

To: Gene Church

As per your request.

From: Wendell Borrink

## **TIME BROKERAGE AGREEMENT/ASSET PURCHASE AGREEMENT**

This Time Brokerage Agreement/Asset Purchase Agreement ("Agreement") is entered into on the 9~~TH~~ day of December, 2011 between WVCV, Inc. ("Owner", "Licensee", "Seller") and Divine Word Communications, and Alabama non-profit corporation doing business in Florida as Divine Word Radio, Inc. ("Buyer"), (collectively "the Parties").

### **RECITALS:**

WHEREAS, Owner, Licensee and Seller is the licensee, pursuant to authorizations issued by the Federal Communications Commission ("FCC"), of radio station AM-1330, WVCV in Tallahassee, Florida ("Station");

WHEREAS, Owner and Seller owns certain assets used in connection with the business and operations of the Station;

WHEREAS, Owner and Seller desire to sell the transmitter and all equipment associated with the operation of the Station to Buyer;

WHEREAS, with the signing of this Agreement, Owner has ceased its prior Time Brokerage Agreement with Kepha Communications, Inc., but has provided Kepha Communications, Inc. with a right of first refusal at the financial position that Buyer is in at the time of the exercise of their option;

WHEREAS, during the term of this Agreement, Owner wishes to retain Buyer to provide programming and related services for the Station, subject to the Owner's full authority to manage and control the operation of the Station;

WHEREAS, Buyer and Seller agree to cooperate to make this Agreement work to the benefit of the public and both parties as contemplated by this Agreement.

NOW THEREFORE, in consideration of the above, and mutual promises contained herein, the Parties intending to be legally bound, agree as follows:

1. **Effective Date and Term:** The parties acknowledge that the effective date of this Agreement is January 1, 2012. This Agreement will have a term of 54 months. It is contemplated by the Parties that on or before that date, the FCC license and all assets under this Agreement will be transferred to Buyer.
2. During the term of this Agreement, Owner shall make available to Buyer broadcast time on the Station. Buyer shall deliver such programming, at its expense, to the Station's transmitter. Owner agrees to broadcast such programming in its entirety, on the facilities of the Station without interruption, deletion, or addition of any kind. Buyer agrees to serve as an EWTN Radio Affiliate, carrying Catholic programming as has been carried by Station for the last 5 years.

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3. Seller agrees to sell the transmitter, any equipment used to transmit on the Station and the rights to the License, subject to FCC approval, to the Buyer, for the sum of \$135,000 ("indebtedness"), payable as follows:
    - a. Buyer will pay the sum of Three Thousand Dollars (\$3,000) within 3 days of the signing of this Agreement by the Parties.
    - b. Buyer will pay the sum of Ten Thousand Dollars (\$10,000) on January 1, 2012.
    - c. Beginning March 1, 2012, and on a monthly basis on the first of each month until such sum is paid in full, Buyer will begin making payments of Five Thousand Dollars (\$5,000) per month, of which Three Thousand Dollars (\$3,000) per month shall go to reduce the indebtedness, and the remaining Two Thousand Dollars (\$2,000) will pay expenses as outlined below.
    - d. Buyer can pay the remaining indebtedness off sooner, in the discretion of the Buyer, with no penalty for early payment. The balance on the sale will accrue interest at eight percent (8%) simple interest annually as part of the payment of Five Thousand Dollars (\$5,000).
  4. The parties acknowledge that Mr. Erwin O'Conner shall continue to serve as chief operator and chief engineer with duties as set forth in FCC rules, as well as Engineering Technician as set forth in this Agreement, for WCVC, Inc.
  5. Buyer will endeavor to operate the Station in conformance with FCC regulations as enumerated in this Agreement and in particular related to main studio, local telephone, Station identification, local programming, and business hours operation. Licensee shall cooperate in such endeavor and provide engineering technical support for such matters as well as insure same pursuant to those services provided for in this Agreement.
  6. Upon execution of this agreement, Buyer will pay the lump sum payment \$3,000 to Licensee, and pay the lump sum of \$10,000 to Licensee by January 1, 2012 as referred to above. The Parties agree that such payments reduce the principal amount due for the Purchase of the Station. Beginning March 1, 2012, Buyer agrees to pay the sum of Five Thousand Dollars (\$5,000) per month, referenced above, which includes Two Thousand Dollars (\$2,000) per month paying Buyer's full responsibility for all fees or charges of any other kind from Licensee to Buyer from any source whatsoever, including but not limited to Tower License Fee, utilities, insurance, music royalties, Engineering Technician Fee, and local telephone.
  7. Upon Buyer's final payment of the indebtedness to the Seller, Seller shall assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title and interest of Seller in and to the all of the rights held by Seller in the FCC License(s) and rights of whatsoever kind and nature, held by Seller and used or useful in the operation of the Station.
  8. All payments by Buyer under this Agreement, with the exception of the initial Three Thousand Dollar (\$3,000) payment, are due on or before the first day of the month. If payment is not tendered by Buyer through US Mail or by Buyer's Bank BillPay by the 10<sup>th</sup> of the month, Seller may declare the Buyer in Default, and will send notice to Seller of default to the following address: Attention: Gene Church, Divine Word Communications, P O Box 866, Pensacola, Florida 32591. Buyer will have fifteen (15) days to cure the Default by payment of the sum due. At the end of the fifteen (15) day period, the Seller, in his discretion, will have the right to terminate this Agreement and

