


ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 7th  day of April 2009, by and between Radiant Life Ministries, Inc., an Ohio not-for-profit corporation with its principal offices located at 11717 Route 37, Marion, Illinois 62959 ("Buyer"), MTB Cleveland Operating LLC, a Delaware limited liability company, and MTB Cleveland Licensee LLC, a Delaware limited liability company, with their principal offices located at 449 Broadway, New York, New York 10013 (together "Seller").

WITNESSETH

WHEREAS, Seller is the owner, operator, and licensee of the full power television station WOAC-TV67/DT47 (FCC Facility ID No. 43870) (the "Station"), licensed to Canton, Ohio, under authority of license issued by the Federal Communication Commission (the "FCC"), for the term ending October 1, 2013 (the "License"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the personal property, assets and rights used or held for use in the business and operation of the Station, pursuant to the terms and conditions stated herein; and

WHEREAS, such sale and purchase, as contemplated by this Agreement, is subject to and conditioned upon the consent of the FCC to the assignment of the License;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. **Assets Sold and Purchased**

On the date of the closing of this Agreement, as provided for in Section 5 below (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase and assume, subject to the terms and conditions

set forth herein, all assets, real, personal, tangible and intangible, rights and licenses of Seller as used or held for use in the operation of the Station, as same exist on the date of Closing (except as otherwise provided herein), including, without limitation, the following assets and properties (collectively the “Assets”):

1.1 **License**. The License and all other FCC licenses and authorizations for the operation of the Station as set forth in **Schedule 1.1** hereto, and any and all other licenses, rights, permits and authorizations issued to Seller by any other governmental regulatory agency which are used in connection with the operation of the Station.

1.2 **Personal Property**. The fixed and tangible personal assets used in the operation of the Station listed and described in **Schedule 1.2** hereto, together with replacements thereof and improvements and additions made between the date hereof and the Closing Date (collectively the “Personal Property”), all free and clear of all liens, claims, security instruments and encumbrances of any kind, except Permitted Liens. “Permitted Liens” means the following: (i) statutory landlord’s liens and liens for current taxes not yet due and payable (or being contested in good faith); (ii) zoning and similar land use laws and ordinances; (iii) rights reserved to any governmental authority to regulate the affected property; and (iv) as to interests in real property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title that are reflected in the public records (if and to the extent applicable to a leasehold interest in accordance with the terms thereof) and that do not individually or in the aggregate materially interfere with the right or ability to use, lease or operate the real property as presently utilized.

1.3 **Call Sign**. The Station’s limited right, title and interest in and to the use of the call sign “WOAC” for radio frequency broadcasting as authorized by the FCC.

1.4 **Real Property.** That certain amended Real Property Lease between Seller and Dennis and Sharon Ebie of Mogadore, Ohio concerning the station's tower site in Brimfield Township, Ohio (the "Tower Lease").

1.5 **Station Contracts.** All of Seller's rights under and interest in the contracts, leases and other agreements listed on **Schedule 1.5** hereto (the "Station Contracts").

2. **Excluded Assets.** Seller acknowledges that the following assets will not be conveyed to Buyer (collectively, the "Excluded Assets"): (i) all cash and cash equivalents of Seller, (ii) all accounts receivable, (iii) all refunds or credits (including interest thereon or claims therefrom) of taxes paid by Seller prior to the Closing Date, (iv) all refunds of premiums paid on, and rights and claims under, insurance policies prior to the Closing Date, (v) bonds, letters of credit, surety instruments and other similar items, (vi) any agreement, right, asset or property owned or leased by Seller that is not used or held for use in connection with the operation of the Station, (vii) Seller's company and tax records and the account books of original entry, general ledger and financial records used in connection with the Station, (viii) Seller's employee plans, compensation arrangements, insurance contracts, programming contracts, and other contracts, and (ix) all rights and claims of Seller to the extent relating to any other Excluded Asset.

3. **Purchase Price.** The total purchase price for the Assets as described in Section 1 above, shall be SEVEN MILLION DOLLARS (\$7,000,000.00), (the "Purchase Price"), which shall be paid by Buyer to Seller on the Closing Date by wire transfer of immediately available funds in U.S. dollars.

