

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made this 25th day of April, 2023, by and between Lee Family Broadcasting, Inc., hereinafter referred to as ("Seller"), and CSN International, Inc., hereinafter referred to as ("Buyer").

WITNESSETH:

WHEREAS, Seller holds a Federal Communications Commission ("FCC") license for FM radio broadcast station KXCD (Facility ID No. 164259) (the "FCC License"), Fairfield, Idaho (hereinafter "the Station");

WHEREAS, subject to the terms and conditions set forth herein, Seller agrees to assign to Buyer and Buyer agrees to acquire from Seller, all rights, title and interest in and to the FCC License and any other asset set forth in Section 1.1(a) below;

WHEREAS, pursuant to the provisions of FCC Rule Section 73.3517 and the terms of this Agreement, Seller will consent to Buyer's timely filing of a license modification application to convert the KXCD broadcast license to noncommercial educational status and a facility modification application to change the Station's transmitting location to a new site with both of such applications and any resulting FCC construction permits contingent upon consummation of this Agreement for assignment of the FCC License as provided in Section 73.3517; and

WHEREAS Buyer desires to operate, and agrees to operate the station as a non-commercial educational station under the FCC's rules for such stations.

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

ARTICLE I SALE AND PURCHASE

Section 1.1(a) Assets to be Assigned. Subject to the terms and conditions herein contained, and subject to the prior consent of the FCC, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date the FCC License for the Station listed on attached Exhibit No. 1 used by Seller for the operation of the Station, and any of Seller's right, title and interest in and to the call sign "KXCD" to the extent permitted by the FCC and goodwill, if any, associated with the foregoing.

Section 1.1(b) Excluded Assets. The excluded assets, which shall not be included in the Section 1.1(a) Assets to be Assigned, are: (a) cash, cash equivalents, accounts receivable and prepaid expenses; (b) the Seller's arrangement for Seller's use of the Station's existing antenna, transmitter, tower site; and (c) the transmitter, antenna, and other equipment of any type used for Seller's operation of the Station; (c) any assets set forth in Schedule 1.1(b) and as well as other assets not set forth in Section 1.1(a) (collectively, the "Excluded Assets").

Section 1.2 (Purchase Price). The purchase price to be paid for the Assets to be Assigned is Seventy Five Thousand Dollars (\$ 75,000.00) (the "Purchase Price"), subject to adjustment as provided herein. Buyer shall make payment in full of the Purchase Price on the Closing Date by wire transfer to Seller's bank account or bank cashier's check payable to Seller. The Buyer understands that the Purchase Price agreed to by Seller in this Agreement is based upon the Buyer's non-profit corporation, religious status and commitment to operate the Station with status as a non-commercial educational Station on its licensed frequency of 93.5 MHz and accordingly if in the future the Buyer operates the Station on a for-profit basis with status as a commercial station or files an FCC application for assignment of the Station's FCC License to an entity [or individual(s)] which plan to or operates the Station with status as a commercial entity, then in that event, Buyer shall pay to Seller within thirty (30) days' of such change to commercial status by Buyer or filing of an assignment application to a for-profit entity [or individual(s)] which plan to or operate the station with commercial status, as an addition to the Purchase Price, the additional sum of Seventy Thousand Dollars (\$70,000.00) by wire transfer to Seller's bank account or bank cashier's check payable to Seller, so that the total amount of the adjusted Purchase Price will be One Hundred Forty-Five Thousand Dollars (\$145,000.00), (the "Adjusted Purchase Price").

Section 1.3 (Closing). Closing shall take place at a mutually agreeable place and time, not more than five (5) business days subsequent to the date that FCC Consent has become a Final Order and not subject to review or reconsideration by the FCC or by any court, provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the FCC Consent has become a Final Order, as defined below. If a pre-finality Closing Date is established, Buyer and Seller will execute an unwind agreement containing terms mutually satisfactory to the parties. The date on which the Closing is to occur is referred to herein as the "Closing Date" or "Closing."

Section 1.4 (Final Order). "Final Order" means an Order of the FCC granting its consent and approval (the "FCC Consent") to the assignment of the FCC License and any related authorizations from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, as amended, or the Rules and Regulations of the FCC.

Section 1.5 (Legal Notice). Upon the filing of the FCC assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such Public Notice concerning the filing as is required by the FCC Rules in Section 73.3580. If requested by Buyer, Seller shall provide Buyer with evidence of Seller's compliance with the Public Notice requirements.

