

## W247AQ ASSET PURCHASE AGREEMENT

THIS W247AQ ASSET PURCHASE AGREEMENT (this "Agreement") is made this 15 day of June, 2015 (the "effective date") by and between Reach Communications, Inc. a Florida non-profit Corporation (" the "SELLER"), and Sun Broadcasting, Inc., a Florida Corporation ("the "BUYER") each a "Party" and collectively the "Parties".

### RECITALS:

A. SELLER holds the license for translator W247AQ, Tropical Gulf Acres, Florida (FCC Facility ID No. 139101) (hereinafter "SELLER Translator").

B. With FCC Consent (as hereinafter defined), SELLER desires to assign to BUYER, and BUYER desires to acquire from SELLER the license for the SELLER Translator in accordance with all the terms and subject to the conditions set forth in this agreement.

NOW THEREFORE, in consideration of the Recitals and mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### ARTICLE I DEFINITIONS

1.1 **Definitions:** Except as specified otherwise, when used in this agreement, the following terms shall have the meanings specified:

1.1.1. "Agreement" shall mean this Asset Purchase Agreement, together with the Schedules and Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof.

1.1.2 "Business Day" shall mean any calendar day, excluding Saturdays and Sundays, on which federally chartered banks in the city of Fort Lauderdale, Florida, are regularly open for business.

1.1.3 "Closing" shall mean the conference to be held at 10:00 AM Eastern Time, and at such a place as SELLER selects, on the Closing Date at which time the transactions contemplated by this Agreement shall be consummated as indicated herein. At the election of BUYER and SELLER, the Closing may be performed by mail, electronically and/or by courier service.

1.1.4 "Closing Date" shall mean a date mutually agreed upon by BUYER and SELLER, within ten (10) business days of the initial grant of the FCC Consent (as hereinafter defined), on which the Closing will take place. Notwithstanding the forgoing, in the event a petition to deny or an informal objection is filed against the sale of the Station, the parties agree that the transaction closing date shall take place within ten (10) business days of FCC Final Order.

1.1.5 "FCC" shall mean the Federal Communications Commission.

1.1.6 "FCC Consent" for or related to the SELLER Translator license shall be action by the FCC granting its consent to the assignment of the license from SELLER to BUYER.

1.1.7 "Final Order" shall mean an FCC approval or grant of the assignments as contemplated in this Agreement with respect to which no action, request for stay, petition for rehearing or reconsideration, appeal or review by the FCC on its own motion is pending and as to which the time for filing or initiation of any such request, petition, appeal, or review has expired.

1.1.8 "Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, including any

agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the Uniform Commercial Code of the State of Florida or comparable law of any jurisdiction;

1.1.9 "Person" shall mean any natural person, general or limited partnership, corporation, limited liability company, or other entity.

1.1.10 "Schedules" shall mean those schedules referred to in this Agreement which have been delivered concurrently with the execution of this Agreement.

1.1.11 "SELLER License" shall mean the permit or authorizations issued by the FCC to SELLER respecting the SELLER Translator exclusively, and for the operation of the SELLER Translator as listed in Schedule A, and any additions to or modifications thereof between the date hereof and Closing.

1.1.12 "SELLER Equipment" shall mean any item listed in Schedule B.

1.1.13 "SELLER Purchased Assets" shall mean the right, title and interest of SELLER in and to certain assets used or held for use by SELLER in the operation of the SELLER Translator, limited to (a) the SELLER License, (b) the SELLER Equipment, (c) the SELLER Records and (d) the SELLER Tower Lease, excluding all of SELLER's cash and accounts receivable.

1.1.14 "SELLER Records" shall mean files and records, including technical information and engineering data and FCC logs relating to the SELLER Translator; provided, however, that the SELLER Records shall not include the financial records of SELLER or records of other businesses or activities of SELLER.

1.1.15 "SELLER Tower Lease" shall mean the License Agreement identified in Schedule C.

**1.2 Singular / Plural – Gender:** Where the context so requires or permits, the use of the singular from includes the plural, and the use of the plural form includes the singular, and the use of the gender includes any and all genders. Except as specifically set forth herein, all Section and Article references are to Sections and Articles of this agreement.

## **ARTICLE II PURCHASE AND SALE**

**2.1 Purchase and Sale:** At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, SELLER shall sell, assign, convey, transfer and deliver to BUYER, and BUYER shall purchase all of SELLER's right, title and interest, legal and equitable, in and to the SELLER Purchased assets.

