

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, is made this 23<sup>rd</sup> day of May, 2012, by and between Cornerstone Community Radio, Inc., a Florida non-profit corporation ("Buyer"), and Illinois Bible Institute, Inc., an Illinois non-profit corporation ("Seller").

### WITNESSETH:

WHEREAS, Seller holds radio broadcast licenses issued by the Federal Communications Commission ("FCC") for, and is the owner of certain other assets used and useful in the operation of WTSG(FM), Carlinville, Illinois (Facility ID No. 28303) and W218BA, Jacksonville, Illinois (Facility ID No. 87717) (the "Stations" W218BA also referred to as the "Jacksonville Translator")); and

WHEREAS, Seller desires to sell or assign all right, title and interest in the Stations and related assets, including but not limited to the assignment of the licenses of the Stations, to Buyer; and

WHEREAS, Buyer desires to acquire the Stations and certain related assets, including but not limited to the assignment of the licenses of the Stations under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior consent of the FCC;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

### SECTION 1 ASSETS TO BE SOLD

1.1 On the Closing Date (defined below), Seller shall sell, assign, transfer, convey, set over, and deliver to Buyer, and Buyer shall purchase and/or accept assignment of the following (hereinafter collectively the "Assets"):

1.1.1 **Authorizations.** All licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with the operation of the Stations (hereinafter "Commission Authorizations") as listed in Schedule 1.1.1.

1.1.2 **Tangible Personal Property.** All of Seller's rights in and to the fixed and tangible personal property used in the transmission of the Stations' signals and located at the Stations' transmitter sites and main studio (the "Sites"), including, but not limited to the physical assets and equipment, leasehold improvements, fixtures, receivers, transmitters, switches and related equipment listed in Schedule 1.1.2, together with replacements, additions and alterations, and substitutions made between the date hereof and the Closing Date (hereinafter collectively the

“Tangible Personal Property”).

**1.1.3 Contracts and Leases.** All Seller’s rights to and in the contracts and leases listed on Schedule 1.1.3, together with all amendments, extensions or renewals entered into by the Seller between the date hereof and the Closing Date in accordance with the terms and provisions of this Agreement.

**1.1.4 Intangibles.** All right, title and interest of Seller in and to the Stations’ call signs together with other intangible property of Seller used or useful in the operation of or otherwise pertaining to the Stations as set forth on Schedule 1.1.4 attached hereto and made a part hereof (hereinafter collectively the “Intangibles”).

**1.1.5 Leases.** No real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), conveys except for a tower lease for WTSG as more fully described in Schedule 1.1.3.

**1.2 Excluded Assets.** The Assets shall not include the following assets along with all rights, title and interest therein (hereinafter collectively “Excluded Assets”):

**1.2.1** All cash, cash equivalents or similar type investments of Seller, such as certificates of deposit, Treasury bills and other marketable securities on hand and/or in banks.

**1.2.2** All tangible personal property disposed of or consumed in the ordinary course of business between the date of this Agreement and the Closing Date, or as permitted under the terms hereof.

**1.2.3** Any and all agreements of Seller with third parties other than the contracts and leases listed on Schedule 1.1.3.

**1.2.4** Seller’s minute books, charter documents, stock record books and such other books and records as pertaining to the organization, of Seller, as well as any other records or materials relating to Seller generally and not involving specific aspects of the Stations’ operations.

**1.2.5** Contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date.

**1.2.6** Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Stations have been made whole for any loss or damage they or their assets may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim.

**1.2.7** All pension, profit sharing or cash or deferred (Section 401(k)) plans and

trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and any employment contracts pertaining to Seller's employees.

1.2.8 Any use of the Station main studio. Buyer shall have no right to utilize the WTSG studios and shall locate new studio space and shall be responsible for the cost of installing any and all studio equipment.

## SECTION 2 CONSIDERATION


2.1 **Purchase Price.** In consideration of Seller's performance of this Agreement, the sale, assignment, transfer, conveyance, setting over, and delivery of the Assets as defined hereinabove to Buyer, the total purchase price (the "Purchase Price") to be paid by Buyer shall be the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)**.


2.2 **Payment of Purchase Price.** The Purchase Price shall be paid by Buyer to Seller as follows:

2.2.1 **Escrow Deposit.** On or before an assignment application with this Agreement is filed with the FCC, Buyer will deposit with Gammon & Grange, P.C. ("Escrow Agent") the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** (the "Deposit"). The Deposit shall be held by the Escrow Agent in an interest bearing account in accordance with the terms of an escrow agreement dated the date of this Agreement. At the Closing, upon receipt of joint written instructions from Seller and Buyer, Escrow Agent shall deliver the Deposit to Seller as a dollar-for-dollar credit against the cash portion of the Purchase Price. Any interest accrued on the Deposit shall be paid to Buyer, and shall not be credited against the Purchase Price. If the Closing does not take place in accordance with the terms of this Agreement, then the Deposit will be delivered to Seller or Buyer in accordance with the terms and conditions set forth in Section 16.

2.2.2 **Closing Payment.** On the Closing Date, Buyer will pay to Seller in the form of a cashier's check or by wire transfer of immediately available funds to a bank designated by Seller the sum of **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)** as adjusted and reduced to reflect Adjustments made at Closing pursuant to Section 3.

~~2.2.3 **Promissory Note.** If the entirety of closing payment funds are not at hand on the Closing Date, Buyer has option to pay TWENTY PERCENT (20%) or TEN THOUSAND DOLLARS (\$10,000.00) of the Purchase Price at Closing. Under such circumstance, Buyer shall execute and deliver to Seller a promissory note (the "Note") in the aggregate amount of FORTY THOUSAND DOLLARS (\$40,000.00). The principal and interest on the Note shall be amortized over a term of one (1)~~



  
~~year from Closing Date. The loan evidenced by the Note shall bear interest at the rate of five and one half percent (5.5 %) per annum. Buyer shall pay monthly, in arrears, installments of principal and interest in the amount of THREE THOUSAND FOUR HUNDRED AND THIRTY THREE DOLLARS and FORTY SEVEN CENTS (\$3,433.47) each, commencing on the 30<sup>th</sup> day after the Closing Date and continuing on the same calendar day of each succeeding month. Buyer may prepay all or any portion of the principal of the Note without penalty.~~

2.2 Allocation. Prior to the Closing Date, the parties agree to allocate the Consideration in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986. In the event that the parties are unable to reach such an agreement prior to the Closing Date, they will select a qualified, independent and nationally recognized appraiser of broadcast properties and that firm's decision shall be binding upon the parties and the fees and expenses shall be borne equally by Buyer and Seller. The parties also agree to use such Consideration allocation in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

### SECTION 3 ADJUSTMENTS

3.1 **Adjustment Time.** The "Adjustment Time" as used herein shall be 12:01 A.M. current local time on the Closing Date.

3.2 **Adjustment Items.** The following items (the "Adjustment Items") shall be prorated as of the Adjustment Time, assuming a 365-day year or a 30-day or 31-day month, as appropriate, and monies shall be paid at Closing.

3.2.1 Rentals or other charges, payable or paid in respect to the any contracts or leases listed on Schedule 1.1.3.

3.2.2 Real and personal property taxes and assessments (including sewerage assessments and fees), levied or assessed against or otherwise paid or payable with respect to any of the Assets.

