

3/9/2021

ASSET PURCHASE AGREEMENT

This Agreement is entered into this 16th day of March, 2021 by and between WORD POWER, INC., (hereafter the "Seller") and AMERICAN HOPE COMMUNICATIONS, INC. (hereafter the "Buyer"), for valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree, stipulate and contract as follows:

WHEREAS, WORD POWER, INC. holds licenses for AM broadcast Stations WKZI, facility ID # 73711, Casey, Illinois; and WPFR, facility ID #70653, Terre Haute, Indiana; and FM broadcast stations WLHW, facility ID #73713, Casey, Illinois; and WPFR-FM, facility ID #73712, Clinton, Indiana; and FM translator broadcast stations W234CK, facility ID #141322, Casey, Illinois; and W300DD, facility ID#143535, Greenup, Illinois; and a construction permit for FM translator station W292FT, facility ID#202979 Terre Haute, Indiana, from the Federal Communications Commission (hereafter "FCC") and certain assets and real estate used in connection therewith (hereafter the "Stations"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the Stations; and

WHEREAS, the Parties jointly understand that the proposed sale of the Stations must be approved by the FCC prior to closing.

NOW THEREFORE, the Parties wishing to be legally bound do hereby stipulate and agree to the following.

I. ASSETS TO BE SOLD. Seller agrees to convey to Buyer all of its right, title and interest in the licenses for the Stations (as shown in Exhibit A hereto), validly in effect under the rules of the FCC, as well as all of the Station assets (as shown in Exhibit B hereto) and certain real estate (as shown in Exhibit C hereto) to be conveyed to the Buyer; a certain lease for real estate to be assigned to the Buyer (Exhibit D) and a lease to be executed between the Seller and the Buyer (Exhibit E).

II. PURCHASE PRICE AND TERMS. The Buyer will pay the total sum of ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000.00) to the Seller at the Closing. Upon the execution of this Agreement the Buyer shall deposit into escrow the sum of THIRTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$35,800.00) to be held pursuant to an Escrow Agreement to be executed by the parties (hereinafter "Earnest Money").

III. THE FCC APPLICATIONS. Within 5 days after the execution of this Agreement, the Parties agree to cooperate with each other in the filing of an FCC assignment application (hereafter the "Assignment Application") seeking consent for the proposed sale

of the Stations. The Parties agree to cooperate in supplying the FCC with all information it may require in connection with the FCC assignment application, which shall be filed by the Buyer's counsel. In addition, the Seller will cooperate with the Buyer in filing, at the Buyer's expense, any FCC applications to modify the licenses for any of the Stations contemporaneously with the filing of the Assignment Application.

IV. REPRESENTATIONS OF SELLER. The Seller represents and warrants to Buyer that:

- a) Seller is legally qualified to execute this Agreement and there are no legal impediments to the execution of consummation of the transaction contemplated herein;
- b) Seller holds clear, unencumbered title to the Station licenses, the permit, and assets to be conveyed hereunder;
- c) The FCC licenses are in full force and effect and may be assigned to Buyer without any adverse conditions;
- d) Seller has duly complied with and Seller's property is in compliance with all Environmental Laws;
- e) Seller has the authority to assign the leases to the Buyer to be assigned hereunder; and
- f) Seller knows of no reason that the contemplated transaction cannot be consummated as proposed herein.

V. REPRESENTATIONS AND WARRANTIES OF BUYER. The Buyer hereby represents and warrants;

- a) Buyer is legally qualified to enter into this Agreement and consummate the transaction contemplated herein; and
- b) Buyer knows of no reason that the transaction contemplated herein may not be consummated.

VI. REAL ESTATE.

- a) Title. Seller shall cause an examination of title to the Property to be made, and a title insurance commitment to be issued by at Title Insurance Company of Buyer's choice to Buyer. Buyer shall bear the burden of the cost of examination of title. At Buyer's option and expense, Buyer may cause a survey to be made of the Property by a registered land

RMW

surveyor of Buyer's choice, provided that such surveyor is licensed in the State of Illinois for real estate located in Illinois or licensed in the State of Indiana for the real estate located in Indiana. Buyer shall provide Seller and the Title Company with a copy of a Survey, if Buyer obtains a Survey, promptly after Buyer's receipt. Buyer shall negotiate all objections to the Title Commitment or Survey directly with the Title Company and Buyer's surveyor. If Buyer is unable to reach agreement with the Title Company or Buyer's surveyor regarding any objections to the Title Commitment or Survey, Buyer shall have the right to terminate this Agreement by providing written notice to Seller prior to closing. If Buyer fails to properly terminate this Agreement prior to closing, Buyer shall be deemed to have accepted the condition of title to the Property as indicated in the Title Commitment and Survey, if Buyer obtained a Survey. Notwithstanding the foregoing and without Buyer being required to object thereto, Seller shall be obligated to cure at Seller's expense: (a) all mortgages or deeds of trust encumbering all or any portion of the Property originating with Seller that will not be assumed by Buyer; (b) all mechanics or materialmen's liens resulting from work originating with Seller; (c) judgment liens against Seller affecting all or any portion of the Property; and (d) any other liens or encumbrances of a definite or ascertainable amount that can be removed by the payment of money at the time of Closing.

b) Deed. At the Closing and upon Buyer's payment of the Purchase Price, Seller shall deliver to the Title Company to record and deliver to Buyer a Warranty Deed conveying the Real Estate located in Illinois and a Warranty Deed conveying the Real Estate located in Indiana to Buyer in fee simple, free and clear of all encumbrances except for the following: (a) those matters affecting or relating to the title to the Property or a Survey that result from Buyer's negotiations with the Title Company or Buyer's surveyor; (b) governmental zoning and subdivision laws, ordinances, and regulations; (c) taxes for the year 2020 and subsequent years; (d) any interest or estate in the minerals underlying the surface of the Property which may have been heretofore conveyed or reserved, and all rights and easements in favor of any such mineral interest or estate; provided, however, that it is Seller's intention to convey any and all mineral interests in the Property owned by Seller; and (e) if Buyer does not obtain a Survey, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate land survey of the Property.

c) Property Pro-rations at Closing; Title/Closing Costs. Rents, utilities charges (to the extent final readings are not taken), real property taxes and special assessments, if any, not then payable, and any other expenses of the Property paid by Seller shall be prorated as of the Closing Date, with Seller being responsible for all such amounts attributable to the period up to the Closing Date and Buyer being responsible for all such amounts attributed to and accruing after the Closing Date. Buyer shall be responsible for the following title and closing costs: (a) any title search and exam fees; (b) any title insurance premiums; (c) any and all escrow or closing fees of the Title Company; (d) the Transfer Taxes; (e) the cost of any title endorsements requested by Buyer or Buyer's lender; (f) any recording costs, except for recording costs attributed to a document clearing or releasing a Monetary

