

ASSET SWAP & PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March, 2023; by and between **CALVARY CHAPEL OF RUSSELL**, a Pennsylvania non-profit corporation with I.R.C. Section 501(c)(3) status, with offices at 8160 Market Street, Russell PA 16345 ("Seller") and **FAMILY LIFE MINISTRIES, INC.**, a New York Not-For-Profit corporation with I.R.C. Section 501(c)(3) status, with offices at 7634 Campbell Creek Road; Bath, NY 14810 ("Buyer").

WITNESSETH

WHEREAS, Seller is the holder of two non-commercial FM construction permits with communities of license at Columbus, Pennsylvania (FCC Fac. Id. 767010) and St. Mary's, Pennsylvania (FCC Fac. Id. 766727) issued by the Federal Communications Commission (the "FCC"), (each a "Permit" and together the "Permits"); and

WHEREAS, Buyer is the licensee of FM Translator station W254AJ, Erie, Pennsylvania (FCC Fac. Id. 78069) (the "Translator") pursuant to FCC license BLFT-20161027ABH (the "Translator License"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Permits and rights incumbent therewith pursuant to the terms and conditions stated herein; and

WHEREAS, Buyer desires to sell and Seller desires to purchase certain of the assets and rights belonging to or used or to be used in the business and operation of the Translator including, without limitation, the Translator License, pursuant to the terms and conditions stated herein.

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 closing of this Agreement, (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase and assume, subject to the terms and conditions set forth herein, the following assets (the "Assets"):
 - a. **Permits**. The Permits authorizing the construction and operation of the new NCE-FM stations, specifically Permit 0000166139 for Columbus, PA and Permit 0000166141 for St. Mary's PA, including all rights to request and reserve call letters for each facility authorized therein.

On the Closing Date, as part of the Purchase Price to be paid for the Assets, Buyer will cause to be sold, transferred, assigned and conveyed to Seller, by appropriate instruments, and Seller will purchase and assume, subject to the terms and conditions set forth herein, the following assets (the "Translator Assets"):

- i. **Translator License**. The Translator License, and any and all other licenses, rights, permits and authorizations issued to Buyer by any other regulatory agency which are used or useful in connection with the operation of the Translator.

- ii. **Personal Property.** A PSI antenna, 7/8" hardline, and Nautel VS-1 transmitter, together with replacements thereof and improvements and additions made between the date hereof and the Closing Date (collectively the "Translator Personal Property"), free and clear of all liens, claims, security instruments and encumbrances of any kind whatsoever.
- iii. **HD Channel Agreement.** That certain HD Channel Agreement between Buyer and Cumulus Radio Corporation used in connection with the operation of the Translator (the "HD Agreement").

2. **ADDITIONAL TERMS OF SALE:** The Seller agrees to provide the following services within six months of the closing date of this agreement.

- a. All engineering services, legal, and FCC filings necessary to relocate the FM translator station W268CJ from its current location to the tower located at Lat: N41:51:01, Lon: W079:38:02 NAD-27 (ASR 1053926).
- b. Physical relocation and installation of all broadcast equipment, including feedline and antenna associated with the operation of the FM translator station W268CJ, Corry, Pennsylvania from its current location to the tower located at Lat: N41:51:01, Lon: W079:38:02 NAD-27 (ASR 1053926) at a height agreed upon between Buyer and Seller to provide maximum coverage as a fill-in translator for WXKC.
- c. Execution of a separate Lease Agreement granting the Seller tower and ground facility space on the tower located at Lat: N41:51:01, Lon: W079:38:02 NAD-27 (ASR 1053926) for a term of five years with the option of four additional five-year terms. The Seller's annual lease fee will equal the Buyer's annual lease fee for use of Seller's tower Lat: N42:03:18, Lon: W78:27:27 (ASR 1033427).

