

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of August 13, 2021 (“Effective Date”), by and between, DAVID R. MAGNUM (“Seller”) and EDUCATIONAL MEDIA FOUNDATION, a California non-profit religious corporation (“Buyer” and, collectively with Seller, the “Parties”).

WITNESSETH:

WHEREAS, Seller is the holder of a construction permit (the “Permit”) to build a new FM translator station K284DE (formerly K283DA) (Channel 283; 104.5 MHz; Facility Id. No. 151590) in Monroe, Louisiana (the “Station”) pursuant to an authorization issued by the Federal Communications Commission (the “FCC”);

WHEREAS, the Permit expires on expires August 30, 2021 (“Permit Expiration Date”); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, the Permit;

WHEREAS, Buyer has agreed to undertake the construction activities required for complete the construction of the Station in accordance with the Permit;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** At Closing (as hereinafter defined), Seller agrees to sell and Buyer agrees to acquire the Permit (or the FCC license for the Station once construction is completed) described in Attachment 1 hereto along with all of Seller’s logs, books, files, data, FCC and other governmental applications related to the Permit and Station (collectively, the “Assets”).

2. **FCC Consent; Assignment Application.** The assignment of the Permit is subject to the prior consent of the FCC (“FCC Consent”). Within two (2) business days of the mutual execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the Permit (the “Assignment Application”) from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable.

3. **Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, including the Permit, on the Closing Date, Buyer shall pay to Seller the aggregate sum of Twenty Thousand and 00/100 Dollars (\$20,000) (the “Purchase Price”), which shall be paid by Buyer by wire transfer of same day federal funds to an account designated by Seller at least two (2) business days before the Closing Date.

(b) Not later than five (5) business days after the Effective Date, Buyer shall deliver

the sum of Two Thousand and 00/100 Dollars (\$2,000.00) to Seller to be held by Seller as a deposit (the "Deposit") for this transaction. The Deposit shall be paid to Seller as partial payment of the Purchase Price due at Closing to Seller or shall otherwise be made available to Seller or returned to Buyer in accordance with the provisions of this Agreement.

4. **Closing and Closing Date.** Consummation of the transaction contemplated by this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by Buyer and Seller not more than ten (10) days following the date on which the FCC gives its Consent and upon satisfaction of the conditions specified in Section 8, or on such other date as the Parties mutually agree, *provided, however*, that Buyer may elect to delay the Closing until the FCC Consent becomes a Final Order upon written notice to Seller (as that term is herein defined) if there is filed with the FCC any petition to deny or informal objection to the grant of the Assignment Application. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to the assignment application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired.

5. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligations of Seller, enforceable in accordance with its respective terms.

(b) The execution, delivery, and performance of this Agreement by Seller will not (i) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the Permit and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (ii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iii) result in the creation or imposition of any lien or encumbrance of any nature whatsoever on any of the Assets, or (iv) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) Seller is the authorized legal holder of the Permit. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew the Permit, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against Seller. The Permit is in full force and effect and has not been modified, revoked, canceled or rescinded.

(d) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all liens and encumbrances.

(e) Except for Todd Hartman of Kalil & Co., there is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller. Seller shall be solely responsible to pay any amounts which may ultimately be owed to Todd Hartman or Kalil & Co. or both as a result of this transaction.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

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

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

(c) The execution and performance of this Agreement does not constitute a violation, breach, or default under any law, regulation, agreement or other obligation to which Buyer is or will become subject.

(d) Buyer is legally, financially and otherwise qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, to hold the Permit and to become the licensee of the Station and to consummate the transactions contemplated herein. There are no proceedings, complaints, notices of forfeiture, claims, and investigations pending or, to the knowledge of Buyer, threatened against any or in respect of any of the broadcast authorizations licensed to Buyer or its affiliates that would materially impair the qualifications of Buyer to hold the Permit or to become the licensee of the Station.

(e) There is no broker or finder or other person, who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Buyer.

7. **Covenants.**

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

(i) Seller shall continue to hold the Permit and except as otherwise approved by Buyer, Seller shall not file any application to modify the Permit or Station's contemplated facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer.

(ii) Seller shall take all actions necessary to keep the Permit valid and in full force and effect.

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

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

(v) Seller shall work with Buyer to modify and construct the Station prior to the construction permit's expiration date of August 30, 2021.

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

(c) Subject in all respects to the Seller's supervision and control, Buyer shall pay for and perform all activities required to completed and performed in order to compete construction of the Station at the new transmitter site location contemplated in the Permit ("Relocation Site") in accordance with the terms of the Permit. In the event construction of the Station is completed at the Relocation Site prior to Closing, then Buyer and Seller will enter into (i) an equipment lease and (ii) a sublease for the Relocation Site, which will enable Seller to utilize the equipment and real property located at the Relocation Site from construction completion through the Closing at no cost to Seller.

8. **Conditions Precedent to Obligation to Close.**

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

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

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

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Seller.

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

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

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

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Buyer.

(iv) Buyer shall have entered into a new license agreement with American Tower to utilize the tower and related premises at the Relocation Site on terms which are reasonably acceptable to Buyer.

