

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of July 15, 2021, between Bethany Church, a Louisiana non-profit, religious corporation (“**Seller**”), and Red Stick Broadcasting, LLC, a Louisiana limited liability company (“**Buyer**”), for the sale and purchase of the Station Assets (as defined in Section 1.1) of Class A digital television station WLFT-CD, Baton Rouge, LA (Facility ID Number 8653) (the “**Station**”).

In consideration of the Purchase Price (as defined in Section 1.4) and the mutual covenants and agreements set forth herein, the parties intending to be bound, do agree as follows:

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets, interests and rights of Seller, tangible and intangible, that are used or held for use exclusively in the operation of the Station (the “**Station Assets**”) as set forth below:

(a) subject to the consent of the Federal Communications Commission (“**FCC**”), all of the licenses and authorizations which were issued by the FCC or any other governmental authority for the operation of the Station, including without limitation the Station’s FCC licenses (“**FCC Licenses**”), including those listed on *Schedule 1.1(a)* attached hereto;

(b) all of the antennae, cables, wiring, connectors, transmitters, equipment, computers, software, furniture, fixtures, spare or replacement parts, and any other tangible personal property along with any unexpired warranties applicable thereto to the extent that they are transferable (the “**Tangible Personal Property**”), as specifically listed on *Schedule 1.1(b)* attached hereto;

(c) all assignable contracts and agreements used in connection with the operation of the Station, all of which Buyer hereby elects to assume (the “**Station Contracts**”), such as programming agreements, retransmission consent or cable carriage agreements, or equipment maintenance agreements, as specifically listed in *Schedule 1.1(c)* attached hereto;

(d) all of Seller’s rights in and to the Station’s call letters;

(e) Seller’s rights in and to all the technical records (or copies thereof) relating to the operation of the Station, including the local public file, blueprints, technical information and engineering data, and FCC required logs; and

(f) all claims (including warranty claims), deposits, and prepaid expenses that are associated with the Station Assets set forth above.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (collectively, the “**Excluded Assets**”):

(a) Seller’s cash and cash equivalents;

(b) all of the Station’s accounts receivable existing at Closing and any other rights to payment of cash consideration for goods or services sold or provided prior to Closing or otherwise arising during or attributable to any period prior to the time of Closing (the “**A/R**”);

(c) all contracts and agreements that are used in the operation of the Station other than those specifically listed in *Schedule 1.1(c)* which Buyer has not elected to assume in accordance with Section 4.2(a) hereof.

(d) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith;

(e) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, and all collective bargaining agreements maintained by Seller;

(f) Seller’s corporate name, charter documents, books and records relating to the organization, existence or ownership of Seller, and all records not primarily relating to the operation of the Station.

(g) all tangible and intangible personal property used in the operation of the Station which is retired or disposed of in the ordinary course of business of Seller between the date of this Agreement and Closing, as permitted hereunder, and those items of personal property listed on *Schedule 1.2 (g)*;

(h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6; and

(i) All assets, properties and rights of Seller that are not used exclusively in the operation of the Station unless listed in *Schedules 1.1(b) or (c)*.

1.3 Retained Liabilities. Except for the obligations arising or accruing under the Station Contracts on and after the Closing (the “**Assumed Obligations**”), Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated

hereby, to have assumed any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including without limitation any liability or obligation of Seller under any contracts not included in the Station Contracts (the “**Retained Liabilities**”).

1.4 Purchase Price. The Purchase Price for the Station Assets shall be Nine Hundred Forty Thousand Dollars (\$940,000.00) (the “**Purchase Price**”) payable by wire transfer at Closing.

1.5 Escrow Deposit. Contemporaneously with the execution of this Agreement, Buyer shall wire transfer the sum of Ninety-Four Thousand Dollars (\$94,000.00) (the “**Escrow Deposit**”) to Phelps Dunbar, LLP (the “**Escrow Agent**”) which will be held in the Escrow Agent’s non-interest-bearing trust account and disbursed pursuant to an Escrow Agreement (the “**Escrow Agreement**”) of even date herewith among Buyer, Seller and the Escrow Agent, and attached hereto as *Exhibit A*. At Closing, the Escrow Deposit shall be disbursed to Seller and applied to the Purchase Price. If this Agreement is terminated, the provisions of Section 10.3 or Section 10.4 (as applicable) shall control as to the disposition of the Escrow Deposit.

1.6 Prorations.

(a) The operation of the Station and the income and operating expenses attributable thereto until 12:00 a.m. on the day of Closing (the “**Adjustment Time**”) shall be for the account of Seller and thereafter for the account of Buyer, and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include music and other license fees, FCC regulatory fees, utility expenses and other amounts under Station Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall solely be the responsibility of Seller.

1.7 Closing and Conditions of Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “**Closing**”) shall take place no later than ten (10) business days after the date that the FCC Consent is granted. Closing shall be subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 6 and 7 below. The date on which the Closing is to occur is referred to herein as the “**Closing Date.**”

1.8 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application (the “**FCC Application**”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “**FCC Consent**”). Seller and Buyer shall diligently pursue the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall promptly furnish all information

required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Buyer shall pay the full cost of the FCC Application filing fee.

1.9 Studio and Tower Leases. Buyer and Seller will, on the Closing Date, enter into the separate leases for the Studio and Tower space attached hereto respectively as *Exhibit B* and *Exhibit C* (the “**Leases**”).

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows as of the date hereof:

2.1 Organization and Authorization. Seller is duly organized and in good standing under the laws of Louisiana. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller (“**Seller’s Authorization**”).

2.2 No Conflicts. The execution, delivery and performance by Seller of this Agreement do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval, or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent and except for any consent to assign those Station Contracts designated on *Schedule 1.1(c)*.

2.3 FCC Licenses. Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses are in full force and effect.

2.4 Taxes. To Seller’s knowledge, Seller has filed all federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Station’s business and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.5 Reserved.

2.6 Condition of Station Assets. All broadcast equipment of the Station is operational.

2.7 Employees. Seller will be responsible for all Station employees employed before the Closing date and any liability, including any severance obligations, with respect thereto. Buyer shall have no obligation to employ any such employees, but may, in its sole discretion, hire any of said employees to continue working as of the Closing Date.

2.8 Station Assets. Except for the Excluded Assets, to Seller's knowledge, the Station Assets constitute all the assets used or held for use exclusively in the business or operation of the Station as currently conducted. Seller has good and marketable title to the Station Assets, free and clear of any pledge, lien (statutory or other), encumbrance, security interest, or mortgage (collectively, "**Liens**"), except for those unperfected mechanics' and materialmen's liens, liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and easements, rights of way and other exceptions or limitations that do not materially and adversely affect the use of the Assets in the operation of the Station (the "**Permitted Encumbrances**"), and those items set forth in *Schedule 2.8* that will be released at Closing. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens other than remaining Permitted Encumbrances.

2.9 Compliance with Law. To Seller's knowledge, and except as disclosed on the License Renewal Application (as defined below), Seller has complied and is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets.

2.10 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

2.11 Exclusivity of Representations and Warranties. Except as specifically set forth in this Agreement, Seller does not make and has not made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Buyer relating to the transactions contemplated hereby. Any representations and warranties not specifically set forth in this Agreement, whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose or non-infringement) are disclaimed by Seller.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows as of the date hereof:

3.1 Organization and Authorization. Buyer is duly organized and in good standing under the laws of Louisiana. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto. The execution, delivery and performance of this Agreement have been duly

authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer (“**Buyer’s Authorization**”).

3.2 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.3 Qualification. Buyer is legally, financially and otherwise qualified to hold the FCC Licenses under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC.

3.4 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf.

3.5 Buyer’s Members. Dr. Michael Fry and Mr. Kerry Denny are the sole members of Buyer, and each owns his respective membership interests of Buyer in his individual capacity and not through a legal entity.

3.6 Financing. Buyer has all funds on hand necessary to consummate the purchase of the Station Assets and pay the Purchase Price.

3.7 Examination of Assets. Buyer has had a fair opportunity to examine the broadcast equipment of the Station and other items of Tangible Personal Property included in the Station Assets and has examined or waived the opportunity to examine such broadcast equipment and other items of Tangible Personal Property, and so long as the broadcast equipment and other items of Tangible Personal Property are operational on the Closing Date, they are being acquired by Buyer “AS-IS; WHERE-IS.”

3.8 Buyer’s Reliance. Buyer acknowledges that (i) Seller is not making any representations and warranties other than those specifically set forth in Article 2 of this Agreement and that any representations and warranties not specifically set forth in this Agreement, whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose or non-infringement) are disclaimed by Seller, and (ii) Buyer has conducted such investigations of the Station Assets and made such inquiries as it deems appropriate to protect its interests under this Agreement.

ARTICLE 4: SELLER COVENANTS

4.1 Seller Covenants. From the date hereof until Closing, Seller shall direct Dr. Michael Fry, who is and shall remain through Closing (absent exceptional circumstances) the Station’s General Manager and is a member of Buyer, (as applicable) to:

(a) operate the Station in accordance with the terms of the FCC Licenses and in material compliance with the Communications Act, as amended, the FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect;

(b) keep all Tangible Personal Property in the same condition (ordinary wear and tear excepted), maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Station and the Station Assets;

(c) at the request of Buyer and in a manner that will not disrupt the operation of the Station, from time to time give Buyer access during normal business hours to all of the Station's technical facilities, properties, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture and vehicles, to the extent such documents relate primarily to the Station Assets, and provide to Buyer all other information concerning the Station Assets as Buyer may reasonably request;

(d) not, and Seller shall not:
(i) sell, lease, or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value; or
(ii) modify the FCC Licenses;
(iii) permit any representation or warranty set forth in Article 2 to become untrue or inaccurate in any material respect.

