

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of <sup>November</sup> ~~October~~ 2012, between Comtek, LLC, an Alabama limited liability company corporation ("Buyer"), and Immanuel Broadcasting Network, Inc., a Georgia non-profit corporation ("Seller").

WHEREAS, Seller holds the authorization for FM Translator Station W257CM, 99.3 MHz, Talladega, Alabama (FCC Facility ID Number 153894) (the "Station") issued by the Federal Communications Commission (the "FCC");

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Station's FCC authorization and certain other assets used by the Station and Buyer desires to purchase and accept such authorization and assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. **STATION ASSETS.** SELLER AGREES TO ASSIGN, TRANSFER, CONVEY AND DELIVER TO BUYER, AND BUYER AGREES TO ACQUIRE FROM SELLER, ALL OF THE RIGHT, TITLE, AND INTEREST OF SELLER IN AND TO CERTAIN ASSETS AND RIGHTS OF SELLER, TANGIBLE AND INTANGIBLE, WHICH ARE USED IN THE OPERATION OF THE STATION (THE "STATION ASSETS"). AS SPECIFIED BELOW:

(A) ALL LICENSES, PERMITS AND OTHER AUTHORIZATIONS ISSUED BY THE FCC AND ANY OTHER GOVERNMENTAL AUTHORITY WITH RESPECT TO THE STATION HELD BY SELLER (THE "LICENSES"); AND

(B) CERTAIN PROPERTY OF THE SELLER USED IN THE OPERATION OF THE STATION AS SET FORTH ON SCHEDULE I(B) (THE "PROPERTY").

2. **Purchase Price.** The purchase price to be paid for the Station Assets is Eighteen Thousand Dollars (\$18,000.00) (the "Purchase Price"). On the Closing Date, Buyer shall (a) deliver to Seller cash or immediately available funds by wire transfer in the amount of Nine Thousand Dollars (\$9,000.00) and (b) execute and deliver to Seller a first-priority secured promissory note in substantially the form attached hereto as Exhibit A (the "Promissory Note") in the principal amount of Nine Thousand Dollars (\$9,000.00) with payment in full due six (6) months from the Closing Date. To secure Buyer's payment obligations under the Promissory Note, Buyer shall execute and deliver to Seller on the Closing Date a security agreement in substantially the form attached hereto as Exhibit B (the "Security Agreement") granting Seller, among other things, a first-priority perfected security interest in the Station Assets to the extent permitted by law and all proceeds therefrom.

3. **Assumption of Obligations.** Buyer is not assuming any liabilities or obligations of Seller, except that on the Closing Date, Buyer shall assume only those obligations of Seller arising from the business or operation of the Station after the Closing Date.

4. **Closing.** Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within ten

(10) business days after the grant of FCC Consent (as defined below) having become a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur on a date of Buyer's choosing after the grant of FCC Consent and upon notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

5. FCC CONSENT. THE CLOSING IS SUBJECT TO AND CONDITIONED UPON PRIOR FCC CONSENT (THE "FCC CONSENT") TO THE ASSIGNMENT OF THE LICENSES TO BUYER, AND, UNLESS WAIVED BY BUYER, THE FCC CONSENT HAVING BECOME A FINAL ORDER IF ANY OBJECTION TO GRANT OF THE FCC CONSENT HAS BEEN FILED WITH THE FCC. "FINAL ORDER" MEANS AN ACTION BY THE FCC AS TO WHICH: (A) NO REQUEST FOR STAY BY THE FCC IS PENDING, NO SUCH STAY IS IN EFFECT, AND ANY DEADLINE FOR FILING A REQUEST FOR ANY SUCH STAY HAS PASSED; (B) NO APPEAL, PETITION FOR REHEARING OR RECONSIDERATION, OR APPLICATION FOR REVIEW IS PENDING BEFORE THE FCC AND THE DEADLINE FOR FILING ANY SUCH APPEAL, PETITION OR APPLICATION HAS PASSED; (C) THE FCC HAS NOT INITIATED RECONSIDERATION OR REVIEW ON ITS OWN MOTION AND THE TIME IN WHICH SUCH RECONSIDERATION OR REVIEW IS PERMITTED HAS PASSED; AND (D) NO APPEAL TO A COURT, OR REQUEST FOR STAY BY A COURT, OF THE FCC'S ACTION IS PENDING OR IN EFFECT, AND THE DEADLINE FOR FILING ANY SUCH APPEAL OR REQUEST HAS PASSED.

