

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made this 5th day of May, 2014, by and among Christian Media Associates International Inc., a Nevada corporation ("Seller"), and LeSEA Broadcasting Corporation, an Indiana non-profit corporation or a wholly owned subsidiary thereof ("Buyer").

Seller is the licensee of: KEEN Channel 17, a digital Class A Low Power Television ("LPTV") Station (the "Station") licensed to Las Vegas, Nevada (Facility Id# 10498) as per Schedule 1.2(a) pursuant to authorizations issued by the Federal Communications Commission ("FCC"). The Station includes related FCC licenses, construction permits, and other authorizations. The Station assets include the transmitting antennas, combiner and transmission lines ("Transmit Facilities") used in the operation of the Station.

The Station is presently operating and providing broadcast service in accordance with the Station FCC Licenses and the FCC's rules and regulations governing Class A television stations.

Seller desires to sell and Buyer wishes to acquire certain of the assets of the Station on the terms and subject to the conditions set forth in this agreement, including the FCC's consent to the assignment of the FCC Licenses of Station (as defined below) to Buyer. **Article 11** of this Agreement contains a glossary of defined terms.

THEREFORE, intending to be legally bound, the parties agree as follows:

1. **PURCHASE OF ASSETS**

1.1. **Closing.** Subject to satisfaction or waiver of the conditions set forth in **Section 5**, the closing of the sale and purchase of assets hereunder (the "Closing") shall take place at a mutually agreeable time by electronic exchange of documents, on a date (the "Closing Date") designated by Buyer, which date shall be no more than ten (10) days after the date of the FCC Consent (as defined in **Section 4.1**), provided, however that if an objection or petition to deny is filed with the FCC, Buyer may, in its sole discretion, elect to delay the Closing until such time as the FCC Consent becomes Final (as defined herein). The effective time of the Closing shall be 12:01 a.m., local time, on the Closing Date (the "Effective Time"). For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC 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 or reconsideration, appeal or certiorari or any 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 action by the FCC shall have expired or otherwise terminated.

1.2. **Assets of Station.** At the Closing, Seller shall assign, transfer and convey to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in the following assets (the "Assets of Station"), and no others: (i) the FCC license identified on Schedule 1.2(a) and any renewals thereof (the "FCC Licenses of Station"), including any other authorization, license, construction permit, temporary waiver or special temporary authorization relating to the Station held by Seller on the Closing Date, and any other application for license, construction

permit or other authorization relating to the Station pending before the FCC at the Closing; (ii) the equipment listed on Schedule 1.2(b) used and useful in the operation of the Station (the “Assets of Station”); (iii) the lease, license and other agreements for the antenna/tower sites of the Station identified on Schedule 1.2(c) (the “Assumed Contracts”); (iv) the call letters of the Station, any Station website domain names and content, any social media accounts, and associated goodwill; and (v) any technical information and engineering data relating to the Assets of Station in Seller’s possession, and all correspondence and other files relating to the FCC Licenses of Station and/or maintained for purposes of compliance with FCC regulations, including without limitation applicable passwords or codes for the Station’s online public inspection file. The Assets of the Station shall be delivered to Buyer in “AS IS, WHERE IS” condition, without any representation or warranty except as expressly set forth in **Section 2** of this Agreement, and Buyer acknowledges that it has not relied on or been induced to enter into this Agreement by any representation or warranty other than as set forth in **Section 2** of this Agreement. The Assets of Station shall be conveyed free and clear of all debts, liens, mortgages, pledges, security interests, claims, liabilities and encumbrances (“Liens”).

1.3. **Excluded Assets.** Buyer acknowledges that it is not buying the business of the Station as a going concern. The Assets of Station shall not include any properties, assets, privileges, rights, interests, claims, real or personal, tangible or intangible, of any type or description, of Seller except as set forth in **Section 1.2**. Specifically, Seller shall retain all trademarks, copyrights, intellectual property rights and interests, programming, agreements with programmers, agreements with advertisers, and employees and contractors used in the operation of the Station, and all other assets of Seller except as specifically set forth in **Section 1.2**.

1.4. **Purchase Price.** In consideration for the sale of the Assets of Station, at Closing Buyer shall, in addition to assuming the Assumed Obligations as defined in **Section 1.5**, pay Seller eight hundred fourteen thousand dollars (\$814,000.00) (the “Purchase Price”).

Buyer shall pay the Purchase Price as follows:

(a) Within three (3) business days of the execution of this Agreement, Buyer shall deposit by wire transfer of immediately available funds the amount of ten thousand dollars (\$10,000.00) (the “Escrow Deposit”) with the Law Office of Loren A. Piel, Ltd, 7473 W. Lake Mead Blvd Ste 100, Las Vegas, NV 89128, (the “Escrow Agent”) to be held in Escrow in a non-interest bearing account pursuant to a written escrow agreement attached hereto at Schedule 1.4(a) (the “Escrow Agreement”).

(b) At Closing, Buyer shall pay Seller the balance of the Purchase Price, i.e., eight hundred four thousand dollars (\$804,000.00), subject to prorations and adjustments as specified herein, by wire transfer of immediately available funds pursuant to wire instructions which Seller shall provide to Buyer at least two business days prior to closing.

1.5. **Assumption of Obligations.** At the Closing, Buyer shall assume and undertake to pay, satisfy, perform or discharge: (a) all liabilities, obligations and commitments of Seller accruing after the Effective Time under the Assumed Contracts; and (b) all liabilities, obligations and commitments arising from or relating to the ownership of the Assets of Station by Buyer

after the Effective Time (collectively, the “Assumed Obligations”). Seller shall pay, satisfy, perform and discharge all liabilities, obligations and commitments of Seller arising or accruing up to the Effective Time under the Assumed Contracts. Except as set forth in this **Section 1.5**, Buyer does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any other liabilities, obligations or commitments of Seller of any nature whatsoever; and Seller will indemnify and hold harmless Buyer from and against any and all such liabilities, obligations or commitments.

1.6. **Prorations.**

(a) All expenses arising from the ownership and operation of the Assets of Station shall be prorated between Buyer and Seller as of the Effective Time in accordance with generally accepted accounting practices. Such prorations shall be based upon the principle that Seller shall be responsible for all liabilities accruing in connection with the ownership and operation of the Assets of Station until the Effective Time, and Buyer shall be responsible for all such liabilities accruing thereafter. Such prorations shall include FCC regulatory fees, real and personal property taxes, utilities expenses, and liabilities under the Assumed Contracts, rents, deposits and similar prepaid and deferred items. Real and personal property taxes shall be apportioned on the basis of the latest available tax bill. Taxes arising by reason of the transfer of the Assets of Station shall not be prorated but shall be paid in accordance with **Section 1.7**. There shall be no prorations of any amounts in arrears owed by Seller under the Assumed Contracts, all of which shall be paid in full out of the proceeds due Seller at Closing.