3.2.3 Charges for utilities (including but not limited to electricity or fuel used at the Sites.

3.2.4 Security deposits, if any.

3.2.5 If the amount of any real or personal property tax to be prorated is not known on the Closing Date, such tax shall be apportioned on the basis of the most recent tax assessment.

3.2.6 All FCC filing fees and regulatory fees, if any.

3.3 **Adjustments After Closing Date.** If the amount of any items to be adjusted cannot be readily ascertained or agreed upon on the Closing Date, proration of such items shall be determined within thirty (30) days after the Closing Date and payment therefor shall be made to the party entitled thereto within five (5) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in this Section and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties. The accountant's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. The fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer.

## **SECTION 4**

### **APPLICATION TO AND CONSENT BY COMMISSION**

4.1 **Commission Consent.** Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission shall have given its consent in writing, without any condition materially adverse to Buyer or Seller, to the assignment of the Commission Authorizations and all other authorizations to Buyer. Such consent shall have become final (i.e. no longer subject to administrative or judicial review); provided, however, Buyer may waive finality as a precondition of Closing.

#### **4.2 Application for Commission Consent.**

4.2.1 Seller and Buyer agree to proceed expeditiously and with due diligence and to use their best efforts and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder. Within ten (10) days after the date of the execution of this Agreement, the parties shall jointly prepare and file with the Commission an application seeking Commission approval of the assignment including all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such application (the "Assignment Application"). Each party further agrees expeditiously to prepare Assignment Application amendments whenever such amendments are required by the Commission or its rules.

4.2.2 Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application.

4.2.3 Each party agrees to comply with any condition imposed on it by the Commission, except that no party shall be required to comply with a condition that would have a material adverse effect upon it unless the condition was imposed as the result of a circumstance which constitutes a breach by that party of any of its representations, warranties, or covenants in

this Agreement. Buyer and Seller shall oppose any efforts for reconsideration or judicial review of the grant by the Commission of the Assignment Application (but nothing in this Section shall limit any party's right to terminate this Agreement pursuant to Section 16 of this Agreement).

4.3 **Notice of Application.** Seller shall, at its expense, give due notice of the filing of the Assignment Application by broadcasting on the Stations, and by such other means as may be required by the rules and regulations of the Commission.

4.4 **Delay in Approval of Application.** Either party at its option may terminate this Agreement by five (5) business days prior written notice to the other party at any time after one (1) year after the date of this Agreement if Closing has not occurred within that time, provided that the party requesting termination is not the cause of the Commission failing to timely grant the Assignment Application. In the event of such termination, each party shall bear its own expenses.

## **SECTION 5 ASSUMPTIONS**

5.1 **Buyer's Assumed Obligations.** Buyer will not assume or perform or be expected to assume or perform any agreement, contract or lease of Seller, other than those listed on Schedule 1.1.3, whether in writing or otherwise, and Seller indemnifies and holds Buyer harmless with respect to any claim arising under such a non-assumed agreement, contract or lease.

5.2 **Seller's Liability.** Seller shall remain liable for and covenants to pay, satisfy, or discharge, all liabilities, payments, obligations, and duties under (a) the contracts and leases listed on Schedule 1.1.3 accruing prior to or by reason of events occurring prior to the Closing Date, and (b) all agreements not being transferred to Buyer no matter when the obligations occur.

5.3 **Exceptions.** Except as expressly provided in this Agreement, Buyer is not assuming, and will not be liable for or pay, and Seller shall remain solely responsible for and shall pay or discharge, any and all claims for any payables, liabilities or other obligations of Seller, existing or hereafter arising, fixed or contingent, including any liabilities to any governmental authority for taxes, interest or penalties of any kind, to any suppliers for inventory or equipment purchased by Seller or any product liability or similar claims. If any such liabilities are outstanding as of Closing, all of such amounts shall be paid by Seller in full simultaneously with Closing.

## **SECTION 6 REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 **Organization and Standing.**

6.1.1 Seller is a non-profit corporation validly existing and in good standing under the laws of the State of Illinois. Seller has the full power to own the assets and to carry on

the business of the Stations as it now is being conducted.

6.1.2 Seller has the full power and authority to enter into this Agreement and all of Seller's Closing Documents that require Seller's signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Seller's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of Seller.

6.2 **Binding Effect of Agreement.** This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with the terms of this Agreement. Upon execution, the Seller's Closing Documents will constitute valid and binding obligations of Seller and be enforceable in accordance with their terms. The execution, delivery, and performance of this Agreement or any of the Closing Documents does not violate any provision of the Articles of Incorporation or By-laws of Seller, or any contract provision or other commitment to which Seller, any of its officers or directors, or the Stations are a party or under which it or its property is bound, or any judgment or order, and will not result in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the Assets.

### 6.3 **Tangible Personal Property.**

6.3.1 **Schedule of Tangible Personal Property; Good Title.** Schedule 1.1.2 attached hereto accurately lists all the material Tangible Personal Property owned, leased, or otherwise held by the Stations and/or Seller, which is intended to be conveyed hereunder, except as disclosed in Schedule 1.1.2. Seller is the owner of, and at Closing will have good, clear, marketable, and indefeasible title to, all of the Tangible Personal Property listed in Schedule 1.1.2, free and clear of all liens, charges, encumbrances, restrictions, debts, demands, or claims of any kind or nature whatsoever.

6.3.2 **Condition of Tangible Personal Property.** The Tangible Personal Property listed in Schedule 1.1.2 is now or will at Closing be in satisfactory condition and repair consistent with its current use and available for use in the conduct of business and operations of the Stations.

6.4 **Contracts and Leases.** Schedule 1.1.3 accurately describes the all contracts and leases that Buyer is assuming. These contracts and leases are in full force and effect and are valid, binding, and enforceable in accordance with their terms, and Seller has duly performed all of its material obligations under such contracts and leases. To the best of Seller's knowledge, there is no default by or claim of default against Seller or any other party to such contracts or leases, or any event or circumstance that with the passage of time or the giving of notice or both would result in a default by Seller or any other party, or any notice of termination existing with respect to any of such contracts or leases. The contracts and leases are assignable to Buyer on the same terms and conditions as Seller now enjoys.

### 6.5 **Authorizations.**

6.5.1 Seller is the holder of all licenses, permits, and authorizations necessary to operate the business of the Stations as it now is being conducted, including, without limitation, all Commission Authorizations listed in Schedule 1.1.1. All such Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act of 1934, as amended. There is no action pending nor to Seller's knowledge, threatened, before the Commission or other body to revoke, refuse to renew, suspend or modify any of the Commission Authorizations, or any action which may result in the denial of any pending applications, the issuance of any cease and desist orders, or the imposition of any administrative sanctions whatsoever with respect to the Stations or its operation, except as required to transfer same to Buyer.

6.5.2 All material reports, applications and other documents required to be filed by Seller with the Commission or any other administrative body with respect to the Stations or their operations have been filed and all such reports, applications and documents are true and correct in all material respects. There are no matters that might result in the suspension or revocation of any Commission Authorizations or any other authorization pertaining to the Stations.

