

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 8, 2020, between Calvary Chapel of Costa Mesa, Inc. ("Seller") and Advance Ministries, Inc. ("Buyer").

### RECITALS

**WHEREAS**, Seller owns and operates radio broadcast station KWTH, Barstow, California, designated as Facility ID No. 87122 (hereinafter the "Station").

**WHEREAS**, Seller owns or holds certain tangible and intangible assets, including certain licenses, permits, and authorizations issued by the Federal Communications Commission (the "FCC"), used or useful in the operation and ownership of the Station.

**WHEREAS**, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of Seller used in the ownership and operation of the Station.

**WHEREAS**, the acquisition of the Station is subject to prior approval of the FCC.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. PURCHASE AND SALE OF ASSETS

**1.1 Assets to be Transferred.** Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following assets of Seller that relate to the ownership and operation of the Station, together with all rights and privileges associated with such assets and with the ownership of the Station as follows (collectively the "Purchased Assets").

(a) Licenses, Permits, and Authorizations. All licenses, permits, and authorizations issued or granted by the FCC to Seller for the operation of the Station or used in connection with the operation of the Station described in Schedule 1.1(a) attached hereto (the "FCC Authorizations"), and all other licenses, permits, and authorizations issued to Seller by any other governmental entity in connection with the ownership and operation of the Station (collectively with the FCC Authorizations, the "Licenses");

(b) Tangible Personal Property. The items of tangible personal property owned, by Seller that are used in operation of the Station which are described or listed in Schedule 1.1(b) attached hereto;

(c) Tower Lease. The Building and Antenna Tower Space Lease between Plantronics C & E, Inc. and Seller dated August 18, 2011.

(d) Books and Records. All of Seller's rights in and to the Station's public files (excluding records relating to any Excluded Asset (as hereinafter defined));

(e) Intangible Personal Property. The items of intangible personal property owned, leased or held by Seller and used in connection with operation of the Station which are described or listed in Schedule 1.1(e) attached hereto.

**1.2 Excluded Assets.** It is understood and agreed that any assets not explicitly identified as Purchased Assets shall be considered "Excluded Assets" and shall not be acquired by Buyer as part of the transactions provided for herein. The Excluded Assets shall include, without limitation, the following:

(a) Cash. Any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of Seller and all other accounts receivable, bank deposits and securities held by Seller in respect of the Station at the applicable Transfer Date.

(b) Tax Refunds. Any claims, rights and interests in and to any refunds of taxes for periods prior to the Closing Date;

(c) Books and Records. All records relating to the Excluded Assets described in this Section 1.2 and to Seller's accounts payable and general ledger records;

(d) Insurance, etc. Any insurance policies and proceeds thereof, promissory notes, bonds, certificates of deposits or other similar items and cash surrender value in regard thereto, and any claims against insurers;

(e) Benefit Plans. Any pension, profit-sharing, or employee benefits plans;

(f) Miscellaneous Contracts. Any agreements other than the Lease Agreement identified in Section 1.1(c) above;

(g) Financial Records. All of Seller's tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Seller is required by law to retain, and all records of Seller relating to the sale of the Purchased Assets;

(h) Excluded Software. All Software that is: (i) licensed to or owned by Seller, (ii) used enterprise-wide by Seller (e.g., Microsoft Office); or (iii) Seller is unable by the terms of a license to be transferred to Buyer (collectively, "Excluded Software");

(i) Excluded Intangible Assets. All patents, patent applications, trademarks, tradenames, service marks, and copyright registrations or copyright applications, trade secrets, domain names, and any other intellectual property or intangible assets (e.g., jingles, slogans, and other promotional material), in each case, that are used in connection with any business unit of Seller or any affiliate of Seller (excluding the Station) (collectively,

(j) Corporate Records. Seller's corporate records except the Books and Records of the Station.

## 2. ASSUMPTION OF LIABILITIES

**2.1 Liabilities to be Assumed.** Buyer agrees to assume and timely perform all obligations and liabilities related to the Purchased Assets arising on or after the Closing Date. No expense, debt, or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller.

**2.2 Liabilities Not to be Assumed.** Except as and to the extent specifically set forth in Section 2.1 of this Agreement, Buyer is not assuming any liabilities of Seller, and all such liabilities shall be and remain the responsibility of Seller.

