

TRANSLATOR PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRANSLATOR PURCHASE AND ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 3, 2011, by and between **MIDWEST COMMUNICATIONS, INC.**, a Wisconsin corporation (“**Buyer**”), and **FAMILY STATIONS, INC.**, a California corporation (“**Seller**”).

RECITALS

WHEREAS, Seller is the owner of translator station call sign W239AX licensed to operate in Camden, Michigan, FCC Facility ID No. 156715 (the “**Station**”); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Station subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **PURCHASE AND SALE OF TRANSLATOR**

1.1 Assignment and Acquisition of Assets. On the terms and subject to the conditions hereof on the Closing Date (as defined herein), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and assume from Seller, all of the right, title, and interest of Seller in and to the Station and any other authorizations issued to Seller by the Federal Communications Commission (the “**FCC**”) or Federal Aviation Administration (“**FAA**”) used and useful exclusively in the operation of the Station (collectively the “**Licenses**”) and the goodwill associated therewith (collectively, the “**Assets**”).

1.2 No Liens. The Assets shall be transferred to Buyer free and clear of all charges, conditions, community property interests, options, hypothecations, attachments, conditional sales, title retentions, rights of first refusal, debts, security interests, mortgages, trusts, claims, pledges or other liens, liabilities, encumbrances, or rights of Seller or any other third parties whatsoever (“**Liens**”).

1.3 Excluded Items. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that the transaction involving the assignment of the Assets shall not include any assets or licenses owned or held by the Seller relating to stations or enterprises other than the Station, Seller’s company seal, minute books, charter documents, ownership record books, and such other books and records as pertaining to the organization, existence, or capitalization of Seller, and duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports as well as any other records or materials relating to Seller generally and not involving or relating to the Assets.

1.4 No Assumption of Liabilities. At the Closing, Buyer shall assume and agrees to pay and perform all liabilities, obligations, and commitments of Seller arising or accruing at or after the

Closing Date under or relating to the Assets. Buyer shall not assume and shall not be liable or responsible for any debt, obligation, or liability of Seller.

ARTICLE 2

CONSIDERATION AND CLOSING

2.1 Purchase Price. The purchase price for the Assets (the “**Purchase Price**”) will be FORTY THOUSAND AND NO/100ths Dollars (\$40,000.00) and will be paid in cash or immediately available funds at Closing (as defined herein).

2.2 Closing. Except as otherwise mutually agreed upon by Buyer and Seller, the consummation of the transactions contemplated herein (the “**Closing**”) shall occur within five (5) business days after the satisfaction or waiver of each condition to Closing contained herein (excluding conditions that by their terms cannot be satisfied until the Closing Date) unless such other date as may be mutually agreed by the parties hereto (the “**Closing Date**”). The Closing shall be held in the offices of Ruder Ware, L.L.S.C., Wausau, Wisconsin (if the parties determine that a face-to-face closing is necessary), or at such place and in such manner as the parties hereto may agree (it being anticipated that the Closing will be conducted by overnight delivery by each party to the other of their required document deliveries with a contemporaneous transfer of funds).

2.3 Outside Closing Date. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default hereto, by written notice to Seller, if the Closing shall not have occurred on or before the first anniversary of the execution date of this Agreement (the “**Outside Closing Date**”). This Agreement may be terminated by Seller and the purchase and sale of the Station abandoned, if Seller is not then in material default hereto, by written notice to Buyer, if the Closing shall not have occurred on or before the Outside Closing Date.

ARTICLE 3

GOVERNMENTAL CONSENTS

3.1 FCC Consent. It is specifically understood and agreed by Buyer and Seller that the assignment of the Licenses is expressly conditioned on and is subject to the prior consent and approval of the FCC, including the Media Bureau pursuant to delegated authority, without the imposition of any conditions materially adverse to Seller or Buyer with respect to the assignment of the Licenses from Seller to Buyer (the “**FCC Consent**”).

3.2 FCC Application. Buyer and Seller agree to file an application with the FCC for the FCC Consent (the “**FCC Application**”) within five (5) business days following the effective date hereof. Buyer and Seller shall prosecute the FCC Application with all reasonable diligence and otherwise use their best efforts to: (a) obtain the FCC Consent as expeditiously as practicable (but neither Buyer nor Seller shall have any obligation to satisfy complainants or the FCC by taking any steps which would have a material adverse effect upon Buyer or Seller); and (b) obtain any necessary extensions of the FCC Consent until the Closing Date. If the FCC Consent imposes any condition on Buyer or Seller, such party shall use its best efforts to comply with such condition; provided, however, that neither Buyer nor Seller shall be required hereunder to comply with any condition that would have a material adverse effect upon it; and provided further, however, that nothing herein shall be construed to limit either party’s right to terminate this Agreement pursuant to Article 8.

