

## Purchase Agreement

This Purchase Agreement is made this 11<sup>th</sup> day of January, 2017 by and between Alaska Integrated Media, Inc. ("Seller") and Christian Broadcasting, Inc. ("Buyer").

WHEREAS, Seller owns certain tangible personal property, as further identified herein (the "Property"), that is encumbered by one or more federal tax liens held by the Internal Revenue Service ("IRS"); and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property subject to Buyer obtaining a certificate of discharge of the federal tax lien(s) from the IRS ("Certificate of Discharge") discharging the liens from the Property upon payment of the purchase price to the IRS, and the satisfaction of any other conditions of closing.

NOW THEREFORE, for good and valuable consideration, Seller and Buyer, intending to be legally bound hereby, agree as follows.

1. Sale. Seller represents and warrants to Buyer that it is the sole owner of the following described Property, and on a closing date to be determined by Buyer (the "Closing Date"), Seller agrees to sell, and Buyer, subject to the terms and conditions herein, agrees to purchase the Property from Seller free and clear of all liens and encumbrances of any kind, in "AS IS" condition, without any other Seller warranty, express or implied, including but not limited to any warranty as to the condition of the Property:

Energy-Onix Model Pulsar 10,000, 10 Kw, AM Broadcast Transmitter, single phase

220vac Freq: 1020 KHz.

(1) presonus HP4 4-channel headphone amp

(3) AKG K99 stereo headphone

(1) OC White pro triple mic boom elite

(1) Ultimate Stands tabletop mic stand with shock mount

(3) Electrovoice RE320 microphone

(3) Electrovoice 309A suspension shock mount

(3) BSW RE320 pop filter

(3) Symetrix 528E voice processor

(1) Mackie 1402-VLZ4 mixer

(1) Dell computer with soundcard, monitor, keyboard, mouse

(1) HP 6500 Plus printer

(1) single line phone hybrid

(1) multi-line phone hybrid

(2) analog telephones

(1) wireless Internet router

(1) Henry Engineering Matchbox HD interface amplifier

(1) Barix Instreamer (encode end of AoIP from Valley studio to Anchorage)

(2) wall-mounted desks/workspaces

(1) set of shelves

small toolbox with various tools

various A/C power strips

various audio cables and adapters, extra

various Ethernet and telephone cables, extra

2. Certificate of Discharge; Lien Release. Seller, at its sole cost and expense, shall take all actions necessary to obtain a Certificate of Discharge from the IRS for the purchase price set forth herein, including the submission of all documentation in connection therewith. The issuance of IRS documentation agreeing to issue the Certificate of Discharge conditioned upon the receipt of the Purchase Price (as defined herein) shall be a condition to Seller's obligation to consummate the transaction contemplated herein. Seller shall promptly provide Buyer with a copy of all submissions to the IRS in furtherance hereof, and a copy of all written documentation received from the IRS. In addition, Seller, at its sole cost and expense, shall take all other actions necessary to secure the release of any other liens or encumbrances on the Property.
3. Consideration. The purchase price for the Property shall be Seven Thousand Dollars (\$7,000) payable by cashier's check to the IRS in accordance with the requirements of the Certificate of Discharge.
4. Closing. On the Closing Date, subject to the satisfaction of the conditions set forth herein, Seller and Buyer shall execute the bill of sale attached hereto as Exhibit A, and Buyer shall remit the Purchase Price to the IRS in accordance herewith.
5. Authority. Seller and Buyer each represent to each other that (a) this Purchase Agreement has been approved and is authorized in accordance with applicable corporate procedure, and (b) no other authority or approval of Seller or Buyer or any third party, other than those contemplated herein, are necessary for the execution or consummation of this Purchase Agreement.
6. Entire Agreement. This Purchase Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Purchase Agreement except as expressly set forth in this Agreement. This Purchase Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.
7. Counterparts. This Purchase Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

Christian Broadcasting, Inc.

\_\_\_\_\_  
Name:

Title:

Alaska Integrated Media, Inc.