Section 1.6 (Liabilities to be Assumed). Buyer agrees to assume and timely perform all obligations and liabilities related to the FCC License and any other Asset to be Assigned listed in Section 1.1(a) arising on or after the Closing Date. No expense, debt or liability of Seller, of any nature whatsoever relating to Seller's operation of the Station, shall be assumed by Buyer unless said assumption is expressly set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller.

Section 1.7 (Liabilities Not to be Assumed). Except as and to the extent specifically set forth in Section 1.6 and Exhibit No. 2 of this Agreement, Buyer is not assuming any liabilities of Seller, and all such liabilities shall be and remain the responsibility of Seller.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby warrants as follows:

Section 2.1 (Authorizations). Seller is the lawful holder of the FCC License for the Station as referenced herein. The Station's License is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired. There is no, pending or threatened, action by or before the FCC to revoke, suspend, cancel, rescind or modify the FCC License and there is not now issued or outstanding or pending or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or the FCC License. Seller is duly organized as a corporation in the State of Idaho. All actions necessary to be taken by or on behalf of Seller in connection with approval of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with and subject to its terms.

Section 2.2 (Litigation). Seller is aware of no litigation, proceeding or investigation whatever, pending or threatened, against or relating to Seller, its business, the Station or the FCC License to be transferred hereunder and Seller knows of no reason why the FCC would not find it qualified to assign the FCC License.

Section 2.3 (Liens). Seller will deliver the Assets to be Assigned referenced in Section 1.1(a) herein at Closing free and clear of all debts, liens and other encumbrances, or claims.

Section 2.4 (No Other Warranty). Seller makes no warranty other than as stated expressly herein.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

Section 3.1 (Authority). Buyer has the requisite power to enter into this Agreement and complete the subject transactions contemplated by the Agreement. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the subject transactions under this Agreement will: (a) conflict with or violate the certificate of incorporation, bylaws or operating agreement of Buyer; or (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer. Buyer is duly organized as a non-profit corporation in the State of Idaho and all corporate actions necessary to be taken by or on the part of Buyer in connection with this Agreement and the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms.

Section 3.2 (Buyer's Qualifications). Buyer is, to its legally, financially, and otherwise qualified to obtain FCC approval to acquire and hold the FCC License as a non-commercial educational licensee, to operate the Station as a non-commercial educational station, and to consummate the transaction contemplated herein according to the terms of this Agreement, and Buyer knows of no reason why the FCC would not find it qualified as the licensee of the FCC License as a non-commercial educational licensee.

Section 3.3 (Litigation). Buyer is aware of no litigation, proceeding or investigation whatever, pending or threatened, against or relating to Buyer, its business, its shareholders and principals which may cause the FCC not find it qualified to be the assignee of the FCC License.

Section 3.4 (No Other Warranty). Buyer makes no warranty other than as stated expressly herein.

ARTICLE IV COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of the Closing:

Section 4.1 (Maintaining the FCC License). Seller shall take reasonable steps to maintain the Station's FCC License in full force and effect with the understanding that such maintenance is qualified as subject to weather, an Act of God or force majeure event or other cause beyond its control affecting the foregoing and causing Seller to be unable to accomplish such maintenance to ensure the FCC License is in full force and effect, and shall timely file necessary documents and take reasonable steps to prosecute the application with the FCC to assign the FCC License to Buyer (the "FCC Assignment Application"). Seller will additionally deliver to Buyer, within ten (10) business days after filing, copies of any reports, applications or responses to the FCC related to the Station's license which are filed during the period between the date of this Agreement and the Closing Date which are not part of the Station's FCC online Public File available for review by Buyer.

Section 4.2 (Notice of Proceedings). Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

Section 4.3 (Consummation of Agreement). Seller shall in a timely fashion use all reasonable efforts to consummate the FCC Assignment Application upon issuance of a Final Order of the FCC Consent pursuant to the timetable set forth in Section 1.3.

ARTICLE V COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

Section 5.1 (Prosecution of FCC Application and Consummation of Agreement). Buyer shall timely file necessary documents and take reasonable steps to prosecute the FCC Assignment Application with the FCC to assign the FCC License to Buyer. Buyer shall in a timely fashion use all reasonable efforts to consummate the FCC Assignment Application upon issuance of a Final Order of the FCC Consent pursuant to the timetable set forth in Section 1.3, including without limiting the foregoing the payment of the Purchase Price and after Closing subject to approvals to modify the Station as described in Section 5.2, to operate the Station as a non-commercial educational station on 93.5 MHz, the frequency specified in the FCC License, or another frequency provided such other frequency does not interfere with or propose a change of frequency of any existing station of Seller.

Section 5.2 (Filing and Prosecution of Applications for Modification of the FCC License and for

Change in Status of the FCC License from Commercial to Non-Commercial Status).