3.3 Modified Permit. Within five (5) business days following the effective date hereof Buyer and Seller agree to file an application with the FCC and, if necessary, the FAA, seeking a minor modification of the Licenses from the FCC (and FAA if necessary) for the Station that: (a) specifies a community of license located within Branch County, Michigan that is reasonably acceptable to Buyer; (b) authorizes the tower location to be at a location that is reasonably acceptable to Buyer; and (c) specifies operation and effective radiated power and elevation on a contour reasonably acceptable to Buyer (the “**Modified Permit**”). If the grant of the Modified Permit shall not have become a Final Order by the Closing Date, Seller agrees to allow Buyer, at Buyer’s option, to commence broadcasting on the Station, and shall provide Buyer with all Seller’s access rights to the Station and the related assets of Seller in their current location as necessary to conduct such broadcasting.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof and shall remain true through to and survive the Closing:

4.1.1 Organization and Standing. Seller is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of California, and has the power and authority to hold and convey the Assets.

4.1.2 Authorization and Binding Obligation. Seller has all necessary power and authority required for a not-for-profit corporation to enter into and perform this Agreement and the transactions contemplated hereby and to hold and convey the Assets and to operate the Station as required. Seller’s execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part and this Agreement will constitute the valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as limited by laws affecting creditors’ rights or equitable principles generally.

4.1.3 Absence of Conflicting Agreements or Required Consents. Except as set forth in Article 3 with respect to governmental consents, the execution, delivery, and performance of this Agreement by Seller: (a) do not conflict with the provisions of the articles of incorporation, bylaws, or charter (or other organization documents) of Seller; (b) do not require the consent of any third party which has not already been obtained by Seller; (c) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation, or ruling of any governmental authority to which Seller is bound; and (d) 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 agreement, instrument, license, or permit to which Seller is now subject.

4.1.4 Licenses. Seller has filed a Suspension of Operation and Silent Notification on February 8, 2011 (FCC File No. -20110208ACC) and the Station is not on the air as of that date. Seller is the authorized legal holder of the Licenses which shall be in full force and effect, in good standing, and other than the STA shall be unimpaired by any other act or

failure to act of Seller or its members, directors, officers, employees, or agents. Other than the STA as set forth herein, the Licenses are not subject to any material adverse restrictions or conditions except those set forth on the Licenses or which apply generally to translator station authorizations of its type. There are no facts which, under the Communications Act of 1934, as amended (the “**Communications Act**”), or the existing rules and regulations of the FCC, would disqualify Seller as assignor of the Licenses.

4.1.5 Litigation. There is no claim, litigation, proceeding, or investigation pending or, to the best of Seller’s knowledge, threatened against Seller that could have a material adverse effect on Seller’s ability to perform its obligations pursuant to this Agreement. Seller is not in violation of any law, regulation, or ordinance or any other requirement of any governmental body or court which could have a material adverse effect on Seller’s ability to perform its obligations pursuant to this Agreement.

4.1.6 Compliance With Laws. Seller is not in violation of and has not received any notice asserting any non-compliance by it of any laws applicable to or regarding the Licenses.

4.1.7 Instruments of Conveyance; Good Title. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer all of Seller’s right, title, and interest in, and to, the Assets to Buyer, free and clear of all Liens.

4.1.8 Undisclosed Liabilities. No liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, relating to Seller, the Licenses, or the Station exists which could, after the Closing, result in any form of transferee liability against Buyer or subject the Assets to any Liens or otherwise affect the full, free, and unencumbered use of the Assets by Buyer.

4.1.9 No Citizens Agreements. There are no agreements with any community group, governmental authority, or other third party restricting programming, employment practices, policies, or other respects of the business or operations of the Station, which restricts the permittee’s or licensee’s discretion to operate the Station.

4.1.10 Governmental Filings. All returns, reports, and statements required to be filed with the FAA and/or the FCC relating to the Station (including, but not limited to, the registration of towers and the filing of annual regulatory fees for the Station) have been filed and complied with and are complete and correct as filed. All annual FCC regulatory fees applicable to the Station for all periods preceding the Closing (if any) have been paid.

4.1.11 No Misleading Statements. No representation or warranty made by Seller in this Agreement or any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances under which they were furnished.