6. FCC APPLICATION. WITHIN SEVEN (7) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT, SELLER AND BUYER SHALL FILE AN APPLICATION WITH THE FCC (THE "FCC APPLICATION") REQUESTING THE FCC CONSENT. SELLER AND BUYER SHALL DILIGENTLY PROSECUTE THE FCC APPLICATION AND OTHERWISE USE THEIR BEST EFFORTS TO OBTAIN THE FCC CONSENT AS SOON AS PRACTICABLE. EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THE EXPENSES INCURRED BY IT IN THE PREPARATION, FILING AND PROSECUTION OF ITS RESPECTIVE PORTION OF THE FCC APPLICATION. ALL FILING FEES IMPOSED BY THE FCC SHALL BE PAID ONE-HALF EACH BY SELLER AND BUYER.

IN ADDITION, SELLER AGREES TO COOPERATE WITH BUYER TO FACILITATE THE FILING AND GRANT OF APPLICATIONS OR PROPOSALS WITH THE FCC SEEKING TO MODIFY THE FACILITIES OF THE STATION, BY (I) PROVIDING WRITTEN CONSENT TO THE SUBMISSION OF SUCH APPLICATIONS OR PROPOSALS TO BUYER, AND PROVIDING ANY ADDITIONAL INFORMATION REASONABLY REQUESTED BY THE FCC; AND (II) INTERPOSING NO OBJECTION TO SUCH APPLICATIONS, PROPOSALS OR OTHER FILINGS OF BUYER; AND TO PERMIT BUYER TO SUBMIT APPLICATIONS OR PROPOSALS, IF DESIRED, DURING THE PERIOD WHILE THE FCC APPLICATION IS PENDING BEFORE THE FCC. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT: (A) BUYER'S OBLIGATION TO CONSUMMATE THE TRANSACTION DESCRIBED HEREIN IS NOT CONTINGENT UPON THE GRANT OF ANY SUCH APPLICATION OR PROPOSAL, AND (B) UNDER NO CIRCUMSTANCES SHALL ANY CHANGES TO THE STATION'S FACILITIES DESIRED BY BUYER BE UNDERTAKEN PRIOR TO THE CLOSING WITHOUT SELLER'S PRIOR CONSENT. ALL COSTS FOR PREPARATION AND FILING OF SUCH APPLICATIONS SHALL BE AT BUYER'S EXPENSE.

7. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller:

(A) BUYER IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF THE STATE OF ALABAMA. BUYER HAS THE REQUISITE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS

AGREEMENT AND TO COMPLY WITH THE TERMS, CONDITIONS AND PROVISIONS HEREOF.

(B) THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT BY BUYER HAVE BEEN DULY AUTHORIZED AND APPROVED BY ALL NECESSARY CORPORATE ACTION OF BUYER. THIS AGREEMENT IS A LEGAL, VALID AND BINDING AGREEMENT OF BUYER ENFORCEABLE IN ACCORDANCE WITH ITS TERMS, EXCEPT (I) AS MAY BE LIMITED BY BANKRUPTCY, MORATORIUM, INSOLVENCY, REORGANIZATION OR OTHER SIMILAR LAWS AFFECTING OR LIMITING THE ENFORCEMENT OF CREDITORS' RIGHTS GENERALLY, AND (II) AS SUCH ENFORCEABILITY IS SUBJECT TO GENERAL PRINCIPLES OF EQUITY.