(b) Five (5) business days prior to Closing, Seller shall deliver to Buyer a list of all items to be prorated pursuant to **Section 1.6(a)** (the “Proration Schedule”), and such prorations shall be credited against or added to the Purchase Price at Closing. In the event Buyer objects to the calculation of any proration, Seller and Buyer shall submit the prorations to a mutually acceptable independent third party for review and binding adjustment.

(c) Payment by Buyer or Seller, as the case may be, of the proration amounts determined pursuant to **Section 1.6(b)** shall be due at the Closing. Notwithstanding the foregoing, in the event that Buyer delivers a notice of disagreement with any proration, Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the items contained in the notice of disagreement. If either Buyer or Seller fails to pay when due any amount under this **Section 1.6(c)**, interest on such amount will accrue from the date payment was due to the date such payment is made at a per annum rate of five percent (5%), and such interest shall be payable upon demand.

1.7. **Transfer Taxes.** The parties shall share equally all recordation, documentary, excise, transfer, sales or use or similar Taxes or fees imposed by any Governmental Authority on this transaction.

1.8 **Local Marketing Agreement.** Prior to the Closing, Buyer may, in its sole discretion, elect to enter into a local marketing agreement (“LMA”) with Seller in the form attached hereto at Schedule 1.8 for the programming of the Station prior to Closing.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1. **Organization and Standing.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Seller has all necessary corporate power and authority to own and operate the Assets of Station and to enter into and perform this Agreement and the transactions contemplated hereby.

2.2. **Authorization and Binding Obligation.** Seller's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by Seller and constitutes its valid and binding obligation, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditor's rights generally, and to general principles of equity.

2.3. **Absence of Conflicting Agreements or Required Consents.** Except as set forth on Schedule 2.3, the execution, delivery and performance of this Agreement by Seller: (a) do not and will not require the consent, approval, authorization or other action by, or filing with or notification to, any third party or Governmental Authority, other than as contemplated by **Section 4.1**; (b) do not and will not violate any provisions of Seller's organizational documents; (c) do not and will not violate any applicable Law; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, agreement, instrument, license or permit to which either Seller or the Assets of Station are now subject.

2.4. **FCC Licenses of Station.** Seller has delivered to Buyer true and complete copies of the FCC Licenses of Station, including any and all amendments and other modifications thereto, as well as true and complete copies of the Assumed Contracts. The FCC Licenses of Station are validly held by Seller and are in full force and effect. Seller is qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (the "Communications Laws") to be the licensee and assignor of the FCC Licenses of Station. Seller has no reason to believe that the FCC Application might be challenged or might not be granted by the FCC in the ordinary course. Except for proceedings of general applicability or specific applicability to this market (i) no application, action or proceeding is pending for the modification of the FCC Licenses and (ii) no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the FCC Licenses or other authorizations. The Station is licensed as a digital Class A television station under Part 73, Subpart J of the FCC's rules, and has and continues to maintain Class A eligibility by operating for a minimum of eighteen (18) hours per day and producing, on average, at least three (3) hours per week of programming within the Station's market area. Seller has not entered into any agreement leasing or otherwise permitting use of any of the Station's excess digital capacity that cannot be terminated or will expire as of the Closing Date. Seller has not realized income from ancillary use of its digital capacity, and has not submitted and is not in arrears in remitting any portion of such income to the FCC for such ancillary channel use. Seller has

timely filed all material reports or other materials with the FCC as required by the FCC's rules, regulations and policies. Except for correspondence dated March 12, 2013 and April 30, 2013, already disclosed to Buyer, Seller has not received from the FCC any notice of inquiry, violation, apparent liability, or investigation related to the Station or its Class A status or obligations.

2.5. Title to and Condition of the Assets of Station. Seller has good and transferable title to the Assets of Station. The Assets of Station are being sold and assigned "AS IS, WHERE IS". Effective as of the Closing, there will be no Liens on the Assets of Station. Seller shall remove any equipment items shown as excluded on Schedule 1.2(b) from the Assets of the Station, at Seller's expense. Any damage from such removal shall be repaired at Seller's expense.

2.6. Absence of Litigation. There is no claim, litigation, arbitration or proceeding pending or, to Seller's knowledge, threatened, before or by any court, Governmental Authority or arbitrator that seeks to enjoin or prohibit or that questions the validity of, or that might hinder or impair Seller's performance of its obligations under this Agreement.

2.7. Compliance with Laws Generally. Seller has, to the best of its knowledge and belief, complied in all respects with, and is not in violation of, any Laws applicable to the operation of the Stations. Seller has not received any notice asserting noncompliance with any applicable Law in connection with the business or operation of any of the Stations.

2.8. Environmental Matters. To Seller's knowledge, the Assets of Station are in compliance with all applicable Laws governing hazardous or toxic substances, materials or waste, Seller has operated the Stations in material compliance with such laws and has obtained all environmental, health and safety permits necessary for the operation of the Stations and all other Assets of the Station, and all such permits are in full force and effect, and Seller is in compliance with the terms and conditions of all such permits. There are no surface impoundments or above ground or underground storage tanks located in, on or about the Assets of Station.

2.9 Additional Representations and Warranties. Except as set forth on Schedule 2.9, Seller has not received written notice of any actual, threatened or potential actions, claims, complaints, investigations, or other proceedings being taken under applicable Laws in connection with the operations of the Station, the FCC Licenses of Station, the Assumed Contracts, or any other portion of the Assets of Station. Seller has at all times been, and remains in, or has taken actions to come into, full compliance with FCC regulations, Communications Laws and all applicable Laws under all contracts, leases and obligations applicable to the Assets of Station, including the Assumed Contracts, the Station, the Assets, and the FCC Licenses of Station.

2.10 Provision of Copies of Materials. Seller has provided Buyer with accurate and complete copies of all amendments, modifications, waivers, correspondence and other documents relating to the Assumed Contracts and other obligations relating to the Assets of Station. Seller warrants and represents that it has been at all times and remains in full compliance with all Assumed Contracts.

2.11 **No Liens.** Seller represents that, except with respect to (i) a secured obligation in favor of TLN and (ii) a secured obligation in favor of George Mattmiller, there are no Liens with respect to any Assets of Station, and that Seller has not undertaken and will not undertake any action that might result in a Lien or Permitted Lien arising at any time up to, at, or subsequent to the time of Closing. The above-referenced liens will be paid in full directly from Escrow at the time of Closing allowing the transfer to be free of such liens. With respect to any recorded liens, Seller shall (i) provide Buyer with copies of same and (ii) at its sole cost and expense, file or cause to be filed any and all documents to reflect the satisfaction and release of such liens, and provide Buyer with copies of same. To the extent required by Buyer's lender, Seller shall obtain documentation from Buyer's creditors releasing Seller and Buyer from the secured obligation upon payment by Seller of same.

