

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of January 20, 2016 (the "Effective Date") between Educational Media Foundation, Inc., a California non-profit corporation ("Seller") and First Dallas Media, Inc., a Texas non-profit corporation ("Buyer").

### Recitals

A. Seller currently holds the license for FM translator K263AS, Flat, TX, Fac. Id. 139486 (the "Translator") issued by the Federal Communications Commission (the "FCC").

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets (defined below).

C. The Parties jointly understand that the proposed sale of the Translator must be approved by the FCC prior to closing.

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 1: PURCHASE OF ASSETS

1.1. Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the assets listed in Schedule 1.1(a) hereto, in "as is, where is" condition (collectively, the "Assets") and all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Translator listed on Schedule 1.1(b) (the "FCC Licenses"), including any renewals or modifications thereof between the date hereof and Closing. The Assets and FCC Licenses shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") other than for taxes not yet due and payable.

1.2. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the sum of Twenty-Five Thousand Dollars (\$25,000) (the "Purchase Price"). Upon the execution of this Agreement, the Buyer shall remit the Purchase Price to WashingtonFirst Bank, N.A. ("Escrow Agent") to be held as an earnest money deposit ("Escrow Deposit") pursuant to an Escrow Agreement of even date herewith. The Escrow Deposit shall be wired or remitted to Seller as payment of the Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with Sections 6.2 and 6.3 hereof; *provided* that in any case, the Buyer shall be entitled to receive the interest or other amounts accrued or earned on the Escrow Deposit. In conjunction with the Closing, Buyer and Seller shall jointly instruct Escrow Agent to pay the Escrow Deposit to Seller, and to pay any interest accumulated thereon to Buyer.

1.3. Closing. The consummation of the sale and purchase of the Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth (5<sup>th</sup>) business day after FCC Consent (as defined herein) is granted for the FCC Assignment Application (as hereinafter defined) or on such later day after such consent as Buyer and Seller may mutually agree, subject

to the satisfaction or waiver of the conditions set forth in Articles 3 or 4 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.4. FCC Matters.

(a) Within five (5) days of the Effective Date, Seller shall file an application with the FCC (the "FCC Assignment Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer (the date of such filing being herein referred to as the "FCC Assignment Application Date"). FCC consent to the FCC Assignment Application is referred to herein as the "FCC Consent." Buyer and Seller shall cooperate in the preparation of and diligently prosecute the FCC Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(c) In the event that the Closing has not occurred as of the first day of the first 2016 FCC filing window for AM stations to relocate FM translators up to 250 miles (the "AM Filing Window"), at Buyer's discretion, Seller will, pursuant to Section 73.3517 of the FCC's rules, provide Buyer with Seller's written consent for Buyer to file a modification application in the AM Filing Window, contingent upon the grant and consummation of the FCC Assignment Application (the "Modification Application"). In connection with Buyer's decision to file such Modification Application, Seller will associate the Translator FCC License with Buyer to enable the Modification Application to be filed in Buyer's name. Buyer shall pay all expenses applicable to the filing of the Modification Application. No Modification Application filed pursuant to this Agreement shall modify the Purchase Price, and the Closing shall not be conditioned upon, and shall occur under the terms hereof regardless of, the filing, status, grant or outcome of the Modification Application.

1.5. Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Assets at all times until the Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

ARTICLE 2: REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Authorization. Each of Buyer and Seller represents, warrants, and covenants that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound.

2.2 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall not modify, and shall maintain in full force and effect, the FCC Licenses.

2.3 Seller's Representations and Warranties. The Seller represents and warrants to Buyer that (a) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation; (b) Seller is legally qualified to execute this Agreement and there are no legal impediments to the execution or consummation of the transaction contemplated herein; (c) Seller holds good and valid title to the Assets; (d) Seller holds the FCC Licenses for the Translator listed on Schedule 1.1(b) hereto pursuant to Final Order. The FCC Licenses are in full force and effect and other than the Translator's status as a secondary station under the FCC's rules, and are not subject to any restriction or condition which would limit in any respect the operation of the Translator.

2.4 Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that (a) Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation; (b) Buyer is legally qualified to execute this Agreement and there are no legal impediments to the execution or consummation of the transaction contemplated herein; (c) Buyer knows of no reason that the contemplated transaction cannot be consummated as proposed herein; (d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Translator under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC.

### ARTICLE 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):

3.1. Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct on and as of the Closing Date as if made on that date, and Buyer shall have delivered to Seller a duly executed certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Seller, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all respects.

3.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

3.3. FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect.

3.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 5.2.

### ARTICLE 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):

4.1. Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in on and as of the Closing Date as if made on that date, and Seller shall have delivered to Buyer a duly executed certificate, dated as of the

Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all respects.

4.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

4.3. FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect.

4.4. Deliveries. Seller shall have complied with its obligations set forth in Section 5.1.

4.5. Documents. Seller shall have delivered to Buyer such appropriate instruments of sale and assignment as Buyer or its counsel may reasonably request, duly executed by Seller.