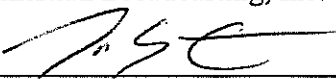
  
Name: Mike Robb

Title: President

various Ethernet and telephone cables, extra

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3. Consideration. The purchase price for the Property shall be Seven Thousand Dollars (\$7,000) payable by cashier's check to the IRS in accordance with the requirements of the Certificate of Discharge.
4. Closing. On the Closing Date, subject to the satisfaction of the conditions set forth herein, Seller and Buyer shall execute the bill of sale attached hereto as Exhibit A, and Buyer shall remit the Purchase Price to the IRS in accordance herewith.
5. Authority. Seller and Buyer each represent to each other that (a) this Purchase Agreement has been approved and is authorized in accordance with applicable corporate procedure, and (b) no other authority or approval of Seller or Buyer or any third party, other than those contemplated herein, are necessary for the execution or consummation of this Purchase Agreement.
6. Entire Agreement. This Purchase Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Purchase Agreement except as expressly set forth in this Agreement. This Purchase Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.
7. Counterparts. This Purchase Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

Christian Broadcasting, Inc.

  
Name: Tom Steigler  
Title: General Manager

Alaska Integrated Media, Inc.

\_\_\_\_\_  
Name:  
Title:

Exhibit A  
Bill of Sale

State of Alaska  
In the Municipality of Anchorage  
[Month | Date], 2017

## **Bill of Sale**

**FOR AND IN CONSIDERATION OF** the sum of Seven Thousand (\$7,000.00) U.S. Dollars, inclusive with all sales tax, paid by Cashier's Check to the Internal Revenue Service in satisfaction of a debt owed by Alaska Integrated Media, Inc (the "Seller") of 4700 Business Park Boulevard Bldg E Suite 44, Anchorage, Alaska 99503, Seller **DOES HEREBY SELL, ASSIGN, AND TRANSFER** to Christian Broadcasting, Inc., (the "Buyer") of \_\_\_\_\_, Anchorage, Alaska \_\_\_\_\_, free and clear of all liens or encumbrances of any kind, the following described property (the "Property"):

**Energy-Onix Model Pulsar 10,000, 10 Kw, AM Broadcast Transmitter, single phase  
220vac Freq: 1020 KHz.**

**one (1) presonus HP4 4-channel headphone amp**

**three (3) AKG K99 stereo headphone**

**one (1) OC White pro triple mic boom elite**

**one (1) Ultimate Stands tabletop mic stand with shock mount**

**three (3) Electrovoice RE320 microphone**

**three (3) Electrovoice 309A suspension shock mount**

**three (3) BSW RE320 pop filter**

**three (3) Symetrix 528E voice processor**

**one (1) Mackie 1402-VLZ4 mixer**

**one (1) Dell computer with soundcard, monitor, keyboard, mouse**

**one (1) HP 6500 Plus printer**

**one (1) single line phone hybrid**

**one (1) multi-line phone hybrid**

**two (2) analog telephones**

**one (1) wireless Internet router**

**one (1) Henry Engineering Matchbox HD interface amplifier**

**one (1) Barix Instreamer (encode end of AoIP from Valley studio to Anchorage)**

**two (2) wall-mounted desks/workspaces**

**one (1) set of shelves**

**small toolbox with various tools**

**various A/C power strips**

**various audio cables and adapters, extra**

**various Ethernet and telephone cables, extra**

The Property is being sold on an "AS IS" basis and the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the Property. However, the Seller's above warranty disclaimer does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Property.

The Buyer has been given the opportunity to inspect the Property, or alternatively, have the Property inspected. Additionally, the Buyer has accepted the Property in its existing condition.

Seller represents and warrants that Seller is the lawful owner of all Property, transferred hereunder, free and clear of all mortgages, liens or encumbrances of any nature whatsoever, and Seller shall indemnify, defend and hold Buyer harmless against such claims and demands.

In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorney's fees and defense costs. In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to loss of profit.

The terms of this Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be signed by the Buyer's Representative and by the Seller's Representative, and shall be effective as of [date].

**IN WITNESS WHEREOF, the parties have executed this Bill of Sale on [date].**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_, on behalf of Alaska Integrated Media, Inc.  
4700 Business Park Boulevard Bldg E Suite 44  
Anchorage, Alaska 99503

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_, on behalf of Christian Broadcasting, Inc.  
6401 E. Northern Lights  
Anchorage, Alaska 99504