2.12. **Broker's Fees.** Seller represents that Seller has entered into a separate agreement with Hadden & Associates for the payment of a fee in connection with this transaction. Other than as set forth above, neither Seller nor any party acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

2.13 **Station Tower.** The existing tower used in the operation of the Station is obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. The Station tower is registered in the FCC's Antenna Structure Registration database, and such registration is current and correct. The operation of the Station does not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation.

2.14 **Environmental.** To Seller's knowledge: (i) except as consistent with applicable Environmental Laws, no Hazardous Substances are present on or below the surface of any real property used in the operation of the Station and such property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (ii) none of the soil, ground water, or surface water of any real property used in the operation of the Station is contaminated by any Hazardous Substance and there is no reasonable potential for such contamination from neighboring real estate; and (iii) no Hazardous Substances have been omitted, discharged or released from any real property used in the operation of the Station, directly or indirectly, into the atmosphere or any body of ground water. To Seller's knowledge, neither Seller nor any present or former owner or operator of the real property used in the operation of the Station is liable for clean up or response costs with respect to the admission, discharge or release of any Hazardous Substance or for any other matter arising under the Environmental Laws due to its ownership or operation of the real property. No "underground storage tanks" as that term is defined in regulations promulgated by the EPA are used in the operation of the Station or are located, to Seller's knowledge, on the Real Property or Leased Premises. As used herein, the term "Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 *et seq.*) the Hazardous Materials Transportation Act (42 U.S.C. §1802 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §260-1 *et seq.*), the Clean Air Act (42 U.S.C. §7901 *et seq.*), the National Environmental Policy Act (42 U.S.C.

§4231, *et seq.*), the Refuse Act (33 U.S.C. §407, *et seq.*), the Safe Drinking Water Act (42 U.S.C. §300(f) *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §651 *et seq.*), and all rules, regulations, codes, ordinances and guidance documents promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees issued pursuant to any of the foregoing. The term "Hazardous Substance" as used herein means any pollutant, contaminant, or hazardous or toxic substance, waste or material as those or similar terms are defined in the Environmental Laws or listed as such by the EPA.

3. **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

3.1. **Organization and Standing.** Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Buyer has all necessary corporate power and authority to enter into and perform this Agreement and the transactions contemplated hereby.

3.2. **Authorization and Binding Obligation.** Buyer's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by Buyer and constitutes its valid and binding obligation, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditor's rights generally, and to general principles of equity.

3.3. **Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance of this Agreement by Buyer (a) does not and will not require the consent, approval, authorization or other action by, or filing with or notification to, any third party or Governmental Authority, other than as contemplated by **Section 4.1** and as required from Buyer's lender; (b) do not and will not violate any provisions of Buyer's organizational documents; (c) do not and will not violate any applicable Law; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, agreement, instrument, license or permit to which Buyer is now subject.

3.4. **FCC Qualifications.** Buyer is qualified under the Communications Laws to be the assignee of the FCC Licenses of Station. There are no facts known to Buyer that would prevent the consummation of the transactions contemplated by this Agreement. Buyer is not required to obtain any waiver of any current FCC rule or regulation in order to obtain the FCC Consent (as defined below), nor is processing pursuant to any exception to a rule of general applicability currently required in connection with the consummation of the transactions contemplated by this Agreement. Buyer has no reason to believe that the FCC Application might be challenged or might not be granted by the FCC in the ordinary course.

3.5. **Absence of Litigation.** There is no claim, litigation, arbitration or proceeding pending or, to Buyer's knowledge, threatened before any court, Governmental Authority or

arbitrator, that seeks to enjoin or prohibit, questions the validity of, or that might materially hinder or impair Buyer's performance of its obligations under this Agreement.

3.6. **Broker's Fees.** Neither Buyer nor any party acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

4. COVENANTS

4.1. **FCC Application.** Within ten (10) business days after the date hereof, or at such earlier date as Seller and Buyer may agree, Seller and Buyer shall, under Buyer's control and at Buyer's sole cost and expense, prepare and jointly file an application with the FCC requesting its consent to the assignment of the FCC Licenses of Station to Buyer (the "FCC Application"). Seller and Buyer shall, under Buyer's control and at Buyer's sole cost and expense, publish any and all notices and prosecute the FCC Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the FCC's grant of the FCC Application (the "FCC Consent") as expeditiously as possible. Without limiting the foregoing, Seller and Buyer will fully cooperate in the taking of all necessary and proper steps, and provide any additional information reasonably requested, and use their respective commercially reasonable efforts to resolve objections that may be asserted by the FCC or any third party, in order to obtain the FCC Consent promptly. If reconsideration or judicial review is sought with respect to the FCC Consent, the party or parties affected shall diligently oppose such efforts for reconsideration or judicial review.

4.2. **No Pre-Closing Control of the Station.** Prior to the Closing, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller and, subject to the provisions of **Section 4.3** hereof, shall be in Seller's complete discretion.

4.3. **Operations Prior to Closing.** Between the date of this Agreement and the Closing Date, except as expressly permitted by this Agreement or with the prior written consent of Buyer, Seller shall:

(a) not sell, assign, lease or otherwise transfer, dispose of or encumber any of the Assets of Station;

(b) operate the Station in compliance with the FCC Licenses of Station, the Communications Laws and all other applicable Laws, and file and prosecute any FCC reports, notices, and applications and pay any fees or other sums in the ordinary course of business consistent with past practice and, in all cases, at the times and in the manner required by applicable Laws; *provided, however*, that to the extent any filings or fees are outstanding as of the date of this Agreement, Seller shall bring all such filings and fees current prior to Closing;

(c) make any required regulatory filings, including all filings with the FCC, and maintain the completeness of the Station's online public inspection file, in a timely

manner (taking into account any requested extensions) and in compliance in all respects with all applicable Laws;

(d) maintain all casualty, liability (primary, umbrella and excess) and property insurance relating to the Assets of the Station as in effect on the date of this Agreement in the ordinary course of business consistent with past practice;

(e) promptly notify Buyer of any written notice or other written communication, including any written threat, filing, service or institution of any action brought by any person, adverse to the consummation of this Agreement or the other transactions contemplated hereby;

(f) not take any action that would result in any of the FCC Licenses of Station being adversely modified, terminated or surrendered for cancellation or apply to the FCC to adversely modify in any respect, suspend or abrogate any of the FCC Licenses of Station; and

(g) Promptly pay and be responsible for making payments required with respect to the Station, the FCC Licenses of Station, the Communications Laws and all other applicable Laws, up to and including the Closing Date, provided that with respect to the Station tower and studio lease payments, Seller may, with the consent of lessors thereunder, withhold payment pending satisfaction of such overdue amounts out of the proceeds of the sale at Closing.