#### ARTICLE 5: CLOSING DELIVERIES

5.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer (i) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer; and (ii) as necessary, a Bill of Sale for the Assets in a form acceptable to Buyer and any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Assets from Seller to Buyer, free and clear of Liens.

5.2. Buyer Documents. At Closing, Buyer shall cause the Escrow Agent to deliver to Seller the Purchase Price in accordance with Section 1.3 hereof, and deliver to Seller such other instruments or documents as necessary to document the transaction for Seller's purposes.

#### ARTICLE 6: INDEMNIFICATION AND TERMINATION

6.1. Indemnification. 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 incurred by Buyer arising out of or resulting from (a) any breach by Seller of its representations and warranties made under this Agreement; or (b) any default by Seller of any covenant or agreement made under this Agreement. Buyer shall defend, indemnify and hold harmless Seller from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses incurred by Seller arising out of or resulting from (a) any breach by Buyer of its representations and warranties made under this Agreement; or (b) any default by Buyer of any covenant or agreement made under this Agreement.

6.2. Termination. This Agreement may be terminated prior to Closing (a) by mutual written consent of Buyer and Seller; (b) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date eight (8) months after the Effective Date; (c) by either Buyer or Seller upon written notice if there is a material breach or default under this Agreement by the other party following a fifteen (15) day period for cure by the breaching party following written notice of the breach, provided that the party seeking to terminate is not also then in material default or breach of this Agreement; or (d) by either Buyer or Seller upon written notice if there

shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing. Except as set forth in Section 6.3 below, the termination of this Agreement shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

6.3 Effect of Termination. If Closing does not occur and this Agreement is terminated by Seller pursuant to Section 6.2(c) or either party pursuant to Section 6.2(b) if the delay in Closing is due to questions about the qualifications of Buyer to acquire the FCC Licenses, then the Seller shall retain the Escrow Deposit and the payment of the Escrow Deposit shall serve as liquidated damages and be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a consequence of Buyer's breach of default under this Agreement. The parties understand and agree that the amount of liquidated damages represents Seller's and Buyer's reasonable estimate of actual damages and does not constitute a penalty. If this Agreement is terminated for any reason other than by Seller pursuant to Section 6.2(c) or by either party pursuant to Section 6.2(b) if the delay in Closing is due to questions about the qualifications of Buyer to acquire the FCC Licenses, then the Escrow Deposit shall be returned to Buyer.

#### ARTICLE 7: MISCELLANEOUS

7.1. Expenses. 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. Buyer shall pay any filing fees applicable to the FCC Assignment Application. Buyer shall pay all fees and charges applicable to the Modification Application, if filed, and shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Assets under this Agreement. Buyer shall pay any fees owed to the Escrow Agent under the Escrow Agreement.

7.2. Further Assurances. After Closing, 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 the transactions contemplated hereby.

7.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

7.4. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Buyer:

First Dallas Media, Inc.  
c/o Matt Austin  
750 North St. Paul Street, Suite 1050  
Dallas, TX 75201

and

First Baptist Church of Dallas, Texas  
c/o M. Benjamin Lovvorn  
1707 San Jacinto  
Dallas, Texas 75201

if to Seller:

Educational Media Foundation  
5700 West Oaks Blvd  
Rocklin, CA 95765

7.5. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

7.6. Entire Agreement. All covenants, agreements, representations, warranties and indemnities will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect.

7.7. No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

7.8. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. SELLER AND BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

7.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

7.10. Survival of Representations and Warranties. The representations and warranties given herein shall survive the closing for a period of six months.

7.11 Waiver. Buyer and Seller, by written notice to the other, may, but shall not be obligated to (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the written consent of the other make or

grant any extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants in this Agreement.

7.12 Brokers. Seller represents to Buyer that it has retained Robert Branch as broker and shall be solely responsible for paying any commission, brokerage fee or similar payment to Robert Branch in connection with this Agreement. Buyer represents that it has not retained a broker for this transaction.

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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: EDUCATIONAL MEDIA FOUNDATION

By: 

Name: Mike Novak  
Title: President

BUYER: FIRST DALLAS MEDIA, INC.

By: \_\_\_\_\_

Name: Ben Lovvorn  
Title: President



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SELLER: EDUCATIONAL MEDIA FOUNDATION

By: \_\_\_\_\_  
Name: Mike Novak  
Title: President

BUYER: FIRST DALLAS MEDIA, INC.

By:  \_\_\_\_\_  
Name: Ben Lovvorn  
Title: President

Schedule 1.1(a)

ASSETS

K263AS- Flat, TX

RFS CPF-500 for transmit antenna on the equipment

Schedule 1.1(b)

FCC LICENSES

<b><u>Call Sign/ FCC Facility Id. No.</u></b>	<b><u>Community of License</u></b>	<b><u>FCC File Number</u></b>	<b><u>Grant Date</u></b>	<b><u>Expiration Date</u></b>
K263AS / 139486	Flat, Texas	BLFT-20070709AAI	9/24/2007	8/1/2021