**2.2 Consideration:** The monetary consideration for the assets (the "Purchase Price") shall be the amount of Thirty-Five Thousand Dollars (\$35,000.00), payable as follows:

(a) Upon the Asset Purchase Agreement signing by both parties, the BUYER will then provide an escrow in the amount of **Five Thousand Dollars (\$5,000.00)** ("Deposit"). This Deposit will be placed with Patrick Communications as "Escrow Agent" in an escrow account until the Closing occurs, in accordance with an Escrow Agreement substantially in the form of Schedule D hereto. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price.

(b) On the Closing Date, BUYER will pay to SELLER the sum of **Thirty Thousand Dollars (\$30,000.00)** in cash. This amount shall be paid via wire to an account designated by SELLER.

(c) In addition to the Purchase Price, BUYER agrees to pay the fees assessed by SELLER's broker, Patrick Communications ("SELLER's Broker"), directly to SELLER's Broker on the Closing Date, in accordance with instructions issued by SELLER's Broker.

**2.3 Closing Date Deliveries:** At the Closing, SELLER shall deliver, or cause to be delivered, to BUYER the following, properly executed and delivered as of the Closing Date: (i) an FCC assignment of the SELLER License; (ii) a bill of sale for the Seller Equipment; (iii) an assignment and assumption of the SELLER Tower Lease; (iv) instructions to the Escrow Agent to release the Deposit; and (v) such other reasonable documentation as BUYER reasonably may request. At the Closing, BUYER shall deliver, or cause to be delivered, to SELLER, the Purchase Price, in accordance with Section 2.2 hereof, and the following, properly executed and delivered as of the Closing Date: (i) an assumption of the SELLER License; (ii) an assignment and assumption of the SELLER Tower Lease; (iii) instructions to the Escrow Agent to release the Deposit; (iv) evidence, in form and substance reasonably acceptable to SELLER, that BUYER has tendered to SELLER's Broker such Broker's fees; and (v) such other reasonable documentation as SELLER reasonably may request.

**2.4 Adjustments to Purchase Price:**

(a) **Prorations:** At the Closing the parties shall make all necessary prorations included but not limited to taxes, rent and utility charges. Income and expenses arising from the operation of the SELLER Translator until 11:59 p.m. on the day of Closing shall be for the account of Seller and thereafter for the account of Buyer.

(b) **Disputes:** In the event of any disputes between the parties as to any adjustments under this Section, the amounts not in dispute will be paid at the time provided herein and the dispute will be resolved by an independent Certified Public Accountant ("CPA") who shall be jointly selected by the parties within (30) thirty days after the Closing or after the final settlement on prorations, as the case may be. The decision of the CPA will be binding on each of the parties and enforceable by a court of competent jurisdiction. The fees and expenses of the CPA will be paid one-half by BUYER and one-half by SELLER.

**2.5 Non-Assumption of Liabilities of SELLER:** BUYER does not and shall not assume or become obligated to pay any debt, obligation of any kind or nature of SELLER or the SELLER Translator, except for the assumed liabilities or other such obligations, debts or charges as are specifically allocated to BUYER elsewhere in this Agreement.

**ARTICLE III  
GOVERNMENTAL APPROVALS AND CONTROL OF STATION**

**3.1 FCC Consent:** It is specifically understood and agreed by the Parties that the Closing shall be in all respects subject to, and conditioned upon, the receipt of prior FCC Consent. The Parties shall prepare and file with the FCC as soon as is reasonably practicable, but in no event later than ninety (90) days after the execution of this Agreement, all requisite applications and other necessary instruments and documents to request the FCC Consent. The Parties shall prosecute such applications with all reasonable diligence and take all steps necessary to obtain the requisite FCC Consent.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER**

BUYER represents and warrants to SELLER (as of the date hereof and as of the Closing Date) as follows:

**4.1. Organization:** BUYER is a corporation in good standing under the laws of its state of incorporation. BUYER has the power and authority to own, lease and operate the SELLER Purchased Assets and to conduct business as it is now being conducted. BUYER has the full corporate power to purchase the SELLER Purchased Assets pursuant to this agreement.

