

Agreements

A copy of the Asset Purchase Agreement ("APA") associated with the proposed assignment of license is attached hereto. Not all of the schedules to the APA have been included. The excluded schedules are as follows:

Schedule 1.1(a) FCC Licenses

Schedule 1.1(b) Tangible Personal Property

Schedule 1.1(c) Contracts

Schedule 1.1(d) Intangible Property

The schedules identified above contain proprietary information, contain information already of Commission record, and/or are not germane to the Commission's consideration of this application. See Luj, Inc. and Long Nine, Inc., Memorandum Opinion and Order, 17 FCC RCD 16980 (2002). The excluded documents will be provided to the Commission upon request.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of February 5, 2021 by and between Venture Technologies Group, LLC (“Seller”) and Radiant Life Ministries, Inc. (“Buyer”).

Recitals

A. Seller owns and operates the following low power television/translator broadcast station (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

K18NJ-D, Bellingham, Washington (FID 167292)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Station, except the Excluded Assets (defined below) (the “Station Assets”), including without limitation the following:

(a) all licenses, permits, applications, and other authorizations issued to Seller by the FCC with respect to the Station (the “FCC Licenses”), including any renewals or modifications thereof between the date hereof and Closing (defined below), and all licenses, permits and authorizations issued by any federal, state or local governmental authority other than the FCC, including without limitation, including those described on *Schedule 1.1(a)*;

(b) the tangible personal property used in connection with the Station’s operations only as listed on *Schedule 1.1(b)* (the “Tangible Personal Property”);

(c) the lease and other contracts used or held for use in the operation of the Stations (“Station Contracts”), as listed on *Schedule 1.1(c)*;

(d) all of Seller's rights in and to the Station's call sign listed on *Schedule 1.1(d)* attached hereto (the "Intangible Property");

(e) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station which Seller is required by the FCC to maintain, including the Station's technical information and engineering data, and logs; and

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for statutory liens for taxes not yet due and payable (collectively, "Permitted Encumbrances").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include cash on hand, cash equivalents, insurance policies, and accounts receivable except to the extent that any of such cash or cash equivalents (including letters of credit) are pre-payments, deposits or similar assets relating to the Station Assets which are Assumed Obligations (the "Excluded Assets").

1.3 Retained Liabilities. Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind to any private party, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts.

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Two Hundred Thirty-Five Thousand Dollars (\$235,000), subject to adjustment pursuant to Section 1.6 (the "Purchase Price") The Purchase Price shall be paid in full at the Closing (defined below) in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing. The parties will agree upon an allocation of the Purchase Price prior to Closing.

1.5 [Reserved].

1.6 Prorations.

(a) The operation of the Station and the income and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the "Adjustment Time") shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include all property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, rent, annual regulatory fees payable to the FCC and similar prepaid and deferred items. Sales

commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

1.7 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place on the date ten (10) business days after the date that the FCC Consent is Final (as defined below), in any case, subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

(a) For purposes of this Agreement, the word “Final” shall mean action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) consenting to the FCC Application (as defined in Section 1.8) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, petition for reconsideration, application for review, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, petition, application, notice, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

(b) If Closing occurs prior to FCC Consent becoming Final, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Authorizations to Seller, then the purchase and sale of the Assets shall be rescinded. In such event, Buyer shall re-convey to Seller the Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts and leases assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Assets to Seller and execution by Seller of instruments of assumption of the contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

1.8 Governmental Consents.

(a) Within five (5) business days after the date on which both parties have executed this Agreement, Buyer and Seller shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “FCC Consent”). Provided however, that the parties may mutually agree upon an earlier filing date for the FCC Application. Seller and Buyer shall take all commercially reasonable steps to prosecute the FCC Application diligently. Each party

shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Neither party shall be required to file a request for judicial review of any FCC action dismissing or denying the FCC Application, nor shall either party be required to participate in a trial-type hearing in any forum.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent is referred to as the “Governmental Consents.”

