on its business as it is now being conducted, to own and operate the Station, and to enter into and complete the Transactions. The execution and performance of this Agreement by Seller have been or will be duly authorized and approved by all necessary action of Seller, and will not violate any order, rule, judgment, or decree to which Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound.

7.2 **Station License.** Seller holds the License authorizing operation of the Station, which is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired. No action is pending or threatened by or before the FCC to revoke, suspend, cancel, rescind or modify the License (other than proceedings to amend FCC rules of general applicability) and there is not now issued, outstanding, pending or, to Seller's knowledge, threatened by or before the FCC, any complaint, order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture. The Station is operating in compliance with the License, the Communications Act and the current rules, regulations and policies of the FCC in all material respects.

7.3 **Personal Property Title/Operation Condition.** Seller has valid and marketable title to all of the Assets on *Schedule 1.2*, free and clear of all liens, encumbrances, security interests of any kind. The Assets on *Schedule 1.2* are (i) in good operating condition

and repair, reasonable wear and tear excepted, and currently operating in accordance with the parameters specified on the License, and (ii) transferable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer.

7.4 Transmitter Site/Tower. Seller has the right to use the Station's transmitter site and tower and to assign those rights to Buyer. To Seller's knowledge, its use of the transmitter site and tower is not in violation of any zoning regulations, ordinances, orders or requirements of any state or local governmental authority.

7.5 Insolvency Proceedings. No insolvency proceedings of any kind including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or the Assets are pending or, to Seller's knowledge, threatened, and Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

7.6 Employment Contracts; Labor Compliance. No employee of the Station has, or will as of the Closing Date, have a contract of employment not terminable at will. Seller has, in the conduct of the affairs of the Station, complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, equal employment opportunity, collective bargaining, pension, welfare benefit plans, and the payment of social security and similar taxes.

7.7 Insurance. Seller maintains in force fire, casualty and liability insurance in respect to the Assets and the business and operations of the Station. Such insurance is sufficient to fully cover any fire, casualty or liability losses and Seller will maintain or cause to be maintained such presently existing insurance in force until the Closing. Seller has received no notice from any issuer of any such insurance policies of its intention to cancel, terminate or refuse to renew such policy.

7.8 Environmental. To Seller's knowledge, Seller's activities with respect to the Leased Premises use of which is governed by the Lease have been conducted in material compliance with all federal, state and local statutes, ordinances, rules, regulations and orders, as well as all requirements of common law, all limited as such relate to protection of the environment and as such were in effect during the time Seller has owned the Leased Premises, concerning: (i) those activities; (ii) repairs or construction of any improvements; (iii) manufacturing, processing and/or handling of any materials; (iv) discharges to the air, soil, surface water or groundwater; and (v) the storage, treatment and disposal of any waste at or connected with any activity at the Leased premises, whether inside or outside of any building. No "underground storage tanks" as that term is defined in regulations promulgated by the EPA are used in the operation of the Station or are located, to Seller's knowledge, on the Leased Premises. The operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation

in excess of the radio frequency radiation exposure limits of Section 1.310 of the FCC's rules.

7.9 No Infringement. The operations of the Station do not infringe, and no one has asserted to Seller that such operations infringe, any copyright, patent, trademark, trade name, service mark, or other intellectual property right of any other party.

7.10 Litigation. No judgment and no litigation or proceeding before any court or mediator is presently pending, or to Seller's knowledge, threatened against Seller with respect to the Station or the Assets which might result in any material adverse change in the operation of the Station or would have a material adverse effect on the right, title or interest of Seller in the Assets or would have a material adverse effect on the ownership, use or possession of the Station or the Assets by Buyer or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement.

7.11 Taxes. Seller, by the Closing Date, will have paid and discharged all taxes, assessments, excises and other levies relative to the assets to be sold, which if due and not paid, would interfere with Buyer's full enjoyment of the assets, facilities, licenses and other items conveyed hereunder, excepting such taxes, assessments and other levies which will not be due until the Closing Date or which will be prorated between Seller and Buyer.

7.12 Brokerage. There is no broker or finder or other Person who would have any valid claim through Seller against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the Transactions contemplated hereby as a result of any agreement of, or action taken by, Seller.

7.13 Other Information. None of (a) this Agreement, (b) the schedules attached hereto, or (c) any documents delivered pursuant to the terms of this Agreement, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading.

