

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of March 31, 2010, by and between New Life Evangelistic Center, Inc. (a Missouri not-for-profit corporation) ("Seller") and Illinois Bible Institute, Inc. (an Illinois not-for-profit corporation) ("Buyer").

WHEREAS, Seller is the licensee of noncommercial FM broadcast station WCBW-FM, East St. Louis, Illinois, FCC Facility ID Number 83448, (the "Station"), pursuant to an authorization issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain of the assets owned and held by Seller and used or useful solely in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined), Seller agrees to sell, transfer, assign, convey and deliver to Buyer all of the right, title and interest of Seller in and to those certain assets and properties of Seller owned or held by Seller and used or useful solely in connection with the operation of the Station (the "Assets"), which are limited to the following:

(a) All FCC licenses, permits and authorizations to operate the Station (the "FCC Authorizations") together with all licenses, permits and authorizations issued by any other governmental authority in connection with the operation of the Station, as set forth on Schedule 1(a).

(b) That certain broadcast equipment owned or held by Seller solely in connection with the operation of the Station (the "Personal Property") set forth on Schedule 1(b).

(c) All business and engineering records pertaining to the Station (except such records as are proprietary to Seller), including the Station's public inspection file.

2. **Purchase Price.**

(a) In consideration of the sale, transfer, assignment, conveyance and delivery of the Assets to Buyer, Buyer shall pay to Seller the aggregate sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price") by wire transfer of immediately available funds, or such other payment method mutually satisfactory to the parties.

(b) Upon execution of this Agreement, Buyer shall deposit into an Escrow Account the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Escrow Deposit").

The Escrow Account shall be held by Gammon & Grange, P.C. (the "Escrow Agent"). Seller, Buyer and Escrow Agent shall enter into an Escrow Agreement with customary terms and conditions to govern the maintenance and disposition of the Escrow Deposit. At the Closing, the Escrow Deposit shall be paid to Seller in immediately available funds and credited against the Purchase Price. Any interest earned on the Escrow Deposit shall be returned to Buyer.

(c) The amount to paid by Buyer at the Closing may be prorated and adjusted as follows. The income and expenses attributable to the operation of the Station up to 12:01 a.m. on the Closing Date shall be for the account of the Seller, and thereafter for the account of the Buyer. Expenses including, but not limited to, such items as power and utility charges, real and personal property taxes, rents and deferred items shall be prorated between Buyer and Seller, the proration to be made, insofar as feasible, on the Closing Date, with a final settlement within ninety (90) days after the Closing Date.

3. **FCC Consent; Assignment Application.** It is specifically understood and agreed by Seller and Buyer that the assignment of the FCC Authorizations is subject to the prior consent of the FCC ("**FCC Consent**"). Within ten (10) days after execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the FCC Authorizations (the "**Assignment Application**") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable.

4. **Closing Date.** The closing (the "**Closing**") of the transactions contemplated by this Agreement shall occur on a date mutually agreed upon by Buyer and Seller within ten (10) days following the date on which the FCC Consent becomes a Final Order (as that term is herein defined) and satisfaction of the conditions specified in Section 9, provided, however, that upon their mutual agreement to do so, Seller and Buyer may elect to proceed to Closing at any time after the public notice of the grant of the FCC Consent. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to the assignment application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired.

5. **Antenna Site Lease.** At the Closing, Seller and Buyer will enter into a leasehold agreement pursuant to which Seller will sublease the antenna site for the Station to Buyer. The leasehold agreement shall contain terms and provisions customary for agreements of this type, and shall specify rent in an amount equal to fifty percent (50%) of the rent that Seller, as prime lessee, ~~pay~~ is obligated to pay to its landlord as prime lessor. The leasehold agreement will be ~~identical in form and substance to that in Attachment 5.~~ 

6. **Time Brokerage Agreement.** Simultaneously with the execution of this Agreement, Seller and Buyer will enter into a Time Brokerage Agreement (the "**TBA**") pursuant to which Buyer shall program the Station under Seller's supervision and control between the date on which the TBA becomes effective and the Closing. The TBA will become effective not more

than fifteen (15) days after the date hereof, and shall provide for the payment of Twenty-five Thousand Dollars (\$25,000.00) plus expenses for the operation of the Station as compensation to Seller. The TBA shall be identical in form and substance to that in Attachment 6. The TBA shall comply with all of the FCC's current rules and policies concerning such arrangements. At no time prior to the Closing shall Buyer directly or indirectly control, supervise or direct or attempt to control, supervise or direct the operation of the Station.