6.6 **Compliance With Law.** To the best of Seller's knowledge, the Stations are in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including compliance with the Communications Act and all rules and regulations issued thereunder.

6.7 **Employees.** Buyer shall have no obligation to employ any of Seller's employees. Seller indemnifies and holds Buyer harmless with respect to any claims brought against Buyer by Seller's employees for loss of wages, unlawful discharge, back pay, vacation pay, benefits of any type, unemployment compensation or any other matter related to such employee or employees' employment by the Stations, or their discharge from employment.

6.8 **No Untrue Statements or Omission.** No representation or warranty made by Seller in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by Seller, or on its behalf, to Buyer and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Seller set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date.

## **SECTION 7**

### **WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER**

Buyer covenants, represents, and warrants as follows:

7.1 **Organization and Standing.** Buyer is a non-profit corporation validly existing



and in good standing under the laws of the State of Florida. On the Closing Date, Buyer shall have the full power to own the assets and to carry on the business of the Station as it now is being conducted.

**7.2 Authorization and Binding Obligation.** Buyer has all necessary power and authority to enter into this Agreement and to execute all of Buyer's Closing Documents that require Buyer's signature. Appropriate resolutions to that effect shall be provided at closing. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Buyer's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of Buyer. This Agreement constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms of this Agreement. Upon execution, the Buyer's closing documents will constitute valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms.

**7.3 No Contravention.** The execution, delivery and performance of this Agreement or any of Buyer's Closing Documents does not violate any provision of the Articles of Organization or Operating Agreement of Buyer, or any contract provision or other commitment to which Buyer or any of its officers or directors is bound, or any judgment or order.

**7.4 Litigation.** Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation or complaint, before the Commission, other governmental body, or court, of any nature pending or, to the best of Buyer's knowledge, threatened against or affecting it which would affect Buyer's authority or ability to carry out this Agreement.

**7.5 Access.** Seller and its authorized representatives shall have, after the Closing Date, the right to obtain, upon prior request, access to originals or copies of all logs, books, relevant records, contracts and documents relating to ownership of the Stations by Seller.

**7.6 Buyer's Qualifications.** There is no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the Commission, disqualify Buyer from being the assignee of the Stations or that would delay Commission approval of the Assignment Application. Should Buyer become aware of any such fact, it will so inform Seller and will use its best efforts to remove any such disqualification. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification.

**7.7 Insolvency Proceedings.** No insolvency proceedings of any kind, including without limitation bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary affecting Buyer are pending or threatened. Buyer has not made any assignment for the benefit of creditors or taken any action with a view to or that would constitute a valid basis for, the institution of any such insolvency proceedings.

**7.8 No Untrue Statements or Omission.** No representation or warranty made by Buyer in this Agreement or any Schedule, exhibit, statement, certificate, or other document

heretofore or hereafter furnished to Seller and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading.

**SECTION 8**  
**SELLER'S CONDUCT OF BUSINESS PRIOR**  
**TO CLOSING AND BUYER'S ACCESS TO INFORMATION**

**8.1 Affirmative Covenants of Seller.** From the date of this Agreement until the Closing Date, Seller shall have complete control and supervision of and sole responsibility for the Stations and their operation, and during such period, Seller shall:

8.1.1 Operate the Stations in good faith and, in a manner consistent with the normal and prudent operation of commercial broadcast stations and in accordance with the rules and regulations of the Commission, and the Commission Authorizations.

8.1.2 Keep and preserve the Business Records in accordance with good business practice.

8.1.3 Make reasonable efforts to endeavor to protect the service area of the Stations from interference from other stations, existing or proposed, of which Seller has actual knowledge, to the extent such interference is prohibited by the Commission's rules and regulations, and promptly give Buyer notice of any proposed interference.

8.1.4 Maintain all of the Tangible Personal Property, as specified in Schedule 1.1.2, so that when the same are delivered to Buyer, they shall satisfy all the warranties in all material respects on the part of Seller set forth herein.

8.1.5 Maintain the existing inventory levels of the Stations (including spare parts, tubes, equipment and the like) and replace inventory items expended, depleted or worn out.

8.1.6 Give prompt notice to Buyer of any occurrence that comes to Seller's attention that may constitute a misrepresentation, breach of warranty, or non-fulfillment of any covenant or condition on the part of the Seller or Buyer contained in this Agreement.

**8.2 Negative Covenants of Seller.** Between the date of execution of this Agreement and the Closing Date, Seller shall not, with respect to the Assets, the Stations, or the operation thereof, without the consent of Buyer, which consent shall not be unreasonably withheld:

8.2.1 Cancel, modify, alter, amend, encumber, or any way discharge, terminate, or impair any material agreements or leases pertaining to the Stations.

8.2.2 By any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms the Commission Authorizations with respect to the Stations or give

the Commission grounds to institute any proceeding for the revocation, suspension or modification of any such Commission Authorization, or fail to prosecute with due diligence any pending applications with respect to such Commission Authorizations.

8.2.3 Other than in the usual and ordinary course of business, sell or dispose of any of the Assets. Seller shall replace all Assets thus disposed of in the usual and ordinary course of business with assets having an aggregate value at least equal to the aggregate value of the Assets sold or otherwise disposed of.

8.2.4 Create or suffer or permit the creation of any mortgage, conditional sales agreement, security interest, lien, hypothecation, pledge, encumbrance, restriction, liability, charge, claim or imperfection of title on any of the Assets or with respect thereto.

8.2.5 Take any action that would prevent Seller from consummating the transactions contemplated in this Agreement.

8.3 **Restrictions on Buyer.** Nothing contained in this Agreement shall give Buyer any right to control the programming or operations of the Stations prior to the Closing Date and Seller shall have complete control of the programming and operation of the Stations between the date hereof and the Closing Date and shall operate the Stations in conformity with the public interest, convenience and necessity and with all other requirements of law and this Agreement.

8.4 **Buyer's Covenants.** From the date of this Agreement until the Closing Date, Buyer covenants that it will take no action, or fail to take any action, that would disqualify it from becoming the licensee of the Stations or delay the grant of the Assignment Application by the Commission. Furthermore, Buyer shall give prompt notice to Seller of any occurrence that comes to Buyer's attention that may constitute a misrepresentation, breach of warranty or nonfulfillment of any covenant or condition on the part of Buyer or Seller contained in this Agreement.

## **SECTION 9 CONDITIONS FOR CLOSING**

9.1 **Closing.** The Closing of this Agreement (the "Closing") shall take place at such other place as shall be mutually agreed upon by Buyer and Seller, within five (5) days after the grant by the Commission of the Assignment Application by final order; provided, however, Buyer may waive finality as a precondition of Closing (the "Closing Date").

9.2 **Conditions Precedent to Obligations of Buyer.** The performance of the obligations of the Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent, provided that Buyer may, at its election, waive any of such conditions on the Closing Date, notwithstanding that such condition is not fulfilled on the Closing Date:

9.2.1 Seller shall have delivered to Buyer the Seller's Closing Documents as

described in Section 10.1 below.

9.2.2 Each of the Seller's representations and warranties contained in this Agreement or in any Schedule, certificate, or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty were made at and as of such time, except with respect to such changes as are contemplated or permitted by this Agreement.