8. **Buyer's Representations and Warranties.** Buyer hereby makes the following representations, warranties and covenants, each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

8.1 Corporate Existence; Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Vermont and is authorized to do business in the State of Vermont. Buyer has the requisite power to own and operate the Station, and to enter into and complete the Transactions. The execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Buyer is subject or breach any contract, agreement, or other commitment to which Buyer is a party or by which Buyer is bound.

8.2 Buyer Qualified to be Broadcast Licensee. Buyer is legally, financially and otherwise qualified to acquire and operate the Assets consistent with the Communications Act of 1934, as amended, and the rules and regulations of FCC.

8.3 No Conflict. Neither the execution, delivery or performance of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it.

8.4 Litigation. There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding against Buyer and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the Transactions.

8.5 Brokerage. There is no broker or finder or other Person who would have any valid claim through Buyer against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the Transactions as a result of any agreement of, or action taken by, Buyer.

8.6 Other Information. None of (a) this Agreement, or (b) any documents delivered pursuant to the terms of this Agreement, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading.

9. **Survival and Indemnification.** The several representations and warranties of the parties contained herein shall survive the Closing for a period of six (6) months, at which point they shall be of no further force and effect; *provided, however*, that all warranties as to corporate authority and those related to the ownership of the Leased Premises shall survive for such maximum period as permitted by law.

9.1 Buyer's Right to Indemnification. Seller undertakes and agrees to indemnify, defend and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from the breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on the Assets transferred hereunder not specifically excepted herein, and (iii) all liabilities of the Station arising from operations prior to Closing.

9.2 Seller's Right to Indemnification. Buyer undertakes and agrees to indemnify, defend and hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the

covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Buyer, and (ii) Station operations and any actions by Buyer after Closing.

9.3 Procedure.

(a) If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly describing in reasonable detail the nature and basis of the claim and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding in a timely manner, the party seeking indemnification shall be free to dispose of the matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest (subject to the right of the indemnifying party to assume the defense of or opposition to such claim at any time prior to settlement, compromise or final determination thereof).

(b) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such claim.

10. **Covenants of Seller Pending Closing.** Seller covenants and agrees that, between the date hereof and the Closing Date or the termination of this Agreement:

10.1 **Notice of Events.** Seller shall give detailed written notice to Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach, of any of Seller's representations or warranties contained in this Agreement, provided that the provision of such notice shall not change or diminish Seller's representations and

warranties made herein. Further, Seller shall provide written notice to Buyer upon the receipt of any order, decree or complaint restraining the consummation of the transaction contemplated in this Agreement.

10.2 Station Operations. Seller shall ensure that the Station is operated and the Assets maintained in the normal and usual manner in accordance with all material respects with the rules, regulations and policies of the FCC. Seller shall promptly provide a copy to Buyer of any filing by Seller with the FCC, or the receipt of any correspondence or notice from the FCC, with respect to the Station.

10.3 Access/Confidentiality. At the reasonable request of Buyer, and on reasonable advance notice, Seller will give Buyer or representatives of Buyer reasonable access during normal business hours to the Station facilities and any available records of Seller relating to the operation of the Station subject to the condition that Buyer and its counsel, accountants, engineers and other representatives hold in confidence all data and information obtained, except for public record information, and if the Transactions are not consummated as contemplated, continue to hold such non-public information in confidence and return all documents without retaining any copies, and not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase.

10.4. Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the execution of this Agreement, Seller shall, subject to Buyer's fulfillment of its obligations pursuant to Section 11.4, cause to be filed an FCC Form 314 application with the FCC requesting the FCC's written consent to the assignment of the License to Buyer (the "Assignment Application"). Seller shall take all steps necessary to prepare and file the application, and prosecute it to a favorable conclusion. Seller shall promptly provide Buyer with a copy of any pleading, order or other document served on Seller relating to such application. Seller shall furnish all information required of it by the FCC. If Closing occurs hereunder after the FCC Order has been granted, but prior to the FCC Order becoming Final, then Seller's obligations under this section shall survive the Closing until the FCC Order becomes Final. Seller shall bear one-half of the cost of application filing fees relating to the Assignment Application. Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC's "main studio" rules contingent upon grant of the Assignment Application, such waiver to be effective as of the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer's expense.

10.5 Exclusivity. Unless Buyer materially breaches this Agreement and fails to cure the breach during the time period allowed under Section 16.2, Seller will not, from the execution date hereof until either the Closing Date or termination of this Agreement, solicit, initiate, or encourage the submission of any proposal or offer from any person relating to the acquisition of any portion of the Assets (except as permitted hereunder for the replacement of any Asset).

