

## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, entered into as of this \_\_\_\_ day of August, 2023, by and between Bible Broadcasting Network, Inc. ("Seller") and CSN International, Inc. ("Buyer").

### **WITNESSETH:**

WHEREAS, Seller is the owner, operator, and licensee of the following FM Translator Stations:

K209CF (Facility ID No. 81118) at Kearney, Nebraska  
K208CK (Facility ID No. 81603) at Scottsbluff, Nebraska  
W209CL (Facility ID No. 83669) at Washington, Indiana  
W208AW (Facility ID No. 87065) at Pontiac, Illinois  
W219BO (Facility ID No. 81124) at Manteo, North Carolina

Hereinafter these FM translator stations are referred to as "the Stations," and,

WHEREAS, Buyer desires to acquire certain assets and rights used in the operation of the Stations, and to secure an assignment of the license and other authorizations issued by the Federal Communications Commission ("FCC") for the operation of the Stations, 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 Stations 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 Stations' 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:**

(a) 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 other than those arising from the FCC's rules and policies, the assets used or useful by the Stations as set forth on Exhibit 1, which include the "FCC Licenses" and authorizations for the Stations hereto (the "Assets.")

(b) Assets Excluded from Sale. Notwithstanding anything to the contrary contained herein, there shall be excluded from this transaction the following assets of the Seller:

- i. All cash or cash equivalents of Seller;
- ii. Accounts receivable, donation and business records of Seller; and
- iii. Any trade names, service marks, copyrights, websites, jingles, slogans, or logos or other intangible assets or rights, used by Seller including without limitation any direct or indirect identification of Seller.

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

The total consideration to be paid by Buyer to Seller pursuant to this Agreement is Seventy Five Thousand Dollars (\$75,000.00) (the "Purchase Price"), which shall be paid in full at Closing in the form of a wire transfer. At the execution of this Agreement, Buyer shall pay Seller an Earnest Money Deposit of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) which shall be credited against the Purchase Price at the Closing or returned to Buyer should the transaction not close through no fault of Buyer.

**4. PRORATIONS AND ADJUSTMENTS; ASSUMED CONTRACTS:** 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. Seller and Buyer acknowledge and agree that the only site lease agreement that Buyer is assuming under the terms of this Agreement is the Radio Tower Site Lease Agreement with Metamora Telephone Company ("Metamora"), copy of which has been furnished to Buyer, for W208AW at Pontiac, Illinois. Seller shall cooperate with Buyer as needed to obtain the consent to Metamora to effectuate the assignment and assumption of the



W208AW site lease agreement. Following the Closing, it is Buyer's responsibility to obtain its own transmitter sites for the other translators subject to this Agreement and Seller shall have no responsibility in that regard.

**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 Stations' 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 material default hereunder which is not cured in a reasonable time by such party (the "terminating party"), or if a material delay in any decision or determination by the FCC respecting the application extending the FCC's processing beyond the foregoing twelve (12) months period has been directly caused or materially contributed to by such terminating party (i) by any material failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the intentional willful furnishing by the terminating party of materially incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other intentional willful action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

**6. TRANSFER OF ASSETS:** Subject to the terms and conditions herein, Seller on the Closing Date at the Closing Place will sell, transfer, convey, assign and deliver to Buyer the above-described Assets and Buyer will accept the assignment of such FCC Licenses.

**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 or Seller. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the 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 August 31, 2023. Thereafter the parties agree to prosecute said Assignment Application with diligence, and to cooperate with each other and to use their reasonable best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. As each party is a non-profit non-commercial educational station FCC licensee, and Buyer will operate the Stations as non-commercial educational stations, 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. LOCAL PUBLIC NOTICE:** Upon the filing of the license Assignment Application, Seller shall be responsible for, and shall take the necessary steps, to upload to its internet web site such local 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 local notice requirements.

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

**10. OPERATION OF STATIONS 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 Stations.

**11. SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Stations' licenses, no right to the reassignment of the Stations' licenses in the future, and has not reserved the right to use the facilities of the Stations 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 operation of the business of the Stations with any applicable local, state or federal (including FCC) statute, rule or regulation. To the knowledge of Seller, 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. To the knowledge of Seller, there are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the operations of the Stations which would have a material adverse effect on the operation of the Stations. 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 to either party and neither party will have any liability to the other.