3.1 **Assumed Liabilities.** At and after the Closing, Buyer shall assume and timely pay, discharge and perform when due those liabilities attributable to periods after the Closing under or with respect to the Licenses and the Station Contracts (collectively, the

“Assumed Liabilities”). All liabilities not expressly assumed by Buyer hereunder are collectively referred to herein as “Non-Assumed Liabilities” and shall remain and be the obligations and liabilities solely of Seller.

3.2 **Allocation of Purchase Price.** Buyer and Seller shall negotiate the allocation of the Purchase Price among the Assets for tax purposes within ninety (90) days after Closing. If Buyer and Seller do not reach an agreement concerning the allocation of the Purchase Price within such time (or, if earlier, prior to any applicable filing deadline), then Buyer and Seller each may file their respective tax returns reflecting the allocation determined by it in accordance with requirements of Section 1060 of the Code.

4. **Escrow Deposit.** Upon execution and delivery of this Agreement, Buyer shall deposit the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (the “Escrow Deposit”) with Kalil & Co., Inc. (“Escrow Agent”). The Escrow Deposit shall be held in escrow by the Escrow Agent pursuant to the terms of an Escrow Agreement in the form attached hereto as **Attachment 1**. The Escrow Agreement shall be signed by Seller, Buyer, and Escrow Agent simultaneously with the execution of this Agreement. At Closing, Seller and Buyer shall join in causing the Escrow Deposit, together with all accrued interest to be released to Buyer. If applicable, the Escrow Deposit shall be delivered to Seller or returned to Buyer in accordance with Section 15 hereof.

5. **Time and Place of Closing.** The closing of this Agreement (the “Closing”) shall take place in person at a mutually agreed upon location and/or by mail and/or electronically (*i.e.*, via e-mail and/or telephone facsimile) and/or by courier, within ten (10) days after the conditions specified in Sections 10.2 and 11.3 have been fulfilled.

6. **Contracts and Obligations Assumed.** The Assumed Liabilities (as defined in Section 3.1) are the only obligations and liabilities of Seller that Buyer agrees to assume.

7. **Seller's Representations, Warranties and Covenants.** Seller makes the following representations, warranties, and covenants, each of which shall be deemed to be a separate representation, warranty, and covenant in reliance on which Buyer has entered into this Agreement:

7.1 **Company Authorization.** The execution, delivery and consummation of this Agreement has been duly authorized by Lee W. Shubert, as Trustee for the Multicultural Capital Trust, sole member of MTB Cleveland Operating LLC, which is sole member of MTB Cleveland Licensee, LLC, and, except as disclosed on Schedule 7.1, no further authorization, approval or consent is required.

7.2 **FCC Authorizations.** Seller holds the FCC Licenses and all other permits and authorizations used in connection with the operation of the Station, and to Seller's knowledge, those FCC Licenses and all such permits and authorizations are in full force and effect. The FCC License for the Station will expire on October 1, 2013. All applications, reports and other disclosures required by the FCC with respect to the Station have been, or will be at the Closing, duly filed.

7.3 **Personal Property.** On the Closing Date, Seller will convey good and marketable title to all the Personal Property. On the Closing Date, the Assets, including the Personal Property, shall be transferred to Buyer free and clear of all liens, claims, mortgages, pledges and encumbrances whatsoever, except Permitted Liens.

7.4 **Insolvency Proceedings.** The Seller is subject to the forbearance proceedings described in Schedule 7.4. Except as described on Schedule 7.4, there are no other

insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its assets or properties are pending or, to the knowledge of Seller, threatened, and to the best of its knowledge, Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

7.5 **Insurance.** There is presently in force fire, casualty and liability insurance in amounts customary in the broadcast industry in respect to the Assets to be transferred and conveyed hereunder, and Seller will maintain or cause to be maintained such presently existing insurance in force until the Closing.

7.6 **Cable and Satellite Matters.** Except as disclosed on Schedule 7.6, there are no retransmission consent agreements or other carriage arrangements between the Seller and any multi-channel video program distributor with respect to the Station. The Station timely made must-carry elections for the 2009-2011 election cycle with DIRECTV and EchoStar. Seller has previously provided to Buyer true and correct copies of these elections. Except as set forth on Schedule 7.6, neither DIRECTV nor EchoStar has advised Seller of any signal quality or other issues with respect to the Station's must-carry elections. Seller acknowledges that carriage by DIRECTV and DISH Network are material to Buyer.

