

Marquee Broadcasting, Inc.  
WLMA, Lima, Ohio  
Assignment of License Application  
November 2022

**Agreement for Sale**

Attached hereto is a copy of an Asset Purchase Agreement embodying the complete and final agreement of the parties related to the sale of WLMA.

## **ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of October 26, 2022, by and among American Christian Television Services, Inc., an Ohio corporation (“**Seller**”), and Marquee Broadcasting Ohio, an Ohio corporation (“**Buyer**”).

### **RECITALS**

WHEREAS, Seller holds the license (the “**FCC Licenses**”) issued by the United States Federal Communications Commission (the “**FCC**”) to Seller for the operation of WTLW(TV), Lima, Ohio a full power television station, Facility ID 1222 (the “**Station**”).

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the FCC Licenses and certain associated equipment and rights for the price and on the terms and conditions set forth in this Agreement.

### **AGREEMENTS**

In consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

#### **SECTION 1. PURCHASE AND SALE; PRICE AND TERMS**

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale of the Station (the “**Closing**”), Seller shall sell, transfer, assign, and deliver to Buyer on the date of the Closing (the “**Closing Date**”), and Buyer shall purchase and acquire from Seller, free and clear of all liabilities, debts, liens and encumbrances of any nature except for Permitted Liens (defined below), all of Seller’s right, title, and interest in and to (i) the FCC Licenses, (ii) all broadcast equipment owned or leased by Seller and used primarily in the operation of the Station that are listed on *Schedule 1.1* hereto, and (iii) any books and records of Seller that relate solely to the FCC Licenses (collectively, the “**Assets**”). As used herein, “**Permitted Liens**” means the Assumed Obligations (defined below), liens for taxes not yet due and payable and liens that will be released at or prior to Closing.

Notwithstanding anything to the contrary contained herein, the Assets shall not include the following assets or any rights, title and interest therein (the “**Excluded Assets**”): (i) all cash and cash equivalents of Seller; (ii) Seller’s corporate name, charter documents, books and records relating to the organization, existence or ownership of Seller, all records not relating to the Assets; (iii) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith; (iv) the Stations’ accounts receivable and any other rights to payment of cash consideration for goods sold or services provided prior to Closing (the “**A/R**”); (v) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station or the Assets, to the extent arising during or attributable to any period prior to Closing; (vi) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under the prorations provision of Section 1.2; (vii) the call letters of the Station, and (viii) all assets primarily used or held primarily for use in the operation of any other station.

On the Closing Date, Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Assets and any other liabilities of Seller for which Buyer receives a credit therefor under the prorations provision of Section 1.2 (collectively, the “**Assumed Obligations**”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “**Retained Obligations**”).

1.2 Purchase Price. The purchase price for the Assets shall be Two Million Dollars (\$2,000,000) net of brokerage commission (the “**Purchase Price**”) to Seller and \$100,000 commission to Patrick Communications, all payable by Buyer. At the Closing, Buyer shall pay to Seller the Purchase Price by wire transfer of immediately available funds, pursuant to wire instructions that Seller shall deliver to Buyer at least two (2) business days prior to 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 generally accepted accounting principles as of 11:59 p.m. on the day immediately preceding the Closing Date. Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes), music and other license fees, utility expenses, FCC regulatory fees and similar prepaid and deferred items. Seller shall receive a credit for all of the Station’s deposits and prepaid expenses. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter or similar agreements for the sale of time for goods or services. Prorations and adjustments shall be made at Closing to the extent practicable, and in any event no later than ninety (90) calendar days after Closing.

1.3 Leasehold. As a condition of Closing, Buyer and Seller shall execute a lease for the Station’s existing transmission equipment on Seller’s tower and sufficient space at the site to maintain and store transmission and related equipment used to broadcast the Station’s signal (the “**Lease**”). The Lease shall be at a mutually agreeable monthly rent and contain a first right of refusal for Buyer to purchase the transmission tower should Seller choose to sell the tower and/or the land under it.

1.4 Call Sign. Seller shall retain the right to use the call letters WTLW and may file a call sign change application for the Station prior to Closing.

1.5 Allocation. After Closing, Buyer and Seller shall allocate the Purchase Price in accordance with the respective fair market values of the Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. The parties are not required to agree on an allocation.

## **SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected or

limited by bankruptcy, insolvency, or similar laws affecting or limiting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Seller or (ii) the terms of any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound. To Seller's knowledge, there is no claim, legal action, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending, or to Seller's knowledge, threatened, against or relating to the Station or Seller with respect to the Station.

