

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of June 10, 2021 (“Effective Date”), by and between, **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit religious corporation (“Seller”) and **HI-LINE RADIO FELLOWSHIP, INC.**, d/b/a, Your Network of Praise, a Montana non-profit corporation (“Buyer”). Seller and Buyer shall each be referred to herein as a “Party” and shall collectively be referred to as the “Parties”.

WITNESSETH:

WHEREAS, Seller is the licensee of FM translator station K299AG, Rock Springs, Wyoming (Channel 299D, 107.7 MHz, FIN 71828) (the “Station”) pursuant to authorizations issued by the Federal Communications Commission (the “FCC”);

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain assets used in connection with the operation of the Station;

WHEREAS, FCC authorizations may be assigned only with the prior consent of the FCC;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.**

(a) At Closing (as hereinafter defined), Seller agrees to sell, transfer, assign, convey and deliver to Buyer and Buyer shall purchase and assume from Seller, free and clear of any liens other than liens for taxes not yet due and payable, the following assets used in connection with the operation of the Station (“Assets”), but excluding the Excluded Assets described in subparagraph (b) below:

(i) Seller’s equipment and other tangible personal property used in the transmission operations of the Station (the “Tangible Personal Property”) identified on Schedule 1 hereto;

(ii) The licenses, permits and other authorizations, including the FCC Authorizations (collectively, the “FCC Authorizations”), issued by the FCC, to Seller in connection with the operations of the Station, identified on Schedule 2 hereto; and

(iii) All of Seller’s interest in and to the lease or license (“Real Property License”) for the Station’s transmitter site, including any appurtenant easements and improvements located thereon, (“Licensed Property”), as further identified and described on Schedule 3 hereto and referred to herein.

(iv) any file, records or warranties related to the foregoing.

(b) Seller shall not sell, assign or transfer to Buyer any assets, of whatever kind or

nature, wherever located, which are held by Seller and used or useful in connection with the operations or ownership of any station other than the Station, including any privileges, rights, interests and claims associated therewith (the “Excluded Assets”) and specifically including, without limitation, the following:

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, leases, and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All deposits and all prepaid expenses and taxes;

(iv) Seller’s corporate records;

(v) Any tangible and intangible personal and real property owned by Seller which is not listed on Schedule 1 hereto, including the Airsis LEO equipment located at the Licensed Property which will be returned to Seller.

(c) Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement, except for any other liabilities of Seller for which Buyer receives a credit for under Section 2(b) (collectively, the “Assumed Liabilities”). All liabilities, except for the Assumed Liabilities, shall be retained by Seller and are referred to herein as the “Retained Liabilities”. Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller’s employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station’s employees, or (iii) any liability or obligation of Seller arising under any contracts related to the Station.

2. Consideration.

(a) Except for Buyer’s assumption of the Real Property License as described hereon and reimbursement of all of Seller’s legal costs to transfer the Station to Buyer (which reimbursement shall be made at Closing or within thirty (30) days of Seller’s submission of its costs to Buyer) (the “Sale Consideration”), Buyer is not paying any additional consideration to Seller to acquire the Assets.

(b) The Parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 12:01 a.m. local time of the Closing Date (defined below). The items to be prorated shall include, but not be limited to, power and utilities charges; FCC regulatory fees (of which there will be none); real property and personal property taxes

related to the Assets which shall be based upon the most recent tax bills and information available; and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

3. **FCC Consent; Assignment Application.** At a date not later than five (5) business days after the date hereof, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay. Each Party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur not later than ten (10) days following the date of which the FCC Consent shall have become a Final Order (as hereinafter defined) (the "Closing Date") and the conditions to closing set forth in Section 8 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application that 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 Closing shall be held by mail, facsimile, or electronic mail, as the Buyer and Seller may agree.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby and thereby do not conflict with any organizational documents of Seller; any other agreement or understanding to which Seller is a party; any law, judgment, order, or decree to which Seller is subject; or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned by Seller that shall be transferred to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. The Tangible Personal Property shall be conveyed to Buyer in "as-is, where-is" condition and Seller makes no additional representations or warranties regarding the condition of the Tangible Personal Property.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations that are required by the FCC to operate the Station. The FCC Authorizations are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, except such conditions as are stated on the face thereof. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorizations other than proceedings to amend FCC rules of general applicability, and Seller has no knowledge of any such action at the FCC and no reason to believe that such an action may be sought from the FCC by any third party. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller with respect to the FCC Authorizations by or before the FCC.

(e) Schedule 3 hereto contains a true and complete list of the Real Property License for the transmitter site for the Station. Seller has a valid leasehold interest in the Real Property License. The Real Property License is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity. Seller is not (and to Seller's knowledge, the licensor of the Real Property License is not) in material breach or default under the terms of the applicable Real Property License.

(f) 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 transaction 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.

(g) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer; any other agreement or understanding to which Buyer is a party; any law, judgment, order or decree to which Buyer is subject; or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

(c) Buyer is legally, financially and technically qualified to acquire and become the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as

amended and the rules, regulations and policies of the FCC (collectively, the “Communications Law”). There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Authorizations or as the owner and operator of the Station. No waiver of any FCC rule or policy with respect to Buyer, its business or operations, is necessary for the FCC Consent to be obtained. Buyer has and will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby.

(d) There is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Buyer.

(e) 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 other such statement not misleading to Seller to the best of Buyer’s knowledge.

7. **Covenants.** Buyer and Seller hereby further covenant and agree as follows:

(a) 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 the Parties’ representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement, and provided that no provision of this Agreement shall restrict the Buyer’s ability to produce this Agreement in response to a lawful request.

