

THE SCHEDULES TO THE ASSET PURCHASE AGREEMENT HAVE BEEN OMITTED BECAUSE THEY DO NOT REFLECT ON THE LEGAL OR OTHER QUALIFICATIONS OF THE PARTIES, NOR DO THEY CONTAIN INFORMATION RELEVANT TO WHETHER THE STRUCTURE OF THE TRANSACTION COMPLIES WITH THE COMMISSION'S RULES. THE SCHEDULES CONTAIN PUBLIC INFORMATION ALREADY AVAILABLE OR PROPRIETARY INFORMATION RELATING TO THE LICENSEE AND THE STATION. THEREFORE, THE SCHEDULES NEED NOT BE SUBMITTED TO THE COMMISSION BUT WILL BE PROVIDED UPON THE COMMISSION'S REQUEST. SEE THE COMMISSION'S MEMORANDUM OPINION AND ORDER IN LUJ, INC. AND LONG NINE, INC., 17 FCC RCD 16980 (2002) (FILE NO. BALH200110111ABJ) AND PUBLIC NOTICE DA 022049, 17 FCC RCD 16166 (2002). THE APA SCHEDULES ARE TITLED AS FOLLOWS:

EXHIBIT 1.1	FCC AUTHORIZATIONS
EXHIBIT 1.2	TANGIBLE PERSONAL PROPERTY
EXHIBIT 1.3	STATION CONTRACTS
EXHIBIT 1.5	INTELLECTUAL PROPERTY
EXHIBIT 2(F)	CAUSES OF ACTION AND CLAIMS
EXHIBIT 2(K)	EXCLUDED CONTRACTS
EXHIBIT 2(N)	MATERIAL EXCLUDED TANGIBLE PERSONAL PROPERTY
EXHIBIT 4	ESCROW AGREEMENT
EXHIBIT 6.6	LITIGATION
EXHIBIT 6.13	MVPD CARRIAGE
EXHIBIT 11.6	REQUIRED CONSENTS
EXHIBIT 31.3	TAXPAYER IDENTIFICATION NUMBERS

FOR THE SAME REASONS ABOVE, THE FOLLOWING EXHIBITS TO THE ESCROW AGREEMENT ARE EXCLUDED:

EXHIBIT A-1	SELLER CERTIFICATE OF INCUMBENCY
EXHIBIT A-2	BUYER CERTIFICATE OF INCUMBENCY
EXHIBIT B	SCHEDULE OF FEES AND EXPENSES
EXHIBIT C	WIRE TRANSFER AGREEMENT

ASSET PURCHASE AGREEMENT

by and between

**Ellis Communications KDOC, LLC,
Ellis Communications KDOC Licensee, LLC**

“Seller”

and

**Radiant Life Ministries, Inc.,
 (“Buyer”)**

June 8, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter “*Agreement*” or “*APA*”), is made and entered into this 8th day of June 2022, by and between **Ellis Communications KDOC, LLC, Ellis Communications KDOC Licensee, LLC**, each a Delaware limited liability company (collectively “*Seller*”) and **Radiant Life Ministries, Inc.**, an Ohio non-profit corporation (“*Buyer*”).

WITNESSETH

WHEREAS, Seller, under authority of authorizations issued by the Federal Communication Commission (the “*FCC*”), is the owner of full power digital commercial television station KDOC-TV, Anaheim, California (Fac. Id. 24518) (the “*Station*”); and

WHEREAS, Seller desires to sell and Buyer desires to purchase certain of the assets and rights belonging to or used or held for use in the business and operation of the Station pursuant to the terms and conditions stated herein; and

WHEREAS, assignment of the Station’s FCC Authorizations (as defined in Section 1.1) as part of the sale is subject to and conditioned upon the consent of the FCC to the terms and conditions stated herein and the assignment of the FCC Authorizations to Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. Assets Sold and Purchased. On the date of the consummation of the sale and purchase contemplated hereunder (the “*Closing*”) of this Agreement, as provided for in Section 5 below (the “*Closing Date*”), except for the Excluded Assets (as defined in Section 2), Seller will sell, transfer, assign and convey to Buyer, by appropriate, customary instruments, and Buyer will purchase and assume, subject to the terms and conditions set forth herein, all of Seller’s right, title and interest in substantially all the assets, real, personal, tangible and intangible, good will, contract rights, leases and licenses of Seller used and/or held for use in the operation of the Station as same exist on the Closing Date (other than the Excluded Assets), free and clear of all Liens, other than Permitted Liens (collectively the “*Assets*”) including, without limitation, the following assets and properties:

1.1 Authorizations. The Station’s FCC licenses and all other FCC authorizations issued to Seller, and all applications filed by Seller that are pending at the FCC, related to the operation of the Station, as set forth in Exhibit 1.1 hereto (the “*FCC Authorizations*”), and any and all other licenses, rights, permits and authorizations issued to Seller by any other governmental or regulatory agency which are used in connection with the operation of the Station.

1.2 Tangible Personal Property. The tangible personal property assets owned by Seller and used or held for use in the operation of the Station, including without limitation all of the antennae, cables, wiring, connectors, transmitters, equipment, computers, furniture, fixtures,

spare or replacement parts along with any unexpired warranties, all as listed and described in Exhibit 1.2 hereto, together with replacements thereof and improvements and additions made between the date hereof and the Closing Date, but except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency), (collectively the “*Tangible Personal Property*”).

1.3 Contracts. The contracts related to the business and operations of the Station

(a) listed and described in Exhibit 1.3,

(b) are not required to be listed on Exhibit 1.3, pursuant to Section 6.5 hereto, but are used or held for use in connection with the operation of the Station or

are entered into after the date hereof pursuant to the terms and conditions hereof (the “*Assumed Contracts*”). The Assumed Contracts shall not include the Excluded Contracts.

1.4 Records. All of Seller’s records exclusively or primarily relating to the operation of the Station through the Closing Date, including, but not limited to, all program, operating and maintenance logs maintained in connection with the Station, whether or not required by the FCC; engineering or consultant reports, data or analyses pertaining to the Station’s facilities; and the Station’s online public inspection file, but not records relating to the Excluded Assets.

