

ASSET PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of this 4th day of January, 2024, between **EMMANUEL COMMUNICATIONS**, a Massachusetts non-profit corporation (“**Seller**”), and **HOLY FAMILY COMMUNICATIONS doing business as (“DBA”) STATION OF THE CROSS**, a New York non-profit corporation (“**Buyer**”).

RECITALS

A. WHEREAS, Seller is licensee of AM radio station WNEB, Worcester, Massachusetts, (FCC Facility 249), AM radio station WESO, Southbridge, Massachusetts, (FCC Facility 18309), and FM Translator W266DK, Southbridge, Massachusetts (FCC Facility ID 200926) (collectively, the “**Stations**”), pursuant to authorizations (the “**FCC Authorizations**”) issued by the Federal Communications Commission (the “**FCC**”);

B. WHEREAS, on the terms and conditions set forth herein, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Authorizations and related assets used or useful in operation of the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Assets and Liabilities.

(a) On the Closing Date (as defined below), Seller shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, used in connection with the operation of the Station and which are specifically described (without limitation) below, but excluding the Excluded Assets described in subparagraph (c) below, (collectively, the “**Assets**”):

(i) Seller’s equipment, machinery, furniture, and other tangible personal property used in the conduct of the business or operations of the Station, as identified on **Schedule 1(a)(i)** hereto (collectively, the “**Equipment**”), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date;

(ii) all of the licenses, permits and other authorizations issued by the FCC (including, but not limited to, the FCC Authorizations), the Federal Aviation Administration (the “FAA”), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the operation of the Station (collectively, the “**Authorizations**”);

(iii) title to the land from which Station WESO transmits (the “Real Property”), as more particularly described in the legal description set forth at Schedule 1.1(a)(iii) attached hereto, as well as an assignable lease for the WNEB transmission site;

(b) all of Seller’s logs, books, files, data, software, FCC and other governmental applications, equipment manuals and assignable warranties, and other records relating to operation of the Station, including without limitation all electronic data processing files and systems related thereto, FCC filings and all records required by the FCC to be kept by the Station, including, but not limited to, the Station’s public inspection file; and

(c) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature (“Liens”), except (i) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings; and (ii) liens or mortgages, in each case that will be released on Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. Seller shall retain all liabilities. Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller’s employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for Station employees, or (iii) any liability or obligation of Seller arising under any contracts related to the Station.

(d) The following assets and obligations relating to the business of the Station or to Seller’s other business interests, including without limitation, its non-broadcast and school operations, shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the “**Excluded Assets**”):

- (i) any and all claims of Seller with respect to transactions prior to the Closing;
- (ii) all prepaid expenses;
- (iii) all contracts of insurance and claims against insurers;

(iv) all employee benefit plans and the assets thereof and all employment contracts;

(v) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(vi) all tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(vii) Seller's corporate records;

(viii) all commitments, contracts, leases and agreements except to the extent that they are specifically assumed in this Agreement;

(ix) Seller's other broadcast stations or assets associated therewith; and

ARTICLE 2 PURCHASE PRICE

2.1 The purchase price (the "**Purchase Price**") for the Permit shall be One Thousand U.S. Dollars (\$1,000.00) payable at the Closing pursuant to written instructions delivered to Buyer from Seller prior to the Closing.

2.2 The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. Pursuant to this provision, prorated costs arising prior to the Closing shall remain responsibility of the Seller, and such costs arising after the Closing shall become the responsibility of the Buyer. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Each party makes the following representations and warranties to the other, respectively, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

3.1 Representations of Seller. Seller hereby represents and warrants to Buyer:

(a) Seller is a corporation duly formed, validly existing and in good standing under the laws of Seller's State of formation. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes 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.

(b) The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) 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 the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) Schedule 1(a)(i) hereto contains a complete and accurate list of the Equipment that is necessary to conduct the operation of the Station in the manner in which it is currently operated (other than those assets which are Excluded Assets) and will be acquired by Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Equipment. Each item of Equipment (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, and (iii) is operating in substantial compliance with all Licenses, including, but not limited to, the FCC Authorizations and rules and regulations of all relevant federal and state governments, agencies, or departments, including, but not limited to, the FCC and FAA.

(d) Seller lawfully holds each of the FCC Authorizations and Licenses and is operating the Station in all material respects in accordance with the FCC Authorizations, and all applicable rules, regulations and policies of the FCC (collectively, the "Communications Laws"), including, without limitation, that the Station is now and on the Closing Date will be transmitting at no less than ninety percent (90%) of its authorized power. To Seller's knowledge, the Station is not transmitting or receiving any objectionable interference to or from any other station, and the Station is not short-spaced to any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations or Licenses, and Seller has not received any 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, or material complaint against either the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller maintains a public inspection file for the Station, and such file complies in all material respects with the Communications Laws.

(e) The operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations, and policies concerning RF radiation or any other applicable Environmental Laws (defined below). As used in this Agreement, "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect ("Environmental Laws"). Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof).