10.6 Disposal of Assets. Seller will not sell or agree to sell or otherwise dispose of the Assets other than in the ordinary course of business and only as such assets are replaced, prior to the Closing Date, by other assets of substantially equal or greater value and utility. Any such disposition of the Assets shall only be after consultation with and approval of Buyer, which shall not be unreasonably withheld.

10.7 Personal Property. Seller shall maintain the Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted).

10.8 Qualifications. Seller shall maintain its qualifications to be the licensee of the Station and the accuracy of the other Representations and Warranties of Seller set forth herein.

11. **Covenants of Buyer Pending Closing.** Buyer covenants and agrees that, between the date hereof and the Closing Date or the termination of this Agreement:

11.1 Notice of Events. Buyer shall give detailed written notice to Seller promptly on learning of the occurrence of any event that would cause or constitute a breach, of any of Buyer's representations or warranties contained in this Agreement, provided that the provision of such notice shall not change or diminish Buyer's representations and warranties made herein. Further, Buyer shall provide written notice to Seller upon the receipt of any order, decree or complaint restraining the consummation of the transaction contemplated in this Agreement.

11.2 Maintain Qualifications. Buyer shall take all actions necessary to maintain its qualifications, and shall not take any action that would render Buyer disqualified, to be broadcast licensee of the Station.

11.3 Confidentiality. Buyer and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained about Seller or the Station hereunder, except for public record information, and if the Transactions are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all documents without retaining any copies, and shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase.

11.4 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the execution of this Agreement, Buyer shall cooperate with Seller to prepare and file the Assignment Application requesting the FCC's written consent to the assignment of the License to Buyer. Buyer shall take all steps necessary to prepare and file the application, and prosecute it to a favorable conclusion. Buyer shall promptly provide Seller with a copy of any pleading, order or other document served on Buyer relating to such application. Buyer shall furnish all information required of it by the FCC. If Closing occurs hereunder after the FCC Order has been granted, but prior to the FCC Order becoming Final, then Buyer's obligations under this section shall survive the Closing until the FCC Order becomes Final. Buyer shall bear one-half of the cost of application filing fees relating to the Assignment

Application. Buyer shall file a request for a waiver of the FCC's "main studio" rules contingent upon grant of the Assignment Application, at Buyer's sole expense.

12. **Conditions Precedent to Seller's Obligations to Close.** The obligation of Seller to consummate this Agreement is subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of each of the following conditions:

12.1 **Representations True; Covenants Fulfilled.** The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (except to the extent changes are contemplated or permitted herein) on and as of the Closing Date, and Buyer shall have performed and complied in all material respects with every covenant or agreement required by this Agreement to be performed or complied with by Buyer prior to the Closing Date.

12.2 **Certification.** Buyer shall have provided Seller with a certificate dated the Closing Date and signed by a duly authorized officer of Buyer certifying that the conditions in Section 13.1 have been satisfied.

12.3 **Closing Documents.** Buyer shall have delivered to Seller all of the documents or items required by Section 14.2.

12.4 **FCC Order.** At the time of the Closing, the FCC Order shall have been issued.

12.5 **No Injunction.** No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Transactions.

13. **Conditions Precedent to Buyer's Obligations to Close.** The obligation of Buyer to consummate this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

13.1 **Representations True; Covenants Fulfilled.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects (except to the extent changes are contemplated or permitted herein) on and as of the Closing Date, and Seller shall have performed and complied in all material respects with every covenant or agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

13.2 **Certification.** Seller shall have provided Buyer with a certificate dated the Closing Date and signed by a duly authorized officer of Seller certifying that the conditions in Section 12.1 have been satisfied.

13.3 **Closing Documents.** Seller shall have delivered to Buyer all of the documents or items required by Section 14.1.

13.4 FCC Order. At the time of the Closing, the FCC Order shall have been issued, provided that if an objection or petition is filed opposing the Assignment Application, at Buyer's option, the FCC Order shall have become Final.