3. **EXCLUDED ASSETS AND OBLIGATIONS:** The following assets and obligations shall be retained by the Seller with respect to the Permits, and the Buyer with respect to the Translator, and shall not be sold, assigned or transferred to or assumed by the other party (the "Excluded Assets"):

- a. Cash on hand and in banks (or their equivalents) and accounts receivable;
- b. Except as identified herein, all rights and obligations of either party under all contracts, leases or licenses, including negotiations or assurances therefor;
- c. Corporate records; and
- d. All liabilities and obligations of Seller arising from the procurement of the Permits or actions of Seller or its employees on or before the Closing Date,

or of Buyer arising from the operation of the Translator or actions of Buyer or its employees on or before the Closing Date.

4. **PURCHASE PRICE:** The consideration for the transactions contemplated in Section 1 above shall be the ownership swap between Buyer and Seller of the Permits (from Seller to Buyer) and the Translator (from Buyer to Seller) together with the payment by Buyer to Seller of the sum of Fifteen Thousand (\$15,000.00) Dollars for the Assets (the "Purchase Price"). The Purchase Price, plus or minus applicable proration and credits, shall be paid in immediately available electronic funds at the Closing hereof.
5. **CLOSING:** The closing of this Agreement (the "Closing") shall take place either by email exchange of executed documents on the last day of the month during which the later to occur of the FCC approval of the transfer and assignment of the Permits to Buyer and FCC approval of the transfer and assignment of the Translator License to Seller has become a Final Order (as defined in Section 13.1), unless the parties agree, in writing, to an earlier place, time and date. Finality may be waived in writing after the date of Initial Consent (as defined in Section 13.1), and the parties may agree on and shall select such other place, date and time.
6. **CONTRACTS AND OBLIGATIONS NOT ASSUMED:** Buyer does not hereby assume any obligation or liability for any Permit or Seller contracts, and except as provided herein, Seller does not hereby assume any obligation or liability for any Translator or Buyer contracts.
7. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller 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 Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered in this Agreement:
 - 7.1. **Organization; Authorization; Conflicts.** Seller is now and will be on the Closing Date, a not-for-profit corporation with Section 501(c)(3) status under the Internal Revenue Code, duly organized, existing and in good standing under the laws of the Commonwealth of Pennsylvania. The execution, delivery and consummation of this Agreement has been duly authorized by Seller's board of directors and will not conflict with any provision of the Articles of Incorporation or By Laws of Seller.
 - 7.2. **Permits:** Seller holds the Permits and they are in full force and effect. To the best of Seller's knowledge, after due investigation, no application, action or proceeding is pending for the modification of the Permits, and no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the Permits, the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction.
 - 7.3. **Insolvency Proceedings.** No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its

assets or properties are pending or, to the knowledge of Seller, threatened, and to the best of its knowledge the Seller 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.

7.4. **Litigation.** To the best of Seller's knowledge, no judgment is presently pending against Seller and, except for proceedings of general applicability or specific applicability to this market, there is no litigation, proceeding or investigation by or before the FCC or by or before any other person, firm or governmental agency pending, or, to the best knowledge of Seller, threatened with respect to the Permits which might result in any material adverse change in the operation of the Permits or would have a material adverse effect on the right, title or interest of Seller in the Assets to be transferred hereunder or would have a material adverse effect on the ownership, use or possession of the Permits by Buyer or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement; and Seller does not know of any basis for any such litigation, proceeding or investigation.

7.5. **No Breach.** The execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound.

7.6. **Administrative Violations.** If Seller receives an administrative or other notice or order relating to any violation of the rules and regulations of the FCC, or of any other federal, state or local regulatory or administrative body, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations 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, and Seller will indemnify and hold Buyer harmless with respect to any and all such violations occurring prior to the Closing Date. As of the date hereof, Seller is not aware of any such violations, any pending investigations concerning such violations, or of any facts which could reasonably result in such violations.

8. **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:

8.1. **Corporate Existence:** Buyer is now and will be at the time of the Closing, a not for profit corporation with Section 501(c)(3) tax-exempt status under the Internal Revenue Code, duly organized, existing and in good standing under the laws of the State of New York.