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

(a) Seller has full power and authority to enter into this Agreement, is the holder of the Stations' licenses and associated authorities, and has good and marketable title to all assets conveyed pursuant to this Agreement. Except as disclosed on Exhibit No. 1, Seller hereby represents that all of the Stations' FCC Licenses and authorizations are now to its knowledge, and on the Closing Date, will be in full force and effect, and that to its knowledge there is no



## BBN to CSN Translator Sale - EXECUTION COPY

action pending before the FCC to revoke, cancel, modify or rescind any of the Stations' licenses and authorizations. In addition, Seller represents and warrants that there are no liens or encumbrances of any kind upon the Assets being transferred hereunder, other than the FCC's rules, regulations and policies generally applicable to FCC licenses.

(b) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Idaho and is qualified to do business and in good standing in the states where the Stations are located, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(c) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. 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.

(d) Buyer is qualified under the Communications Act of 1934, as amended, to be a licensee of the Stations and to hold any authorizations listed in Exhibit No. 1 and is not aware of any facts (an "Impediment") that will disqualify Buyer from securing the Commission's consent for assignment of such FCC Licenses and authorizations. Should any such facts come to Buyer's attention, Buyer shall promptly notify Seller thereof and use its reasonable best efforts and take such steps as may be reasonably necessary to remove any such Impediment. Should the Buyer be unable to resolve the Impediment to the satisfaction of Seller, Seller shall be entitled to retain the Earnest Money Deposit; this Agreement will terminate; and the parties will have no further obligation to each other.

(e) "As Is" Condition. Seller is assigning, and Buyer is accepting each Station and its respective FCC License and any authorizations set forth in Exhibit No.1 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 Translators. Station K209CF, Station K208CK and Station W209CL are silent. FCC special temporary authorizations ("STA") for K209CF and K208CK expire January 28, 2024. Seller has requested silent STA for W209CL. Buyer accepts K209CF, K208CK and W209CL as silent stations and agrees that Seller will have no obligation to take any steps to resume operation of K209CF, K208CK and/or W209CL. The tower for W219BO is being demolished

and Buyer will have no obligation to continue operating W219BO either during the pendency of the Assignment Application referred to herein.

**14. EXPIRATION OF REPRESENTATIONS AND WARRANTIES:**

Section 18 (Maintenance of Confidences) and Section 21 (Indemnification) shall survive the Closing of this Agreement as provided therein. Otherwise, the representations, warranties and covenants in this Agreement shall expire one year after the Closing Date.

**15. FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the Stations' 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 Stations' 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 Stations, together with any and all other related authorizations in Exhibit No. 1.

(b) An Assignment to Buyer of all rights, title and interest in and to the Stations' call letters, to the extent assignable by the rules and regulations of the FCC.

(c) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the Assets and any other FCC authorizations.

**17. BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall:

(a) Deliver to Seller the Purchase Price consideration in Section 5, less a credit for the Earnest Money Deposit.

(b) Accept Assignment to Buyer of the FCC Licenses for the Stations, together with any and all other related authorizations in Exhibit No. 1.



(c) Such other assignments, or other instruments as may be required to effectuate this Agreement and the assignment of the FCC Licenses listed on Exhibit No. 1.

**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. NO ASSIGNMENT:** 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. Neither this Agreement nor any rights thereunder may be assigned to any other party without the written consent of the other party, which shall not be unreasonable be withheld.

**20. OTHER DOCUMENTS; FCC MINOR CHANGE APPLICATION:** The parties shall execute such other documents as may be reasonably necessary to the implementation and consummation of this Agreement, including, if requested by Buyer, a letter from Seller, in form and substance satisfactory to Buyer and Seller, to the FCC pursuant to 47 CFR §73.3517 authorizing Buyer to file a contingent minor modification application for a change in any of the Stations' transmitting sites, frequencies, and/or any other operating parameters of the Stations, with such application(s) and any resulting construction permit contingent on consummation of this Agreement between the parties in accordance with 47 CFR §73.3517. The responsibility to timely file such minor modification applications (prior to a "freeze" on such applications that takes effect as of September 1, 2023) is solely upon Buyer and Buyer's failure to timely file the modification applications shall not adversely affect its obligation to consummate the sale contemplated by this Agreement.