**4.2. Authorization; Enforceability:** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by BUYER are within the power of BUYER. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by BUYER, the valid and binding obligations of BUYER, enforceable against BUYER in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect effecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**4.3 Qualifications.** BUYER is legally, technically and financially qualified to hold the SELLER License, and BUYER knows of no reason why the FCC would not grant an assignment of the SELLER License to BUYER. BUYER is financially qualified to perform all of its obligations hereunder, and to assume and perform the obligations and liabilities to be assumed hereunder from and after the Closing Date.

**4.4. Representations as of the Closing Date:** BUYER's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representation and warranties were made as of that date, except for representations and warranties that are made subject or limited to a specific date, which need only be true as of such date or as otherwise provided by this Agreement.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER**

SELLER represents and warrants to BUYER (as of the date hereof and as of the Closing Date) as follows:

**5.1 Organization:** SELLER a corporation in good standing under the laws of its state of incorporation. SELLER has the power and authority to own, lease and operate the SELLER Purchased Assets and to conduct the business of the SELLER Translator as it is now being conducted.

**5.2 Authorization; Enforceability:** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by SELLER are within the power of SELLER. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by SELLER, the valid and binding obligations of SELLER, enforceable against SELLER in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect effecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**5.3 Title to Purchased Assets; Liens and Encumbrances:** SELLER owns good and marketable title, or has a valid leasehold, in all of the SELLER Purchased Assets free and clear of any and all Liens, except as otherwise disclosed herein or in the Schedules hereto.

**5.4 Governmental Authorizations:** SELLER holds, and on the Closing Date SELLER will hold, a valid SELLER License or Licenses from the FCC to operate or construct the SELLER Translator. Schedule A includes a true and complete list of the SELLER License(s). The SELLER License is in full force and effect and SELLER is the authorized legal holder thereof. As of the date hereof, no action or proceeding is pending or threatened before the FCC or any other governmental

authority to revoke, refuse to renew or modify such SELLER License or other authorizations of the SELLER Translator.

**5.5 Representations as of the Closing Date:** SELLER's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representation and warranties were made as of that date, except for representations and warranties that are made subject or limited to a specific date, which need only be true as of such date or as otherwise provided by this Agreement, and any representations or warranties that are affected by a modification application filed pursuant to Section 6.1(c).

## **ARTICLE VI CERTAIN MATTERS PENDING THE CLOSING**

From and after the date of this Agreement and until the Closing (unless otherwise provided herein):

**6.1 SELLER Operations Pending Closing:** SELLER shall, after the date hereof and prior to Closing:

- (a) Hold the SELLER License in materially accordance with all applicable FCC requirements, rules and regulations;
- (b) Not sell, lease, mortgage, pledge or otherwise dispose of any of the SELLER Purchased Assets except for transactions in the ordinary and regular course of the operation of the SELLER Translator; and
- (c) Reasonably cooperate with BUYER, at BUYER's sole expense, in any FCC applications to modify the SELLER License for BUYER's future use. BUYER will create on the FCC's Consolidated Data Base System (CDBS) a special account and password. From time to time, and as often as required prior to the Closing, BUYER will upload to the account an application or applications on FCC Form 349 to modify the SELLER Translator facilities and provide the account number and password to SELLER. SELLER will review the application and file it. Should the application be granted prior to the Closing, the (i) BUYER will assist SELLER in the construction of the facility described in the FCC Form 349, such construction to be at BUYER's sole expense and without any expense whatsoever to Seller; (ii) upon completion of the construction, BUYER will prepare and upload to CDBS FCC Form 350, and (iii) SELLER, at no expense to SELLER but at BUYER's sole expense, will file the form upon the reasonable request of BUYER. BUYER will assume and pay all costs associated with preparation of the application or applications. In no event will the filing of a modification under this Section delay the filing of the application for the FCC Consent beyond the ninety-day period provided in Section 3.1, nor shall any such modification be a condition to Closing. In the event that the SELLER Translator is modified pursuant to this paragraph, and the sale contemplated hereby fails to close for any reason whatsoever, then at SELLER's request, BUYER will cooperate with SELLER, at BUYER's sole expense, to restore the SELLER Translator to the *status quo ante*.

**6.2 Consents:** BUYER shall obtain all consents and approvals required from third Persons, whose consent or approval is required in order to assign the SELLER Tower Lease from SELLER prior to the Closing Date. In the event that BUYER wishes to relocate the Translator pursuant to a modification filed under Section 6.1(c), BUYER shall bear all costs associated with terminating the SELLER Tower Site Lease, including without limitation all termination penalties.