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the State of California. Seller has the requisite power and authority to own and operate the Station, to carry on the Station’s business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the “Seller Authorization”) and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents,

2.4 FCC Licenses. Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled,

rescinded or terminated and have not expired. Except as described on Schedule 1.1(a), there is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or threatened against Seller or the Station by or before the FCC. Seller and the Station are in compliance in all material respects with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC. All filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Station have been filed and paid, except as noted in Schedule 1.1(a). All such reports and filings are accurate and complete in all material respects. To Seller's knowledge, no application has been filed with the FCC, and no authorization or permit currently exists, which displaces K18NJ-D under the FCC's rules and regulations governing displacement of low power television stations. With respect to K18NJ-D's 2018 displacement, Seller waived or was not qualified for reimbursement of its displacement expenses, and there are no pending requests for reimbursement filed or to be filed with the FCC.

2.5 Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of liens, claims and encumbrances ("Liens") other than Permitted Liens (defined below). Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in operating condition, ordinary wear and tear excepted but are being sold "as is, where is". As used herein, "Permitted Liens" means, collectively, the Assumed Obligations, liens for taxes not yet due and payable, liens that will be released at or prior to Closing.

2.6 Contracts. *Schedule 1.1(c)* contains a list of all Station Contracts used in the operation of the Station. Each of the Station Contracts is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto. Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder. Any lease requiring the consent of a third party to assignment is identified with an asterisk on *Schedule 1.1(c)*. Complete and correct copies of each Station Contract, together with all amendments thereto, have been delivered to Buyer by Seller.

2.7 Intangible Property. Seller has all right, title, and interest in and to all trademarks, service marks, trade names, copyrights, and all other intangible property necessary to the conduct of the Station as presently operated. *Schedule 1.1(d)* contains a description of all material Intangible Property.

2.8 Station Assets. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Station and the Station Assets and will maintain such policies in full force and effect until Closing.

2.9 Environmental. No hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law (each a “Contaminant”) has been generated, stored, transported or released (each a “Release”) on, in, from or to the assets or properties of the Station except de minimis amounts used in the ordinary course of business in compliance with applicable law. Neither the Station nor any of the assets or properties of the Station are subject to any order from or agreement with any governmental authority or private party regarding any Contaminant or Release. Seller has not received in respect of the Station or any assets or properties of the Station any notice or claim to the effect that it is or may be liable as a result of the Release of a Contaminant. To Seller’s knowledge, neither the Station nor any of its assets or properties is the subject of any investigation by any governmental authority with respect to a Release of a Contaminant.

2.10 Compliance with Law. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or threatened against Seller in respect of the Station or the Station Assets. To Seller’s knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets.

2.11 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller’s behalf. Payment of any broker engaged by Seller shall be Seller’s sole cost and expense.

2.12 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified (or will become so qualified by the Closing) to do business in the State of Washington. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the “Buyer Authorization”) and do not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in

accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents.

3.4 Qualification. To Buyer's knowledge, Buyer is qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

3.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

ARTICLE 4: SELLER AND BUYER COVENANTS

4.1 Seller's Covenants. From the date hereof until Closing, Seller shall:

(a) operate the Station in the ordinary course of business; keep its books and accounts, records and files in the ordinary course; and preserve the Station Assets;

(b) operate the Station in all material respects in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations; and

(c) not, without the prior written consent of Buyer, do or fail to do anything that would cause any representation or warranty set forth in Article 2 to become untrue or inaccurate in any material respect.

ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and

lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement. It is understood and agreed that public notice of the FCC Application will be given in accordance with FCC regulations.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the sole responsibility of Seller as the holder of the FCC License and shall be the sole responsibility of Buyer after Closing.

5.4 1031 Exchange. To facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code, Buyer may assign its rights under this Agreement (in whole or in part) to a “qualified intermediary” under section 1.1031(k)-1(g)(4) of the Treasury regulations (but such assignment shall not relieve Buyer of its obligations under this Agreement) and any such qualified intermediary may re-assign to Buyer. If Buyer gives notice of such assignment, Seller shall provide Buyer with a written acknowledgment of such notice prior to Closing and convey the Station Assets (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise reasonably cooperate therewith. All costs and expenses of the qualified intermediary shall be paid solely by Buyer.

5.5 [Reserved]

5.6 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the 12:01a.m. on the day of Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the “Buyer Bringdown Certificate”).

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

6.5 Simultaneous Closing. The FCC shall have granted the application seeking consent to assign KBCB(TV), Bellingham, Washington (Facility ID 53586) from World Television of Washington, LLC to Radiant Life Ministries, Inc. and such grant shall be Final (as defined above). Closing for the sale of KBCB and K18NJ shall occur simultaneously.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Seller Bringdown Certificate").