2.3 Status of Equipment. All transmission equipment conveyed shall be in good working order.

2.4 Compliance with Law. Seller represents that it is and has been in material compliance with all federal, state and local laws related to the Stations and the leased facilities.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement will not require the consent or approval of any governmental or regulatory authority or third party and will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Buyer or (ii) the terms of any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

3.3 FCC Qualifications. Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations, and policies to acquire, hold and be the FCC licensee of the Station. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy is necessary to be obtained by Buyer in order for the FCC Consent to be granted. There are no matters related to Buyer which might reasonably be expected to result in the FCC's denial or delay of approval of the Assignment Application (defined below). Buyer has sufficient funds to pay the Purchase Price at Closing.

3.4 Brokers. Buyer has engaged no broker other than Greg Guy of Patrick Communications, who shall be the exclusive media broker in this transaction with respect to the purchase of the Assets from Seller, whose fee shall be paid by Buyer.

## SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be used or disclosed except as reasonably necessary for purposes of consummating the transaction contemplated by this Agreement. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the Assignment Application and thereby become public.

4.2 Control. Consistent with the Communications Act of 1934, as amended and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses, and Buyer shall not, directly or indirectly, control, supervise or direct the Station prior to Closing.

4.3 Employees. There are no employees of Seller available for Buyer to hire.

4.4 Receivables. Seller will be responsible for collecting all receivables related to broadcast advertising prior to Closing. Buyer is under no duty to collect any monies owed Seller prior to Closing. Notwithstanding the foregoing, should Buyer receive any receivables related to broadcast advertising prior to Closing, Buyer shall promptly remit such payments to Seller without offset or demand. This obligation shall end 120 days after closing.

4.5 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Assets at all times until Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

## SECTION 5. FCC CONSENT

5.1 Application. The assignment of the FCC Licenses from Seller to Buyer shall be subject to the prior initial grant of FCC consent (the “**FCC Consent**”). Seller and Buyer shall prepare and file an application for the FCC Consent (the “**Assignment Application**”) within three (3) business days following execution of this Agreement by Buyer and Seller. If the Station’s FCC license renewal application has not been granted, then the term FCC Consent shall mean FCC consent to the Assignment Application and initial grant of such renewal application. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Seller and Buyer shall each pay one-half of the filing fee required for the Assignment Application. If the Closing does not occur within the effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 8, the parties shall jointly request an extension of the effective period of the FCC Consent. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller each shall oppose any petitions to deny or other objections filed against the Assignment Application to the extent such petition or objection relates to such party. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 8.

## **SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING**

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted and be in full force and effect without the imposition on Buyer of any material adverse conditions.

(d) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date duly executed assignment agreements pursuant to which Seller shall convey to Buyer the Assets in accordance with the terms of this Agreement, the Lease and such other certificates and similar documents reasonably requested by Buyer that are reasonably required to evidence and confirm Seller's performance of its obligations under, and the sale of the Assets in accordance with, this Agreement.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency, or governmental authority that enjoins the sale of the Station or Assets to Buyer.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted and be in full force and effect without the imposition on Seller of any material adverse conditions.

(d) Deliveries. Buyer shall stand ready to deliver to Seller on the Closing Date the Lease and such other certificates and similar documents reasonably requested by Seller that are reasonably required to evidence and confirm Buyer's performance of its obligations under this Agreement. Buyer shall pay the Purchase Price to Seller at Closing in accordance with this Agreement.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Station or Assets to Buyer.

## SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place on a mutually agreeable date not later than 5 business days after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by electronic transmission in PDF format.

## SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) Breach. Without limiting Seller's rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within twenty (20) days after Buyer has received written notice of such breach from Seller or the Closing Date determined under Section 7 (whichever is earlier), provided, however that no such cure period shall apply to Buyer's obligation to pay the Purchase Price at Closing.

(d) Upset Date. If the Closing shall not have occurred by the date 12 months after the date of this Agreement (the "**Upset Date**").

8.2 Termination by Buyer. This Agreement may be terminated by Buyer prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) Breach. Without limiting Buyer's rights under any other clause hereof, if Seller has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within twenty (20) days after Seller has received written notice of such breach from Buyer or the Closing Date determined under Section 7 (whichever is earlier).

(d) Upset Date. If the Closing shall not have occurred by the Upset Date.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets, other than with respect to disbursement of the liquidated damages in accordance with this Agreement. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination, except as set forth in Section 8.5. Notwithstanding anything to the contrary herein, Section 4.1 (Confidentiality), Section 9.3 (Fees and Expenses) and all sections related to disbursement of the liquidated damages after termination shall survive any termination of this Agreement.

8.4 Specific Performance. If either party breaches this Agreement, monetary damages alone would not be adequate to compensate the other party for its injury. Each party shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement, subject to obtaining any necessary FCC consent. If any action is brought to enforce this Agreement, the parties shall waive the defense that there is an adequate remedy at law.