(f) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens, other than the Assumed Liabilities.

(g) Buyer shall have no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(h) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller. To the best of Seller's knowledge, with respect to the Station, Seller has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(i) Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all Environmental Laws relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials, or toxic substances, or otherwise relating to the environment,

including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and Environmental Laws.

(j) There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all Equipment in commercially reasonable amounts sufficient to repair or replace the applicable Assets.

(k) Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date. No event has occurred which imposes on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(l) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Assets.

(m) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer. The term "knowledge," when applied to Seller herein, means actual knowledge of the officers of Seller having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

3.2 Representations of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer is duly formed, validly existing and in good standing under the laws of Buyer's State of formation, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer is now, or will be by the Closing Date, authorized to do business in the state of Massachusetts.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, 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.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) constitute a violation of or conflict with Buyer's organizational documents, (ii) 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 its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institute or other third party other than the FCC Consent.

(d) Buyer is, and until the Closing Date, will remain legally, financially and technically qualified to acquire and become the FCC licensee of the Station and to operate the Station in the manner contemplated hereby.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency (including without limitation, the FCC), or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement.

ARTICLE 4 APPLICATIONS TO AND CONSENT BY FCC

4.1 FCC Consent. Buyer and Seller shall file an application with the FCC requesting the FCC's approval of the transaction contemplated by this Agreement (the "**Assignment Application**"). Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its written consent to the Assignment Application without any condition materially adverse to Buyer, and such FCC consent shall have become Final Order (the "**Final Consent**"). For purposes of this Agreement, a **Final Order** shall mean an action of the FCC that is no longer subject to reconsideration, review, or appeal under applicable law before the FCC (including on the FCC's own

motion) or before any court.

Notwithstanding the foregoing, the Parties may by mutual consent waive the requirement that the Closing occur only after the FCC consent is a Final Order, and in the event that one Party decides to waive this requirement, the other shall not unreasonably refuse to do so, as well; provided, however, that as a condition to such waiver, both Parties shall execute an appropriate Rescission Agreement governing efforts substantially to restore the Parties to their previous conditions if the consent is revoked or otherwise does not become a Final Order as contemplated herein. Only the condition as to finality is waivable; in no event shall the Parties close prior to issuance of an FCC Order consenting to the transactions contemplated herein.

4.2 Mutual Covenant of Reasonable Cooperation. Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent.

4.3 Costs. Each Party shall be solely responsible for the expenses incurred on its part in the preparation, filing and prosecution of the Assignment Application.

ARTICLE 5 COVENANTS

5.1 Further Covenants of Seller.

(a) Seller covenants with Buyer that, between the Effective Date and the Closing Date, Seller shall act in accordance with the following:

(i) Seller shall maintain the Equipment in a manner consistent with generally accepted standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Seller shall continue to operate and maintain the Station in material compliance with the terms of the Licenses and all applicable laws, rules, and regulations. Seller shall deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the Effective Date and the Closing Date. Seller shall not file any application to modify the Station's facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect.

(iii) Seller shall maintain insurance on all of the Equipment in such amounts as necessary to repair or rebuild the applicable Equipment.

(iv) Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets.

(v) Seller shall afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer, its prospective financing sources and its and their respective officers, employees, advisors and agents reasonable access during regular business hours to Seller's properties and records relating to the Assets, and shall furnish Buyer all operating and other data and information with respect to the Assets as Buyer, through its respective officers, employees, advisors or agents, may reasonably request.

(vi) Seller shall be in material compliance with all federal, state and local laws, rules and regulations.

5.2 Subject to the terms and conditions of this Agreement, each of the parties hereto will use commercially reasonable best efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement. Moreover, Seller shall remain in control of the Station as that term is understood pursuant to FCC regulations. Notwithstanding the foregoing, nothing herein shall prevent the parties from executing a Network Affiliation Agreement to permit the Station to begin carrying Station of the Cross network programming while the Assignment Application remains pending before the FCC.

ARTICLE 6 CLOSING and CONDITIONS PRECEDENT TO CLOSING

6.1 Closing Date. The closing of this transaction (the "**Closing**") shall take place no later than five (5) business days after the Final Consent (unless finality is waived by Buyer in its sole discretion), or on such other date to which the parties mutually agree (the "**Closing Date**").

6.2 Closing Deliveries.

(a) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) a Bill of Sale vesting in Buyer good and marketable title in and to the Assets, executed by Seller (a "Bill of Sale");

(ii) an Assignment and Assumption Agreement transferring to Buyer the rights and obligations of Seller pursuant to FCC Authorizations (an "FCC Assignment"), executed by Seller;

(iii) certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(iv) a certificate, dated as of the Closing Date, executed by an officer of Seller, certifying Seller's fulfillment of Seller's conditions precedent under this Agreement;

(v) an assignable lease for WNEB;

(vi) conveyance of the deed and title of the Real Estate;

(vii) a closing statement, executed by Seller; and

(viii) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Seller.