## 3. PURCHASE PRICE; PAYMENT; ALLOCATION

**3.1 Purchase Price and Method of Payment.** The purchase price for the Station is Thirty Thousand Dollars (\$30,000.00), with Three Thousand Dollars (\$3,000.00) paid by Buyer to Seller upon signing of this Agreement and Twenty-Seven Thousand Dollars (\$27,000.00) paid by Buyer to Seller at Closing in the form of a bank check or wire transfer (the "Purchase Price").

## 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

### 4.1 Organization and Power.

(a) Organization. Seller is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Power. Seller has all requisite power and authority to own, operate and lease its properties, to carry on its business as and where such is now being conducted, to enter into this Agreement and the other documents and Instruments to be executed and delivered by Seller pursuant hereto and to carry out the transactions contemplated hereby and thereby.

**4.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Seller. No other or further act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid binding agreements of Seller, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally, and by general equitable principles.

**4.3 Required Consents; No Conflicts.**

(a) Except in connection with the filings referred to in Section 6.1 and Section 6.2, the execution, delivery and performance by the Seller of this Agreement or any of the agreements to be delivered in connection herewith will not require the consent, approval, authorization or permit of, or filing with, or notification to any Governmental Entity, except (i) as have been obtained or will be obtained or have occurred prior to the Closing, and (ii) those the absence of which will not be reasonably expected to have a material adverse effect on the Station or its business.

(b) The execution and delivery of this Agreement or any of the agreements to be delivered in connection herewith, the fulfillment of and the compliance with the respective terms and provisions of each, and the consummation of the transactions described in each, do not and will not (i) conflict, in any material respects, with or violate any Law applicable to or affecting Seller, the station or the Purchased Assets, (ii) conflict, in any material respects, with or result in any material breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any Contract to which Seller is a party or by which Seller is bound or to which any of the Purchased Assets or the Station is subject or affected, or (iii) conflict with or violate the organizational documents of Seller.

**4.4 Absence of Certain Changes.** There has not been (i) any sale, lease or other transfer or disposition of any of the Purchased Assets, except for the sale of items in the ordinary course of business; or (ii) any other event or condition not in the ordinary course of business relating to the Station that would have a material adverse effect on the Station.

**4.5 Absence of Undisclosed Liabilities.** Seller does not have any Liabilities relating to the operation of the Station other than commercial liabilities and obligations incurred in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business or results of operations of the Station, and none of which shall be assumed or payable by Buyer.

**4.6 No Litigation.** There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller relating to its ownership and operation of the Station, or any of the Purchased Assets, nor does Seller know, or have grounds to know, of any basis for any Litigation.

**4.7 FCC Licenses.** Seller is the holder of the FCC Licenses listed on Schedule 1.1 (a), and the FCC Licenses (i) are valid, in good standing and in full force and effect and constitute all of the licenses, permits and authorizations required by the FCC, the Rules and Regulations of the FCC, or used in, the operation of the Station as now operated, and (ii) constitute all the licenses and authorizations issued by the FCC to Seller for or in connection with the current operation of the Station. Seller has no actual knowledge of any condition imposed by the FCC as part of any FCC License which is neither set forth on the face thereof as issued by the FCC nor contained in the Rules and Regulations applicable generally to the Station of the type, nature, class or location of the Station. No proceedings are pending or, to the knowledge of the Seller, are threatened which may result in the revocation, modification, non-renewal or suspension of the FCC

Licenses. Seller has complied in all material respects with all requirements to file reports, applications and other documents with the FCC (including the registration of Seller's towers, if required) with respect to the Station, and all such reports, applications and documents are true and correct in all material respects. Seller has no knowledge of any matters (i) which could reasonably be expected to result in the suspension or revocation of or the refusal to renew any of the FCC Licenses or the imposition of any fines or forfeitures by the FCC, or (ii) against Seller which could reasonably be expected to result in the FCC's refusal to grant approval of the assignment to Buyer of the FCC Licenses or the imposition of any Material Adverse Condition in connection with approval of such assignment.

**4.8 Tangible Personal Property.** Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Buyer acknowledges that all Tangible Personal Property will be delivered "as is/where Is," with no guarantees of functionality.

**4.9 Disclosure.** No representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or signed document delivered by or on behalf of Seller shall be deemed representations and warranties by Seller.