1.5 Intellectual Property. Seller’s rights in and to the Station call letters KDOC, trademarks, trade names, service marks, copyrights, transferable software licenses, domain names, websites, social media accounts and profiles, and other intangible rights, owned or licensed and used or held for use by Seller exclusively or primarily in the operation of the Station, and all goodwill associated with the foregoing and any variations or derivations of, or marks confusingly similar to, any of the foregoing, including those identified in Exhibit 1.5 (the “*Intellectual Property*”).

1.6 MVPD Carriage Rights. All of Seller’s current rights under the Communications Act of 1934, as amended, and the FCC’s Rules, to mandatory carriage of the Station’s signal qualified for such carriage on MVPDs in the Station’s assigned Market, whether heretofore requested, demanded, enjoyed or enforced, or as same may exist in the future.

1.7 Claims. Any and all claims and rights against third parties if and to the extent that they relate to Assets, including, without limitation, all rights under manufacturer’s and vendors’ warranties.

1.8 Prepaid Items. All deposits, reserves and prepaid expenses (other than prepaid Income Taxes) relating to the Assets and prepaid Taxes relating to the Assets, pro-rated as of Closing.

2. Excluded Assets. The following assets and properties of Seller (the “*Excluded Assets*”) shall not be acquired by Buyer and are excluded from the Assets.

- (a) Cash and Cash Equivalents;
- (b) Accounts Receivable;
- (c) All bank and other depository accounts of Seller;
- (d) Insurance policies relating to the Station, and all claims, credits, causes of Action or rights, including rights to insurance proceeds, thereunder;
- (e) All interest in and to refunds of Taxes relating to Pre-Closing Tax Periods or the other Excluded Assets;
- (f) Any cause of Action or claim relating to any event or occurrence prior to the Effective Time (other than as specified in Exhibit 2(f));
- (g) Intercompany accounts receivable;
- (h) All (i) books, records, files and papers, whether in hard copy or computer format, relating to the preparation of this Agreement or the transactions contemplated hereby, (ii) all minute books and company records of Seller and its Affiliates and (iii) duplicate copies of records of the Station;
- (i) All rights of Seller arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby;
- (j) Any Asset sold or otherwise disposed of prior to Closing as permitted hereunder;
- (k) Contracts that are not Assumed Contracts as set forth on Exhibit 2(k) (collectively, the “*Excluded Contracts*”);
- (l) Any Employee Plan and any assets of any Employee Plan sponsored by Seller or any of its Affiliates including any amounts due to such Employee Plan from Seller or any of its Affiliates;
- (m) All Tax records, other than real and personal property and sales and use Tax records;
- (n) All real and personal, tangible and intangible assets of Seller and its Affiliates that are neither located at nor used or held for use in the operation of the Station, the material items of which, if any, are listed on Exhibit 2(n);

3. Purchase Price. The total cash purchase price for all of the Assets sold and purchased hereunder shall be Forty-One Million Dollars (\$41,000,000) (the “*Purchase Price*”), subject to agreed-upon pro-rations or other adjustments set forth in this Agreement, which shall be paid by Buyer to Seller by electronic funds transfer in immediately payable U.S. funds on the Closing Date.

3.1 Assumed Liabilities. The Buyer at the Closing shall assume, pay and perform only the following liabilities and obligations of Seller (the “*Assumed Liabilities*”).

(a) the liabilities and obligations arising with respect to the operation of the Station, including the owning or holding of the Assets (including the Assumed Contracts), on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time); and

(b) any liability or obligation to the extent of the amount of credit received by Buyer under Section 15; and

(c) any Tax Liability or obligation (except for any Income Taxes of Seller or as expressly provided in Section 15 or Section 31) related to Post-Closing Tax Periods.

3.2 Retained Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to pay, perform, or discharge any of Seller’s obligations, liabilities, agreements, or commitments except for the Assumed Liabilities. All such other liabilities and obligations shall be retained by and remain obligations of Seller (all such other liabilities and obligations not being assumed being herein referred to as the “*Retained Liabilities*”). Without limiting the generality of the foregoing, or any other provision of this Agreement, the Retained Liabilities shall include, and Buyer shall not assume or be liable for

(a) any liability, claim or obligation, contingent or otherwise, of or against Buyer arising out of the business or operation of the Station or the Assets prior to the Effective Time;

(b) any liability or obligation under any contracts which are Excluded Contracts;

(c) any liability, claim or obligation under the Assumed Contracts by Buyer hereunder accruing before the Closing Date;

(d) any Tax liability or obligations (except as expressly provided in Section 15 or Section 31) related to Pre-Closing Tax Periods;

(e) any liability or obligation with respect to the Excluded Assets;

(f) any liability or obligation to any employee or former employee of Seller or Station attributable to any period of time on or prior to the Closing Date (including accrued vacation and holiday pay and allowances);

(g) any severance or other liability arising out of the termination of any employee of Seller or Station;

(h) any duty, obligation or liability related to any Employee Plan provided to employees of Seller or Station;

(i) any liability or obligation of Seller arising out of any litigation, proceeding or claim by any Person relating to the business or operation of the Station prior to the Closing Date, including without limitation the litigation disclosed on Exhibit 6.6, whether or not such litigation, proceeding, or claim is pending, threatened or asserted before, on, or after the Closing Date;

(j) intercompany accounts payable and

(k) frequency discounts, rebates or allowances to advertisers (or their agencies) which are based on broadcasts prior to the Closing Date.

3.3 Payment of Liabilities by Seller. Seller shall pay, perform, discharge and settle, without any charge to Buyer,

(a) all of the material liabilities at Closing which at such time, or with the passage of time, would result in a Lien on any of the Assets; and

(b) all other liabilities in the ordinary course of business and on a timely basis (except for liabilities being disputed by Seller in good faith and by appropriate proceedings). Seller shall deliver the Assets to Buyer at Closing free and clear of liabilities or Liens, except for Permitted Liens, and Buyer's obligations to perform on and after the Closing Date the obligations arising under the Station Contracts and other Assets.