(h) Timely prepare, file, pay the application fee for, and prosecute an application with the FCC to renew the Station FCC License (the "Renewal Application"), and in connection therewith timely make all required announcements or other required actions. Seller will notify Buyer in the event Seller receives any inquiry from the FCC regarding the Renewal Application, and provide copies of any written correspondence received or sent in connection therewith.

4.4. **Access to Station.** Between the date of this Agreement and the Closing Date, Seller shall give Buyer and its engineers and other representatives reasonable access during normal business hours to the Assets of Station, and shall furnish Buyer with information related to the Assets of Station that Buyer may reasonably request from Seller. Buyer's rights under this **Section 4.4** shall not be exercised in a manner that would disrupt or interfere unreasonably with the operation of the Station.

4.5. **Confidentiality; Publicity.** Each party shall keep confidential all information obtained by it with respect to the other in connection with this Agreement, except if such information is known or available through other lawful, publicly available sources or if such party is advised by counsel that its disclosure is required in accordance with applicable Law.

4.6. **No Solicitation.** From the date hereof through the Closing Date, neither Seller nor any its officers, directors, representatives or agents shall participate in, encourage, solicit or initiate any discussion or negotiations, or enter into any agreement, concerning the sale of the Station or the Assets of Station.

4.7. **Cooperation.** Each party shall cooperate fully with one another, shall use reasonable efforts to cause the fulfillment at the earliest practicable date of all the conditions to the obligations of the other party to consummate the purchase and sale contemplated by this Agreement and shall not take any action that conflicts with its obligation hereunder or that causes its representation and warranties to be untrue in any material respect. Without limiting the generality of the foregoing, Seller will use its best efforts to obtain the third-party consents and estoppels with respect to the Assumed Contracts referenced in **Section 6.2(d)**.

4.8. **Further Assurances.** Seller and Buyer shall cooperate and take such actions, and execute such other documents, at the Closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

4.9 **Operation of Station.** Seller represents that the Station is currently transmitting, and will through Closing transmit, a broadcast signal in accordance with the requirements of its license.

5. **CONDITIONS PRECEDENT**

5.1. **Conditions Precedent to Seller's Obligation to Close.** The obligation of Seller to consummate the sale of the Assets of Station is, at its option, subject to satisfaction of each of the following conditions at or prior to the Closing:

(a) **Bring Down of Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of that date, except to the extent such representations and warranties expressly relate to an earlier date or time, in which case they shall be true and correct only as of such earlier date or time.

(b) **Performance of Covenants.** All of the terms, covenants and conditions to be complied with and performed by Buyer under this Agreement on or prior to the Closing Date shall have been complied with or performed in all material respects.

(c) **FCC Consent.** The FCC Consent shall have been granted.

(d) **No Injunction.** No injunction, order, decree or judgment of any court, agency or other Governmental Authority shall be in effect that would prohibit or render unlawful the consummation of the transactions contemplated by this Agreement.

(e) **Deliveries.** Buyer shall have made or stand willing to make all the deliveries required under **Section 6.1**.

5.2. **Conditions Precedent to Buyer's Obligation to Close.** The obligation of Buyer to consummate the purchase of the Assets of Station is, at its option, subject to satisfaction of each of the following conditions at or prior to the Closing:

(a) **Bring Down of Representations and Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of that date, except

to the extent such representations and warranties expressly relate to an earlier date or time, in which case they shall be true and correct only as of such earlier date or time.

(b) **Performance of Covenants.** All of the terms, covenants and conditions to be complied with and performed by Seller under this Agreement on or prior to the Closing Date shall have been complied with or performed.

(c) **FCC Consent.** The FCC Consent shall have been granted and shall be in full force and effect, and if an objection or petition to deny has been filed at the FCC, shall have become Final.

(d) **No Injunction.** No injunction, order, decree or judgment of any court, agency or other Governmental Authority shall be in effect that would prohibit or render unlawful the consummation of the transactions contemplated by this Agreement.

(e) **Deliveries.** Seller shall have made or stand willing to make all the deliveries required under **Section 6.2.**

(f) **Material Adverse Effect.** Between the date hereof and the Closing, there shall not have occurred or exist any Material Adverse Effect with respect to the FCC Licenses of Station or the Assets of Station. "Material Adverse Effect" means, when taken individually or together with all other adverse events, changes and effects, (a) any event, change or effect that prevents or is reasonably likely to prevent Buyer from consummating the transactions contemplated by this Agreement, performing its obligations under this Agreement, or otherwise using the Assets of Station including the FCC Licenses of Station in the manner desired by Buyer in its sole discretion, or (b) any event, change or effect that has had or is reasonably likely to have an adverse effect on the business, properties, assets, liabilities, results of operations or condition (financial or otherwise) of the Assets of Station or Buyer's ability to use the Assets of Station in the manner desired by Buyer in its sole discretion, including any existing or future actual or proposed legislation or regulation.

(g) **Force Majeure.** Buyer shall not be liable or obligated to perform or close hereunder if it is unable to perform any of its obligations due, directly or indirectly, to any technical or system failure, or any dispute, war, act of terrorism, flood, fire, explosion, cut in electricity, act of God, failure of capital markets or banking crisis, or any other event beyond the direct or indirect control of Buyer.

(h) **License Renewal.** The Renewal Application shall have been granted for an eight-year license term as a Class-A television station, without any conditions.

6. **DOCUMENTS TO BE DELIVERED AT THE CLOSING**

6.1. **Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following:

(a) a certificate of an officer of Buyer, in a form and substance reasonably satisfactory to Seller, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in **Section 5.1(a)** and **Section 5.1(b)**;

(b) a certificate of good standing for Buyer and a copy of a resolution of the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement, certified by the secretary of Buyer;

(c) an assumption of the Assumed Contracts;

(d) instructions to the Escrow Agent to pay the Escrow Deposit to Seller; and

(e) the Purchase Price (subject to any adjustments as may be permitted herein), less the Escrow Deposit, in immediately available wire transferred funds as provided in **Section 1.4(b)**.

6.2. **Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following:

(a) a certificate of an officer of Seller, in a form and substance reasonably satisfactory to Buyer, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in **Section 5.2(a)** and **Section 5.2(b)**;

(b) a certificate of good standing for Seller and a copy of a resolution of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement, certified by the secretary of Seller;

an assignment of the FCC Licenses of Station;

an assignment of the Assumed Contracts, including consents and estoppels of the third-party to the Assumed Contracts, in form and substance acceptable to Buyer in its sole discretion;

a bill of sale of the Assets of Station and any other tangible property included in the Assets of Station; and

(c) instructions to the Escrow Agent to pay all accrued interest on the Escrow Deposit to Buyer.

(d) documents required by Section 2.11 hereof related to the release of Seller's secured obligations.

