

Non-Pro Forma Long Form Assignment Application
Proposed Assignee: Rio Grande Bible Institute, Inc.
APA Exhibits Exclusion

THE SCHEDULES AND EXHIBITS TO THE ASSET PURCHASE AGREEMENT LISTED BELOW HAVE BEEN OMITTED BECAUSE THEY DO NOT REFLECT ON THE LEGAL OR OTHER QUALIFICATIONS OF THE PARTIES, NOR DO THEY CONTAIN INFORMATION RELEVANT TO WHETHER THE STRUCTURE OF THE TRANSACTION COMPLIES WITH THE COMMISSION'S RULES. THE SCHEDULES CONTAIN PUBLIC INFORMATION ALREADY AVAILABLE OR PROPRIETARY INFORMATION RELATING TO THE LICENSEE AND THE STATIONS. THEREFORE, THE SCHEDULES NEED NOT BE SUBMITTED TO THE COMMISSION BUT WILL BE PROVIDED UPON THE COMMISSION'S REQUEST. SEE THE COMMISSION'S MEMORANDUM OPINION AND ORDER IN LUJ, INC. AND LONG NINE, INC., 17 FCC RCD 16980 (2002) (FILE NO. BALH-200110111ABJ) AND PUBLIC NOTICE DA 02-2049, 17 FCC RCD 16166 (2002).

SUMMARY OF APA SCHEDULES INCLUDE:
SCHEDULE 1.1(a): FCC AUTHORIZATIONS
SCHEDULE 1.1(b): TANGIBLE PERSONAL PROPERTY
SCHEDULE 1.1(f): TOWER LICENSE AGREEMENT
SCHEDULE 2.3: PURCHASE PRICE ALLOCATION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of May 3, 2021, by and between MBM Texas Valley, LLC., a Texas limited liability company (“Seller”) and Rio Grande Bible Institute, Inc., a Texas non-profit corporation (“Buyer”).

RECITALS

WHEREAS, Seller owns and operates the following commercial FM radio broadcast station (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KESO	FM	36650	South Padre Island, Texas

WHEREAS, on the terms and conditions described herein and subject to the prior approval of the FCC, Seller desires to sell, and Buyer desires to purchase, the Station in exchange for the consideration set forth herein; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, Seller and Buyer have entered into a Local Programming and Marketing Agreement (“LMA”) pursuant to which Buyer will provide programming for, and be entitled to receive the revenues from the sale of advertising time on, the Station, consistent with the provisions of the Communications Act of 1934, as amended (“Communications Act”) and the rules, regulations and policies of the FCC (“FCC Rules”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. SALE AND PURCHASE

1.1. Assets. On the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and/or used or useful in connection with the operation of the Station (“Assets”), except the Excluded Assets (defined below), including without limitation the following:

(a) Licenses and Authorizations. All of the licenses, construction permits, registrations and other authorizations issued by the FCC, the Federal Aviation Administration (the “FAA”), if any, and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station identified on **Schedule 1.1(a)**, together with any pending applications related thereto, and any renewals or extensions thereof (collectively the “FCC Authorizations”).

(b) Tangible Property. All of Seller’s transmission site equipment for the

Station identified on **Schedule 1.1(b)** (the “*Tangible Personal Property*”).

(c) **Intangible Property.** All intangible property, including the Station’s call letters, issued to, claimed, or owned by Seller and used solely in connection with the Station (“*Intangible Property*”).

(d) **Files and Records.** All files, documents, and records relating to the business and operation of the Station or Assets (but excluding, for the avoidance of doubt, any books and records pertaining to any other radio station owned or operated by Seller), including the Station’s FCC online public file.

(e) **Goodwill.** All of Seller’s goodwill in, and going concern value of, the Station, if any.

(f) **Tower License Agreement.** The tower site license agreement between Seller and American Towers, LLC for antenna space on a tower bearing Antenna Structure Registration #1306265 and space in a building for the Station’s transmission equipment used in the operation of the Station, as described on **Schedule 1.1(f)** (the “Tower License”).

The Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances (“*Liens*”).