Encumbrance. Buyer and Seller shall each be responsible for its own attorneys' fees and expenses.

d) Physical Inspection. Buyer shall have access to inspect the physical condition of the Property, including obtaining any Environmental Report or any Environmental Assessment. The Business and employees or occupants of the Property shall not be interfered with by Buyer or Buyer's agents, contractors, employees, officers, or other representatives ("Inspection Parties"). If Buyer disapproves of the physical condition of the Property, in the exercise of its sole discretion, Buyer shall have the right to terminate this Agreement by providing written notice to Seller at any time prior to the Closing date. Buyer agrees to indemnify, defend and hold Seller harmless of and from all loss, cost, damage or expense of whatever nature arising as a result of Buyer's or Buyer's Inspection Parties' entry upon, evaluation of or inspection of the Property, or any other act or omission of Buyer or Buyer's Inspection Parties pertaining to the investigation of the Property. Buyer shall maintain or cause those entering upon the Property to maintain commercial general liability, bodily injury, personal injury, property damage, and other insurance policies required by Seller with respect to the activities and inspections contemplated by this Paragraph.

e) Risk of Loss. Risk of Loss shall remain on the Seller until the Closing date.

VII. CLOSING. The closing on the sale shall take place fourteen (14) days after the FCC has approved the assignment of the Stations to the Buyer without any conditions adverse to Buyer and that action has become a final order under the rules and regulations of the FCC; provided, however, that the Buyer has the right and preference to close the transaction prior to a final order being in effect, in its sole discretion.

VIII. DAMAGES. In the event Buyer shall breach its obligation to purchase the Stations under this Agreement, Seller shall receive damages in the amount of \$10,000.00, which amount shall be retained from the Earnest Money and the remainder refunded from escrow to Buyer. In the event the Seller shall breach its obligation to sell the Stations, Buyer shall have the right seek specific performance under the Agreement due to the unique nature of the assets to be acquired or seek compensatory damages in its sole discretion.

IX. ASSUMPTION OF LIABILITIES. The Buyer shall not assume, or be responsible for, any of the liabilities or obligations of the Seller; provided that certain obligations associated with the Casey, Illinois tower site lease will be assumed as noted in Exhibit D. Seller hereby indemnifies and holds harmless Buyer for any liabilities attributed to Buyer for which Seller is responsible pursuant to this Agreement.

X. EXCLUSIVE DEALINGS. The Seller agrees that for as long as this Agreement is in effect it will not discuss the sale of the Stations with any other person or party.

RMW

XI. TERMINATION. This Agreement may be terminated by the Seller or Buyer, in their sole discretion, if the transaction contemplated herein has not been closed as of twelve (12) months from the execution date hereof and the Earnest Money held in escrow will be returned to the Buyer.

XII. DELIVERIES AT THE CLOSING. At the closing, the Seller will deliver the following to the Buyer:

- a) A Bill of Sale for the Station Licenses, assets and legally binding assignments for all the leases hereunder; and
- b) A Warranty Deed for the real estate at the WPFR(AM) and W300DD tower sites conveying fee simple title clear of any and all liens and encumbrances whatsoever which must be removed, should any exist, at the expense of the Seller; and
- c) As assignment of the lease between the Seller and Morris D. Logue and Vickie J. Salter on the current terms for that lease (and written approval of such assignment from Morris D. Logue and Vickie J. Salter, if required pursuant to the terms thereof);
- d) A new lease for the Clinton tower site for currently existing uses and without significant or consequential improvement for a term equal to the amount of time it takes for the FCC to approve the termination of such site as a radio transmission site plus two months, with no rent to be paid. Ownership of the tower structures shall transfer to Buyer pursuant to Exhibit B, and thus, Buyer shall be responsible for all maintenance and liability insurance coverages for the same. **Buyer shall be responsible to pay all costs and make all arrangements to demolish and remove the transmitter building and the tower located on this real estate at the expiration of the lease. For the avoidance of confusion, Buyer shall be responsible to make the Clinton Tower site available for agricultural use, including, but not limited to, tillable ground.** Buyer will not provide any radio station programming from this site during the lease term. Seller to retain reasonable access to this parcel of property for existing agricultural, forestry, recreational, and casual use and retain any revenue or products obtained from these uses. The current transmitter building will be maintained (and later demolished) by Buyer but will be owned by Paul Ford personally and leased to Buyer at no cost; and
- e) Such other instruments as the Buyer may request to perfect title to it in all of the assets and licenses conveyed hereunder.

RMW

At the closing, the Buyer will deliver to the Seller the following:

The purchase price to be wired to the Seller upon instructions from the Seller.

XIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations and warranties given herein shall survive to the closing.

XIV. NOTICES. Any notices to be given by the Parties to each other shall be in writing and sent by first class U.S. mail to the following:

If to Seller: Mr. Paul Dean Ford
President
Word Power, Inc.
3775 West Dugger Avenue
West Terre Haute, Indiana 47885-9794

If to Buyer: Mr. Richard Wheeler
President
American Hope Communications, Inc.
8651 E 700 S
Upland, IN 46989

and Jeffrey D. Southmayd, Esquire Southmayd & Miller
4 Ocean Ridge Boulevard South Palm Coast, Florida 32137

and

XV. FCC APPLICATIONS. The Seller agrees to file such applications to modify the Station Licenses as the Buyer shall desire to file with the FCC subsequent to the execution date hereof and while the Assignment Application is pending before the FCC. Buyer shall pay all expenses applicable to the filing of such applications and Seller shall provide the Buyer with the necessary FCC FRN number and password to submit such applications. The Closing hereunder shall be contingent or conditioned upon FCC approval of any such applications.

XVI. BROKER. Neither party has retained a broker in connection with this transaction and no commission is due to any individual or organization in connection herewith.

XVII. GOVERNING LAW. The laws of the United States of America and the State of Indiana will govern the interpretation of this Agreement.

RMW

XVIII. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

XIX. CONTINGENCIES. This Agreement is contingent upon Buyer receiving financing at an interest rate acceptable to Buyer prior to closing. This Agreement is also contingent upon approval from the FCC to transfer all licenses to Buyer. In the event either of these contingencies cannot be met, this Agreement shall be held null and void, with no force and effect, and all Earnest Money sums will be returned to Buyer.