7. TERMINATION RIGHTS

7.1. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by mutual written agreement of Seller and Buyer;
- (b) by either party upon written notice to the other if there shall be in effect any Law, final judgment, final decree or Final Order that prevents or makes unlawful the Closing;
- (c) by either party upon written notice to the other if the FCC denies the FCC Application or Renewal Application or designates either for a trial-type hearing;
- (d) by either party upon written notice to the other if the Closing has not occurred within twelve (12) months of the date of this Agreement (the “Upset Date”); and
- (e) by either party upon written notice to the other if the other party is in material breach or default of this Agreement, and such breach or default has not been waived by the party giving such termination notice; provided, however, that the defaulting party shall have twenty (20) working days following the receipt of written notice by the terminating party to cure such breach or default. Nothing in this **Section 7.1(e)** shall be interpreted to extend the Upset Date.

7.2. **Effect of Termination.** If this Agreement is terminated as provided in **Section 7.1**, this Agreement will forthwith become null and void and neither party shall have any liability to the other except as provided in **Article 8** (Remedies Upon Default) and except also that the provisions of the parties described in **Section 4.5** (Confidentiality; Publicity) and **Article 10** (Other Provisions) will survive any such termination. If this Agreement is terminated or the Closing does not occur for any reason other than Buyer’s material breach or default under this Agreement, then Buyer shall be entitled to the Escrow Deposit and any interest thereon.

8. REMEDIES UPON DEFAULT

8.1. **Remedies for Buyer.** Seller recognizes that in the event Seller materially defaults in the performance of its obligation to consummate the sale of the Assets of Station pursuant to this Agreement, monetary damages may not be an adequate remedy for Buyer. Therefore, Buyer shall be entitled to seek specific performance of the terms of this Agreement in lieu of the remedy of termination. In any action by Buyer against Seller to specifically enforce the terms of this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and the posting of any bond. As a condition to seeking specific performance, Buyer shall not be required to have tendered the Purchase Price, but shall be ready, willing and able to do so.

8.2. **Remedies for Seller.** If this Agreement is terminated by reason of Buyer’s material breach or default under this Agreement, then, as Seller’s sole and exclusive remedy, Seller shall be entitled to payment of the Escrow Deposit and all interest earned thereon as liquidated damages. The parties understand and agree that the amount of liquidated damages represents Seller’s and Buyer’s reasonable, good faith estimate of actual damages and does not constitute a penalty. In such event, Buyer shall direct Escrow Agent to make such payment, and

such liquidated damages shall be Seller's sole remedy for damages of any nature or kind that Seller may suffer as a result of Buyer's breach or default under this Agreement.

9. INDEMNIFICATION; SURVIVAL

9.1. **Indemnification.** From and after the Closing, each of Buyer and Seller hereby agrees to indemnify, defend and hold the other harmless against and with respect to, and to reimburse the other for, any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees and related expenses) resulting from the indemnifying party's untrue representation, breach of warranty or nonfulfillment of any covenant or obligation contained herein. Following the Closing, the right to indemnification under this **Section 9.1** shall be the exclusive remedy for breach or default under this Agreement; provided that, Seller shall have no obligation to indemnify Buyer for any such claims until, and only to the extent that, Buyer's aggregate losses exceed \$5,000. In no event shall Seller or Buyer have any liability of any nature whatsoever following the Closing for consequential, indirect, incidental or other similar damages, including but not limited to lost profits or revenue, for any breach or default under this Agreement or as a result of the transactions contemplated hereby.

10. OTHER PROVISIONS

10.1. **Costs and Expenses.** Except as specifically set forth herein **Section 1.7** and **Section 4.1** or elsewhere in the Agreement, each party shall bear its own costs and expenses incurred by it in connection with this Agreement.

10.2. **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or delayed. Any assignment pursuant to this **Section 10.2** will not relieve the assigning party from any of its obligations and liabilities under this Agreement.

10.3. **Entire Agreement.** This Agreement and the exhibits and schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. Any matter that is disclosed in a schedule hereto in such a way as to make its relevance to the information called for by another schedule readily apparent shall be deemed to have been included in such other schedule, notwithstanding the omission of an appropriate cross-reference. No amendment, waiver of compliance with any provision or condition 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 any waiver, amendment, change, extension or discharge is sought. No failure or delay on the part of Seller or Buyer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

10.4. **Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.5. **Computation of Time.** If after making computations of time provided for in this Agreement, a time for action or notice falls on Saturday, Sunday or a Federal Holiday, then such time shall be extended until the next business day.

10.6. **Governing Law; Rule of Construction; Attorney's Fees.** The construction and performance of this Agreement shall be governed by the laws of the State of Nevada without regard to its principles of conflict of law. Seller and Buyer each acknowledges that counsel has represented it in the negotiation, execution, and delivery of this Agreement and has fully explained the meaning of the Agreement, including in particular the jury-trial waiver. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement. Unless otherwise provided for herein, in the event of any dispute between the parties to this Agreement, Seller or Buyer, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement.

10.7. **No Third Party Beneficiaries.** No person who is not a party to this Agreement shall be deemed to be a beneficiary of any provision of this Agreement, and no such person shall have any claim, cause of action, right or remedy pursuant to this Agreement.

10.8. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Buyer:

LeSEA Broadcasting Corporation
Attn: Peter Sumrall, President
61300 S. Ironwood Rd
South Bend, IN 46614

With a copy, which shall not constitute notice, to:

Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
Fax: (985)629-0778
Email: jchautin@hardycarey.com

If to Seller:

Christian Media Associates International, Inc.
90 Corporate Park Drive
Henderson, NV 89074
Attention: Dale Davidson, President
E-mail: dalewdavidson@yahoo.com

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile or by electronic mail and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

10.9. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.10. **Counterparts; Faxed or Electronically Delivered Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all parties. A facsimile or electronic copy of any signature page shall be deemed an original for all purposes.

11. DEFINITIONS

11.1. **Defined Terms.** Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“*Agreement*” shall mean this Asset Purchase Agreement, including the exhibits and schedules hereto.

“*Assets of Station*” shall have the meaning set forth in **Section 1.2**.

“*Assumed Contracts*” shall have the meaning as set forth in **Section 1.2(c)**.

“*Assumed Obligations*” shall have the meaning set forth in **Section 1.5**.

“*Business Day*” whether or not capitalized shall mean every day of the week excluding Saturdays, Sundays and Federal holidays.

“*Closing*” shall have the meaning set forth in **Section 1.1**.

“*Closing Date*” shall have the meaning set forth in **Section 1.1**.

“*Communications Laws*” shall have the meaning set forth in **Section 2.4**.

“*Effective Time*” s shall have the meaning set forth in **Section 1.1**.

“*Escrow Agent*” shall have the meaning set forth in **Section 1.4(a)**.

“*Escrow Agreement*” shall have the meaning set forth in **Section 1.4(a)**.