1.2. **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Assets shall not include the following (“*Excluded Assets*”):

(a) **Cash.** Cash, cash equivalents, or similar type investments of Seller, such as certificates of deposit, Treasury bills, and other marketable securities on hand or in banks;

(b) **Accounts Receivable.** Subject to the terms of the LMA, all accounts receivable, notes receivable and other monies due to Seller for performance of services by Seller in connection with the operation of the Station attributable to the period prior to the Adjustment Time (defined below) (“*Seller Receivables*”);

(c) **Contracts.** Any contracts or obligations of Seller not included in the Assets;

(d) **Refund and Deposits.** Any claims, rights, and interest of Seller to any (i) refunds of taxes or fees of any nature whatsoever or (ii) deposits or utility deposits or prepaid expenses, which in each case relate solely to the period prior to the Adjustment Time;

(e) **Shared Assets.** Assets shared with any of Seller’s radio stations other than the Station, including without limitation KZSP, South Padre Island, Texas (Fac. Id. 54673), unless otherwise expressly provided in this Agreement or a Schedule hereto;

(f) **Claims Against Third Parties.** Any rights and claims of Seller, whether mature, contingent, or otherwise, against third parties with respect to the Station and the Assets, to the extent arising during or attributable to any period prior to the Adjustment Time;

(g) **Other.** All insurance policies, coverages and proceeds thereunder and all

rights in connection therewith, records pertaining to Seller's corporate organization, and pension, profit sharing and all other employee benefit plans;

(h) Studio. Studio leases, equipment or furnishings; and

(i) Retained Liabilities. Any other assets, rights, claims, obligations, debts or liabilities of Seller of any kind whatsoever, whether or not known, asserted or disclosed.

1.3. Assumption of Obligations. Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liability, obligation, or commitment of Seller arising from the business or operation of the Station before the Closing Date ("Retained Liabilities").

1.4 Employees. Buyer shall not be responsible for hiring any of Seller's employees or assuming any of Seller's obligations to its employees.

ARTICLE 2. PURCHASE PRICE

2.1. Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the sum of **Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00)**, subject to adjustments pursuant to Section 2.34 ("Purchase Price").

2.2. Method of Payment. The Purchase Price shall be paid as follows:

(a) Deposit. Buyer has made a cash deposit in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** (the "Deposit") with John C. Trent, Esquire (the "Escrow Agent") to be held in his attorney trust account (non-interest bearing). At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price. If this Agreement is terminated by Seller pursuant to Article 12, the Deposit shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Deposit shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. This obligation to instruct the Escrow Agent shall survive Closing. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Article 10 does not apply entitling Seller to immediately terminate this Agreement.

(b) Cash at Closing. The remainder of the Purchase Price due at closing (less the Deposit) shall be delivered to Seller via wire transfer of immediately available funds (unless otherwise requested by Seller). Wire instructions will be provided to Buyer by Seller at or before the Closing

2.3. Prorations and Adjustments. Except as provided herein or in the LMA, all of the Station's 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. On the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within

forty-five (45) days after the Closing Date.

2.4. Allocation. The parties hereby agree to the allocation of the Purchase Price to the Assets as described on **Schedule 2.44**. Such allocation shall be binding on the parties and used for all tax filings and other related purposes.

ARTICLE 3. FCC APPLICATIONS; CLOSING

3.1. FCC Application. Buyer and Seller shall jointly file an application with the FCC ("FCC Application") requesting the FCC's written consent to the assignment of the FCC Authorizations from Seller to Buyer within two (2) business days from the execution of the Agreement. The parties shall diligently take all steps necessary, proper, or desirable to expedite the prosecution of the FCC Application to a favorable conclusion. The written consent to an FCC Application by initial order of the FCC is referred to herein as the "FCC Consent." In the event any objections or challenges to the FCC Application or any requests for reconsideration or review of the FCC Consent are filed at the FCC, the parties shall cooperate with respect to any responses thereto. 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. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the FCC Application. The fee to be paid to the FCC in conjunction with the filing of the FCC Application ("FCC Fee") will be shared equally by Buyer and Seller.

3.2. Closing. The consummation of the transactions contemplated herein shall take place on a mutually acceptable date no later than five (5) calendar days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) (the "Closing"); *provided, however*, that Buyer may elect, in its sole discretion, to proceed to Closing upon written notice to Seller upon the release of public notice of the grant of such FCC Consent, in which event the Closing shall be held on the fifth (5th) business day after the date of Buyer's notice to Seller. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The date on which the Closing is to occur is referred to herein as the "Closing Date."

3.3 Conversion Application. Buyer, in its sole discretion and at its sole cost and expense, may prepare and file an application requesting conversion of the Station license to noncommercial status (the "Conversion Applicatoin"), provided that Buyer specifically requests therein that the grant thereof be contingent upon the closing of the transaction contemplated herein.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to Buyer which shall be true as of the date hereof and on the Closing Date:

4.1. Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization. Seller has the requisite power and authority to own and operate the Station and to execute, deliver and perform the transactions contemplated in this Agreement and the documents to be made pursuant hereto.