7.7 **Maintenance; Disposal of Assets.** Between the date hereof and the Closing Date, Seller (i) will keep and maintain all Assets in operating condition and repair and, to the extent required in the normal operation of the Station, replace such items of property with similar property of similar value and (ii) will not sell or otherwise dispose of the Assets other than

as such Assets are normally replaced in the ordinary course of business, prior to the Closing Date, by other assets of equal or greater worth and utility.

7.8 **Operations Pending Closing.** Between the date hereof and the Closing Date, the Station shall be operated in the normal and usual manner in accordance with the rules, regulations and policies of the FCC and Seller shall comply in all material respects with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC.

7.9 **Adverse Developments.** Seller shall promptly notify Buyer of any materially adverse developments with respect to the operations of the Station, or the condition of the Assets.

7.10 **Access.** Between the date hereof and the Closing Date, Seller will give Buyer or representatives of Buyer reasonable access during normal business hours to the Assets as Buyer may reasonably request. Buyer and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained, except for public record information.

8. **Buyer's Representations, Warranties and Covenants.** Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

8.1 **Corporate Authorization.** The execution, delivery and consummation of this Agreement has been duly authorized by the Board of Directors of Buyer and no further authorization, approval or consent is required.

8.2 **No Breach.** The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Buyer.

8.3 **Buyer Qualified.** Buyer is legally, financially and otherwise qualified to acquire and operate the Assets consistent with the Communications Act of 1934, as amended, and the rules and regulations of the FCC. To the best of Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station.

8.4 **Sufficient Available Funds.** Buyer has available the necessary funds or written, binding financing commitments to enable it to pay the Purchase Price and to consummate the transactions contemplated hereby.

8.5 **Claims and Litigation.** There are no actions pending or, to Buyer's knowledge, threatened by or against Buyer relating to the transactions contemplated by this Agreement that, if adversely determined, would reasonably be expected to affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

8.6 **Compliance with Law.** There are no violations by Buyer of any applicable law relating to any business of Buyer that would reasonably be expected to affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

9. **Indemnification.**

9.1 **Buyer's Right to Indemnification.** Seller undertakes and agrees to hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or

representations contained in this Agreement, and for and against (i) all Non-Assumed Liabilities, (ii) any and all liabilities or obligations accruing prior to Closing under any contracts, leases, and agreements assigned to Buyer hereunder, and (iii) any actions by Seller prior to Closing. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). Seller's maximum liability hereunder for any and all claims is SEVEN MILLION DOLLARS (\$7,000,000.00).

9.2 **Seller's Right to Indemnification.** Buyer undertakes and agrees to hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties and representations contained in this Agreement, and for and against (i) all Assumed Liabilities, (ii) any and all liabilities or obligations accruing after the Closing Date under the contracts, leases, and agreements assumed by Buyer hereunder and (iii) any actions by Buyer after Closing. The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). Buyer's maximum liability hereunder for any and all claims is SEVEN MILLION DOLLARS (\$7,000,000.00).

9.3 **Procedure.** If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly (in no event more than twenty (20) days

after it learns of the existence of such claim or proceeding) and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding within twenty (20) days after receipt of the notice of claim from the party seeking indemnification (or such shorter time specified in the notice as the circumstances of the matter may dictate), the party seeking indemnification shall be free to dispose of the matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest.

9.4. **Survival of Representations and Warranties.** The several representations and warranties of the parties contained herein shall survive the Closing for a period of six (6) months.

10. **Conditions Precedent to Buyer's Obligations to Close.** The obligation of Buyer to consummate this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

10.1 **Representations, Warranties and Covenants.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true in all material respects as of such earlier date, or (ii) changes in any representation or warranty that are permitted

by this Agreement; and Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or on the Closing Date in all material respects.