Seller shall pay the final salaries of each of the employees of the Seller for monies due them to and including the Closing Date.

3.4 Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Buyer shall use their commercially reasonable efforts to obtain such consents after the execution of this Agreement until each such consent is obtained, but prior to the Closing Date. If such consent is not obtained prior to the Closing Date, Seller and Buyer will cooperate in a mutually-agreeable arrangement under which Buyer will obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and use agreements or sub-leasing to Buyer and enforcement by Seller for the benefit of Buyer of any and all rights of such Seller against a third party thereto. Notwithstanding the foregoing, neither Seller, Buyer nor any of their respective Affiliates shall be required to pay consideration to any third party to obtain any consent.

4. Escrow Deposit. Contemporaneously with the execution and delivery of this Agreement, Buyer shall deposit the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "*Escrow Deposit*") with Truist Bank ("*Escrow Agent*") pursuant to the terms of a written escrow agreement in the form attached hereto as Exhibit 4 (the "*Escrow Agreement*"). At Closing, Seller and Buyer shall join in causing the Escrow Deposit to be applied to the Purchase Price and remitted to Seller. Any interest accrued on the Escrow Deposit shall be disbursed to Buyer. If this Agreement is not consummated because of Buyer's default, the Escrow Deposit and

any interest accrued thereon shall be disbursed to Seller in accordance with this Agreement. If this Agreement is terminated for any other reason, the Escrow Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Escrow Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

5. Closing of the Agreement. The Closing shall take place by the exchange of signed documents via facsimile, electronic mail or overnight courier, within five (5) Business Days after the FCC has granted the FCC Consent, subject to satisfaction or waiver of all other conditions to Closing set forth herein (other than those required to be satisfied at Closing).

6. Seller's Representations, Warranties. Seller makes the following representations and warranties, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

6.1 Organization and Authorization. Each Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to do business in California. Each Seller has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. Each Seller's execution and delivery of this Agreement and consummation of the transaction contemplated hereby, have been duly and validly authorized by a unanimous vote of such Seller's members, and no other actions on the part of each Seller or its members are necessary to authorize the execution and delivery of, or the performance of such Seller's obligations under this Agreement or, except for Closing document signatures, to consummate the transaction contemplated hereby. This Agreement and the Ancillary Agreements constitute the legal, valid, and binding obligation of Seller enforceable in accordance with its 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.

6.2 Licenses and Authorizations. Seller holds the Station FCC Authorizations, and all other FCC licenses, authorizations or approvals necessary for or used in connection with the operation of the Station. The Station FCC Authorizations are valid and existing and in full force and effect in every material respect for the purpose of operating the Station, and expire on the dates shown in Exhibit 1.1. Except for proceedings of general applicability or specific applicability to the Market:

(a) no application or Action is pending for the modification of any FCC Authorization and

(b) no application or Action is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the FCC Authorizations or other authorizations.

(c) Seller has not received any written 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, notice of

inquiry, material complaint or audit against or related to the Station or Seller. In the last five years, Seller has not realized income from ancillary/supplemental use of its digital capacity as defined by the FCC, and has not submitted and is not in arrears in remitting any portion of such income to the FCC for such ancillary/supplemental channel use. Except where omissions or delays are de minimis or immaterial, Seller has timely filed all reports or other materials with the FCC as required by the FCC's Rules. The Station is using the proper virtual channel under the Program and System Information Protocol Standard ("PSIP Standard") incorporated into Section 73.682(d) of the FCC's rules and ATSC A/65C, Annex B.

6.3 Real Property. Seller does not own any real property.

6.4 Tangible Personal Property. Seller holds good and marketable title to all the Tangible Personal Property, free and clear of all Liens other than Permitted Liens. The assets listed on Exhibit 1.2, together with all improvements, replacements and additions thereto from the date hereof to the Closing Date

(a) constitute all the tangible personal property owned by Seller used or held for use in the operation of the Station (other than any Tangible Personal Property included in the Excluded Assets and except for items of Tangible Personal Property having a bank value of \$1,000 or less) and necessary to operate the Station in accordance with the FCC Authorizations, and

(b) each material item of Tangible Personal Property is in good operating condition, normal wear and tear excepted.

6.5 Contracts. True and complete copies of all contracts and agreements listed on Exhibit 1.3 have been furnished to Buyer. Exhibit 1.3 lists all contracts (other than Excluded Contracts) that involve the cash payment or potential cash payment, pursuant to the terms of any such contract, by or to Seller of more than \$10,000 per year that cannot be terminated within thirty (30) days after giving notice of termination without resulting in any material cost or penalty to Seller. All provisions of such contracts have been complied with in all material respects by Seller and no material default in respect to any duties or obligations required to be performed thereunder has occurred. All amounts due from Seller under any contract have been paid in the ordinary course of business, except where a good faith claim has been raised by Seller. To Seller's Knowledge, no other party thereto is in default or breach in any material respect under any such contract. There are not any agreements, contracts, understandings or commitments which restrict or inhibit the right of Seller to enter into this Agreement, to make the representations and warranties provided herein, or to consummate any of the transactions contemplated hereby, except for the need to obtain the FCC Consent and any third-party consents required to assign any of the Assumed Contracts.

6.6 Litigation. Seller has operated the Station in compliance in all material respects with all laws, regulations, orders, or decrees. No judgment is presently pending against Seller with respect to the Station or the Assets and, except for proceedings of general applicability or specific applicability to the Market, or as identified in Exhibit 6.6 attached hereto, there is no Action by or before the FCC pending, or, to the Knowledge of Seller, threatened with respect to the Station or the Assets which might result in any Material Adverse Effect on the operation of the

Station or would have a Material Adverse Effect on the right, title or interest of Seller in the Assets or the ownership, use or possession of the Station or the Assets by Buyer, or which may question the validity of any material action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement.

6.7 Insurance. Seller maintains in force customary fire, casualty and liability insurance in respect to the Assets and the business and operations of the Station.

