

ASSET PURCHASE AGREEMENT

This Agreement made and entered into this 4th day of March, 2002, by and between, Eddins Broadcasting Co., Inc. an Alabama for-profit corporation (hereinafter referred to as ("Seller")) and Queen of Peace Radio, Inc. a Florida not-for-profit corporation, (hereinafter referred to as "Buyer")

WITNESSETH

WHEREAS, Seller is the licensee of AM radio broadcast Station WFMH, operating on 1460 kHz, licensed to Cullman, Alabama (the "Station") and is the owner of certain tangible and intangible assets used or useful in connection with the ownership and operation of the Station;

WHEREAS, Buyer desires to purchase the tangible and intangible assets as set forth herein and to be assigned the permits, licenses and any other authorizations issued by the Federal Communications Commission (the "FCC") or any other governmental agency for the operation of the Station (the "Governmental Authorizations") and Seller desires to sell the tangible and intangible assets and to assign the Governmental Authorizations, on the terms and conditions contained herein;

WHEREAS, the licenses and any other authorizations issued by the FCC for the operation of the Station may not be assigned by Seller to Buyer without the prior written consent of the FCC; and

WHEREAS, Buyer is the licensee of FM radio broadcast Station WQOP, operating on 92.5 MHz, licensed to Dora, Alabama (WQOP-FM) and as a part of the consideration of this contract agrees to consent to change the city of license of WQOP-FM to Cordova, Alabama;

WHEREAS, Seller and Buyer have reached agreement with respect to this sale and purchase of the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and the respective representations, warranties, agreements, and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

PURCHASED ASSETS

Basic Transaction. Subject to the terms and conditions of this Agreement, on the Closing Date, as defined in Section 4 herein, Seller will sell, assign, transfer, convey and

deliver to Buyer, and Buyer will accept, purchase and acquire from Seller, all of the assets, property rights, licenses and authorizations owned or leased by Seller and used or held for use in the operation of the Station, as described below, other than Excluded Assets, as defined in Section 1.5, (hereinafter collectively referred to as the "Purchased Assets"):

- 1.1 Licenses. All permits, licenses and other Governmental Authorizations issued by the FCC or any regulatory agency for the ownership and operation of the Station, except local business licenses for Seller which are nontransferable, and any related auxiliary facilities, and the right to use the Station's call letters (the "FCC Licenses");
- 1.2 Personal Property. All of the tangible personal property and equipment identified on Exhibit A together with all replacements, of comparable value, and improvements or additions thereto made between the date hereof and the Closing Date;
- 1.3 Records. All local public records, file materials, engineering data, engineering records, inventory records, product warranties, logs, programming records, photographic records, relating to or used in the operation of the Station (the "Station Records"). Nevertheless, Seller shall have reasonable access upon at least five (5) days written notice to Buyer, of all Station Records for a three (3) year period after closing;
- 1.4 Call Signs, Promotional Materials, Intangible Assets and Goodwill. All of Seller's rights in the Station's call letters, slogans, jingles, logos, service marks, all goodwill of the Station and other intangible property rights used or held for use in the operation of the Station;
- 1.5 Excluded Assets. This Agreement specifically excludes from the Purchased Assets, as defined in Section 1, above:
 - 1.5.1 All assets which are not specifically included in sections 1.1 through 1.5 above, including, but not limited to, tangible personal property that is not listed on Exhibit A.
 - 1.5.2 All cash or cash equivalents of Seller;
 - 1.5.3 All accounts receivable and trade accounts of the Station arising out of the operation of the Station prior to the Closing Date;
 - 1.5.4 Seller's minute books and other books and records not specifically identified above, or related to the Station or pertaining to corporate organization; any claims, rights and interest in and to any refunds of

federal, state or local taxes or fees of any nature whatsoever; all rights of Seller to receive a payment before or after the Closing Date; all deposits or prepaid expenses paid by Seller and all choses in action of Seller;

1.5.5 All insurance contracts and rights of Seller to receive a payment of any kind which existed on or prior to the Closing Date and which relates to time prior to the Closing Date;

1.5.6 All real estate and fixtures.

2. **NO ASSUMPTION OF CONTRACTS OR LIABILITY:** Seller shall not assign and Buyer does not assume any contracts, leases, agreements or other obligation or liability of Seller existing or occurring prior, on, or subsequent to the closing date.

