

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), is dated as of February 25, 2020, ("Effective Date") by and between **UNITED STATES CP, LLC** ("Seller"), a Delaware limited liability company and **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit religious corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of radio station KFVR-FM, Channel 285, Rye, Colorado (FCC Facility Id. 164276) (the "Station") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC");

WHEREAS, contemporaneously herewith, Buyer and Seller are entering into a Network Affiliation Agreement (the "Affiliation Agreement") relating to the Station; and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain assets owned or leased by Seller and used or useful in connection with the operation of the Station;

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

1. Assets and Liabilities.

(a) On the Closing Date (as defined below), Seller shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, used in connection with the operation of the Station and which are specifically described below, but excluding the Excluded Assets described in subparagraph (d) below, (collectively, the "Assets");

(i) Seller's antennas, transmitters, equipment, machinery and other tangible personal property used in the conduct of the business or operations of the Station's transmission facilities, as identified on Schedule 1(a)(i) hereto (collectively, the "Tangible Personal Property"), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date.

(ii) all of the licenses, permits and other authorizations issued by the FCC (including, but not limited to, the FCC Authorizations), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the operation of the Station, including those identified on Schedule 1(a)(ii) hereto (collectively, the "Licenses").

(iii) all of Seller's logs, books, files, data, FCC and other governmental applications, Tangible Personal Property manuals and assignable warranties, and other records relating to operation of the Station, including, without limitation, all electronic data processing

files and systems related thereto, FCC filings and all records required by the FCC to be kept by the Station, including, but not limited to, the Station's public inspection file.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), except (i) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings; and (ii) liens or mortgages, in each case that will be released on or before the Closing or otherwise satisfied by Seller with Buyer's consent ("Permitted Liens").

(c) Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement, or any other liabilities of Seller for which Buyer receives a credit under Section 2(c) (collectively, the "Assumed Liabilities"). All liabilities, except for the Assumed Liabilities, shall be retained by Seller and are referred to herein as the "Retained Liabilities". Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station's employees, (iii) any liability or obligation of Seller arising with respect to the Real Property Lease (defined below), or (iv) any liability or obligation of Seller arising under any other contracts related to the Station.

(d) The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) any and all cash, cash equivalents, cash deposits to secure contract obligations and all other accounts receivable, bank deposits and securities held by Seller in respect of the Station at the Closing Date.

(ii) any and all claims of Seller with respect to transactions prior to the Closing.

(iii) all prepaid expenses.

(iv) all contracts of insurance and claims against insurers.

(v) all employee benefit plans and the assets thereof and all employment contracts.

(vi) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements.

(vii) all tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business.

(viii) all of Seller's interest in and to the lease listed in Schedule 1(d)(viii) hereto ("Real Property Lease") including any appurtenant easements and improvements located thereon used in connection with the Station's transmitter site location ("Leased Property").

(ix) Seller's corporate records.

(x) all commitments, contracts, leases and agreements except to the extent that they are specifically assumed in this Agreement.

(xi) Seller's trademarks and logos.

(xii) all of Seller's advertising contracts and advertiser/customer lists.

(xiii) studio equipment of Seller as well as the equipment listed on Schedule 1(d)(xiii).

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date, Buyer shall pay to Seller the aggregate sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Purchase Price"), which shall be paid by Buyer by wire transfer of same day federal funds to an account designated by Seller at least two (2) business days before the Closing Date.

(b) Within two (2) business days after execution of this Agreement, Buyer shall deliver to Seller the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to be held by Seller as an earnest money deposit (the "Deposit"). The Deposit will be credited against the Purchase Price at Closing or held by Seller as liquidated damages, and not as a penalty, in the event the transaction contemplated herein does not close as a result of a material breach by Buyer. In all other events the Deposit shall be returned to Buyer.

(c) Subject to any contrary obligation in the Affiliation Agreement, the parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time on the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges; FCC regulatory fees and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

3. FCC Consent; FCC Applications.

(a) At a date not later than ten (10) business days after the Effective Date, Buyer and Seller shall execute, file and diligently prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Buyer and Seller shall take all

reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full, provided, however, that neither Seller nor Buyer will be required to participate in a trial-type hearing before the FCC or a judicial appeal from any adverse FCC action.

