

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of October 6, 2017 (the "Effective Date") between **EDUCATIONAL MEDIA FOUNDATION, INC.**, a California non-profit religious corporation ("Seller") and **R M BROADCASTING, LLC**, a California limited liability company ("Buyer").

RECITALS

A. Seller currently holds the license for FM translator K268AH, Palm Springs, CA, (Fac. Id. 82427) (the "Translator" or "Station") 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 Purchased 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. Sale and Purchase. 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 described in Section 1.2 (together the "Purchased Assets"). The Purchased Assets 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. Purchased Assets. The Purchased Assets shall include the following:

(a) the assets listed in Schedule 1.2(a) hereto, in "as is, where is" condition (collectively, the "Tangible Property").

(b) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Translator, including without limitation those listed on Schedule 1.2(b) (the "FCC Licenses"), and also including any renewals or modifications thereof between the date hereof and Closing.

(c) any file, records or warranties related to the foregoing.

1.3. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets to be conveyed to Buyer hereunder shall exclude all assets owned or leased by Seller other than the Purchased Assets.

1.4. Purchase Price. In consideration for the sale of the Purchased Assets to Buyer, Buyer shall pay Seller the total sum of Two Hundred Thousand Dollars (\$200,000.00) ("Purchase Price") as follows:

(a) Within two (2) business days of the execution of this Agreement, Buyer shall deliver to Seller the sum of Fifteen Thousand Dollars (\$15,000) to be held by Seller as an earnest money deposit (the "Deposit"). The Deposit will be credited against the Purchase Price at Closing or otherwise be made available to Seller or released to Buyer in accordance with Section 9.2 hereof.

(b) At the Closing, Buyer shall deliver the Purchase Price less the amount of the Deposit to Seller by wire transfer of readily available funds.

(c) At the Closing, the Seller's tower lease agreement with Marker Broadcasting will terminate automatically and without further action by the parties, provided that such termination will not release Seller from any obligations arising under such lease agreement prior to Closing, including without limitation to pay unpaid rent or other amounts due to Marker Broadcasting under the lease through the Closing Date.

1.5. Closing. The consummation of the sale and purchase of the Purchased Assets (the "Closing") shall take place within ten (10) days after the last to occur of (a) the date the FCC Consent (defined below) becomes Final (as defined below), or any earlier date on which Buyer shall have given notice to Seller that Buyer has waived such condition of finality, and (b) the date the FCC grants the Modification Application (defined below), or upon such later day as Buyer and Seller may mutually agree, in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.6. FCC Applications.

(a) Within ten (10) days following execution of this Agreement, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "Assignment Application"). The FCC's grant of the Assignment Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC. In the event the FCC requires an application filing fee for the Assignment Application the parties agree to share equally the cost of such fee, the accounting for which may be done as an adjustment to the Purchase Price at Closing.

(b) For purposes of this Agreement, the term "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to

which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(c) Buyer shall file an application in its own name to modify the FCC Licenses to specify technical facilities of Buyer's choice (the "Modification Application"). Seller agrees to provide to Buyer written consent to the filing of the Modification Application, and to associate Buyer's FCC Registration Number with the FCC Licenses to enable Buyer to file the Modification Application. Buyer shall pay all expenses incurred in the preparation, filing, and prosecution of such the Modification Application. FCC grant of the Modification Application is a condition to Buyer's obligation to consummate the Closing, waivable by Buyer in its sole discretion.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing. Seller has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement have been duly authorized by Seller and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and will be a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller; any other agreement or understanding to which Seller is a party; any law, judgment, order, or decree to which Seller is subject; or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. FCC Licenses. Seller is the holder of the FCC Licenses described in Schedule 1.2(b). The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Licenses other than proceedings to amend FCC rules of general applicability, and Seller has no knowledge of any such action at the FCC and no reason to believe that such an action may be sought from the FCC by any third party. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller with respect to the FCC Licenses by or before the FCC.

2.5. Ownership of Purchased Assets. Seller has good and marketable title to the Purchased Assets and will deliver the Purchased Assets to Buyer at Closing, free and clear of all Liens other than for taxes not yet due and payable.

2.6. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is a valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer; any other agreement or understanding to which Buyer is a party; any law, judgment, order or decree to which Buyer is subject; or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the Purchased Assets under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, the "Communications Laws"). There are no facts that would under the Communications Laws, disqualify Buyer as an assignee of the FCC Licenses or as the operator of the Station and no waiver of any provision of the Communications Laws are required for the FCC Consent to be obtained.

3.5. Broker. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. Confidentiality. 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, and provided that no provision of this Agreement shall restrict the Buyer's ability to produce this Agreement in response to a lawful request.

4.2. Control. Buyer shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the Station's licensee.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC Licenses, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Translator which are filed during such period, and (iii) not modify the FCC Licenses (except as may be requested by Buyer in the Modification Application).