**4.10 Environment.** To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station.

**4.11 No Third-Party Options.** There are no existing agreements with, options or rights of, or commitments to any person other than Buyer to acquire any of the Purchased Assets or any interest therein or in the Station. Seller hereby agrees to indemnify, defend, and hold harmless Buyer from and against all third-party option claims that may be asserted against Seller and Buyer with regard to the transaction contemplated by this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

### **5.1 Organization and Power.**

(a) Organization. Buyer is an Arizona nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Arizona.

(b) Power. Buyer has all requisite power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

**5.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transaction contemplated hereby and thereby have been duly authorized by Buyer. No other act or proceeding on the part of Buyer is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid, and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

**5.4 Disclosure.** No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or signed document delivered by or on behalf of Buyer shall be deemed representations and warranties by Buyer.

**5.5 Qualifications as a Broadcast Licensee.** Buyer is legally, financially and otherwise qualified under the Communications Act of 1934, as amended, and the existing rules, regulations and published policies of the FCC (collectively, "FCC Laws"), to acquire and operate the Station.

## **6. APPLICATIONS TO AND CONSENT BY FCC**

**6.1 FCC Consent.** Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its consent to an application for consent to the assignment of the FCC Authorizations from Seller to Buyer (the "Assignment Application") without any condition materially adverse to Buyer (the "FCC Consent").

**6.2 Assignment Application and Notice.** Seller and Buyer shall file with the FCC within five (5) business days after the execution of this Agreement such applications and other documents in the name of Seller or Buyer, as appropriate, as may be necessary or advisable to obtain the FCC Order. Seller and Buyer shall take all commercially reasonable steps necessary to prosecute such filings with diligence and shall diligently oppose any objections to, appeals from or petitions to reconsider such approval of the FCC, to the end that the FCC Order and a Final Action with respect thereto may be obtained as soon as practicable; provided, however, that in the event the application for assignment of the FCC Licenses has been designated for hearing, either Buyer or Seller may elect to terminate this Agreement pursuant to Section 14. Subject to Section 14.1(b), Buyer shall not knowingly take, and Seller covenants that Seller shall not knowingly take, any action that party knows or has reason to know would materially and adversely affect or materially delay issuance of the FCC Order without a Material Adverse Condition, unless such action is requested or required by the FCC, its staff or the Rules and

Regulations. Subject to Section 14.1(b), should Buyer or Seller become aware of any facts which could reasonably be expected to materially and adversely affect or materially delay issuance of the FCC Order without a Material Adverse Condition, such party shall promptly notify the other party thereof in writing and both parties shall cooperate to take all steps necessary or desirable to resolve the matter expeditiously and to obtain the FCC's approval of matters pending before it.

**6.3 Mutual Covenant of Reasonable Cooperation.** Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent and to comply with this Article 6.

**6.4 Assignment Application Expenses and Fees.** Since each party is a non-profit, noncommercial entity there should not be any FCC filing fees imposed upon the Assignment Application. However, should the FCC ultimately impose such filing fees then each party shall be responsible for one-half of any fees imposed by the FCC for the filing of the Assignment Application.

**6.5 Possession and Control of Station.** Between the date of this Agreement and the Closing Date, Buyer shall not control the operation of the Station, but such operation shall be the ultimate responsibility of Seller. Buyer shall be entitled to reasonable inspection of and access to, the premises and assets, and to notice of any unusual operating problems or developments with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. It is further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation by Buyer of the Station.

**6.6 FCC Reports.** Seller shall continue to file on a current basis until the Transfer Date, all reports and documents required to be filed with the FCC with respect to the Station. Seller shall provide Buyer with copies of all such filings within ten (10) business days of the filing with the FCC.

## **7. OTHER MATTERS**

**7.1 Risk of Loss.** Risk of loss for damage to or theft, loss or destruction of the Purchased Assets (by any means, including, without limitation, acts of God) occurring after the date of this Agreement and prior to the Closing shall be borne by Seller, and after the Closing shall be borne by Buyer.

**7.2 Transfer Taxes and Similar Charges.** All recordation, transfer, and documentary taxes and fees, stamps, and any excise, sales or use taxes, and all similar costs of transferring the Purchased Assets in accordance with this Agreement shall be exclusively by Buyer.

## **8. FURTHER COVENANTS OF SELLER**

**8.1 Conduct of Business Pending the Closing.** From the date hereof until the Closing or earlier termination of this Agreement without a closing, Seller shall have complete

control and supervision of and ultimate responsibility for the Station and its operation and during such period.