10.2 **FCC Consent.** The written consent of the FCC to the assignment of the FCC License and other authorizations to be assigned to Buyer hereunder (the “FCC Consent”) shall be a Final Order and shall contain no adverse modifications of the terms of the License and such authorizations as they presently exist. The term “Final Order” shall mean action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests or applications are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for the FCC to set aside the action on its own motion has expired

10.3 **Compliance with Conditions.** All of the terms, covenants and conditions to be complied with, or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all respects.

10.4 **Delivery of Assets.** At Closing, Seller shall deliver or cause to be delivered to Buyer the Assets to be assigned hereunder.

10.5 **Closing Documents.** At Closing, Seller shall deliver to Buyer all the closing documents specified in Section 13, which documents shall be duly executed.

10.6 **No Injunction.** No law shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any governmental authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

11. **Conditions Precedent to Seller's Obligations to Close.**

The obligations of Seller under this Agreement are subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of the following conditions:

11.1 **Representations, Warranties and Covenants.** All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true in all material respects as of such earlier date, or (ii) changes in any representation or warranty that are permitted by this Agreement; and Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by Buyer prior to or on the Closing Date in all material respects.

11.2 **Payments.** All payments which are due and payable by Buyer under this Agreement on or before the Closing Date shall have been paid in accordance with the terms of this Agreement.

11.3 **Final Order.** The FCC Consent shall have been issued and shall be a Final Order.

11.4 **Closing Documents.** At Closing, Buyer shall deliver to Seller all the closing documents specified in Section 13, which documents shall be duly executed.

11.5 **No Injunction.** No law shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any governmental authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

12. **FCC Approval and Application**

12.1 **Application for FCC Consent.** Within seven (7) business days of the date of this Agreement, the parties to this Agreement agree to file or cause to be filed an application requesting the FCC Consent (the "Assignment Application"). Subject to Section 15.1(d), the failure of either party to timely file or diligently prosecute the Assignment Application shall be deemed a material breach of this Agreement. Buyer and Seller agree to equally split the cost of the filing fee for the Assignment Application.

12.2 **Control of Station Pending Closing.** This Agreement shall not be consummated until after the FCC Consent has been granted, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Such operation shall be the sole responsibility of Seller, unless a Time Brokerage Agreement is executed between Seller and Buyer.

13. **Closing Documents.** On the Closing Date at the Closing Place:

13.1 **Seller shall deliver to Buyer:**

(a) An Assignment transferring all of the interests of Seller in and to the Station Licenses and all other licenses, permits, and authorizations issued by the FCC and any other regulatory bodies which are used in the operation of the Station;

(b) An Assignment transferring all of the interests of Seller in and to the Tower Lease and an Estoppel Certificate executed and delivered by the lessor thereunder certifying that the amended lease is in full force and effect and consenting to Seller's assignment of all of its rights and interests under said amended lease to Buyer;

(c) A bill of sale conveying to Buyer the Personal Property in a form usual and customary in the State of Ohio;

(d) A certificate, dated as of the Closing date, confirming the truth and correctness of all of Seller's representations and warranties as of the Closing date, and confirming that all agreements, covenants and undertakings of Seller to be performed or fulfilled have been performed or fulfilled;

(e) A certificate, dated as of the Closing date, certifying that all necessary limited liability company or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein;

(f) An instruction to the Escrow Agent, dated as of the Closing date, directing the Escrow Agent to release the Escrow Deposit, together with all accrued interest, to the Buyer; and

(g) Such other documents reasonably requested by Buyer to give effect to the transactions contemplated by this Agreement.

13.2 Buyer shall deliver to Seller:

(a) The Purchase Price, in the form provided for in Section 3 hereof;

(b) An assumption agreement in connection with Buyer's assumption of the Tower Lease;

(c) A certificate, dated as of the Closing date, executed by the President of Buyer confirming the truth and correctness of all of Buyer's representations and warranties as of the Closing Date, and confirming that all agreements, covenants and undertakings of Buyer to be performed or fulfilled have been performed or fulfilled;

(d) A certificate, dated as of the Closing date, of the Secretary of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein;

(e) A instruction to the Escrow Agent, dated as of the Closing date, directing the Escrow Agent to release the Escrow Deposit, together with all accrued interest, to the Buyer; and

(f) Such other documents reasonably requested by Seller to give effect to the transactions contemplated by this Agreement.