(e) use reasonable efforts to retain the Station employees, and Seller shall be responsible for all obligations related to the Station employees with respect to periods prior to the Closing Date, including any severance obligations to the extent expressly agreed upon in writing by and between Seller and the respective employee.

ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except (i) on a confidential basis to the parties' attorneys, accountants, investors and lenders in furtherance of the consummation of the transaction contemplated by this Agreement, and (ii) as required by law.

5.2 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Station's normal broadcast transmission,

shall remain with Seller at all times until 12:00 a.m. local time on the day of Closing. Prior to that time, Seller shall repair and replace any lost or damaged material Station Assets and restore any interrupted transmission consistent with past practice.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction or waiver by Seller of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the “**Buyer Bringdown Certificate**”).

6.2 Proceedings. 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.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under Section 8.2 of this Agreement.

6.5 Operational Condition of Station Assets. The parties shall jointly determine on the Closing Date the operating condition of all broadcast equipment of the Station and identify in writing any broadcast equipment that is not then operational.

6.6 Frustration of Seller Closing Conditions. Seller may not rely on the failure of any condition set forth in Article 6 if such failure was caused by Seller’s failure to comply with any provision of this Agreement.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction or waiver by Buyer of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the “**Seller Bringdown Certificate**”).

7.2 Proceedings. 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.

7.3 FCC Consent. The FCC Consent shall have been granted without conditions materially adverse to Buyer.

7.4 Renewal of License. The FCC shall have granted the Station license renewal application filed by Seller on January 26, 2021 (assigned FCC File No. 0000132540, the “**License Renewal Application**”) for the full eight (8) year term without any material adverse conditions.

7.5 Deliveries. Seller shall have made the deliveries to be made by it at Closing under Section 8.1 of this Agreement.

7.6 Operational Condition of Station Assets. The parties shall jointly determine on the Closing Date the operating condition of all broadcast equipment of the Station and identify in writing any broadcast equipment that is not then operational.

7.7 Frustration of Buyer Closing Conditions. Buyer may not rely on the failure of any condition set forth in Article 7 if such failure was caused by Buyer’s failure to comply with any provision of this Agreement.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a copy of the Seller’s Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (e) a bill of sale conveying all Station Assets to Buyer free and clear of all Liens;
- (f) the Leases duly executed by Seller; and
- (g) any other documents and instruments of conveyance, assignment and transfer that may reasonably be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens other than remaining Permitted Encumbrances.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a copy of the Buyer Authorization;
- (c) the Buyer Bringdown Certificate;

- (d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;
- (e) the Leases duly executed by Buyer;
- (f) a statement signed by the Buyer that all broadcast equipment of the Station is operational on the Closing Date or specifying what broadcast equipment is not then operational; and
- (g) any other documents and instruments of assumption that may reasonably be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties contained in this Agreement shall terminate at Closing and be of no further force or effect, except those set forth in Sections 2.1, 2.6, 2.10 and 2.11, and in Sections 3.1, 3.4 and 3.8, which shall survive Closing for a period of twelve (12) months from the Closing Date, whereupon they shall expire and be of no further force or effect.

9.2 Indemnification.

(a) From and after Closing, and subject to the terms, conditions and limitations of this Article 9, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement;
- (ii) any default by Seller of its covenants and agreements made under this Agreement;
- (iii) the Retained Liabilities; or
- (iv) without limiting the foregoing, the business or operation of the Station prior to Closing (including any third-party claim arising from such operations).

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties made under this Agreement;
- (ii) any default by Buyer of its covenants and agreements made under this Agreement;
- (iii) the Assumed Obligations; or
- (iv) without limiting the foregoing, the business, use, ownership or operation of the Station or the Station Assets that do not constitute claims for which Buyer is owed an indemnity by Seller hereunder (including any third-party claim arising from such use, ownership or operations).

(c) In no event shall the aggregate indemnification amounts paid by Seller by reason of Article 9 exceed the Purchase Price.

(d) Notwithstanding anything in this Agreement to the contrary, Buyer shall have no right to indemnification under Section 9.2 for a breach by Seller of any of its representations, warranties or covenants of which Buyer or any of its members had knowledge prior to the Closing.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a “**Claim**”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations, except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party’s cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim;

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

(iii) neither party shall have any liability to the other under any circumstances for indirect, consequential, punitive or exemplary damages or lost profits or similar damages.

9.4 **Exclusivity of Remedies.** Notwithstanding anything to the contrary in this Agreement, Buyer and Seller agree that from and after the Closing, the sole and exclusive remedies of the parties to this Agreement are limited to the provisions of this Article 9 except for fraud.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller, or by Seller to Buyer, if

- (i) the Closing does not occur by the date (“**Drop Dead Date**”) three (3) months after the release date of the FCC public notice accepting the FCC Application for filing (the “**Release Date**”) unless the closing delay is attributable to the continued pendency of the License Renewal Application, in which case the Drop-Dead Date shall be six (6) months after the Release Date, or the FCC denies the FCC Application;

- (ii) the other party does not perform the obligations to be performed by it under this Agreement on the Closing Date;

- (iii) the other party otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

The term “**Cure Period**” as used herein means a period commencing on the date Buyer or Seller receives from the other party written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) business days thereafter (or such later date, as may be extended, in the sole discretion of the non-breaching party), or (ii) the Closing Date. Except as provided in Section 10.3, termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

10.2 Specific Performance. In the event of a breach or threatened breach by either party of any representation, warranty, covenant or agreement under this Agreement, at the other party’s election, in addition to any other remedy available to it, the other party shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring such party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 10.1(b)(ii) or (iii), then the Escrow Deposit (and any interest accrued thereon) shall be disbursed to Seller as liquidated damages. Such remedy shall be the sole and exclusive remedy of Seller upon such termination by Seller. Seller hereby waives all other legal and equitable remedies it may otherwise have resulting from such termination of this Agreement.

10.4 Return of the Escrow Deposit. If this Agreement is terminated for a reason other than a breach by Buyer, the Escrow Deposit shall be disbursed to Buyer. The

parties shall each instruct Escrow Agent to disburse the Escrow Deposit to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. At Closing, Buyer shall reimburse Seller for up to five thousand dollars (\$5,000.00) in legal and other expenses directly related to preparing this Agreement, filing the FCC Application and closing the transactions contemplated hereby. Except for the foregoing and the payment of the FCC Application filing fee as set forth in Section 1.8 above, each party 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.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, and any such attempted assignment or delegation without such consent shall be void.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) business day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Buyer, to:

Red Stick Broadcasting, LLC
334 Third Street, Suite A
Baton Rouge, LA 70801
Attn: Kerry Denny, Manager
kdenny20@cox.net

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

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

If to Seller, to:

Bethany Church
10877 Reiger Road
Baton Rouge, LA 70809
Attn: Jared Stockstill
jared.stockstill@bethany.com

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

Charles L. Spencer
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
Charles.Spencer@Phelps.com

11.5 Amendment / Entire Agreement / Execution. No amendment of this Agreement shall be effective unless in a writing signed by both parties. This Agreement (together with the Schedules and Exhibits hereto) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. All references in this Agreement to Articles or Sections are to the articles and sections of this Agreement. For purposes of this Agreement, electronically scanned pdf and facsimile copies hereof and electronically scanned pdf and facsimile signatures hereof shall be authorized and deemed effective.

11.6 The construction and performance of this Agreement shall be governed by the laws of the State of Louisiana without giving effect to its choice of law provisions. The parties each waive trial by jury and agree that any action to enforce this Agreement may be brought only in the United States District Court for the Middle District of Louisiana or the Nineteenth Judicial District Court in and for East Baton Rouge Parish, Louisiana, which forums shall have exclusive jurisdiction and venue of any such action.

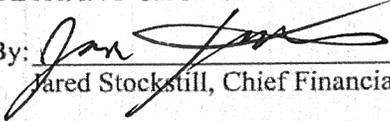
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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

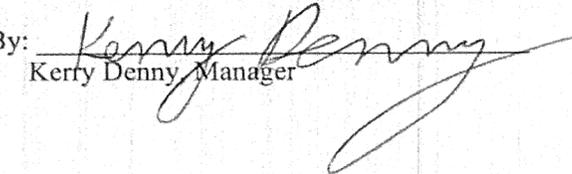
SELLER:

BETHANY CHURCH

By: 
Jared Stockstill, Chief Financial Officer

BUYER:

RED STICK BROADCASTING, LLC

By: 
Kerry Denny, Manager

Schedule 1.1 (a)
FCC Licenses and Authorizations

FCC Licenses
Station WLFT-CD, Baton Rouge, Louisiana
Facility ID Number 8653
Bethany Church

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	WLFT-CD	BLTDA-20110912ACB	9/28/2011	6/1/2013
Broadcast Renewal	WLFT-CD	BRDTA-20130129A1X	7/23/2013	6/1/2021
Broadcast Renewal	WLFT-CD	0000132540	Pending (Filed 1/26/2021)	

Broadcast Auxiliary Authorizations

Type of Authorization	Call Sign	Grant Date	Expiration Date
NONE			

Antenna Structure Registration	Latitude/Longitude	Location	Overall Height Above Ground (AGL)
ASR #: 1227819	30°-22'-50.4"N 091°-03'-16.5"W	South side of Honore Lane, approx. 0.4 mile east of intersection with Siegen Lane	152.4