4.4. Buyer Covenants. Buyer shall prepare and file the Modification Application contemplated in Section 1.6(c) of this Agreement within five (5) business days of the filing of the Assignment Application, subject to Seller performing its obligations under Section 1.6(c), and will thereafter diligently prosecute the Modification Application, including promptly responding to any FCC correspondence or communications regarding the Modification Application, or any petition to deny or other objection filed by a third party.

ARTICLE 5: 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):

5.1. 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.

5.2. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.3. FCC Consent. The FCC Consent shall have been obtained, the FCC shall have issued public notice of the FCC Consent, and no court or governmental order prohibiting Closing shall be in effect.

5.4. 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.

ARTICLE 6: 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):

6.1. 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.

6.2. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.3. FCC Consent and Grant of Modification Application. The FCC Consent shall have been obtained and the Modification Application shall have been granted and each shall have become Final, and no court or governmental order prohibiting Closing shall be in effect.

6.4. 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.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer (i) a Bill of Sale for the Purchased Assets, (ii) an assignment and assumption agreement assigning the FCC Licenses from Seller to Buyer; (iii) the certificate contemplated in Section 6.1 above and (iv) and any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Purchased Assets from Seller to Buyer, free and clear of Liens.

7.2. Buyer Documents. At Closing, Buyer shall deliver to Seller, (i) the balance of the Purchase Price (net of the amount of the Deposit), (ii) an assignment and assumption agreement assigning the FCC Licenses from Seller to Buyer; (iii) the certificate contemplated in Section 5.1 above and (iv) and any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Purchased Assets from Seller to Buyer, free and clear of Liens.

ARTICLE 8: SURVIVAL AND INDEMNIFICATION

8.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date.

8.2 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.

ARTICLE 9: INDEMNIFICATION, TERMINATION, SPECIFIC PERFORMANCE AND RISK OF LOSS

9.1. 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 which is twelve (12) 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 9.2 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.

9.2 Effect of Termination. If Closing does not occur and this Agreement is terminated by Seller pursuant to Section 9.1(c), or by either party pursuant to Section 9.1(b) if the failure of the Closing to occur within 12 months of the Effective Date is due solely to the inaccuracy of Buyer's representations and warranties under Section 3.4, then the Seller shall retain the Deposit and the payment of the 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 9.1(c), or by either party pursuant to Section 9.1(b) if the failure of the Closing to occur within 12 months of the Effective Date is due solely to the inaccuracy of Buyer's representations and warranties under Section 3.4, then the Deposit shall be returned to Buyer.

9.3 Specific Performance. Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligations to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performances of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is

an adequate remedy at law, and shall waive any requirement that Buyer post a bond or other security in connection therewith, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision. As a condition to seeking specific performance of Seller's performance to assign and transfer the Purchased Assets, Buyer shall not be required to tender the Purchase Price but shall be ready, willing and able to do upon such assignment and transfer.

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

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1. 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.

10.2. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed; provided, however, Seller shall not be obligated to consent to any assignment which could reasonably be expected to delay Closing by more than two (2) weeks. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment or consent shall relieve any party of any obligations, liabilities, or rights under this Agreement.

10.3. 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.

10.4. 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.

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

Notices to Buyer:

R M Broadcasting, LLC
75-153 Merle Dr., Suite G
Palm Desert, CA 92211
Attn. Todd Marker

With a copy to:

David Burns, Esq.
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW
Washington, DC 20036

Notices to Seller:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765]
Attention: Joseph C. Miller, Vice President Signal
Development

With a copy to:

Paige Fronabarger, Esq.
Wilkinson Barker Knauer LLP
1800 M Street, N.W., Suite 800N
Washington, D.C. 20036

10.6. Entire Agreement. This Agreement, including the exhibits and 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. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

10.7. Expenses. Except as otherwise set forth herein, 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.

10.8. 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.

10.9 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.

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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: Alan Mason

Title: President

Date: 10/5/17

BUYER:

R M BROADCASTING, LLC

By: _____

Name:

Title:


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: Alan Mason
Title: President
Date: _____

BUYER: R M BROADCASTING, LLC

By:  _____
Name: Todd Marker
Title: President

Schedule 1.2(a)

ASSETS

Item	Manufacturer	Model	Serial/Equipment ID
Transmitter	Crown	FM30E	S/N 095258
Receiver	Inovonics	Aaron 650	S/N 257
Transmit Antenna	Nicom	BK-77	
Receive Antenna	Scala	Yagi	

Schedule 1.2(b)

FCC LICENSES

Station K268AH, Palm Springs, California

Facility ID Number 82427

Educational Media Foundation

<u>Call Sign/ FCC Facility Id. No.</u>	<u>Community of License</u>	<u>FCC File Number</u>	<u>Grant Date</u>	<u>Expiration Date</u>
K268AH Fac. Id #: 82427	Palm Springs, CA	BLFT-20161011AAL BPFT-20170314AAF	10-25-2016 8-16-2017	12-1-2021 8-16-2020