4.2. 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 Seller 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 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).

4.3. No Conflicts, Defaults. The execution, delivery and performance of this Agreement by Seller and the documents to be made pursuant hereto does not or will not: (a) conflict with any organizational documents of Seller, law, judgment, order, or decree to which Seller, the Station or the Assets are subject; (b) require the consent, approval or authorization, or filing with, any third party (including without limitation Seller's investors, financiers, lenders or equity holders) or any court or governmental authority, except the FCC Consent; (c) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Seller is bound; or (d) result in the creation or imposition of any Lien against the Station or the Assets.

4.4. FCC Authorizations. Seller is the authorized legal holder of the FCC Authorizations as set forth on Schedule 1.1(a). The FCC Authorizations constitute all of the licenses and authorizations required under the Communications Act and FCC Rules for, and used in the operation of, the Station. The FCC Authorizations are in full force and effect and have not been revoked, suspended, cancelled, rescinded or terminated and have not expired. The Station is currently operating in material compliance with the FCC Authorizations. There is not now pending or threatened, any action by or before the FCC or any other body to revoke, cancel, rescind, modify or refuse to renew any of the FCC Authorizations or other permits, and Seller has not received any notice of any pending, issued or outstanding order by or before the FCC or any other body, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against any of the Station or Seller. Seller does not have outstanding debt to the FCC, and neither Seller nor the Station have been designated with "Red Light" status for outstanding amounts due the FCC.

4.5. Tangible Personal Property. Seller has good and marketable title to each item of Tangible Personal Property, free and clear of all Liens. The Tangible Personal Property is being sold in good operation condition, normal wear and tear excepted, and has been maintained in accordance with generally acceptable engineering standards and practices.

4.6. Taxes. Seller has filed all federal, state, local or foreign income, franchise, sales, use, property and other tax returns and forms pertaining to the Assets to be transferred hereunder. There is no pending or threatened investigation or claims against Seller for or relating to any liability in respect of taxes.

4.7. Brokers. Other than Mark Jorgensen, there is no broker, finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by Seller. Seller is solely responsible for and the indemnification obligations herein shall apply to any fee due to Mark Jorgensen.

4.8. No Litigation. Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree with respect to or affecting the Station or the Assets, and there is no third party claim, litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller with respect to any of the Station in any federal, state or local court, or before any administrative agency, arbitrator or other tribunal authorized to resolve disputes.

4.9. Bankruptcy. No insolvency proceedings in the nature of bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, by or against Seller or the Assets, are pending or threatened, and Seller has not made any assignment for the benefit of creditors or taken any action in contemplation or in furtherance of the institution of such insolvency proceedings.

4.10 No Untrue Statements or Omission. 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.

4.11 Tower License Agreement. The Tower License Agreement is in full force and effect, and Seller has not received and has no knowledge of any material breach or default thereunder by Seller or the Licensor. All rent that has come due has been paid in full, and no amounts are due or outstanding under the Tower License Agreement. The Station equipment used in the operation of the Station and located at the tower site is fully approved by the Licensor. Seller has provided Buyer with a complete copy of the Tower License Agreement and all exhibits thereto.

4.12 Insurance. Seller maintains in force appropriate insurance policies with respect to the Assets and the business and operations of the Station, and will maintain or cause to be maintained such presently existing insurance in force until the Closing.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1. Organization. Seller is duly organized, validly existing and in good standing under

the laws of the State of Texas. Buyer has the requisite power and authority to execute, deliver and perform the transactions contemplated in this Agreement and the documents to be made pursuant hereto.

5.2. 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 and do not require any further authorization or consent of Buyer. The 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).

5.3. FCC Qualification. Buyer is legally, financially, and otherwise qualified under the Communications Act and FCC Rules to hold the FCC Authorizations. Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to pay the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement and the LMA.

5.4. No Conflicts. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto does not or will not: (a) conflict with any organizational documents of Buyer, law, judgment, order, or decree to which Buyer is subject; or (b) require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

5.5. Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by Buyer.

5.6. No Litigation. There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement.

5.7. Bankruptcy. No insolvency proceedings in the nature of bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, by or against Buyer, are pending or threatened, and Buyer has not made any assignment for the benefit of creditors or taken any action in contemplation or in furtherance of the institution of such insolvency proceedings.

5.8. No Untrue Statements or Omission. No representation or warranty made by Buyer 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 Seller.

