ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of August 4, 2022, between **Fresh Life Church, Inc.** ("Seller") and **CSN International, Inc.** ("Buyer").

RECITALS

WHEREAS, Seller owns and operates radio broadcast station KYWH-FM at Lockwood, Montana, designated as Facility ID Number 93512 and associated FM translator station K296EM at Billings, Montana, designated as Facility ID Number 71835 (hereinafter "the Stations").

WHEREAS, Seller owns or holds certain tangible and intangible assets, including certain licenses, permits and authorizations issued by the Federal Communications Commission (the "FCC"), used or useful in the operation and ownership of the Stations.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of Seller used in the ownership and operation of the Stations.

WHEREAS, the acquisition of the Stations is subject to prior approval of the Federal Communications Commission ("FCC").

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

1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following assets of Seller that relate to the ownership and operation of the Stations, together with all rights and privileges associated with such assets and with the ownership of the Stations as follows (collectively the "Purchased Assets"):

(a) Licenses, Permits and Authorizations. All licenses, permits, and authorizations issued or granted by the FCC to Seller for the operation of the Stations or used in connection with the operation of the Stations described in Schedule 1.1(a) attached hereto (the "FCC Authorizations"), and all other licenses, permits and authorizations issued to Seller by any other governmental entity in connection with the ownership and operation of the Stations (collectively with the FCC Authorizations, the "Licenses");

(b) Tangible Personal Property. The items of tangible personal property owned, by Seller that are used in operation of the Stations which are described or listed in Schedule 1.1(b) attached hereto;

(c) Books and Records. All of Seller's rights in and to the Stations' public files (excluding records relating to any Excluded Asset (as hereinafter defined));

(d) Tower Site Lease Agreement. An assignment of that certain Tower Lease Agreement by and between Seller and Iceland, as described in Schedule 1.1(d) hereto, to Buyer without any material conditions adverse to Buyer.

(e) Certain Contracts. Seller shall assign to Buyer, and Buyer shall assume and perform under, such other contracts and agreements as are set forth in Schedule 1.1(e); and

(f) Intangible Personal Property. The items of intangible personal property owned, leased or held by Seller and used in connection with operation of the Stations which are described or listed in Schedule 1.1(f) attached hereto.

1.2 Excluded Assets. It is understood and agreed that the following assets (the "Excluded Assets") shall not be included among the Purchased Assets and shall not be acquired by Buyer as part of the transactions provided for herein:

(a) Cash. Any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of Seller and all other accounts receivable, bank deposits and securities held by Seller in respect of the Stations at the applicable Transfer Date.

(b) Tax Refunds. Any claims, rights and interests in and to any refunds of taxes for periods prior to the Closing Date;

(c) Company Records. All records relating to the Excluded Assets described in this Section 1.2 and to Seller's accounts payable and general ledger records;

(d) Insurance, etc. Any insurance policies and proceeds thereof, promissory notes, bonds, certificates of deposits or other similar items and cash surrender value in regard thereto, and any claims against insurers;

(e) Benefit Plans. Any pension, profit-sharing, or employee benefits plans;

(f) Miscellaneous Contracts. Any agreements not included among the Contracts listed on Schedule 1.1(d) or Schedule 2.1;

(g) Financial Records. All of Seller's tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Seller

is required by law to retain, and all records of Seller relating to the sale of the Purchased Assets; and,

(h) Excluded Software. All Software that is: (i) licensed to or owned by Seller, (ii) used enterprise-wide by Seller (e.g., Microsoft Office); or (iii) Seller is unable by the terms of a license to be transferred to Buyer (collectively, "Excluded Software").

(i) Excluded Intangible Assets. All patents, patent applications, trademarks, tradenames, service marks, and copyright registrations or copyright applications, trade secrets, domain names and any other intellectual property or intangible assets (e.g., jingles, slogans and other promotional material), in each case, that are used in connection with any business unit of Seller or any affiliate of Seller (excluding the Stations) (collectively, "Excluded Intangible Assets").

(j) Corporate Records. Seller's corporate records except the Books and Records of the Stations.

(k) Other. The items of property listed in Schedule 1.2.

2. ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. Buyer agrees to assume and timely perform all obligations and liabilities related to the Purchased Assets arising on or after the Closing Date. No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller. Attached hereto as **"Schedule 2.1"** is a list of all new or pre-existing contracts, agreements and obligations relating to the operation of the Stations that Buyer agrees to execute or assume at Closing. Prior to Closing, both Seller and Buyer agree to take all actions that are necessary to obtain any consents necessary for the assumption of such obligations so that such matters may be effectuated at or before the Closing. However, should any such contract not be validly assigned and Buyer not receive the full benefit of all of Seller's rights under it, Buyer shall (i) assume Seller's liabilities only to the extent Buyer obtains such rights and benefits, or (ii) have the right to terminate this Agreement without penalty.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1 and Schedule 2.1 of this Agreement, Buyer is not assuming any liabilities of Seller, and all such liabilities shall be and remain the responsibility of Seller.

3. PURCHASE PRICE; PAYMENT; ALLOCATION

3.1 Purchase Price and Method of Payment. The purchase price for the Stations is Seventy Thousand Dollars ($70,000), which shall be paid by Buyer to Seller in the