Schedule 1.1(b)
Tangible Personal Property

WLFT Asset List

WFLT Asset List

Asset Tag ID	Description	Brand	Model	Serial No
500002	6 Satellite Dish Antennas located at 13567 Plank Road behind building			
500003	UPS 1996 model	Feerups	FE4.3KVA	fe4-3k03865
500004	Sony BRC-H700 High Definition HD 3CCD Robotic PTZ Video Camera w/ BRBK-H700 (5C)	Sony	BRC-H700	103474
500005	Sony BRC-H700 High Definition HD 3CCD Robotic PTZ Video Camera w/ BRBK-H700 (5C)	Sony	BRC-H700	103832
500006	Sony BRC-H700 High Definition HD 3CCD Robotic PTZ Video Camera w/ BRBK-H700 (5C)	Sony	BRC-H700	1250002
500007	Plasma TV 60"	LG	60PY3DF	801RMNE083959
500008	Marshall Electronics V-R241-IMD-HDSDI TFT LCD Monitor (24")	Marshall	V-R241-IMD-HDSDI	2.7777E+11
500009	Curtains 60x8	Rosebrand		
500015	Junior Butterfly Stands 4 stage			
500016	Butterfly rig 12x12			
500017	ESE Clock System 5 piece , located in film studio	ESE		9846
500018	NewTek TriCaster TCXD40 v2 Tricaster 40 v2	Newtek	TC40	NA5047697392630
500019	Marshall Electronics V-R241-IMD-HDSDI TFT LCD Monitor (24")	Marshall	V-R241-IMD-HDSDI	
500020	HP Computer	HP	Pavilion	
500021	Linear Mux	Linear		
500022	Sage Digital ENDEC Digital Endec EAS Encoder / Decoder (EMS System)	Sage	3644	B408628
500023	Blackmagic Smart Videohub CleanSwitch 12X12 Router	Black magic	BLSVH1212	3131384
500024	Blackmagic Design Teranex AV Broadcast Quality Standards AV Converter	Blackmagic	BMDTERANEXEPAV12GQL	
500025	Blackmagic Design Teranex AV Broadcast Quality Standards AV Converter	Blackmagic	BMDTERANEXEPAV12GQL	
500026	Blackmagic Design Teranex AV Broadcast Quality Standards AV Converter	Blackmagic	BMDTERANEXEPAV12GQL	
500027	AList 2-channel , Broadcast Server	Rushworks		1289305
500028	Data management dijillite , file management	Rushworks		18044810800
500030	Broadcast Server 2 channel	RL Systems		
500031	Talon G2 H.264 Encoder	Osprey	Talon G2	
500032	Ubiquiti UniFi Switch - 48 Ports Managed (US-48-500W)	Ubiquiti	US-48-500W	1847G18E829219A20-
500033	Synology 5 Bay NAS DiskStation DS1019+	Synology	DS1019+	190QXR6APT7M
500034	Various Tools in rolling tool box	Stanley		
500036	HP All In One	HP		18WW2H5T60
500037	4 Dell Laptops, downtown	Dell	Inspiron	
500038	DELL B5460DN Workgroup Duplex Network Laser Printer 63 ppm, downtown	Dell	B5460dn	
500039	Ubiquiti Networks UniFi Switch (US-24-250W) 24-Ports Ethernet Switch, downtown	Ubiquiti	US-24-250W	18e8292b91dc
500040	Mikrotik CCR1009-7G-1C-1S+ Cloud Core Router RouterBoard 10/100/1000 Ethernet 7	Mikrotik	CCR1009-7G-1C-1S+	91600A3805Ff7923
500041	Tripp Lite 1500VA Smart UPS Battery Back Up, 900W Rack-Mount/Tower, LCD, AVR, USB,	Tripp-Lite	SMART1500LCD	29-
500042	Apple iMac with Retina 5K Display (mid-2015) , downtown	Apple	MF885LL/A	C02P80Z7FY10

500043	Marshall 2.0 MP High Resolution Encoder / Decoder with HD-SDI , downtown	Marshall	VS-102-HDSDI	3.61191E+11
500044	Sony PSZ-RA6T 6TB 2-Bay Thunderbolt 2 Portable RAID Array (2 x 3TB) , downtown	Sony	PSZ-RA6T	0WTA2S9920700ED
500045	HP All In One (Sales Client) , downtown	HP	22-C0036	8CC8201MGP
500046	Marshall Electronics V-R241-IMD-HDSDI TFT LCD Monitor (24") , downtown	Marshall	V-R241-IMD-HDSDI	2.83363E+11
500047	Blackmagic Design Production Camera 4K with EF Mount , downtown	Blackmagic	BMCC4K	1723067
500048	Mixing Console, downtown	TOA		
500049	JVC 24-INCH BROADCAST STUDIO MONITOR w/HDSDI , downtown	JVC	DT-V24L1D	132E0896
500050	Clear-Com WBS-680-A2 2 Ch. Wireless UHF Base Station - Band A2 & 3 Headsets ,	Clearcom	WBS-680	13230
500051	Teradek Cube 305 HD-SDI Rugged Camera-top H.264 Decoder (CUBE-305) , downtown	Teradek	Cube-305	30503798
500053	MPTV Transmitter, Combiner, cables, and misc equipment (31k for new transmitter and	Anywave		
	1994 Ford Van (color wrap) Vin 1FTEE14N3RHA76703	Ford	Econoline	1FTEE14N3RHA76703
	3 windsted Racks with wrap around counter housing production equipment			
	1 production console and associated racks for production equipment			
	office furniture specifically conference table, frig, executive office desk and furniture,			
	1k studio lights hanging from ceiling located in video studio and any other lights for			

Schedule 1.1(c)

Station Contracts

Vendor Name	Station	Services	Begin Date	Current End Date	Assignment Terms	Contact Info
CoxCom, LLC d/b/a Cox Communications	WLFT-CD	Retransmission Consent Agreement	1/1/2020	12/31/2025	May assign to station buyer without consent and Cox may require assignment to station buyer [Section 18(b)]	Cox Communications Attn: Content Acquisition Department 6205-B Peachtree-Dunwoody Road Atlanta, GA 30328
Memorable Entertainment Television (MeTV) Network	WLFT-CD	Entertainment Programming	__/__/__	6/28/2021	No assignment	Unknown
Eatel Westside, LLC d/b/a Eatel and Eatel Video, L.L.C. d/b/a Eatel	WLFT-CD	Retransmission Consent Agreement & its Amendment	5/1/2017 10/1/2018	__/__/2018 9/30/2021	Unknown	Unknown
Titan TV, Inc.	WLFT-CD	Broadcast Tools and Services Agreement	9/2/2020 9/2/2021	9/1/2021 9/2/2022	May assign to station buyer without consent	Colin Flynn (319) 739-3102 cflynn@titanv.com

Schedule 1.2 (g)
Excluded Assets

None.

Schedule 2.8
Permitted Encumbrances

None.

EXHIBIT A

Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (“**Agreement**”) is made effective as of July 15, 2021 (the “**Effective Date**”), by and among:

BETHANY CHURCH (“Seller”), a Louisiana non-profit, religious corporation located at 10877 Reiger Road, Baton Rouge, LA 70809, represented herein by its undersigned, duly-authorized officer;

RED STICK BROADCASTING, LLC (“Buyer”), a Louisiana limited liability company located at 334 Third Street, Suite A, Baton Rouge, LA 70801, represented herein by its undersigned, duly-authorized Manager; and

PHELPS DUNBAR, L.L.P. (“Escrow Agent”), a Louisiana limited liability partnership located at 400 Convention Street, Suite 1100, Baton Rouge, LA 70802, represented herein by its undersigned, duly-authorized Partner, Charles L. Spencer.

Recitals:

WHEREAS, Buyer and Seller have executed a Letter of Intent (“**LOI**”) to enter into an Asset Purchase Agreement (“**Purchase Agreement**”) for the acquisition by Buyer of certain assets of Seller relating to Class-A television station WLFT-CD, Baton Rouge, LA, (FCC Facility ID No. 8653);

WHEREAS, pursuant to the LOI, Buyer must deposit the amount of **NINETY-FOUR THOUSAND AND NO/100 (\$94,000.00) DOLLARS** cash (the “**Deposit**”) into escrow, and the Deposit will be included in the terms of the Purchase Agreement;

WHEREAS, Buyer and Seller have mutually agreed that Escrow Agent shall act as the escrow agent herein;

WHEREAS, Escrow Agent is willing to act as the escrow agent under this Agreement and to hold, manage and distribute the Deposit in accordance with this Agreement;

WHEREAS, the parties desire to hereby effectuate the foregoing terms of the LOI and the terms to be included in the Purchase Agreement and to agree upon the rights, liabilities and obligations of Buyer, Seller and Escrow Agent with respect to the Deposit and for its disposition; and

WHEREAS, in the event of a conflict between the provisions of this Escrow Agreement and the provisions of the LOI or Purchase Agreement, this Escrow Agreement shall prevail as to the rights, duties, obligations and liabilities of Buyer, Seller and Escrow Agent with respect to the Deposit and its deposition.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants hereinafter contained, the parties enter into this Escrow Agreement, intending it to be as contemplated by the parties in LOI, and in the Purchase Agreement upon its

execution, and a binding agreement.