9.2.3 Seller shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

9.2.4 Seller shall be the holder of the requisite Commission Authorizations.

9.2.5 All outstanding mortgages, liens, security agreements, and other charges and encumbrances on the Assets, shall have been discharged and satisfied, or arrangements made to discharge same at Closing.

9.2.6 Seller shall have obtained the written consent, in a form reasonable acceptable to Buyer, of any third parties needed to assign the contracts and leases listed in Schedule 1.1.3 to Buyer (the "Consents").

9.2.7 No lawsuit, action, claim, investigation, inquiry or proceeding shall have been instituted or threatened by or before any court, arbitrator, or governmental authority, and no order, decree or judgment shall have been rendered by any court, arbitrator, or governmental authority which (1) questions or negates the validity or legality of any transaction contemplated hereby, (2) seeks to or does enjoin any transaction contemplated hereby, (3) seeks or awards material damages on account of the consummation of any transaction contemplated hereby, or (4) involves a petition for bankruptcy or receivership by or against Seller or is an assignment by Seller for the benefit of creditors. Buyer shall be reasonably satisfied that there are no claims pending or reasonably likely to be made by any or against any former or current licensee of the Stations which may adversely effect any of the assets to be sold and assigned hereunder.

**9.3 Conditions Precedent to Obligations of Seller.** The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent, provided that Seller may, at its election, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

9.3.1 Buyer shall have delivered to Seller the Buyer's Closing Documents (as defined in Section 10.2 below).

9.3.2 Each of Buyer's representations and warranties contained in this

Agreement or in any Schedule, certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of Closing Date, as though each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

9.3.3 Buyer shall have agreed in a form reasonably acceptable to Seller to assume all obligations under the contracts and leases assigned to Buyer arising on or after the Closing Date.

9.4 **Failure of Conditions Precedent to Obligations of Buyer.** In case of the failure of any of the conditions precedent described in Section 9.2 hereof, and, where applicable, if Seller, after having received written notice of such failure from Buyer and having had a reasonable opportunity (i.e., fifteen (15) days) has failed to cure same, Buyer shall have the right to terminate this Agreement without liability. In addition, if the failure of such condition precedent constitutes a material default by Seller, Buyer shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 16 hereof. Buyer shall not be deemed to have waived any failure by Seller to fulfill any of the conditions precedent described in Section 9.2 if Buyer does not have actual knowledge of such failure at the time of Closing.

9.5 **Failure of Conditions Precedent to Obligations of Seller.** In case of the failure of any of the conditions precedent described in Section 9.3 hereof, and if Buyer, after having received written notice of such failure from Seller and having had a reasonable opportunity (i.e., fifteen (15) days) has failed to cure the same, Seller shall have the right to terminate this Agreement. In addition, if the failure of such condition precedent results from a material default by Buyer or Seller shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 16 hereof. Seller shall not be deemed to have waived any failure by Buyer to fulfill any of the conditions precedent described in Section 9.3 if Seller does not have actual knowledge of such failure at the time of Closing.

## **SECTION 10 OBLIGATIONS AT CLOSING**

10.1 **Closing Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following ("Seller's Closing Documents"):

10.1.1 An executed Bill of Sale in form and substance reasonably satisfactory to Buyer transferring to Buyer all Tangible Personal Property to be transferred hereunder.

10.1.2 An executed Assignment and Assumption Agreement in form and substance reasonably satisfactory to Buyer assigning the contracts and leases listed on Schedule 1.1.3 to Buyer.

10.1.3 An executed Assignment and Transfer in form and substance reasonably

satisfactory to counsel for Buyer assigning and transferring to Buyer the Commission Authorizations.

10.1.4 A certified copy of the resolutions of Seller authorizing the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions provided for herein, attested to by the Secretary of Seller.

10.1.5 A certificate executed by an officer of Seller stating that (a) all of the representations and warranties of Seller set forth in this Agreement are in all material respects true, correct and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Seller on or prior to the Closing Date have been performed in all material respects.

10.1.6 The Consents referred to in Section 9.2.6.

10.1.7 A tower lease in the form as attached Schedule 1.1.3.

10.1.8 Any and all other documents reasonably requested by Buyer.

**10.2 Closing Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following ("Buyer's Closing Documents"):

10.2.1 A certificate executed by an officer of Buyer's stating that (a) all of the representations and warranties of Buyer set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Buyer on or prior to the Closing Date have been performed in all material respects.

10.2.2 Buyer's executed counterpart of the Assignment and Assumption Agreement provided for in Section 10.1.2.

10.2.3 A certified copy of the resolutions of Buyer authorizing the execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions provided for herein, attested to by an officer of Buyer.

10.2.4 A tower lease in the form of Schedule 1.1.3.

10.2.5 Any and all other documents reasonably requested by Seller.

## **SECTION 11 BROKERAGE**

Seller and Buyer hereby mutually represent that there are no finders, consultants or brokers involved in the transaction. Neither Seller nor Buyer have incurred any unpaid liability or agreed to pay any broker's, finder's or consultant's fee in connection with the transactions

contemplated by this Agreement. Seller agrees to indemnify Buyer and Buyer agrees to indemnify Seller against any claims asserted against the other party for any such fees or commissions by any person purporting to act or to have acted for or on behalf of the indemnifying party. Notwithstanding any other provision of this Agreement, this representation and warranty shall survive the Closing Date without limitation as to time.

## **SECTION 12 INDEMNIFICATIONS**

**12.1 Breach of Seller's Agreements, Representations, and Warranties.** Seller shall reimburse Buyer for, and indemnify and hold harmless Buyer from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys' fees and accounting fees of any kind or nature), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Buyer by reason of:

(a) any material breach of any warranty, representation, or agreement of Seller contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Stations or the ownership of the Assets prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed prior to the Closing Date under this Agreement, or any other lease, contract, or agreement);

(c) any transaction entered into by Seller or arising in connection with the Stations or the operation of the business thereof or any of the Assets prior to the Closing;

(d) any and all liabilities or obligations of Seller not specifically assumed by Buyer pursuant to this Agreement; or

(e) any and all actions, suits, or proceedings, incident to any of the foregoing.

**12.2 Breach of Buyer's Agreements, Representations and Warranties.** Buyer shall reimburse Seller for, and indemnify and hold harmless Seller from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys' fees and accounting fees of any kind or nature), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Seller by reason of:

(a) any material breach of any warranty, representation, or agreement of Buyer contained under this Agreement or any certificate or other instrument furnished by Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Stations or the ownership of the Assets subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations first arising or required to be performed subsequent to the Closing Date under the Agreement);

(c) any transaction entered into by Buyer or first arising in connection with the Stations or the operation of the business thereof or any of the Assets subsequent to the Closing;

(d) any and all liabilities or obligations of Seller specifically assumed by Buyer pursuant to this Agreement; or

(e) any and all actions, suits, or proceedings incident to any of the foregoing.