9. **Closing Deliveries.**

(a) At the Closing, Seller shall deliver to Buyer such documents, instruments and agreements as Buyer shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for Buyer, including, but not necessarily limited to an Assignment and Assumption of Permit.

(b) At the Closing, Buyer shall pay the Purchase Price and deliver to Seller such documents, instruments and agreements as Seller shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for Seller.

10. **Termination and Non-Action.**

(a) This Agreement may be terminated prior to Closing (i) by mutual written consent of Buyer and Seller; (ii) in the event either Party is in default of this Agreement, by the non-defaulting Party; or (iii) if the Assignment Application is dismissed or denied by the FCC, or if the Assignment Application is designated for evidentiary hearing (by any Party who did not cause such dismissal, denial or designation for hearing).

(b) In the event of a default or breach of the terms and conditions herein by Seller, the Deposit shall be returned to Buyer upon written demand.

(c) In the event of a default or breach of the terms and conditions herein by Buyer or in the event the FCC finds Buyer not qualified to become a licensee of the Station, the Deposit shall be forfeited to Seller by Buyer and Seller shall have no further obligation to sell the Permit to Buyer.

(d) In the event the Assignment Application is not approved by the FCC within one year (1) of the date hereof for whatever reason, the Deposit shall be returned to Buyer provided

Buyer is not the cause of such non-approval. If Buyer's actions, inactions or qualifications, directly or indirectly, cause the delay in FCC approval, the Deposit shall be retained by Seller.

11. **Mutual Right of Indemnification**

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

(b) Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in the Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Permit (including the as construction Station) as conducted by Buyer subsequent to the Closing and/or with respect to any contingent applications pertaining to the Permit proposed, prepared, filed and/or prosecuted by Buyer or on Buyer's behalf prior to the Closing.

(c) If either Party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another Party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

12. **Specific Performance.** In the event of a default by Seller under this Agreement, Buyer shall be entitled to seek specific performance without providing or posting any bond to compel Seller to correct or satisfy its default or material breach and to comply with the terms and conditions of this Agreement. In the event Buyer elects specific performance as a remedy, Seller agrees that specific performance is an appropriate remedy due to the unique nature of the Permit, and agrees that

it will not contest any such action on the ground that an adequate remedy at law exists. In the event that Buyer elects to pursue specific performance, that shall be Buyer's sole and exclusive remedy.

13. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or on the first business day of attempted delivery by a courier service, or five (5) business days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a Party as shall be specified by like notice):

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn.: Shaine Grieshaber
Email: SGrieshaber@kloveair1.com

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

Paige K. Fronabarger, Esq.
Wilkinson Barker Knauer LLP
1800 M Street, NW
Suite 800N
Washington, DC 20036

If to Seller, to:

David R. Magnum
N 6837 Bobbi Road
Pardeeville, WI 53954
Email: magcom@chorus.net

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

John C. Trent, Esq.
Putbrese Hunsaker & Trent, P.C.
200 South Church Street
Woodstock, VA 22664
Email: fccman3@shentel.net

14. **Miscellaneous.**

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party hereto may voluntarily assign this Agreement without the express written consent of the other Party.

(b) Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(c) The construction and performance of this Agreement shall be governed by the laws of the State of California, without regard for that state's choice of law rules.

(d) Any cause of action arising out of this Agreement must be brought in the State or Federal courts of competent jurisdiction. Each Party hereby agrees to submit to the jurisdiction of such courts. Any action brought to enforce a judgment or order of such court shall not be so limited.

(e) This Agreement embodies the entire agreement and understanding of the Parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(f) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Parties.

(g) Except as otherwise provided for in this Agreement, 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. All fees and charges applicable to any requests for the FCC Consent shall be shared equally by both Parties.

(h) This Agreement has been negotiated in good faith and prepared jointly by Seller and Buyer. Each Party has had the opportunity to obtain the advice of counsel with respect to the drafting and implementation of this Agreement. No provision herein shall be construed against either Party on the grounds that it was drafted by that Party.

(i) In the event of any legal action brought to enforce the rights and obligations of the Parties hereunder, the Party which substantially prevails in such legal action shall be entitled to, in addition to any other relief to which it may be entitled, to recover reasonable attorney's fees.

(j) This Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to the State's choice or conflicts of law provisions.

(k) This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed manual or digitally and such signatures may be exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on

handwriting on the same physical document.

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

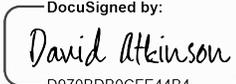
SELLER:

DAVID R. MAGNUM

By: 
Name: David R. Magnum

BUYER:

EDUCATIONAL MEDIA FOUNDATION

By: 
Name: David Atkinson
Title: CFO/COO

ATTACHMENT 1

K284DE (formerly K283DA), Monroe, Louisiana
Facility ID Number 151590
David R. Magnum

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Original Construction Permit	K284DE (formerly K283DA)	BNPFT- 20180808AAQ	8/30/2018	8/30/2021

Pending Applications

Application	Call Sign	FCC File Number	PN Date
NONE			

Antenna Structure Registration

ASR Number	Coordinates	Date Constructed	Overall Height	Owner
1296986	32-30-21.2 N 092-08-55.6 W	10/5/2015	105.1 meters	American Towers, LLC