3. **PURCHASE PRICE:** The total purchase price shall be Fifty Thousand and no/100 Dollars (\$50,000.00), which Buyer shall pay to Seller at the time of closing by check or by wire transfer as instructed by Seller.

4. **AGREEMENT TO CHANGE COMMUNITY OF LICENSE:** Buyer agrees to change the Community of License of WQOP-FM (channel 223A) to enable Seller or Assignee to file and seek FCC approval for certain other Petitions of which Buyer is not to be considered a party. Buyer cooperation with Seller or Assignee does not include the relocation of WQOP-FM's tower, a decrease of WQOP-FM's licensed power or any other modification which effects the current licensed coverage area or status of the WQOP-FM license as it exists on the date of this agreement.

4.1 Upon execution of this Agreement, Buyer shall execute a statement of consent to the change in WQOP-FM's community of license, as specified in Exhibit B hereto (the "WQOP Relocation"). Such statement shall be in the form of Exhibit C hereto. Buyer understands that such statement will be filed for rule making with the FCC within 60 days from the date of this agreement by Voice of Cullman, L.L.C. ("Seller") or its assignee ("Assignee") with the FCC in connection with a petition for rule making proposing, among other things, the WQOP Relocation and several other facilities modifications (the "Petition"). Buyer agrees to cooperate with Seller or Assignee in filing the Petition, including but not limited to executing such further documentation as Seller or Assignee reasonably requires to obtain the FCC's grant of the Petition.

4.2 Buyer agrees to file with the FCC such applications to implement the WQOP Relocation (the "Implementation Applications") as are required by the FCC in the grant of the Petition.

4.3 Buyer shall retain ultimate responsibility for the preparation and prosecution of the Implementation Applications and the completion of the WQOP Relocation.

All services performed by Seller or Assignee in connection therewith shall be subject to the supervision and control of Buyer, and Buyer retains the right to engage engineering and legal services as it deems appropriate.

- 4.4 Buyer will not submit any amendment, application, petition, pleading, or other document to the FCC or any other governmental authority (i) that is inconsistent with the terms of this Agreement; (ii) that would diminish or delay the prospects for a timely grant of the Petition or any of the Implementation Applications; or (iii) that would diminish or delay the ability of Seller or Assignee to complete the modifications contemplated by the Petition.
- 4.5 Nothing in this Agreement shall obligate Buyer to (i) pursue judicial review of an FCC denial of any of the Implementation Applications; (ii) accept, agree, or accede to any material adverse conditions imposed in connection with the FCC approval of any of the Implementation Applications; or (iii) accept, agree, or accede to a construction permit or license that does not authorize facilities and service as set forth in Exhibit B hereto.
- 4.6 Buyer expressly acknowledges and agrees that its acquisition of the Assets pursuant to the terms of this Agreement is at least equal to the total costs associated with the implementation of the WQOP Relocation and that its acquisition of the Assets constitutes the total consideration it will receive from either Seller or Assignee in exchange for its agreement to complete the WQOP Relocation.
- 4.7 Except as defined above, Seller or Assignee shall pay to Buyer all direct out-of-pocket expenses incurred by Buyer associated with the implementation of the WQOP Relocation. Except as otherwise provided herein, Seller or Assignee shall reimburse Buyer for all reasonable, direct out-of-pocket expenses supported by appropriate documentation incurred by Buyer associated with the implementation of the WQOP Relocation and the Implementation Applications up to Five Thousand Dollars (\$5,000) in the aggregate.
5. **CLOSING DATE, TIME AND PLACE:** The closing of this Agreement shall take place at a mutually agreed upon place, date and time within fifteen business days after the date of FCC Final Consent to the assignment application or such other date and time that may be mutually agreed upon by Seller and Buyer ("Closing Date").
6. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants to Buyer as follows:
- 6.1 **Organization and Standing:** Seller has the requisite power and authority to own and operate the Station and carry on the business of the Station as now being

conducted and as proposed to be conducted by it between the date hereof and the closing date.

