

# ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of April 19, 201~~8~~, between Two Black Cadillacs, Inc., an Indiana Not for Profit Company ("*Buyer*"), and New Beginnings Movement Inc. by Martin Hensley as authorized agent (hereinafter, collectively, "*Seller*").

## RECITALS

Seller is the owner of and has all rights and title to radio frequencies 103.5 and 104.3 (collectively, the "frequencies").

Seller owns or holds certain tangible and intangible assets, including certain licenses, permits and authorizations issued by the Federal Communications Commission (the "*FCC*") with respect to the frequencies.

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of Seller used or held for use in the ownership and operation of the frequencies.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

## 1. PURCHASE AND SALE OF ASSETS

**1.1 Assets to be Transferred.** Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following: (i) the licenses, permits, authorizations items of tangible personal property with respect to the frequencies described or listed in Schedule 1.1 attached hereto (collectively, the "Purchased Assets").

**1.2 Excluded assets:** The purchased assets shall not include:

- A. Seller's cash on hand at the closing;
- B. Seller's accounts receivable; and
- C. Seller's accounts payable.

## 2. PURCHASE PRICE; PAYMENT

**2.1 Purchase Price.** The purchase price (the "*Purchase Price*") for the Purchased Assets shall be Sixty Thousand and No/100 Dollars (\$60,000.00), payable in immediately available funds at Closing (defined below).

**2.2 Allocation of Purchase Price.** The aggregate Purchase Price shall be allocated among the Purchased Assets for tax purposes in accordance with Schedule 2.2. Seller and Buyer

will follow and use such allocation in all tax returns, filings or other related reports made by them to any governmental agencies.

**2.3 Payment of Purchase Price.** The Purchase Price shall be paid by Buyer as follows:

- A. Earnest Money. No later than five (5) business days after the date hereof, Buyer shall deposit with Lora N. Williams Attorney Escrow Account an earnest money deposit in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "*Earnest Money*"). The Earnest Money shall be disbursed at Closing to Seller for application to the Purchase Price.
- B. Balance at Closing. At Closing, Buyer shall direct Lora N. Williams Attorney to deliver the Earnest Money to Seller and shall pay to Seller the balance (\$59,000.) of the Purchase Price.

**2.4 Pro-rations**

- A. Expenses arising from the operation of the frequencies including utilities, taxes and assessments shall be prorated between buyer and seller in accordance with Generally Accepted Accounting Principles and the principle that Seller shall be responsible for all expenses and obligations allocable to the period prior to the closing date, and Buyer shall be responsible for all expenses and obligations allocable to the period on and after the closing date.

**3. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

**3.1 Organization, Standing, and Authority.** New Beginnings Movement Inc. is duly organized, validly existing, and in good standing under the laws of the State of Indiana at the time of signing of this document. Seller Martin Hensley represents and warrants that he is duly authorized to act as the agent for New Beginnings Movement Inc. and that his actions shall bind both himself and New Beginnings Movement Inc.. Seller has the requisite power and authority to enter into and fulfill its obligations under this Agreement. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions of Seller.

**3.2 No Undisclosed Liabilities.** Seller has no debts, liabilities or obligations of any kind whatsoever (including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation, responsibility, litigation or threat of litigation), whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, or whether due or to become due relating to the Business, except those liabilities or obligations incurred by

Seller in the ordinary course of business and consistent with its past practices and that are reflected in the Business Records of Seller.

**3.3 Business in the Ordinary Course.** Until the Closing Date, unless Buyer otherwise furnishes its written consent, Seller shall operate the Business only in the usual, regular and ordinary course; preserve intact the present business organization and material and beneficial relationships with employees, customers, suppliers, and other persons having business dealings with Seller and conserve the goodwill and going business of Seller; maintain all of its structures, equipment, vehicles, and other tangible personal property in its present condition, except for ordinary wear and tear or damage by unavoidable casualty; or not enter into or assume any contract or commitment except in the ordinary course of business.

#### **4. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and shall remain true and correct to and including the Closing Date.

**4.1 Organization, Standing, and Authority.** Buyer is duly organized, validly existing and in good standing under the laws of the State of Indiana. Buyer has the requisite power and authority to enter into and fulfill its obligations under this Agreement. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions of Buyer.

#### **5. APPLICATIONS TO AND CONSENT BY FCC**

**5.1 FCC Consent.** Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its written consent to an application for consent to the assignment of the FCC Authorizations from Seller to Buyer (the "*Assignment Application*") without any condition materially adverse to Buyer (the "*FCC Consent*").

**5.2 Assignment Application and Notice.** As promptly as practicable and no later than five (5) business days after the date of this Agreement, Seller and Buyer shall file the Assignment Application with the FCC, including all information, data, exhibits, resolutions, statements and other materials necessary and proper in connection with such Assignment Application. Seller shall, at its expense, give due notice of the filing of the Assignment Application by broadcasting notice of such filing on the frequencies or by such other means as may be required by the rules and regulations of the FCC; provided that Buyer shall deliver to Seller on the date the Assignment Application is filed with the FCC, the information relating to Buyer that is required to be included in such notice.