XX. ADDITIONAL ESCROW. In order to uphold the obligations regarding the demolition and removal of the transmitter building and the radio tower pursuant to Paragraph XII(d), Buyer shall be required to put \$19,000 in escrow at closing, to be held by First Financial Bank, Terra Haute, Indiana, to fund said demolition and removal. This amount shall be completely separate from the Earnest Money held in escrow prior to closing, which shall be applied toward the purchase price at closing. Any remaining funds in the additional escrow after the completion of said demolition and removal shall be returned to Buyer.

XXI. UCC. Buyer shall conduct, and Buyer shall pay for, a UCC Search through the State of Illinois and State of Indiana to determine whether any liens exist on the assets to be transferred herein.

XXII. TAXES. Seller represents and warrants that Seller has paid in full, or will arrange for such payment, of all taxes owed on any of the assets to be conveyed by this Agreement or which may arise as the result of this Agreement. In addition, Seller shall be responsible for the payment of all sales, use, employment, and other taxes incurred by the radio stations and associated assets transferred herein prior to the date of closing. Seller agrees to indemnify and hold harmless Buyer in respect of any such taxes, penalties, and interest which may be paid or collected from Buyer.

WHEREFORE, the Parties have caused their signatures to be affixed to this Agreement intending to be legally bound.

SELLER:
WORD POWER, INC.

By: Paul Dean Ford 03/12/2021
Paul Dean Ford
President

BUYER:
AMERICAN HOPE
COMMUNICATIONS, INC.

By: Richard Wheeler
Richard Wheeler
President 3/17/21

EXHIBIT E

LEASE AGREEMENT

THIS AGREEMENT ("Lease") is made and entered into this _____ day of February, 2021, by and between PAUL FORD, hereinafter referred to as the Lessor and AMERICAN HOPE COMMUNICATIONS, INC., an Indiana not-for-profit corporation, doing business in the State of Illinois and the State of Indiana, hereinafter referred to as the Lessee. In consideration of the mutual promises contained herein, it is agreed between the parties hereto as follows, to-wit:

1. The Lessor does hereby agree to lease to the Lessee and the Lessee hereby agrees to lease from the Lessor, the following described tract of real estate ("Leased Premises"), to be used only as a site for a radio transmission tower, satellite receiver dish, and appurtenant equipment, to-wit:

The area on which said tower and equipment are currently located, consisting in the portion of a tract of land described as:

Ford One Subdivision

A part of the Southwest Quarter of Section 24, Township 13 North, Range 10 West, Vigo County, Indiana, described as follows:

Beginning at a Stone at the Southwest corner of said Section 24; thence South 89 Degrees 43 Minutes 32 Seconds East along the South line of said Section 24, bearing is assumed and is the basis of bearings for this description, a distance of 1120.47 feet to a 5/8" rebar with plastic cap stamped "MYERS IN LS 9400006", hereinafter called a monument, and being the point of beginning of this description; thence North 0 Degrees 19 Minutes 59 Seconds East a distance of 592.81 feet to a monument; thence South 89 Degrees 39 Minutes 52 seconds East a distance of 493.00 feet to a monument; thence South 0 Degrees 20 Minutes 08 Seconds West a distance of 194.00 feet to a monument; thence continuing said course a distance of 398.94 feet to a monument on the South line of the Southwest Quarter of said Section 24; thence North 89 Degrees 36 Minutes 20 Seconds West along the said South line a distance of 313.95 feet to an iron pin at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 24; thence North 89 Degrees 43 Minutes 32 Seconds West along the said South line a distance of 179.02 feet to Point of Beginning, containing 6.71 acres, more or less.

2. This Lease shall last for a term of one (1) month and shall automatically renew for successive one (1) month terms unless sooner terminated by Lessee. Notwithstanding the foregoing, this Lease shall automatically terminate at the end of the second full calendar

RMW

month following the date that the FCC allows termination of the site as a radio broadcasting station. Lessee agrees to begin the process of terminating the site as a radio broadcasting station within a reasonable time after the effective date of the Lease.

3. The Lessee shall pay no rent during the term of this Lease.
4. The Lessee shall not permit any other party to place any antennas or equipment on the Leased Premises.
5. The Lessee shall have access to the tower and equipment located on the above-described real estate by means of a roadway as currently located. The Lessee shall be responsible for maintaining said roadway.
6. The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, damages, or liability which may result from the Lessee's use of the Leased Premises, the Lessee expressly agrees that it shall make no claim against the Lessor for personal injury occurring to the Lessee's agents or employees while on the real estate of the Lessor, except that for which Lessor is directly responsible. The Lessee shall be solely responsible for maintaining insurance on the improvements and its personal property located on the Leased Premises not including the tower and its associated parts.
8. In the event of the termination of this Lease by the lapse of time or otherwise, the Lessee shall remove all of its personal property from the Leased Premises within 10 days of the termination of this Lease.
10. The Lessee agrees to maintain the Leased Premises in a clean healthy condition and shall not permit any hazardous substances to be located or deposited on the Leased Premises.
11. The Lessee has inspected the Leased Premises and agrees to accept the same in their present condition and state of repair.
12. No amendment or modification of this lease shall be made, except in writing, executed by the Lessor and the Lessee.
13. Lessor shall be responsible for all real estate taxes on the Leased Premises during the term of this Lease.
14. **At the end of the lease term the Lessee shall be responsible to pay all costs and make all arrangements to demolish and remove the transmitter building and the tower located on the Leased Premises. For the avoidance of confusion, Lessee shall be responsible to make the Leased Premises available for agricultural use, including, but not limited to, tillable ground.**

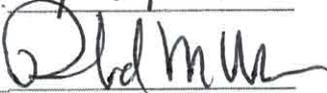
RMW

15. The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means only the owner or mortgagee in possession so that in the event of any sale of the building or if a mortgagee shall take possession of the Premises, the Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder accruing thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year set forth opposite their names below.

American Hope Communications, Inc., Lessee

Date: 3/17/21

By: 
Richard Wheeler Pres.

Date: 3/15/2021

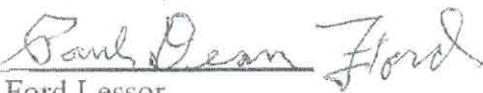
By: 
Paul Ford Lessor

EXHIBIT A

WORD POWER, INC.- COUNTRYSIDE BROADCASTING, INC.