14. **Prorations.**

14.1 **Apportionment of Income and Expense.** Seller shall be entitled to all income received, and shall be responsible for all expenses arising out of, the operations of the Station through 11:59:59 PM on the day preceding the Closing Date. Buyer shall be entitled to all income received, and shall be responsible for all expense arising out of, the operations of the Station after the close of business on the Closing Date. All overlapping items of income or expense, including the following, shall be prorated between the Seller and Buyer as of the close of business on the Closing Date (the "Prorations").

14.2 **Determination and Payment.** Prorations shall be made and paid, insofar as feasible, on the Closing Date and shall be paid by separate check and not by way of adjustment to the purchase price. As to Prorations that cannot be made on the Closing Date, within sixty (60) days after the Closing Date, Buyer shall determine all such Prorations and shall deliver a statement of its determinations to Seller, which statement shall set forth in reasonable detail the basis for such determinations, and within thirty (30) days thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due. If Seller does not concur with Buyer's

determinations, the parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties. If the parties are unable to resolve the matter, it shall be referred to a firm of independent certified public accountants, mutually acceptable to Seller and Buyer, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

15. **Termination, Default and Remedies.**

15.1 **Termination by the Parties.** This Agreement may be terminated prior to Closing by either Buyer or Seller, if the terminating party is not then in material default, upon written notice to the other party following the occurrence of any of the following:

(a) **Breach.** If the other party is in material breach or default of this Agreement, unless such breach or default (i) has been waived by the party giving such termination notice or (ii) is capable of being cured and the party in breach or default is diligently seeking to cure such breach or default and the breach or default is cured by no later than ten (10) business days prior to the Outside Date, as defined in Section 15.1(c).

(b) **Judgments.** If there shall be in effect any final and non-appealable Judgment that would prevent or make unlawful the Closing.

(c) **Outside Date.** If the Closing has not occurred prior to the date twelve (12) months from execution of Agreement (the "Outside Date").

(d) **FCC Evidentiary Hearing.** If the Assignment Application should be set for evidentiary hearing (other than a hearing at which only oral argument is to be presented) by the FCC for any reason; provided, however, that the terminating party may not so terminate this Agreement if the FCC Consent has been given in sufficient time prior to the delivery

of written notice of termination to permit Closing on or before the expiration time specified in Section 15.1(c).

15.2 **Effect of Termination.** Upon termination, this Agreement will forthwith become null and void and there will be no liability or obligation on the part of any Party hereto (or any of their respective officers, directors, employees, representatives or Affiliates); provided that (i) if this Agreement is terminated by Buyer pursuant to Section 15.1(a), Seller will remain liable to Buyer for any breach of this Agreement by Seller existing at the time of termination, (ii) if this Agreement is terminated by Seller pursuant to Section 15.1(a), Buyer's sole liability to Seller for any breach of this Agreement shall be satisfied by the release of the Escrow Deposit to Seller pursuant to Section 15.3. If this Agreement is terminated for any reason other than by Seller pursuant to Section 15.1(a), the Escrow Amount, less any compensation due the Escrow Agent, shall be paid to Buyer.

15.3 **Payment of Escrow Deposit to Seller as Liquidated Damages.** If this Agreement is terminated by Seller pursuant to Section 15.1(a), then and in that event Seller shall have the right to receive and retain the Escrow Deposit, and Buyer shall have the right to receive any interest or other income earned in respect of the Escrow Deposit. The Parties acknowledge and agree that (i) the actual damages Seller would suffer as a result of Buyer's failure to consummate the purchase and sale of the Assets would be extremely difficult or impossible to calculate, (ii) that the full amount of the Escrow Deposit is a fair and equitable amount to reimburse Seller for any damages which the Parties estimate may be sustained by Seller due to Buyer's failure to consummate the purchase and sale of the Assets under the circumstances stated herein, and (iii) that this Section 15.3 shall constitute a liquidated damages provision, which damages will be Seller's sole remedy hereunder in the event of Buyer's failure to consummate the purchase and

sale of the Assets under the circumstances stated in Section 15.1(a), and does not constitute a penalty.