(C) NO BROKER, FINDER OR OTHER PERSON IS ENTITLED TO A COMMISSION, BROKERAGE FEE OR OTHER SIMILAR PAYMENT IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AS A RESULT OF ANY AGREEMENT OR ACTION OF BUYER.

(D) BUYER IS LEGALLY, FINANCIALLY AND OTHERWISE QUALIFIED TO BE THE LICENSEE OF, ACQUIRE, OWN AND OPERATE THE STATION UNDER THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND THE RULES, REGULATIONS, AND POLICIES OF THE FCC.

(E) THERE ARE NO SUITS, ARBITRATIONS, ADMINISTRATIVE CHARGES OR OTHER LEGAL PROCEEDINGS, CLAIMS OR GOVERNMENTAL INVESTIGATIONS PENDING AGAINST, OR, TO BUYER'S KNOWLEDGE, THREATENED AGAINST, BUYER RELATING TO OR AFFECTING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(A) SELLER IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF THE STATE OF GEORGIA. SELLER HAS THE REQUISITE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO COMPLY WITH THE TERMS, CONDITIONS AND PROVISIONS HEREOF.

(B) THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT BY SELLER HAVE BEEN DULY AUTHORIZED AND APPROVED BY ALL NECESSARY CORPORATE ACTION OF SELLER. THIS AGREEMENT IS A LEGAL, VALID AND BINDING AGREEMENT OF SELLER ENFORCEABLE IN ACCORDANCE WITH ITS TERMS, EXCEPT (I) AS MAY BE LIMITED BY BANKRUPTCY, MORATORIUM, INSOLVENCY, REORGANIZATION OR OTHER SIMILAR LAWS AFFECTING OR LIMITING THE ENFORCEMENT OF CREDITORS' RIGHTS GENERALLY, AND (II) AS SUCH ENFORCEABILITY IS SUBJECT TO GENERAL PRINCIPLES OF EQUITY.

(c) The Licenses are held by Seller, and have been issued for the full terms customarily issued translator stations in

the State of Alabama. THE LICENSES ARE IN FULL FORCE AND EFFECT AND HAVE NOT BEEN REVOKED, SUSPENDED, CANCELED, RESCINDED OR TERMINATED AND HAVE NOT EXPIRED. To the knowledge of Seller, there are no applications, complaints, investigations or proceedings pending or threatened before the FCC relating to the operation of the Station other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station. Seller has operated and is operating the Station in material compliance with all laws, regulations and governmental orders applicable to the operation of the Station.

(d) Seller has good and valid title to all the Property listed in Schedule 1(b), free and clear of all liens and encumbrances, except for LIENS FOR TAXES NOT YET DUE AND PAYABLE ("PERMITTED LIENS"), AND except for security interests, if any, which will be released on or before Closing. All of the items of Property are BEING CONVEYED IN AS IS CONDITION AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER AS TO THE FITNESS OR CONDITION OF THE PROPERTY.

(e) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

(F) NO BROKER, FINDER OR OTHER PERSON IS ENTITLED TO A COMMISSION, BROKERAGE FEE OR OTHER SIMILAR PAYMENT IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AS A RESULT OF ANY AGREEMENT OR ACTION OF SELLER.

(g) There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge,

threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

9. BUYER'S GENERAL COVENANTS. BUYER COVENANTS AND AGREES THAT BETWEEN THE DATE HEREOF AND THE CLOSING, BUYER SHALL:

- (A) MAINTAIN ITS QUALIFICATIONS TO BE THE LICENSEE OF THE STATION AS SET FORTH IN **Section 7** ABOVE;
- (B) TAKE NECESSARY STEPS AS REQUIRED TO BE ABLE TO CONSUMMATE THIS TRANSACTION; AND
- (C) NOTIFY THE SELLER PROMPTLY OF ANY EVENT, CIRCUMSTANCE OR OCCURRENCE WHICH WOULD INTERFERE WITH THE PROMPT CONSUMMATION OF THIS TRANSACTION AT CLOSING.