7. **Seller's Representations, Warranties and Other Obligations.** Seller represents and warrants that:

(a) Seller is a not-for-profit corporation organized under the laws of the State of Missouri. Seller has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. The execution and performance of this Agreement does not constitute a violation, breach, or default under any law, regulation, agreement or other obligation to which Buyer is or will become subject.

(b) At Closing, Seller will be the authorized legal holder of the FCC Authorizations and the other licenses, permits and authorizations.

(c) The FCC Authorizations are in full force and effect and have not been modified, revoked, canceled or rescinded.

(d) Seller has good and marketable title to the Personal Property, free and clear of all liens, liabilities and encumbrances. Seller gives no warranty concerning the condition or quality of the Personal Property and will sell it to Buyer "as is."

(e) At Closing, Buyer shall receive clear and unencumbered title to the Assets.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants that Buyer is a not-for-profit corporation organized under the laws of the State of Illinois, and is validly existing and in good standing. Buyer has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. Buyer is legally qualified to become the licensee of the Station. Buyer is financially qualified to enter into this transaction and to file the Assignment Application with the FCC. The execution and performance of this Agreement does not constitute a violation, breach, or default under any law, regulation, agreement or other obligation to which Buyer is or will become subject.

9. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Buyer shall have performed and complied in all material respects

with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date.

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Seller.

(iv) Buyer shall have delivered to Seller on the Closing Date the Purchase Price as provided for in Section 2(a).

(b) The performance of the obligations of Buyer hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date.

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Buyer.

10. **Closing Deliveries.** At the Closing, Buyer shall deliver payment to Seller of the Purchase Price, and Seller shall deliver to Buyer the following documents, each in form and substance reasonably satisfactory to Buyer or has agreed upon herein:

- (a) An Assignment of the FCC Authorizations.
- (b) A Bill of Sale for the Personal Property.
- (c) A Leasehold Agreement for the Station's Antenna Site.

Buyer and/or Seller shall each execute and deliver to the other such additional instruments, documents and/or certificates as may be reasonably requested to consummate this Agreement and the transaction contemplated herein

11. **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 twelve (12) months after the date of this Agreement provided that the party seeking termination is not in default of this Agreement; or

(c) in the event either party is in default of this Agreement or of the TBA, by the non-defaulting party. In the event of termination of this Agreement pursuant to this Section this Agreement shall forthwith become void and the parties shall be released from any further obligation hereunder, except that upon termination for a default, the non-defaulting party shall be entitled to any and all remedies it may have pursuant to this Agreement or otherwise in law or equity.

12. **Default.** Upon termination of this Agreement because of a default by Seller, Buyer shall be entitled to receive the Escrow Deposit and liquidated damages for losses it incurred in connection with this Agreement, not to exceed Five Thousand Dollars (\$5,000.00). Buyer shall also be entitled to pursue the remedy of specific performance. Seller hereby acknowledges that due to the unique nature of the radio station being acquired hereunder, that damages alone are an inadequate remedy and that Buyer shall be permitted to seek specific performance. Upon termination of this Agreement because of a default by Buyer, Seller shall be entitled to liquidated damages in the amount of Twenty Thousand Dollars (\$20,000.00). Neither Seller nor Buyer shall have any other remedy in law or equity.

13. **Further Assurances.** 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 and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

14. **Benefit and Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither party hereto may voluntarily assign this Agreement without the express written consent of the other party which shall not be unreasonably denied.

15. **Third Party Benefit.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16. **Choice of Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Missouri without regard to that state's choice of law rules.

17. **Choice of Forum.** The state or Federal courts having jurisdiction over St. Louis, Missouri shall be the sole and exclusive forum for any litigation arising from this Agreement. The parties hereby agree to submit to the jurisdiction of such courts in connection with such litigation. Any action to enforce a judgment of such courts shall not be so limited.

18. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

19. **Amendment and Waiver.** No amendment, waiver of compliance with any provision or condition 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 any waiver, amendment, change, extension or discharge is sought.