**12.3 Notice of Claim.** Buyer and Seller agree to give prompt written notice to each other of any claim for indemnification under Sections 12.1 or 12.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention to Defend is delivered, the indemnified party shall have the right to hold in abeyance its claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter's expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

### **SECTION 13 RISK OF LOSS**

The risk of any loss or damage to the Assets by fire, theft, breakage, explosion, earthquake, accident, flood, rain, storm, riot, act-of-God, or public enemy, or any other casualty or cause, reasonable wear and tear excepted, prior to the Closing Date, is assumed and shall be borne by the Seller at all times before the Closing Date. If any such loss or damage occurs, Seller shall give prompt written notice of the loss or damage to Buyer and shall promptly take all steps to rebuild, replace, restore or repair any such damaged property at its own cost and expense. In the event that Seller does not fully replace or restore any such lost or damaged Asset or Assets by the time the Closing otherwise would be held, Buyer may, at its option, upon written notice to Seller, either (i) terminate this Agreement, or (ii) elect to close without restoration, in which event Seller will deliver all insurance proceeds paid or payable by reason of the loss or damage to Buyer. If Buyer terminates this Agreement under this Section, each party shall bear its own



expenses. Buyer's option to terminate this Agreement under this Section 13 shall arise only if such damage to the Stations is so substantial that it prevents the Stations from operating in their normal and customary manner for a period of five (5) consecutive days. Buyer's failure to terminate this Agreement in the event damage to the Stations is substantial does not affect its right to other remedies under this Section 13.

#### **SECTION 14 FEES AND EXPENSES**

Each party shall pay its own attorneys' fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

#### **SECTION 15 BULK SALES LAW**

The parties do not believe that any bulk sales or fraudulent conveyance statute applies to the transactions contemplated by this Agreement. Buyer therefore waives compliance by Seller with the requirements of any such statutes, and Seller agrees to indemnify and hold Buyer harmless against any claim made against Buyer by any creditor of Seller as a result of a failure to comply with any such statute.

#### **SECTION 16 DEFAULT AND TERMINATION**

16.1 A party shall "default" under this Agreement if it knowingly makes any material misrepresentation to the other party in connection with this Agreement, or materially breaches or fails to perform any of its representations, warranties, or covenants contained in this Agreement. Non-material breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default is not curable or has not been cured within ten (10) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continues such efforts thereafter), then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to receive as liquidated damages the Deposit. The parties agree that such amount shall

constitute liquidated damages and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement. Buyer and Seller each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm which will be caused by Buyer's breach of this agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

16.4 Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer may elect to specifically enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

## **SECTION 17 SURVIVAL OF WARRANTIES**

17.1 All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of twelve (12) months.

17.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any covenant, representation, warranty, agreement, obligation, undertaking, or indemnification of Seller or Buyer contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors and assigns.

## **SECTION 18 NOTICES**

All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, addressed to the party to be notified, as follows:

If to Buyer:                Richard Van Zandt, President  
                                 Cornerstone Community Radio, Inc.  
                                 600 W. Mason St. \_\_\_\_\_  
                                 Springfield, IL 62702 \_\_\_\_\_

If to Seller:                Barry Copeland, Network Director

Illinois Bible Institute, Inc.  
Post Office Box 140  
Carlinville, IL 62626

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

## **SECTION 19 MISCELLANEOUS**

19.1 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the sections themselves or the intentions of the parties.

19.2 **Assignability.** Neither party may assign its rights under this Agreement to a third party without the written consent of the other which shall not be unreasonably denied.

19.3 **Entire Agreement.** This Agreement and any other agreements entered into contemporaneously herewith set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

19.4 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective successors and assigns. Neither party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other; provided, however, Buyer may assign this Agreement without Seller's consent to an entity which is a subsidiary or parent of Buyer or to another legal entity owned by Buyer or its principals, provided Buyer provides written notice to Seller.

19.5 **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the Commission of the application to be filed with it, as provided in Section 4.

19.6 **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument. Electronic copies of any signature on this Agreement shall be deemed as if the signature is an original signature, with full force and effect.

19.7 **Legal Actions.** If either Seller or Buyer initiates any legal action or lawsuit against the other involving this Agreement, the prevailing party in such action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorney's fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in such proceeding. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

19.8 **Governing Law.** The parties agree that this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the State of Illinois.

19.9 **Time is of the Essence.** Time shall be of the essence in this Agreement and the performance of each and every provision hereof; provided, however, failure to affirmatively assert a claim or give notice of default will not be deemed a waiver of such right.

19.11 **Severability.** If any term or provision of this Agreement or its application, to any extent, is declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable.

19.12 **Publicity.** Seller and Buyer agree that all public announcements relating to this agreement or the transactions contemplated hereby, including announcements to employees, will be made only as may be mutually agreed upon.

19.13 **Jacksonville Translator Tower Lease.** Seller is making no representations or warranties concerning the continued availability of a tower site for the Jacksonville Translator including but not limited to the existing site owners willingness to consent to the assignment of the lease or with respect to the continued availability of the site. Buyer agrees to use good faith efforts to negotiate acceptable terms with the Jacksonville Translator site owner/Landlord for continued use of the site. In the event Buyer is unable to negotiate mutually agreeable terms with the current landlord/landowner, Buyer agrees it will expeditiously move at its own expense the existing tower on landlords/landowner's site and locate a suitable alternate site.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers thereunto duly authorized as of the day and year first above written.

**SELLER:**

**ILLINOIS BIBLE INSTITUTE, INC.**

By: 

Larry H. Griswold, President

**BUYER:**

**CORNERSTONE COMMUNITY RADIO, INC.**

By: 

Richard Van Landt, President

## **LIST OF EXHIBITS AND SCHEDULES**

Schedule 1.1.1	Commission Authorizations
Schedule 1.1.2	Tangible Personal Property
Schedule 1.1.3	Contracts, Agreements, and Leases
Schedule 1.1.4	Intangible Assets

**SCHEDULE 1.1.1  
COMMISSION AUTHORIZATIONS**

<u>Application</u>	<u>File Number</u>	<u>Expiration Date</u>
WTSG License Renewal	BRED-20040730AVP	12/01/2012
W218BA License to Cover As renewed by License Renewal	BLFT-20000204ABT BRED-20040730AVK	12/01/2012
WPNG813 Aural Studio Transmitter Link	NA	12/01/2012

**SCHEDULE 1.1.2  
TANGIBLE PERSONAL PROPERTY**

<b>Studio Site</b>		
Arrakis 8 Channel Mixer (missing Multi #2 Switch bank)	1500SCT-8S	88A600A12A
Audio Arts Distribution Amp	8400	61266180
Beringer Headphone Amp	HA 4400	60132680055
Gentner single line digital phone hybrid	SPH-10	1449109917395
Gemini Dual CD Player	CDX-602	F2304524
Realistic Dual Cassette Deck	SCT-74	61269
Broadcast Tools 8 input 2 output audio switch	8X2	048414
DBX Mic Processor	DBX286A	010081
DBX Mic Processor	DBX286A	010088
DBX Mic Processor	DBX286A	010077
Hafler Audio amplifier 100W	TA 1100	8631-13
Alesis Right Speaker	Point Seven	AM3905789
Alesis Left Speaker	Point Seven	AM3905789
Broadcast Tools 8 input 2 output audio switch	ss8.2	?
Sage Endec	1822	09790
EAS tuner (for LP1)		
EAS tuner (for LP2)		
Dayton Industrial EAS tuner (for WX)	AF610	6101625
Audio Arts Distribution Amp for EAS feeds	8400	10550737
DBX Stereo audio compressor (Recently failed, No Power)	Quantum	3353
Omnia Audio Processor	3FMt	4300BK0529
Moseley Composite STL Transmitter 949.5Mhz	PCL-6010	70231-9620
STL Antenna	?	N/A
Nad Air monitor tuner	C-420	G08C42000080
<b>Transmitter Site</b>		
STL Antenna	Scala	N/A
STL Coax 7/8 in	?	N/A
Moseley Composite STL Receiver 949.5 Mhz	PCL-6020	70855-9220
Harris FM Exciter W/ Composite input module	Digit CD	143711-00003
Armstrong FM Transmitter	FM3500T	908
Andrew Feed line 315 Ft.	Unk	N/A
SWR 4 Bay FM antenna	FM 3/4	Unk
TFT Modulation Monitor	884	1200926
Pyramid FM tuner	PR-332T	K2101859
Broadcast Tools Silence Sensor	SSM	066169
Sine Systems remote control		
Axxium UPS	1000	205FPA8109T