ARTICLE 6. COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of Closing it shall act in accordance with the following:

6.1. Station Operation.

(a) Seller shall remain in compliance with the Communications Act, FCC Rules, and all other applicable laws, rules and regulations, and maintain the FCC Authorizations in full force and effect.

(b) Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to the condition or operation of the Station and return to normal broadcast operations.

(c) Prior to the Closing Date, Seller shall not, without Buyer's prior written consent:

(i) Modify any of the FCC Authorizations;

(ii) Sell, lease, transfer, or agree to sell, lease or transfer, any of the Assets;

(iii) enter into any contract that will be binding upon Buyer or the Station after Closing;

(iv) Create, suffer, or permit the creation of any Lien on the Assets, except for Permitted Liens.

(d) Prior to the Closing Date, Seller shall complete the removal of the transmitting equipment of KZSP from the room where the Station transmitting equipment is located and the removal of KZSP from the electric meter used by the Station.

6.3 Payoff Letters. Seller shall obtain and provide to Buyer executed creditor/vendor or other payoff and release authorizations for any outstanding debts of Seller to be satisfied out of Closing proceeds.

6.4 Access. Between the date hereof and the Closing Date, Seller will afford Buyer reasonable access to the facilities, properties, books and records of Seller relating to the Station. Buyer, at its sole expense, shall be entitled to make such engineering and other inspections of the Assets as Buyer may desire.

6.5 Tower License. Seller shall obtain the written consent of the Licensor thereunder to the assignment of the Tower License to Buyer, and an executed estoppel certificate in a form to be provided by Buyer subject to Seller's reasonable review.

ARTICLE 7. JOINT COVENANTS

7.1. Confidentiality. Subject to requirements of applicable law, Seller and Buyer shall

each keep confidential all information obtained by it with respect to the other parties hereto in connection with this Agreement and the negotiations preceding this Agreement (“Confidential Information”).

7.2. Control. Consistent with FCC Rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Authorizations.

7.3. Representations and Warranties. Each party shall render accurate at and as of the Closing Date the representations and warranties made by it in this Agreement.

ARTICLE 8. CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement are, at its option, subject to the fulfillment or waiver of the following conditions prior to or on the Closing Date:

8.1. Representations, Warranties, and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Seller at or prior to Closing shall have been performed in all material respects. Seller shall have furnished Buyer with a certificate, dated as of the Closing Date and duly executed by the sole member of Seller, to the effect that such conditions have been satisfied.

8.2. FCC Consent and Station License Renewal. The FCC Consent shall have been granted and become a Final Order (unless waived by Buyer), the Conversion Application shall have been granted, and the Station’s pending license renewal application (LMS 0000142073) shall have been granted by the FCC without conditions and for a full 8-year term.

8.3. Liens. Other than Liens to be discharged by Seller on or before the Closing Date there shall not be any Liens on the Assets or any financing statements of record related to the Assets. Buyer may, at Buyer’s sole expense, obtain any UCC, judgment, fixture and tax lien search reports as appropriate to confirm that no Liens are filed or recorded against the Assets in the public records of any applicable jurisdiction.

8.4. Proceedings. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (a) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (b) questions the validity or legality of any transaction contemplated hereby; or (c) seeks to enjoin any transaction contemplated hereby.

8.5. Deliveries. Seller shall have complied with its obligations set forth in Section 10.1.

8.6. Transmitter Room Actions. Seller shall have completed the removal of the transmitting equipment of KZSP from the room where the Station transmitting equipment is located and the removal of KZSP from the electric meter used by the Station.

8.7 Payoff Letters/Releases. Seller shall have obtained executed creditor/vendor or other payoff and release authorizations for any outstanding debts of Seller to be satisfied out of Closing proceeds.

ARTICLE 9. CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement are, at its option, subject to the fulfillment or waiver of the following conditions prior to or on the Closing Date:

9.1. Representations, Warranties, and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Buyer at or prior to Closing shall have been performed in all material respects. Buyer shall have furnished Seller with a certificate, dated as of the Closing Date and duly executed by a person authorized on behalf of Buyer to give such a certificate, to the effect that such conditions have been satisfied.

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

9.3. Proceedings. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (a) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (b) questions the validity or legality of any transaction contemplated hereby; or (c) seeks to enjoin any transaction contemplated hereby.

9.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 10.2.

