

## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, entered into as of this 12th day of July, 2023, by and between Sound in Spirit Broadcasting, Inc. ("Seller") and CSN International, Inc. ("Buyer").

### **WITNESSETH:**

WHEREAS, Seller is the owner, operator, and licensee of FM Translator Station W209CH (Facility ID No. 152831) at Quincy, Illinois (hereinafter referred to as "the Station") and,

WHEREAS, Buyer desires to acquire certain assets and rights used, useful or intended to be used, in the business and operation of the Station, and to secure an assignment of the license and other authorizations issued by the Federal Communications Commission ("FCC") for the operation of the Station, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing of the sale and purchase of the Station pursuant to this Agreement (the "Closing") shall take place within ten (10) business days after the date that the FCC Consent (defined below) is initially granted or, in the event an objection to the FCC Application is filed, becomes a Final Order (defined below). The date on which Closing is to occur is referred to herein as the "Closing Date." In the event Closing takes place prior to the FCC Consent becoming a Final Order, the parties may execute an Unwind Agreement at Closing.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the Station's licenses and 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, or the Rules and Regulations of the FCC.

**2. SALE AND TRANSFER OF ASSETS:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer good and marketable title, free and clear of all liens, encumbrances, taxes, claims, options, liabilities, commitment, charges,

restrictions, and other obligations of whatsoever nature, the FCC licenses and authorizations listed on Exhibit No. 1 hereto, and the broadcast equipment assets listed on Exhibit No. 2 hereto.

### **3. PURCHASE PRICE, METHOD OF PAYMENT AND TERMS, ALLOCATION**

The total consideration to be paid by Buyer to Seller pursuant to this Agreement is Twenty Thousand Dollars (\$20,000.00), which shall be paid in full at Closing in the form of a wire transfer or bank check.

### **4. PRORATIONS AND ADJUSTMENTS; ASSUMED CONTRACTS; ACCOUNTS RECEIVABLE:**

a) All insurance premiums, taxes, assessments, excises, sales commissions, rents, utility and telephone charges, and all other liabilities (to the extent any such liabilities are assumed by Buyer as of the Closing Date), expenses or charges to the Seller with respect to the Station shall be prorated as of the Closing Date, and those items accruing prior to the Closing Date shall be paid when due by the Seller and those accruing thereafter which Buyer agrees to accept shall be paid when due by the Buyer.

(b) All insurance premiums, taxes, rents, deposits, payments on contracts to be assigned to Buyer which Buyer agrees to accept, or other items and expenses which have been pre-paid by Seller shall be prorated as of the Closing Date and Seller shall be credited for any payments made on obligations assumed by Buyer which will accrue prior to the Closing Date but which have not been paid by Seller prior to the Closing Date shall also be prorated as of the Closing Date and credited to Buyer. The net amount of these prorations shall either be added to or subtracted from the purchase price due Seller on the Closing Date.

(c) 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 Exhibit No. 3 is a list of agreements that Buyer agrees to assume at Closing, provided none of the assignments require any material adverse conditions for Buyer. Prior to Closing, both parties shall endeavor to perform all acts necessary to effectuate the assignment of such agreements from Seller to Buyer. Other than those agreements listed in Exhibit No. 3, Buyer shall not assume any other agreements from Seller.

**5. TERMINATION:** This Agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the assignment of the Station's FCC Licenses has not been obtained within twelve (12) months after the date on which the

application is filed with the FCC, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

**6. TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the above-described FCC Licenses and associated broadcast equipment assets.

**7. CONSENT OF THE FCC:** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Buyer will at Buyer's expense, proceed to expeditiously prepare and file with the FCC the complete requisite FCC Assignment of License Application ("Assignment Application") to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC no later than five (5) business days from the date this agreement is executed. Thereafter the parties agree to prosecute said Assignment Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. There should be no filing fee payment required for the submission of the Assignment Application. However, should the FCC ultimately assess a filing fee, Buyer shall submit such payment.

**8. LEGAL NOTICE:** Upon the filing of the license assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the FCC Rules. If requested by Buyer, Seller shall provide Buyer with evidence of Seller's compliance with the Legal Notice requirements.

**9. POSSESSION AND CONTROL OF STATION:** Between the date of this Agreement and the Closing Date, Buyer shall not control the operation of the Station, but such operation shall be the responsibility of Seller.

**10. OPERATION OF STATION PENDING FCC APPROVAL OF SALE:**

Between the date of this Agreement and the Closing Date, Seller shall deliver to Buyer copies of any reports, applications, pleadings or communications of any kind that Seller shall file with the FCC with respect to the Station, and Seller shall deliver to Buyer copies of any

notices or communications of any kind that Seller shall receive from the FCC with respect to the Station.

**11. SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Station's licenses, no right to the reassignment of the Station's licenses in the future, and has not reserved the right to use the facilities of the Station in the future for any reason whatsoever.