**SCHEDULE 1.1.2 (CONTINUED)**  
**TANGIBLE PERSONAL PROPERTY**

Translator Site		
50m Free Standing Tower		
Scala Receive Antenna	5 Element	
2Bay Shively Circular Omni Antenna	SHI6812	
50 m, ½ inch, 50 Ohm Coax for Transmit		
12 m, ½ inch, 50 Ohm Coax for Receive		
Crown Translator	FM100E	053629

**SCHEDULE 1.1.3**  
**CONTRACTS, AGREEMENTS, AND LEASES**

Tower Lease Attached  
Ground Lease Attached

## LEASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Illinois Bible Institute, Inc. with offices at P.O. Box 140, Carlinville, Illinois 62626, herein called "Lessor", and Cornerstone Community Radio, Inc., with offices located at [enter address of Lessee here], herein called "Lessee."

### WITNESSETH

WHEREAS, Lessor is the owner of an antenna support structure (ASR Number 1042535) (the "Tower"), and a transmitter building (the "Building") (collectively, the "Antenna Site" or "Site"), located on \_\_\_\_\_ ("the Premises");

WHEREAS, Lessee desires to occupy space on the Tower, in the Building and at the Premises for operation of radio broadcast station WTSG(FM), Carlinville, Illinois (Facility ID No. 28303) (the "Station") upon and subject to the terms and conditions specified herein;

WHEREAS, Lessor has entered into a ground lease (the "Ground Lease") with the owner of the Premises and all terms and conditions agreed to herein are subject to the terms of the Ground Lease; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement hereinafter set forth, to be paid, kept, and performed, it is agreed as follows:

1. GRANT OF INTEREST IN SITE: Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense except as otherwise set forth herein, the right to operate and maintain the facilities described in Schedule A in the Building and the facilities described in Schedule B on Lessor's Tower on the Premises. For such purposes, Lessor grants to Lessee the right to ingress and egress to and from said premises twenty-four (24) hours per day, seven (7) days per week to all areas on the Site necessary to the Lessee's operation and maintenance of the equipment and facilities described in Schedule A and Schedule B. Lessor covenants that there are no liens, judgments or impediments on the Site that could impair the Lessee's use of the Site as contemplated herein.

2. UTILITIES:

A. Lessor shall bear the cost of all utilities, with one exception noted in Section 2(B) herein, for Lessee's equipment on Site during the term of this Agreement. Lessee acknowledges that, due to likely fluctuations in utility costs for the Site, Lessor reserves the right to adjust the monthly rental fee, in the event of an increase in any utility costs. Any increase shall be directly proportional to an increase in utility rates and/or an increase in electrical usage. The baseline for any increase in rates shall be based as of the date of the commencement of this Agreement.

B. Lessee will be responsible for the cost of installing and maintaining a separate telephone line at the Site for the duration of the Agreement and any extensions hereto.

3. COMPATIBILITY OF OPERATIONS:

A. All operations of Lessee hereunder shall be conducted in such a manner as not to cause interference, as defined in Section 3(B) below, with the pre-existing communications facilities serving the pre-existing activities of the Lessor. Should the communication facilities of Lessee cause such interference, Lessee shall be notified in writing of such interference and Lessee shall power down its equipment within seventy-two (72) hours after Lessee's receipt of such notice. If Lessee does not cease all interfering operation within such seventy-two (72) hour period, Lessor shall have the right to disconnect Lessee's equipment until such time as Lessee can affect repairs to the interfering equipment. If Lessee is unable to eliminate the interference, or reduce it to a level acceptable to Lessor, within a period of thirty (30) days following initial notice (provided that during such thirty (30) day period, Lessee may operate its equipment intermittently for testing purposes only), then Lessor may at its option terminate this Agreement in which event, Lessee shall promptly cease its operations hereunder and remove all facilities from said premises.

B. In the event that Lessor or any other lessee or user of the Site changes its facilities or if Lessor allows for any new or modified use of the Site and such change results in any interference to Lessee's operations as permitted hereunder, Lessor shall cause the party causing the interference to, or Lessor shall itself, promptly remove the cause of such interference. Any dispute as to the cause of the interference, or the steps reasonably required to correct it, arising under this Section 3, shall be submitted to an independent professional broadcast engineer mutually agreeable to Lessor and Lessee, and such engineer's decision shall be final and binding upon the parties. The fees and charges of such engineer shall be borne by the party who caused the interference. Interference shall be deemed to be any objectionable electrical or physical interference which interferes with existing users of the Site when such users are operating in accordance with their respective transmitter licenses and the rules and regulations of the Federal Communications Commission ("FCC") or the provisions of the recommended practices of the Electronics Industries Association then in effect.

4. EQUIPMENT OF LESSEE: Lessor shall provide Lessee the space on its tower for the equipment listed in Schedule B to this Agreement and space in its transmitter building for the equipment listed in Schedule A hereto.

5. INITIAL CONFIGURATION OF EQUIPMENT: The parties agree that the communications equipment and Lessee equipment shall be installed on the tower and installed as set forth in Schedule C to this Agreement.

6. INDEMNIFICATION:

A. Lessee shall indemnify and hold Lessor harmless from (i) all costs and of any damage done to Lessor's or other tenants' facilities or equipment located at the Site, that occurs as a result of the operation, maintenance or replacement of Lessee's equipment or other improvements (provided, however, that the initial installation of Lessee's equipment will be performed by Lessor, and therefore Lessor is responsible for such initial installation); and; (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of Lessee's occupancy of the Site or maintenance, and operation or removal of Lessee's equipment, except only to the extent that such damages, costs, claims, causes of actions or demands are caused by the negligence or willful misconduct of the Lessor.

B. Lessor shall not be responsible or liable to Lessee for any loss, damage, or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Lessee hereby assumes the risks and/or the inability to operate as a result of any structural or power failures at the Site or failure of the Lessee's equipment for any reason whatsoever and agrees to indemnify and hold Lessor harmless for all damages and costs defending any claim or suit for damages of any kind brought by any party related to Lessee's use of the Site hereunder, including, but not limited to, business interruption and attorney's fees, asserted against Lessor by reason of such failure.

