

LIMITED ASSET PURCHASE AGREEMENT

This Limited Asset Purchase Agreement ("LAPA") is made and entered into this 30th day of January, 2018 by and between **Calvary, Inc.**, a Pennsylvania corporation ("Seller") and **Broadcast Communications, Inc.**, a Pennsylvania corporation ("Buyer") under the governing laws of the Commonwealth of Pennsylvania.

Whereas, Seller owns the 1410 AM KQV Pittsburgh, PA broadcast license and a studio transmitter link (STL) Authorization, both (the "Licenses") issued by the Federal Communications Commission (the "FCC") And Seller owns studio and transmitter site broadcast equipment (the "Equipment") previously used in the operation of radio station 1410 KQV Pittsburgh, PA ("Station"). Seller also owns other items including: office equipment, desks, computers, logos, news sounders, jingles, production libraries, and other such items (the "Items") and Seller owns customer lists and billing historical information for previous customers (the "Lists") and Seller owns FCC documents and records (the "Documents") and Seller owns the KQV news web site (the "Web Site").

Whereas, Seller discontinued its operations of Station at the end of 2017, and Seller desires to sell the Licenses, the Equipment, the Items, the Lists, the Documents, and the Web Site (the "Assets") to Buyer, and Buyer desires to purchase the Licenses, the Equipment, the Items, the Lists, the Documents, and the Web Site (the "Assets") from Seller.

Now Therefore, both Seller and Buyer (the "Parties") as hereby set forth intending to be legally bound hereby agree as follows:

1. The Buyer is purchasing the Assets free and clear of any liens and encumbrances of any nature whatsoever from the Seller for a total purchase price of Fifty-Five Thousand Dollars (\$55,000.00). Upon the Parties signing this LAPA, within five business days, twenty percent (20%) of the purchase price (the "Deposit"), Eleven Thousand Dollars (\$11,000.00) will be issued by company check from Broadcast Communications, Inc. and hand delivered to Calvary, Inc. for this transaction. The remaining balance of Forty-Four Thousand Dollars (\$44,000.00) will be paid at the transaction closing (the "Closing") which shall occur within ten business days of the FCC grant becoming final and at a location agreeable to both Parties. At the Closing, the Seller shall provide basic closing documents, such as a "Bill of Sale", as agreeable to Buyer to provide evidence that the Assets have been transferred and sold free and clear of any liens and encumbrances to Buyer.

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2. Upon the Parties signing this LAPA, within ten business days, or as soon as practical, the Parties shall file an FCC Application requesting the transfer of the FCC broadcast license from Seller to Buyer. The cost of this Application shall be shared equally by each Party.
3. Seller hereby grants permission to Buyer to file an engineering application (at Buyer's sole expense) with the FCC to move the transmission facilities of 1410 KQV to the transmitter site of 810 WEDO McKeesport, PA. Seller also grants permission to Buyer (at Buyer's sole expense) to file an engineering application with the FCC to modify the Station STL authorization to specify a modified path running from Buyer's studio location to the 810 WEDO transmitter site. Both of the above referenced engineering applications to be filed concurrently (or as soon as practical) with the FCC License Transfer Application. Additionally, Seller will file and/or permit to be filed (at Buyer's sole expense) with Buyer's assistance and through the use of Buyer's engineering consultant an Application for an FM translator to rebroadcast Station (KQV).
4. After closing has occurred, Buyer, as quickly as practical shall remove the Equipment, Items, Lists, and Documents from Station that Buyer (in Buyer's sole discretion) will reuse in the relocated operation of Station. Specifically, Buyer has full right to remove any Equipment, Items, Lists, and Documents that Buyer will be reusing. However, there will be some outdated Equipment that Buyer will not be reusing and any such Equipment that Buyer chooses not to remove will not be the responsibility of Buyer and will revert back to the ownership of Seller with Buyer not obligated to remove such equipment that Buyer will not be using. The Equipment inventory both Transmitter and Downtown Studios are attached as Exhibit "A" Transmitter Site Equipment and Exhibit "B" Studio Equipment. It is noted that the Exhibit B Studio Equipment will be transported, stored and available for pick-up at the Station transmitter site. The Parties understand and specifically note that Items, Lists and Documents are limited to what actually exists. Specifically, regarding Web Site, Seller will provide all access passwords and complete credential information to Buyer for the Web Site so that Buyer may take control of the Web Site as quickly as practical after closing has occurred. However, depending upon Buyer's review of the Web Site contractual expense, Buyer retains the right to not accept ownership of the Web Site, and in such case Buyer will construct and launch its own version of the Web Site but will be permitted to use the basic design, look and functionality of Seller's Web Site. If Buyer decides (in Buyer's sole discretion) to not accept ownership of Web Site, then Seller will cease and discontinue Web Site from the internet.