“*Escrow Deposit*” shall have the meaning set forth in **Section 1.4(a)**.

“*FCC*” shall have the meaning set forth in the Preamble to this Agreement.

“*FCC Application*” shall have the meaning set for in **Section 4.1**.

“*FCC Consent*” shall have the meaning set for in **Section 4.1**.

“*FCC Licenses of Station*” shall have the meaning set forth in **Section 1.2(a)**.

“*Governmental Authority*” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“*Buyer*” shall have the meaning set forth in the Preamble to this Agreement.

“*Law*” means any United States (federal, state, local) or foreign statute, law, ordinance, regulation, rule, code, order, judgment, injunction or decree.

“*Liens*” shall have the meaning set forth in **Section 1.2**.

“*Proration Schedule*” shall have the meaning set forth in **Section 1.6(b)**.

“*Purchase Price*” shall have the meaning set forth in **Section 1.4**.

“*Renewal Application*” shall have the meaning set forth in **Section 4.3(h)**.

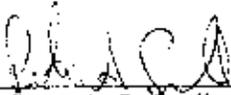
“*Tax*” or “*Taxes*” means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“*Upset Date*” shall have the meaning set forth in **Section 7.1(d)**.

11.2. Terms Generally. The term “or” is disjunctive; the term “and” is conjunctive. The term “shall” is mandatory; the term “may” is permissive. Masculine terms apply to females; feminine terms apply to males. The term “include,” “includes” or “including” is by way of example and not limitation.

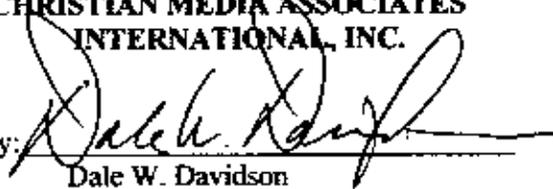
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**LESEA BROADCASTING
CORPORATION**

By: 

Peter A. Sumrall
President

**CHRISTIAN MEDIA ASSOCIATES
INTERNATIONAL, INC.**

By: 

Dale W. Davidson
President

Schedule 1.8

Local Marketing Agreement

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (“Agreement”) is made and entered into as of _____, 201_, by and between Christian Media Associates International, Inc., a Nevada corporation (“Licensee”) and LeSEA Broadcasting Corporation, an Indiana non-profit corporation (“Broker”).

WHEREAS, Licensee is the Federal Communications Commission (“FCC”) licensee of digital Class A television station KEEN-CD, licensed to Las Vegas, Nevada (Facility ID No. 10498) and operating on over-the-air channel 17 (the “Station”), providing coverage within the Las Vegas, Nevada Nielsen Designated Market Area (“DMA”) as specified in FCC License No. BLDTA-20100624AKB (the “Coverage Area”); and

WHEREAS, Licensee and Broker have entered into an Asset Purchase Agreement (“APA”) for the sale of the Station to Broker, and Broker wishes to commence programming on the Station during the period before the closing of the transaction.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, and incorporating the preamble statements above, the parties agree as follows:

1. Term. Commencing on March __, 2013 (the “Commencement Date”), Licensee agrees to make the entirety of the Station’s digital capacity (the “Digital Capacity”) available exclusively to Broker for the broadcast of Broker’s television programs (the “Programming”). Unless terminated earlier as permitted hereunder, the term of this Agreement shall continue from the Commencement Date until the earlier to occur of (i) the closing of the APA, or (ii) the termination of the APA in accordance with its terms unless the parties agree to continue the Agreement notwithstanding such termination (the “Term”).

2. Consideration. As consideration for the air time made available hereunder, and Licensee’s broadcast of the Programming throughout the Coverage Area, Broker shall make payment to Licensee as set forth in Attachment I. During the Term, Broker shall be entitled to all revenue from the Programming.

3. Station Facilities.

3.1 Programming Time. The Station Digital Capacity shall be made available 24 hours per day, seven days a week, except for program preemptions, suspensions and cancellations as provided herein and downtime occasioned by routine maintenance. Other than the Station’s main digital channel, which shall be programmed by Broker at least 18 hours per day, programming on the remaining Digital Capacity shall be at Broker’s discretion. Licensee shall ensure that any Station broadcast is transmitted over-the-air throughout the Coverage Area.

3.2 Programming Delivery. Broker is responsible for delivering all Programming to the Station via satellite signal, fiber optic link or other reliable method. Any and all special devices or fees associated with the receipt and/or delivery of this broadcast signal shall be Broker’s responsibility. Broker shall ensure that all programs conform with the Broadcast

Station Programming Policy Statement, as provided in Section 4.1 hereof, the Communications Act of 1934, as amended (the “Act”) and the rules, regulations and policies of the FCC (collectively, the “Communications Laws”).

3.3 Force Majeure. Any failure or impairment of the Station’s facilities or any delay or interruption in the broadcast of any Programming, or failure at any time to furnish facilities, in whole or in part, due to a cause beyond the control of Licensee, shall not constitute a breach of this Agreement. Licensee shall exercise commercially reasonable efforts to remedy any such conditions. Broker shall provide Licensee, at Broker’s sole expense, with six (6) hours of suitably generic pre-recorded Programming which may be used by Licensee, in Licensee’s sole discretion, in the event of an emergency, an interruption in Program Delivery, as provided in Section 3.2 hereof, or a degradation in Program Quality, as provided in Section 4.8 hereof.

4. Station Programming Policies.

4.1 Broadcast Station Programming Policy Statement and Communications Laws. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the “Policy Statement”), a copy of which appears as Attachment II hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Broker. Broker agrees and covenants that all programming, advertising spots, promotional material and announcements that it provides for broadcast on the Station shall comply in all material respects with the Policy Statement and the Communications Laws. If Licensee determines in good faith that any programming does not comply with the Policy Statement (or any portion thereof) or the Communications Laws (or any portion thereof) or is contrary to the public interest, it may, upon prior written notice to Broker (to the extent time permits such notice), suspend or cancel such program without liability to Broker. Licensee will use reasonable efforts to provide such written notice to Broker prior to the suspension or cancellation of such program. Other than those content restrictions set forth in this Section 4.1, the Programming content shall be at Broker’s discretion and may include on-air requests and/or solicitations for donations to Broker’s non-profit endeavors.

4.2 Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast its Programming on the Station’s Digital Capacity and shall not knowingly broadcast any material in violation of the Copyright Act. All copyrighted works included on any program shall either be licensed by an applicable performing or composers’ rights organization, in the public domain; or licensed to Broker directly by the copyright holder. Broker shall be responsible for all copyright or license fees associated with the Programming.

4.3 Sales/Revenue. Broker shall retain all revenues from the sale of advertising or programming time in the Programming broadcast on the Station, and retain all donations received in connection therewith. Should Licensee preempt any program as provided in Sections 4.1 or 6.1 herein and replace it with programming of its choosing (“Licensee Programming”), Licensee shall retain all revenues from the sale of advertising time during such Licensee Programming.