6.8 No Infringement. To Seller's Knowledge, the operation of the Station does not infringe, and Seller has not received written notice that such operation infringes, upon any copyright, patent, trademark, trade name, service mark, or other similar right of any other party.

6.9 Employees. Seller has, in the conduct of the affairs of the Station, complied in all respects with all applicable Laws, rules and regulations relating to the employment of labor, including those related to wages, hours, equal employment opportunity, collective bargaining, pension, welfare benefit plans, and the payment of social security and similar Taxes except where such non-compliance could not reasonably be expected to result in a Material Adverse Effect. No employee of the Station is represented by a union or other collective bargaining unit, no application for recognition as a collective bargaining unit has been filed with the National Labor Relations Board, and, to Seller's Knowledge, there has been no concerted effort to unionize any of the Station's employees. To Seller's Knowledge, there are no material controversies pending or threatened between Seller and any of the Station's employees, and Seller is not aware of any facts that could reasonably result in any such controversy. Seller has never maintained or contributed to any pension plan (including, but not limited to, any single or multi-employer pension plan within the meaning of ERISA) with respect to any of the Station's current or former employees.

6.10 No Breach. The execution, delivery, and performance of this Agreement by Seller will not

(a) constitute a violation of, or conflict with, Seller's certificate of formation or operating agreement of Seller, or

(b) 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 Seller or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained,

(c) violate any statute, regulation or Governmental Order of any Governmental Authority which is applicable to Seller, or

(d) except as set forth on Exhibit 6.10, require the consent or approval of any Governmental Authority, lending institution, or other third party other than the need to obtain FCC Consent

except where such defaults under (b), such violations under (c) or failure to obtain such consents under (d) could not reasonably be expected to result in a Material Adverse Effect.

6.11 Taxes. Seller has, in respect of the Station's business, paid and discharged all Taxes and other levies relative to the Assets being sold, which have become payable.

6.12 FCC Compliance. Seller has not received any notice from the FCC asserting any noncompliance with any applicable statute, rule, or regulation in connection with the operation of the Station that has not been resolved, and to Seller's Knowledge, no investigation is pending or threatened regarding any such matter. Seller has no reason to believe that the FCC Application will be challenged or will not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller or any of its Affiliates or any of their respective officers, directors, shareholders, members or partners.

6.13 MVPD Carriage. The Station is carried by the MVPDs on the channels shown at Exhibit 6.13. None of the MVPDs carrying the Station have refused carriage based upon the Station's 2021-2023 mandatory carriage elections. Seller has not received carriage refusal communications for the Station from any MVPD since making its 2021-2023 mandatory carriage elections.

6.14 Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller's or any of the Assets are pending or, to Seller's Knowledge threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

6.15 Environmental Matters. To Seller's Knowledge, no generation, use, transportation, treatment, storage, release or disposal of any Hazardous Materials in connection with the conduct of Seller's business in violation of any Environmental Laws has occurred which has created or might reasonably be expected to create any material liability under any applicable Environmental Law or which would require reporting to or notification to any Governmental Authority. To Seller's Knowledge, Seller and the Station are in compliance in all material respects with all Environmental Laws applicable to the Station's operations.

6.16 Brokers. Other than Kalil & Co., Inc., the broker for which Seller shall be solely responsible for paying a brokerage fee, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment from Seller in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

7. Buyer's Representations and Warranties. Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

7.1 Corporate Existence. Buyer is a non-profit corporation duly incorporated, existing, and in good standing under the laws of the State of Ohio. As of the Closing, Buyer shall be qualified to do business in California.

7.2 Corporate Authorization. The execution, delivery and consummation of this Agreement and the transactions contemplated herein has been duly authorized by the members

of Buyer and no further authorization, approval or consent of Buyer's board of directors or shareholders is required. This Agreement and the Ancillary Agreements are legal, valid and binding agreements of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 No Breach. The execution, delivery, and performance of this Agreement by Buyer will not

(a) conflict with or result in any breach of any provision of the articles of incorporation or bylaws of Buyer, or

(b) 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 Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller,

(c) violate any statute, regulation, order, injunction, or decree of any federal, state, or local Governmental Authority or agency which is applicable to Buyer, or

(d) require the consent or approval of any Governmental Authority, lending institution, or other third party other than the need to obtain FCC consent.

7.4 FCC Qualifications. Buyer is legally, financially and otherwise qualified under the Communications Act and FCC Rules (as in effect on the date hereof) to acquire the FCC Licenses and own and operate the Station. Except as set forth on Exhibit 7.4,

(a) there are no facts known to Buyer that would disqualify Buyer as the assignee of the FCC Authorizations or as owner and operator of the Station,

(b) no waiver or exemption, whether temporary or permanent, of the Communications Act or FCC Rules is necessary for the FCC Consent to be obtained, and

(c) Buyer has no reason to believe that the FCC Application will be challenged or will not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholders, members or partners.

7.5 No Conflict. Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will

(a) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or

(b) constitute a violation by Buyer of any Law or regulation applicable to it, except for the need to obtain the FCC Consent.

7.6 Litigation. There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against Buyer or affecting the business of Buyer, and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the transactions contemplated by this Agreement.

7.7 Insolvency Proceedings. No insolvency proceedings of any kind including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Buyer or any of its assets or properties are pending or, to Buyer's knowledge, threatened, and Buyer has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

7.8 Brokers. There is no broker or finder or other person who would have a valid claim from Buyer for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby.

7.9 Funds. Buyer has sufficient funds (or arrangement for sufficient funds) to pay the Purchase Price at Closing.

8. Indemnification.

8.1 Buyer's Right to Indemnification. Seller undertakes and agrees to indemnify and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from

(a) all Retained Liabilities,

(b) all Liens except for Permitted Liens, and

(c) all losses, costs, liabilities, claims, obligations and expenses arising from or by reason of Seller's ownership of the Assets or operation of the Station prior to the Closing Date hereunder. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$50,000, provided that the indemnity for the litigation described in Exhibit 6.6 shall not be subject to such aggregation amount and shall be provided by Buyer regardless of the indemnity amount therefor.