20. **Costs.** Except as otherwise provided for in this Agreement, 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. All FCC filing fees applicable to any requests for the FCC Consent shall be shared equally by both parties. Buyer and Seller each represent to the other that there has been no broker, finder, or consultant involved in the negotiations leading to the execution of this Agreement, and that no fees for such services are owed to anyone.

21. **Construction.** This Agreement has been negotiated and drafted jointly by the parties. Each party has had the opportunity to obtain the assistance of legal counsel with respect to this Agreement. No ambiguous provision in this Agreement shall be construed against a party because it was drafted by that party.

22. **Mutual Right of Indemnification.**

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Assets and the Station prior to the Closing.

(b) Following the Closing, Seller shall indemnify, defend and hold Buyer harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in the Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right,

at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

23. **Notices.** All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller to:

New Life Evangelistic Center, Inc.  
1411 Locust Street  
St. Louis, Missouri  
Attn: Charles Hale  
Tel:  
Fax:  
Email:

With copy (which shall not constitute notice) to:

Donald E. Martin, Esq.  
Donald E. Martin, PC  
P.O. Box 8433  
Falls Church VA 22041  
Tel: 703-642-2344  
Fax: 703-642-2357  
Email: dempc@prodigy.net

If to Buyer to:

Illinois Bible Institute, Inc. *WLF*  
17280 Lakeside Dr.  
Carlinville, IL 62626  
Tel: 217-854-4680  
Fax:  
Email: dennis@idcag.org

With copy (which shall not constitute notice) to:

A. Wray Fitch, III, Esquire  
Gammon & Grange  
8280 Greensboro Drive, 7<sup>th</sup> Floor  
McLean, Virginia 22102  
Tel: (703) 761-5023  
Fax:  
Email: awf@gg-law.com

24. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

25. **Headings.** The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph.

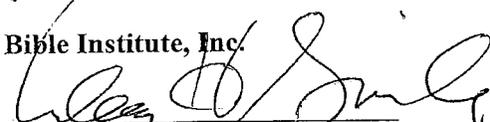
26. **Severability.** If any court or administrative agency shall rule that any paragraph or provision of this Agreement is invalid or void, such ruling shall have no effect upon the validity or continuing effectiveness of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**New Life Evangelistic Center, Inc.**

By:   
Name: \_\_\_\_\_  
Title: president

**Illinois Bible Institute, Inc.**

By:   
Name: LARRY H. GRISWOOD  
Title: PRESIDENT

**SCHEDULE 1(a)**

**FCC Authorizations**

1. WCBW-FM, East St. Louis, Illinois, Facility ID Number 83448.

SCHEDULE 1(b)

List of Equipment and Personal Property to be Transferred

TRANSMITTER LOCATION SITE

1—ENERGY ONIX SSA-500C    S/N 030423    RF AMP  
1—ENERGY ONIX SST-30B    S/N 000230    EXCITER  
1—ORBAN 2200/V            S/N 004272    AUDIO PROCESSOR  
1—INOVONICS 530            S/N 1248       DEMODUCATOR  
1—SINE SYSTEMS RFC 1/B    S/N 8052       REMOTE CONTROL  
2—SINE SYSTEMS RP-8  
1—6 FT BLACK RACK – MID ATLANTIC  
1—TRIPPLITE ISOBAR OUTLET STRIP  
1—7/8" HELIAX 20' M/L  
1—SWR FMEC/1-DA ANTENNA

STUDIO LOCATION

4—SAM RR 962 RECEIVERS  
1—SAM RR962-W RECEIVER  
1—SAGE EAS ENDEC            S/N DIO279  
1—SAMSON SERV0120 AMP      S/N P1016346  
2—JVCXL-2232 CD PLAYER      S/N 104K0973 104K0872  
2—JVC TD-W354 DOUBLE CASSETTE      S/N 164C2960 164CZ968  
1—BROADCAST TOOLS 8X2 AUDIO SWITCHER    S/N 055582  
1—DYNAMAX MX8L AUDIO CONSOLE      S/N M003007  
2—EV RE-20 MICROPHONES  
2—BLACK MIC ARM & RISER  
1—ULTRA PENTIUM 2 COMPUTER  
1—6' MID-ATLANTIC EQUIPMENT RACK  
1—BROADCAST TOOLS SSM SILENT SENSE  
1—AT 1616L GP1 INTERFACE