(b) Seller agrees to reasonably cooperate with Buyer in connection with the filing of an application by Buyer to modify the FCC Authorizations for the Station to specify operation as a non-commercial facility ("Non-Commercial Application"), with such modification to be effective on or after the Closing Date, so long as the Non-Commercial Application is filed on a basis that is contingent and effective only upon a prior Closing and does not adversely affect the operations of Seller. The grant of the Non-Commercial Application shall not be a condition to Closing hereunder. The Non-Commercial Application shall be made and prosecution thereof shall be conducted solely at Buyer's expense. Seller will provide a written statement to Buyer authorizing the filing of the Non-Commercial Application as required by FCC rules.

4. **Closing Date; Closing Place.** The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on a date fixed by Buyer (the "Closing Date"), which such date shall be no later than ten (10) days following the date on which the FCC Consent shall have been granted by Final Order and the other conditions to closing set forth in Section 8 have either been waived or satisfied. For purposes of this Agreement, "Final Order" means an FCC Consent (a) that is no longer subject to review, set aside, or rehearing by the FCC or any court, and (b) that has received no timely requests for stay, petition for rehearing or appeal. The Closing shall take place remotely by email, or in such other manner and at such other place as the parties may agree in writing.

5. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer:

(a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and the Affiliation Agreement have been duly and validly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms.

(b) The execution, delivery, and performance of this Agreement, and the Affiliation Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and

which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) Schedule 1(a)(i) hereto contains a complete and accurate list of the Tangible Personal Property that is necessary to conduct the operation of the Station in the manner in which it is currently operated (other than those assets which are Excluded Assets) and will be acquired by Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each item of Tangible Personal Property (i) is in good operating condition (reasonable wear and tear excepted) and is not in need of any material repair, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, and (iii) is operating in substantial compliance with all Licenses, including, but not limited to, the FCC Authorizations and rules and regulations of all relevant federal, state and local governments, agencies, or departments, including, but not limited to, the FCC.

(d) No item of Tangible Personal Property contains any Hazardous Materials. As used in this Agreement, "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect ("Environmental Laws"). Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof).

(e) Schedule 1(a)(ii) contains a true and complete list of the FCC Authorizations and all other Licenses that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. Seller lawfully holds each of the FCC Authorizations and Licenses listed on Schedule 1(a)(ii). Except as set forth in Schedule 1(a)(ii), Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all applicable rules, regulations and policies of the FCC (collectively, the "Communications Laws"), including that on the Closing Date, the Station will be transmitting at no less than ninety percent (90%) of its authorized power. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations or Licenses, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 1(a)(ii), all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance.

(f) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens (other than Permitted Liens) and Buyer will assume the Assumed Liabilities.

(g) Buyer shall have no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(h) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller. In the event any broker claims to be owed a commission with respect to this transaction on account of the actions of Seller, Seller shall be solely responsible for any amounts which may ultimately be owed to such broker.

(i) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller. To the best of Seller's knowledge, with respect to the Station, Seller has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(j) With respect to the Leased Property, Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all Environmental Laws relating to the discharge of air pollutants, water pollutants or processed waste water, Hazardous Materials, or toxic substances, or otherwise relating to the environment, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and Environmental Laws with respect to the Leased Property and the Station.

(k) There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all Tangible Personal Property in commercially reasonable amounts sufficient to repair or replace the applicable Assets.

(l) Seller has duly, timely, and in the required manner filed all federal, state, and local, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date which, if not filed or paid as the case might be would interfere with Buyer's full use and enjoyment of the Assets after the Closing Date. No event has occurred which imposes on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) Except for administrative rulemaking or other proceedings of general applicability to the radio broadcast industry: (i) there is no proceeding or investigation of any nature pending or, to the best of Seller's knowledge, threatened against Seller (in relation to the Station), the

Station or the FCC Authorizations or affecting the same; and (ii) no writ, decree, or similar instrument has been rendered or is pending against Seller which would materially and adversely affect the Assets or Seller's ability to perform under this Agreement.

(n) On or before the Closing Date, Seller shall furnish to Buyer revised schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Assets.

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer is a non-profit, religious corporation duly organized, validly existing and in good standing under the laws of the State of California and the State of Colorado, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) There is no broker or finder or other person, who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Buyer. In the event any broker claims to be owed a commission with respect to this transaction on account of the actions of Buyer, Buyer shall be solely responsible for any amounts which may ultimately be owed to such broker.

(d) Buyer is legally, technically, and financially qualified to hold the Licenses for and to operate the Station. To Buyer's knowledge, there is no investigation or inquiry in progress at the FCC that might delay approval of Buyer to be the licensee of the Station.