16. **Brokerage.** Seller acknowledges that it is solely responsible for the payment of any brokerage fees and/or commissions due or payable to Kalil & Co., Inc. in connection with this transaction, and agrees to indemnify and hold Buyer harmless against any claim from Kalil & Co., Inc., or any other broker, based upon any agreement, arrangement, or understanding alleged to have been made by Seller.

17. **Notices.** All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail, return receipt requested, or by Federal Express courier service, postage prepaid, addressed as follows:

(a) If to Buyer:

Garth W. Coonce, President
Radiant Life Ministries, Inc.
11717 Route 37 - P.O. Box 1010
Marion, Illinois 62959
Telephone: 618-997-4700
Telecopy: 618-997-8936

with copy to:

Colby M. May, Esq., P.C.
205 Third Street, S.E.
Washington, DC 20003
Telephone: 202-544-5171
Telecopy: 202-544-5172

(b) If to Seller:

MTB Cleveland Operating LLC
MTB Cleveland Licensee LLC
c/o Lee W. Shubert LC, Trustee
Sciarrino & Shubert, PLLC
5425 Tree Line Dr.

Centreville, VA 20120
Telephone: 202-350-9658
Telecopy: 703-991-7120

With a copy to:

Multicultural Television Broadcasting LLC
49 Broadway
New York, NY 10013-2549
Attn: Arthur Liu, President/CEO
Telephone: 212-431-4300
Telecopy: _____

and

Lerman Senter PLLC
2000 K Street, NW, Suite 600
Washington, DC 20006-1809
Attn: Howard Topel, Esq.
Telephone: 202-416-1098
Telecopy: 202-293-7783

18. **Entire Agreement.** This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

19. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

20. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

21. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

22. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

23. **Choice of Laws.** This Agreement is to be construed and governed by the laws of the State of Ohio, except for the choice of law rules utilized in that state.

24. **Benefit; Assignment.** This Agreement shall inure to the benefit and be binding upon the parties hereto. Buyer may assign its rights and obligations hereunder with Seller's written consent, which shall not be unreasonably withheld.

25. **Fees and Expenses.** Except as specifically otherwise provided herein, Buyer and Seller shall each pay its own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

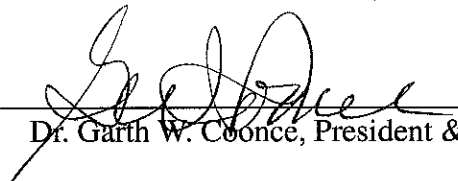
26. **Public Announcements.** Except as required by law or FCC regulations, no party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with Buyer and Seller concerning the requirement for, and timing and content of, such public announcement.

[Signatures on Following Page]

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

BUYER:

RADIANT LIFE MINISTRIES, INC.

BY: _____
Dr. Garth W. Coonce, President & CEO

SELLER:

MTB CLEVELAND LICENSEE, LLC

BY: Multicultural Capital Trust, Sole Member

BY: _____
Lee W. Shubert LC Trustee

MTB CLEVELAND OPERATING, LLC

BY: Multicultural Capital Trust, Sole Member

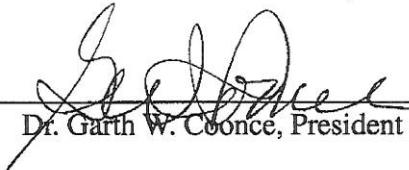
BY: _____
Lee W. Shubert LC Trustee

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

BUYER:

RADIANT LIFE MINISTRIES, INC.

BY: _____


Dr. Garth W. Coonce, President & CEO

SELLER:

MTB CLEVELAND LICENSEE, LLC

BY: Multicultural Capital Trust, Sole Member

BY: _____


Lee W. Shubert LC Trustee

MTB CLEVELAND OPERATING, LLC

BY: Multicultural Capital Trust, Sole Member

BY: _____


Lee W. Shubert LC Trustee

Attachment I – Form of Escrow Agreement

[to be provided and agreed upon by parties]

Schedule 1.1 – FCC Licenses

<u>Call Sign</u>	<u>Type</u>	<u>Expiration</u>
WOAC (Channel 67)	Main	10/1/2013
WOAC-DT (Channel 47)	DTV	10/1/2013
Special Temporary Authority – File No. BSTA-20080515ACZ		