C. Lessee shall also indemnify and hold Lessor harmless from any losses, liabilities, claims, demands, or causes of action for property damage or personal injuries, including any payment made under any workers' compensation law or any plan of employees' disability and death benefits, arising out of, or resulting from, any claims, damages, losses, liabilities, or causes of action resulting in any way from radio frequency radiation emissions from Lessee's equipment or any other harmful effect of Lessee's equipment. Lessee shall further indemnify and hold Lessor and its officers and employees harmless from all claims arising or alleged to arise from any breach of this Agreement by Lessee or from any negligent act, negligent omission or intentional tort of Lessee.

D. Lessor shall indemnify and hold Lessee, its parent companies, and the officers, directors, shareholders and employees of any of them harmless from all claims arising or alleged to arise from any breach of this Agreement by Lessor or from any negligent act, negligent omission or intentional tort of Lessor.

E. The provisions of this Section 6 shall survive the termination of this Agreement.

7. **DAMAGE AND DESTRUCTION:** Lessor and Lessee agree that Lessor shall in no way be liable for loss of use or other damage of any nature arising out of loss, destruction, or damage to the Site or to Lessee's equipment located thereon by fire, explosion, windstorms, water, or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause,

Lessor may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of unusable condition for Lessee's operation. If Lessor chooses not to repair, rebuild, or restore the Site, Lessor shall send to Lessee a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is cancelled, the payments required herein shall terminate as of the date of such casualty. If the Site is condemned so as to render all or any part of the Site substantially unusable for Lessee's intended use, Lessee shall be entitled to terminate this Agreement.

8. INSURANCES:

A. Lessee shall keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least one million (\$1,000,000.00) dollars in respect to bodily injury, including death, arising from any one occurrence and one million (\$1,000,000.00) dollars in respect to damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include the Lessor as an additional insured and shall provide that Lessor will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy.

B. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Lessor or Lessee, as the case may be, from any obligations under this Agreement.

9. LEASE PAYMENTS: As full consideration of all rights and privileges accorded Lessee hereunder, Lessee shall pay or cause to be paid as rental to Lessor the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) monthly (the "Rent"), payable in advance, on or before the first day of the month. The rent shall increase by three percent (3%) on the first anniversary of the commencement of this lease and shall increase by three percent (3%) annually thereafter. Such payments being mailed to the address listed in Section 14 or to such other address as Lessor may designate in writing. Lessor reserves the right to adjust the Rent in accordance with Section 2(A) herein.

10. TERM OF AGREEMENT: This Agreement shall remain in full force for five (5) years from the commencement date. After the initial term of this Agreement expires, the term shall be automatically renewed for one (1) successive, additional period of five (5) years. Lessor and Lessee shall have the option to terminate the Agreement, with or without cause, upon six (6) months notice to the other party.

11. GOVERNMENTAL PERMITS AND CONFORMANCE WITH LAWS: All operations and activities of the parties hereunder shall be conducted in accordance

with all applicable laws and with the rules, regulations, and orders of any governmental agency having jurisdiction, including, but not limited to, the FCC.

12. NOTICE: All notices to be given under the terms hereof shall be sent by recognized overnight courier, addressed to the respective parties at the following addresses:

**LESSOR:**

Illinois Bible Institute, Inc.  
17280 Lakeside Drive  
Carlinville, IL 62626  
PH: (217) 854-4600

**LESSEE:**

Cornerstone Community Radio, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed received the next business day after such letter is deposited with the overnight courier.

13. ASSIGNMENT AND SUBLEASING: Lessee shall not have the right to assign or sublease its rights hereunder without Lessor's written consent, which shall not be unreasonably denied, and any such attempted assignment or sublease by the Lessee shall be invalid without written consent. Notwithstanding the foregoing, Lessee shall be permitted to assign or sublease its rights hereunder without Lessor's consent to other entities under common control with Lessee, but no such assignment or sublease shall relieve Lessee of its obligations hereunder. Lessor shall retain the right to assign or sublease its interests in the Site. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto. Lessor shall retain the authority to sublease antenna space on the tower to its other tenants. All installations, maintenance, or removal of third parties' antenna systems and related equipment located on the tower shall be performed by authorized personnel only and with the cooperation of the Lessee if necessary.

14. FUTURE EQUIPMENT INSTALLATIONS: Future antenna and tower loadings not listed in Schedule B of this Agreement shall require prior written approval by Lessor, such approval not to be unreasonably withheld, with advance written notice of at least thirty (30) days being given by Lessee. Lessor's approval shall not be required for replacement equipment. Lessee shall be responsible for any wind loading or other costs necessary to assess any request hereunder.

15. OPERATIONS AND MAINTENANCE RESPONSIBILITIES: Lessor shall maintain the Site, at its sole expense, in good condition and repair, including the painting and lighting of the tower in accordance with applicable rules and regulations of the FCC and the Federal Aviation Administration ("FAA") and keeping applicable records (including records of notification to FAA of any failure or repairs of the tower and any correction of same). Both parties agree that frequency and intermodulation interference studies will be conducted by the party seeking to install radio equipment on the Site before that equipment is installed on the tower.

16. TITLE TO AND REMOVAL OF EQUIPMENT: The Tower, and Building shall be and remain the property of the Lessor. The Lessee's equipment (listed in Schedule A and Schedule B) installed on the Site shall remain the property of the Lessee and personal property placed thereon by each party or Lessor's other tenants shall be and remain the property of the respective party. Lessee shall promptly remove its equipment and any personal property at the expiration or termination of this Agreement.

17. QUIET ENJOYMENT: Lessor represents and warrants to Lessee that Lessor has good fee title to the Site, and the right to grant Lessee the rights hereunder. Lessor shall comply with all local, state and federal laws, rules and regulations required by it to be performed as Lessor hereunder and owner of the tower. Without limiting the generality of the foregoing, Lessor warrants and represents that the tower and Lessee's contemplated use thereof complies with all zoning ordinances. Lessor covenants that Lessee, upon observing the covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Site on the terms and conditions and for the purposes stated herein during the term of this Agreement, as it may be extended, without hindrance, ejection or molestation by Lessor or any person or entity claiming under Lessor. Notwithstanding the foregoing, Lessor shall not be required to expend more than ordinary and reasonable expenses to comply with its obligations under this Section 17. In the event of any governmental regulatory requirements that would require Lessor, to expend time and resources which Lessor determines, in its reasonable discretion, are economically unfeasible, Lessor may terminate this Agreement upon ninety (90) days written notice to Lessee, in which case both parties shall be relieved of further liability.

18. DEFAULT:

A. In the event of Lessee's failure to comply with any material provision of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof from Lessor (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessee shall not be deemed to be in default under this Agreement if Lessee commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Lessor may, at its option, terminate this Agreement without affecting its right to sue for any damages to which Lessor may be entitled. Notwithstanding the foregoing, Lessee's right to cure in the event of Lessee-caused interference shall be controlled by Section 3(A) above.

B. In the event of Lessor's failure to comply with any material provision of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof from Lessee (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessor shall not be deemed to be in default under this Agreement if Lessor commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Lessee may, at its option, terminate this Agreement without affecting its right to sue for any damages to which Lessee may be entitled.



