

CONSTRUCTION PERMIT PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of this 2nd day of June, 2023, by and between BETHANY CHURCH OF LINCOLN COUNTY ("Seller") and AMERICAN CHRISTIAN RADIO, INC. ("Buyer");

WITNESSETH:

WHEREAS, Seller is the Permittee of Federal Communications Commission ("FCC") Construction Permit Number LMS-0000211480 (Facility ID Number 767524), identified as Call Sign KHBN-FM, at Beloit, Kansas.

WHEREAS, Buyer desires to acquire the Construction Permit, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means a date to be designated by Buyer which shall not be earlier than the tenth (10th) nor later than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of the Construction Permit; provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has become a Final Order, as defined below.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the Construction Permit from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. SALE AND TRANSFER OF CONSTRUCTION PERMIT AND RELATED ASSETS: Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following assets of Seller that relate to the ownership of the Construction Permit, together with all rights and privileges associated with such assets and with the ownership of the Construction Permit as follows (collectively the "Purchased Assets"):

(a) FCC Authorizations. All licenses, permits, and authorizations issued or granted by the FCC to Seller for the future operation of the above-referenced radio station or used in connection with the operation of the radio station, and all other licenses, permits and authorizations issued to Seller by any other governmental entity in connection with the Construction Permit (collectively with the "FCC Authorizations");

(b) Books and Records. All of Seller's rights in and to the technical information and engineering data, and filings with the FCC, and original or true copies of all written contracts to be assigned hereunder that relate to the Construction Permit;

(c) Contract Rights. All of Seller's rights in and under those contracts, agreements, leases and legally binding contractual rights of any kind, written or oral, relating to the Construction Permit and future operation of the radio stations, including but not limited to, the transmitting site associated with the Construction Permit.

3. PURCHASE PRICE, METHOD OF PAYMENT AND TERMS

The total consideration to be paid by Buyer to Seller pursuant to this Agreement is One Dollar (\$ 1.00).

4. TRANSFER OF ASSETS: Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the following:

- (a) The Construction Permit.
- (b) All of Seller's rights in and to the technical information and engineering data, and filings with the FCC.
- (c) Original or true copies of all written contracts to be assigned hereunder that relate to the Construction Permit including executed documentation to effectuate such assignments.

5. CONSENT OF THE FCC: It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at Buyer's expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within fifteen (15) days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement.

6. **LEGAL NOTICE:** Upon the filing of the transfer application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the FCC Rules.

7. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Construction Permit, no right to the reassignment of the Construction Permit in the future, and has not reserved the right to use the facilities of these radio station in the future for any reason whatsoever.

8. **COVENANTS, REPRESENTATIONS AND WARRANTIES:** Seller has full power and authority to enter into this Agreement, is the holder of the Construction Permit, and hereby represents that there is no action pending before the FCC to revoke, cancel, modify or rescind any of the Construction Permit. Buyer has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement. Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC.

9. **EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller contained herein shall expire one (1) year after the Closing.

10. **FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the Construction Permit to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the Construction Permit to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use its reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

11. **SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the FCC Construction Permit, together with any

and all other related authorizations.

(b) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the Construction Permit from Seller to Buyer.

12. BUYER'S PERFORMANCE AT CLOSING: On the Closing Date at the Closing Place, Buyer shall execute the requisite Closing Documents and cause to be delivered the purchase price payment described in Section 3, above.

13. BENEFIT: The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14. OTHER DOCUMENTS: The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

15. INDEMNIFICATION:

(a) It is understood and agreed that the Buyer does not assume and shall not be obligated to pay any liabilities of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations which arise subsequent to the Closing Date or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against the following:

(i) Any and all claims, liabilities and obligations of every kind and description against Seller, contingent or otherwise, related to the Construction Permit.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

(b) If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such action.

16. TERMINATION WITHOUT BREACH. This Agreement may be terminated without further liability of any party at any time prior to the Closing:

(a) by mutual written agreement of Buyer and Seller, or

(b) by either Buyer or Seller if the Closing shall not have occurred within twelve months from the date of this Agreement (the "Closing Deadline"), provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date.

17. TERMINATION FOR BREACH.

(a) Termination by Buyer. If (i) Seller has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Buyer, or (ii) there has been a failure of satisfaction of a condition to the obligations of Buyer which has not been waived by Buyer, Buyer may terminate this Agreement.

(b) Termination by Seller. If (i) Buyer has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Seller (except in the case of Buyer's breach for nonpayment of the Purchase Price on the Closing Date, in which case there shall be no cure period), or (ii) there has been a failure of satisfaction of a condition to the obligations of Seller which has not been waived by Seller.

18. MAINTENANCE OF CONFIDENCES. Until after the Closing, Buyer agrees to keep confidential all information it receives or has received during the course of the negotiations in connection with the transaction contemplated herein or relating to the business of Seller, provided that Buyer may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. In the event that the transaction contemplated hereby is not consummated for any reason, Buyer shall promptly return to Seller all materials acquired by Buyer from Seller with respect to the Construction Permit and the associated assets and intangibles, and provide to Seller the names and addresses of any and all persons, firms or other entities who have viewed or received information with respect to the proposed sale of the Construction Permit (together with a meaningful description of the materials viewed or received by each of them).

19. ATTACHMENTS: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

20. **NO INCONSISTENT ACTIONS**. Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

21. **ENTIRE AGREEMENT**: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

22. **NOTICES**: All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: James Finney, Deacon
Bethany Church of Lincoln County
2653 M Road
Beloit, KS 67420

If to Buyer: Matthew Middlebrooke, President
American Christian Radio, Inc.
1408 Plum Lane
Aberdeen, SD 57401

With a copy to: Cary S. Tepper
Tepper Law Firm, LLC
4900 Auburn Avenue
Suite 100
Bethesda, MD 20814-2632

23. **GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

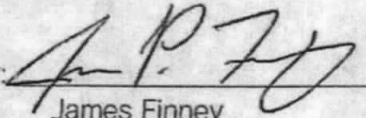
24. **COUNTERPARTS**: This Agreement may be executed in counterparts.

25. **HEADINGS**: The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals on
this Construction Permit Purchase Agreement

SELLER:

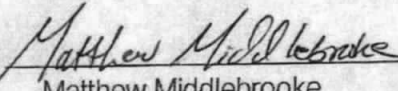
BETHANY CHURCH OF LINCOLN COUNTY

By: 
James Finney
Deacon

Date: 6-2-2023

BUYER:

AMERICAN CHRISTIAN RADIO,
INC.

By: 
Matthew Middlebrooke
President

Date: 6-6-2023