13.5 No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Transactions.

13.6 Main Studio Waiver. The FCC shall have granted Buyer's request for main studio waiver..

14. **Closing Documents and Deliveries**. On the Closing Date:

14.1 Seller shall deliver to Buyer:

(a) The certificate, dated as of the Closing Date, required by Section 12.2;

(b) An assignment transferring all of the interests of Seller in and to the License and all other licenses, permits, and authorizations issued by any other regulatory bodies necessary for the operation of the Station;

(c) A certificate, dated as of the Closing date, of a duly authorized officer of Seller certifying that all necessary corporate or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the Transactions;

(d) A bill of sale conveying to Buyer all of the Personal Property;

(e) One or more assignments assigning to Buyer the Call Letters and Goodwill;

(f) The results of a lien search in Seller's name confirming that no recorded liens or encumbrances exist with respect to the Personal Property; and

(g) The books, records and files referred to in Section 1.4 hereof.

14.2 Buyer shall deliver to Seller:

(a) The Purchase Price, in the form and in the amounts provided for in Section 3 hereof, as same may be adjusted under this Agreement;

(b) The certificate, dated as of the Closing Date, required by Section 13.2; and

(c) A certificate, dated as of the Closing date, of an authorized representative of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the Transactions.

15. **Prorations.**

15.1 **Apportionment of Income and Expense.** Seller shall be entitled to all income received, and shall be responsible for all expenses arising out of, the operations of the Station through the close of business on the Closing Date. Buyer shall be entitled to all income received, and shall be responsible for all expense arising out of, the operations of the Station after the close of business on the Closing Date. All overlapping items of income or expense, including the following, shall be prorated between the Seller and Buyer as of the close of business on the Closing Date.

15.2 **Determination and Payment.** Prorations shall be made and paid, insofar as feasible, on the Closing Date. Prorated amounts agreed upon at the Closing shall be reflected as an adjustment to the Purchase Price to be paid at the Closing. As to Prorations that cannot be made on the Closing Date, within sixty (60) days after the Closing Date, Buyer shall determine all such prorations and shall deliver a statement of its determinations to Seller, which statement shall set forth in reasonable detail the basis for such determinations, and within thirty (30) days thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, cash payment in satisfaction of the net amount due.

16. **Default and Remedies.**

16.1 **Material Breaches.** A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 **Opportunity to Cure.** If either party believes the other to be in default hereunder, the former party shall promptly provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) five (5) business days after the scheduled Closing Date, or (ii) within twenty (20) 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 twenty (20) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section 16, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 **Seller's Remedies.** Buyer recognizes that if this transaction is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem,

the parties agree that if Seller terminates this Agreement due to the default of Buyer, Seller, provided that Seller is not in default and has otherwise complied with Seller's obligations under this Agreement, shall be entitled to liquidated damages in the amount of a reduction of \$5,000 in the amount then remaining on the Loan. The parties agree that this sum shall constitute liquidated damages and shall be in lieu of any other relief to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction.

16.4 **Buyer's Remedies.** Seller agrees that the purchased 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, notwithstanding the provisions of Section 16.2, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to and does 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, *provided, however*, Buyer shall not be entitled to specific performance if it is in material breach of its representations, warranties, covenants and agreements under this Agreement or if it fails to obtain necessary regulatory approvals pursuant to this Agreement. Alternatively, Buyer shall have the right to terminate this Agreement as a result of Seller's material default in lieu of seeking specific performance (if not cured within the cure periods set forth in Section 16.2).

17. **Risk of Loss or Damage.** The risk of loss or damage to the Assets shall be upon Seller at all times prior to Closing and Buyer shall bear the risk of loss or damage thereafter. In the event of such loss or damage, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the Closing Date. If damage has occurred and such relief or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Closing in which event Seller shall pay to Buyer the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall, to the extent assignable, assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration. If the parties are unable to agree upon the costs of such repairs, the matter shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision as to the costs shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer; or

(b) elect to postpone the Closing Date for a period of up to sixty (60) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement. If the parties disagree as to whether the property has been adequately repaired, replaced or

restored, the matter shall be referred to a mutually-acceptable qualified consulting communications engineer, who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

18. **Failure of Broadcast Transmission.** If regular broadcast transmissions by the Station in the normal and usual manner are interrupted or discontinued, for more than twenty-four (24) hours in a single occurrence, or if the Station is operated at less than eighty percent (80%) of its licensed operating or effective radiated power, as the case may be, Seller shall give prompt written notice thereof to Buyer. If prior to Closing, the Station is off the air or operating at power outside the tolerance permitted by the FCC's rules (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return the Station to the air (or to tolerance) as promptly as practicable in the ordinary course of business. Notwithstanding anything herein to the contrary, if on the day otherwise scheduled for Closing, there is a Broadcast Interruption of the Station that has a material adverse effect on the Station, then Closing shall be postponed until the date five (5) business days after the Station returns to the air or to tolerance in all material respects.