(b) At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) the Purchase Price;

(ii) an FCC Assignment, executed by Buyer;

(iii) certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(iv) a certificate, dated the Closing Date, executed by an officer of Buyer, certifying the fulfillment of Buyer's conditions precedent under this Agreement;

(v) a closing statement, executed by Buyer; and

(vi) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Buyer.

ARTICLE 8 INDEMNIFICATION and SURVIVAL

8.1 Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) either the breach by Seller of any of its representations or warranties or the failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims,

liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing.

8.2 Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) either the breach by Buyer of any of its material representations or warranties or the failure by Buyer to perform any of its material covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station, as conducted by Buyer, subsequent to the Closing.

8.3 If either party hereto (the “Indemnitee”) receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the “Indemnifying Party”) may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party’s election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

8.4 The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date, whereupon they shall expire and be of no further force or effect. The covenants and agreements in this Agreement shall survive Closing until performed.

ARTICLE 9 TERMINATION

9.1 Termination by Mutual Agreement. This Agreement may be terminated without further liability of any party at any time prior to the Closing by mutual written agreement of Buyer and Seller, or by either party in the event the FCC has not yet issued consent to the transaction as of the one year anniversary date of the submission of the Assignment Application before the agency.

9.2 Termination for Breach.

(a) *Termination by Buyer.* If 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, Buyer may terminate this Agreement. Upon termination of this Agreement by Buyer, Buyer shall be entitled to receive from Seller all payment made pursuant to this instrument, and neither party shall have any further obligation or liability hereunder.

(b) *Termination by Seller.* If 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, Seller may terminate this Agreement. Upon termination of this Agreement by Seller, Seller shall be entitled to receive from Buyer all payment made pursuant to this instrument, and neither party shall have any further obligation or liability hereunder.

ARTICLE 10 SPECIFIC PERFORMANCE

Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

ARTICLE 11 CONFIDENTIALITY

Neither party (the "Receiving Party") shall disclose the Confidential Information of the other (the "Disclosing Party") to any third party. The Receiving Party shall also limit access to the Confidential Information of the Disclosing Party within its own organization only to those employees who need to know such Confidential Information in order to implement this Agreement and who are expressly obligated to maintain such Confidential Information in confidence and in accordance with the restrictions set forth herein. These obligations shall not apply to any Confidential Information received by the Receiving Party which the Receiving Party can reasonably demonstrate (i) was in the public domain at the time of receipt by the Receiving Party; (ii) entered the public domain after receipt by the Receiving Party, but through no fault of the Receiving Party;

(iii) was known by the Receiving Party prior to its receipt; (iv) is lawfully disclosed to the Receiving Party by a third party that was not under an obligation of confidence to the Disclosing Party; or (v) which the Receiving Party is compelled to disclose by law or legal process, provided the Disclosing Party is given prompt written notice of any such requirement and an opportunity to contest such disclosure. This confidentiality provision shall survive the expiration or earlier termination of this Agreement, until all Confidential Information disclosed hereunder becomes publically known or made generally available through no action or inaction of the Receiving Party.

(c) “Confidential Information” means the confidential information of the Disclosing Party, which has not been released to the public by the Disclosing Party, including, but not limited to, this Agreement technical information, designs, procedures, processes, configurations, formulas, discoveries, inventions, improvements, concepts, ideas, techniques, know-how, pricing and sales information, or any other non-public information, whether disclosed through written, oral or visual means.

(d) In the event that either party determines in good faith that a press release or other public announcement is desirable under any circumstances, the parties shall consult with each other to determine the appropriate timing, form and content of such release or announcement. Notwithstanding anything contained herein to the contrary, prior to either party distributing any press release or announcement regarding this Agreement or any of the transactions contemplated hereby, such party shall obtain the other party’s written consent to distribute such press release or announcement.

ARTICLE 12 OTHER PROVISIONS

12.1 Miscellaneous. Either party may assign its rights and obligations under this Agreement, provided such assignee agrees to assume the obligations under this Agreement. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes any and all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party represents and warrants that its entry into this Agreement does not, and the satisfaction of its obligations hereunder will not, constitute a breach or violation of any other agreement to which it is a party. Each party will keep confidential all information obtained from the other party in connection with the transactions contemplated by this Agreement, and the existence and terms of this Agreement except, and to the extent that disclosure is required by law, including without limitation, the rules and published policies of the FCC. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were on the same instrument. Delivery of a counterpart signature to this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original counterpart signature.

12.2 Construction. This Agreement shall be governed by and construed according to the

laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws provisions. This Agreement is the product of joint negotiation between the parties. Each party has had the opportunity to consult with independent counsel in connection with the negotiation and preparation of this Agreement. Consequently, each party hereby waives the application of any rule of law to the effect that this Agreement or any provision of this Agreement would otherwise be construed against the party who drafted such provision or this Agreement as a whole.