1. Buyer and Seller agree that the Deposit shall be made to, and shall be held by, Escrow Agent for the accommodation of Buyer and Seller, in a non-interest bearing account. In the event any litigation should arise between the parties to this Agreement concerning the Deposit, then Buyer and Seller hereto do solidarily and jointly and severally agree to hold Escrow Agent harmless from, and indemnify and defend Escrow Agent for, the payment of any cost or other expenses that may be involved in said litigation (including reasonable legal fees and expenses of attorneys chosen by Escrow Agent, which may include Escrow Agent's own costs using its usual billing rates for attorneys employed by Escrow Agent), and from and for any and all loss, damage, tax, liability and expense that may be incurred by Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent, including without limitation to such liability arising from the negligence of Escrow Agent, except for gross negligence, willful misconduct or bad faith of the Escrow Agent. In the event of a dispute, Escrow Agent's only obligation shall be to retain the Deposit until a final determination has been issued or to pay the Deposit into a court of competent jurisdiction.
2. Escrow Agent shall deliver the Deposit in accordance with the following terms:
 - (a) To the person responsible for closing the sale, at the Closing, in the event the Closing timely occurs under the Purchase Agreement;
 - (b) To Seller upon receipt of demand therefor signed by Seller stating that Buyer has defaulted in the performance of Buyer's obligation to timely close the sale contracted for in this Agreement under this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) calendar days after the date on which Escrow Agent shall have mailed a copy of such demand to Buyer; nor thereafter if Escrow Agent shall have been given a written notice of objection from Buyer; or
 - (c) To Buyer upon receipt of demand therefor signed by Buyer stating that either Seller has defaulted in the performance of Seller's obligations under the Purchase Agreement, or that the Purchase Agreement has been terminated by Seller or Buyer, and Buyer is entitled to the refund of the Deposit pursuant to the terms of this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) calendar days after the date on which Escrow Agent shall have mailed a copy of such demand to Seller, nor thereafter if Escrow Agent shall have been given a written notice of objection from Seller.
3. If Escrow Agent shall have been given a written notice of objection within the time prescribed, then and in any such event, Escrow Agent shall refuse to comply with any claims or demands on it, and shall continue to hold the Deposit until Escrow Agent receives either a written notice signed by both Buyer and Seller directing the disbursement of the Deposit, or a final non-appealable order by a court of competent jurisdiction, entered in a proceeding in which Buyer, Seller and Escrow Agent are named

as parties, directing the disbursement of the Deposit, in either of which events Escrow Agent shall then disburse the Deposit in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless it has received such direction. Upon compliance with such direction, Escrow Agent shall be released of and from all liability under the Purchase Agreement, unless caused by its gross negligence, willful misconduct or bad faith.

4. The foregoing notwithstanding, Escrow Agent may, on notice to Buyer and Seller, take such affirmative steps as Escrow Agent may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader or concursus proceeding, the attorneys' fees and costs of which shall be borne by whichever of the parties is the losing party. Buyer and Seller each hereby irrevocably consent to the jurisdiction and venue of East Baton Rouge Parish Civil District Court, State of Louisiana, or (if available and elected by Escrow Agent) the United States District Court for the Middle District of Louisiana, and irrevocably agree that all actions or proceeding arising out of or relating to this Agreement shall be exclusively litigated in such courts. The Escrow Agent shall be reimbursed for all costs and expenses of such proceeding, including without limitation reasonable attorneys' fees and costs, by the party determined not to be entitled to the Deposit. Upon the taking by Escrow Agent of the action described above, Escrow Agent shall be released of and from all liability under the Purchase Agreement, unless caused by its gross negligence, willful misconduct or bad faith.
5. Escrow Agent shall not have any duties or responsibilities, except those specifically set forth in this Article, and, absent gross negligence, willful misconduct or bad faith, shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt, or other writing, instrument or document reasonably believed by Escrow Agent to be genuine. Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth in this Agreement, being purely ministerial in nature. Nothing contained herein shall be deemed to obligate Escrow Agent to pay or transfer any monies hereunder unless and until such funds are received by Escrow Agent. Escrow Agent shall have no liability for loss arising from any cause beyond its control, including without limitation the following: (i) the act, failure, neglect or insolvency of any financial institution selected by Escrow Agent; (ii) any delay, error, omission or default connected with the remittance of funds; (iii) any delay, error, omission or default of any mail, telephone or e-mail service or operator; or (iv) the acts of any government or governmental agency or other entity exercising governmental powers. To the extent that Buyer or Seller allege that Escrow Agent breached its duties or responsibilities, including any allegation of gross negligence, willful misconduct or bad faith, Buyer and Seller hereby agree that any such allegation, dispute or claim against Escrow Agent shall be submitted to binding arbitration before the American Arbitration Association in New Orleans, Louisiana, in accordance with the prevailing Commercial Rules of the American Arbitration Association. The arbitration panel shall consist of three (3) members, one of

whom shall have five (5) years' experience in the sale of commercial property, and one of whom shall be a retired federal or state district court judge.

6. Notwithstanding Escrow Agent's obligations under this Agreement, Escrow Agent may refrain from doing anything which could or might in its reasonable opinion: (i) be contrary to the state laws of Louisiana or the federal laws of the United States of America or the laws of any other relevant jurisdiction; (ii) be contrary to any requirement of any court of competent jurisdiction or any supervisory or regulatory authority; or (iii) otherwise render Escrow Agent liable to any other person.
7. Buyer acknowledges that Escrow Agent represents and is acting in a separate capacity as counsel for Seller in connection with the transaction described in the Purchase Agreement. Buyer acknowledges that its interests may differ from the interests of Seller, that Buyer has the right, and had the opportunity, to consult with independent counsel in connection with the transaction described herein. Buyer acknowledges such disclosure and consents to the representation of Seller by the law firm of Phelps Dunbar, L.L.P. Buyer acknowledges that Escrow Agent will not undertake any obligation to protect Buyer's interest in connection with the transaction. In the event that a dispute arises in connection with the transaction or any other relationship among Seller and Buyer, Buyer acknowledges that Phelps Dunbar, L.L.P. has the right to continue to represent Seller and hereby waives any conflicts of interest that may arise. Buyer specifically agrees that Escrow Agent may continue to represent Seller in connection with any dispute over entitlement to the Deposit. Buyer represents and warrants that it has sought its own and separate legal counsel with respect to its review, execution and delivery of this Agreement. Buyer agrees that neither the services of Escrow Agent under this Agreement nor any provision hereof, either expressed or implied, shall restrict or inhibit Escrow Agent in any way from representing Seller in any action, dispute, controversy, arbitration, suit or negotiation arising under this Agreement, the LOI, the Purchase Agreement or any other related agreement, whether or not involving all of the parties hereto.
8. 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:

Red Stick Broadcasting, LLC
334 Third Street, Suite A
Attn: Kerry Denny, Manager
Email: kdenny20@cox.net

If to Seller, to:

Bethany Church
10877 Reiger Road
Baton Rouge, LA 70809
Attn: Jared Stockstill
Email: jared.stockstill@bethany.com

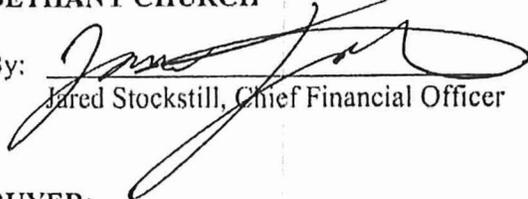
If to Escrow Agent to:

Charles L. Spencer
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
Email: Charles.Spencer@Phelps.com

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana without giving effect to the State's choice or conflicts of law provisions.
10. 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.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. For purposes of this Agreement, electronically scanned pdf and facsimile copies hereof and electronically scanned pdf and facsimile signatures hereof shall be authorized and deemed effective.
12. Entire Agreement. This Agreement, the LOI and the Purchase Agreement constitute the entire agreement of the parties, and 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 Recitals set forth above are incorporated herein and made a part hereof as fully as if stated again here in their entirety. 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.

[SIGNATURE PAGE FOLLOWS]

**SELLER:
BETHANY CHURCH**

By: 
Jared Stockstill, Chief Financial Officer

**BUYER:
RED STICK BROADCASTING, LLC**

By: 
Kerry Denny, Manager

**ESCROW AGENT:
PHELPS DUNBAR, L.L.P.**

By: 
Charles L. Spencer, Partner

EXHIBIT B
Building Lease

BUILDING LEASE

THIS BUILDING LEASE (this “**Lease**”) is made as of the ____ day of _____, 2021, between **BETHANY CHURCH**, a Louisiana not-profit corporation having an address at 10877 Rieger Road, Baton Rouge, LA 70809 (“**Lessor**”), and **RED STICK BROADCASTING, LLC**, a Louisiana limited liability company having an address of 334 Third St., Suite A, Baton Rouge, LA 70801 (“**Tenant**”), and becomes effective as of the Term Commencement Date (as defined below in Section 2).

RECITALS

Lessor owns a building currently used as a television studio and the real property on which it is situated, including the adjacent parking area, located at 13567 Plank Road, Baker, LA 70714 (together, the “**Leased Premises**”).

The parties desire to enter into this agreement to allow Tenant to use the Leased Premises subject to the terms of this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the rent to be paid to Lessor by Tenant hereunder and the mutual rights, obligations, terms, covenants and provisions hereof, Lessor and Tenant agree as follows:

1. Lease.

1.1 Subject to the terms and conditions of this Lease, Lessor hereby rents, demises and leases to Tenant and Tenant hereby takes, hires and leases from Lessor the Leased Premises for the purpose of operating Tenant’s television station, WLFT-CD (FCC Fac. Id. No. 8653) (the “**Station**”). The Lease of the Leased Premises shall also include use of the Lessor-owned fiber and wireless links (the “**Transmission System**”) that have been used as part of the studio-to-transmitter link while Lessor owned the Station.