**5.3 Assignment Application Expenses and Fees.** Each party shall be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. All filing fees imposed by the FCC for the Assignment Application shall be paid one-half each by Seller and Buyer.

**5.4 Cooperation.** Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this agreement. Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their commercially reasonable efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this agreement.

## **6. CLOSING**

**6.1 Closing.** The closing of this transaction (the "*Closing*") shall take place on the fifth (5<sup>th</sup>) business day following the date of the grant of the FCC Consent, or on such other date to which the parties mutually agree (the "*Closing Date*"). The Closing shall be conducted by exchange of documents in person, by facsimile, electronically, and overnight carrier or such other means as the parties shall agree upon.

## **7. TERMINATION**

**7.1 Termination by Mutual Agreement.** This Agreement may be terminated without further liability of any party at any time prior to the Closing:

- (a) by mutual written agreement of Buyer and Seller, or
- (b) by either Buyer or Seller if the Closing shall not have occurred on or before the date which is nine (9) months from the date on which the Assignment Application is filed with the FCC, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date, or
- (c) by either Buyer or Seller if Buyer is unable to obtain satisfactory financing within ninety (90) days of the signing of this Agreement, recognizing that Buyer has applied for and received preliminary approval on such financing, or
- (c) by either Buyer or Seller if the Assignment Application is denied by the FCC for any reason.

### **7.2 Termination for Breach.**

(a) Termination by Buyer. If Seller has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Buyer, Buyer may terminate this Agreement. Upon termination of this Agreement by Buyer pursuant to this Section 7.2(a), Buyer shall be entitled to receive all of the Earnest Money plus any monies expended in pursuit of the purchase of this business which monies were spent after the signing of this Purchase Agreement, including but not limited to attorney fees.

(b) Termination by Seller. If Buyer has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Seller, Seller may terminate this Agreement. Upon termination of this Agreement by Seller pursuant to

this Section 7.2(b), Seller shall be entitled to receive One Thousand and No/100 Dollars (\$1,000.00) of the Earnest Money.

## **8. MISCELLANEOUS**

**8.1 Miscellaneous.** Either party may assign its rights and obligations under this Agreement without consent of the other party, provided such assignee agrees to assume the obligations under this Agreement. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes any and all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by both parties. Each party represents and warrants that its entry into this Agreement does not, and the satisfaction of its obligations hereunder will not, constitute a breach or violation of any other agreement to which it is a party. Each party will keep confidential all information obtained from the other party in connection with the transactions contemplated by this Agreement, and the existence and terms of this Agreement except, and to the extent that disclosure is required by law, including without limitation, the rules and published policies of the FCC. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were on the same instrument. Delivery of a counterpart signature to this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original counterpart signature. This Agreement shall be governed by and construed according to the laws of the State of Indiana, without regard to its conflict-of-laws provisions.

**8.2 Notice.** All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Seller, to:

New Beginnings Movement Inc.  
c/o Martin Hensley

15 Wood St  
PO Box 846  
Greenfield, IN 46140

or to such other person or address as Seller shall furnish to Buyer in writing.

(b) If to Buyer to:  
Two Black Cadillacs, Inc.,  
c/o Kathy Verseman and Sandra Biddinger  
PO Box 43  
Greensburg, IN 47240

or to such other person or address as Buyer shall furnish to Seller in writing.

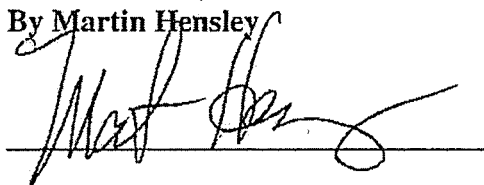
If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be delivered the next business day after transmission (and seller shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. Mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee refuses to accept delivery, as of the date of such refusal. If the addressee fails to accept delivery of notice sent by U.S. Mail, such notice shall be deemed delivered as of the date of the first notice of delivery. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

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

**SELLER:**

**New Beginnings Movement Inc.**

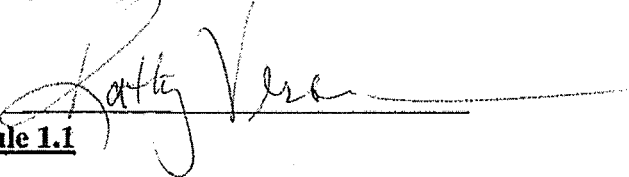
By Martin Hensley



**BUYER:**

**Two Black Cadillacs, Inc.**

By Kathy Verseman



**Schedule 1.1**

**Schedule 1.1**

103.5 : FM Antenna and Elettronica FM Transmitter

104.3 : FM Antenna and P Tek FM Transmitter

STL : Marti STL Transmitter and Receiver

19 Inch Equipment Rack

**Schedule 2.2**

103.5 and related assets: \$30,000

104.3 and related assets: \$30,000