**6.3 Cooperation:** BUYER and SELLER will reasonably cooperate in all respects in connection with: (a) securing any non-governmental approvals, consents and waivers required of third Parties, and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority, required by law in connection with the transfer of the SELLER Purchased Assets from SELLER to BUYER.

**ARTICLE VII**  
**CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER**

Each and every obligation of SELLER to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

**7.1 Compliance with Agreement:** BUYER shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with prior to or at the Closing.

**7.2 Representations and Warranties:** The representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects as of the closing date with the same force and effect as though such warranties and representations were made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**7.3 Deliveries at Closing:** BUYER shall have tendered the Purchase Price and delivered or cause to be delivered to SELLER any closing documents, each properly executed and dated as of the Closing Date as required pursuant to Section 2.3 (as applicable).

**7.4 Absence of Proceedings:** There shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceedings before or by any commission, agency or other administrative or regulatory body or authority restraining or prohibiting, this Agreement or the consummation of the transactions contemplated hereby.

**8.5 Governmental Consents:** The FCC Consent shall have been issued, and subject to the conditions of Section 1.1.4, shall be in full force and effect. All other authorizations, consents and approvals of any kind and all governmental regulatory authorities necessary in conjunction with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

If any of the conditions set forth in this Article VII have not been satisfied (except for the receipt of the FCC Consent), SELLER may, in its sole discretion, nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

**ARTICLE VIII**  
**CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER**

Each and every obligation of BUYER to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

**8.1 Compliance with Agreement:** SELLER shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with prior to or at the Closing.

**8.2 Representations and Warranties:** The representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects as of the closing date with the same force and effect as though such warranties and representations were made on the Closing Date, except for changes permitted or contemplated by this Agreement. For the avoidance of doubt, this condition shall be deemed to have been met to the extent that any representation or warranty, or any facts underlying the same, shall have been affected by a modification application pursuant to Section 6.1(c) hereof.

**8.3 Deliveries at Closing:** SELLER shall have delivered or cause to be delivered to BUYER any closing documents, each properly executed and dated as of the Closing Date as required pursuant to Section 2.3.

**8.4 Absence of Investigations and Proceedings:** Except for governmental investigations relating to the broadcast industry, generally there shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceedings before or by any commission, agency or other administrative or regulatory body or authority pending to which relate to the (a) SELLER Translator or SELLER Purchased Assets and (b) SELLER, including any with respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of BUYER to operate the SELLER Translator or to use or acquire the SELLER Purchased Assets in the same manner as operated and used by SELLER. Without limiting the generality of the foregoing, no action or proceeding shall be pending before the FCC or any governmental authority to revoke, modify in any material respect or refuse to renew the SELLER License. No suit, action or other proceeding shall be pending before any court or governmental authority in which it is sought to restrain or prohibit, or obtain any damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

**8.5 Governmental Consents:** The FCC Consent shall have been issued, and subject to the conditions of Section 1.1.4, shall be in full force and effect and contain no provision materially adverse to BUYER. All other authorizations, consents and approvals of any kind and all governmental regulatory authorities necessary in conjunction with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

If any of the conditions set forth in this Article VIII have not been satisfied (except for the receipt of the FCC Consent), BUYER may, in its sole discretion, nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

## **ARTICLE IX SURVIVAL; INDEMNIFICATION; TERMINATIONS**

**9.1 Survival.** The respective representations and warranties of each of the parties to this Agreement shall expire upon the Closing.

**9.2 Indemnification.** Neither party shall be entitled to indemnification pursuant to this Agreement.

**9.3 Termination.** Either party may terminate this Agreement if the Closing has not occurred within 180 days following the date of this Agreement, provided that the party seeking termination shall not be in default or breach of any of its material obligations under this Agreement. If either party is in breach hereunder, and such breach is not cured as provided for in Section 9.4, then the non-breaching party may terminate this Agreement upon written notice. Termination of this Agreement shall not relieve any party of any liability it would otherwise have for a breach or default under this Agreement.

**9.4 Cure Period:** No breach shall become a material breach unless the breaching party fails to remedy such breach within fifteen (15) business days of written notice of breach.