4.4 Sponsorship Identification. Broker agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration") for the inclusion of any matter as part of any program or commercial matter supplied by Broker to Licensee for broadcast on the the Station, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the party making or accepting such Consideration is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Laws.

4.5 Cooperation on Programming. Upon Licensee's request, Broker shall provide Licensee, in a timely manner, with all information necessary to enable Licensee to prepare and file records and reports required by the Commission or other local, state or federal government entities, including but not limited to quarterly issues/programs lists, Children's Television Reports, and annual DTV Ancillary/Supplemental Services Reports. Broker shall promptly provide Licensee with any complaint or comments received regarding any Programming.

4.6 Station Identification and EAS. Broker shall cooperate with Licensee to ensure compliance with Commission's rules regarding the broadcast of hourly station identification announcements and required Emergency Alert System ("EAS") tests. Licensee shall be solely responsible for obtaining, maintaining and operating EAS equipment for the Station, and for compliance with all FCC requirements related to EAS operation, testing and record keeping.

4.7 Licensee Control of Programming. Licensee shall maintain such rights to suspend or preempt any Programming as provided in Sections 4.1 and 6.1 herein, and replace it with Licensee Programming.

4.8 Programming Quality; Special Content Requirements. The production and signal resolution values associated with Broker's Programming shall be consistent with professional commercial television broadcasts and in compliance with the Communications Laws. Broker shall comply with the Communications Laws governing broadcast content, including but not limited to the requirement to broadcast an average of three (3) hours per week of "core" children's programming and maintaining commercial limits in children's programming. Broker agrees to provide Licensee with records of compliance with the FCC's children's programming requirements and commercial limits on a quarterly basis, within three days after the end of each calendar quarter of the Term covering the prior quarter for inclusion in the Station's public inspection file. Licensee represents and warrants that the Station is exempt in 2013 from the FCC's Closed Captioning requirements based upon the total annual revenue for calendar year 2012, and that the Station's only obligation is to pass through programming that is already closed captioned.

4.9 Ancillary/Supplemental Services; Fee. In the event that Broker utilizes any Station Digital Capacity for services defined by the FCC as ancillary or supplemental, it shall provide notice of same to Licensee and no later than December 1st of each year during the Term, remit to Licensee five percent (5%) of gross revenues received by Broker for such ancillary/supplemental services.

4.10 Cable or Satellite Carriage. During the Term, Broker shall be entitled to the full benefit of any Licensee cable or satellite carriage rights for the Station's main or other channels within the Digital Capacity, whether such rights arise from the FCC's mandatory carriage rules or pursuant to privately negotiated retransmission consent agreements.

5. Expenses and Liabilities.

5.1 Cost of Operation. Licensee shall be responsible for payment of all costs associated with the day-to-day operation of the Station, in accordance with Attachment I. .

5.2 Liabilities. Broker shall be responsible for all liabilities, debts and obligations of Broker based upon the purchase of air time or sale of advertising on the Station under this Agreement. Broker also shall maintain, during the Term, Liability Insurance covering its Programming, in the amount of no less than one million dollars (\$1,000,000) insuring against perils including, but not limited to, defamation, libel, slander, infringement of copyright, title or slogan, violation of privacy or unfair competition. Such insurance will name Licensee as additional insured, and Broker shall deliver a certificate of such insurance to Licensee.

5.3 Employees. Licensee shall be responsible for and maintain at least two full time Station employees, in accordance with the Communications Laws. Broker shall be responsible for any personnel required to produce and deliver the Programming and for sales of airtime or advertising.

6. Operation of Station.

6.1 Station License. The Station operates in accordance with BLDTA-20120611AAC (the "Station License"). Throughout the Term, Licensee shall (i) maintain the validity of the Station License, including without limitation timely filing, prosecuting and obtaining required renewals of same, (ii) make the Station and all related equipment available to Broker for operation with the maximum authorized facilities, and (iii) remain qualified in all respects to be the Station Licensee. To meet FCC Class A requirements, Broker shall ensure that Programming on the Station's main channel is provided at least 18 hours per day, and that an average of at least three (3) hours per week of Station programming is locally produced.

6.2 Licensee Control of Station Operations. Notwithstanding any other provision of this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term. Licensee shall retain control over the policies, programming and operations of the Station; including, without limitation: (i) the right to decide whether to accept or reject any programming or advertisements, (ii) the right to preempt any programs not in the public interest or in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and (iii) the right to take any other actions necessary for compliance with the Communications Laws. Licensee will use its best efforts to give Broker reasonable notice in writing of its intention to preempt Broker's Programming. Licensee also shall retain the right to break into Broker's Programming without prior notice in case of an emergency.

6.3 Main Studio. Licensee shall maintain and staff a Station main studio during the Term in a location that complies with the Communications Laws, and shall provide Broker access to the studio so that it may exercise its rights under this Agreement.

7. Indemnification.

7.1 Licensee Indemnification. Broker shall indemnify and hold Licensee, its officers, directors, agents, employees, members, shareholders and partners harmless against any and all claims, damages, forfeitures, fines, penalties, liabilities, costs, and expenses (including by way of example and without limitation, reasonable attorneys' fees) (individually or collectively, "Damages") arising out of: (a) investigations into, or violation(s) or alleged violation(s) of, any Communications Law(s), libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from the broadcast of any and all of the Programming on the Station; (b) any action taken by Broker, its officers, directors, agents, employees, members, shareholders and partners or its parent entities (and its officers, directors, agents, employees, members, shareholders and partners) with respect to the Programming, or any failure by Broker, its officers, directors, agents, employees, members, shareholders and partners or its parent entities (and its officers, directors, agents, employees, members, shareholders and partners) to take any action with respect to the Programming, including but not limited to Broker's payment and performance of obligations and liabilities, unless resulting from a failure by Licensee to perform hereunder; or (c) Broker's breach of any of its representations, warranties or covenants set forth in this Agreement. Without limitation upon the foregoing, should Broker or its officers, directors, agents, employees, members, shareholders and partners or its parent entities (and its officers, directors, agents, employees, members, shareholders and partners) cause any damages to any of Licensee's facilities, Broker shall promptly pay or reimburse Licensee for any such damages. Broker's obligation to hold Licensee harmless under this Section shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations.

7.2. Broker Indemnification. Licensee shall indemnify and hold Broker and its officers, directors, agents, employees, members, shareholders and partners harmless against any and all Damages arising out of: (a) investigations into, or violation(s) or alleged violation(s) of, any Communications Law(s), libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from Licensee's broadcast of Licensee Programming; (b) any activities of Licensee or its employees or agents with respect to the Station, or any failure by Licensee or its employees or agents to take any action with respect to the Station, including but not limited to Licensee's payment and performance obligations and liabilities, unless resulting from a failure by Broker to perform hereunder; or (c) Licensee's breach of any of its representations, warranties or covenants set forth in this Agreement. Licensee's obligation to hold Broker harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations.