- 8.2. **Corporate Authorization.** The execution, delivery and consummation of this Agreement has been duly authorized by the Buyer's board of directors and no further authorization, approval or consent is required.
- 8.3. **No Breach.** The execution, delivery and consummation of this Agreement will not conflict with any provision of the By Laws or Articles of Incorporation of Buyer.
- 8.4. **Buyer Qualified.** Buyer is legally, financially and otherwise qualified to acquire the Permits consistent with the Communications Act of 1934, as amended, and the rules and regulations of the FCC. To the best of Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire the Permits.
- 8.5. **No Conflict.** Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) 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 (ii) constitute a violation by Buyer of any law or regulation applicable to it.
- 8.6. **Litigation.** There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against 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.
- 8.7. **Translator Assets.** With respect to the Translator Assets, (i) on the Closing Date, Buyer will convey good and marketable title to all the Translator Personal Property, free and clear of all liens, pledges and encumbrances whatsoever; (ii) the Translator Personal Property is transferable by Buyer's sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Seller, except as otherwise expressly contemplated by this Agreement, and includes all equipment necessary for the operation of the Translator in accordance with the Translator License and all such equipment is operational; (iii) Buyer will not sell or agree to sell or otherwise dispose of the Translator Assets to be conveyed pursuant to this Agreement other than in the ordinary course of business and only as such assets are replaced, prior to the Closing Date, by other assets of equal or greater worth and utility; (iv) prior to the Closing, Buyer will notify Seller, in writing, of any materially adverse developments with respect to the operations of the Translator; and (v) the Translator License is in full force and effect. No other assets of Buyer are included in the Translator Assets other than the Translator License, Translator Personal Property and HD Agreement.

9. **INDEMNIFICATION:**

- 9.1. **Buyer's Right to Indemnification.** Seller undertakes and agrees to 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 breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, and (ii) all liens, charges, or encumbrances on any of the assets transferred by Seller to Buyer here under not specifically excepted herein. 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.
- 9.2. **Seller's Right to Indemnification.** Buyer undertakes and agrees to hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Buyer not assumed by Seller pursuant to this Agreement, (ii) any and all liabilities or obligations accruing after the Closing Date under the contracts, leases, and agreements assumed by Buyer hereunder, and (iii) all liens, charges, or encumbrances on any of the assets transferred by Buyer to Seller hereunder not specifically excepted herein. 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.
10. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** The several representations and warranties of the parties contained herein shall survive the Closing for a period of twelve (12) months; provided, however, that all warranties as to corporate authority and as to title to all Personal Property shall survive for such maximum period as permitted by law.
11. **ACTIONS PENDING CLOSING:** Pending the Closing of this Agreement:
- 11.1. **Access.** Buyer shall give Seller and its representatives full access to and the right to inspect the Translator Personal Property.
- 11.2. **Compliance with Laws.** Seller and Buyer shall comply in all material respects with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC, relative to the Permits and the Translator, respectively.
- 11.3. **Continuing Maintenance.** Buyer shall keep and maintain the Translator Personal Property provided, that, to the extent required in the normal operation of the Translator, such items of property may be replaced with similar property of similar value.

- 11.4. **FCC Application.** Seller shall join with Buyer to file the appropriate Assignment applications with the FCC to give full effect to this Agreement as soon as practicable after entering into this Agreement; but no later than three (3) business days after the date of this Agreement.
- 11.5. **Modification Applications.** Seller consents to and shall cooperate with Buyer in Buyer's efforts to file applications to modify the Permits (the "Modification Applications"). Such application shall be prepared and filed by Seller with Buyer's technical assistance and at Buyer's sole cost and expense.
- 11.6. **HD Channel Agreement.** Buyer shall use commercially reasonable efforts to obtain an amendment to or new HD Agreement for the Translator primary station, and obtain the consent of Cumulus Radio Corporation to the assignment thereof to Seller at the Closing.
12. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE:** The obligation of Buyer to consummate this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:
 - 12.1. **Representations and Warranties True and Correct.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date and 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. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by the President of Seller.
 - 12.2. **FCC Consent.** At the time of the Closing, the FCC shall have granted consent for the Permits to be assigned and transferred to Buyer and shall contain no adverse modifications of the terms of the Permits as they presently exist. At the time of the Closing, the FCC shall have granted consent for the Translator License to be assigned and transferred to Seller and shall contain no adverse modifications of the terms of the Translator License as it presently exists.
 - 12.3. **Delivery of Assets.** At Closing, Seller shall deliver or cause to be delivered to Buyer all of the Assets to be transferred hereunder.
 - 12.4. **Closing Documents.** At Closing, Seller shall deliver to Buyer the documents specified in Section 14A and B, which documents shall be duly executed.
 - 12.5. **Legal Matters.** All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Buyer.
 - 12.6. **Modification Applications.** The Modification Applications shall have been granted.
13. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE:** The obligations of Seller under this Agreement are subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of the following conditions:

- 13.1. **Payment of Cash Portion of Purchase Price.** Buyer shall have made all cash payments required hereunder.
- 13.2. **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 and 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. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by the President of Buyer.
- 13.3. **FCC Consent.** At the time of the Closing, the FCC shall have granted consent for the Permits to be assigned and transferred to Buyer and shall contain no adverse modifications of the terms of the Permits as they presently exist. At the time of the Closing, the FCC shall have granted consent for the Translator License to be assigned and transferred to Seller and shall contain no adverse modifications of the terms of the Translator License as it presently exists.
- 13.4. **Final Order.** The Final Order of the FCC shall be in effect unless finality is waived, in writing, by the parties.
- 13.5. **Delivery of Assets.** At Closing, Buyer shall deliver or cause to be delivered to Seller all of the Translator Assets to be transferred hereunder.
- 13.6. **Closing Documents.** At Closing, Buyer shall deliver to Seller the documents specified in Section 14A and B, which documents shall be duly executed.
- 13.7. **Legal Matters.** All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Seller.

14. **FCC APPROVAL AND APPLICATION:**

- 14.1. **Condition of FCC Consent.** Consummation of the transactions contemplated by this Agreement is subject to and conditioned upon receipt from the FCC of its consent in writing to the assignment to Buyer of the Permits, and upon receipt from the FCC of its consent in writing to the assignment to Seller of the Translator License, (in each case, the "Initial Consent"). In the event the parties elect to consummate the transactions contemplated herein before the Initial Consent for each Assignment Application has become a Final Order, the parties agree to execute such agreements as may become necessary after the Closing to "unwind" the transactions in the event such Initial Consent does not ripen into a "Final Order" (the "Unwind Agreement"). For all purposes herein, "Final Order" is defined as when the Initial Consent is no longer subject to timely review by the FCC or by any court or, in the event of reconsideration upon its own motion or otherwise by the FCC or in the event of an appeal by any person or any court, when the decision of such body is no longer subject to appeal or review.
- 14.2. **Application for Consent.** The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed applications requesting FCC

consent to the assignment of the Permits and Translator License as contemplated by this Agreement (the "Assignment Applications"). The parties agree that the Assignment Applications shall be duly filed with the FCC not later than three (3) business days after the date of this Agreement, and that each 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 Applications shall be deemed a material breach of this Agreement.

- 14.3. **Absence of Commission Consent.** If Initial Consent granting both the Assignment Applications is not secured within twelve (12) months after the Assignment Applications are filed, 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 such party is in default hereunder, or if a delay in any decision or determination by the Commission respecting the Assignment Applications 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 Commission, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the applicable Assignment Application.

14A. **CLOSING DOCUMENTS FOR PERMITS:** On the Closing Date:

14.1. **Seller shall deliver to Buyer:**

- a. An Assignment transferring all of the interests of Seller in and to the Permits; and
- b. A certificate, dated as of the Closing Date, executed by the President of Seller, confirming the truth and correctness of all of Seller's representations and warranties as of the Closing Date, and confirming that all agreements, covenants and undertakings of Seller to be performed or fulfilled have been performed or fulfilled, and certifying that all necessary corporate or other action by Seller has been taken to approve this Agreement and authorize the consummation of the transactions described herein.