The representations and warranties of Seller shall be unaffected by an investigation heretofore or hereafter made by Buyer, provided that Buyer shall use reasonable efforts to notify Seller of any facts of which Buyer has actual knowledge that would cause any of the representations and warranties set forth in Article 4.1 to be materially false or misleading.

4.2 Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and shall remain true through to and survive the Closing:

4.2.1 Organization and Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Wisconsin, and has the power and authority to hold and obtain the Assets.

4.2.2 Authorization and Binding Obligation. Buyer has all necessary power and authority required for a corporation to enter into and perform this Agreement and the transactions contemplated hereby and to hold and obtain the Assets and to operate the Station as required. Buyer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part, and this Agreement will constitute the valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

4.2.3 Absence of Conflicting Agreements or Required Consents. Except as set forth in Article 3 with respect to governmental consents, the execution, delivery, and performance of this Agreement by Buyer: (a) do not conflict with the provisions of the articles of incorporation, bylaws, or charter (or other organization documents) of Buyer; (b) do not require the consent of any third party which has not already been obtained by Buyer; (c) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation, or ruling of any governmental authority to which Buyer is bound; and (d) 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 agreement, or instrument to which Buyer is now subject.

4.2.4 FCC Qualifications. Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate the Assets under the Communications Act, and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Assets. No waiver of any FCC rule or policy relating to the qualifications of Buyer is necessary for the FCC Consent to be obtained.

4.2.5 Litigation. There is no claim, litigation, proceeding, or investigation pending or, to the best of Buyer's knowledge, threatened against Buyer that could have a material adverse effect on Buyer's ability to perform its obligations pursuant to this Agreement. Buyer is not in violation of any law, regulation, or ordinance or any other requirement of any

governmental body or court which could have a material adverse effect on Buyer's ability to perform its obligations pursuant to this Agreement.

4.2.6 No Misleading Statements. No representation or warranty made by Buyer in this Agreement or any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances under which they were furnished.

The representations and warranties of Buyer shall be unaffected by an investigation heretofore or hereafter made by Seller, provided that Seller shall use reasonable efforts to notify Buyer of any facts of which Seller has actual knowledge that would cause any of the representations and warranties set forth in Article 4.2 to be materially false or misleading.

ARTICLE 5

PRE-CLOSING COVENANTS

5.1 Exclusivity. Seller agrees that, commencing on the date hereof through the Closing or earlier termination of this Agreement, Buyer shall have the exclusive right to consummate the transactions contemplated herein.

5.2 Confidentiality.

5.2.1 Subject to the requirements of applicable law, Buyer and Seller shall each keep confidential all information obtained by it with respect to the other party hereto in connection with this Agreement and the negotiations preceding this Agreement ("**Confidential Information**"); provided that the parties hereto may furnish such Confidential Information to its employees, agents, and representatives who need to know such Confidential Information (including its financial and legal advisers, its banks, and other lenders) (collectively, "**Representatives**"). Each party hereto shall, and shall cause each of such party's Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement. If the transactions contemplated hereby are not consummated for any reason, each party shall return to such other party hereto, without retaining a copy thereof, any schedules, documents, or other written information obtained from such other party in connection with this Agreement and the transactions contemplated hereby.

5.2.2 Notwithstanding anything contained in Section 5.2.1, no party shall be required to keep confidential or return any Confidential Information which: (a) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party; (b) is or becomes publicly known through no fault of the receiving party or its agents; (c) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the disclosing party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (d) is developed by the receiving party independently of the disclosure by the disclosing party.

5.3 Cooperation. Subject to express limitations contained elsewhere herein, Buyer and Seller agree to cooperate fully with one another in taking any reasonable actions (including, without limitation, reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement.

5.4 Control of Licenses. Buyer shall not, directly or indirectly, control, supervise, or direct the operations of the Seller or assume any control of the Licenses or the Station prior to the Closing. Such operations, including complete control and supervision of the Licenses and the Station, shall be the sole responsibility of Seller.

5.5 Buyer's Due Diligence; Access to Records. At any time prior to Closing, Seller shall allow Buyer access to Seller's records regarding the Licenses, the Station, the Assets, and the Station's operation. Seller shall fully cooperate with such individuals in connection with such review, who shall be employees or agents of and paid by Buyer.

ARTICLE 6

CONDITIONS OF CLOSING

The obligations of Buyer and Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

6.1 Representations, Warranties, and Covenants of Seller.

6.1.1 All representations and warranties of Seller made in this Agreement or in any exhibit, schedule, or document delivered pursuant hereto shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

6.1.2 All the terms, covenants, and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

6.1.3 Buyer shall have received a certificate, dated as of the Closing Date, executed by an officer of Seller, to the effect that: (a) the representations and warranties of Seller contained in this Agreement are true and complete in all material respects on and as of the Closing Date as if made on and as of that date; and (b) that Seller has complied with or performed in all material respects all terms, covenants, and conditions to be complied with or performed by it on or prior to the Closing Date.