1.2 At all times during the Term (as defined below) of this Lease (including any extension thereof), and subject to the express obligations of Section 5 below: (a) Tenant acknowledges that it has made an inspection of the Leased Premises and finds the same suitable for its intended purposes and accepts the Leased Premises in its present “as-is” condition; (b) Lessor expressly disclaims any warranties of fitness or merchantability with respect to the Leased Premises; (c) Tenant waives its right to object to: (i) the physical characteristics of the Leased Premises, (ii) except as otherwise provided in Section 5.1 below, the Leased Premises’ compliance with legal requirements, and (iii) any and all existing conditions of the Leased Premises; and (d) except for items covered under Section 5.1 below, Tenant assumes responsibility for the condition of the Leased Premises and releases Lessor from liability for any and all injuries caused by any defect therein to the full extent allowed by the provisions of La. R.S. 9:3221.

2. Term.

2.1. Subject to the provisions for termination or extension set forth in this Lease, the initial term (the “**Initial Term**”) of the Lease shall be for a period of one (1) year commencing on the date hereof (the “**Term Commencement Date**”) and ending on the final day of the twelfth (12th) full month following the Term Commencement Date (*i.e.*, if the Term Commencement Date is other than the first day of a month, then the Initial Term shall have a duration of the first partial month plus an additional twelve (12) months).

2.2. Unless Tenant gives Lessor written notice at least sixty (60) days’ prior to the end of the Initial Term of its intent to end the lease after the Initial Term, the Lease will be automatically extended for one additional year (the “**Renewal Term**,” and together with the Initial Term, the “**Term**”) under the same terms and conditions hereof.

3. Rent. Tenant shall pay to Lessor in advance a monthly rent in the amount of One Thousand Dollars (\$1,000.00) beginning on the Term Commencement Date and continuing on the first day of each month during the Term.

4. Utilities. Tenant agrees to place all utilities at the Leased Premises used for the operation of the Station in its name and pay all costs and charges for use of such services.

5. Maintenance; Repairs and Modifications.

5.1. During the Term, Lessor shall maintain the exterior walls, roof, parking lot, HVAC, plumbing and other mechanical equipment of the Leased Premises in good operating condition, normal wear and tear excepted, and in compliance with applicable law.

5.2. Subject to the provisions of Section 5.3 hereof, Tenant has the right to add to, modify and/or replace its equipment installed and operated on the Leased Premises at any time during the Term provided such addition, modification or replacement is consistent with state and local laws and regulations. Subject to the provisions of Section 9 below, all equipment installed by Tenant at the Site shall remain the property of Tenant.

5.3. All equipment used or installed by Tenant at the Leased Premises including electrical lines and cables shall be repaired and maintained by Tenant at its sole expense. Tenant shall maintain such equipment in accordance with standards of good engineering practice and safety. Tenant shall provide at least ten (10) business days’ notice to Lessor if any equipment installation or maintenance requires structural changes to the studio building located on the Lease Premises, which notice shall include specifications or plans regarding any equipment to be installed or maintenance to be performed which causes structural changes to the studio building. Lessor’s advance written approval shall be required regarding any installations or maintenance which causes structural changes and Lessor may delay such structural changes until it has reasonable assurances that such changes will not affect the structural integrity of the studio building.

6. Compliance with Laws. Tenant shall conduct its operations at the Leased Premises in compliance at all times with all applicable laws and governmental orders, rules, regulations and policies. Tenant shall indemnify, defend and hold Lessor harmless from any responsibility or

liability for the failure to so comply by Tenant, its agents, representatives and employees, and any and all other persons using the Leased Premises.

7. Indemnification. Tenant hereby indemnifies and shall protect and hold Lessor harmless from and defend it against all liabilities, losses, claims, demands, costs, expenses, and judgments (including reasonable attorneys' fees) arising from or in connection with (i) any injury to or the death of any person or loss or damage to property on or about the Leased Premises arising from or connected with the use of the Leased Premises by Tenant, or its agents, representatives, employees or invitees; (ii) any breach of this Lease by Tenant; or (iii) any negligent act or omission, or willful misconduct of Tenant or its agents, representatives, employees or invitees. In no event will Lessor be liable to Tenant or any other party as the result of acts or omissions of Tenant, its agents, employees, contractors at the Leased Premises. Tenant's obligations and waivers hereunder shall survive indefinitely the termination of this Lease.

8. Termination. Lessor may terminate this Lease by written notice to Tenant in the event that (i) Tenant fails to make any payments within ten (10) days of the due date, or (ii) Tenant defaults in the performance of any of Tenant's other duties and obligations under this Lease and such default is not cured or corrected within thirty (30) days after written notice has been given by Lessor to Tenant specifying the default by Tenant. Tenant shall be responsible for all costs, including reasonable attorney's fees and expenses, incurred by Lessor in connection with the enforcement of the terms of this Lease, or in connection with any action for recovery of the Leased Premises; provided, however, that such attorney's fees and expenses shall only be recovered by Lessor in the event that Lessor is the prevailing party. Upon termination pursuant to this Section 8 Tenant shall also be responsible for all unpaid rents due under this Lease through and including the date of termination.

9. Removal of Tenant's Equipment Upon Termination. Upon termination of this Lease, by expiration of the above stated Term (as the same may be extended) or otherwise, Tenant shall promptly peacefully and quietly surrender the Leased Premises to Lessor, in good order, condition and repair, except for reasonable wear and tear. Tenant shall, at its own expense, have thirty (30) days from the termination date to remove its equipment from the Leased Premises. Such restoration shall be done under the supervision of an authorized representative of Lessor at a time and in such manner as is satisfactory to such representative. Should Tenant fail to make such restoration within the thirty (30) day grace period, Lessor may elect to treat such property as abandoned and remove the equipment and restore the property at the sole cost and expense of Tenant. Lessor may dispose of the abandoned equipment as Lessor, in its sole discretion deems fit, including but not limited to using the equipment for its own operations, donation or sale (in which case, Lessor may retain the monies received which shall not be a set-off to the amounts owed by Tenant.)

10. Insurance; Damage to Studio Building, Taxes.

10.1. Tenant shall maintain, at its sole cost and expense, policies of Comprehensive General Liability Insurance insuring against liability for injury or death to persons or damage to property arising from Tenant's activities on, in or about the Leased Premises in an amount not less than \$2,000,000.00. Lessor shall be named as an additional insured on Tenant's insurance and not merely as a certificate holder. The policies shall (i) be primary to any insurance of Lessor, (ii) not require subrogation by Lessor and (iii) provide that at least thirty (30) days' advance written notice be given to Lessor prior to any change therein or termination thereof. Tenant will upon signing this Lease promptly supply Lessor with a Certificate of Insurance verifying such coverage.

10.2. In the event of damage or destruction to the studio building on the Leased Premises, Lessor in its sole and absolute discretion shall have the right to either terminate this Lease upon written notice to Tenant, or Lessor may with reasonable promptness and diligence begin and proceed with repair, rebuilding, and/or restoration of the studio building or other improvements on the Leased Premises. If Lessor is proceeding with repairs or restoration, this Lease shall not abate or terminate by reason of such damage or destruction. Tenant shall also have the right to erect temporary facilities on the Leased Premises, provided that such facilities do not interfere in any way with Lessor's repair and reconstruction of the basic facilities. Upon written notice of termination from Lessor to Tenant, this Lease shall terminate and be of no further effect and Tenant shall not be entitled to any payment from Lessor other than a rebate of any prepaid rent.

10.3. Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership, control or operation of Tenant's equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Lessor shall be responsible for any taxes applicable to the Leased Premises.

11. Condemnation. If that portion of the Leased Premises on which the studio building or adjacent parking area is located is acquired or condemned by any public authority under the power of eminent domain, this Lease shall terminate as of the date title is vested in the public authority. Tenant shall be entitled to a rebate of an appropriate portion of its monthly rent paid in advance. Lessor shall be entitled to all compensation or awards relating to such taking. Tenant acknowledges that this Lease does not entitle Tenant to any portion of any such condemnation award. If a portion of the Leased Premises other than the portion upon which the studio building is located is acquired or condemned as set forth herein, then Lessor, at its sole discretion, shall determine whether to terminate this Lease or whether it shall continue.

12. Right of First Refusal. Tenant shall have a right of first refusal to acquire the Leased Premises if, during the term of this Lease (or any extension thereof), Lessor receives a bone fide offer to purchase the Leased Premises or any part thereof from a third party. Tenant shall have thirty (30) days from Lessor's notice (which shall include a copy of the proposed contract) to Tenant that it has received a bone fide offer to purchase the Leased Premises, for Tenant to deliver to Lessor Tenant's written agreement to purchase the Leased Premises at the same purchase price and on the same conditions as the third party.

13. Subordination; Liens.

13.1. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Site and to all renewals, modification, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Tenant, upon written request from Lessor, shall execute a certificate confirming such subordination and Tenant hereby irrevocably appoints Lessor as Tenant's attorney-in-fact to execute such certificate for and on behalf of Tenant.

