

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of the first day of September, 2015 by and between **Bustos Media of Wisconsin, LLC** (“Buyer”), and **Cornerstone Community Radio, Inc.**, (“Seller”).

WHEREAS, Seller currently holds a permit (“Permit”) issued by the Federal Communications Commission (“FCC” or “Commission”) for FM Translator W284CI, Milwaukee, WI, FCC Facility ID No. 146071 (“Station”);

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the Permit and any associated equipment and contract rights associated thereto; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transaction contemplated herein is required.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the rights to the Permit and associated assets as indicated on the attached Attachment A.

(a) Purchase Price. The associated assets are indicated on the attached Attachment B. The Purchase Price shall be payable in immediately available funds. The Purchase Price shall be the consideration for the Permit and associated assets.

(b) Buyer, within three (3) working days of the full execution of the instant Agreement shall wire the Seller the sum of One Hundred Fifty Five Thousand Dollars (\$155,000). Of this amount, which shall be the Purchase Price, Ten Thousand Dollars (\$10,000) shall be immediately released to Seller and shall be non-refundable to Buyer at any point, including in the event of termination of this Agreement for any reason. The remainder of the Purchase Price amount shall be held by Seller pending the Closing in a separate account which shall not be co-mingled with any other funds of Seller, and Interest on this amount shall be for the benefit of Seller. Buyer's failure to make a timely payment of Purchase Price as required by this Paragraph 1(b) shall be a material, non-curable (except as agreed to by Seller, in writing) breach of this Agreement and shall entitle Seller to terminate this Agreement by giving notice to Buyer as provided herein. In the event

of such termination, Buyer agrees to pay Seller a termination fee of \$10,000.

(c) At closing, or upon any earlier breach of this Agreement caused by Buyer, which is not promptly cured, the balance of the Purchase Price, One Hundred Forty- Five Thousand Dollars (\$145,000) (the Purchase Price less the non-refundable \$10,000 held by Seller), plus interest, shall belong to Seller, unrestricted. Upon a breach of the instant Agreement caused by Seller, which is not cured, the One Hundred Forty-Five Thousand Dollars (\$145,000) shall be returned to Buyer. In the alternative, Buyer may elect to seek specific performance and if, after a decree of specific performance, the Permit is assigned to Buyer, then the full amount of the Purchase Price, plus interest, shall be unrestricted to Seller.

(d) Closing. Buyer will close the transaction and the Purchase Price shall be unrestricted to the seller within five (5) business days of final FCC approval (the "Closing Date") becoming a Final Order. Buyer may, waive "finality" and, if so, designate an earlier Closing Date following the release of a Public Notice by the Commission that the Application has been approved; Buyer agrees that it will waive finality and close within five (5) business days from the release of the above public notice if, prior to the FCC approval, no party shall have filed a petition to deny, opposition or other objections to the FCC application for approval of the assignment of the Permit.

2. Counsel for Seller will prepare and file the necessary FCC Form 345 Assignment of Permit Application to seek FCC approval for the assignment of the permit within seven (7) business days of the execution of this agreement. Buyer's counsel will fully cooperate with Seller's counsel in the preparation and filing of the application by providing all information needed by Seller's counsel immediately after the execution date hereof. It is understood that the Closing is not contingent upon the grant of any pending modification application which has been filed by Seller. The application fee required to obtain FCC approval, currently \$150.00, shall be paid directly by Buyer or reimbursed by Buyer to Seller promptly upon the filing of the assignment application.
3. FCC Qualifications. Seller and Buyer represent, warrant and covenant that they are qualified to be a Commission Permittee and to hold or assign the FCC authorizations which are the subject of this Agreement and Buyer represents, warrants and covenants the station the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver of the FCC's Rules and Regulations or other extraordinary request in order to receive FCC approval.¹ Seller represents and warrants that the Station has not been constructed and is not operating (which fact

¹ Should a modification application be required to permit Buyer to operate the Station, all costs attendant to the filing and prosecution of such application shall be at Buyer's expense. Moreover, the approval of such an application shall not be a condition of Buyer's obligations at or prior to the Closing or of Seller's receipt of unrestricted access to the funds deposited by Buyer to secure performance of Buyer's obligations. The Permit is to be assigned to and accepted by Buyer "as is, where is," without modification of any nature whatsoever.

is acknowledged by Buyer) and Seller has not received interference complaints from other broadcasters regarding its operation of the Station. The Buyer represents and warrants that it knows of no reason any party would petition the FCC to deny or otherwise oppose the proposed permit assignment application.

4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Each party 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, including any brokerage fees.
5. Indemnification. (a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or Closing contingent, relating to Seller's ownership of the Station prior to the (b) Following the Closing, Buyer shall indemnify, defend and hold harmless Seller with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller

directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership of the Station subsequent to the Closing.

6. Upset Date. If the assignment application contemplated herein has not been approved by the within one hundred eighty (180) days from the date written above, either party may terminate the transaction by notice to the other in letter, email or facsimile transmission. Seller and Buyer shall reasonably cooperate in order to facilitate processing the FCC application. In the event FCC approval is delayed or withheld due to events arising out of Seller's ownership of the Assets, Seller agrees to undertake to satisfy any problems or issues with the FCC or, alternatively Buyer may elect to cancel the transaction and receive a refund of that part of the Purchase Price held by Seller in a separate account. Similarly, if FCC approval is delayed or withheld for reason of any condition, act or failure to act on the part of the Buyer, and the closing does not take place within the time period herein, Seller may cancel the transaction and retain, without restriction, any and all funds held paid by Buyer in any form whatsoever.
7. 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. This Agreement is to be construed and enforced under the laws of the State of Wisconsin. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wisconsin. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

8. If either Buyer or Seller are in breach of any provision/requirement of the instant Agreement, written notice shall be provided by the non-breaching party to the other party and, as to any non-monetary breach, the party in breach shall have seven (7) working days to cure.
9. Notices: Notices shall be sent by certified mail, registered mail or overnight courier as follows:

If to Bustos Media of Wisconsin, LLC
5110 SE Stark St
Portland, OR 97215
Attention: Amador Bustos

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

Aaron P. Shainis, Esq.
Shainis & Peltzman
1850 M. St. N.W.
Suite 240
Washington, D.C. 20036

If to Cornerstone Community Radio, Inc.

Richard L. Van Zandt
Cornerstone Community Radio, Inc.
600 W. Mason St.
Springfield, IL 62702

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

J. Geoffrey Bentley, Esq.
2700 Copper Creek Road
Herndon, VA 20171

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the parties whose names and addresses appear below have
caused this Agreement to be executed by them as of the date first above written.


SELLER:

Cornerstone Community Radio, Inc.
600 W. Mason St.
Springfield, IL 62702
Fax:

By: 
Richard L. Van Zandt

BUYER:

Bustos Media of Wisconsin, LLC
5110 SE Stark St
Portland, OR, 97215
Fax: (503) 234-5592

By: 
Amador Bustos
Manager

ATTACHMENT A

Permit

Location, Facility ID Number				Permit Status
W284CI, Milwaukee, Wisconsin (FAC ID No.146071)				Exp. Date 12/03/2016

ATTACHMENT B

A. Equipment -- None

B. Leases -- None