8. Termination.

8.1. Failure to Pay Monthly Fee. If Broker fails to pay the Monthly Fee (as that term is defined in Attachment I hereto) within ten (10) days after it is due, Licensee may terminate this Agreement upon written notice to the Broker that termination will result if payment is not received within five (5) business days from receipt of the notice.

8.2. Termination Upon Closing. This Agreement shall automatically terminate at the closing of the Station sale to Broker pursuant to the APA.

8.3. Material Coverage Area Change. If the Station Coverage Area is materially changed, for whatever reason, Broker shall have the right to terminate this Agreement upon ten (10) days written notice to Licensee. In the event Broker elects to terminate this Agreement under this Section 8.3, all amounts owed to Licensee as of the effective date of the termination must be paid to Licensee in full.

8.4. Breach of Warranty/Representation/Covenant. Other than for those breaches set forth in Section 8.1 and 8.3 hereof, in the event of a breach by either party of a warranty, representation, or covenant contained herein, the non-breaching party may terminate this Agreement by providing written notice to the party in breach that termination will result if the breach is not cured within twenty (20) days from receipt of the notice.

9. Mutual Representations, Warranties and Covenants. Both Licensee and Broker represent that they are legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Without limiting the foregoing:

(a) Broker certifies that this Agreement complies with the Commission's multiple ownership rules, 47 C.F.R. §73.3555; and

(b) Licensee certifies that it maintains ultimate control of the Station, including control over its finances, personnel and programming.

10. Notices. All necessary notices and requests permitted or required under this Agreement shall be in writing and shall be sent (i) by e-mail to the e-mail addresses listed herein, (ii) mailed by certified mail, return receipt requested, postage prepaid, to the addresses listed herein, or (iii) sent for overnight delivery via a nationally-recognized overnight delivery service to the addresses listed herein. Such notices and requests shall be deemed to have been given (i) if sent by facsimile, upon sender's receipt of a facsimile confirmation sheet, (ii) if mailed, three (3) days after being sent, or (iii) if sent for overnight delivery, one (1) day after being sent.

If to Licensee:

Christian Media Associates International, Inc.
90 Corporate Park Drive
Henderson, NV 89074
Attention: Dale Davidson, President

If to Broker:

LeSEA Broadcasting Corporation
61300 Ironwood Road
South Bend, IN 46614
Attention: Peter Sumrall, President

11. Modification and Waiver. No modification of any provision of this Agreement shall in any event be effective unless it is in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

12. Construction. This Agreement shall be construed in accordance with the Act, the laws of the State of Nevada and the rules, regulations and policies of the Commission.

13. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This Agreement shall not be assigned (by contract, operation of law or otherwise) without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld; provided, however, that either party may assign and delegate its rights hereunder to a party that controls, or is controlled by, or is under common control with such party, and that is qualified under applicable FCC requirements, upon notice to such party; provided further, that no such assignment shall release the notifying party from any of its obligations created pursuant to this Agreement.

14. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date first above written.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, representations, warranties or understanding, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument executed by an authorized principal.

16. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Broker partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

17. Severability. Subject to the provisions hereof, in the event any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

18. Nondiscrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of FCC Report and Order, MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be

evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station.

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

CHRISTIAN MEDIA ASSOCIATES INTERNATIONAL, INC.

By: _____
Name: Dale Davidson
Title: President

LESEA BROADCASTING CORPORATION

By: _____
Name: Peter Sumrall
Title: President

ATTACHMENT I

Reimbursement Schedule

Every thirty (30) calendar days during the Term, Broker shall reimburse Licensee (i) Seven Thousand Dollars (\$7,000) Station operating expenses for tower and studio rent, maintenance & repair, utilities, music licensing fees, internet and phone access and other day-to-day expenses, and (ii) an additional Five Thousand Dollars (\$5,000) for the salaries and benefits for Licensee's contract engineer and a manager. The combined reimbursement amount of Twelve Thousand Dollars (\$12,000) shall be referred to herein as the "Monthly Fee."

At Broker's option, Licensee shall also retain a production/operations manager and administrative assistant on staff for which Broker will separately reimburse Licensee.

The parties agree that the Monthly Fee shall not be adjusted during the Term and is sufficient to cover the expenses of the Station, as specified herein.

Licensee shall pay all expenses when due directly to the vendor or individual.

Broker shall remit the initial Monthly Fee at least two (2) business days prior to the Commencement Date. The Monthly Fee shall be prorated for any period during the Term that is less than thirty (30) days.

The Monthly Fee shall be remitted pursuant to instructions to be provided by Licensee.

In the event of a pre-emption or disruption of service caused by failure at the Station's facilities, Broker shall receive a credit, on a pro-rated basis, for the duration of the disruption or disruption of service.

ATTACHMENT II

Broadcast Station Programming Policy Statement

The following sets forth the policies generally applicable to the presentation of programming and advertising over the Station. All programming and advertising provided by the Broker for broadcast on the Station must conform to these policies. This Policy shall be in addition to any other programming requirements set out in the Agreement and is not intended to be an exhaustive list of all policies with which the Broker must adhere.

Public Interest

Any program provided by the Broker (regardless of its original source) must serve the public interest, convenience and necessity.

Sponsorship Identification

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming by the Broker, the Broker shall cause to air, as part of its broadcast, an announcement indicating (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Broker in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner. In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes in duration or less, the required announcement need only be made either at its beginning or end.

Payola/Plugola

The Broker shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required sponsor identification announcements can be made. All persons responsible for Broker's programs must, from time to time, execute such documents as may be required by Station management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

Political Broadcasting

To the extent any of Broker's programs or advertisements qualify as "uses" of the Station by legally qualified candidates for elective office, such program or advertisement shall be in accordance with the Act and the FCC's rules and policies.

Obscenity and Indecency

The Broker's programs shall not contain any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by

applicable state law; and taken as a whole, lacks serious literary, artistic, political or scientific value. The Broker's programs, to the extent broadcast outside of the periods of time prescribed by the Commission, shall not contain indecent material. Material is deemed to be indecent if it includes language or material that, either "fleeting" or in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Hoaxes

The Broker's programs shall not knowingly contain false information concerning a crime or catastrophe.

Lottery

The Broker's programs shall not contain any material or advertising concerning any lottery, except as permitted by the Act, the rules and regulations of the FCC, and New Jersey State law.

Advertising

The Broker shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that is slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Credit Terms

The Broker's programs or advertising shall not contain credit terms that are not in full compliance with the rules and regulations of the Federal Trade Commission.