Notwithstanding the above, Seller's liability to Buyer for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Buyer, specifically including any "lost profits" or business interruption damages incurred by Buyer.

8.2 Seller's Right to Indemnification. Buyer undertakes and agrees to indemnify and hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from

- (a) the Assumed Liabilities and
- (b) any actions by Buyer after Closing.

The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$50,000.

Notwithstanding the above, Buyer's liability to Seller for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Seller, specifically including any "lost profits" or business interruption damages incurred by Seller.

8.3 Procedure.

(a) If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly describing in reasonable detail the nature and basis of the claim and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding in a timely manner, the party seeking indemnification shall be free to dispose of the matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest (subject to the right of the indemnifying party to assume the defense of or opposition to such claim at any time prior to settlement, compromise or final determination thereof).

(b) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the claim;

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

(iii) in the event that the indemnifying party undertakes defense of or opposition to any claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such claim.

9. No Survival of Representations and Warranties and Covenants. Except as set forth below, the several representations and warranties of the parties contained herein and the covenants of the parties contained herein shall not survive the Closing and from and after Closing

shall be of no further force and effect. Notwithstanding the foregoing, the agreements in Sections 15-31 shall survive for six (6) months from the Closing Date and the Indemnification provisions of Section 8 shall survive for six (6) months from the Closing Date (except with respect to Seller's indemnification obligations for the litigation described in Exhibit 6.6, which shall survive until the final outcome thereof).

10. Covenants.

10.1 Buyer Covenants. Buyer covenants and agrees that from the date hereof until the completion of the Closing, Buyer shall use commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to consummate the transaction contemplated hereby.

10.2 Seller Covenants. Pending the Closing of this Agreement, Seller will:

(a) Access. Upon reasonable notice, give Buyer and its representatives access during normal business hours to the Assets and furnish Buyer with all documents and information concerning the Assets as Buyer may reasonably request and provided that Buyer agrees to take no action which would interfere with the normal business or operation of the Station, and to comply with the requirements of any landlord applicable to the area being accessed.

(b) Compliance with Laws. Comply in all material respects with all applicable federal, state and local Laws, including, but not limited to, the Communications Act and the FCC Rules. Seller will not file any application with the FCC requesting authority to modify the Station's facilities, unless necessary to restore or maintain station operations in the case of force majeure circumstances (e.g., a weather event knocking down a tower) without Buyer's prior written consent, and Seller shall take all commercially reasonable actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect. Seller shall promptly provide a copy to Buyer of any filing by Seller with the FCC or the receipt of any correspondence or notice from the FCC with respect to the Station.

(c) Contract Assignments. Subject to Section 3.4, use commercially reasonable efforts to obtain any required consents necessary for the assignment of the Assumed Contracts requiring such approval.

(d) Assets. The Assets shall be maintained by Seller in the usual and ordinary manner consistent with good engineering practice. Seller will replace Assets which are worn out, lost, stolen, cancelled, terminated or destroyed with like property of substantially equivalent kind and value, in the ordinary course of business.

(e) Operation of Station in Ordinary Course. Seller shall operate the Station in the ordinary course of business and in accordance with past practice, and shall pay and perform all of its obligations with respect to the Station in the ordinary course as such obligations become due (although certain obligations may be satisfied out of the Purchase Price, when received by Seller at the Closing).

(f) Insurance. Seller shall maintain (or renew with substantially similar policies) its presently existing insurance in force until the Effective Time.

(g) Contracts. No employment contract shall be entered into by Seller or on behalf of the Station which would legally bind the Buyer following the Closing, unless the same is terminable at will. No other new contract, lease or agreement which has a term extending beyond the Closing Date shall be entered into by Seller or on behalf of the Station, without the prior written consent of Buyer.

10.3 Administrative Violations or Notices. Between the date hereof and the Closing Date, if Seller receives an administrative or other order relating to any violation of the FCC Rules, or of any other Governmental Authority, including rules regarding the employment of labor and equal employment opportunity, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations in the ordinary course of business and will be responsible for the cost of removing same, including the payment of any fines or back pay that may be assessed for any such violation.

10.4 Adverse Developments. Prior to the Closing Date, Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to operation of the Station's facilities; status of its FCC Authorizations; or changes in carriage regarding any MVPD's.

10.5 Consummation of Agreement. Seller shall use commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to consummate the transaction contemplated hereby.

11. Conditions Precedent to Buyer's Obligations to Close. The obligation of Buyer to consummate the Closing under this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

11.1 Representations and Warranties True and Correct. The representations and warranties of Seller made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases:

(a) for changes expressly contemplated or permitted by this Agreement,
or

(b) where any failure to be true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

11.2 Performance of Agreements. All of the agreements of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects.

11.3 FCC Consent. The FCC shall have granted the FCC Consent without any conditions materially adverse to Buyer.

11.4 No Injunction. There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any Action against the consummation of the sale of the Assets contemplated by this Agreement.

11.5 Closing Documents. Seller shall deliver to Buyer at the Closing all the closing documents specified in Section 14.1, which documents shall be duly executed.

11.6 Third-Party Consents. If necessary, Seller shall have obtained written consent to the assignment of the Tower License and other Assumed Contracts listed on Exhibit 11.6, as required, and any releases of Liens or payoff letters as may be required to facilitate the Closing.

12. Conditions Precedent to Seller's Obligations to Close. The obligation of Seller to consummate the Closing under this Agreement is subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of each of the following conditions:

12.1 Payments. All payments which are due and payable by Buyer under this Agreement on or before the Closing Date shall have been paid in accordance with the terms of this Agreement.

12.2 Representations and Warranties True and Correct. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement.

12.3 Performance of Agreements. All of the agreements of Buyer to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects.

12.4 FCC Consent. The FCC Consent shall have been granted without any condition materially adverse to Seller.

12.5 No Injunction. There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any Action against the consummation of the sale of the Assets contemplated by this Agreement.

12.6 Closing Documents. Buyer shall deliver to Seller at the Closing all the closing documents specified in Section 14.2, which documents shall be duly executed.