12.3 Consent to Joint Legal Representation. Each party has had the opportunity to receive independent legal counsel. The Parties have in fact relied upon joint legal representation, but the Parties have previously consented in writing to such joint representation and by their signatures hereto consent to continued joint representation.

12.4 Notice. All notices required or permitted to be given under the provisions of this Agreement shall be in writing and delivered by either: (i) personal delivery; (ii) commercial delivery service; (iii) certified mail, return receipt requested; or (iv) fax. Delivery shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or the date on the return receipt. Notices shall be addressed as follows:

If to Buyer:

HOLY FAMILY COMMUNICATIONS
6325 Sheridan Drive
Williamsville, NY 14221
Attn: James N. Wright

With copy (which shall not constitute notice) to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
301.908.4165
amoskowitz@amoskowitzlaw.com

If to Seller:

Emmanuel Communications, Inc.
Attn: John Lauring
P.O. Box 20027
Worcester, Ma. 01602

With copy (which shall not constitute notice) to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
301.908.4165
amoskowitz@amoskowitzlaw.com

ASSET PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of this 4th day of January, 2024, between **EMMANUEL COMMUNICATIONS**, a Massachusetts non-profit corporation (“**Seller**”), and **HOLY FAMILY COMMUNICATIONS doing business as (“DBA”) STATION OF THE CROSS**, a New York non-profit corporation (“**Buyer**”).

RECITALS

A. WHEREAS, Seller is licensee of AM radio station WNEB, Worcester, Massachusetts, (FCC Facility 249), AM radio station WESO, Southbridge, Massachusetts, (FCC Facility 18309), and FM Translator W266DK, Southbridge, Massachusetts (FCC Facility ID 200926) (collectively, the “**Stations**”), pursuant to authorizations (the “**FCC Authorizations**”) issued by the Federal Communications Commission (the “**FCC**”);

B. WHEREAS, on the terms and conditions set forth herein, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Authorizations and related assets used or useful in operation of the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Assets and Liabilities.

(a) On the Closing Date (as defined below), Seller shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, used in connection with the operation of the Station and which are specifically described (without limitation) below, but excluding the Excluded Assets described in subparagraph (c) below, (collectively, the “**Assets**”):

(i) Seller’s equipment, machinery, furniture, and other tangible personal property used in the conduct of the business or operations of the Station, as identified on **Schedule 1.1(a)(i)** hereto (collectively, the “**Equipment**”), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date;

(ii) all of the licenses, permits and other authorizations issued by the FCC (including, but not limited to, the FCC Authorizations), the Federal Aviation Administration (the “**FAA**”), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the operation of the Station (collectively, the “**Authorizations**”);

(iii) an assignable lease for the WNEB transmission site;

(b) all of Seller’s logs, books, files, data, software, FCC and other governmental applications, equipment manuals and assignable warranties, and other records relating to operation of the Station, including without limitation all electronic data processing files and systems related thereto, FCC filings and all records required by the FCC to be kept by the Station, including, but not limited to, the Station’s public inspection file; and

(c) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature (“Liens”), except (i) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings; and (ii) liens or mortgages, in each case that will be released on Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. Seller shall retain all liabilities. Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller’s employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for Station employees, or (iii) any liability or obligation of Seller arising under any contracts related to the Station.

(d) The following assets and obligations relating to the business of the Station or to Seller’s other business interests, including without limitation, its non-broadcast and school operations, shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the “**Excluded Assets**”):

- (i) any and all claims of Seller with respect to transactions prior to the Closing;
- (ii) all prepaid expenses;
- (iii) all contracts of insurance and claims against insurers;
- (iv) all employee benefit plans and the assets thereof and all employment contracts;



(v) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(vi) all tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(vii) Seller's corporate records;

(viii) all commitments, contracts, leases and agreements except to the extent that they are specifically assumed in this Agreement;

(ix) Seller's other broadcast stations or assets associated therewith; and

(x) Title to the land from which station WESO transmits (the Real Property) as more particularly described in the legal description set forth at Schedule 1.1(a)(iii) attached hereto.

ARTICLE 2 PURCHASE PRICE

2.1 The purchase price (the "**Purchase Price**") for the Permit shall be One Thousand U.S. Dollars (\$1,000.00) payable at the Closing pursuant to written instructions delivered to Buyer from Seller prior to the Closing.

2.2 The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. Pursuant to this provision, prorated costs arising prior to the Closing shall remain responsibility of the Seller, and such costs arising after the Closing shall become the responsibility of the Buyer. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Each party makes the following representations and warranties to the other, respectively, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

3.1 Representations of Seller. Seller hereby represents and warrants to Buyer:



(a) Seller is a corporation duly formed, validly existing and in good standing under the laws of Seller's State of formation. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes 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.

