

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of July 29, 2016 (the "Effective Date") between Calvary Chapel of Costa Mesa, Inc., a California corporation ("Seller"), and Lotus Los Angeles Corp., a California corporation ("Buyer").

Recitals

A. Seller currently holds construction permits for FM translator K241CF Oceanside California, Facility Identification Number 141734 (the "Translator"), under certain authorizations issued by the Federal Communications Commission (the "FCC").

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets (defined below).

C. The Parties jointly understand that the proposed sale of the Translator must be approved by the FCC prior to closing.

Agreement

Taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows.

ARTICLE 1: PURCHASE OF ASSETS

1.1. Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the assets listed in Schedule 1.1(a) hereto, in "as is, where is" condition (collectively, the "Assets"), and all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Translator, including those listed on Schedule 1.1(b) (the "FCC Licenses"), including any renewals or modifications thereof between the date hereof and Closing. The Assets and FCC Licenses shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens"). Buyer will not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement, or any agreement, instrument or document delivered in connection with this Agreement, or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liabilities, or obligations, or commitments or Seller of any nature whatsoever, whether accrued, absolute, contingent, or otherwise, all of which will be retained by Seller.

1.2. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) (the "Purchase Price"). Upon the execution of this Agreement, the Buyer shall pay fifty percent of the Purchase Price (\$18,750) (the "Escrow Deposit") to Hardy, Carey, Chautin & Balkin, LLP, as escrow agent (the "Escrow Agent") under the Escrow Agreement of even date herewith entered into by the parties (the "Escrow Agreement"). Buyer will pay the balance of the Purchase Price (\$18,750) to Seller at the Closing by wire transfer to an account Seller designates at least three

days before Closing. The Escrow Deposit shall be payment of the other half of the Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with Sections 6.2 and 6.3 hereof.

1.3. Closing. The consummation of the sale and purchase of the Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth (5th) business day after FCC Consent (as defined herein) is granted for the FCC Assignment Application (as hereinafter defined) and becomes Final, as defined below, or on such later day after such consent as Buyer and Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Articles 3 or 4 below. The date on which the Closing is to occur is referred to herein as the "Closing Date." As used herein, "Final" means, with respect to any FCC action, that the FCC has taken such action (or the FCC staff under delegated authority has taken such action), and that such action has not been reversed, stayed, enjoined, set aside, annulled or suspended, or, with respect to which, no timely request for stay, petition for rehearing, appeal, *certiorari* or *sua sponte* action of the FCC with comparable effect, is pending, and as to which the time for filing such a request, petition, appeal, or *certiorari*, or for the FCC's taking any such *sua sponte* action, has expired, or otherwise been terminated.

1.4. FCC Matters.

(a) On or before July 29, 2016, Seller shall file an application with the FCC (the "FCC Assignment Application"), requesting FCC consent to the assignment of the FCC Licenses to Buyer (the date of such filing shall be referred to as the "FCC Assignment Application Date"). FCC consent to the FCC Assignment Application is referred to herein as the "FCC Consent." Buyer and Seller shall cooperate in the preparation of and diligently prosecute the FCC Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(c) In the event that the Closing has not occurred as of the first day of the FCC's AM Revitalization FM Translator Modification Filing Window for Class A & B AM Stations (the "Second AM Window"), at Buyer's discretion, Seller hereby provides Buyer, pursuant to Section 73.3517 of the FCC's rules, with Seller's written consent for Buyer to file an AM Filing Window modification application, contingent upon the grant and consummation of the FCC Assignment Application (the "Modification Application"). In connection with Buyer's decision to file such Modification Application, Seller will associate the FCC Licenses with Buyer to enable the Modification Application to be filed in Buyer's name. Buyer shall pay all expenses applicable to the filing of the Modification Application. No Modification Application filed pursuant to this Agreement shall modify the Purchase Price, and the Closing shall not be conditioned upon, and shall occur under the terms hereof regardless of, the filing, status, grant or outcome of the Modification Application.

1.5. Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Assets at all times until the Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

ARTICLE 2: REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Authorization. Each of Buyer and Seller represents, warrants, and covenants that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound.

2.2 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall not modify, and shall maintain in full force and effect, the FCC Licenses.

2.3 Seller's Representations and Warranties. Seller represents and warrants to Buyer that (a) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation; (b) Seller is legally qualified to execute this Agreement and there are no legal impediments to the execution or consummation of the transaction contemplated herein; (c) Seller holds good and valid title to the Assets; (d) Seller has materially complied with all laws, regulations, rules writs, injunctions, ordinances, franchises, decrees, and orders of any court or of any foreign, federal, state, municipal or other governmental authority that are applicable to the FCC Licenses; (e) there is no action, suit or proceeding pending, or, to Seller's knowledge, threatened against Seller in respect to the Assets or the FCC Licenses; and (f) Seller holds the FCC Licenses, which are in full force and effect, have not been revoked, suspended, cancelled, rescinded, or terminated, have not expired, and, other than the Translator's status as a secondary station under the FCC's rules, are not subject to any restriction or condition, which would limit in any respect the operation of the Translator.

2.4 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that (a) Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation; (b) Buyer is legally qualified to execute this Agreement and there are no legal impediments to the execution or consummation of the transaction contemplated herein; (c) Buyer knows of no reason that the contemplated transaction cannot be consummated as proposed herein; (d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Translators under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC (collectively with the Communications Act, the "Communication Laws").