WORD POWER LICENSES/PERMIT TO BE ASSIGNED

W234CK	141322	FX	WORD POWER, INC.	LICENSED
W292FT	202979	FX	WORD POWER, INC.	CP OFF AIR
W300DD	143535	FX	WORD POWER, INC.	LICENSED
WKZI	73711	AM	WORD POWER, INC.	LICENSED
WLHW	73713	FM	WORD POWER, INC.	LICENSED
WPFR	70653	AM	WORD POWER, INC.	LICENSED
WPFR-FM	73712	FM	WORD POWER, INC.	LICENSED



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
 3775 WEST DUGGER AVENUE
 WEST TERRE HAUTE IN 47885

Penelope A. Dade
 Supervisory Analyst
 Audio Division
 Media Bureau

Facility Id: 73711

Call Sign: WKZI

License File Number: BZ-20160608HTQ

Grant Date: June 21, 2016

This license expires 3:00 a.m.
 local time, December 01, 2020.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
 Local Standard Time (Non-Advanced)

Jan.	7:15 AM	5:00 PM	Jul.	4:30 AM	7:15 PM
Feb.	6:45 AM	5:30 PM	Aug.	5:00 AM	6:45 PM
Mar.	6:00 AM	6:00 PM	Sep.	5:30 AM	6:00 PM
Apr.	5:15 AM	6:30 PM	Oct.	6:00 AM	5:15 PM
May	4:45 AM	7:00 PM	Nov.	6:30 AM	4:30 PM
Jun.	4:30 AM	7:15 PM	Dec.	7:00 AM	4:30 PM

Callsign: WKZI

License No.: BZ-20160608HTQ

Name of Licensee: WORD POWER, INC.

Station Location: CASEY, IL

Frequency (kHz): 800

Station Class: B

Antenna Coordinates:

Day

Latitude: N 39 Deg 18 Min 16 Sec

Longitude: W 87 Deg 58 Min 17 Sec

Night

Latitude: N 39 Deg 18 Min 16 Sec

Longitude: W 87 Deg 58 Min 17 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 0.25 Night: 0.25

Antenna Input Power (kW): Day: 0.25 Night: 0.25

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Day: 5 Night: 5

Resistance (ohms): Day: 10 Night: 10

Non-Directional Antenna: Day

Radiator Height: 57 meters; 54.5 deg

Theoretical Efficiency: 283.24 mV/m/kw at 1km

Non-Directional Antenna: Night

Radiator Height: 57 meters; 54.5 deg

Theoretical Efficiency: 283.24 mV/m/kw at 1km

Antenna Registration Number(s):

Day:

Tower No.	ASRN	
1	None	58

Night:

Tower No.	ASRN	
1	None	58

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BR-20120730AOH, WAS GRANTED ON 11/23/2012 FOR A TERM EXPIRING ON 12/01/2020.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WKZI.

FACILITY ID: 73711

LOCATION: CASEY, IL

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE, IN 47885

File No.: BR790330VL

Call Sign: 171M
 WPFM

Date: 7-18-79

1. DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM

DA-

No. and Type of Elements: Six (6) uniform cross-section, guyed, series excited vertical radiators. Daytime array is three-in-line utilizing towers No. 1 (NE), No. 5 (NC) and No. 6 (N) nighttime array utilizes towers No. 1 (NE) No. 2 (SE), No. 3 (SW) and No. 4 (NW). Tower No. 1 (NE) is common to both arrays.

Height above Insulators: 165' (89.4⁰)

Overall Height: 168'

Spacing and Orientation: Nighttime array consists of four towers in the form of a parallelogram, the short sides spaced 167.81' (90.9°) on a line bearing 08.883° true, the long sides spaced 443.05' (240°) on a line bearing 289° true. Daytime array consists of three towers spaced 165' (89.4°) between elements on line bearing 326.9° true. Elements No. 5 and 6 of daytime array detuned during operation of nighttime array. Ground System consists of: 120 equally spaced buried, copper radials 165' in length plus a 32 by 32' ground screen about the base of each tower. Intersection radials shortened and bonded to transverse copper straps midway between adjacent elements.

2. THEORETICAL SPECIFICATIONS

TOWERS	NE (#1)	SE (/2)	SW (/3)	NW (#4)	NC (:/15)	NUf6)
Phasing: (N)	135.5°	00	+24°	+159.5°		
(D)	0	--	--	--	+69.2°	+138°
Field Ratio: (N)	1.326	1.0	0.754	1.0		
(D)	1.0	--	--	--	2.602	2.132

3. OPERATING SPECIFICATIONS

Phase Indication: (N)	D	-103°	.30	61°		
(D)	12.7°	--	--	--	∞	26.7°
Antenna Base (N)	1.0	1.08	0.924	1.17		
Current Ratio: (D)	0.072		--	--	1.00	0.884

	NE (11)	SE (:/2)	NW (:/13)	NW (#4)	NC (:/15)	N (#6)
Antenna Monitor Sample (N)	1.0	.875	0.77	0.92		
Current Ratio: (D)	0.308	--	--	--	1.0	0.862

• As indicated by Potomac Instruments, AH-19 antenna monitor.

EXEMPTIONS AS LISTED IN SECTION 73.68 (b) OF THE RULES WILL APPLY DURING PROPER OPERATION OF APPROVED SAMPLING SYSTEM.

Field measuring equipment shall be available at all monitoring points and the field intensity at each of the monitoring points shall be measured and recorded every thirty days and an appropriate report kept, if all measurements so required.

D:\SR_P\JQN_OF_A\1_D\FIELD\1_ITEL\SL_T:\T_MNJ.T\{!NG\W IS :

Direction of 20° true North

From transmitter, proceed to 18th Street. Turn left onto 18th Street and proceed 0.1 mile to Delaware Avenue. Turn right onto Delaware Avenue and travel 0.25 mile to Lafayette Avenue. Turn right onto Lafayette Avenue and travel 200 feet to Thomas Avenue. Turn left onto Thomas Avenue and proceed to 272nd Street. Monitoring point is located in driveway. The field intensity measured at this point should not exceed 60 mv/m Daytime.

Direction of 75° true North

From transmitter, proceed to 18th Street. Turn left onto 18th Street and proceed to Delaware Avenue. Turn right onto Delaware Avenue and proceed north a distance of 0.65 mile to Fort Harrison Road. Turn right on Fort Harrison Road and proceed 1/2 mile to Fruitridge Avenue. Turn left onto Fruitridge Avenue and travel north 0.5 mile to Steelton Road. Turn right onto Steelton Road and proceed east 0.1 mile to 3 North Road. Turn right onto North Road and proceed south 0.35 mile. Monitoring point is located 30 feet east of mailbox. The field intensity measured at this point should not exceed 6.0 mv/m (Night).