10. SELLER'S GENERAL COVENANTS. SELLER COVENANTS AND AGREES THAT BETWEEN THE DATE HEREOF AND THE CLOSING, SELLER SHALL:

- (A) NOT DIRECTLY OR INDIRECTLY, INCLUDING BY DISSOLUTION, LIQUIDATION, MERGER OR OTHERWISE, SELL, LEASE OR DISPOSE OF ANY OF THE STATION ASSETS UNLESS THOSE ASSETS ARE REPLACED WITH ASSETS OF EQUAL OR GREATER VALUE; AND
- (B) FURNISH BUYER WITH ACCESS TO THE PROPERTY.

11. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each other in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

12. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- (A) THE REPRESENTATIONS AND WARRANTIES OF BUYER MADE IN THIS AGREEMENT SHALL BE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE CLOSING DATE EXCEPT FOR CHANGES PERMITTED OR CONTEMPLATED BY THE TERMS OF THIS AGREEMENT, AND THE COVENANTS AND AGREEMENTS TO BE COMPLIED WITH AND PERFORMED BY BUYER AT OR PRIOR TO THE CLOSING SHALL HAVE BEEN COMPLIED WITH OR PERFORMED IN ALL MATERIAL RESPECTS.
- (B) THE FCC CONSENT SHALL HAVE BEEN OBTAINED AND SHALL BE IN FULL FORCE AND EFFECT, AND NO COURT, ADMINISTRATIVE OR GOVERNMENTAL ORDER PROHIBITING THE CLOSING SHALL BE IN EFFECT.
- (C) BUYER SHALL HAVE MADE EACH OF THE DELIVERIES CONTEMPLATED BY SECTION 14 HEREOF OR OTHERWISE REASONABLY

REQUIRED BY THIS AGREEMENT.

13. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(A) THE REPRESENTATIONS AND WARRANTIES OF SELLER MADE IN THIS AGREEMENT SHALL BE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE CLOSING DATE EXCEPT FOR CHANGES PERMITTED OR CONTEMPLATED BY THE TERMS OF THIS AGREEMENT, AND THE COVENANTS AND AGREEMENTS TO BE COMPLIED WITH AND PERFORMED BY SELLER AT OR PRIOR TO THE CLOSING SHALL HAVE BEEN COMPLIED WITH OR PERFORMED IN ALL MATERIAL RESPECTS.

(B) THE FCC CONSENT SHALL HAVE BEEN OBTAINED, SHALL BE IN FULL FORCE AND EFFECT AND, IF ANY OBJECTION TO THE GRANT OF THE FCC CONSENT IS FILED, SHALL HAVE BECOME A FINAL ORDER, AND NO COURT OR GOVERNMENTAL ORDER PROHIBITING THE CLOSING SHALL BE IN EFFECT.

(c) All security interests pertaining to the Station Assets shall be released of record and there shall be no liens in respect of such assets, except Permitted Liens.

(D) SELLER SHALL HAVE MADE EACH OF THE DELIVERIES CONTEMPLATED BY SECTION 14 HEREOF OR OTHERWISE REASONABLY REQUIRED BY THIS AGREEMENT.

14. CLOSING DELIVERIES. AT THE CLOSING, SELLER SHALL DELIVER OR CAUSE TO BE DELIVERED TO BUYER SUCH BILLS OF SALE, DOCUMENTS OF TITLE AND OTHER INSTRUMENTS OF CONVEYANCE, ASSIGNMENT AND TRANSFER AS MAY REASONABLY BE REQUESTED BY BUYER TO CONVEY, TRANSFER AND ASSIGN THE STATION ASSETS TO BUYER, FREE AND CLEAR OF LIENS, EXCEPT FOR PERMITTED LIENS. AT THE CLOSING, BUYER SHALL DELIVER OR CAUSE TO BE DELIVERED TO SELLER SUCH INSTRUMENTS AS MAY REASONABLY BE REQUESTED BY SELLER FOR THE ASSUMPTION OF THE STATION ASSETS BY BUYER. BUYER SHALL ALSO DELIVER THE EXECUTED PROMISSORY NOTE AND THE SECURITY AGREEMENT TO SELLER.