13. FCC Approval and Application

13.1 Condition of FCC Consent. Consummation of the Closing is subject to and conditioned upon grant by the FCC of the FCC Consent.

13.2 Application for Consent. The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed one or more applications requesting FCC Consent to the assignment of the FCC Authorizations (the “*Assignment Application*”). The parties agree that the Assignment Application shall be duly filed with the FCC not later than five (5) Business Days after the date of this Agreement, and that such application shall be prosecuted in good faith and with due diligence. The failure of either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement. Seller and Buyer shall each pay one-half of the filing fee for the Assignment Application, with Buyer reimbursing Seller for Buyer’s one-half of the fee at the Closing. Each party shall be responsible for all of its other costs with respect to the preparation, filing, and prosecution of the Assignment Application, including attorneys’ fees. Buyer and Seller shall notify each other of all documents filed with or received from the FCC with respect to the Assignment Application. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Application.

13.3 Absence of FCC Consent. In the event that the FCC fails or refuses to grant the FCC Consent within twelve (12) months of filing, then this Agreement may be terminated at the option of either party upon written notice to the other; provided, however, that neither party may terminate this Agreement if

(a) such party is in default hereunder,

(b) if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to by any failure of such party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the Assignment Application. Upon termination pursuant to this Paragraph, the parties shall be released and discharged of all obligations hereunder and the Escrow Deposit, together with accrued interest, shall be returned to the Buyer.

13.4 Designation for Hearing. The outside date for granting the FCC Consent provided in Section 13.3 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the FCC, provided, however, that such termination shall not negate the provisions of this Agreement permitting legal recourse by one party against the other related to the reason cited by the FCC for hearing designation.

13.5 Control of Station Pending Closing. This Agreement shall not be consummated until after the FCC has granted the FCC Consent, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Such operation shall be the sole responsibility of Seller.

14. Closing Documents. On the Closing Date:

14.1 Seller Deliveries to Buyer:

(a) An assignment and assumption agreement in a form customary for transactions of this nature and reasonably acceptable to Buyer, transferring all of the interests of Seller in and to the FCC Authorizations, pending applications and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or held for use in the operation of the Station, and Intellectual Property;

(b) A bill of sale in a form customary for transactions of this type and reasonably acceptable to Buyer, conveying to Buyer all of the Tangible Personal Property;

(c) One or more assignment and assumption agreements in a form customary for transactions of this type and reasonably acceptable to Buyer, together with all obtained consents, assigning the Assumed Contracts and the MVPD Carriage Rights to Buyer;

(d) An assignment and assumption agreement in a form customary for transactions of this type and reasonably acceptable to the Buyer pursuant to which the Buyer assumes the Assumed Liabilities;

(e) A certificate, dated as of the Closing Date, of a duly authorized officer with respect to the accuracy of the matters set forth in Sections 11.1 and 11.2;

(f) A Certificate, dated as of the Closing Date, of a duly authorized officer certifying that all necessary limited liability company or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein, and certifying the accuracy of the unanimous consent resolution attached thereto which authorizes the transactions and is signed by a duly authorized party of each of Seller's members;

(g) The records and files referred to in Section 1.4 hereof, and the equipment referred to in Exhibit 1.2 hereto;

(h) A settlement statement setting forth the amounts due after adjustments and pro-rations, and wire instructions for disbursement of funds to Seller, along with any releases of Liens and/or payoff letters for any third-party security interests being released or Seller debts being satisfied in conjunction with the Closing; and

(i) Joint written instructions to be provided to Escrow Agent for the release of the Escrow Deposit.

14.2 Buyer Deliveries to Seller:

(a) The Purchase Price, in the form provided for in Section 3 hereof;

(b) A certificate, dated as of the Closing date, of a duly authorized officer with respect to the accuracy of the matters set forth in Sections 12.1 and 12.2;

(c) A certificate, dated as of the Closing date, of a duly authorized officer of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein

- (d) Joint written instructions to be provided to Escrow Agent for the release of the Escrow Deposit;
- (e) A countersigned settlement statement;
- (f) Countersigned assignment and assumption documents for the assignment of the Assumed Contracts and MVPD Carriage Rights to Buyer;
- (g) A countersigned assignment and assumption agreement for the assumption of the Assumed Liabilities by Buyer; and
- (h) Such other documents reasonably necessary to effectuate the Closing.

15. Pro-rations.

15.1 Apportionment of Income and Expense. Seller shall be entitled to all income received, payable or arising from pre-Closing Station operations, and shall be responsible for all expenses arising out of the operation of the Station through the close of business on the Closing Date. All prepaid and deferred income and expenses relating to the Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with GAAP as of 11:59 p.m. Pacific Time on the Closing Date (the “*Effective Time*”). Such prorations (the “*Prorations*”) shall include without limitation:

- (a) Advance payments received from programmers of the Station prior to or on the Closing Date for services to be rendered in whole or in part on or after the Closing Date;
- (b) Prepaid expenses and deposits arising from payments made for goods or services prior to the Closing Date where all or part of the goods or services have not been received or used at the Closing Date (for example, rents or utilities paid in advance for a rental period extending beyond the Closing Date);
- (c) Liabilities, customarily accrued, arising from expenses incurred but unpaid as of the Closing Date;
- (d) Personal property Taxes and utility charges related to the Station or in respect of any of the Assets;
- (e) Deposits and unearned prepayments received by Seller in connection with any Assumed Contract; and
- (f) FCC annual regulatory fees.

15.2 Determination and Payment. Prorations shall be made and paid, insofar as feasible, on the Closing Date by way of adjustment to the Purchase Price. As to Prorations that cannot be made on the Closing Date, within thirty (30) days after the Closing Date, the parties shall determine and agree upon all such Prorations and promptly thereafter Buyer shall pay to

Seller or Seller shall pay to Buyer, as the case may be, the net amount due. If Buyer and Seller are unable to agree upon the Prorations within thirty (30) days of Closing, then such determination shall be made by the Accounting Firm within sixty (60) days of Closing and thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amounts due.