6.2 Representations, Warranties, and Covenants of Buyer.

6.2.1 All representations and warranties of Buyer made in this Agreement or in any exhibit, schedule, or document delivered pursuant hereto shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

6.2.2 All the terms, covenants, and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects.

6.2.3 Seller shall have received a certificate, dated as of the Closing Date, executed by an officer of Buyer, to the effect that: (a) the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects on and as of the Closing Date as if made on and as of that date; and (b) that Buyer has complied with or performed in all material respects all terms, covenants, and conditions to be complied with or performed by it on or prior to the Closing Date.

6.3 Government Consents. The FCC Consent shall have been obtained and shall have become a Final Order (as hereinafter defined), provided that a Final Order may be waived by Buyer. **"Final Order"** means a grant, consent, or authorization by the FCC which is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction, and in regards to the FCC Application, consents to the assignment of the Licenses contemplated by this Agreement without the imposition of any conditions that could have a material adverse effect on Seller or Buyer with respect to the assignment of the Licenses from Seller to Buyer.

6.4 Governmental Authorizations. It shall not be a pre-condition to Buyer's obligation to close that the Station be currently operating; provided, however, it shall be a condition to Closing that the Seller shall have filed with the FCC a request for silent authority and, at the Closing Date, the Station has not been silent for 180 or more consecutive days (and if such period has been exceeded, Seller initiates operations of the Station at its then present or other authorized location, for such periods as necessary, and undertakes necessary filings with the FCC to keep the Station from being in violation of its silent authority, so as to allow Buyer not less than 180 days of silent authority following Closing), provided further, that Seller shall describe and certify that such operation, including dates and times, was of the type and duration required to prevent expiration of the Station License as described in 47 CFR Section 73.1740(c).

6.5 Adverse Proceedings. No suit, action, claim, or governmental proceeding shall be pending against, and no other decree or judgment of any court, agency, or other governmental authority shall have been rendered (and remain in effect) against, any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

6.6 Bankruptcy. That at no time prior to Closing shall any of the following have been done by or against or with respect to Seller or Buyer: (a) the commencement of a case under Title 7 or 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; or (c) an assignment for the benefit of creditors.

6.7 Closing Documents. At the Closing, the parties shall deliver or cause to be delivered the following:

6.7.1 To Buyer:

(i) Certified resolutions of the board of directors of the Seller approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby;

(ii) Such certificates, assignments, and other instruments of conveyance, assignment, and transfer, including, without limitation, any necessary consents to conveyance, assignment, or transfer, all in form reasonably satisfactory to Buyer and Buyer's counsel, as shall be effective to vest in Buyer all of Seller's right, title, and interest in the Assets, free, clear, and unencumbered (except for the right of the United States Government in the Licenses); and

(iii) Such additional information, materials, agreements, documents, and instruments as Buyer and its counsel may reasonably request in order to consummate the Closing.

6.7.2 To Seller:

(i) Certified resolutions of the board of directors of the Buyer approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby;

(ii) Such certificates, assignments, and other instruments of conveyance, assignment, and transfer, including, without limitation, any necessary consents to conveyance, assignment, or transfer, all in form reasonably satisfactory to Seller and Seller's counsel, as shall be effective to vest in Buyer all of Seller's right, title, and interest in the Assets, free, clear, and unencumbered (except for the right of the United States Government in the Licenses);

(iii) The Purchase Price, subject to any prorations, credits, and reductions permitted hereby; and

(iv) Such additional information, materials, agreements, documents, and instruments as Seller and its counsel may reasonably request in order to consummate the Closing.

6.8 Waiver. The parties may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by both parties. No such waiver shall reduce the rights or remedies of the parties by reason of any breach by the other party (but if a condition is waived, the party waiving the same may not rescind this Agreement on the basis of the failure of such waived condition). In the event that for any reason any item required to be delivered to one party by the other party hereunder shall not be delivered when required, then the other party shall nevertheless remain obligated to deliver the same to first party, and nothing (including, but not limited to, the Closing of the transaction hereunder) shall be deemed a waiver by the parties of any such requirement.

ARTICLE 7

FEES AND EXPENSES

7.1 Expenses. Except as set forth in Section 7.2 or otherwise expressly set forth in this Agreement, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement and the fees and disbursements of counsel and other advisors.