C. The rights and remedies stated in this Agreement are not exclusive, and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein by law or by equity. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Agreement shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

19. OTHER CONDITIONS AND PROVISIONS: This Agreement shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Agreement. The invalidity of any portion of this Agreement shall not have any effect on the balance thereof. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of Lessor and Lessee. This Agreement shall be governed by the laws of the State of Illinois without reference to principles of conflicts of law. This Agreement may be prepared for execution by duplicate originals, each of which constitute one and the same instrument.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2011.

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Illinois Bible Institute, Inc.  
Larry H. Griswold

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Cornerstone Community Radio, Inc.  
Richard Van Zandt, President

## **SCHEDULE A**

The equipment to be placed in the transmitter building includes the following:

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Illinois Bible Institute, Inc.  
Larry H. Griswold

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Cornerstone Community Radio, Inc.  
Richard Van Zandt, President

## **SCHEDULE B**

Equipment scheduled for placement on the tower includes the following:

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Illinois Bible Institute, Inc.  
Larry H. Griswold

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Cornerstone Community Radio, Inc.  
Richard Van Zandt, President

## **SCHEDULE C**

Approved placement of antenna on tower:

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Illinois Bible Institute, Inc.  
Larry H. Griswold

---

Cornerstone Community Radio, Inc.  
Richard Van Zandt, President

**COPY**

**LEASE**

**THIS LEASE** entered into on the 29 day of April, 2002, between MELVIN AND LINDA THIES of Jacksonville, Illinois (hereinafter the "Lessor"), and the ILLINOIS DISTRICT COUNCIL OF ASSEMBLIES OF GOD d/b/a WTSG RADIO, CARLINVILLE, ILLINOIS (hereinafter "WTSG"), WITNESSETH:

Lessor, for and in consideration of the agreements of WTSG, set forth herein, hereby leases to WTSG, and WTSG hereby leases from the Lessor, real estate located in Morgan County, Illinois, described as follows:

A tract of land located in the Southeast One-Quarter (SE ¼ ) of the Southwest One-Quarter (SW ¼ ) of Section 7, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Three hundred fifty two feet (352') West of the Southeast corner of the Southwest One-Quarter (SW ¼ ) of said section seven, then North two hundred seventy feet (270') to the point of beginning, then West eighteen feet (18'), then North fourteen (14'), then East eighteen (18'), then South fourteen (14') feet, to the point of beginning.

This Lease is for the purpose of allowing WTSG to construct, erect, operate, and maintain a radio tower on the above-described real estate.

**LESSOR AND WTSG HEREBY AGREE AS FOLLOWS:**

1. This Lease shall be for a term of 10 years commencing on the date hereof. At the end of the lease term, this lease shall automatically renew for successive 10-year periods unless:
  - a. Either party shall give written notice during the 60 day period beginning 30 days before the end of the Lease term and ending 30 days after the end of the lease term stating that the Lease will not be renewed; or
  - b. Neither Melvin Thies nor Linda Thies, Lessors herein, are alive at the end of the Lease term.
2. This lease will automatically terminate, without regard to any other provision of this Agreement, if WTSG shall cease to operate as a Christian radio station.
3. Lessor acknowledges receipt of adequate consideration for this Lease.

4. WTSG shall pay all costs incurred in erecting, constructing, operating and maintaining the radio tower and transmitter, if any. No guy wires shall be installed as part of the radio tower.
5. Lessor shall maintain the grass and keep brush trimmed on the Leased premises.
6. WTSG acknowledges that Lessor or its farm tenant may have livestock in the area of the leased premises. If WTSG so desires, and at WTSG's expense, it may erect a fence to keep livestock from the site.
7. Any alteration to the location of the existing electrical transmission poles and lines shall require the prior approval of Lessor.
8. WTSG shall be responsible for purchasing, posting and maintaining "No Trespassing" signs on the perimeter of the leased property.
9. Lessor reserves the right to convey and/or assign this Lease to a new owner in the event the land is sold.
10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Lessor and upon the successors, assigns, personal representative heirs of the WTSG. WTSG may not assign its interest in the Lease without the prior written consent of the Lessor.
11. Lessor shall provide WTSG with ingress and egress to the property. Lessor shall not be obligated to improve the existing roads to the site. Lessor shall not be obligated to trim or remove any trees along or next to the existing road.
12. WTSG shall not bring upon the leased lands or possess thereon or make, produce or discharge thereon any hazardous or toxic materials, wastes or substances as such terms are defined in the Resource Conservation and Recovery Act. WTSG hereby agrees to indemnify and save harmless Lessor from any damages, expenses, or liability resulting from any environmental contamination or pollution.
13. WTSG shall purchase and maintain public liability insurance on the radio tower and associated property. Lessors shall be named as additional insureds on any liability policy. WTSG shall require all contractors to provide proof of insurance coverage for both Liability and Workmen's Compensation. WTSG shall indemnify and hold harmless Lessors from any action, injury, or claim arising from the construction, operation, or maintenance of the radio tower and associated property.
14. Upon request of Lessor, WTSG shall execute and acknowledge a

Memorandum of Lease for recording.

15. At the end of the Lease term, or upon its termination, WTSG shall, within 60 days, return the site to its original state. At the end of this 60-day period, if any property remains on the premises, Lessor may, at its sole option, cause the removal of any property or fixture left on the premises by WTSG or retain said property. WTSG shall pay the entire cost of removing the property and restoring the leased premises regardless of whether the work is done before or after the expiration of said 60-day period.
16. If requested, WTSG shall file an Affidavit with the Morgan County Assessor's Office identifying the tower and transmitter building as belonging to a not-for-profit organization and therefore exempt from assessment and taxation. If any tax is assessed on the radio tower or associated equipment, or if there is an increased assessment on the leased real estate due to the construction of the radio tower contemplated herein, then WTSG shall pay such tax or increase in tax.
17. WTSG will remove any debris, materials and/or equipment from the leased premises when the premises ceases to be used by the WTSG or at the expiration of the Lease.
18. Upon executing this Lease, WTSG shall pay one-half of Lessor's attorney fees for the drafting and establishment of this Lease.
19. If WTSG does not comply with the terms of this Agreement, Lessor shall be entitled to recover any attorney fees and costs required to enforce the terms of the Agreement.

Signed and executed on the date first written above.

*Melvin Thies*

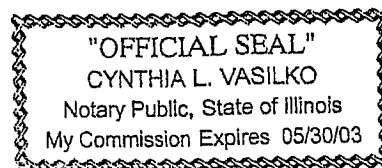
MELVIN THIES

*Linda Thies*

LINDA THIES

Subscribed and sworn to before  
me this 9 day of April, 2002.

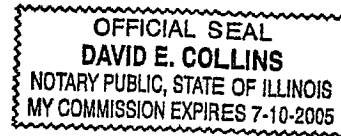
*Cynthia Vasilko*  
Notary Public



Way H. Smith, Sec.  
Authorized Agent for the Illinois District Council  
of Assemblies of God

Subscribed and sworn to before  
me this 2nd day of May, 2002.

David E. Collins  
Notary Public





**SCHEDULE 1.1.4**  
**INTANGIBLE ASSETS**

- Call sign WTSG.
- Internet domain names:
  - <http://wtsg.org>
  - <http://wtsg.fm>