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Consents. Seller shall have obtained all material consents, if any, required for the transfer of the Station Assets.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) the Seller Bringdown Certificate;

(b) an Assignment of FCC Licenses assigning the FCC Licenses to

Buyer;

and

(c) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) the Buyer Bringdown Certificate; and

(c) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. All representations, warranties, covenants and agreements contained in this Agreement, or in any document made pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive for twelve (12) months after the Closing, provided that notice of any claim of breach must be given to the other party within thirteen (13) months after the Closing.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach or default by Seller under this Agreement;
- (ii) the Retained Liabilities; or

(iii) without limiting the foregoing, the business or operation of the Station prior to Closing (including any third party claim arising from such operations).

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

- (i) any breach or default by Buyer under this Agreement;
- (ii) the Assumed Obligations; or

(iii) without limiting the foregoing, the business or operation of the Station after Closing (including any third party claim arising from such operations).

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim with no payment required by the indemnified party; and

(iii) because Buyer is a newly formed entity, it agrees to remain the owner of record of the Station Assets for the Survival period specified in Section 9.1 to ensure it has the resources to satisfy a Claim made under this Section 9.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice from Buyer to Seller if Seller:

(i) does not perform the obligations to be performed by it under this Agreement and on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any

of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice from Seller to Buyer if Buyer:

(i) does not perform the obligations to be performed by it under this Agreement and on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below); or

(d) by written notice from Buyer to Seller or Seller to Buyer at any time six (6) months or more after the FCC Application was filed if FCC Consent has not been granted for both the FCC Application and the assignment application for KBCB(TV).

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date, provided, however, that in the case clause (ii) applies, the Closing Date shall be postponed so as to provide at least five (5) business days to cure the breach or default from the date of the written notice. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Buyer’s Remedy of Specific Performance. Each party acknowledges and agrees that the Station is a unique asset, so that in the event of breach of this Agreement by Seller, Buyer may not have adequate remedies at law. Therefore, the obligations of Seller under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction in the event of a breach or threatened breach of any representation, warranty, covenant or agreement under this Agreement, but specific performance shall be in lieu of any other remedy available to Buyer and shall include full payment of the Purchase Price.

10.3 Seller’s Remedies. In the event that the transaction contemplated by this Agreement does not close because of the default of the Buyer, Seller shall be entitled to bring a suit for damages.

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance

of and compliance with the terms of this Agreement, except that the filing fee associated with the FCC Application shall be split evenly between Buyer and Seller.

11.2 Broker Fee. Each party will indemnify and hold the other harmless against any claim by any brokers alleging to have worked on behalf of the indemnifying party in connection with the proposed transaction.

11.3 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing. 11.4

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets, but only to an entity under common majority control with Buyer, without Seller's consent, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

11.5 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or on the fourth (4th) business day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Buyer, then to: Radiant Life Ministries, Inc.
Attention: Legal Counsel
11717 Route 37
Marion, Illinois 62959
E-mail: mjd@tct.tv

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

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

if to Seller, then to:

Venture Technologies Group, LLC
5670 Wilshire Blvd., Ste 1620

Los Angeles, CA 90036
Email: Koplin@loop.com

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

Wiley Rein, LLP.
Attn: Joan Stewart, Esq.
1776 K Street NW
Washington, DC 20006
E-mail: jstewart@wiley.law

11.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, provided, however, that Buyer remains able to acquire the Station and Seller remains entitled to the full amount of the Purchase Price.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

11.8 Governing Law. This Agreement is to be construed and governed by the laws of the State of Washington (exclusive of those relating to conflicts of laws).

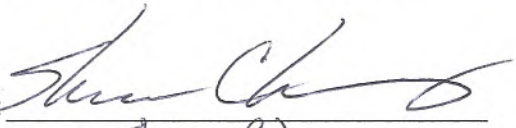
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

BUYER:

RADIANT LIFE MINISTRIES, INC.

By: 
Name: Shane Chaney
Title: CFO

SELLER:

VENTURE TECHNOLOGIES GROUP, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

BUYER:

RADIANT LIFE MINISTRIES, INC.

By: _____

Name:

Title:

SELLER:

VENTURE TECHNOLOGIES GROUP, LLC

By:  _____

Name:

Title:

Paul Koplin
MANAGER.