

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of the 9th day of June 2021 by and between the **Community of God's Love, Inc**, an Ohio non-profit corporation {"COGL" or "Seller"}, and **Daughters of Holy Mary of the Heart of Jesus**, an Ohio non-profit corporation ("DHMHJ" or "Buyer").

WHEREAS, COGL holds a license granted by the Federal Communications Commission ("FCC") for Low Power FM Station WWGL-LP, 97.9 MHz, Steubenville, Ohio, license FCC LMS File No. 0000114279, FCC Facility ID # 191770 ("WWGL-LP" or the "Station"); and

WHEREAS, subject to prior approval of the FCC, which is an express condition precedent to all transactions contemplated by this Agreement, Buyer desires to acquire the FCC authorizations and related assets of the Station from COGL and to operate the Station to serve the public interest, convenience and necessity; and

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. SALE ASSETS; PURCHASE PRICE; CLOSING.

- a. COGL agrees to assign, convey and sell to DHMHJ all of its right, title and interest to the personal property used and useful in the operation Station WWGL-LP, including license FCC LMS 0000114279, station slogan "God's Love Radio" and call sign "WWGL LPFM".
- b. In consideration of the foregoing deliveries by COGL, DHMHJ agrees to pay to COGL a purchase price to COGL for the foregoing assets being assigned, conveyed and sold hereunder and purchase price shall be **TEN DOLLARS (US \$10.00)**, which will be paid in cash at closing by DHMHJ to COGL:
- c. Closing shall take place no later than the fifth (5th) business day subsequent to FCC consent to the transaction contemplated herein becoming a "Final Order" (as defined in paragraph 5 below). DHMHJ may choose to waive a Final Order and close upon the FCC staff's action granting the FCC LMS assignment application described below.

2. EXCLUSIVITY; FCC APPLICATION. The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the license for the Station. COGL will be responsible for publishing the public notice of the filing of the FCC LMS assignment application required by Section 73.3580 of the FCC's Rules. COGL and DHMHJ will work together to file in good faith the required FCC LMS assignment application for FCC consent to the transactions contemplated by this Agreement as soon hereafter as is practicable.

3. COGL'S REPRESENTATIONS AND WARRANTIES. COGL represents that it is the authorized legal holder of the WWGL-LP license and that it validly exists and has not yet expired. There are no agreements of any kind entered into by COGL which are inconsistent with this Agreement.

4. DHMHJ'S FCC QUALIFICATIONS. Buyer represents, warrants, and covenants to COGL that it meets all FCC basic qualifications to hold the FCC Authorization which is the subject of this Agreement. DHMHJ has determined that it is an appropriate assignee of the WWGL-LP license and that it possesses all requisite legal qualifications for the FCC to grant the LMS assignment application referenced herein. DHMHJ is financially qualified to acquire and operate the Station that is subject to this Agreement.

5. CONDITIONS PRECEDENT TO DHMHJ'S OBLIGATION TO CLOSE. DHMHJ's obligations to close hereunder are expressly conditioned upon the FCC or its staff acting pursuant to delegated authority having granted the above-described FCC assignment application and that such action shall have become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order").

6. TRANSFER FEES AND TAXES. DHMHJ shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees that may be applicable to the transactions contemplated by this agreement. No FCC application filing fees are involved in this transaction as the Station is a non-commercial Low Power FM Station.

7. GOVERNING LAW AND VENUE. This agreement is governed by the laws of the State of Ohio, and the venue for any dispute arising hereunder shall be the courts of Jefferson County, Ohio.

8. NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or certified mail, postage and fees prepaid at the addresses listed below:

If to Seller:

Mr. Joseph Loizzo, Council Chair
Community of God's Love
PO Box 806
Steubenville, OH 43953

If to Buyer:

S. Maria Martinez Uriarte, President
Daughters of Holy Mary of the Heart of Jesus
700 Lovers Lane
Steubenville, OH 43952

9. MISCELLANEOUS. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess all requisite legal authority and mental capacity to sign this Agreement and to be bound by the terms thereof. Further, commencing on the date hereof the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC. This provision does not apply to or among the parties themselves and their employees, attorneys, accountants, brokers, agents and advisers. Seller shall be solely responsible for any brokerage commission that may be payable as a result of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

COMMUNITY OF GOD'S LOVE INC.

By: Joseph Loizzo
Joseph Loizzo
Council Chair

DAUGHTERS OF HOLY MARY OF THE HEART OF JESUS

By: S. Maria Martinez Uriarte
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S. Maria Martinez Uriarte
President