13.2. Tenant shall not suffer or permit any liens to stand against the Leased Premises. If any liens are filed against the Leased Premises by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Tenant or anyone acting through or under Tenant ("**Mechanics' Liens**"), Tenant shall cause it to be discharged of record by either payment, deposit, or bond within thirty (30) days after the date Tenant receives notice from any party that the lien has been filed. If Tenant fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond, and all amounts incurred by Lessor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Tenant to Lessor.

14. Environmental. Tenant represents, warrants, and covenants to Lessor that Tenant shall not use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined below). Tenant shall indemnify, hold harmless and defend Lessor from and against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and remediation costs, if any) incurred by Lessor in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Tenant's representations and warranties contained in this Section, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, caused by the acts or omissions of Tenant, or its agents, representatives, or contractors, or (iii) Tenant's failure to provide all information, make all submissions, take all actions required by or otherwise comply with all Environmental Regulations. For the purposes of this clause, the term "**Environmental Regulations**" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 *et seq.*); (vi) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 *et*

seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 *et seq.*); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) *et seq.*); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 *et seq.*); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 *et seq.*); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. § 4321-4347). Tenant's obligations hereunder shall survive the termination of this Lease.

15. Waiver. The failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance, and no modification of any provision hereof and no cancellation or surrender of rights and privileges herein afforded shall be valid unless in writing and signed by the parties.

16. Limitation of Liability. Notwithstanding any other provision herein, except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable or responsible to Tenant or to anyone claiming under or through Tenant for any loss or damage caused by the acts or omissions of Lessor or anyone on its behalf for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or materials falling from the tower or studio building or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Leased Premises or any casualty; nor shall Lessor be liable or responsible to Tenant for any injury or damage suffered by Tenant and allegedly caused by technical interference with Tenant's operations, by the activities of any other tenants or users of the Leased Premises, or any other broadcasters or communications facilities, or other person or entity. Except for Lessor's own acts of gross negligence or willful misconduct, Lessor shall not be liable to Tenant, or to any other person for personal injury, including death, or property damage and then Lessor shall be liable only for compensatory damages and not for consequential damages. Lessor shall have no liability for any act or omission by any persons other than Lessor's own employees or for any act based upon reasonable reliance upon recommendations of professional engineering or structural engineering firms or personnel. Lessor shall not be liable under any circumstances for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by Tenant. Anything to the contrary elsewhere in this Lease notwithstanding, Tenant, and any person claiming under or through Tenant, shall look solely to the estate and property of the then-Lessor in the Leased Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies. In no event shall Lessor or any of its officers, directors, agents, advisors, managers, shareholders, partners, beneficiaries, affiliates or successors or assigns ever have any personal liability for any covenant, agreement, obligation, warranty, representation, indemnity or undertaking under this Lease or otherwise be answerable or liable in any equitable, judicial or administrative proceeding.

17. Applicable Law. This Lease shall be construed and applied in accordance with the laws of the State of Louisiana, without regard to its conflict of laws rules.

18. Entire Agreement. This Lease contains the entire agreement of the parties and may not be modified or amended except by an instrument in writing signed by the parties.

19. Binding Effect. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns; provided, however, this Section shall not be deemed to imply that this Lease is transferable or assignable by Tenant.

20. Assignment. Lessor may assign its rights and obligations under this Lease. Tenant may not assign its rights or obligations under this Lease without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Any assignment by Tenant without Lessor's prior written consent shall be void and such assignment shall constitute a material default hereunder.

21. Notices. All payments shall be delivered to Lessor at its address set forth below by first class mail, postage prepaid, hand delivery or by overnight delivery service. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted shall be in writing and shall be deemed to have been given or delivered if (a) personally delivered, (b) delivered and confirmed by electronic mail; (c) delivered by Federal Express or other reputable overnight delivery service or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

In the case of Lessor:

Bethany Church
10877 Rieger Road
Baton Rouge, LA 70809
Attn: Jared Stockstill
jared.stockstill@bethany.com

With copies to (which shall not constitute notice):

Charles L. Spencer
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
Charles.Spencer@Phelps.com

In the case of Tenant:

Red Stick Broadcasting, LLC
334 Third St., Suite A
Baton Rouge, LA 70801
Attn: Kerry Denny, Manager
kdenny20@cox.net

With copies to (which shall not constitute notice):

Hardy, Carey, Chautin & Balkin LLP
1080 West Causeway Approach
Mandeville, LA 70471
Attention: Mark A. Balkin
mbalkin@hardycarey.com

Notices sent via United States mail shall be deemed given on the third business day following the day they are sent, notices sent via overnight carrier shall be deemed given on the business day following the day they are sent, and notices sent via hand delivery, electronic mail or facsimile shall be deemed given on the day of receipt. Either party may specify a different payment or notice address by giving notice thereof to the other party in the manner provided above.

22. Force Majeure Clause. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period equivalent to the period of such delay. Notwithstanding the foregoing, nothing in this Section 22 shall excuse Tenant from paying rent in accordance with Section 3 hereunder.

23. Miscellaneous.

23.1. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease nor in any way affect this Lease.

23.2. Tenant shall not record this Lease, but may record a memorandum of this Lease to be executed by the parties hereto in form for recording promptly upon written request of either party. Same shall be recorded in the appropriate office of the city, county or state duly prescribed by law for such recordation.

23.3. Lessor and Tenant respectively represent and warrant to the other that all necessary corporate or other-entity action has been duly taken to authorize the execution and delivery of this Lease and the performance or observance of the provisions of this Lease.

23.4. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Lease.

23.5. All Exhibits attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein.

23.6. Each party represents to the other that it has not dealt with any broker in negotiating this transaction, and each hereby agrees to indemnify and save the other harmless of and from any claim or liability for brokerage commissions by any party claiming to have acted on its behalf in this transaction.

23.7. Each party hereto agrees, at any time and from time to time, upon not less than ten (10) days prior request by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which fees and other charges, if any, have been paid in advance. Such statement may be relied upon by any prospective purchaser, lender or permitted assignee.

23.8. All references to time periods or specific dates or times shall be deemed to be of the essence.

[Remainder of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Lease as of the day and year first-above written.

BETHANY CHURCH

By: _____
Name: _____
Title: _____

RED STICK BROADCASTING, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C
Site Lease

SITE LEASE

THIS SITE LEASE (this “**Lease**”) is made as of the ____ day of _____, 2021, between **BETHANY CHURCH**, a Louisiana not-profit corporation having an address at 10877 Rieger Road, Baton Rouge, LA 70809 (“**Lessor**”), and **RED STICK BROADCASTING, LLC**, a Louisiana limited liability company having an address of 334 Third St., Suite A, Baton Rouge, LA 70801 (“**Tenant**”), and becomes effective as of the Term Commencement Date (as defined below in Section 2).

RECITALS

Lessor owns and operates a broadcast transmission tower located at 30° 22' 50.40" N Latitude; 91° 03' 16.50" W Longitude (NAD 83) (on the South side of Honore Lane, approx. 0.4 mile east of intersection with Siegen Lane in Baton Rouge, LA) (the “**Tower**”) (FCC Antenna Structure Registration Number 1227819) and an adjacent transmitter building (the “**Building**”) located on that approximately 10-acre portion (the “**Site**”) of Lessor’s larger tract.

The parties desire to enter into this agreement to allow Tenant to lease space in the Building and on the Tower (collectively, the “**Leased Premises**”), subject to the terms of this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the rent to be paid to Lessor by Tenant hereunder and the mutual rights, obligations, terms, covenants and provisions hereof, Lessor and Tenant agree as follows:

1. Lease. Subject to the terms and conditions of this Lease, Lessor hereby rents, demises and leases to Tenant and Tenant hereby takes, hires and leases from Lessor the Leased Premises, as more particularly described below:

1.1. Tenant may occupy and use the mounting space as more specifically described on Exhibit A hereto on the Tower for the installation, maintenance and operation of Tenant’s antenna(s) and associated equipment at height(s) and orientation(s) specified on Exhibit A.

1.2. Tenant may occupy and use, on a non-exclusive basis, the Building space described below for the installation, operation, and maintenance of Tenant’s transmit and receive equipment and associated hardware for Tenant’s television station, WLFT-CD, (FCC Fac. Id. No. 8653) (the “**Station**”). The Building space which Tenant may use for such purposes is the same space that Lessor used for similar purposes when Lessor owned the Station; any material deviation by Tenant from the amount and location of such space will require the advance written approval of Lessor.

1.3. Consistent with Section 5 below, Tenant shall have the right in common with others to connection to power, telephone and utility lines in the Building. If Lessor maintains a back-up generator at the Site, Lessor may permit Tenant to use said generator in the event of a power outage affecting the Leased Premises. Lessor shall have no obligation to permit said use or to maintain or replace a generator existing at the Site at the time this Agreement is executed.

1.4. Tenant shall have the limited non-exclusive right, in common with others, to use the roadways existing or as may be constructed on the Site for ingress and egress to and from the Tower and Building as reasonably necessary for purposes of installation, removal, maintenance and repair of Tenant's equipment.

1.5. At all times during the Term (as defined below) of this Lease (including any extension thereof), and subject to the express obligations of Section 6 below: (a) Tenant acknowledges that it has made an inspection of the Leased Premises and finds the same suitable for its intended purposes and accepts the Leased Premises in its present "as-is" condition; (b) Lessor expressly disclaims any warranties of fitness or merchantability with respect to the Leased Premises; (c) Tenant waives its right to object to: (i) the physical characteristics of the Leased Premises, (ii) the Leased Premises' compliance with legal requirements, and (iii) any and all existing conditions of the Leased Premises; and (d) Tenant assumes responsibility for the condition of the Leased Premises and releases Lessor from liability for any and all injuries caused by any defect therein to the full extent allowed by the provisions of La. R.S. 9:3221.