16. Default and Remedies.

16.1 Material Breaches. A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 Opportunity to Cure. If either party believes the other to be in material default hereunder, the former party shall promptly provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of

(a) five (5) Business Days after the scheduled Closing Date, or

(b) within twenty (20) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such twenty (20) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section 16, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 Seller's Remedies. Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach of this Agreement, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to Buyer's breach, as its sole remedy Seller shall be entitled to the Escrow Deposit as liquidated damages in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the Agreement.

16.4 Buyer's Remedies. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right, if Buyer is not in material default in its obligations hereunder, as its sole remedy to specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any suit for specific performance that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. Buyer's reasonable costs of enforcing Seller's performance hereunder shall be offset by a reduction to the Purchase Price in the amount of such costs.

17. Damage. The risk of loss or damage to the Assets shall be upon Seller at all times prior to the Effective Time and Buyer shall bear the risk of loss or damage thereafter. In the event of such loss or damage in excess of \$500,000, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the Closing Date. If damage has occurred in excess of \$500,000 and such relief

or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Closing in which event Seller shall pay to Buyer the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration. If the parties are unable to agree upon the costs of such repairs, the matter shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision as to the costs shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer; or

(b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement, and the Escrow Deposit and all accrued interest shall be returned to Buyer. If the parties disagree as to whether the property has been adequately repaired, replaced or restored, the matter shall be referred to a mutually-acceptable qualified consulting communications engineer, who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

18. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given on the date of personal delivery or confirmed facsimile transmission, confirmed electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after mailing by U.S. certified mail, postage prepaid, with return receipt requested, and addressed as follows (or to any other address as any party may request by written notice):

If to Buyer: Radiant Life Ministries, Inc.
 Attention: Legal Counsel
 11717 Route 37
 Marion, Illinois 62959
 Email: mjd@tct.tv

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

Hardy, Carey, Chautin & Balkin, LLP
Attn: Joseph Chautin, Esq.
1080 West Causeway Approach
Mandeville, Louisiana 70471
Email: jchautin@hardycarey.com

If to Seller: Ellis Communications KDOC, LLC..
 Ellis Communications KDOC License Co, LLC.

Attn: U, Bertram Ellis, Jr., CEO
1389 Peachtree Street, NE
Atlanta, Georgia 30309
Email: bellis@ellis.tv

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

James S. Altenbach
200 Shinnecock
Saint Simons Island, Georgia 31522
Email: Jim@altelawssi.com

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance.

20. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

21. Headings. The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

22. Exhibits. The Exhibits to this Agreement are a material part hereof.

23. Severability. In case any one or more of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any material respect by a court or governmental authority, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

24. Choice of Laws and Venue. This Agreement is to be construed and governed by the laws of the State of Delaware (exclusive of those relating to conflicts of laws).

25. Bulk Sales. Seller will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

26. Benefit; Assignment. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights and obligations hereunder without the other party's written consent. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

27. **Fees and Expenses.** Except as specifically otherwise provided herein, Buyer and Seller shall each pay their own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

28. **Public Announcements.** Prior to Closing, no party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with the other party concerning the requirement for, and timing and content of, such public announcement and having received their prior written consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement.

29. **Confidentiality.** Each party and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained regarding the other party and the Station's business and properties, except for public record information, and if the transactions provided for in this Agreement are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all information and documents without retaining any copies thereof, and further Buyer (and its representatives) shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase, or induce or attempt to persuade any of Seller's employees not to be employed by, or to terminate their employment with Seller at any time.

30. **Assurances.** After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

31. **Tax Matters**

31.1 **Transfer Taxes.** All Transfer Taxes, if any, arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared equally by Seller and Buyer. The party which has the primary responsibility under applicable Law for the payment of any particular Transfer Tax, shall prepare the relevant Tax Return and notify the other party in writing of the Transfer Taxes shown on such Tax Return. Such other party shall pay the party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Taxes by check or wire transfer of immediately available funds no later than the date that is the later of

- (a) five (5) Business Days after the date of such notice or
- (b) two (2) Business Days prior to the due date for such Transfer Taxes.

Seller and Buyer shall cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate in seeking to secure any available exemptions from such Transfer Taxes.

31.2 **FIRPTA Certificate.** Seller shall deliver to Buyer on the Closing Date, duly completed and executed certificates of non-foreign status pursuant to section 1.1445-2(b)(2)

of the Treasury regulations sufficient to exempt Buyer from the requirements of Code Section 1445(a). The sole remedy, including for purposes of Section 10.03 and Article XI or Article XII for failure to provide any such certificate shall be to permit Buyer to make any withholdings as are required pursuant to Section 1445 of the Code.

31.3 Taxpayer Identification Numbers. The taxpayer identification numbers of Buyer and Seller are set forth on Exhibit 31.3.

31.4 Taxes and Tax Returns. Subject to Section 15, Seller shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Income Taxes incurred with respect to the Assets and the operation of the Station for any Pre-Closing Tax Period. Subject to Section 15, Buyer shall be liable for and payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Taxes incurred with respect to the Assets and the operation of the Station for any Post-Closing Tax Period.

31.5 Purchase Price Allocation. The parties will agree to an allocation of the applicable portions of the Purchase Price paid to Seller among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provisions of state or local Law, as appropriate) and shall use such allocation in the filing of any and all Tax Returns and other relevant documents with any other Governmental Authority. Within forty-five (45) days of the Closing Date, Buyer will prepare a draft schedule documenting such allocation and provide such draft schedule to Seller. Seller shall provide Buyer with any comments on such schedule within ten (10) Business Days after the date thereof, and Buyer and Seller agree to negotiate in good faith regarding the allocation of the Purchase Price (unless Seller does not provide any comments within the time period set forth herein, in which case Buyer's proposed allocation shall be deemed final). If the parties are unable to reach agreement with respect to such allocation then the parties shall have no further obligation under this Section 9.06 and each party shall make its own determination of such allocation for financial and Tax reporting purposes.