## **9. JOINT COVENANTS**

Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC.

## **10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

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 each of the following conditions:

**10.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Seller in this Agreement, and the statements contained in any instrument, list, certificate, or writing delivered by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at end as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**10.2 Compliance with Agreement.** Seller shall have performed and complied in all material respects with all of its agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date, including the delivery of the closing documents specified in Section 13.2 hereof.

**10.3 Absence of Litigation.** No Litigation shall have been commenced, and no investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or Shareholders of any of them, with respect to the transactions contemplated hereby.

**10.4 Consents and Approvals.** The FCC Consent and all other approvals, consents, and waivers that are required to affect the assignments of the Station's licenses contemplated hereby shall have been received and the FCC Consent shall have become a Final Order (as hereinafter defined), provided that a Final Order may be waived by Buyer. "Final Order" means a grant, consent or authorization by the FCC which is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction, and in regard to the Assignment Application, consents to the assignment of the FCC Authorizations contemplated by this Agreement without the imposition of any conditions that could have a material adverse effect on Seller or Buyer with respect to the assignment of the FCC Authorizations from Seller to Buyer.

**10.5 Third Party Consents and Approvals.** Seller shall have obtained all third-party consents and approvals, if any, required for the transfer or continuance, as the case may be, of any Contracts being assigned and assumed.

**10.6 Closing Certificates.** Buyer shall have received a certificate, dated as of the Closing Date from Seller certifying that the conditions set forth in Sections 10.1 and 10.2 hereof have been fulfilled.

**10.7 Copies of Documents.** Seller shall have delivered to Buyer true and complete copies of all written leases, commitments, contracts, licenses, and other agreements referred to herein.

## **11. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

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 conditions:

**11.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Buyer in this Agreement, and the statements contained in any instrument, certificate, or writing delivered by Buyer pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**11.2 Compliance with Agreement.** Buyer shall have performed and complied in all material respects with all of Buyer's agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or on the Closing Date, including the delivery of the closing documents and the Purchase Price specified in Section 3 of this Agreement

**11.3 Consents and Approvals.** The FCC Consent and all other approvals, consents, and waivers that are required to affect the assignment of the Licenses shall have been received.

**11.4 Absence of Litigation.** No Litigation shall have been commenced or threatened, and no Investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members, or Shareholders of any of them, with respect to the transactions contemplated hereby.

## **12. CLOSING**

**12.1 Closing Date or Closing** means a date to be designated by Buyer which shall not be later than the tenth (10th) business day after the FCC provides approval of the Station's authorizations and licenses has become a Final Order. Buyer may, in its sole discretion, waive finality and agree to an earlier Closing. Buyer shall provide Seller with at least five (5) business days' notice of such waiver and earlier date. If a pre-finality Closing Date is established, Buyer and Seller will execute an Unwind Agreement containing terms mutually satisfactory to the parties.

**12.2 Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

- (a) **Assignment of FCC Authorizations.** An Assignment of FCC Authorization sufficient in the opinion of Buyer and its counsel to assign the FCC Authorizations to Buyer.
- (b) **Transfer Documents.** Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonable request in order to convey and transfer to Buyer title to the Purchased Assets (collectively, the "Transfer Documents").

**12.3 Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

- (a) **Purchase Price.** A wire transfer of the Purchase Price in immediately available funds as required by Section 3 of this Agreement.
- (b) **Acceptance and Assumption Documents.** Such instruments of assumption as Seller may reasonably request indicating Buyer's acceptance of the Purchased Assets and assumption of any obligations transferred.

### **13. TERMINATION**

**13.1 Right of Termination Without Breach.** This Agreement may be terminated without further liability of any party at any time prior to the Closing by mutual written agreement of Buyer and Seller. Additionally, this Agreement shall automatically terminate in the event, regardless of the reason, this transaction has not consummated within eighteen (18) months of the filing of the Assignment Application.

### **14. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND COVENANTS**

All representations and warranties of Seller and Buyer and all covenants of Seller and Buyer, individually and together, contained in this Agreement shall survive for twelve (12) months after the Closing Date; provided, however, that a willful breach of any of the representations, warranties and covenants contained in this Agreement shall survive for the applicable statute of limitations.

### **15. MISCELLANEOUS**

**15.1 Further Assurance.** From time to time, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such documents, instruments and consents and take such other action as Buyer may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Buyer good, valid and marketable title to the Station and the Purchased Assets. Buyer shall likewise execute any document reasonably requested by Seller to effectuate the intent of this Agreement.