ARTICLE 10. CLOSING DELIVERIES

10.1. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(a) An Assignment and Assumption of FCC Authorizations assigning the FCC Authorizations to Buyer;

(b) A Bill of Sale transferring title to the Tangible Personal Property and Intangible Property to Buyer;

(c) A certificate, dated the Closing Date, certifying the fulfillment of the conditions set forth in Section 8.1 by Seller;

(d) Executed creditor/vendor or other payoff and release authorizations for any outstanding debts of Seller to be satisfied out of Closing proceeds, if any;

(e) Certified resolutions of Seller and each of its members authorizing and approving the execution and delivery of this Agreement and the consummation of the

transactions contemplated hereby;

- (f) Joint Instructions to Escrow Agent;
- (g) An Assignment and Assumption of Tower License assigning the Tower License to Buyer, and the written consent and executed estoppel certificate required by Article 6.5 ; and
- (h) Such other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to sell, assign, transfer, convey, or otherwise provide good and marketable title in and to the Assets to Buyer free and clear of Liens, except for Permitted Liens.

10.2. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

- (a) An Assignment and Assumption of FCC Authorizations assuming the FCC Authorizations from Seller;
- (b) A certificate, dated the Closing Date, certifying the fulfillment of the conditions set forth in in Section 9.1 by Buyer;
- (c) Certified resolutions of Buyer authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;
- (d) The Purchase Price in immediately available wire transferred funds as provided in Section 2.1;
- (e) Joint Instructions to Escrow Agent;
- (f) An Assignment and Assumption of Tower License assuming the Tower License from Seller; and
- (g) Any other documents and instruments of assumption that may be reasonably necessary to purchase and acquire the Assets and to assume the Assumed Obligations.

ARTICLE 11. SURVIVAL

The representations and warranties in this Agreement shall expire one (1) year after the Closing ("Survival Period"), except as otherwise expressly stated herein. The covenants and agreements in this Agreement, and indemnification obligations with respect to such provisions, shall survive Closing until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the earlier of the last day of the Survival Period or expiration of the applicable statute of limitations. In the event such notice is given, the right to indemnification with respect thereto shall survive the Survival Period until such claim is finally resolved and any obligations thereto are fully satisfied. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained

herein.

ARTICLE 12. TERMINATION AND REMEDIES

12.1. Termination. This Agreement may be terminated at any time prior to the Closing Date as follows:

- (a) By mutual written consent of both parties;
- (b) By written notice of Buyer (provided it is not in material default hereunder) to Seller if Seller fails to perform the obligations to be performed by it, or otherwise breaches in any material respect any of its representations or warranties, under this Agreement and such failure or breach is not cured within thirty (30) calendar days ("Cure Period") after Seller receives notice of such breach or default from Buyer; or
- (c) By written notice of Seller (provided it is not in material default hereunder) to Buyer if Buyer fails to perform the obligations to be performed by it, or otherwise breaches in any material respect any of its representations or warranties, under this Agreement or the LMA and such breach or default is not cured within the Cure Period after Buyer receives notice of such breach or default from Seller, provided however that the Cure Period shall not apply in the event that Buyer's material breach is the result of failure to pay the Purchase Price on the Closing Date; or
- (d) By written notice of one party to the other if the FCC denies the FCC Application or designates it for a trial-type hearing, provided, however, that the right to terminate this Agreement under this Section 12.1(d) shall not apply to any party whose action or inaction shall have been a cause for such denial or designation; or
- (e) By written notice of one party to the other if Closing does not occur within one (1) year after the date of this Agreement.

Termination of this Agreement shall not relieve any party of any liability it would otherwise have for a breach or default under this Agreement.

12.2. Specific Performance and Liquidated Damages. Seller acknowledges that the Station are unique assets not readily available on the open market and that in the event Seller fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to Buyer as to which money damages alone will not be adequate to compensate Buyer for its injury. Seller therefore 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 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. If Seller terminates this Agreement pursuant to Section 12.1(c), then the Deposit paid shall constitute liquidated damages and be the sole remedy of Seller under this Agreement. Buyer acknowledges and agrees that Seller's recovery of such amount shall constitute payment of liquidated damages and not a penalty and that Seller's liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default

under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

12.3. Indemnification.

(a) Subject to the limitations set forth herein, following the Closing, 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 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) the breach by Seller of any of its representations, warranties or certifications made in or pursuant to, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement or any other transaction documents or the LMA; or (ii) the Retained Liabilities.

(b) Subject to the limitations set forth herein, following the Closing, 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) the breach by Buyer of any of its representations, warranties or certifications made in or pursuant to, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in, this Agreement or any other transaction documents or the LMA; or (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station subsequent to the Closing.