7. Covenants.

Except as otherwise provided in the Affiliation Agreement:

(a) Seller covenants with Buyer that, between the Effective Date and the Closing Date, Seller shall act in accordance with the following:

(i) Seller shall maintain any Tangible Personal Property listed in Schedule 1(a)(i) in accordance with standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Seller shall maintain the Station in accordance with the terms of the Licenses and in material compliance with all applicable laws, rules, and regulations. Seller shall deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the Effective Date and the Closing Date. Except as otherwise approved by Buyer or contemplated on Schedule 1(a)(ii), including any filings to resume operations at the Station, Seller shall not file any application to modify the Station's facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect.

(iii) Seller shall maintain insurance on all of the Tangible Personal Property in such amounts as necessary to repair or rebuild the applicable Tangible Personal Property.

(iv) Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets.

(v) Seller shall afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer, its prospective financing sources and its and their respective officers, employees, advisors and agents reasonable access during regular business hours to Seller's officers, employees, independent contractors, agents, properties, records and contracts relating to the Assets, and shall furnish Buyer all operating and other data and information with respect to the Assets as Buyer, through its respective officers, employees, advisors or agents, may reasonably request.

(vi) Seller shall be in material compliance with all federal, state and local laws, rules and regulations with respect to operation of the Station.

(b) Subject to the terms and conditions of this Agreement, each of the parties hereto will use commercially reasonable efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement, provided, however, that neither Seller nor Buyer will be required to participate in a trial-type hearing before the FCC or a judicial appeal from any adverse FCC action.

8. Conditions Precedent to Obligation to Close.

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

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

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been granted and shall have become a Final Order.

(iv) Buyer shall have delivered to Seller, on the Closing Date, the Purchase Price.

(v) Buyer shall have delivered to Seller the documents required to be delivered pursuant to Section 9(b).

(vi) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding.

(vii) No adverse action shall have been taken against Seller as a result of this transaction by any accreditation agency.

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

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

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) None of the events or conditions referenced in Section 18 below shall have occurred and not been remedied as set forth in Section 18.

(iv) The FCC Consent shall have been granted and shall have become a Final Order as provided in Section 4 above.

(v) Seller shall have delivered to Buyer the documents required to be delivered pursuant to Section 9(a).

(vi) Buyer shall have entered into a new tower lease ("New Lease") with Vertical Bridge ("Vertical Bridge"), as lessor of the Leased Property, in a form reasonably acceptable to Buyer which New Lease will commence no later than the Closing Date and provide for an initial base rent of Twelve Hundred Dollars (\$1,200.00) per month.

(vii) Seller shall have entered into a settlement agreement with Vertical Bridge for the termination and settlement of past due claims under the existing Real Property Lease and any monies owed to Vertical Bridge as a result of such settlement shall be paid directly to Vertical Bridge by Buyer and deducted from the Purchase Price.

(viii) Seller shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding.

(ix) Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

9. Closing Deliveries.

(a) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) documents sufficient to demonstrate the termination of the Real Property Lease.

(ii) a Bill of Sale vesting in Buyer good and marketable title in and to the Assets ("Bill of Sale"), executed by Seller.

(iii) an assignment agreement transferring to Buyer the rights and obligations of Seller in the Licenses, including the FCC Authorizations ("FCC Assignment"), executed by Seller.

(iv) certified copies of the resolutions of the managers or members of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby.

(v) a certificate, dated as of the Closing Date, executed by an officer of Seller, certifying that the conditions set forth in Section 8(b)(i) and 8(b)(ii) have been satisfied by Seller as of the Closing Date.

(vi) a closing statement, executed by Seller.

(vii) an IRS Form W-9, completed and executed by Seller.

(viii) all releases of liens, mortgages, financing statements, security interests and other encumbrances necessary to convey clear title to the Assets free of any Liens, except for the Permitted Liens.

(ix) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Seller.

(b) At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

- (i) the Purchase Price.
- (ii) the Bill of Sale, executed by Buyer.
- (iii) the FCC Assignment, executed by Buyer.
- (iv) a certificate, dated the Closing Date, executed by an officer of Buyer, certifying that the conditions set forth in Section 8(a)(i) and 8(a)(ii) have been satisfied by Buyer as of the Closing Date.
- (v) a closing statement, executed by Buyer.
- (vi) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Buyer.