- (a) Pursuant to the provisions of Section 73.3517 of the FCC's rules, concurrently with the filing of the FCC Assignment Application, Buyer will file: (i) an application with the FCC to modify the FCC License to convert the FCC License to noncommercial educational status to enable the Station to operate as a non-commercial educational station; and (ii) an application with the FCC to modify the FCC License to change the Station's transmitting location to a new antenna, transmitter, tower site. Such modification will seek to operate the Station as a non-commercial educational station on 93.5 MHz, the frequency specified in the FCC License; however, if another frequency is proposed by Buyer, such other frequency shall not interfere with or propose a change of frequency of any existing station of Seller. Both of the foregoing applications and any resulting FCC construction permits shall be contingent upon consummation of this Agreement as provided in Section 73.3517.
- (b) The Buyer shall pay all costs and expenses of any type or nature with respect to the modification applications described in (a) of this Section 5.2 and any construction of facilities pursuant to any construction permits issued by the FCC as to the modification of the FCC License and subsequent applications for licenses to cover the construction permits.
- (c) The Buyer shall take all reasonable steps to prosecute the modification applications described in (a) of this Section 5.2 toward approval of the modification applications simultaneously with the FCC Consent for approval of the FCC Application for Assignment of the FCC License.

Section 5.3 (Notice of Proceedings). Buyer will promptly notify Seller in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

ARTICLE VI
FCC ASSIGNMENT APPLICATION

Section 6.1 (Application). Both parties hereto agree to prepare and submit the requisite application to the FCC for consent to the assignment of the Station's license (the "FCC Assignment Application") within ten (10) business days after executing this Agreement. Since Buyer is a noncommercial licensee and proposes to convert the Station to noncommercial educational status, there should be no FCC filing fee payment required for the license assignment application. However, should the FCC ultimately assess a filing fee, Buyer shall submit such payment to the FCC and receive a credit for half of that amount on payment of the Purchase Price due at Closing.

ARTICLE VII
CLOSING DOCUMENTS AND CLOSING CONDITIONS

Section 7.1 (Seller's Deliveries). At the Closing, Seller shall deliver to Buyer a written Bill of Sale for any Assets to be Assigned in Section 1.1(a) and assignment of the FCC License Seller shall also deliver upon request of Buyer certified copies of resolutions, duly adopted by all members of the Board of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the sale and assignment. Seller shall also execute such other assignments or other instruments as may be reasonably required to effectuate this Agreement and the assignment of the FCC License and Assets to be Assigned in Section 1.1(a) from Seller to Buyer.

Section 7.2 (Buyer's Deliveries). At the Closing, Buyer shall deliver to Seller the Purchase Price, which shall be paid in the manner specified in Section 1.2. Buyer shall also deliver upon request of Seller certified copies of resolutions, duly adopted by all members of the Board of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement, and the consummation of the sale and assignment pursuant to this Agreement. Buyer shall also execute such other assignments, or other instruments as may be reasonably required to effectuate this Agreement and the assignment of the FCC License and Assets to be Assigned in Section 1.1(a) from Seller to Buyer.

Section 7.3 Seller Closing Conditions:The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

Closing Deliveries. Buyer shall have made, or be ready, willing, and able to concurrently make, the Closing deliveries described in Section 7.2.

FCC Consent. The FCC Consent shall have been obtained and be a Final Order, and no court or governmental order prohibiting Closing shall be in effect.

The Applications for Modification of the FCC License and for Change in Status of the FCC License from Commercial to Non-Commercial Status filed by Buyer as described in Section 5.2 shall have been approved by the FCC and the approvals have become a Final Order.

Section 7.4. Buyer Closing Conditions

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

FCC Consent. The FCC Consent shall have been obtained and be a Final Order, but the Buyer may waive the requirement that the grant be a Final Order. Additionally, no court or governmental order prohibiting Closing shall be in effect.

The Applications for Modification of the FCC License and for Change in Status of the FCC License from Commercial to Non-Commercial Status filed by Buyer as described in Section 5.2 shall have been approved by the FCC and the approvals have become a Final Order.

ARTICLE VIII REMEDIES

Section 8.1 (Specific Performance and Limitation on Damages). In the event of failure and default under this Agreement by either party to comply with the terms of this Agreement to consummate the Agreement, the other party shall be entitled, in lieu of an action for damages, to seek a decree of specific performance requiring compliance with this Agreement and injunctive relief. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of specific performance as a remedy. In lieu of specific performance with respect to any action for damages at law or in equity, such damages shall be limited to actual out of pocket expenses of the non-defaulting party up to a total of Ten Thousand Dollars (\$10,000.00), and neither party shall be entitled to recover or make a claim for any increased amount or amounts in respect of consequential, incidental, indirect, punitive or similar damages.