6.2 Authorization and Binding Obligation: Seller has the requisite power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller have been duly and validly authorized by all necessary corporate action on the Seller's part. This agreement has been duly signed and delivered by Seller and constitutes its valid and binding obligation enforceable in accordance with its terms.

6.3 Absence of Conflicting Agreements or Required Consents: Except as set forth in Section 11 hereof with respect to governmental consents, consents that may be required to assign and assume contracts, Seller's execution, delivery and performance of this Agreement:

6.3.1 Does not require the consent of any third party; and,

6.3.2 Will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority, and,

6.3.3 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, trust instrument or permit individually or in the aggregate material to the transactions contemplated hereby and to which they are not subject, and,

6.3.4 Will not result in the creation of any lien, charge or encumbrance on any of the Buyer's or Sellers assets.

7. QUALIFICATIONS: Buyer is legally, technically and financially qualified under the Communications Act of 1934, as amended, and under the Rules and Regulations of the FCC promulgated thereunder, to become holder of the Stations' authorizations and is financially qualified to consummate this agreement on the terms and conditions contained within.

8. COVENANTS: the Seller and Buyer each covenant, as applicable, the following:

8.1 Control of Station: Buyer shall not, prior to FCC consent, directly or indirectly control, supervise or direct the operations of the Station. It is expressly understood that the ultimate responsibility, control and supervision of all operations of Station including programs, employees and policies, is the sole responsibility of the Seller until the closing date.

- 8.2 Cooperation: Seller and Buyer shall cooperate fully with each other in taking any action, including actions to obtain required consent of any governmental agency or of any third party, necessary or helpful, to accomplish the transactions contemplated by the Agreement.
- 8.3 Further Assistance: Seller and Buyer shall cooperate and take such actions and execute such documents at the closing or subsequently as may be reasonably requested by the other in order to carry out the provisions and purposes of the Agreement.
9. **GOVERNMENTAL CONSENTS**: The assignment of the Station's authorizations, including the Station's FCC license, is subject to the prior consent and approval of the FCC ("FCC Consent") and is expressly conditioned upon the grant of the FCC consent. No later than ten (10) business days after the execution of the Agreement, each of the buyer and Seller will be ready, willing and able to file their respective portions of an FCC Form 314 application seeking the FCC consent to an assignment of the Station's license. Promptly following the execution of this Agreement, the parties will join together in filing with the appropriate government authorities any other requests for approval or waiver that are required in connection the transactions contemplated hereby, and shall jointly, diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approval or waiver and in all proceedings necessary to secure such approvals or waivers.
10. **EXPENSES AND ADJUSTMENTS**: The expenses of this transaction and the income and the expenses of the operation of the station shall be paid as follows:
- 10.1 Transaction Costs: The Buyer and Seller shall each pay one half of the FCC filing fees. Either legal fees or other expenses incurred by the Seller or the Buyer for any other purpose will be borne by the party incurring it.
- 10.2 Operation of the Station: The operation of the Station and the income and expenses attributable thereto up until 11:59 p.m. on the day preceding the closing date shall be for the account of the Seller and thereafter for the account of the Buyer. At closing, the following shall be adjusted and apportioned between the Seller and Buyer:
- 10.2.1 Prepayments and accrued payments under all Contracts to be assigned and assumed pursuant to Section 2.3;
- 10.2.2 Deposits placed with telephone and utility companies, and any advance rents or deposits with service companies or suppliers; and
- 10.2.3 All other taxes, charges, utility bills, and expenses attributable to the

operation of the Station prior to closing.