**9.5 Remedies.** (a) Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby.

(b) Upon termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be payment of the Deposit, including all interest earned thereon, to Seller as liquidated damages; provided, however, that in the event that modifications to the Translator have been made in accordance with Section 6.1(c) hereof, or the SELLER Tower Lease has been terminated prior to Closing in connection with any

such modification, and BUYER fails to restore SELLER to the *status quo ante* upon termination, then SELLER shall be entitled to recover all costs associated with, related to or arising out of restoring its facilities to the *status quo ante*, or as near as possible thereto, including without limitation, fees of SELLER's attorneys, consulting engineers and installers, and security deposits and increases in rent over the amount paid under the SELLER Tower Lease in connection with any new site lease required to restore SELLER to or near the *status quo ante*.

## **ARTICLE X MISCELLANEOUS**

**10.1 Entire Agreement; Amendment; and Waiver:** This Agreement, the Escrow Agreement and the documents required to be delivered pursuant hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth or referenced herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, unless expressly provided.

**10.2 Expenses:** Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the Parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement and consummation of the transactions contemplated hereby. Each Party will be responsible for one half (1/2) of any fees assessed by the FCC in connection with the filing of the application for FCC Consent and for one-half (1/2) of any fees or costs assessed by the Escrow Agent or its bank in connection with the transactions contemplated hereunder.

**10.3 Benefit; Assignment:** This Agreement shall be binding upon and endure to the benefit of and shall be enforceable by SELLER and BUYER and their respective proper successors and assigns. This Agreement (and any rights, obligations or liabilities hereunder) may not be assigned or delegated in whole or in part by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Provided, however, either Party may assign this Agreement to an entity which is more than fifty-one percent (51%) owned by or consists of essentially the same Persons as such party, provided such party continues to be fully obligated hereunder.

**10.4 Notices:** All communications or notices required or permitted under this Agreement shall be in writing or by electronic means (*i.e.*, via e-mail and/or telephonic facsimile), or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by electronic means (with an electronic transmission receipt confirmation being deemed conclusive evidence of such dispatch), and shall be deemed to have been given (i) on the date of personal delivery to an officer or designated agent of the other party, or (ii) if sent by electronic transmission, on the date of such transmission receipt confirmation, and in each case addressed to the parties, at the physical or e-mail address, or facsimile number, shown below, unless such address or number is changed by written request:

**If to SELLER:** Reach Communications, Inc.  
2401 W. Cypress Creek Road  
Ft. Lauderdale, FL 33309  
Attention: Rick Reynolds



Facsimile: 954-315-4300

With a copy (which shall not constitute notice) to:

Paul R. Alfieri  
Calvary Chapel Ft. Lauderdale  
General Counsel  
2401 W. Cypress Creek Road  
Ft. Lauderdale, FL 33309  
Facsimile: 954-301-2622

And to:

Dawn M. Sciarrino, Esq.  
Sciarrino & Shubert, PLLC  
5425 Tree Line Drive  
Centreville, VA 20120  
Facsimile: 703-991-7120

**If to BUYER:** Sun Broadcasting, Inc.  
2824 Palm Beach Blvd.  
Fort Myers, FL 33916  
Attention: James Schwartzel  
Email: jim.schwartzel@sbroadcast.com

**10.5 Counterparts; Headings:** This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same Agreement. This agreement may be executed and delivered in counterpart signature pages executed and delivered by facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes. Any Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part thereof.

**10.6 Judicial Interpretation:** Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by the reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it is being agreed that the agents of each party have participated in the preparation hereof.

**10.7 Saturdays, Sundays and Legal Holidays:** If the time period by which any acts or payments required hereunder must be performed or paid expenses on a Saturday, Sunday or Legal Holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled Business Day.

**10.8 Governing Law:** This Agreement shall be construed and interpreted according to the laws of the State of Florida, without regard to the conflict of law principles thereof.

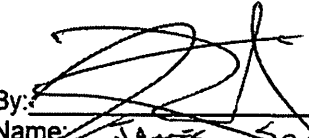
*--SIGNATURE PAGE FOLLOWS --*

**IN WITNESS WHEREOF**, the parties have executed this W247AQ Asset Purchase Agreement as of the day and year first above written.

**Reach Communications, Inc.**

By:   
Name: Rod Percy  
Title: Vice President

**Sun Broadcasting, Inc.**

By:   
Name: JAMES SCHWARZER  
Title: PRESIDENT