(c) If any party (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another Party (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 12.4, 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; provided that no failure or delay in the giving of such notice shall affect the Indemnitee's rights under this Section 12.4 except to the extent that such failure or delay has materially prejudiced the Indemnifying Party's ability to defend the matter in question.

(d) If the Indemnifying Party is entitled to and does elect to assume the defense of any matter pursuant to Section 12.4(c) and conducts such defense in a reasonably vigorous manner, then (i) the Indemnitee, at the Indemnifying Party's expense, shall fully cooperate as reasonably requested by the Indemnifying Party in the defense of such matter, (ii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, (iii) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter, and (iv) except with the prior written consent of the Indemnitee, the Indemnifying Party will not, in the defense of such matter, consent to the entry of any judgment (other than a judgment of dismissal on the merits without cost), or enter into any settlement, that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a release from all Damages in respect 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.

(e) Any representation, warranty or certification that is specifically identified in a written claim for indemnification delivered within the period herein provided shall survive until the claim in question is either settled or finally adjudicated.

(f) The parties agree that any indemnity payments made pursuant to this Section 12.4 will be treated by the parties on all applicable tax returns as an adjustment to the Purchase Price.

ARTICLE 13. GENERAL PROVISIONS

13.1. Expenses. Except as otherwise set forth herein, 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 Seller shall bear any broker's fees.

13.2. Further Assurances. Each party 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.

13.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns. This Agreement and any rights or obligations hereunder may be assigned by Buyer or Seller only with the prior written consent of the other party, which shall not be unreasonably withheld.

13.4. Notices. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery, confirmed facsimile transmission, confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be address as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

MBM Texas Valley, LLC
c/o Robert L. Reed
PO Box 1165
Spring Branch, TX 78070

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

John C. Trent, Esq.
Putbrese Hunsaker & Trent, P.C.
200 S. Church Street
Woodstock, VA 22664

If to Buyer, then to:

Rio Grande Bible Institute, Inc.
c/o Lawrence Windle
4300 S. US Hwy 281

Edinburg, TX 78539

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

Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
Attn: Joseph C. Chautin, III, Esq.
Tel: (985) 629-0777
Facsimile: (985) 629-0778
Email: jchautin@hardycarey.com

13.5. Amendments and Waivers. 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.

13.6. Entire Agreement. 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.

13.7. 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.

13.8. Governing Law; Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof.

13.9. Counterparts. 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.

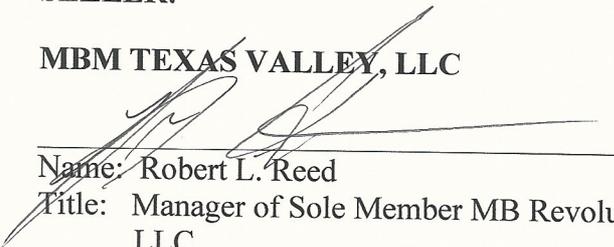
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

MBM TEXAS VALLEY, LLC


Name: Robert L. Reed

Title: Manager of Sole Member MB Revolution,
LLC

BUYER:

RIO GRANDE BIBLE INSTITUTE, INC.

Name: Lawrence Windle

Title: President

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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SELLER:

MBM TEXAS VALLEY, LLC

Name: Robert L. Reed
Title: Manager of Sole Member MB Revolution,
LLC

BUYER:

RIO GRANDE BIBLE INSTITUTE, INC.



Name: Lawrence Windle
Title: President

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement"), is made as of this 3rd day of May, 2021, by and among MBM Texas Valley, LLC ("Seller") and Rio Grande Bible Institute, Inc., ("Buyer"), and John C. Trent, Esq., of Putbresi Hunsaker & Trent, P.C., ("Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of May 3, 2021 (the "Asset Purchase Agreement"), providing for the sale of certain assets used in the operation of radio station KESO, South Padre Island, Texas (Fac. Id. 36650) (the "Station"), from Seller to Buyer;

WHEREAS, pursuant to the Purchase Agreement, on the date hereof, Buyer has agreed to deposit the sum of **Twenty-Five Thousand Dollars (\$25,000.00)** (the "Escrow Deposit") into escrow to be held by Escrow Agent and released in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. On the terms and conditions set forth herein, Escrow Agent shall act as escrow agent and, as such, receive, administer and dispose of the Escrow Deposit. The Escrow Agent shall deposit the Escrow Deposit in the Putbresi Hunsaker & Trent, P.C., Attorney Trust Account (non-interest-bearing account).