- 10.3 **Closing Adjustments:** In the event, closing adjustments are in favor of the Seller, the same shall be paid at closing by a bank check of the Buyer. In the event that closing adjustments are in favor of the Buyer, the same shall be paid at closing by a bank check of the Seller. In the event, it is impractical or impossible to compute the amounts of adjustments at closing, the amount shall be computed and paid on a date no later than 30 days following the closing date.
11. **RISK OF LOSS:** The risk of any loss, damage or destruction of any of the Station's assets to be transferred hereunder from fire or other casualty or cause shall be borne by Seller at all times prior to the closing date. Upon the occurrence of any loss or damage to any material assets to be transferred hereunder, as a result of fire, casualty or other causes prior to closing, Seller shall notify Buyer of same in writing immediately stating with particularity the extent of such loss or damage incurred, the cause thereof if known and the extent to which restoration, replacement and repair of the Stations' assets lost or destroyed will be reimbursed under any insurance policy with respect thereto. In the event the loss or damage exceeds One Thousand Dollars (\$1,000.00) and the property cannot substantially be repaired, restored or replaced with property of a comparable quality or utility within thirty (30) days, Buyer shall have the option exercisable within ten (10) days after receipt of such notice from Seller to terminate this Agreement or elect to consummate the Agreement and accept the property in its "then condition", in which even Buyer shall have as recourse all rights under any insurance claim covering the loss. If Buyer elects to consummate the Agreement, Seller will have no further liability to Buyer except for the reimbursement to Buyer for any deductible on insurance policies.
12. **ATTORNEY'S FEES** If any party defaults in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit, the prevailing party in such lawsuit shall be entitled to reasonable attorney's fees and costs as determined by the court.
13. **NO SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS:** The representations, warranties and covenants of Seller and Buyer contained in this Agreement shall not survive closing. The closing of the transaction will constitute an acceptance by Seller and Buyer of complete and full performance of its obligations under this Agreement.
14. **SELLERS INDEMNIFICATION OF BUYER:** Seller hereby agrees to indemnify and hold harmless Buyer for a period of three (3) years from the closing date from and against any and all losses, damages, costs, expenses, claims (including reasonable attorneys' fees), and liabilities of Seller resulting from this transaction. In the event that any claim is asserted against Buyer, which, if established, would require indemnification under the terms of this section, then Buyer shall promptly give Seller written notice of such claim and Seller shall, within ten (10) days after said written notice, notify Buyer in writing, of

Seller's decision whether or not to defend against the asserted claim. In the event, a claim is asserted and Seller elects not to defend against such claim or fails to notify Buyer within the time provided, the Buyer may defend against the claim. In the event Buyer elects to defend against any such claim, all expense of the Buyer to defend against such claim shall be borne by the Seller.

15. **COMMISSION OR FINDER'S FEE:** Seller and Buyer agree that no party is due any brokers or finders fees.
16. **SUCCESSOR AND ASSIGNS:** This agreement shall be binding upon, and inure to the benefit of, the respective permitted successors and assigns of the parties. The benefits and obligations accruing to the Buyer under this Agreement may not be assigned by the Buyer without the prior written consent of the Seller.
17. **CONSTRUCTION:** This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Alabama without reference to the principles of conflicts of law in effect in such state.
18. **NOTICES:** Any notice, consent, waiver or other communications hereunder shall be in writing and sent by certified or registered mail, return receipt requested, postage prepaid, or USPS Express Air Service, overnight air courier service or same day delivery service, to the address specified below (or at such other address which party shall specify to the other party in accordance herewith):

18.1 If to Seller:

Eddins Broadcasting, Company
18 Col. Winstead Drive
Brentwood, TN

18.2 If to Buyer:

Queen of Peace Radio, Inc.
Chris Williams
391 14th Avenue South
Jacksonville Beach, Florida 32250

18.3 With a copy (which shall not constitute notice to:

Dennis Kelly, Esq.
P.O. Box 6648
Annapolis, MD 21401

Notice shall be deemed to have been given five (5) business days after mailing if sent by registered or certified mail, or on the next business day if sent by UPS Express Mail, overnight air courier or same day delivery service.