ARTICLE IX MISCELLANEOUS

Section 9.1 (Notices). All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by facsimile or telecopy to the addresses below, on the date of such confirmed facsimile or telecopy transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, or by deposit in accordance with this Section of a change of address or change of telecopy number:

If to Buyer: Michael Kestler, President
CSN International, Inc.
P.O. Box 391
Twin Falls, ID 83303

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

Cary S. Tepper
Tepper Law Firm, LLC
4900 Auburn Avenue
Suite 100
Bethesda, MD 20814-2632

If to Seller: Kim Lee, President
Lee Family Broadcasting, Inc.
47 North 100 West
Jerome, ID 83338

With copy (which shall not constitute notice) to:

M. Scott Johnson
Smithwick & Belendiuk, PC
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016

Section 9.2 (Strict Compliance). No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligations and no custom or practice of the parties at variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one party of any particular default by the other party shall not affect or impair a party's rights with respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.

Section 9.3 (Termination). This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller, if the FCC has denied the approvals contemplated by this Agreement in an order which has become a Final Order; (c) by Buyer or Seller, if the FCC has failed to grant the FCC Consent to assignment of Station's license which has become a Final Order within twelve (12) months of the date of filing of the FCC Assignment Application by giving the other party two (2) weeks prior written notice of such intent, with notice as required by Section 9.1 (Notices) above; provided that the FCC has not granted the

FCC Consent which has become a Final Order during that two-week interim period, and provided further that the party seeking cancellation is not in material breach of this Agreement, and provided further that the FCC's failure to approve the assignment of the Station's license in an FCC Consent is not caused by a wrongful action or inaction solely of either party hereto which is a material breach or material default under this Agreement, which action or inaction shall additionally be deemed a material breach and default under this Agreement by such party. If the FCC's failure to approve the assignment of the Station's license is due to actions or inactions of both parties, either party may terminate this Agreement. Any party in material breach or material default shall be provided written notice of such material breach or default and afforded twenty (20) days (the "Cure" period) to cure such material default or breach.

Section 9.4 (Entire Agreement). This Agreement, together with all Exhibits and Schedules attached hereto, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and cancels and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control any course of performance and/or usage of trade inconsistent with any of the terms hereof.

Section 9.5 (Counterparts). This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Section 9.6 (Brokers). Each party represents and warrants that no person or party brokered this transaction, and that neither the Seller nor Buyer has an obligation to pay a broker's fee upon the consummation of this transaction.

Section 9.7 (Assignment & Governing Law). Neither party shall assign or transfer this Agreement to another entity or individual other than in a pro forma assignment or transfer to an entity controlled by or under common control by such party, unless the other party has consented to any such assignment or delegation in writing, which consent shall not be unreasonably denied, provided however, in the event of such assignment or transfer the assigning or transferring party shall remain fully liable for its obligations hereunder. This document shall be binding on the heirs, successors and assigns of the parties hereto and shall be construed exclusively by the laws of the State of Idaho. Any dispute arising from this Agreement shall be resolved only in the courts of or in the State of Idaho, with venue in courts with jurisdiction in Twins Falls, Idaho, without giving effect to principles of conflicts of laws.

Section 9.8 (Jointly Drafted). This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.

Section 9.9 (Intent of Parties). It is the express intent of the parties hereto at the time of the execution of this Agreement that the representations, warranties and covenants of each party shall be true and correct as of the date of Closing. Upon Closing, this Agreement will terminate and the parties will not thereafter be obligated to one another under this Agreement with the exception of Section 1.2 as to the Adjusted Purchase Price, Section 5.1 covenants of Buyer as to modification and operation of Station, Section 9.12 (73.1150 Statement) with a right of first refusal, and Section 9.13 (Possession and Control of Station, which shall survive Closing indefinitely, and 9.14 Indemnification, which shall survive Closing for six (6) months. Any agreements or discussions between the parties, written or oral, are merged herein.

Section 9.10 (Time is of the Essence). Both parties hereby acknowledge and agree that time is of the essence with regard to the performance and consummation of this Agreement.

Section 9.11 (Buyer's Modification of the Station's Facilities & License).