**15.2 Disclosures and Announcements.** Both the timing and the content of all disclosure to third parties and public announcements concerning the transactions provided for in this Agreement by either Seller or Buyer shall be subject to the approval of the other in all essential respects, except that neither party's approval shall be required as to any statements and other information which either party may submit to the Securities and Exchange Commission or the FCC, or be required to make pursuant to any rule or regulation of the Securities and Exchange Commission or the FCC, or otherwise required by law.

**15.3 Assignment; Parties in Interest.**

(a) Assignment. This Agreement may not be assigned.

(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

**15.4 Access After the Applicable Closing Date.** After the Closing Date, Buyer shall make good faith efforts to accommodate any Seller need to access the books, records, and documents of the Station pertaining to transactions occurring prior to the applicable Closing Date when requested by Seller for purposes of tax or litigation issues. Buyer shall retain such books and records for the normal document retention period of Buyer.

**15.5 Law Governing Agreement.** This Agreement shall be construed and interpreted according to the internal laws of the State of California, with consideration given to the rules and policies of the FCC, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

**15.6 Amendment and Modification.** Buyer and Seller may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

**15.7 Notice.** All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission, or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to Buyer:

Advance Ministries, Inc.  
510 N. Acoma Blvd.  
Lake Havasu City, AZ 86403  
Attn: Faron Eckelbarger

If to Seller:

Calvary Chapel of Costa Mesa, Inc.  
3000 W MacArthur Blvd - Suite 500  
Santa Ana, CA 92704  
Attn: Lance Emma

With a copy to:

Mark A. Balkin, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 West Causeway Approach  
Mandeville, LA 70471

**15.8 Entire Agreement.** This instrument embodies the entire agreement between the parties hereto and supersedes all prior oral or written agreements, understandings, representations, and warranties, and courses of conduct and dealing between the parties with respect to the transactions contemplated herein.

**15.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures, or signatures delivered in PDF format shall be treated the same as original signatures.

**15.10 Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

**15.11 Severability.** If any one or more of the provisions contained in this Agreement should be found invalid, illegal, or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

**15.12 Attorneys' Fees.** If either party initiates any litigation against the other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

**15.13 Schedules.** The Schedules and Exhibits attached to this Agreement and any other documents delivered to Buyer by Seller pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

**15.14 Maintenance of Confidences.** Until after the Closing, Buyer agrees to keep confidential all information it receives or has received during the course of the negotiations in connection with the transaction contemplated herein or relating to the business operations of Seller, provided that Buyer may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. In the event that the transaction contemplated hereby is not consummated for any reason, Buyer shall promptly return to Seller all materials acquired by Buyer from Seller with respect to the Station and the associated assets and intangibles, and provide to Seller the names and addresses of any and all persons, firms or other entities who have viewed or received information with respect to the proposed sale of the Station (together with a meaningful description of the materials viewed or received by each of them).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BUYER: ADVANCE MINISTRIES, INC.



By: Richard Tatham, President

2-23-21

SELLER: CALVARY CHAPEL OF COSTA MESA, INC.



By: Brian Brodersen, President

## SCHEDULES TO APA

### **Schedule 1.1(a)**

License File No. BLED-20060106ABX

Renewal File No. BRED-20130801AFK

### **Schedule 1.1(b) Tangible Personal Property**

#### Current Operational Equipment:

ERI broadcast antenna

1.2m Ku band heated satellite dish

Weather band antenna (for EAS)

Loop antenna (for EAS)

40RU Middle Atlantic rack

Fostex monitor speaker

Sage Digital Endec

TFT EAS 911 receiver

Orban Optimod 8400

Burk ARC Plus

Burk IIU

Burk IRCU

Burk BTU-4 with temperature probes

Linksys network switch

Nautel VS2.5

EMR Band pass cavity (FM63B12/SBHF-2)

Emerson UPS and battery

Inovonics INOmini 632 radio receiver

LPG Stationary Tank monitor

LPG tank

Generac generator

Automatic transfer switch

Emon D-mon power monitor

Islatron (BC-2-2100) power filter

Coaxial cable from transmitter to antenna and antenna

**Schedule 1.1(e) Intangible Personal Property**

The call letters "KWTH."

4836-2323-2733, v. 1