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5. If either Party is found to be in default of any of the terms of this Agreement, the Party in default, upon notification of any such default, shall be entitled to a cure period of 30 days. Civil damages relating to the Parties in their performance of this LAPA are limited to the Seller retaining the Buyer's Deposit and the Buyer having the right to enforce upon the Seller specific performance.
6. The Parties agree that other than Roger Rafson of CMS Station Brokerage, Inc. of Pittsburgh, Pennsylvania, whose commission, fees and/or costs will be paid solely by the Seller, there are no other brokers, agents, or intermediaries involved in this transaction who would be entitled to a commission, percentage or brokerage fee.
7. This LAPA maybe executed in one or more counterparts, each of which will be deemed as an original and all of which together will constitute the same agreement, and this LAPA is the entire agreement between the Parties.

In Witness Whereof, the Parties hereto have executed this agreement as of the date and year first above written.

BUYER:

BROADCAST COMMUNICATIONS, INC.

BY: *Robert M. Stevens*
Robert M. Stevens, President

SELLER:

CALVARY, INC.

BY: *Robert W. Dickey, Jr.*
Robert W. Dickey, Jr., Vice President/General Manager

Exhibit "A"

Equipment Inventory

Transmitter



| ITEM | DESCRIPTION | MODEL | LOCATION | QUANTITY | STATUS |
|----------------------------------|--------------------------------------------------------|---------------|------------------|----------|------------------------|
| Matt Aurar Receiver | Studio to Transmitter Link (Receiver) | R-10 | Transmitter Site | 2 Units | In Use / 1 (Backup) |
| RCA Modulation Monitor | Modulation Monitor | BW-50A | Transmitter Site | 1 Unit | IN USE |
| Orban Optimod | AM Audio Processor | 9100B | Transmitter Site | 1 Unit | IN USE |
| CRL Systems Modulation Control | Peak Modulation Control | PMC-450 | Transmitter Site | 1 Unit | IN USE |
| JTA Electronics Transmitter | Parts AM Transmitter - 5 KW (Parts Only) | AM 5000-A | Transmitter Site | 1 Unit | (Parts) |
| Gates Air AM Transmitter | Main AM Transmitter - 5 KW (Solid State) | Gates-5 | Transmitter Site | 1 Unit | IN USE |
| Bauer AM Transmitter | Auxiliary AM Transmitter - 5 KW (Tube) | FB - 5V | Transmitter Site | 1 Unit | BACKUP |
| Potomac Antenna Monitor | 5 Tower Monitor | AM-19D | Transmitter Site | 1 Unit | IN USE |
| Burk ARC Plus Touch | Transmitter Remote Control (Internet) | Plus/Touch | Transmitter Site | 1 Unit | IN USE |
| Burk Plus X | Relay Adaptor for ARC plus Touch | Dual IP-8 | Transmitter Site | 1 Unit | IN USE |
| Burk ARC 16 | Transmitter Remote Control (Xmitr to Studio via Telco) | ARC-16 | Transmitter Site | 1 Unit | BACKUP |
| Burk ARC 16 | Transmitter Remote Control (Studio to Xmitr via Telco) | ARC-16 | Studio | 1 Unit | BACKUP |
| Delta Electronics CP Bridge | Common Point Bridge | | Transmitter Site | 1 Unit | IN USE |
| Delta Electronics Meter & Toroid | RF Amp Meter & Toroid | TCA 10/20 EXR | Transmitter Site | 9 Units | IN USE |
| Westinghouse DC Meters | DC RF Amp Meters | | Transmitter Site | 18 Units | (Test Equipment) |
| General Radio Unit Oscillator | 50-50 Unit Oscillator | 1211-0 | Transmitter Site | 1 Unit | (Test Equipment) |
| Moseley Remote Broadcast Unit | Remote Broadcast Control Unit | | Transmitter Site | 1 Unit | (Vintage - Not in Use) |
| HP Voltage - Ohm Meter | Voltage - Ohm Meter | HP 410A | Transmitter Site | 1 Unit | (Vintage - Not in Use) |
| HP Electronic Counter | Electronic Counter | 5248-M | Transmitter Site | 1 Unit | (Vintage - Not in Use) |
| DigiMax Frequency Counter | Frequency Counter | D-1200 | Transmitter Site | 1 Unit | (Vintage - Not in Use) |
| General Radio Bridge | Radio Frequency Bridge | 916-A | Transmitter Site | 1 Unit | (Vintage - Not in Use) |
| Simpson Multi Meter | Multi Meter | 260 | Transmitter Site | 2 Units | (Test Equipment) |