19. **MULTIPLE COUNTERPARTS:** This agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be signed by the affixing of the signature of each party to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.
20. **ENTIRE AGREEMENT:** This agreement represents the entire understanding of the parties hereto, supersedes all other and prior memoranda and agreements between the parties here to and my not be modified or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified and amended.
21. **CAPTIONS:** The sections, captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.
22. **EXHIBITS AND SCHEDULES:** The Exhibits and Schedules are hereby incorporated

by reference into and made part of this Agreement.

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

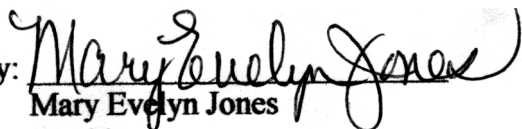
Seller:

Buyer:

Eddins Broadcasting Co., Inc.

Queen of Peace Radio, Inc.

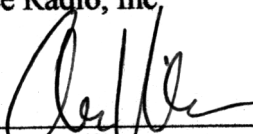
By:



Mary Evelyn Jones

Its: President

By:



Chris Williams

Its: President

Exhibit A

Assets Covered by this Agreement

<u>Item</u>	<u>Qty</u>	<u>Description</u>
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Transmission Equipment

1	1	AM Transmitter
2	1	Modulation Monitor

3

1

Audio Processor

4

1

Phaser Control Unit

5

1

Phaser Measuring Unit

6

1

EAS system

7

1

Misc. Wires and transmission cables required for the transmission of a radio signal.

Studio Equipment

8	1	Broadcast Board
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9	1	Mic
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10	1	Misc. Wires and transmission cables required for the transmission of a radio signal
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Exhibit B

WQOP Relocation

Buyer consents to the modification of the WQOP-FM license substantially as set forth below:

Community of License: Cordova, Alabama

Channel and Class: 223A

FCC File No.: BLH-19971009KB

Facility ID No: 77749

Tower Data:

Antenna Structure Registration Number. (ASRN): 1016443

33 ° 38' 55.00" N Latitude

87 ° 09' 19.00" W Longitude (NAD27)

Operating parameters:

Effective Radiated Power (ERP): 2.20 kW ERP

Ant. Height Above Average Terrain (HAAT): 167. meters HAAT

Ant. Radiation Center Above Mean Sea Level: 287.0 meters RCAMSL

Ant. Radiation Center Above Ground Level: 105. meters RCAGL

Exhibit C

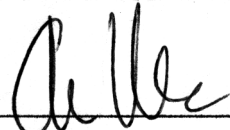
FORM OF CONSENT

Station WQOP(FM)
Dora, Alabama

Queen of Peace Radio, Inc. ("QOP"), licensee of FM Radio Station WQOP(FM), Channel 223A, Dora, Alabama (the "Station"), hereby consents to the modification of the Station's license to change the Station's community of license to Cordova, Alabama. QOP will file such applications as are necessary to implement this change in the event the Federal Communications Commission approves this change. QOP hereby affirms that it will receive consideration and reimbursement from Eddins Broadcasting Co., Inc. or its Assignee sufficient to reimburse QOP for all costs it may incur in implementing this change. .

QOP understands that this statement may be used in a filing with the Federal Communications Commission, and it hereby authorizes its use for this purpose. I verify that this statement is true and accurate to the best of my knowledge, information and belief and that this statement is made in good faith.

QUEEN OF PEACE RADIO, INC.

By 

Name Chris Williams

Title President

Date 2-22-2002