Direction of 141° true North

From transmitter proceed to 18th Street. Turn left onto 18th Street and proceed to Delaware Avenue. Turn right onto Delaware Avenue and travel west 0.2 mile to Lafayette Avenue. Proceed southwest 0.5 mile to Maple Avenue. Turn left onto Maple Avenue and travel east 2.05 miles to Fruitridge Avenue. Turn right onto Fruitridge Avenue and proceed south 2.05 miles to Poplar Street. Turn left onto Poplar Street and proceed east 0.9 miles to the northeast corner of the First Baptist Church parking lot. Turn right onto Driveway and proceed 0.1 miles to the monitoring point at Southwest Corner of Parking lot. The field intensity measured at this point should not exceed 70 mv/m Daytime & 1.5 mv/m Night.

Direction of 240° true North

u...)

From transmitter, proceed to 18th Street. Turn left onto 18th Street and proceed to Delaware Avenue. Turn right onto Delaware Avenue and travel south 0.25 mile to Lafayette Avenue. Turn left onto Lafayette Avenue and proceed southwest 0.7 mile to Buckeye Street. Turn right onto Buckeye Street and travel west 0.52 mile to 11th Street. Monitoring point is located 20 feet north of the intersection of Buckeye Street and 11th Street. The field intensity measured at this point should not exceed 110 mv/m Daytime 20.0 mv/m Night.

6
<>

WTWI t=vfc :-0 70 3
i;J?FR •

Direction of 308° true North

From transmitter, proceed to 18th Street, Turn left onto 18th Street and proceed south to Delaware Avenue. Turn right onto Delaware Avenue and travel south 0.25 mile to Lafayette Avenue. Turn right onto Lafayette Avenue and proceed northeast 0.65 mile to Fort Harrison Road. Turn left onto Fort Harrison Road and travel west 1.05 miles to U.S. 41. Turn right onto U.S. 41 and proceed north 0.45 mile. Monitoring point is located in median strip. The field intensity measured at this point should not exceed 25.0 mv/m (Night)

Direction of 326.9° true North

From transmitter, proceed to 18th Street. Turn left onto 18th Street and proceed south to Delaware Avenue. Turn left onto Delaware Avenue and travel west to Lafayette Avenue. Turn right onto Lafayette Avenue and proceed northeast 0.65 mile to Fort Harrison Road. Turn left onto Fort Harrison Road and travel west 1.05 miles to U.S. 41. Turn onto U.S. 41 and proceed 1.28 miles to monitoring point located in median strip. The field intensity measured at this point should not exceed 15 mv/m Daytime.

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BR-20120402ARR, WAS GRANTED ON 07/27/2012 FOR A TERM EXPIRING ON 08/01/2020.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WPFR.

FACILITY ID: 70653

LOCATION: TERRE HAUTE, IN

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE, IN 47885



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE IN 47885

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 73713

Call Sign: WLHW

License File Number: BLED-20060623AAV

Grant Date: September 29, 2006

This license expires 3:00 a.m.
local time, December 01, 2012.

This license covers permit no.: BPED-19941110MA

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WLHW

License No.: BLED-20060623AAV

Name of Licensee: WORD POWER, INC.

Station Location: IL-CASEY

Frequency (MHz): 91.5

Channel: 218

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 4.2 kW

Antenna type: Non-Directional

Description: ERI LPX-3E

Antenna Coordinates: North Latitude: 39 deg 18 min 14 sec
West Longitude: 87 deg 58 min 15 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	6.0	6.0
Height of radiation center above ground (Meters):	55	55
Height of radiation center above mean sea level (Meters):	247	247
Height of radiation center above average terrain (Meters):	60	60

Antenna structure registration number: 1027200

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION
FOR RENEWAL OF LICENSE, BRED-20120730AOG,
WAS GRANTED ON 11/23/2012 FOR A TERM
EXPIRING ON 12/01/2020.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION
FOR STATION WLHW.

FACILITY ID: 73713

LOCATION: CASEY, IL

THIS CARD MUST BE POSTED WITH THE STATION'S
LICENSE CERTIFICATE AND ANY SUBSEQUENT
MODIFICATIONS.

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE, IN 47885



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE IN 47885

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Grant Date: June 21, 2011

Facility Id: 73712

Call Sign: WPFR-FM

This license expires 3:00 a.m.
local time, August 01, 2012.

License File Number: BLED-20110614AAL

This license covers permit no.: BPED-20110422ABB

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: WORD POWER, INC.

Station Location: IN-CLINTON

Frequency (MHz): 93.7

Channel: 229

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 2.10 kW

Antenna type: Non-Directional

Description: ERI LPX-3E

Antenna Coordinates: North Latitude: 39 deg 33 min 01 sec
West Longitude: 87 deg 28 min 32 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	2.35	2.35
Height of radiation center above ground (Meters):	148	148
Height of radiation center above mean sea level (Meters):	334	334
Height of radiation center above average terrain (Meters):	161	161

Antenna structure registration number: 1036900

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION
FOR RENEWAL OF LICENSE, BRED-20120330AOZ,
WAS GRANTED ON 07/27/2012 FOR A TERM
EXPIRING ON 08/01/2020.

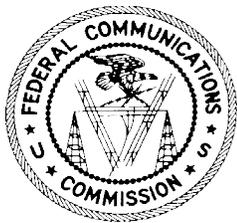
THIS IS YOUR LICENSE RENEWAL AUTHORIZATION
FOR STATION WPFR-FM.

FACILITY ID: 73712

LOCATION: CLINTON, IN

THIS CARD MUST BE POSTED WITH THE STATION'S
LICENSE CERTIFICATE AND ANY SUBSEQUENT
MODIFICATIONS.

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE, IN 47885



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE IN 47885

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 141322

Call Sign: W234CK

License File Number: BLFT-20160504AAN

Grant Date: June 20, 2016

This license expires 3:00 a.m.
local time, December 01, 2020.

This license covers permit no.: BMPFT-20160428ABL

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: WORD POWER, INC.

Principal community to be served: IL-CASEY

Primary Station: WKZI (AM) , Frequency 800 kHz, CASEY, IL

Via: Direct -off-air

Frequency (MHz): 94.7

Channel: 234

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 39 deg 18 min 14 sec

West Longitude: 87 deg 58 min 15 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.67 kW

Antenna type: (directional or non-directional): Non-Directional

Description: SHV 6812

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	35	35
Height of radiation center above mean sea level (Meters):	227	227

Antenna structure registration number: 1027200

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
18889 NORTH 2350TH STREET
DENNISON IL 62423

Nazifa_Sawez
Assistant Chief
Audio Division
Media Bureau

Facility Id: 143535

Call Sign: W300DD

License File Number: BLFT-20170720ABA

Grant Date: July 26, 2017

This license expires 3:00 a.m.
local time, December 01, 2020.

This license covers permit no.: BPFT-20170124AAX

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: WORD POWER, INC.