AMS Budd's

Exhibit 1A

| ITEM | DESCRIPTION | MODEL | LOCATION | QUANTITY | STATUS |
|------------------------------|--------------------------------|-------------|------------------|----------|------------------------|
| HP Distortion Analyzer | Distortion Analyzer | 11296 | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Dumont Oscillograph | Cathode Ray Oscillograph | 208-B | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Dax-Tronics Amp | AM RF Amplifier | RFA-5 | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Ultra Patch Patch Bay | 48 Point Patch Bay | PX-2000 | Transmitter Site | 1 Unit | Vintage - Not in Use |
| RCA Microphone Amp | Portable Remote Microphone Amp | | Transmitter Site | 1 Unit | Vintage - Not in Use |
| RCA Mixer | Portable Remote Mixer | OP-7 | Transmitter Site | 2 Units | Vintage - Not in Use |
| Link Radio Corp. Receiver | Receiver | 2340-R | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Hammerlund Receiver | AM Receiver | 180-A | Transmitter Site | 2 Units | Vintage - Not in Use |
| RCA Mod Monitor | Modulation Monitor | BW-86F | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Lang Equalizer | Program Equalizer | PEQ-2 | Transmitter Site | 1 Unit | Vintage - Not in Use |
| HP Signal Generator | Audio Signal Generator | 205-AG | Transmitter Site | 1 Unit | Vintage - Not in Use |
| Hickok Tube Tester | Tube Tester | 634 | Transmitter Site | 1 Unit | (Test Equipment) |
| NextLink Computer | PC - Windows 7 | 7-p10 | Transmitter Site | 1 Unit | IN USE |
| Speed Air Compressor | 20 gallon Air Compressor | 32091 | Xmitter - SHOP | 1 Unit | (Vintage - Not in Use) |
| Lincoln Arc Welder | Arc Welder | 7535-006 | Xmitter - SHOP | 1 Unit | IN USE |
| Delta Drill Press | Drill Press (free Standing) | | Xmitter - SHOP | 1 Unit | IN USE |
| Thor Grinder | 6" Bench Grinder | 9704 | Xmitter - SHOP | 1 Unit | IN USE |
| Motorola DC Power Supply | DC Power Supply | T-1012-A | Xmitter - SHOP | 1 Unit | IN USE |
| Microtia DC/AC Power Supply | Adjustable AC/DC Power Supply | 22121 | Xmitter - SHOP | 1 Unit | IN USE |
| Caterpillar Diesel Generator | Diesel Generator | 93109-88213 | Xmitter - SHOP | 1 Unit | IN USE |

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Equipment Inventory

Downtown Studios

Exhibit "B"



| ITEM | DESCRIPTION | MODEL | LOCATION | QUANTITY | STATUS |
|-------------------------------|----------------------------------|--------------|------------|----------|----------------------|
| SAGE Digital ENDEC | EAS ENDEC | 3644 | Studios | 1 Units | IN USE |
| SAGE ENDEC Receiver | Multi Channel ENDEC Receiver | | Studios | 2 Units | IN USE |
| McCurdy Patch Switch | Patch Switch | | Studios | 1 Unit | IN USE |
| Zercom Patch Switch | Patch Switch | | Studios | 2 Units | IN USE |
| Broadcast Tools Switcher | 6 x 1 Router - Switcher | GPI/RS-232 | Studios | 15 Units | IN USE |
| Audio Matrix DA | 4 x Distribution Amplifier | DA 1600 b | Studios | 2 Units | IN USE |
| DeJhon CD Recorder | CD Recorder | DNC650R | Studios | 1 Unit | IN USE |
| Sangean HD Receiver | HD Radio Receiver | HDT-1 | Studios | 1 Unit | IN USE |
| Allen & Heath Mixer | Production Mixer Board | ZED-14 | Studios | 1 Unit | IN USE |
| Talos H x 1 Phone System | Studio - On Air Phone Engine | HX-1 | Studios | 2 Units | IN USE |
| Talos VX-6 Hand Set | Studio - On Air Phone Handset | VX-6 | Studios | 1 Unit | IN USE |
| Tascam Tape Recorder | Reel to Reel Tape Recorder | BR-20 Series | Studios | 3 Units | Inage - (Not in Use) |
| ART Compressor | 2 Channel Compressor | CS-2 | Studios | 1 Unit | IN USE |
| Gumline Turntable | Belt Drive Record Turntable | | Studios | 1 Unit | IN USE |
| ITC Cart Machine | Tape Cartridge Player | | Studios | 1 Unit | Inage - (Not in Use) |
| Continental Elec. Air Console | On Air Mixer Console | MXB-1002 | Studios | 1 Unit | IN USE |
| Audio Tech Microphone | Guest & Production Microphones | ST-95 | Studios | 6 Units | IN USE |
| K.H. Speakers | Studo Speakers | | Studios | 4 Units | IN USE |
| DYNAMAX Air Console | 12 Pot Air Board - Mixer Console | | Air Studio | 1 Unit | IN USE |
| Air Tools Audio Delay | Cough - Audio Delay | 6000 | Air Studio | 1 Unit | IN USE |
| Rane Headphone Amp | 6 x Headphone Amplifier | HC-6 | Air Studio | 1 Unit | IN USE |
| Electro Voice Microphone | Main Air Studio Microphone | RE-20 | Air Studio | 1 Unit | IN USE |

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