19. **Termination of Agreement.** In addition to any other termination rights set forth herein, this Agreement may be terminated at any time on or before the Closing Date: (a) by the mutual written consent of Seller and Buyer; (b) by either party hereto if the Closing has not taken place within twelve (12) months after the date on which the Assignment Application is accepted for filing, *provided* that the party seeking termination has not materially contributed to the reason or basis for the FCC's delay; (c) by either party if, for any reason, the Assignment Application is designated for hearing by the FCC; *provided, however*, that the party giving such notice is not in default under the terms of this Agreement, (d) by Buyer if Seller has not satisfied the conditions set forth in Section 13 and Buyer has satisfied or is prepared (but for Seller's defaults) to satisfy the conditions of Section 12; and (e) by Seller if Buyer has not satisfied the conditions set forth in Section 12 and Seller has satisfied or is prepared (but for Buyer's defaults) to satisfy the conditions of Section 13. A termination pursuant to this Section 19 shall not relieve any party of any liability it would otherwise have for a willful breach of this Agreement. Further, a termination of this Agreement for any reason will not affect the balance due to Seller under the Loan.

20. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after mailing by U.S. certified mail, postage prepaid, with return receipt requested, and addressed as follows (or to any other address as any party may request by written notice):

If to Buyer: Christian Ministries, Inc.
PO Box 8310
Essex, VT 05451

with copy to (which shall not constitute notice):

Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
985.629.0777 (tel)
985.629.0778 (facsimile)

If to Seller: Northeast Gospel Broadcasting, Inc.
65 King Road
Buskirk, NY 12028-0036

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the Transactions except as expressly set forth in this Agreement. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

22. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

23. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

24. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

25. **Severability.** In case any one or more of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any material respect by a court or governmental authority, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

26. **Choice of Laws and Venue.** This Agreement and issues related to its validity, interpretation, performance and enforcement shall be governed by the laws of the state of Vermont, without giving effect to the conflicts of laws principles thereof which would apply the laws of another jurisdiction.

27. **Bulk Sales.** Seller shall be solely responsible for any bulk sales or other taxes arising from the sale of the Assets and will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

28. **Benefit; Assignment.** This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights and obligations hereunder without the other party's written consent, except that Seller may do so by way of liquidating distribution. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

29. **Fees and Expenses.** Except as specifically otherwise provided herein, Buyer and Seller shall each pay their own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all Transactions.

30. **Public Announcements.** Prior to Closing, no party hereto, except as otherwise required by law, shall make or authorize any other person to make any public announcement relating to any aspect of the Transactions without having first consulted with the other party concerning the requirement for, and timing and content of, such public announcement and having received their prior written consent thereto.

31. **Confidentiality.** Each party and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained regarding the other party and the Station's business and properties, except for public record information, and if the Transactions are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all information and documents without retaining any copies thereof, and further Buyer (and its representatives) shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase, or induce or attempt to persuade any of Seller's employees not to be employed by, or to terminate their employment with Seller at anytime.

32. **Assurances.** After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the Transactions.

33. **Control of Station Pending Closing.** This Agreement shall not be consummated until after the FCC has given its written consent thereto, and 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 operation of the Station. Such operation shall be the sole responsibility of Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

NORTHEAST GOSPEL ASSOCIATION, INC.

By:
Title:

CHRISTIAN MINISTRIES, INC.

By:
Title:

28. **Benefit; Assignment.** This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights and obligations hereunder without the other party's written consent, except that Seller may do so by way of liquidating distribution. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

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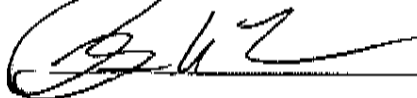
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

NORTHEAST GOSPEL ASSOCIATION, INC.



By: *Brian A. Larson*
Title: *President*

CHRISTIAN MINISTRIES, INC.

By:
Title:

By:
Title:

CHRISTIAN MINISTRIES, INC.

Richard A. McClary
By: Richard McClary
Title: General Manager

Exhibit 1.1
FCC Licenses and Other Authorizations

License / Authorization	Issuing Entity	Expiration Date
BLED-20111207AAJ	FCC	April 1, 2014

Exhibit 1.2
Personal Property

500 Watt PTEK Transmitter

Transmit Antenna

Transmission line/cable (approx 60 feet)

Optimod