15. SURVIVAL. THE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT SHALL EXPIRE AT CLOSING AND BE OF NO FURTHER FORCE OR EFFECT, WITH THE EXCEPTION OF: (I) THE INDEMNIFICATION OBLIGATIONS OF SELLER AND BUYER UNDER SECTION 16 WITH RESPECT TO CLAIMS (AS DEFINED BELOW) MADE BY THIRD PARTIES AGAINST BUYER OR SELLER, AS APPLICABLE, SHALL SURVIVE FOR ONE (1) YEAR; (II) THOSE CLAIMS MADE UNDER SECTION 16 THAT RELATE TO BUYER'S DAMAGES OR SELLER'S DAMAGES (AS DEFINED BELOW), AS APPLICABLE, FOR WHICH TIMELY WRITTEN NOTICE IS GIVEN BY THE INDEMNIFIED PARTY TO THE INDEMNIFYING PARTY PRIOR TO EXPIRATION OF THIS SURVIVAL PERIOD, SHALL SURVIVE UNTIL RESOLVED.

16. INDEMNIFICATION. FROM AND AFTER THE CLOSING, SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER FROM AND AGAINST LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES ("BUYER'S DAMAGES") INCURRED BY BUYER

ARISING OUT OF OR RESULTING FROM: (A) ANY FAILURE BY SELLER TO PERFORM ANY COVENANT OR AGREEMENT CONTAINED IN THIS AGREEMENT, OR ANY OTHER BREACH OR DEFAULT BY SELLER UNDER THIS AGREEMENT; AND (B) THE OPERATION OF THE STATION BEFORE THE CLOSING. FROM AND AFTER THE CLOSING, BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES ("SELLER'S DAMAGES") INCURRED BY SELLER ARISING OUT OF OR RESULTING FROM: (Y) ANY FAILURE BY BUYER TO PERFORM ANY COVENANT OR AGREEMENT CONTAINED IN THIS AGREEMENT, OR ANY OTHER ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT; AND (Z) THE OPERATION OF THE STATION AFTER THE CLOSING, UNLESS CAUSED BY OR RESULTING FROM THE WILLFUL ACTIONS OR NEGLIGENCE OF SELLER. THE INDEMNIFIED PARTY SHALL GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY DEMAND, SUIT, CLAIM OR ASSERTION OF LIABILITY BY THIRD PARTIES OR OTHER CIRCUMSTANCES THAT COULD GIVE RISE TO AN INDEMNIFICATION OBLIGATION HEREUNDER ON THE PART OF THE INDEMNIFYING PARTY (A "CLAIM"), BUT A FAILURE TO GIVE SUCH NOTICE OR A DELAY IN GIVING SUCH NOTICE SHALL NOT AFFECT THE INDEMNIFIED PARTY'S RIGHT TO INDEMNIFICATION AND THE INDEMNIFYING PARTY'S OBLIGATION TO INDEMNIFY AS SET FORTH IN THIS AGREEMENT, EXCEPT TO THE EXTENT THE INDEMNIFYING PARTY'S ABILITY TO REMEDY, CONTEST, DEFEND OR SETTLE WITH RESPECT TO SUCH CLAIM IS THEREBY PREJUDICED.