(b) The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) 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 the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) Schedule 1(a)(i) hereto contains a complete and accurate list of the Equipment that is necessary to conduct the operation of the Station in the manner in which it is currently operated (other than those assets which are Excluded Assets) and will be acquired by Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Equipment. Each item of Equipment (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, and (iii) is operating in substantial compliance with all Licenses, including, but not limited to, the FCC Authorizations and rules and regulations of all relevant federal and state governments, agencies, or departments, including, but not limited to, the FCC and FAA.

(d) Seller lawfully holds each of the FCC Authorizations and Licenses and is operating the Station in all material respects in accordance with the FCC Authorizations, and all applicable rules, regulations and policies of the FCC (collectively, the "Communications Laws"), including, without limitation, that the Station is now and on the Closing Date will be transmitting at no less than ninety percent (90%) of its authorized power. To Seller's knowledge, the Station is not transmitting or receiving any objectionable interference to or from any other station, and the Station is not short-spaced to any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations or Licenses, and Seller has not received any 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, or material complaint against either the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller maintains a public inspection file for the Station, and such file complies in all material respects with the Communications Laws.

(e) The operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations, and policies concerning RF radiation or any other applicable Environmental Laws (defined below). As used in this Agreement, "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect ("Environmental Laws"). Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof).

(f) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens, other than the Assumed Liabilities.

(g) Buyer shall have no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(h) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller. To the best of Seller's knowledge, with respect to the Station, Seller has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(i) Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all Environmental Laws relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials, or toxic substances, or otherwise relating to the environment,



including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and Environmental Laws.

(j) There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all Equipment in commercially reasonable amounts sufficient to repair or replace the applicable Assets.

(k) Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date. No event has occurred which imposes on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(l) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Assets.

(m) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer. The term "knowledge," when applied to Seller herein, means actual knowledge of the officers of Seller having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

3.2 Representations of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer is duly formed, validly existing and in good standing under the laws of Buyer's State of formation, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer is now, or will be by the Closing Date, authorized to do business in the state of Massachusetts.



(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, 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.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) constitute a violation of or conflict with Buyer's organizational documents, (ii) 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 its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institute or other third party other than the FCC Consent.

(d) Buyer is, and until the Closing Date, will remain legally, financially and technically qualified to acquire and become the FCC licensee of the Station and to operate the Station in the manner contemplated hereby.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency (including without limitation, the FCC), or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement.

ARTICLE 4 APPLICATIONS TO AND CONSENT BY FCC

4.1 FCC Consent. Buyer and Seller shall file an application with the FCC requesting the FCC's approval of the transaction contemplated by this Agreement (the "**Assignment Application**"). Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its written consent to the Assignment Application without any condition materially adverse to Buyer, and such FCC consent shall have become Final Order (the "**Final Consent**"). For purposes of this Agreement, a **Final Order** shall mean an action of the FCC that is no longer subject to reconsideration, review, or appeal under applicable law before the FCC (including on the FCC's own



motion) or before any court.

Notwithstanding the foregoing, the Parties may by mutual consent waive the requirement that the Closing occur only after the FCC consent is a Final Order, and in the event that one Party decides to waive this requirement, the other shall not unreasonably refuse to do so, as well; provided, however, that as a condition to such waiver, both Parties shall execute an appropriate Rescission Agreement governing efforts substantially to restore the Parties to their previous conditions if the consent is revoked or otherwise does not become a Final Order as contemplated herein. Only the condition as to finality is waivable; in no event shall the Parties close prior to issuance of an FCC Order consenting to the transactions contemplated herein.

4.2 Mutual Covenant of Reasonable Cooperation. Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent.

4.3 Costs. Each Party shall be solely responsible for the expenses incurred on its part in the preparation, filing and prosecution of the Assignment Application.

ARTICLE 5 COVENANTS

5.1 Further Covenants of Seller.

(a) Seller covenants with Buyer that, between the Effective Date and the Closing Date, Seller shall act in accordance with the following:

(i) Seller shall maintain the Equipment in a manner consistent with generally accepted standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Seller shall continue to operate and maintain the Station in material compliance with the terms of the Licenses and all applicable laws, rules, and regulations. Seller shall deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the Effective Date and the Closing Date. Seller shall not file any application to modify the Station's facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect.

(iii) Seller shall maintain insurance on all of the Equipment in such amounts as necessary to repair or rebuild the applicable Equipment.



(iv) Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets.

(v) Seller shall afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer, its prospective financing sources and its and their respective officers, employees, advisors and agents reasonable access during regular business hours to Seller's properties and records relating to the Assets, and shall furnish Buyer all operating and other data and information with respect to the Assets as Buyer, through its respective officers, employees, advisors or agents, may reasonably request.

(vi) Seller shall be in material compliance with all federal, state and local laws, rules and regulations.

5.2 Subject to the terms and conditions of this Agreement, each of the parties hereto will use commercially reasonable best efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement. Moreover, Seller shall remain in control of the Station as that term is understood pursuant to FCC regulations. Notwithstanding the foregoing, nothing herein shall prevent the parties from executing a Network Affiliation Agreement to permit the Station to begin carrying Station of the Cross network programming while the Assignment Application remains pending before the FCC.