2. Rights, Duties and Immunities of Escrow Agent.

(a) Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent:

(i) Escrow Agent undertakes to perform such duties and only such duties as are expressly set forth herein, and no implied agreements or obligations shall be read into this Agreement against Escrow Agent;

(ii) Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Buyer, or of anyone else, to deliver moneys to Escrow Agent or otherwise to honor any of the provisions of this Agreement, the Purchase Agreement or any other agreement;

(iii) Seller and Buyer jointly shall, within ten (10) days following demand, reimburse and indemnify Escrow Agent for, and hold it harmless from and against, any loss, liability or expense, including but not limited to reasonable counsel fees, arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this

Agreement, except for losses, liabilities and expenses caused by the bad faith, willful misconduct or gross negligence of Escrow Agent. Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any amount held by it hereunder in good faith in accordance with the terms hereof, including, without limitation, any liability for any delays not resulting from its gross negligence or willful misconduct or any loss of interest incident to any such delays;

(iv) Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document which Escrow Agent in good faith believes to have been signed or presented by the proper party or parties;

(v) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection herewith, except its own bad faith, willful misconduct or gross negligence;

(vii) Escrow Agent makes no representation as to the validity, value, genuineness, or collectability of any security, document or instrument held by or delivered to it; and

(viii) No provisions of this Agreement shall require Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(b) Subject to the provisions of Section 3(d) hereof, if a controversy arises between one or more of the parties hereto as to whether or not or to whom Escrow Agent shall deliver the Escrow Deposit or as to any other matter arising out of or relating to the Escrow Deposit or this Agreement, Escrow Agent shall not be required to determine the same and shall not make any delivery of the Escrow Deposit but shall retain it until the rights of the parties to the dispute shall have finally been determined by written agreement among the parties in dispute or by final order of a court of competent jurisdiction; provided, however, that the time for appeal of any such final order has expired without an appeal having been made. Escrow Agent shall deliver the Escrow Deposit within two (2) business days after Escrow Agent has received written notice of any such agreement or final order (accompanied by an affidavit that the time for appeal has expired without an appeal having been made). Escrow Agent shall be entitled to assume that no such controversy has arisen unless it has received a written notice that such a controversy has arisen which refers specifically to this Agreement and identifies by name and address the adverse claimants in the controversy; provided, however, that Escrow Agent shall not be bound by any such notice unless it is received before Escrow Agent delivers the Escrow Deposit or takes any action that, but for the notice referred to in this sentence, is permitted hereunder. If a controversy of the type referred to in this paragraph arises, Escrow Agent may, in its sole discretion (but shall not be obligated to), commence interpleader or similar actions or proceedings for determination of the controversy.

3. Release of Escrow Deposit. Escrow Agent shall hold the Escrow Deposit until it delivers such Escrow Deposit as follows:

(a) If Escrow Agent receives one or more written notices jointly executed by Seller and Buyer stating that all or a portion of the Escrow Deposit shall be released to Seller or Buyer (as the case may be), Escrow Agent shall deliver such specified amount in accordance with such joint instructions on the date specified in such written notice, provided that Escrow Agent shall have received at least two (2) business days prior written notice.

(b) If Escrow Agent receives a written notice from Buyer stating that Buyer is entitled to all or a portion of the Escrow Deposit, Escrow Agent shall deliver or mail a copy thereof to Seller and, unless Escrow Agent has received a written notice of objection from Seller within ten (10) business days after the effective date of such delivery or mailing, Escrow Agent shall deliver the Escrow Deposit, together with any earnings thereon, to Buyer. If Escrow Agent so receives a written notice of objection from Seller, a controversy shall be deemed to have occurred for purposes of Section 2(b) hereof.

(c) If Escrow Agent receives a written notice from Seller stating that Seller is entitled to all or a portion of the Escrow Deposit, Escrow Agent shall deliver or mail a copy thereof to Buyer and, unless Escrow Agent has received a written notice of objection from Buyer within ten (10) business days after the effective date of such delivery or mailing, Escrow Agent shall deliver the Escrow Deposit, together with any earnings thereon, to Seller. If Escrow Agent so receives a written notice of objection from Buyer, a controversy shall be deemed to have occurred for purposes of Section 2(b) hereof.

(d) Escrow Agent shall, in addition, disburse the Escrow Deposit and earnings thereon in accordance with any order of a court of competent jurisdiction which shall be deemed to supersede the above provisions of this Section 3.