10. Indemnification and Survival.

(a) Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) either the breach by Seller of any of its representations or warranties or the failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing.

(b) Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) either the breach by Buyer of any of its material representations or warranties or the failure by Buyer to perform any of its material covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station, as conducted by Buyer, subsequent to the Closing.

(c) Claims by one party against the other that do not involve third-party claims shall be permitted only to the extent that damages exceed Ten Thousand Dollars (\$10,000.00), and shall be limited to a maximum of the amount of the Purchase Price. In no event may either party claim damages other than actual damages against the other; no party may claim consequential, exemplary, or punitive damages or damages for lost business opportunities.

(d) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any third-party claim or matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(d), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense

and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate in the defense of such matter, at its own expense unless legal counsel has advised that representation by Buyer and Seller by the same legal counsel would constitute a conflict of interest or is otherwise inappropriate. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter by the Indemnitee without the Indemnifying Party's prior written consent. An Indemnifying Party may not settle a third-party claim without the Indemnitee's prior written consent unless the Indemnitee receives a release from all matters relating to the claim and is not obligated to make any payment to the claimant.

(e) The representations and warranties in this Agreement shall survive Closing for a period of eighteen (18) months from the Closing Date whereupon they shall expire and be of no further force or effect except (i) any representation related to Seller's title to the Assets which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the Indemnitee gives the Indemnifying Party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

11. Termination.

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party, provided, however, that if notice of default is given 30 days or less prior to the Closing Date the Closing Date will automatically be extended to the first business day after the end of the cure period, and provided further that such opportunity to cure shall not apply to the failure of a party to perform its obligations set forth in Section 4 or Section 9, hereof; (ii) if the Assignment Application is denied by Final Order; (iii) if the Assignment Application is designated for a trial-type hearing; (iv) if a judicial appeal is taken from FCC grant of the Assignment Application; (v) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (vi) if the Closing has not occurred within twelve (12) months after the Effective Date.

(b) Upon a 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 to retain the Deposit, as liquidated damages and not as a penalty, of an amount equal to the Deposit ("Liquidated Damages").

THE RETENTION OF THE LIQUIDATED DAMAGES AMOUNT BY SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE SELLER'S SOLE REMEDY AT LAW OR IN EQUITY FOR A BREACH HEREUNDER BY BUYER IF CLOSING DOES NOT OCCUR. BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY A BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

(c) If Seller is entitled to the Liquidated Damages, Buyer shall take all actions as are reasonably necessary or convenient in order to cause payment of the Deposit to Seller and shall refrain from any action which would cause any delay in the making of such payment to Seller.

(d) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Deposit. Further, Buyer may seek an additional amount up to and no greater than the Deposit.

(e) Upon a termination of this Agreement for any reason other than as a result of a breach by Buyer of any of Buyer's material obligations under this Agreement, Buyer shall be entitled to the Deposit, and thereafter neither party will have any further liability or obligation to the other with respect to this Agreement, except with respect to any provisions herein that by their terms survive termination.

(f) All claims for damages between the parties shall be limited to actual out-of-pocket damages and shall not include any consequential or punitive damages or penalties or claims for lost revenues.

12. Specific Performance. Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, 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, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorneys' fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or on the first business day of attempted delivery by a courier service, or five (5) business days after deposit with the U.S. Post Office, by registered or certified mail, postage

prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn.: Shaine Grieshaber
Email: SGrieshaber@kloveair1.com
Facsimile: (916) 251-1956

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

Paige K. Fronabarger, Esq.
Wilkinson Barker Knauer, LLP
1800 M Street, NW
Suite 800N
Washington, DC 20036
Facsimile: (202) 783-5851

If to Seller, to:

Todd Philip Robinson
United States CP, LLC
2307 Princess Ann St
Greensboro, NC 27408

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

Dennis J. Kelly, Esq.
Law Office of Dennis J. Kelly
P.O. Box 41177
Washington, DC 20018-0577

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the State's choice or conflicts of law provisions.

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

16. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original but both of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile or other electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or Portable Document Format (pdf) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

17. **Expenses.** Except as otherwise set forth in this Agreement, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The FCC filing fees relating to the Assignment Application shall be shared equally between Buyer and Seller. Federal, state, local and other transfer and sales taxes applicable to imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby, if any, shall be paid by the party responsible for such amounts under applicable law.

18. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that Assets with a value of greater than Ten Thousand and 00/100 Dollars (\$10,000.00) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (a) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (b) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Ten Thousand and 00/100 Dollars (\$10,000.00), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller.

19. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided, however, that Seller may withhold consent to assignment of Buyer's right to acquire the Station to any entity not controlled by Buyer at Seller's sole discretion.

20. **Entire Agreement; Modifications; Headings.** This Agreement and the exhibits attached hereto supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. The headings and captions in this Agreement are for only

the convenience of the parties and may not be deemed to affect the substantive terms of this Agreement.

21. **Schedules and Exhibits.** Unless otherwise specified herein, each schedule and exhibit referred to in this Agreement is attached hereto, and each such schedule and exhibit is hereby incorporated by reference herein.

22. **Cooperation on Donation.** If requested by Seller, Buyer shall cooperate with Seller to complete the necessary sections of IRS Form 8283 (and any other reasonably required documents) and return such forms and documents to Buyer to enable Buyer to seek recognition of the transfer of Assets as a “Bargain Sale” charitable contribution in accordance with the Internal Revenue Code of 1986, as amended.

23. **Future Sale.** If during the three-year (3) period following the Closing (“Post-Sale Period”) Buyer desires to sell the Station to a third party, Buyer shall notify Seller of its desired terms for the Station sale and the parties shall have a period of thirty (30) days to negotiate (on an exclusive basis) mutually acceptable terms for Seller’s repurchase of all or part of the Assets. If Buyer receives an unsolicited offer from a third party to acquire substantially all of the Assets of the Station prior to the expiration of the Post-Sale Period, Buyer shall notify Seller of the terms of such proposed sale and Seller shall have ten (10) days from receipt of notice of the impending sale from Buyer to match the offer and reacquire the Assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the Effective Date.

SELLER:

BUYER:

UNITED STATES CP, LLC

EDUCATIONAL MEDIA FOUNDATION

By: 
Name: TODD PHILIP ROBINSON
Title: Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the Effective Date.

SELLER:

BUYER:

UNITED STATES CP, LLC

EDUCATIONAL MEDIA FOUNDATION

By: _____
Name: _____
Title _____
Date: _____

By: David Atkinson
Name: DAVID ATKINSON
Title: CFO
Date: 2/26/2020

By: Shayne Grieshaber
Name: SHAYNE GRIES HABER
Title: GENERAL COUNSEL
Date: 02/26/2020

SCHEDULE 1(a)(i)

Tangible Personal Property

All tangible personal property used in the operation of the Station that is owned by Seller and located at the Leased Property, which tangible personal property (if any) shall be transferred to Buyer in AS-IS, condition .

SCHEDULE 1(a)(ii)

FCC Authorizations and Licenses

Main Station KFVR-FM, Rye, Colorado
Facility ID Number 164276
United States CP, LLC

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast Renewal	KFVR-FM	BRH- 20121203AQD	3/22/2013	4/1/2021
Broadcast License	KFVR-FM	BLH- 20080307ADA	3/14/2008	4/1/2021
Special Temporary Authority ¹	KFVR-FM	BSTA- 20191210AFG	1/6/2020	7/5/2020
Minor Modification	KFVR-FM	BPH- 20180202AAX	11/20/2018	11/20/2021

Pending Applications²

Application	Call Sign	FCC File Number	PN Date
None			

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	Grant Date	Expiration Date
Aural Studio Transmitter Link	WQH970	11/29/2007	4/1/2021

¹ This STA is to operate KFVR-FM with a temporary non-directional antenna.

² Seller intends to file an application for Special Temporary Authority ("Silent STA") to go silent until Buyer is able to commence operations under the Network Affiliation Agreement. Upon grant of the Silent STA and terminating upon the Resumption of Operations (defined below), all reps, warranties, covenants and conditions in the Purchase Agreement shall be deemed modified to reflect the existence of the Silent STA. Seller shall cooperate with Buyer to make any FCC filings required to reflect the resumption of broadcasting operations of the Station once Buyer begins providing programming on the Station under the Network Affiliation Agreement ("Resumption of Operations").

SCHEDULE 1(d)(viii)

Excluded Assets: Real Property Lease

- Seller's lease/license with Vertical Bridge for use of the Leased Property.

SCHEDULE 1(x)(viii)

Excluded Assets: Equipment

- Any tangible personal property other than as listed on Schedule 1(a)(i).