

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (the "Agreement") is entered into as of the 10th day of November, 2011, by and between **WRVM, Inc.** ("Buyer") and **Cornerstone Community Radio, Inc.** ("Seller").

### **Background**

**WHEREAS**, Seller holds a Construction Permit (the "CP") for Sheboygan, Wisconsin, issued by the Federal Communications Commission ("FCC"): Callsign: WIWM, Facility ID Number: 176342 and;

**WHEREAS**, subject to FCC consent, Seller wishes to sell the CP for the Station to Buyer, and Buyer wishes to purchase same from Seller.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, representations and covenants contained herein, the parties, intending to be bound legally, subject to the terms and conditions set forth herein agree as follows:

#### **1. Assignment and Sale of Permit.**

(a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to convey, transfer, and assign to Buyer at the Closing (as defined in Section 3) all of Seller's right, title, and interest in and to the CP. There are no other assets relating to the Station being sold and no leases being transferred.

(b) As consideration for the License, Buyer shall pay seller Thirty Thousand dollars. (\$30,000.00), to be paid as described in Paragraph 4 below.

**2. FCC Consent.** Within five (5) business days of the execution of this Agreement, the parties shall file an application (the "Assignment Application") for FCC consent to the assignment of the Permit for the Permit (the "FCC Consent"). Each party shall be responsible for its own costs relating to the preparation of the Assignment Application. Buyer and Seller agree to proceed expeditiously and with due diligence to use their best efforts to cooperate with each other in seeking the FCC's approval of the transaction contemplated herewith.

**3. Closing.** Within ten (10) business days after the FCC Consent becomes final, the parties shall consummate the transaction contemplated by this Agreement at a closing (the "Closing"). At the Closing, Seller shall deliver to Buyer an Assignment of Permit and any other documents of conveyance reasonably requested by Buyer and necessary to consummate the transaction contemplated by this Agreement. Buyer and Seller shall each deliver to the other a certificate executed by an officer or managing member of the respective companies certifying that the representations and warranties of such party contained herein are true and correct as of the Closing Date, as if made on such date.

**4. Payments.** Payment to be made as follows:

(a) A Five Thousand dollar (\$5,000.00) deposit payment shall be paid within 5 days after the filing of the FCC Assignment Application. Such deposit shall be paid to and held by the Seller.

(b) A final payment of Twenty-Five Thousand dollars (\$25,000.00) shall be paid to the Seller at Closing. Should the FCC not approve the Assignment Application within 90 days of this agreement then the Seller agrees to refund the \$5,000.00 deposit to the Buyer in a timely manner.

5. **Condition Precedent to Closing.** The parties acknowledge and agree that the FCC Consent to the assignment of the Permit from Seller to Buyer is a condition precedent to the Closing.

6. **Representations and Warranties.** Each party hereto expressly represents and warrants that it has the full power and authority to enter into and execute this Agreement. Subject only to the FCC Consent, there is no constraint upon either party's legal ability to perform its responsibilities hereunder. Seller represents and warrants to Buyer that the Seller shall be responsible for any brokerage commissions or finder's fees in connection with the transaction contemplated by this Agreement as a result of any action taken by Seller. Seller represents and warrants to Buyer that the CP has been validly issued by the FCC and that it is in full force and effect. Seller further warrants that the authorization shall be unencumbered in any way and shall be free and clear of all claims.

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

(a) by mutual written consent of both the Buyer and Seller;

(b) by written notice from a party that is not then in material breach of this Agreement if the other party has failed to cure its material breach of any of its representations, warranties or covenants under this Agreement within ten (20) days after receipt of written notice of such breach from the party not in material breach; or

(c) by written notice of a party to the other party, if the Closing shall not have occurred by the 150<sup>th</sup> day from the filing of the Assignment Application.

8. **Effect of Termination.**

(a) If this Agreement is terminated by the parties pursuant to Section 8(a) or (c), then neither party shall have any further liability to the other, and this Agreement shall be deemed null and void and of no further force and effect. Exception: if terminated by the Seller then the \$5,000.00 deposit shall be returned in full.

9. **Miscellaneous.**

(a) **Notices.** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by Certified US Mail (charges prepaid) to the appropriate party at the address specified below (or to such other address which a party shall specify to the other party in writing):

**If to Buyer:**

Michael A Cornell, General Manager  
WRVM, Inc.  
PO Box 212  
Suring, WI 54174

and

Alan F Kilgore, Chief Engineer  
WRVM, Inc.  
PO Box 212  
Suring, WI 54174

**With a copy (which shall not constitute notice) to:**

Jeff Southmayd, Esq.  
4 Ocean Ridge Boulevard South  
Palm Coast, FL 32137

**If to Seller:**

Richard Van Zandt, President  
Cornerstone Community Radio, Inc.  
600 W. Mason Street  
Springfield, IL 62702

**With a copy (which shall not constitute notice) to:**

J. Geoffrey Bentley  
Bentley Law Office  
2700 Copper Creek Road  
Oak Hill, VA 20171

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

(b) Assignment and Binding Effect. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

(c) Governing Law. Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois, without regard to the choice of law provisions thereof.

(d) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(e) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement

supersedes all prior negotiation, memoranda and agreements between the parties with respect to the subject matter hereof, and may not be altered, changed, modified or amended except by a written instrument signed by each of the parties hereto.

(f) No Waiver. No provision or condition of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

(g) Other and Further Documents. The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement.

(h) Good Faith. All parties hereto shall act with reasonable diligence, and in good faith, in performing and discharging their respective duties and obligations hereunder.

(i) Headings and Cross References. Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context.

(j) Litigation Expenses. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the prevailing party in the proceeding shall be reimbursed by the other party for all reasonable costs incurred thereby, including but not limited to reasonable attorney's fees.

(k) Expenses. Except as otherwise provided herein, each party shall be solely responsible for all fees and expenses incurred by it in connection with the transaction contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith.

(l) Contracts, Leases, Employees. There are no Leases, Contracts, Agreements, or Employees related to the CP that are included with the sale of the CP nor are any of the same to be assumed by the Buyer after the ownership of the CP has been assigned.

(m) Seller's Broker. Broker for Seller is Patrick Communications.

(n) Buyer's Broker. No broker or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Seller shall hold Buyer harmless from any such third party claim.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above

**BUYER:**  
**WRVM, INC.**

**SELLER:**  
**CORNERSTONE COMMUNITY RADIO, INC.**

By: Lowell Bengry  
Lowell Bengry  
President

By: Richard Van Zandt  
Richard Van Zandt  
President

**SCHEDULE 1  
STATION PERMITS**

<u>Application</u>	<u>Callsign</u>	<u>FCC Facility ID</u>
Construction Permit	WIWM	176342