

## ASSET PURCHASE AGREEMENT

*L.A.C.*  
*16<sup>th</sup>*  
*December* Asset Purchase Agreement ("APA"), made and entered into this 16<sup>th</sup> day of ~~November~~, 2009, by and between Calvary Chapel of Costa Mesa, Inc., a California not-for-profit corporation ("Seller"), and Horizon Christian Fellowship, a Massachusetts not-for-profit corporation ("Buyer").

### WITNESSETH:

WHEREAS, Seller is the owner and holds licenses issued by the Federal Communications Commission ("FCC") for the operation of AM Broadcast Station WFGL, Fitchburg, Massachusetts, FCC Facility ID No. 8418, and Non-Commercial Educational FM Broadcast Station WJWT, Gardner, Massachusetts, FCC Facility ID No. 122204 (collectively, the "Stations"); and

WHEREAS, Seller desires to sell the Stations to Buyer as a going business on the terms and conditions hereinafter set forth, and Buyer desires to purchase same.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

1. **Assets to Be Sold.** The assets to be sold consist of all of the personal property owned by Seller and used in the operation of the Stations, an inventory of which is attached and marked Schedule A; all leaseholds held by Seller and used in the operation of the Stations, which leases are described in Schedule B attached hereto, and will be assigned to Buyer and fully assumed by Buyer at the Closing as hereinafter defined; the licenses issued by the FCC for the operation of the Stations, subject to FCC consent to the assignment of such licenses from Seller to Buyer; the real estate which comprises the Station WFGL transmitter site as described in Schedule C; and the Stations' accounts receivable.

2. **Purchase Price.** The Purchase Price for the assets described in paragraph 1 shall consist of the sum of Two Hundred Thousand Dollars (\$200,000.00), evidenced by a Promissory Note of Buyer in that amount, bearing interest at the rate of six percent (6%) per annum and payable in seventy-three (73) equal, consecutive monthly payments of principal and interest, each in the sum of Three Thousand Two Hundred Fifty Dollars (\$3250.00), plus a final seventy-fourth (74<sup>th</sup>) monthly payment in the sum of Two Thousand Three Hundred Sixty Nine Dollars and Seventy Cents (\$2369.70), and secured by a Security Agreement providing for a sale of FM Broadcast Station WJWT, Gardner, Massachusetts in the event of a default, and for a first security interest in favor of Seller in the proceeds of that sale, evidenced by the filing of a Form

UCC-1. The agreement will require the unpaid portion of the Promissory Note to become due and payable in a lump sum in readily available funds in the event that Buyer sells Station WJWT to a third party. Buyer may sell AM Broadcast Station WFGL at any time but, so long as Buyer continues to own that station Buyer will continue to cause Station WFGL to carry the programs specified in Schedule D.

3. **Application for FCC Consent.** Within five (5) days of the date of execution of this APA, the parties will file an application with the FCC for FCC consent to the transactions contemplated by this APA. The parties will vigorously prosecute the application and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

4. **Closing Following FCC Consent.** Within ten (10) days after the FCC issues an order consenting to the transactions contemplated by this APA, and upon written notice by Seller to Buyer, a Closing shall take place by an exchange of documents either electronically and/or by the use of Federal Express. At the Closing, Seller will deliver a bill of sale for the personal property to Buyer, a quit claim deed for the Station WFGL transmitter site, an assignment of the Stations' licenses from Seller to Buyer; and an assignment of the leases described in Schedule B; Buyer will deliver written assumptions of such leases and of its obligations to broadcast on WJWT and WFGL of the programs listed in Schedule D.

5. **Seller's Warranties.** All of the broadcast equipment and the real and personal property being conveyed to Buyer is being conveyed "as is" and "where is". Seller makes absolutely no warranties of any kind with respect to the condition of such real or personal property. Seller warrants only that at the Closing it will have good and marketable title to the real and personal property being conveyed, and the FCC licenses being conveyed to Buyer will be in good standing. Seller makes absolutely no warranties and/or representations other than the ones set forth in this paragraph.

6. **Buyer's Warranties.** Buyer warrants and represents that it is a corporation in good standing in the State of Massachusetts and that it knows of no reason why the FCC will not consent to the transactions contemplated by this APA.

7. **Legal Expenses, Closing Costs and Filing Fees.** Each party will bear its own legal expenses connected with this transaction. All closing costs incurred in connection with the conveyance of the WFGL transmitter site to Buyer will be paid by Buyer. If there are any FCC filing fees, however, they will be paid by Buyer.

8. **California Contract.** This APA is a California contract and shall construed and interpreted in accordance with the laws of the State of California (other than those laws relating to conflict of laws).

9. **Counterparts.** This APA may be executed in counterpart and/or by telecopy and, when so executed the counterparts taken together shall constitute a completed and binding agreement.

10. **Notices:** Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt request, and addressed as follows:

If to Calvary Chapel of Costa Mesa, Inc.:

Calvary Chapel of Costa Mesa, Inc.  
ATTN: Roger Wing, Assistant Secretary  
3000 W. MacArthur Boulevard  
Suite 500  
Santa Ana, CA 92704

With a Copy to:

Lauren A. Colby, Esq.  
Law Office of Lauren A. Colby  
10 E. Fourth Street  
P.O. Box 113  
Frederick, MD 21701

If to Horizon Christian Fellowship:

Horizon Christian Fellowship  
ATTN: George Small, President  
356 Broad Street  
Fitchburg, MA 01420-3030

With a Copy to:

Harry C. Martin, Esq.  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Arlington, VA 22209

**WHEREFORE**, the premises considered, the parties to this APA have set the hands and seals of their authorized representatives on the day and year above written.

**HORIZON CHRISTIAN FELLOWSHIP**

By: \_\_\_\_\_  
George Small, President  
"Buyer"

**CALVARY CHAPEL OF COSTA MESA, INC.**

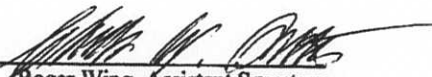
By: \_\_\_\_\_  
Roger Wing, Assistant Secretary  
"Seller"

WHEREFORE, the premises considered, the parties to this APA have set the hands and seals of their authorized representatives on the day and year above written.

**HORIZON CHRISTIAN FELLOWSHIP**

By:   
George Small, President  
"Buyer"

**CALVARY CHAPEL OF COSTA MESA, INC.**

By:   
~~Roger Wing, Assistant Secretary~~  
"Seller"

Charles Smith  
President

## **LIST OF SCHEDULES**

Schedule A	Inventory of Personal Property
Schedule B	Leases to Be Assumed
Schedule C	Legal Description of Real Estate to Be Conveyed
Schedule D	Assumed Program Obligations