7.2 Governmental Filing or Grant Fees. Any other filing or grant fees imposed by any governmental authority, the consent of which or the filing with which is required for the consummation of the transactions contemplated hereby, shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller.

7.3 Purchase Price Allocation. The Purchase Price shall be allocated by Buyer for tax purposes among the Purchased Assets in accordance with § 1060 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder.

ARTICLE 8

TERMINATION RIGHTS

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

8.1.1 Upon the mutual written agreement of Buyer and Seller, this Agreement may be terminated on such terms and conditions as so agreed; or

8.1.2 By written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or defaults in any material respect in the observance or in the due and timely performance of any of its covenants or agreements herein contained or required hereby and such breach or default is not cured within thirty (30) days of the date of notice of breach or default served by Buyer; or

8.1.3 By written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or defaults in any material respect in the observance or in the due and timely performance of any of its covenants or agreements herein contained or required hereby and such breach or default is not cured within thirty (30) days of the date of notice of breach or default served by Seller; or

8.1.4 By written notice of Seller to Buyer, or by written notice of Buyer to Seller, if the FCC by staff action or action by the full FCC denies by Final Order the FCC Application or designates for hearing the FCC Application; or

8.1.5 By written notice of either party if (i) decree or judgment of a court, agency, or other governmental authority of competent jurisdiction shall have been rendered (and remain in effect) against any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms or (ii) any court of competent jurisdiction shall have issued an order, decree, or ruling or taken any other

action restraining, enjoining, or otherwise prohibiting the transactions contemplated by this Agreement; or

8.1.6 By five (5) days' prior written notice of Seller to Buyer, or by five (5) days' prior written notice of Buyer to Seller, if the Closing shall not have been consummated on or by the Outside Closing Date.

8.1.7 Notwithstanding the foregoing, no party hereto may effect a termination hereof if such party is in material default or breach of this Agreement.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Further Assurances. After the Closing, the parties shall from time to time, at the request of and without further cost or expense to the other party, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good and marketable title to the Assets being transferred hereunder, free, clear, and unencumbered.

9.2 Risk of Loss. Seller shall bear the risk of any casualty, loss, or damage to the Assets prior to the Closing Date. Buyer shall bear the risk of any casualty, loss, or damage to the Assets after the Closing Date.

9.3 Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which such consent shall not be unreasonably withheld.

9.4 Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement shall be effective unless in writing and signed by all parties. 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 of such right or power, nor shall any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

9.5 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Wisconsin without giving effect to the choice of law provisions thereof. Any action, suit, or proceeding brought by any party to this Agreement relating to or arising out of this Agreement or any other agreement, instrument, certificate, or other document delivered pursuant hereto (or the enforcement hereof or thereof) must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction, and venue in Marathon County, Wisconsin.

9.6 Notices. Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by

registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Seller, by notifying Buyer, and in the case of Buyer, by notifying Seller:

To Seller:

Family Stations, Inc.
4135 Northgate Blvd. Suite 1
Sacramento, CA 95834
Attn: Rick McGriff

With copies (which shall not constitute notice) to:

Michelle A. McClure, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

To Buyer:

Midwest Communications, Inc.
904 Grand Avenue
Wausau, WI 54403-6420
Attention: Gary E. Tesch, Executive Vice President

With copies (which shall not constitute notice) to:

Joseph M. Mella, Esq.
Ruder Ware, L.L.S.C.
500 First Street, Suite 8000
Wausau, WI 54403

9.7 Counterparts. 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. Facsimile or other electronically delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

9.8 Survival of Representations, Etc. It is the express intention and agreement of the parties to this Agreement that all covenants and agreements (together, "Agreements") and all representations and warranties (together, "Warranties") made by the parties in this Agreement shall survive the Closing. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses

incurred by Buyer arising out of or related to any to any acts or omissions of Seller prior to the Closing or breach of the Agreements or Warranties given or made by Seller in this Agreement. Buyer shall defend, indemnify, and hold harmless Seller from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses incurred by Seller arising out of or related to any to any acts or omissions of Buyer subsequent to the Closing or breach of the Agreements or Warranties given or made by Buyer in this Agreement.

9.9 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal, or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted, and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

9.10 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein.


[DOCUMENT CONTINUES ON NEXT PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

FAMILY STATIONS, INC.

By: 
Name: Harold Camping
Title: President

BUYER:

MIDWEST COMMUNICATIONS, INC.

By: _____
Name: Paul Rahmlow
Title: Secretary/Treasurer

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