4. Successor Escrow Agent.

(a) Escrow Agent (and any successor escrow agent) may at any time resign by delivering thirty (30) days advance written notice to Seller and Buyer. Escrow Agent shall deliver the Escrow Deposit to any successor escrow agent jointly designated in writing by Buyer and Seller, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent shall take effect on the earlier of the appointment of a successor escrow agent or the date which is thirty (30) days after the date of delivery of Escrow Agent's written notice of resignation to the other parties hereto. In the event that a successor Escrow Agent has not been appointed at the expiration of such thirty (30) day period, Escrow Agent's sole responsibility hereunder shall be the safekeeping of the Escrow Deposit and to deliver such Escrow Deposit as may be specified in a written agreement signed by all the other parties to this Agreement or as any court of competent jurisdiction may order.

(b) If Escrow Agent receives a written notice from Seller and Buyer stating that they have selected another escrow agent, Escrow Agent shall deliver the Escrow Deposit to the successor escrow agent named in the aforesaid notice within ten (10) days.

5. Miscellaneous.

(a) This Agreement may be executed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be executed and exchanged by facsimile or electronic transmission with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

(b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No persons other than the parties hereto shall have any rights under or by reason of this Agreement.

(c) All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or on the date of receipt by the party to whom such notice is to be given addressed as follows (or at such other address for a party as shall be specified by like notice):

if to Seller: MBM Texas Valley, LLC
c/o Robert L. Reed
PO Box 1165
Spring Branch, TX 78070

if to Buyer: Rio Grande Bible Institute, Inc.
c/o Lawrence Windle
4300 S. US Hwy 281
Edinburg, TX 78539

if to Escrow Agent: John C. Trent, Esq.
Putbrese Hunsaker & Trent, P.C.
200 South Church Street
Woodstock, VA 22664

(d) The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

(e) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

(f) No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties hereto, and any waiver shall be effective only in the instance and for the purpose for which given.

(g) This Agreement shall be governed by and construed in accordance with the

laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

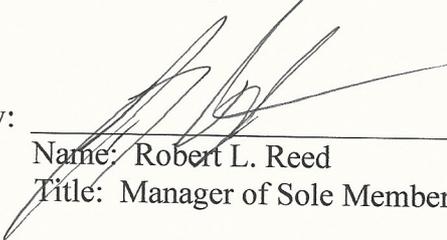
(h) This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(i) All Parties acknowledge that the Escrow Agent is acting as Escrow Agent as an accommodation to both Buyer and Seller. By execution of this Agreement, both Buyer and Seller acknowledge the potential for conflict but specifically waive any claim or right to make a claim against the Escrow Agent. Seller and Buyer agree that information conveyed to the Escrow Agent during the course and scope of Escrow Agent's duties, as Escrow Agent only, shall not be considered confidential by Seller and Buyer. Finally, Buyer and Seller agree that in the event there exists an actual controversy between Buyer and Seller, the Escrow Agent can interplead the Escrowed Funds, resign as Escrow Agent and represent Buyer with respect to the subject matter of the controversy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

SELLER: MBM Texas Valley, LLC

By: 
Name: Robert L. Reed
Title: Manager of Sole Member MB Revolution, LLC

BUYER: Rio Grande Bible Institute, Inc.

By: _____
Name: Lawrence Windle
Title: President

ESCROW AGENT: PUTBRESE HUNSAKER & TRENT, P.C.

By: _____
Name: John C. Trent. Esq.
Title: President

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SELLER: MBM Texas Valley, LLC

By: _____
Name: Robert L. Reed
Title: Manager of Sole Member MB Revolution, LLC

BUYER: Rio Grande Bible Institute, Inc.

By: *Lawrence B. Windle*
Name: Lawrence Windle
Title: President

ESCROW AGENT: PUTBRESE HUNSAKER & TRENT, P.C.

By: _____
Name: John C. Trent, Esq.
Title: President

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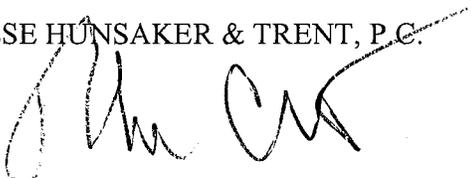
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By: _____
Name: Robert L. Reed
Title: Manager of Sole Member MB Revolution, LLC

BUYER: Rio Grande Bible Institute, Inc.

By: _____
Name: Lawrence Windle
Title: President

ESCROW AGENT: PUTBRESE HUNSAKER & TRENT, P.C.

By:  _____
Name: John C. Trent, Esq.
Title: President