(b) Buyer shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the Station’s licensee.

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

- (i) Seller shall continue to operate and maintain the Station and Assets in material compliance with all applicable laws, rules, and regulations, including the Communications Laws.
- (ii) Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

- (i) Buyer shall have performed and complied in all material respects with

all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted and become a Final Order; and

(iv) Buyer shall have delivered to Seller on the Closing Date, the documents and payments required to be delivered pursuant to Section 9(b).

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted and become a Final Order;

(iv) The FCC Authorizations shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, or refuse to renew any of such FCC Authorizations; and

(v) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

9. **Closing Deliveries and Post-Closing Deliveries**

(a) 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:

(i) A bill of sale, executed by Seller, transferring title to the Tangible Personal Property to Buyer ("Bill of Sale");

(ii) An instrument of assignment and assumption, executed by Seller, assigning the FCC Authorizations to Buyer ("FCC Assignment");

(iii) An instrument of assignment and assumption, executed by Seller, transferring to Buyer the rights and obligations of Seller pursuant to the Real Property License ("Real Property License Assignment");

(iv) A certificate executed by Seller that the conditions set forth in Section 8(b)(i) and 8(b)(ii) have been satisfied by Seller as of the Closing Date;

(v) If required under any Real Property License, written consent of the licensor to the assignment of the Real Property License from Seller to Buyer;

(vi) A closing statement, executed by Seller; and

(vii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The Sale Consideration (unless Seller intends to invoice Buyer for such costs after Closing);

(ii) The Bill of Sale, executed by Buyer;

(iii) The FCC Assignment, executed by Buyer;

(iv) The Real Property License Assignment, executed by Buyer;

(v) A certificate executed by Buyer that the conditions set forth in Section 8(a)(i) and 8(a)(ii) have been satisfied by Buyer as of the Closing Date;

(vi) A closing statement, executed by Buyer; and

(vii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

10. **Indemnification.** Each Party agrees to indemnify the other for its breach of any representations, warranties and covenants contained herein. The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire twelve (12) months after the Closing Date. Notwithstanding the foregoing, the maximum that Buyer may recover by indemnification or otherwise from Seller for post-closing claims shall be limited to the amount of Sale Consideration received by Seller.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the Party seeking to terminate is not in default or breach of any of its material obligations under this Agreement upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other Party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of

breach from the non-breaching Party; or (ii) if the Assignment Application is denied by the FCC and such denial shall have become a Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement, or (iv) by Seller, if the Closing has not occurred within 12 months of the date hereof.

(b) If Closing does not occur and this Agreement is terminated by Seller pursuant to Section 11(a) on account of Buyer's breach, then the Seller shall receive the lesser of (i) Seller's legal costs through the termination or (ii) Five Thousand Dollars (\$5,000) as liquidated damages. Payment of such amount shall be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a consequence of Buyer's breach of default under this Agreement. The Parties understand and agree that the amount of liquidated damages represents Seller's and Buyer's reasonable estimate of actual damages and does not constitute a penalty. If this Agreement is terminated for any reason other than by Seller or Buyer pursuant to Section 11(a), neither Party shall have any liability to the other with respect to this Agreement from and after the termination date.

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

12. **Risk of Loss.** Seller shall bear the risk of any loss of or damage to any of the Assets at all times until the Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

13. **Notices.** 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 refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a Party as shall be specified by like notice):

If to Seller, to:

Educational Media Foundation
5700 West Oaks Blvd.
Rocklin, CA 95765
Educational Media Foundation
Attn.: Shaine Grieshaber
Email: SGrieshaber@kloveair1.com

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

Paige Fronabarger, Esq.
Wilkinson Barker Knauer LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Email: pfronabarger@wbklaw.com

If to Buyer, to:

Roger Lonnquist
Hi-Line Radio Fellowship, Inc.
P.O. Box 4218
Helena, MT 59604
ynopfm@gmail.com

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

[*]

14. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming, without giving effect to the choice of law principles thereof.

15. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Delivery of a manually or digitally executed signature page of this Agreement and/or transmission of such signature page by facsimile or in a .pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

17. **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.

18. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may voluntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other Party.

19. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the Parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by Parties.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

**HI-LINE RADIO FELLOWSHIP, INC.
D/B/A NETWORK OF PRAISE**

By: 
Name: Roger Lonquist
Title: Network General Manager

SELLER:

EDUCATIONAL MEDIA FOUNDATION

By: 
Name: Janet cherry
Title: COO

SCHEDULE 1

Tangible Personal Property

- Transmit Antenna- JLCP-1 bay and associated RFS ½” foam coax
- Receive Antenna- CLFM-RX and associated RFS ½” foam coax
- Filter- Shively Labs 2914-3
- Transmitter- Crown FM 250T

SCHEDULE 2

FCC Authorizations

Main Station K299AG, Rock Springs, Wyoming

Facility ID Number 71828

Educational Media Foundation

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	K299AG	BLFT- 20160708ACP	7/18/2016	October 1, 2021

SCHEDULE 3

Real Property License#

Schedule- Tower Space License executed as of July 5, 2016 in furtherance of the Master Tower Space License Agreement dated October 18, 2001 (as amended) between American Tower Corporation and Educational Media Foundation for the following Site:

ATC Site Name: Rock Springs 89248/532922

Site Address: 4.5m Northeast of Hwy 1914 m NE, Plain Min Rock Springs, WY 82901

EMF Site: 71828-1203 K299AG – Rock Springs, WY