2. Term. Subject to the provisions for termination or extension set forth in this Lease, the term ("**Term**") of the Lease shall be for a period of seven (7) years commencing on the date hereof (the "**Term Commencement Date**") and ending on the final day of the eighty-fourth (84th) full month following the Term Commencement Date (*i.e.*, if the Term Commencement Date is other than the first day of a month, then the Term shall have a duration of the first partial month plus an additional seven (7) years).

3. Rent. Tenant shall pay to Lessor in advance a monthly rent in the amount of One Thousand Dollars (\$1000.00) (the "**Base Rent**"), beginning on the Term Commencement Date and continuing on the first day of each month during the first year of the Term. Beginning in the second year of the Term, the Base Rent shall increase annually on the anniversary date hereof by three percent (3%) over the then-expiring year's rent.

4. Interference. Tenant shall not cause interference of any kind to the prior operations of Lessor or other tenants on the Site in excess of levels permitted by the Federal Communications Commission ("**FCC**") or interference to consumer electronic devices or blanketing interference as defined in Section 73.318 of the FCC's rules (collectively, "**Interference**"). Tenant shall immediately take such steps as may be necessary to prevent and/or correct any such interference caused by the operations of Tenant. As used herein, "interference" shall mean a degradation of the transmitted signal or creation of spurious emissions in excess of levels permitted by the rules and regulations of the FCC. If such interference cannot immediately be eliminated under applicable FCC rules or directives, Tenant shall temporarily disconnect the electric power and shut down Tenant's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. Lessor shall impose upon future users a duty to refrain from interfering with Tenant that is similar to that set forth herein.

5. Utilities. Lessor shall make available to Tenant access to all essential public utility services necessary to Tenant's operations that are available at the Site. Tenant agrees to separately meter and pay any and all charges for all connections or installations required by Tenant as well as all costs and charges for use of such services. Tenant shall furnish, keep and maintain all electrical

boxes, switches, wiring, and any other units or equipment necessary for the operation of Tenant's equipment or for connection to access power lines and conduits provided by Lessor or the utility company.

6. Maintenance; Repairs and Modifications.

6.1. During the Term, Lessor shall maintain the Tower, the Building and the Site in good operating condition, normal wear and tear excepted, and in compliance with applicable law.

6.2. Subject to the provisions of Section 6.3 hereof, Tenant has the right to add to, modify and/or replace its equipment installed and operated on the Leased Premises at any time during the Term provided such addition, modification or replacement is consistent with the FCC's rules, regulations and policies, and good engineering practices and does not violate Tenant's obligations under Section 4 above. Subject to the provisions of Section 10 below, all equipment installed by Tenant at the Site shall remain the property of Tenant.

6.3. All equipment caused to be installed or brought upon the Site or in the Building by Tenant and related to its authorized activities, electrical lines and cables, and items related to the above, shall be repaired and maintained by Tenant at its sole expense. Tenant shall maintain such equipment in accordance with standards of good engineering practice and safety. In the event such repair or maintenance is required, Tenant shall immediately notify Lessor orally and in writing of such requirement. Unless an emergency exists, such written notice shall be given at least ten (10) days prior to the date and time indicated by such notice that the repairs or maintenance work will commence. Prior to the installation of any new or replacement equipment, Tenant shall provide at least thirty (30) days' advance written notice to Lessor of the date and time Tenant plans to begin the equipment installation. In addition, the advance written notice shall also include:

- (a) Specifications detailing the equipment to be installed and work to be performed in such detail as Lessor may reasonably request.
- (b) If requested by Lessor (at Lessor's sole discretion), a structural analysis, wind load analysis and other load stress analysis of the Tower conducted at Tenant's sole cost and expense by an engineer or engineers approved by Lessor. Said analysis shall include any existing loads (as well as the loads that prior users have the right to place on the Tower) and the additional load of Tenant's proposed equipment, transmission line and appurtenances. Tenant shall be responsible for the costs to implement any modifications or improvements to the Tower or its structural sub-components and foundation required to satisfy any recommendations based on such structural analyses. Notwithstanding the foregoing, in the event another user, including Lessor, also seeks to make changes to or on the Tower concurrently with Tenant, the costs of the structural analysis and implementation of any recommends therefrom shall be split between Tenant and the other user or users. All correspondence and reports related to the analysis shall be copied to Lessor.

During the time period of repair, maintenance or installation, Lessor, at its discretion and its sole cost, may require its agent, servant or employee to be present at all times.

6.4. Lessor may lease space on the Leased Premises to any other party, without the prior consent of Tenant, provided that such lease or any modification or installation of equipment by Lessor or any third party complies with the technical specifications herein and shall not cause Interference to Tenant's transmission or equipment.

7. Compliance with Laws. Tenant shall conduct its operations on the Site in compliance at all times with all applicable laws and governmental orders, rules, regulations and policies. Tenant, its agents, representatives and employees, and any and all other persons using Tenant's antenna and equipment for the transmission and receipt of signals, shall comply with all laws and governmental orders, rules, policies and regulations respecting such use or the occupation of the Tower, the Building or the Site. Tenant shall indemnify, defend and hold Lessor harmless from any responsibility or liability for the failure to so comply by Tenant, its agents, representatives and employees, and any and all other persons using Tenant's antenna and equipment. Tenant's communications operation shall be conducted at all times in accordance with the standards imposed by the FCC and any other governmental body with authority over such operations. Tenant shall, if requested, provide Lessor with copies of any permits required in connection with Tenant's operations on the Site.

8. Indemnification. Tenant hereby indemnifies and shall protect and hold Lessor harmless from and defend it against all liabilities, losses, claims, demands, costs, expenses, and judgments (including reasonable attorneys' fees) arising from or in connection with (i) any injury to or the death of any person or loss or damage to property on or about the Tower, Building or Site arising from or connected with the use of the Leased Premises by Tenant, or its agents, representatives, employees or invitees; (ii) any breach of this Lease by Tenant; or (iii) any negligent act or omission, or willful misconduct of Tenant or its agents, representatives, employees or invitees. In no event will Lessor be liable to Tenant or any other party as the result of acts or omissions of Tenant, its agents, employees, contractors or any other tenant of space on the Tower or at the Site. Tenant's obligations and waivers hereunder shall survive indefinitely the termination of this Lease.

9. Termination. Lessor may terminate this Lease by written notice to Tenant in the event that (i) Tenant fails to make any payments within ten (10) days of the due date, or (ii) Tenant defaults in the performance of any of Tenant's other duties and obligations under this Lease and such default is not cured or corrected within thirty (30) days after written notice has been given by Lessor to Tenant specifying the default by Tenant. Tenant shall be responsible for all costs, including reasonable attorney's fees and expenses, incurred by Lessor in connection with the enforcement of the terms of this Lease, or in connection with any action for recovery of the Leased Premises; provided, however, that such attorney's fees and expenses shall only be recovered by Lessor in the event that Lessor is the prevailing party. Upon termination pursuant to this Section 9 Tenant shall also be responsible for all unpaid rents due under this Agreement through and including the date of termination.

10. Removal of Tenant's Equipment Upon Termination. Upon termination of this Lease, by expiration of the above stated Term (as the same may be extended) or otherwise, Tenant shall promptly, peacefully and quietly surrender the Leased Premises to Lessor, in good order, condition and repair, except for reasonable wear and tear. Tenant shall, at its own expense, have thirty (30) days from the termination date to remove its equipment from the Site, the Tower and the Building. Such restoration shall be done under the supervision of an authorized representative of Lessor at a

time and in such manner as is satisfactory to such representative. Should Tenant fail to make such restoration within the thirty (30) day grace period, Lessor may elect to treat such property as abandoned and remove the equipment and restore the property at the sole cost and expense of Tenant. Lessor may dispose of the abandoned equipment as it, in its sole discretion deems fit, including but not limited to using the equipment for its own operations, donation or sale (in which case, Lessor may retain the monies received which shall not be a set-off to the amounts owed by Tenant.)

11. Insurance; Damage to Tower or Site, Taxes.

11.1. Tenant shall maintain, at its sole cost and expense, policies of Comprehensive General Liability Insurance insuring against liability for injury or death to persons or damage to property arising from Tenant's activities on, in or about the Leased Premises in an amount not less than \$2,000,000.00. Lessor shall be named as an additional insured on Tenant's insurance and not merely as a certificate holder. The policies shall (i) be primary to any insurance of Lessor, (ii) not require subrogation by Lessor and (iii) provide that at least thirty (30) days' advance written notice be given to Lessor prior to any change therein or termination thereof. Tenant will upon signing this Lease promptly supply Lessor with a Certificate of Insurance verifying such coverage.

11.2. In the event of damage or destruction to the Tower, the Building or other improvements on the Site, Lessor in its sole and absolute discretion shall have the right to either terminate this Lease upon written notice to Tenant, or Lessor may with reasonable promptness and diligence begin and proceed with repair, rebuilding, and/or restoration of the Tower and/or the Building or other improvements on the Site. If Lessor is proceeding with repairs or restoration, this Lease shall not abate or terminate by reason of such damage or destruction. Tenant shall also have the right to erect temporary transmitting facilities on the Site, provided that such facilities do not interfere in any way with Lessor's repair and reconstruction of the basic facilities. Tenant shall have the right to substantially identical space on any rebuilt or restored tower or in any rebuilt or restored building pursuant to this Subsection. Upon written notice of termination from Lessor to Tenant, this Lease shall terminate and be of no further effect and Tenant shall not be entitled to any payment from Lessor other than a rebate of any prepaid rent.