**21. INDEMNIFICATION:** From and after Closing, 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 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 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 Stations, the FCC Licenses or the Assets to be assigned by the other party including, without limitation, any liabilities arising under the FCC Licenses; 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 Section 21, 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; and (ii) all losses, damages, judgments, awards, penalties and settlements.

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.

Certain Limitations

(a) The maximum liability of either party for indemnification under this Section 21 shall be Ten Thousand and 00/100 Dollars (\$10,000).

(b) Payments by an Indemnifying Party under this Section 21 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such Claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Each Indemnified Party shall take, and cause its affiliates (if any) to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(e) Seller shall not be liable under this Article 21 for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

**22. REMEDIES.** 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. 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 brought by a party as to the other party, 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 loss of business, consequential, incidental, indirect, punitive or similar damages.

**23. BROKER:** The Seller and Buyer represent and warrant each to the other that no broker was involved with this transaction and that neither party is obligated to pay anyone or any entity a brokerage fee.

**24. 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.

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

**26. 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.

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

If to Seller: Jason Padgett  
Bible Broadcasting Network, Inc.  
11530 Carmel Commons Blvd.  
Charlotte, NC 28226

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

Gary S. Smithwick, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, NW  
Suite 301  
Washington, DC 20016  
Email: [gsmithwick@fccworld.com](mailto:gsmithwick@fccworld.com)  
Phone: 202-363-4560

If to Buyer: Michael Kestler  
CSN International, Inc.



BBN to CSN Translator Sale - EXECUTION COPY

4002 N. 3300 E.  
Twin Falls, ID 83301

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

Cary S. Pepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632  
Email: [tepperlaw@aol.com](mailto:tepperlaw@aol.com)  
Phone: 301-718-1818

**28. GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

**29. COUNTERPARTS:** This Agreement may be executed in 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.

**30. 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.

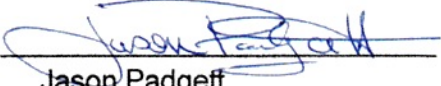
*(The following page is the signature page.)*

(Signature page to the Asset Purchase Agreement)

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

**Bible Broadcasting Network, Inc.**  
**(Seller")**

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

By:   
Jason Padgett  
Secretary-Treasurer

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



(Signature page to the Asset Purchase Agreement)

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.

**Bible Broadcasting Network, Inc.**  
**(Seller")**

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

By: \_\_\_\_\_  
Jason Padgett  
Secretary-Treasurer

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

**Exhibit No. 1**  
**Assets to be Conveyed**

**Tangible Assets**

Antenna: Shively 6812-1 split ring dipole  
Antenna: SWR FMEC-1  
Coax: 1/2" Andrews LDF4-50-A ( 203 ft )  
Coax: 1/2" Andrews LDF4-50-A (183')  
Sat Dish: Channel Master 3.0 m W LNB  
Sat Dish: Channel Master 3.0 m W LNB  
Rack: 5' Tall Open Face

**FCC Licenses**

K209CF (Kearney, NE)  
License BLFT-20170315AAP  
Renewal Authorization 0000131340  
Silent STA File No. 0000218313 (8/1/2023, expires 1/28/2024)

K208CK (Scottsbluff, NE)  
License 0000156818  
Silent STA File No. 0000218397 (8/1/2023, expires 1/28/2024)

W209CL (Washington, IN)  
License BLFT-20120208ADC  
Silent STA File No. 0000219849 (pending)\*  
Renewal Authorization 0000108233

W208AW (Pontiac, IL)  
License BLFT-20090729ACG  
Renewal Authorization 0000118027

W219BO (Manteo, North Carolina)  
License BLFT-19970314TC  
Renewal Authorization 0000079163

\*This Silent STA Request was inadvertently not timely filed.