Principal community to be served: IL-GREENUP

Primary Station: WKZI (AM) , Frequency 800 kHz, CASEY, IL

Via: Direct -off-air

Frequency (MHz): 107.9

Channel: 300

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 39 deg 12 min 55 sec

West Longitude: 88 deg 13 min 49 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.37 kW

Antenna type: (directional or non-directional): Directional

Description: PSI PSIFML-2A-DA

Major lobe directions 50 100 150
(degrees true):

	Horizontally	Vertically
	Polarized	Polarized
	Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw): 0.25 0.25

Height of radiation center above ground (Meters): 108 108

Height of radiation center above mean sea level (Meters): 288 288

Antenna structure registration number: 1009387

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Pursuant to Revitalization of the AM Radio Service, First Report and Order, 30 FCC Rcd 12145, 12153 para. 16 (2015), the permittee/licensee and any successor in interest (licensee) shall be subject to the following restrictions. From the grant of the construction permit and continuing until the facility has achieved four years of on-air operations rebroadcasting the primary AM station identified on this authorization, the licensee may NOT change such primary station being rebroadcast by this translator, nor may it rebroadcast another station when the primary station identified on this authorization is silent. Periods of station silence shall not count toward the fulfillment of this four-year requirement. During this same four-year period the licensee may not assign or transfer the construction permit/license to another party, unless it is to the licensee of the AM station identified on this authorization or unless such assignment or transfer provides for the continuing right of the primary station to rebroadcast on the translator. Minor modifications of this authorization are permitted, provided that the translator will continue to rebroadcast the AM station for which the modification was granted.

- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

WORD POWER, INC.
3775 WEST DUGGER AVENUE
WEST TERRE HAUTE IN 47885

James D. Bradshaw
Deputy Chief
Audio Division
Media Bureau

Facility Id: 202979

Call Sign: W292FT

Permit File Number: BNPFT-20180430AAZ

Grant Date: June 08, 2018

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: WORD POWER, INC.

Principal community to be served: IN-TERRE HAUTE

Primary Station: WPFR (AM) , Frequency 1480 kHz, TERRE HAUTE, IN

Via: Direct -off-air

Frequency (MHz): 106.3

Channel: 292

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 39 deg 33 min 01 sec
West Longitude: 87 deg 28 min 32 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commissio

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.08	0.08
Height of radiation center above ground (Meters):	140	140
Height of radiation center above mean sea level (Meters):	326	326

Antenna structure registration number: 1036900

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Pursuant to Revitalization of the AM Radio Service, Notice of Proposed Rule Making, 28 FCC Rcd 15221, 15227, para. 14 (2013), and First Report and Order, 30 FCC Rcd 12145, 12154, para. 17 and n. 43 (2015), the permittee and any successor in interest (licensee, transferee, or assignee) shall be subject to the following restrictions: (1) this facility may only, in perpetuity, be used to rebroadcast the authorized facilities of the AM primary station set forth in this construction permit, except that it may also originate nighttime programming if the AM primary station set forth in this construction permit is not authorized regular nighttime service, and then only during periods of the broadcast day when the primary AM station is not regularly authorized to operate; (2) if the AM primary station is operating with reduced facilities, this cross-service FM translator facility may only operate if its coverage contour conforms to the limits set forth in 47 CFR Section 74.1201(g) as applied to the reduced facilities of the AM primary station; (3) the authorization for this facility may not be assigned or transferred except in conjunction with the primary AM station set forth in this construction permit; and (4) if the authorization of the AM primary station set forth in this construction permit is rescinded, revoked, surrendered, subject to special temporary authorization (STA) to remain silent, or is otherwise suspended from operation, the authorization of this cross-service FM translator station shall likewise be rescinded, revoked, surrendered, silent for the duration of the AM primary station's STA to remain silent, or suspended from operation. Minor modifications of this authorization are permitted, provided that the translator meets all of the preceding conditions. Grant of this authorization is conditioned on the common ownership, in perpetuity, of this facility and the specified AM primary station. Any violation of this condition shall result in the rescission of the grant of this authorization and the dismissal, with prejudice, of the associated application and, if applicable, cancellation of the associated construction permit.
- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 3 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*** END OF AUTHORIZATION ***

EXHIBIT C

WORD POWER, INC.- COUNTRYSIDE BROADCASTING, INC.

REAL PROPERTY TO BE CONVEYED

WPFR(AM) TOWER SITE (ATTACHMENT 1) DELETED

WPFR-FM TOWER SITE (ATTACHMENT 2) Part of Ford Lase

W300DD TOWER SITE (ATTACHEMENT 3)

EXHIBIT C
ATTACHMENT 1

Deleted

EXHIBIT C
ATTACHMENT 2

In Ford LEase

EXHIBIT C
ATTACHMENT 3

EXHIBIT A

Cumberland County, Illinois

All that part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 18 in Township 9 North, Range 9 East of the third principal meridian lying south of the Conrail Railroad containing 5.5 acres, more or less, except the parcel of and described as follows:

Starting at the Southeast corner of Section 18, thence North 300 feet along the east line of Section 18 to the point of beginning, thence West 200 feet to a point, thence North 110 Feet, more or less, to the South right-of-way of the Conrail Railroad, thence Northeasterly along said right-of-way to the East line of Section 18, thence south along the East line of Section 18 to the point of beginning, said *parcel of land* containing approximately 0.8 acres.

EXHIBIT D

WORD POWER, INC.- COUNTRYSIDE BROADCASTING, INC.

Lease between MORRIS D. LOGUE and VICKIE J. SLALTER, and WORD POWER, INC.,

To be assigned at the Closing

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of April, 2012, by and between MORRIS D. LOGUE and VICKIE J. SLALTER, hereinafter referred to as the Lessors and WORD POWER, INC., an Indiana not-for-profit corporation, doing business in the State of Illinois, hereinafter referred to as the Lessee. In consideration of the mutual promises contained herein, it is agreed between the parties hereto as follows, to-wit:

1. The Lessors do hereby agree to lease to the Lessee and the Lessee hereby agrees to lease from the Lessors, the following described tract of real estate, to be used only as a site for a radio transmission tower, satellite receiver dish, and appurtenant equipment, to-wit: The area on which said tower and equipment are currently located, consisting in the portion of a tract of land described as:

Beginning at a point 1100 feet West and 1520 feet North of the Southeast Corner of the Northwest Quarter of Sec. 21, T10N, R14W of the 2nd P.M.; thence North parallel to the East line of said Northwest Quarter, 961 feet to the South Right-of-Way line of the Pennsylvania Railroad; thence deflecting to the left 112 degrees. 00 minutes a distance of 1019.6 feet along said South Right-of-Way line; thence deflecting to the left 90 degrees, 00 minutes a distance of 80 feet; thence deflecting to the right 90 degrees, 00 minutes a distance of 120.9 feet to the East Right-of-Way line of the Public Road; thence deflecting to the left 79 degrees. 19 minutes to the left a distance of 494 feet along said Right-of-Way; thence East parallel to the South Right-of-Way line, 956 feet to the place of beginning, containing 17.4 acres, m/o/1, Clark County, Illinois.