11.3. Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership, control or operation of Tenant's equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Lessor shall be responsible for any taxes applicable to the Site, the Tower and the Building.

12. Condemnation. If that portion of the Site on which the Tower is located is acquired or condemned by any public authority under the power of eminent domain, this Lease shall terminate as of the date title is vested in the public authority. Tenant shall be entitled to a rebate of an appropriate portion of its monthly rent paid in advance. Lessor shall be entitled to all compensation or awards relating to such taking. Tenant acknowledges that this Lease does not entitle Tenant to any portion of any such condemnation award. If a portion of the Site other than the portion upon which the Tower is located is acquired or condemned as set forth herein, then Lessor, at its sole discretion shall determine, whether to terminate this Lease or whether it shall continue.

13. Right of First Refusal. Tenant shall have a right of first refusal to acquire the Tower and the Site if, during the term of this Lease (or any extension thereof), Lessor receives a bone fide offer to purchase the Tower or Site from a third party. Tenant shall have thirty (30) days from Lessor's notice (which shall include a copy of the proposed contract) to Tenant that it has received a bone fide offer to purchase the Tower or Site, for Tenant to deliver to Lessor Tenant's written agreement to purchase the Tower or Site at the same purchase price and on the same conditions as the third party.

14. Subordination; Liens.

14.1. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Site and to all renewals, modification, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, Tenant, upon written request from Lessor, shall execute a certificate confirming such subordination and Tenant hereby irrevocably appoints Lessor as Tenant's attorney-in-fact to execute such certificate for and on behalf of Tenant.

14.2. Tenant shall not suffer or permit any liens to stand against the Leased Premises. If any liens are filed against the Leased Premises by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Tenant or anyone acting through or under Tenant ("**Mechanics' Liens**"), Tenant shall cause it to be discharged of record by either payment, deposit, or bond within thirty (30) days after the date Tenant receives notice from any party that the lien has been filed. If Tenant fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond, and all amounts incurred by Lessor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Tenant to Lessor.

15. Environmental. Tenant represents, warrants, and covenants to Lessor that Tenant shall not use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined below). Tenant shall indemnify, hold harmless and defend Lessor from and against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and remediation costs, if any) incurred by Lessor in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Tenant's representations and warranties contained in this Section, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, caused by the acts or omissions of Tenant, or its agents, representatives, or contractors, or (iii) Tenant's failure to provide all information, make all submissions, take all actions required by or otherwise comply with all Environmental Regulations. For the purposes of this clause, the term "**Environmental Regulations**" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be

amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 *et seq.*); (vi) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 *et seq.*); (vii) Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (viii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 *et seq.*); (ix) the Safe Drinking Water Act (42 U.S.C. § 300 (f) *et seq.*); (x) Occupational Health and Safety Act (29 U.S.C. § 651 *et seq.*); (xi) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 *et seq.*); (xii) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (xiii) the Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*); (xiv) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xv) the National Environmental Policy Act (42 U.S.C. § 4321-4347). Tenant's obligations hereunder shall survive the termination of this Lease.

If Tenant is required to perform a review or remediation by Section 106 of the National Environmental Policy Act for any of its installations or improvements, said review shall be performed at Tenant's sole expense and Tenant shall provide Landlord with a copy of said review. Notwithstanding the foregoing, if such a review is required and/or any remediation or other work is required by such review, Tenant shall have the right to terminate this Lease if Tenant, in its sole discretion, determines that the cost of such review and/or any remediation or other work required by such review is more than is economically justified.

16. Waiver. The failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance, and no modification of any provision hereof and no cancellation or surrender of rights and privileges herein afforded shall be valid unless in writing and signed by the parties.

17. Limitation of Liability. Notwithstanding any other provision herein, except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable or responsible to Tenant or to anyone claiming under or through Tenant for any loss or damage caused by the acts or omissions of Lessor or anyone on its behalf for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or materials falling from the Tower or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Leased Premises or any casualty; nor shall Lessor be liable or responsible to Tenant for any injury or damage suffered by Tenant and allegedly caused by technical interference with Tenant's operations, by the activities of any other tenants or users of the Leased Premises, or any other broadcasters or communications facilities, or other person or entity. Except for Lessor's own acts of gross negligence or willful misconduct, Lessor shall not be liable to Tenant, or to any other person for personal injury, including death, or property damage and then Lessor shall be liable only for compensatory damages and not for consequential damages. Lessor shall have no liability for any act or omission by any persons other than Lessor's own employees or for any act based upon reasonable reliance upon recommendations of professional engineering or structural engineering firms or personnel. Lessor shall not be liable under any circumstances for loss of use,

loss of sponsorship or advertising revenue, or any other consequential damages sustained by Tenant. Anything to the contrary elsewhere in this Lease notwithstanding, Tenant, and any person claiming under or through Tenant, shall look solely to the estate and property of the then-Lessor in the Leased Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies. In no event shall Lessor or any of its officers, directors, agents, advisors, managers, shareholders, partners, beneficiaries, affiliates or successors or assigns ever have any personal liability for any covenant, agreement, obligation, warranty, representation, indemnity or undertaking under this Lease or otherwise be answerable or liable in any equitable, judicial or administrative proceeding.

18. Applicable Law. This Lease shall be construed and applied in accordance with the laws of the State of Louisiana, without regard to its conflict of laws rules.

19. Entire Agreement. This Lease contains the entire agreement of the parties and may not be modified or amended except by an instrument in writing signed by the parties.

20. Binding Effect. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns; provided, however, this Section shall not be deemed to imply that this Lease is transferable or assignable by Tenant.

21. Assignment. Lessor may assign its rights and obligations under this Lease. Tenant may not assign its rights or obligations under this Lease without the prior written consent of Lessor, which consent may not unreasonably be withheld. Any assignment by Tenant without Lessor's prior written consent shall be void and such assignment shall constitute a material default hereunder.

22. Notices. All payments shall be delivered to Lessor at its address set forth below by first class mail, postage prepaid, hand delivery or by overnight delivery service. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted shall be in writing and shall be deemed to have been given or delivered if (a) personally delivered, (b) delivered and confirmed by electronic mail; (c) delivered by Federal Express or other reputable overnight delivery service or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

In the case of Lessor:

Bethany Church
10877 Rieger Road
Baton Rouge, LA 70809
Attn: Jared Stockstill
jared.stockstill@bethany.com

With copies to (which shall not constitute notice):

Charles L. Spencer
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
Charles.Spencer@Phelps.com

In the case of Tenant:

Red Stick Broadcasting, LLC
334 Third St., Suite A
Baton Rouge, LA 70801
Attn: Kerry Denny, Manager
kdenny20@cox.net

With copies to (which shall not constitute notice):

Hardy, Carey, Chautin & Balkin LLP
1080 West Causeway Approach
Mandeville, LA 70471
Attention: Mark A. Balkin
mbalkin@hardycarey.com

Notices sent via United States mail shall be deemed given on the third business day following the day they are sent, notices sent via overnight carrier shall be deemed given on the business day following the day they are sent, and notices sent via hand delivery, electronic mail or facsimile shall be deemed given on the day of receipt. Either party may specify a different payment or notice address by giving notice thereof to the other party in the manner provided above.

23. Force Majeure Clause. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period equivalent to the period of such delay. Notwithstanding the foregoing, nothing in this Section 23 shall excuse Tenant from paying Rent in accordance with Section 3 hereunder.

24. Miscellaneous.

24.1. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease nor in any way affect this Lease.

24.2. Tenant shall not record this Lease, but may record a memorandum of this Lease to be executed by the parties hereto in form for recording promptly upon written request of either

party. Same shall be recorded in the appropriate office of the city, county or state duly prescribed by law for such recordation.

24.3. Lessor and Tenant respectively represent and warrant to the other that all necessary corporate or other-entity action has been duly taken to authorize the execution and delivery of this Lease and the performance or observance of the provisions of this Lease.

24.4. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Lease.

24.5. All Exhibits attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein.

24.6. Each party represents to the other that it has not dealt with any broker in negotiating this transaction, and each hereby agrees to indemnify and save the other harmless of and from any claim or liability for brokerage commissions by any party claiming to have acted on its behalf in this transaction.

24.7. Each party hereto agrees, at any time and from time to time, upon not less than ten (10) days prior request by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which fees and other charges, if any, have been paid in advance. Such statement may be relied upon by any prospective purchaser, lender or permitted assignee.

24.8. All references to time periods or specific dates or times shall be deemed to be of the essence.

[Remainder of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Lease as of the day and year first-above written.

BETHANY CHURCH

By: _____
Name: _____
Title: _____

RED STICK BROADCASTING, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

TENANT EQUIPMENT

ANTENNA SYSTEM

Antenna Make - _____
Antenna Model- _____
Height on Tower (to base) _____
Type of Mount - _____
Cable Size/Type/Length- _____

TRANSMITTER

Manufacturer: _____
Model _____
Operating Frequency(s) _____
Power Source _____
Cabinet Size _____
Output Power _____

RECEIVER

Antenna Manufacturer-Channel Master _____
Model-1.2M _____
Operating Frequency- _____
Location- _____
Type of Mount- _____
Cable Size/Type/Length: _____

GPS RECEIVER

Antenna _____
Connecting Cable _____
Location _____