Pursuant to the provisions of FCC Rule Section 73.3517, Seller agrees and consents to allow Buyer to timely file a license modification application to convert the Station to noncommercial educational status, and a separate application to modify the Station's facilities to specify a new transmitter, antenna, tower site as described in Section 5.2 above with any such modifications expressly conditioned upon consummation of this Agreement. The parties acknowledge that as the referenced license modification applications will be filed simultaneously with the FCC Assignment Application so that the modification applications should be granted concomitantly by the FCC with the FCC Assignment Application and that grant of the license modification applications are a prerequisite to Buyer proceeding to Closing. All costs and expenses of any type or nature associated with the preparation of any such license modification application and facilities modification application and any subsequent construction and licensing of such facilities shall be paid by Buyer.

Section 9.12 (Section 73.1150 Statement). Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Station's license, no right to the reassignment of the Station's license in the future, and has not reserved the right to use the facilities of the Station in the future for any reason whatsoever. Provided however consistent with FCC policies, if a third party, an entity or individual unrelated to Buyer, makes an bona fide offer to Buyer for assignment of the FCC License and any related assets which Buyer desires to accept, the Buyer will provide the Seller herein written notice of such offer and Seller shall have ten (10) business days to provide Buyer written notice that Seller elects to match such offer. In the event Seller provides such notice, Buyer and Seller will enter into a mutually agreeable asset purchase agreement and file an application with the FCC for consent for the assignment within thirty (30) days of Seller's written notice, otherwise the Buyer may proceed with an agreement with the third party in which event, the Adjusted Purchase Price shall be applicable under the circumstances set forth in Section 1.2.

Section 9.13 (Possession and Control of Station). Between the date of this Agreement and the Closing Date, Buyer shall not control the operation of the Station, and such operation shall be the ultimate responsibility of Seller. Upon notice to Seller of no less than three (3) business days, or added reasonable time if necessary, providing Seller time to coordinate Buyer's access with the transmitter, antenna, tower site owner, Buyer shall be entitled to reasonable inspection of, and access to, the premises and assets, and to notice of any unusual operating problems or developments known to Seller which are contrary to Seller's representations and warranties herein with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. It is further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation of the Station.

Section 9.14 (Indemnification). Subject to the terms and conditions of this Agreement, each party hereby agrees to indemnify, defend and hold harmless the other party, and its directors, officers, employees, and members from and against all Claims asserted or instituted by any third party not connected in any manner with the party seeking indemnity or a governmental entity (collectively "Third-Party Claims") against the party and all Losses incurred by the party (the "indemnified party") as a result of such Claims, directly or indirectly, by reason of, or resulting from:

(a) the material inaccuracy or breach of any representation or warranty of the other party (the "indemnifying party") in this Agreement;

(b) the breach of any material covenant of the other party contained in this Agreement;

(c) any Third-Party Claim brought by or on behalf of any broker or finder retained, employed or used by the other party or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein whether or not disclosed herein;

(d) any Third-Party Claim with respect to the ownership or operation of the Station, the FCC License or the Section 1.1(a) Assets to be Assigned by the other party including, without limitation, any liabilities arising under the FCC License; or

(e) any Third-Party Claim, whether arising before or after the Closing Date, with respect to any of the liabilities that are the responsibility of the other party.

As used in this Article 9.16, the term "Claim" shall include all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid, and the term "Losses" shall include: (i) all liabilities; (ii) all losses, damages, judgments, awards, penalties and settlements; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and reasonable and prudent expenses of attorneys investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

Indemnification Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, Claim or assertion of liability by third parties that is subject to indemnification.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise, or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

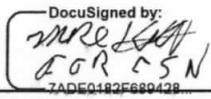
(The signatures of the parties are on the next page.)

(Signature page to Asset Purchase Agreement)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this Asset Purchase Agreement as of the date written above.

BUYER:

CSN INTERNATIONAL, INC.

By:  _____
Michael Kestler, President

SELLER:

LEE FAMILY BROADCASTING, INC.

By: _____
Kim Lee, President

(Signature page to Asset Purchase Agreement)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this Asset Purchase Agreement as of the date written above.

BUYER:

CSN INTERNATIONAL, INC.

By: _____
Michael Kestler, President

SELLER:

LEE FAMILY BROADCASTING, INC.

By:  _____
Kim Lee, President

Exhibit No. 1

Licenses and Permits

Current FCC Licenses, Authorizations
and Pending Technical Authorizations For
KXCD-FM @ Fairfield, Iowa

Lee Family Broadcasting, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KXCD	0000204878	12/23/2022	10/1/2029
Broadcast Renewal	KXCD	0000148258	6/15/2022	10/1/2029

Pending Technical Applications

Application	Call Sign	FCC File Number	PN Date
None			

Broadcast Auxiliary Station

Type of Authorization	Call Sign	Issue Date	Expiration Date
None			

Exhibit No. 2

List of Contracts to be Assigned & Assumed

NONE