2. This lease shall have a term of ten (10) years from the date hereof.

3. The lessee agrees to pay to the Lessors as rent for the above described premises per year, each installment being due August 1:

2013-2014	\$ 2,664.00
2014-2015	\$2,771.00
2015-2016	\$2,882.00
2016-2017	\$2,997.00
2017-2018	\$3,117.00
2019-2019	\$3,242.00
2019-2020	\$3,371.00
2020-2021	\$3,506.00
2021-2022	\$3,647.00
2022-2023	\$3,793.00

4. The Lessee shall have the option to renew this lease for an additional ten (10) year term upon the same terms and conditions as this lease, with the exception that rental for the additional ten (10) year period be negotiated between the parties hereto, and in the event no agreement can be reached as to rental, this lease shall not be extended.

.....

5. The Lessee shall not permit any other party to place any antennas or equipment on the leased premises, without the prior written consent of the Lessors, and in the event the Lessors give their consent, the Lessors shall be entitled to share in all rental or other monies paid by any third party to place their antenna and equipment on the leased premises.

6. In the event that the Lessors desire to sell the real estate on which the tower and equipment of the Lessee are located, the Lessee shall be given the first option to purchase said real estate during the term of this lease only.

7. The Lessors shall be permitted to make such uses of the entire real estate leased to the Lessee; however, their use shall not interfere with the operation of the Lessee's tower and equipment. The Lessee agrees to not till the above described real estate.

8. The Lessee shall have access to the tower and equipment located on the above described real estate by means of a roadway as currently located. The Lessee shall be responsible for maintaining said roadway.

9. The Lessee may remove, at the Lessee's expense, all brush, trees, or shrubbery which directly interferes with the Lessee's tower and equipment located on the above described real-estate.

10. The Lessee agrees to indemnify and hold the Lessors harmless from any and all claims, damages, or liability which may result from the Lessee's use of the leased premises, the Lessee expressly agrees that it shall make no claim against the Lessors for personal injury occurring to the Lessee's agents or employees while on the real estate of the Lessors. The Lessee shall be solely responsible for maintaining insurance on its personal property located on the above described real estate.

11. At the termination of this lease, the Lessee shall be permitted to remove all of his personal property from the leased premises and shall return the leased premises to the Lessors in such a condition that the same would be suitable to be used as a pasture, leaving no holes or excavations.

12. In the event that the Federal Communication Commission would terminate the license of the Lessee, or revoke its approval of this location as a site for the Lessee's transmission tower, this lease shall terminate. The Lessors shall be permitted to retain all rentals paid to the date of said termination and the Lessee shall not be entitled to any refund of unused rents.

13. In the event of the termination of this lease by the lapse of time or otherwise, the Lessee shall remove all of its personal property from the above described real estate within 180 days of the termination of this lease.

14. The Lessee agrees to maintain the leased premises in a clean healthy condition and shall not permit any hazardous substances to be located or deposited on the leased premises.

15. The Lessee has inspected the leased premises and agrees to accept the same in their present condition and state of repair.

16. In the event of the failure of the Lessee to make the payment of the rental as provided herein or any portion thereof, or the failure of the Lessee to comply with any of the other terms and conditions of this lease, and after 30 days written notice given to the Lessee, by mail, notifying it to make the overdue payments or perform said covenants within said 30 day period, the Lessors, at their option, may declare this lease terminated and upon termination the Lessors shall have the right to reenter and take possession of the leased premises, subject to the right of the Lessee to remove his personal property, only upon payment in full of all rents due, pursuant to the terms of this lease. In the event the Lessee breaches any of the terms and provision of this lease, the Lessee agrees to pay all of the Lessors' court costs and reasonable attorney's fees in enforcing this lease.

17. No amendment or modification of this lease shall be made, except in writing, executed by the Lessors and the Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year set forth opposite their names below.

Countryside Broadcasting, INC.,
Lessee

Date: _____

By: _____
Richard Wheeler Pres.

Date: _____

By: _____
Vickie Slater Lessor

Date: _____

By: _____
Morris Logue Lessor

EXHIBIT E

WORD POWER, INC.- COUNTRYSIDE BROADCASTING, INC.