**12. COMPLIANCE WITH LAWS:** Seller has not received any notice asserting noncompliance by it in connection with the business or operation of the business of the Station with any applicable local, state or federal (including FCC) statute, rule or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the business and operations of the Station which would have a material adverse effect on the operation of the Station. In the event Seller receives any such notice of noncompliance as referenced herein and is unable to resolve the matter prior to Closing, Buyer shall have the right to terminate this Agreement without penalty.

**13. COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:**

(a) Seller has full power and authority to enter into this Agreement, is the holder of the Station's licenses and associated authorities, and has good and marketable title to all assets conveyed pursuant to this Agreement. Seller hereby represents that all of the Station's FCC licenses and authorizations are now, and on the Closing Date, will be in full force and effect, and that there is no action pending before the FCC to revoke, cancel, modify or rescind any of the Station's licenses and authorizations. In addition, Seller represents and warrants that there are no liens or encumbrances of any kind upon the FCC Licenses being transferred hereunder.

(b) Buyer has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement.

(c) "As Is" Condition. Seller is assigning the Station and its respective FCC Authorizations to Buyer "as is" without any representation or warranty as to its suitability, usability or non-interference with other broadcast facilities, or any warranty as to the future performance or reliability of the Station. Notwithstanding the foregoing, Seller represents that none of the broadcast equipment assets being sold and assigned to Buyer contains any Hazardous Materials. As used in this Agreement, "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous,

toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect ("Environmental Laws"). Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof).

**14. EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

**15. FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the Station's FCC licenses and authorizations to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the Station's licenses and authorizations to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use its reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

**16. SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the FCC Licenses for the Station, together with any and all other related authorizations as well as the broadcast equipment assets identified herein.

(b) An Assignment to Buyer of all rights, title and interest in and to the Station's call letters.

(c) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the Station's license and authorizations from Seller to Buyer.

**17. BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall deliver to Seller the Purchase Price consideration.



**18. MAINTENANCE OF CONFIDENCES:** 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.

**19. BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**20. OTHER DOCUMENTS; FCC MINOR CHANGE APPLICATION:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, including, if requested by Buyer, a letter from Seller to the FCC authorizing Buyer to file a contingent modification application for a change in any of the Station's transmitting site, frequency, and/or any other operating parameters of the Station.

**21. INDEMNIFICATION:**

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) the business or operation of the Station before Closing.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) any breach or default by Buyer under this Agreement; or (ii) the business or operation of the Station after Closing.

**22. BROKER:** The Seller and Buyer agree that no broker was involved with this transaction and that neither party is obligated to pay anyone or any entity a brokerage fee.

**23. ATTACHMENTS:** All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

**24. NO INCONSISTENT ACTIONS.** Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

**25. ENTIRE AGREEMENT:** This Agreement is the only Agreement between the parties

hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument, duly executed by both parties.

**26. NOTICES:** All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: Robert Palmetter  
Sound in Spirit Broadcasting, Inc.  
416 South Market Street  
Oskaloosa, IA 52577

If to Buyer: Michael Kestler  
CSN International, Inc.  
4002 N. 3300 E.  
Twin Falls, ID 83301

With a copy to: Cary S. Tepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632

**27. GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

**28. COUNTERPARTS:** This Agreement may be executed in counterparts.

**29. HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals on this Asset Purchase Agreement as of the date first above written.

**Sound in Spirit Broadcasting, Inc.**  
**(Seller")**

By: Robert Palmeto  
Robert Palmeto  
President

**CSN International, Inc.**  
**("Buyer")**

By: \_\_\_\_\_  
Michael Kestler  
President

By: Nancy Paxton  
Nancy Paxton  
Treasurer



IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals on this Asset Purchase Agreement as of the date first above written.

**Sound in Spirit Broadcasting, Inc.**  
(Seller")

**CSN International, Inc.**  
("Buyer")

By: \_\_\_\_\_  
Robert Palmeter  
President

By:  \_\_\_\_\_  
Michael Kestler  
President

By: \_\_\_\_\_  
Nancy Paxton  
Treasurer

**Exhibit No. 1**  
**(FCC Licenses & Authorizations Being Assigned)**

License BLFT-20131022ALX

License Renewal File No. 0000116890

**Exhibit No. 2**  
**(Broadcast Equipment Assets Being Assigned)**

Armstrong FM Exciter FMX-30B

Harris 100 watt solid-state amplifier

BKG-77 FM Translator Antenna mounted at aprx. 300'.

Transmission line, aprx. 300', 1/2" Heliax mounted to tower

**Exhibit No. 3**  
**(Agreements Being Assigned)**

That certain tower site lease agreement between Sound in Spirit Broadcasting and American Tower ("ATC"), otherwise known as ATC Lease # 327193 regarding ATC Tower # 00277318 named "Broadway Tiger."