

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of May 6, 2014 (this "Agreement"), is entered into by and between Great Plains Christian Radio, Inc., a Kansas non-profit corporation ("Seller"), and Emporia's Radio Stations, Inc., a Kansas for-profit corporation ("Buyer").

### **RECITALS**

A. Seller holds a construction permit issued by the Federal Communications Commission (the "FCC") for FM translator station K245BQ, which is intended to serve Emporia, Kansas, Facility ID 142241, File No. BNPFT-20130325AQL (the "FCC Authorization").

B. On the terms and conditions described in this Agreement, Seller desires to assign and sell and Buyer desires to assume and purchase the aforesaid FCC Authorization.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. Sale of Assets. On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the proposed operation of K245BQ (the "Assets"):

(a) Seller's engineering data and other intangible personal property used or held for use exclusively in connection with the FCC Authorization (the "Personal Property"); and

(b) the FCC Authorization.

Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.

2. Consideration. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Twenty Thousand and No/100 Dollars (\$20,000) (the "Purchase Price"), as follows:

a) Upon the execution of this Agreement, Buyer will pay seller Five Thousand and No/100 Dollars (\$5,000.00) (the "Initial Payment"). The Initial Payment shall not be refunded to Buyer unless this Agreement is terminated pursuant to section 8 (b) or (c), or pursuant to Section 8(a) in the event Seller is the breaching party.

(b) Upon the terms and subject to the conditions contained in this Agreement, and in further consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Fifteen Thousand and No/100 Dollars (\$15,000) (the "Closing Payment") payable on the Closing Date.

(c) The Initial Payment and Closing Payment in aggregate shall be considered the "Purchase Price".

3. Consent; Assignment Application; Construction Permit.

Buyer and Seller shall execute, file and prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of the FCC Authorization (the "FCC Consent") on a date not later than ten (10) business days after the execution of this Agreement.

4. Closing Date; Closing Place. The closing (the "Closing") of the transactions contemplated by this Agreement shall occur, unless otherwise agreed to by Buyer and Seller, ten (10) days following the date on which the FCC Consent is granted. The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree.

5. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Kansas; (ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (iii) Seller lawfully holds the FCC Authorization; and (iv) Seller agrees to cooperate with Buyer to the extent reasonably necessary to effectuate a modification of the FCC Authorization to permit Buyer to locate the transmitter at the KVOE tower site.

(b) Buyer hereby makes the following representations and warranties to Seller: (i) Buyer is qualified to be an FCC licensee and to hold the FCC Authorization that constitute part of the Assets; (ii) Buyer is a duly organized, validly existing for-profit entity under the laws of Kansas, and is legally qualified, empowered and able to enter into this Agreement; (iii) Buyer has full corporate power and authority to acquire the FCC Authorization pursuant to this Agreement, Buyer has full power and authority to carry out all of the terms and conditions of this Agreement, and the execution, delivery and performance hereof shall not constitute a breach or violation of any organizational document, agreement, contract or other obligation or any kind to which it is subject or by which it is bound or of any law, regulation, judgment or order binding upon it; (iv) the execution, delivery and performance of this Agreement and the Buyer's Closing Documents will be duly authorized by all necessary corporate action on the part of the

Buyer (v) Buyer has taken all necessary corporate or other action to make this Agreement legally binding on it, and the individual signing this Agreement on behalf of Buyer has been fully authorized and empowered to do so; (vi) except for the FCC Consent, Buyer represents that no other consent of any other Party or government agency is required in connection with the execution, validity or enforceability of this Agreement; (vii) Buyer is a sophisticated party in the business of acquiring media and/or broadcast station properties and has conducted its own due diligence regarding the Assets; it is not relying on any documentation or other information provided by Seller in making its decision to go forward with this transaction and has had sufficient opportunity to complete such due diligence without reliance on Seller; (viii) Buyer has the requisite financial resources to undertake and perform Buyer's obligations pursuant to this Agreement; and (ix) Buyer acknowledges that Seller makes no representations or warranties whatsoever as to the adequacy, efficacy or suitability of the Assets, or the proposed signal or service contours that will result following construction of the proposed facility pursuant to the FCC Authorization for any purpose implied or intended by Buyer.

(c) The representations and warranties set forth in this Section 5 shall survive for six months following the termination of this Agreement.

6. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposing party:

(i) Buyer and Seller 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 and Seller prior to or as of the Closing Date;

(ii) The FCC Consent shall have been granted; and

(iii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 7.

(b) The performance of the obligations of Buyer under this Agreement is further subject to the following express condition precedent:

(i) the FCC Authorization shall be in full force and effect; and

(ii) the FCC shall have granted a modification to the FCC Authorization to specify the KVOE tower site.

7. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) a Bill of Sale; and

(ii) an Assignment and Assumption of the FCC Authorization executed by Seller.

(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 Purchase Price required by Section 2(b);

(ii) an Assignment and Assumption of the FCC Authorization executed by Buyer.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

8. Termination. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (a) 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 (provided that Buyer's failure to pay the Purchase Price required by Section 2(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period); (b) if the FCC Consent and the CP have not been granted by the FCC prior to the expiration of 12 months following the date of this Agreement; or (c) if the Assignment Application or the CP is denied by the FCC and such denial shall have become a final order.

9. Notices. All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, addressed as set forth below in this Section 9. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:

Mr. Michael Luskey, CEO  
Great Plains Christian Radio, Inc.  
P.O. Box 991  
Meade, KS 67864-0991

If to Buyer, to:

Mr. Ron Thomas, G.M.  
Emporia's Radio Stations, Inc.  
P.O. Box 968  
Emporia, KS 66801

10. Confidentiality. Buyer agrees to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

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

12. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

13. Expenses. Except as otherwise set forth in this Section, each party hereto 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. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, associated with the purchase of the Assets. Buyer shall also be responsible for any FCC application fees relating to the filing of the Assignment Application and the CP, and all legal fees and expenses incurred in connection with the preparation of this agreement and the filing of the assignment application with the FCC.

14. 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 or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

15. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. The undersigned represent and warrant that, respectively, they have received authority to sign this

Agreement and to legally bind their respective corporations to perform all of the terms hereof. Each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby.


[Signatures on Following Page]

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

Seller:

Great Plains Christian Radio, Inc.


By:

  
Michael Luskey, CEO

Buyer:

Emporia's Radio Stations, Inc.

By:

  
Stephen L. Sander, CEO