LEASE AGREEMENT FOR EXECUTION UPON CLOSING
BETWEEN COUNTRYSIDE AND FORDS
LEASE AGREEMENT

Attach here

Exhibit B Equipment

Location	Column	Image #	May Not be	Type	Make	Model
WPFR AM	1	8651		RF Ammeter	Delta Electronics	TCA-20EX
WPFR AM	2	8652		820E?-1 Transmitter		
WPFR AM	3	8653		81M-1 Phasing Equipment	Collins Radio Co.	Part Number 522 0647 225
WPFR AM	4	8658 8674		Remote Control	Burk Technology	ARC-16
WPFR AM	5	8659 8681		Antenna Monitor	Potomac Instruments	AM-19(204)
WPFR AM	6	8660 8684		Marti Aural STL Receiver	Marti	R-10/950
WPFR AM	7	8661		Marti RPU Transmitter	Marti	
WPFR AM	8	8661		Code Station Identifier	Racom	
WPFR AM	9	8662 and 8666		AM MONITOR	TFT inc	923 AM MONITOR
WPFR AM	10	8663 8670		Optimod AM Processor Limiter		9000 A/1 RET-004 NRSC Filters
WPFR AM	11	8664 8672		Audio Processor	Inovonics Inc.	222
WPFR AM	12	8665		Transmitting Equipment	Gates	BC1G
WPFR AM	13	8685		UPS	APC	XS 1500
WPFR AM	14	8687		Auxillary Transmitter	?	?
WPFR AM	15	8688		Gates BC1G		
WPFR AM	16	8689		Built in AC		
WPFR FM	17	8692 8693		STL Reciever	Marti	SR-20C-950-250
WPFR FM	18	8694		Remote Control	Burk Technology	ARC-16
WPFR FM	19	8698		FM Broadcast Transmitter	Crown Broadcast	FM-100 GFM2KPAE
WPFR FM	20	8705		FM Power Amplifier	Crown Broadcast	PA 2000 for FM-100 GFM2KPAE
WPFR FM	21	8706		FM Power Supply	Crown Broadcast	GFM2KPS
WPFR FM	22	8711		Back-Ups Pro	APC	1100
WPFR FM	23	8712		Modem		
WPFR FM	24	8715		ProSafe 16 Port 10/100 Switch	Netgear	JF5516
WPFR FM	25	8716 8717? 8718?		Internet	Axia	
WPFR FM	26	8720		Digital Endec WPFR FM	Sage	3644
WPFR FM	27	8721		Digital Endec WPFR AM	Sage	3644
WPFR FM	28	8722 8724		TFT EAS 930A ?Reveiver?		
WPFR FM	29	8726 8727			Denon	DN-300H
WPFR FM	30	8728		Digital Endec WKZI	Sage	3644
WPFR FM	31	8728		Digital Endec WLHW	Sage	3645
WPFR FM	32	8733		Fast Ethernet Switch	Netgear	FS105
WPFR FM	33	8741		AMBOS Receiver	AMBOS	
WPFR FM	34	8741 8742		XDS Moody Receiver PRO4Q	XDS	
WPFR FM	35	8741		AM\FM Tuner	Denon Professional	DN-300H
WPFR FM	36			void		
WPFR FM	37	8744 8751		Automatic Compressor	Aphex 108	AX108
WPFR FM	38	8744		1/3 Graphic Equalizer 1480	Peavey 2 units	
WPFR FM	39	8744		Easy Rider 2 channel Auto Mate Compressor		
WPFR FM	40	8744		Pro-XL	Autocom	
WPFR FM	41	8745		3 fm1 or 3FMt	Omnia	Omnia 3
WPFR FM	42	8746		Switcher/Router (3 of them)	Broadcast Tools	
WPFR FM	43	8746		RPU Receiver WPFR AM 1480 Telemetry	MARTI	CR-10
WPFR FM	44	8746		Marti WPFR AM 1480		
WPFR FM	45	void		void		
WPFR FM	46	8748		Aural STL Transmitter WPFR AM 1480 STL	MARTI 946.50 & 948 & 951.750	STL-10
WPFR FM	47	8748		Aural STL Transmitter WKZI AM 800	MARTI	STL-10
WPFR FM	48	8749		Composite STL Transmitter WLHW FM	MARTI	STL-20C
WPFR FM	49	8769		Various Couplings	Cablewave Systems	including serial # : 920249
WPFR FM	50	8769		Lighting System	TWR Lighting INC	AA2/3 MB
WPFR FM	51			Various PCs (two)		
WPFR FM	52			void		
WPFR FM	53	8772		Kilowatts ThruLine	Bird Electronic Corp	
WPFR FM	54	8774		Gas Pressure Valve and tank of helium		
WKZI	55	8776			Harris Gates One	
WKZI	56	8776		Multimeter	Polyphase	
WKZI	57	8777		Transmitter	Harris Gates	
WKZI	58	8778		FM Digital Transmitter tuned to 94.7	Crown Broadcast	E-1000
WKZI	59	8780		Failsafe Wiring terminals	Burk Technology	
WKZI	60	8780		Failsafe Wiring terminals	Burk Technology	

WKZI	61	8781		Remote Control	Burk Technology	ARC-16
WKZI	62	8782		Transmitter Controller	Crown Broadcast	FM2KPAD
WKZI	63	8782		FM Broadcast Transmitter	Crown Broadcast	FM 250T
WKZI	64	8785		FM Power Amplifier	Crown Broadcast	PA-2000
WKZI	65	8787		Power Supply	Crown Broadcast	PS2000
WKZI	66	8788		FM Power Amplifier	Crown Broadcast	PA2000
WKZI	67	8789		Power Conversion Center	Trace Engineering	
WKZI	68	8797		ECRESO FM 1000W	World Cast Systems	HFM1000W
WKZI	69	8801		Gates Transmitter		
WKZI	70	8802		? In lline with tower transmitter cable		
WKZI	71	8805		WKZI Tower	Word Power INC	1027200
Jewett	72	8808		VS1	Nautel	
Jewett	73	8810		AM/FM Tuner	Denon Professional	DN-300H
Various	74			Some Towers, some existing antenneas transimtion cable and other existing accessories for	WPFR AM	
Various	75			All Towers, existing antenneas transimtion cable and other existing accessories for	WPFR FM	
Various	76			All Towers, existing antenneas transimtion cable and other existing accessories for	WKZI/WLHW	
Various	77			All Towers, existing antenneas transimtion cable and other existing accessories for	Translator Greenup/Jewett	
Various	78		x	Building Concrete	WPFR AM	
Various	79			Building Stud Wall	WPFR FM	
Various	80			Building Concrete Block with lease	WKZI/WLHW	
Various	81			Two buildings	Translator Greenup/Jewett	
Various	82		x	Land 23 acres plus or minus and chain link fences	WPFR AM	
Various	83			Land Jewett land and chain link fence	Translator Greenup/Jewett	
Various	84			All Associated and necessary send and receipt antenna for Marti System		
Studio				Various equipment as set aside		
Studio	85	7271	x		Axia	Internet (Reading PoE and Eth ((xnode9100FE)))
Studio	86	7272	x		Axia	QOR-32 integrated Concole Engine
Studio	87	7273	x		Magnum Dynalab	analog FM Tuner MD90
Studio	88	7274	x	Various monitoring PCs		
Studio	89	7275	x		Belkin	F1DA108Z
Studio	90	7276	x	For each station	Broadcast Tools	SS8-2
Studio	91	7279	x		Broadcast Automation system and Hardware	
Studio	92	7280	x	4 units	Axia	Reading: 1 Rackroom Audio Master 2 Spare Audio Syne
Studio	93	7281	x		Axia	Reading: GPIO 1,2,3,4,5,6, 30,5C
Studio	94	7285	x		Trendnet	For optical?? Says 100-Base
Studio	95	7282-7284	x	Automation Computers	AVNet AVA- AVB-	
Studio	96	7289	x	2 different ones	ProSafe 16 Port Gigabit Switch	
Studio	97	7289	x		ProSafe 16 Port Gigabit Switch	
Studio	98	7298	x		Barix	
Studio	99	7298	x		Prohatch	
Studio	100		x	Various Micrphones		
Studio	101		x	Studio Furniture and equipment racks		
Studio	102		x	Broadcasting Computers		
Studio	103		x	CD Player(s)		
Studio	104		x	cassette player(s)		
Studio	105		x	Mic stands		
Studio	106		x	Various headphones		
Studio	107		x	Broadcasting Board		
Studio	108		x	Speakers		
Studio	109		x	Other equipment found Inthe studios		