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- retain exclusive possession of all assets that belonged to Seller at the time of the signing of this Agreement, provided however, that ending the Agreement is the exclusive remedy provided to the Seller in case of default.
9. **CLOSING.** At the Closing, Seller shall deliver to Buyer a properly executed Bill of Sale to transfer the Station Assets. The closing shall take place upon issuance by the FCC of its Final Consent. The date the closing takes place is hereinafter referred to as the Closing Date.
10. **REPRESENTATIONS AND WARRANTIES.** Each party represents to the other that: (a) the Station Assets being transferred are free and clear of any lien or encumbrance; (b) the assignments are not "fraudulent transfers" under the provisions of federal or state bankruptcy laws; and (c) they have full power in accordance with law to execute and perform under the terms of this Agreement, and such execution and performance does not conflict with any contract to which they are a party or to which they are subject.
11. **EXPENSES.** Each party shall pay their own expenses and costs, including, without limitation, all accountants' and counsel fees.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successors or assigns. Any condition to a party's obligations hereunder may be waived by such party.
14. **FCC MATTERS.**
- 14.1 **FCC Consent to Assignment.** Notwithstanding anything herein to the contrary, the terms and conditions of this Agreement are subject to and conditioned upon the FCC's Order becoming a Final Consent prior to the Closing Date, thereby granting consent to the application described in Section 13.2 below.
- 14.2 **Application for Consent; Cooperation of the Parties.** Seller and Buyer shall within 15 days of the final payment of the indebtedness file an application ("Application") seeking FCC's consent to the assignment of the Station license to Buyer (the "Assignment"). The parties shall promptly and diligently file and expeditiously prosecute all necessary amendments, briefs, pleadings, documents and supporting data to that Application, and take all such actions and give all such notices as may be required or requested by the FCC or as may be appropriate in an effort to expedite the approval of the Application by the FCC. In the event of the filing of any protest, petition to deny, petition for reconsideration, or appeal of the FCC's consent or approval, or other action seeking review or reconsideration of such consent and approval, the parties mutually agree that any such filing or action will be vigorously opposed by each of them.
- 14.3 **Definitions.** "FCC's Order" shall mean an order of the Federal Communications Commission ("FCC") consenting to the Assignment. "Final Consent" shall mean an FCC public notice announcing FCC consent as to what time the period for seeking or filing a request for administrative or judicial review or reconsideration has expired without any such action or filing seeking review or reconsideration having been made, or, in the event

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of such action or filing, the FCC consent has been reaffirmed or upheld and the time for seeking further administrative or judicial review with respect thereto has expired without any request or action for such further review having been filed or made.

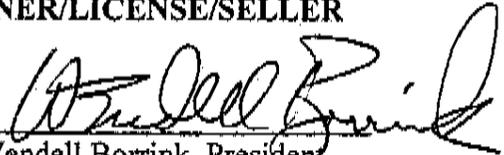
Dated this \_\_\_\_\_ day of December, 2011.

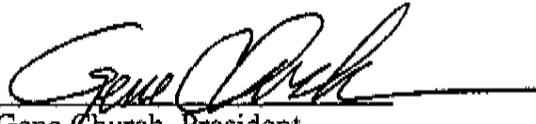
**WCVC, Inc.**

**Divine Word Communications, doing  
business in Florida as  
Divine Word Radio, Inc.**

**OWNER/LICENSE/SELLER**

**BUYER**

By   
Wendell Borrink, President

By   
Gene Church, President

Date 12/9/11

Date 12/10/11