32. Collection of Accounts Receivable. If Buyer receives remittances of any payment on an Accounts Receivable, Buyer shall promptly submit such payments to Seller at the address set forth in Section 19 hereof.

33. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Accounting Firm” means an independent certified public accounting firm in the United States of regional recognition mutually acceptable to Seller and Buyer.

“Accounts Receivable” means all accounts receivable and all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments, arising out of sales occurring in the operation of the Station prior to the Effective Time for services performed (*e.g.*, the actual broadcast of commercials sold) or delivered by the Station prior to the Effective Time.

“Action” means any claim, action, suit, arbitration, inquiry, investigation, or other proceeding by or before any Governmental Authority.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such other Person.

“**Ancillary Agreements**” means the Escrow Agreement and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed (or actually closed) in the City of New York.

“**Cash and Cash Equivalents**” means those items which are required by GAAP to be included as “cash” or “cash equivalents” on the financial statements of Seller as of the Effective Time.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Communications Act**” means, collectively, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, and the Children’s Television Act of 1990 (including FCC Rules and any other rules and regulations promulgated under each of the foregoing), in each case, as in effect from time to time.

“**Control**” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “**Controlled**” and “**Controlling**” shall have a correlative meaning.

“**Employee Plan**” means any (a) employee benefit plan, arrangement or policy subject to ERISA, including any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability or cafeteria plan, policy or arrangement; (b) any equity or equity-based compensation plan; (c) any bonus or incentive arrangement; and (d) any severance or termination agreements, policies or arrangements that are not covered by ERISA, in each case maintained or contributed to or required to be maintained or contributed to by Seller for the benefit of any current or former Employee.

“**Environmental Laws**” means any Law in effect on the date of this Agreement whether local, state, or federal relating to: (a) releases or threatened releases of Hazardous Materials into the environment; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**FCC Consent**” means, to the extent required under the Communications Act and the FCC Rules, the FCC’s consent to the assignment of each of the FCC Authorizations identified on Exhibit 1.1 from Seller to Buyer.

“**FCC Rules**” means the published rules and policies of the FCC.

“**GAAP**” means United States generally accepted accounting principles as in effect on the Balance Sheet Date, consistently applied.

“**Governmental Authority**” means any federal, state, local or foreign government, including any department, agency, or other part thereof exercising legislative, administrative, regulatory or judicial functions (including any court).

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Hazardous Material**” means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.; or any similar applicable federal, state or local Environmental Laws.

“**Income Taxes**” means income, franchise, doing business and similar taxes.

“**Knowledge of Seller**” means the actual knowledge of U. Bertram Ellis, Jr., James V. Sandry or Jack Peck.

“**Law**” means any United States (federal, state, local) or foreign law, constitution, treaty, statute, ordinance, regulation, rule, code, order, judgment, injunction, writ or decree.

“**Lien**” means, with respect to any property or asset, any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

“**Market**” means the Los Angeles, California Nielsen Designated Market Area.

“**Material Adverse Effect**” means any effect or change that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the Station Assets or the results of operation of the Station, or (b) the ability of Seller to perform its obligations under this Agreement with the understanding that any material adverse effect primarily attributable to (i) an event or series of events or circumstances affecting the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) any event, state of facts or circumstances or development affecting television programming services generally or the television broadcast industry generally (including legislative or regulatory matters), (iii) any change or development in national, regional, state or local telecommunications or internet transmission systems, (iv) general economic conditions, including any downturn caused by acts of war or terrorism or a natural disaster, such as an earthquake or hurricane or the Covid 19 pandemic, (v) the suspension of trading generally on the New York Stock Exchange or the Nasdaq Stock Market, (vi) any action taken by Seller as expressly contemplated by this Agreement

or with Buyer's written consent or at Buyer's written request, (vii) any failure to meet internal or published financial or rating projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (provided, that the underlying causes of such failure (subject to the other provisions of this definition) shall not be excluded), (viii) changes in Law or GAAP or the interpretation thereof, in each case shall not constitute a Material Adverse Effect.

"MVPD" means any multi-channel video programming distributor, including cable systems, telephone companies and DBS systems.

"Permitted Liens" means, as to any Asset, (a)) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent; (b) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business of Seller consistent with past practices for amounts not yet delinquent; (c) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business of Seller consistent with past practices in connection with worker's compensation, unemployment insurance or other types of social security; and (d) Liens created by or through Buyer or any of its affiliates;

"Person" means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning and ending after the Effective Time.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or prior to the Effective Time.

"Tax" or "Taxes" means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding) imposed by a Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

"Tax Returns" means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

"Tower License" means that certain License Agreement dated December 28, 2017 by and between Richland Tower Management Mt. Wilson, LLC and Ellis Communications KDOC, LLC.

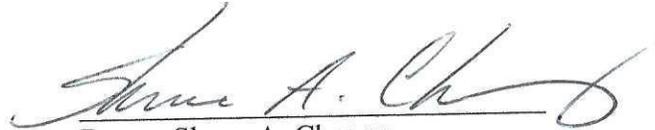
"Transfer Taxes" means all excise, sales, use, value added, registration stamp, recording, documentary, conveying, franchise, property, transfer, gains and similar Taxes, levies, charges and fees.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

BUYER:

Radiant Life Ministries, Inc.



By: Shane A. Chaney
Title: Chief Financial Officer

SELLER:

Ellis Communications KDOC, LLC.
Ellis Communications KDOC Licensee, LLC.

By: U. Bertram Ellis, Jr.
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

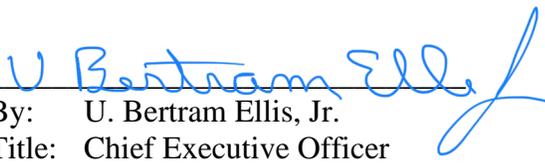
BUYER:

Radiant Life Ministries, Inc.

By: Shane A. Chaney
Title: Chief Financial Officer

SELLER:

**Ellis Communications KDOC, LLC.
Ellis Communications KDOC Licensee, LLC.**


By: U. Bertram Ellis, Jr.
Title: Chief Executive Officer