ARTICLE 3: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller).

3.1. Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct on and as of the Closing Date as if made on that date, and Buyer shall have delivered to Seller a duly executed certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Seller, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all respects.

3.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

3.3. FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect.

3.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 5.2.

ARTICLE 4: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer).

4.1. Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct on and as of the Closing Date as if made on that date, and Seller shall have delivered to Buyer a duly executed certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all respects.

4.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

4.3. FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect and, at Buyer's option, shall have become Final.

4.4. Deliveries. Seller shall have complied with its obligations set forth in Section 5.1.

4.5. Documents. Seller shall have delivered to Buyer such appropriate instruments of sale and assignment as Buyer or its counsel may reasonably request, duly executed by Seller.

ARTICLE 5: CLOSING DELIVERIES

5.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer (i) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer; (ii) as necessary, a Bill of Sale for the Assets in a form acceptable to Buyer and any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey,

transfer and assign the Assets from Seller to Buyer, free and clear of Liens; and (iii) the FCC Consent.

5.2. Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller the Purchase Price in accordance with Section 1.3 hereof, and such other instruments or documents as necessary to document the transaction for Seller's purposes.

ARTICLE 6: TERMINATION

6.1 Termination. This Agreement may be terminated prior to Closing (a) by mutual written consent of Buyer and Seller; (b) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date six (6) months after the Effective Date; (c) by either Buyer or Seller upon written notice if there is a material breach or default under this Agreement by the other party following a fifteen (15) day period for cure by the breaching party following written notice of the breach, provided that the party seeking to terminate is not also then in material default or breach of this Agreement; or (d) by either Buyer or Seller upon written notice if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing. Except as set forth in Section 6.2 below, the termination of this Agreement shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

6.3 Effect of Termination. If this Agreement is terminated by Seller pursuant to Section 6.1(c), then Seller shall receive the Escrow Deposit. Notwithstanding any other provision of this Agreement to the contrary, in the event that this Agreement is terminated by Seller pursuant to Section 6.1(c), the payment of the Escrow Deposit shall serve as liquidated damages and be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a consequence of Buyer's breach of default under this Agreement. The parties understand and agree that the amount of liquidated damages represents Seller's and Buyer's reasonable estimate of actual damages and does not constitute a penalty. If this Agreement is terminated for any reason other than by Seller pursuant to Section 6.1(c), then the Escrow Deposit shall be returned to Buyer.

ARTICLE 7: MISCELLANEOUS

7.1. Expenses. Each party 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. Buyer shall pay any filing fees applicable to the FCC Assignment Application. Buyer shall pay all fees and charges applicable to the Modification Application, if filed, and shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Assets under this Agreement.

7.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

7.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit

of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

7.4. Notices. Any notice pursuant to this Agreement shall be in writing and delivered by reputable overnight courier, such as the United States Post Office Express Mail or FedEx, addressed as follows (or to such other address as any party may request by written notice):

If to Buyer: Lotus Los Angeles Corp.
3301 Barham Boulevard, Suite 200
Los Angeles, CA 90068
Attention: President

With a copy to (which shall
not constitute notice): Eileen Breslin, Esq.
Ackerman Levine et al.
1010 Northern Blvd.
Great Neck, NY 11021

If to Seller: Calvary Chapel of Costa Mesa, Inc.
c/o Lance Emma
3000 W. MacArthur Blvd., Suite 500
Santa Anna, California 92704

With a copy to (which shall
not constitute notice): Mark A. Balkin, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 W. Causeway Approach
Mandeville, LA 70471

Notices will be deemed given up actual delivery, or, if delivery is refused, upon first attempted delivery.

7.5. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

7.6. Entire Agreement. All covenants, agreements, representations, warranties and indemnities will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect.

7.7. No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

7.8. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof, or by the federal laws of the United States of America. SELLER AND BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

7.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

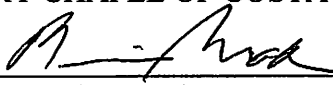
7.10. Survival of Representations and Warranties. The representations and warranties given herein shall survive the closing for a period of six months.

7.11 Waiver. Buyer and Seller, by written notice to the other, may, but shall not be obligated to (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the written consent of the other make or grant any extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants in this Agreement.

7.12 Brokers. Buyer and Seller each represent and warrant to the other that neither has retained a broker in connection with this Agreement and each represents and warrants that neither has agreed to pay a commission, brokerage fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity other than as disclosed herein, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.

SELLER:

CALVARY CHAPEL OF COSTA MESA, INC.

By: 
Name: Brian Brodersen
Title: President

BUYER:

LOTUS LOS ANGELES CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: CALVARY CHAPEL OF COSTA MESA, INC.

By: _____
Name: Brian Brodersen
Title: President

BUYER: LOTUS LOS ANGELES CORP.

By: _____
Name: Jay A. Levine
Title: Senior Vice President

Schedule 1.1(a)

None

Schedule 1.1(b)

FCC CONSTRUCTION PERMIT

<u>Call Sign/ FCC Facility Id. No.</u>	<u>Community of License</u>	<u>FCC File Number</u>	<u>Grant Date</u>	<u>Expiration Date</u>
K241CF 141734	Oceanside, CA	BNPFT-20130823AAQ (originally BNPFT-20030314AVT)	4/11/2014 (re-issued 9/30/2015)	4/11/2017