ARTICLE 6 CLOSING and CONDITIONS PRECEDENT TO CLOSING

6.1 Closing Date. The closing of this transaction (the "**Closing**") shall take place no later than five (5) business days after the Final Consent (unless finality is waived by Buyer in its sole discretion), or on such other date to which the parties mutually agree (the "**Closing Date**").

6.2 Closing Deliveries.

(a) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) a Bill of Sale vesting in Buyer good and marketable title in and to the Assets, executed by Seller (a "Bill of Sale");

(ii) an Assignment and Assumption Agreement transferring to Buyer the rights and obligations of Seller pursuant to FCC Authorizations (an "FCC Assignment"), executed by Seller;

(iii) certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;



(iv) a certificate, dated as of the Closing Date, executed by an officer of Seller, certifying Seller's fulfillment of Seller's conditions precedent under this Agreement;

(v) an assignable lease for WNEB;

(vi) conveyance of the deed and title of the Real Estate;

(vii) a closing statement, executed by Seller; and

(viii) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Seller.

(b) At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) the Purchase Price;

(ii) an FCC Assignment, executed by Buyer;

(iii) certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(iv) a certificate, dated the Closing Date, executed by an officer of Buyer, certifying the fulfillment of Buyer's conditions precedent under this Agreement;

(v) a closing statement, executed by Buyer; and

(vi) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Buyer.

ARTICLE 8 INDEMNIFICATION and SURVIVAL

8.1 Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) either the breach by Seller of any of its representations or warranties or the failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims,



liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing.

8.2 Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) either the breach by Buyer of any of its material representations or warranties or the failure by Buyer to perform any of its material covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station, as conducted by Buyer, subsequent to the Closing.

8.3 If either party hereto (the “Indemnitee”) receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the “Indemnifying Party”) may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party’s election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

8.4 The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date, whereupon they shall expire and be of no further force or effect. The covenants and agreements in this Agreement shall survive Closing until performed.

ARTICLE 9 TERMINATION

9.1 Termination by Mutual Agreement. This Agreement may be terminated without further liability of any party at any time prior to the Closing by mutual written agreement of Buyer and Seller, or by either party in the event the FCC has not yet issued consent to the transaction as of the one year anniversary date of the submission of the Assignment Application before the agency.



9.2 Termination for Breach.

(a) *Termination by Buyer.* If 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, Buyer may terminate this Agreement. Upon termination of this Agreement by Buyer, Buyer shall be entitled to receive from Seller all payment made pursuant to this instrument, and neither party shall have any further obligation or liability hereunder.

(b) *Termination by Seller.* If 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, Seller may terminate this Agreement. Upon termination of this Agreement by Seller, Seller shall be entitled to receive from Buyer all payment made pursuant to this instrument, and neither party shall have any further obligation or liability hereunder.

ARTICLE 10 SPECIFIC PERFORMANCE

Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

ARTICLE 11 CONFIDENTIALITY

Neither party (the "Receiving Party") shall disclose the Confidential Information of the other (the "Disclosing Party") to any third party. The Receiving Party shall also limit access to the Confidential Information of the Disclosing Party within its own organization only to those employees who need to know such Confidential Information in order to implement this Agreement and who are expressly obligated to maintain such Confidential Information in confidence and in accordance with the restrictions set forth herein. These obligations shall not apply to any Confidential Information received by the Receiving Party which the Receiving Party can reasonably demonstrate (i) was in the public domain at the time of receipt by the Receiving Party; (ii) entered the public domain after receipt by the Receiving Party, but through no fault of the Receiving Party;



(iii) was known by the Receiving Party prior to its receipt; (iv) is lawfully disclosed to the Receiving Party by a third party that was not under an obligation of confidence to the Disclosing Party; or (v) which the Receiving Party is compelled to disclose by law or legal process, provided the Disclosing Party is given prompt written notice of any such requirement and an opportunity to contest such disclosure. This confidentiality provision shall survive the expiration or earlier termination of this Agreement, until all Confidential Information disclosed hereunder becomes publically known or made generally available through no action or inaction of the Receiving Party.

(c) "Confidential Information" means the confidential information of the Disclosing Party, which has not been released to the public by the Disclosing Party, including, but not limited to, this Agreement technical information, designs, procedures, processes, configurations, formulas, discoveries, inventions, improvements, concepts, ideas, techniques, know-how, pricing and sales information, or any other non-public information, whether disclosed through written, oral or visual means.

(d) In the event that either party determines in good faith that a press release or other public announcement is desirable under any circumstances, the parties shall consult with each other to determine the appropriate timing, form and content of such release or announcement. Notwithstanding anything contained herein to the contrary, prior to either party distributing any press release or announcement regarding this Agreement or any of the transactions contemplated hereby, such party shall obtain the other party's written consent to distribute such press release or announcement.