8.5 Liquidated Damages. If Seller properly terminates this Agreement for Buyer's breach or default, then Buyer shall promptly (but in no event later than five (5) business days following the date of such termination) pay, by wire transfer of immediately available funds, \$200,000 in liquidated damages to Seller. The parties acknowledge and agree that such payment shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement, payment of such amount is not a penalty and the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy and the value of the transactions to be consummated hereunder.

## **SECTION 9. MISCELLANEOUS.**

9.1 Representations and Warranties. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the Closing for a period of nine (9) months, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such period. If within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

### **9.2 Indemnification.**

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach by Seller of its representations and warranties made under this Agreement; (ii) any default by Seller of any covenant or agreement made under this Agreement; (iii) the Retained Obligations; or (iv) the business or operation of the Station before Closing, except for the Assumed Obligations.



(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until Buyer's aggregate Damages exceed \$[TBD], after which such threshold amount shall be included in, not excluded from, any calculation of Damages, and (ii) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be an amount equal to 15% of the Purchase Price.

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach by Buyer of its representations and warranties made under this Agreement; (ii) any default by Buyer of any covenant or agreement made under this Agreement; (iii) the Assumed Obligations; or (iv) the business or operation of the Station after Closing.

(d) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "**Claim**"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the applicable time period described in Section 9.1. The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(e) 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; (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; and (iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

9.3 Fees and Expenses. Buyer, on one hand, and Seller, on the other hand, shall each pay one-half of any FCC filing fees for the Assignment Application. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party. Buyer shall be responsible for all broker fees arising from this transaction. Buyer shall pay any transfer taxes arising out of this Agreement.

9.4 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

if to Seller, to:

AMERICAN CHRISTIAN  
TELEVISION SERVICES,  
INC.  
1844 BATY ROAD  
LIMA, OH 45807  
E-mail: [kbowers@wtlw.com](mailto:kbowers@wtlw.com)

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

Wiley Rein LLP  
Attention: Jessica Rosenthal  
2050 M Street, NW  
Washington, DC 20036  
Email: [jrosenthal@wiley.law](mailto:jrosenthal@wiley.law)

if to the Buyer, to:

c/o Marquee Broadcasting Ohio Inc  
Attention: Brian Lane  
629 Downard Road  
Zanesville, OH 43701  
Email: [brian\\_lane@wmdt.com](mailto:brian_lane@wmdt.com)

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

BakerHostetler  
Attention: Dan Kirkpatrick  
1050 Connecticut Avenue, NW  
Washington, DC 20036  
Email: [dkirkpatrick@bakerlaw.com](mailto:dkirkpatrick@bakerlaw.com)

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.4.

9.5 Entire Agreement; Amendment. This Agreement (including the Schedule hereto) constitutes the entire understanding and agreement between Buyer and Seller 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 be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

9.6 Counterparts. This Agreement may be executed and delivered (including by electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

9.7 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of Ohio, without

giving effect to the principles of conflicts of law. The prevailing party in a proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

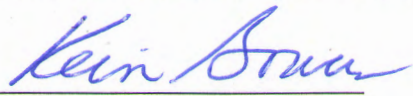
9.8 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other.

9.9 Further 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.

[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

**AMERICAN CHRISTIAN TELEVISION SERVICES, INC.**

By:   
Name: Kevin Bowers  
Title: President

**MARQUEE BROADCASTING OHIO**

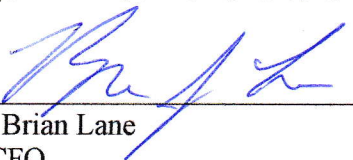
By: \_\_\_\_\_  
Name: Brian Lane  
Title: CFO

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

**AMERICAN CHRISTIAN TELEVISION SERVICES, INC.**

By: \_\_\_\_\_  
Name: Kevin Bowers  
Title: President

**MARQUEE BROADCASTING INC.**

By:  \_\_\_\_\_  
Name: Brian Lane  
Title: CFO

Schedule 1.1  
Equipment

Item	Manufacturer	Description		
Lo-V Batwing Channel 4 Antenna	Dielectric	VHF Ch 4 Top Mount omnidirectional, horizontally polarized. TF-4MT-H. Includes deicers. Custom base mount.		
Antenna Heater Controller	Dielectric	Includes electrical conduit, hardware and wiring.		
Mask Filter - Channel 4	Dielectric	VHF 8-Pole Mask Filter - Ch 4 (Input/Output 1 5/8 in)		
Transmission Line	Dielectric	Flexible 3" Air Dielectric - 715 feet - Additional components identified in Quote 800196CMZ-2		
Strobe Head	Flashtech	FH-308-02 Strobe Head for top of antenna		
VAXTE-4 Low VHF Ch 4 Transmitter	GatesAir	VAXTE-4R44L High Efficiency Air-Cooled, Solid State, Band 1, 54-88 MHz, 3 1/8 inch output connector. 19 inch rack. Additional components identified in Quote Q-77160		