14.2 **Buyer shall deliver to Seller:**

- a. The Purchase Price, in the form provided for herein; and
- b. A Certificate, dated as of the Closing Date, executed by the President of Buyer confirming the truth and correctness of all of Buyer's representations and warranties as of the Closing Date, and that all agreements, covenants and undertakings of Buyer to be performed or fulfilled have been performed or fulfilled, and certifying that all necessary corporate or other actions by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein.

14B. **CLOSING DOCUMENTS FOR TRANSLATOR:** On the Closing Date:

14.1 **Buyer shall deliver to Seller:**

- a. An Assignment transferring all of the interests of Buyer in and to the Translator License and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or useful in the operation of the Translator;
- b. A Bill of Sale conveying to Seller all of the Translator Personal Property in a form usual and customary in the State of New York and reasonably satisfactory to Seller's counsel; and
- c. An Assignment and Assumption of the HD Agreement, executed by Buyer, and the written consent thereto as required.

14.2 **Seller shall deliver to Buyer:**

- a. An Assignment and Assumption of the HD Agreement, executed by Seller.

15. **DEFAULT AND REMEDIES:**

- 15.1. **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.
- 15.2. **Opportunity to Cure.** If either party believes the other to be in default hereunder, the former party shall 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 (i) the Closing Date, or (ii) within ten(10) business 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 ten (10) 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, subject to the right of the other party to contest such action through appropriate proceedings .
- 15.3. **Seller's Remedies.** Should this transaction not be consummated as a result of Buyer's default, Seller, as its sole and exclusive remedy, shall be entitled to payment of Fifteen Thousand Dollars (\$15,000) as liquidated damages as the parties agree that any computation of damages in such circumstances are impossible to calculate and may file suit seeking such damages in a court with appropriate jurisdiction.
- 15.4. **Buyer's Remedies.** Seller agrees that the Purchased 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. Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and

Seller agrees to waive the defense in any such suit 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. In the event Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer may be entitled to damages and may file a suit seeking such damages in a court with appropriate jurisdiction.

16. **BROKERAGE**: Buyer represents that it has engaged no broker in connection with this transaction, and agrees to indemnify and hold Seller harmless against any claim from any broker based upon any agreement, arrangement, or understanding alleged to have been made by Buyer. Seller represents that it has engaged no broker in connection with this transaction, and agrees to indemnify and hold Buyer harmless against any claim from any broker based upon any agreement, arrangement, or understanding alleged to have been made by Seller.
17. **NOTICES**: All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail, return receipt requested, or by Federal Express courier service, postage prepaid, addressed as follows:
 - a. If to Buyer:

Rick Snavelly
Family Life Ministries, Inc.
PO Box 506
Bath, NY 14810
 - b. If to Seller:

Calvary Chapel of Russell
8160 Market Street
Russell, PA 16345
18. **ENTIRE AGREEMENT**: This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. 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.
19. **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. Electronic or "PDF" signatures shall have the same force and effect as original signatures.
20. **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.
21. **SEVERABILITY**: In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

22. **CHOICE OF LAWS**: This Agreement is to be construed and governed by the laws of the State of New York, except for the choice of law rules utilized in that state. The parties waive trial by jury as to any action arising from this Agreement. The prevailing party in any litigation arising from this Agreement shall be entitled to an award of reasonable attorney fees.
23. **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.
24. **BENEFIT ASSIGNMENT**: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Buyer may assign its rights and obligations hereunder with Seller's written consent, which shall not be unreasonably withheld. Seller shall not assign its rights or obligations to this Agreement except that Seller may do so by way of liquidating distribution (and any other assignment by Seller shall be null and void and of no force and effect).
25. **FEES AND EXPENSES**: Except as specifically set forth herein, Buyer and Seller shall each pay its own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby. The parties shall share equally the filing fees, if any, of each FCC Assignment Application contemplated herein.
26. **PUBLIC ANNOUNCEMENTS**: 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 Buyer and Seller concerning the requirement for, and timing and content of, such public announcement and having received their prior 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the 13th day of March 2023.

SELLER:

CALVARY CHAPEL OF RUSSELL



Jeff York, Senior Pastor

BUYER:

FAMILY LIFE MINISTRIES, INC.



Rick Snavely, CEO