ARTICLE 12 OTHER PROVISIONS

12.1 Miscellaneous. Either party may assign its rights and obligations under this Agreement, provided such assignee agrees to assume the obligations under this Agreement. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes any and all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party represents and warrants that its entry into this Agreement does not, and the satisfaction of its obligations hereunder will not, constitute a breach or violation of any other agreement to which it is a party. Each party will keep confidential all information obtained from the other party in connection with the transactions contemplated by this Agreement, and the existence and terms of this Agreement except, and to the extent that disclosure is required by law, including without limitation, the rules and published policies of the FCC. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were on the same instrument. Delivery of a counterpart signature to this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original counterpart signature.

12.2 Construction. This Agreement shall be governed by and construed according to the



laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws provisions. This Agreement is the product of joint negotiation between the parties. Each party has had the opportunity to consult with independent counsel in connection with the negotiation and preparation of this Agreement. Consequently, each party hereby waives the application of any rule of law to the effect that this Agreement or any provision of this Agreement would otherwise be construed against the party who drafted such provision or this Agreement as a whole.

12.3 Consent to Joint Legal Representation. Each party has had the opportunity to receive independent legal counsel. The Parties have in fact relied upon joint legal representation, but the Parties have previously consented in writing to such joint representation and by their signatures hereto consent to continued joint representation.

12.4 Notice. All notices required or permitted to be given under the provisions of this Agreement shall be in writing and delivered by either: (i) personal delivery; (ii) commercial delivery service; (iii) certified mail, return receipt requested; or (iv) fax. Delivery shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or the date on the return receipt. Notices shall be addressed as follows:

If to Buyer:

HOLY FAMILY COMMUNICATIONS
6325 Sheridan Drive
Williamsville, NY 14221
Attn: James N. Wright

With copy (which shall not constitute notice) to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
301.908.4165
amoskowitz@amoskowitzlaw.com

If to Seller:

Emmanuel Communications, Inc.
Attn: John Lauring
P.O. Box 20027
Worcester, Ma. 01602

With copy (which shall not constitute notice) to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
301.908.4165
amoskowitz@amoskowitzlaw.com

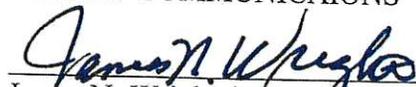


IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first written above.

BUYER:

HOLY FAMILY COMMUNICAIONS

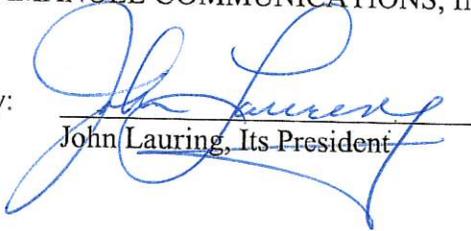
By:


James N. Wright, its President

SELLER:

EMMANUEL COMMUNICATIONS, INC.

By:


John Loring, Its President



SCHEDULE 1.1 (a) (i)
EQUIPMENT

See attached.

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Version: 1/2/2024

WNEB - Equipment Purchase

Device	Description
Transmitter	Nuatel AMPHET
Optimod	Orban 9200
EAS	Sage EAS
Audio Codec	2 Comrex BlicLinks
Remote Control 1	WVRC-8
Remote Control 2	Burk - Arc-16
Modulation Monitor	Belar AM3
Antenna Tuning Unit	Phastek Antenna Tuning Unit
Battery Backup	Live Wire Power Conditioner
Desktop PC	Dell
Sirius Audio	Receiver
ISP Service	Modem / Router
Silence Alarm	Broadcast Tools M-III Plus

Version: 1/2/2024

WESO - Equipment Purchase

Device	Description
Transmitter 1	Nautel 1KW AM J1000
Transmitter 2	Nuatel VS300 for Translator
Transmitter 3	Spare (Harris Gates One)
Optimod	Orban 8100
EAS	Sage EAS
EAS Receiver	Dayton Industrial Coproation AFC3
Audio Codec	2 Tieline Bridge-it
Silence Alarm	Broadcast Tools M-III Plus
Remote Control 1	WVRC-8
Remote Control 2	Burk - Potsline Controller
Antenna Tuning Unit	Wallmount
Battery Backup	Live Wire Power Conditioner
Desktop PC	Dell
Sirius Audio	Receiver
ISP Service	Modem / Router
Silence Alarm	Broadcast Tools M-III Plus
RF Current Meter	Delta RF AMMETER
AM Air Monitor	Radio Shack Receiver
101.1FM Transmit Antenna	Single Bay PSI
Antenna Decoupler	970 AM Decoupler
Antenna Coax 1	300 feet of 7/8th Heliac (WESO)
Antenna Coax 2	300 feet of 1/2inch Heliac (101.1FM)

SCHEDULE 1.1 (a) (iii)

REAL ESTATE

As described on the attached Worcester South District Registry of Deeds, Document No. 80838, recorded August 29, 2014.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a flourish.

Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

Document Number : 80838
Document Type : DEED
Recorded Date : August 29, 2014
Recorded Time : 02:55:56 PM

Recorded Book and Page : 52746 / 393
Number of Pages(including cover sheet) : 4
Receipt Number : 823823
Recording Fee (including excise) : \$1,037.00

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 08/29/2014 02:55 PM
Ctrl# 134593 31018 Doc# 00080838
Fee: \$912.00 Cons: \$200,000.00

Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717



QUITCLAIM DEED

BALDCO, INC., a Massachusetts Corporation having an address at 35 Farm Street, Medfield, Massachusetts 02052,

FOR CONSIDERATION PAID AND IN FULL CONSIDERATION OF TWO HUNDRED THOUSAND and ZERO (\$200,000.00) DOLLARS,

grant to **EMMANUEL COMMUNICATIONS, INC.**, a Massachusetts Corporation have a principal place of business at 23 Brigham Road, Worcester, Massachusetts 01609,

with **QUITCLAIM COVENANTS,**

The land in Dudley, Worcester County, Massachusetts, situated at the junction of Dudley Hill Road and Sylvester Road, and bounded and described as follows:

Beginning at the northeasterly corner thereof at a drill hole in stone at the intersection of the southerly line of said Dudley Hill Road and the westerly line of said Dudley Hill Road and the westerly line of said Sylvester Road;

Thence South 31° 56' West, along wall and the westerly line of said Sylvester Road, for a distance of forty and seventy-seven hundredths (40.77) feet to an iron pin;

Thence South 35° 00' West, along stone wall and the westerly line of said Sylvester Road, for a distance of three hundred fifteen and nine tenths (315.9) feet to an iron pin;

Thence South 31° 40' West, along wall and the westerly line of said Sylvester Road, for a distance of fifty-six and twenty-five hundredths (56.25) feet to a drill hole in stone and junction of walls at land of grantor;

Thence North 76° 20' West, along stone wall and land of grantor, for a distance of four hundred seventy-two and four tenths (472.4) feet to an iron pin at junction of walls at land of grantor;

Thence North 8° 54' East, along wall and land of grantor, for a distance of seven hundred thirty-three and seventy-seven hundredths (733.77) feet to an iron pin on the southerly line of said Dudley Hill Road;

Property Address: Dudley Hill Road, Dudley, Massachusetts

Thence South 74° 25' East, along wall and southerly line of said Dudley Hill Road, for a distance of fifty-four and forty-two hundredths (54.42) feet to an iron pin;

Thence South 63° 51' East, along wall and southerly of said Dudley Hill Road, for a distance of one hundred one and one tenth (101.1) feet to an iron pin;

Thence South 54° 00' East, along wall and southerly line of said Dudley Hill Road, for a distance of one hundred fifteen and twenty-seven hundredths (115.27) feet to an iron pin;

Thence South 44° 30' East, along wall and southerly line of said Dudley Hill Road, for a distance of one hundred twenty-two and nine-tenths (122.9) feet to an iron pin;

Thence South 41° 46' East, along wall and the southerly line of said Dudley Hill Road, for a distance of three hundred twenty-two and seven tenths (322.7) feet to an iron pin;

Thence South 36° 25' East, along wall and southerly line of said Dudley Hill Road, for a distance of forty-six and fifty-two hundredths (46.52) feet to the point of beginning.

For Grantor's title see deed dated November 3, 2004, and recorded with Worcester County Registry of Deeds at Book 35243, Page 229.

This transfer is not of all or substantially all of the Grantor's Massachusetts assets and is done in the normal course of business.

[SIGNATURE PAGE TO FOLLOW]



Witness my hand and seal this 29 day of August, 2014.

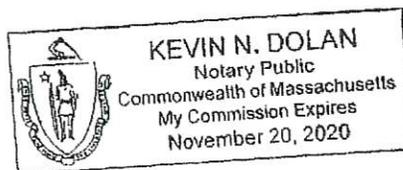
Susan Armstrong
BALDCO, INC.
BY: Susan H. Armstrong
ITS: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 29 day of August, 2014, before me, the undersigned Notary Public, personally appeared Susan H. Armstrong, President and Treasurer, proved to me through satisfactory evidence of identification which was photo identification personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Kevin Dolan
Notary Public Kevin Dolan
My commission expires: 11/20/20



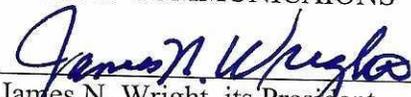
ATTEST: WORC Anthony J. Vigliotti, Register

Handwritten signature in blue ink.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first written above.

BUYER:

HOLY FAMILY COMMUNICAIONS

By: 
James N. Wright, its President

SELLER:

EMMANUEL COMMUNICATIONS, INC.

By: _____
John Laring, Its President