17. TERMINATION. THIS AGREEMENT MAY BE TERMINATED AT ANY TIME PRIOR TO THE CLOSING AS FOLLOWS:

- (A) BY MUTUAL WRITTEN CONSENT OF SELLER AND BUYER;
- (B) BY WRITTEN NOTICE OF SELLER TO BUYER IF BUYER BREACHES IN ANY MATERIAL RESPECT ANY OF ITS REPRESENTATIONS OR WARRANTIES OR OTHER TERMS OF THIS AGREEMENT, OR DEFAULTS IN ANY MATERIAL RESPECT IN THE PERFORMANCE OF ANY OF ITS COVENANTS OR AGREEMENTS HEREIN CONTAINED, AND SUCH BREACH OR DEFAULT IS NOT CURED WITHIN THE CURE PERIOD (AS DEFINED BELOW);
- (C) BY WRITTEN NOTICE OF BUYER TO SELLER IF SELLER BREACHES IN ANY MATERIAL RESPECT ANY OF ITS REPRESENTATIONS OR WARRANTIES OR OTHER TERMS OF THIS AGREEMENT, OR DEFAULTS IN ANY MATERIAL RESPECT IN THE PERFORMANCE OF ANY OF ITS COVENANTS OR AGREEMENTS HEREIN CONTAINED, AND SUCH BREACH OR DEFAULT IS NOT CURED WITHIN THE CURE PERIOD; OR
- (D) BY WRITTEN NOTICE OF SELLER TO BUYER, OR BUYER TO SELLER, IF THE CLOSING SHALL NOT HAVE BEEN CONSUMMATED ON OR BEFORE THE DATE WHICH IS NINE (9) MONTHS AFTER THE EXECUTION OF THIS AGREEMENT, AND IF THE PARTY GIVING NOTICE IS NOT THEN IN DEFAULT HEREUNDER.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

18. DAMAGES UPON TERMINATION. THE TERMINATION OF THIS

AGREEMENT SHALL NOT RELIEVE ANY PARTY OF ANY LIABILITY FOR BREACH OR DEFAULT UNDER THIS AGREEMENT PRIOR TO THE DATE OF TERMINATION. IF THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 17(C) DUE TO THE DEFAULT OF SELLER, THE BUYER MAY BRING AN ACTION FOR SPECIFIC PERFORMANCE, SELLER HEREBY ACKNOWLEDGING THAT THE STATION ASSETS ARE OF A SPECIAL, UNIQUE AND EXTRAORDINARY CHARACTER, AND THAT MONETARY DAMAGES WOULD NOT BE SUFFICIENT TO COMPENSATE BUYER UNDER SUCH CIRCUMSTANCES.

19. EXPENSES. EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED BY IT IN CONNECTION WITH THE NEGOTIATION, PREPARATION AND PERFORMANCE OF AND COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

20. ASSIGNMENT. NEITHER PARTY MAY ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE NON-ASSIGNING PARTY.

21. AMENDMENTS. NO AMENDMENT TO, OR 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 OR AMENDMENT IS SOUGHT.

22. HEADINGS. THE HEADINGS SET FORTH IN THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND WILL NOT CONTROL OR AFFECT THE MEANING OR CONSTRUCTION OF THE PROVISIONS OF THIS AGREEMENT.

23. GOVERNING LAW. THE CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND TO BE FULLY PERFORMED WITHIN SUCH STATE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

24. NOTICES. ANY NOTICE, DEMAND OR REQUEST REQUIRED OR PERMITTED TO BE GIVEN UNDER THE PROVISIONS OF THIS AGREEMENT SHALL BE IN WRITING, AND SHALL BE DEEMED TO HAVE BEEN RECEIVED ON THE DATE OF PERSONAL DELIVERY, ON THE THIRD DAY AFTER DEPOSIT IN THE U.S. MAIL IF MAILED BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID AND RETURN RECEIPT REQUESTED, ON THE DAY AFTER DELIVERY TO A NATIONALLY RECOGNIZED OVERNIGHT COURIER SERVICE IF SENT BY AN OVERNIGHT DELIVERY SERVICE FOR NEXT MORNING DELIVERY (OR TO SUCH OTHER ADDRESS AS ANY PARTY MAY REQUEST BY WRITTEN NOTICE):

If to Seller: Immanuel Broadcasting Network, Inc.  
P.O. Box 1000  
Cartersville, GA 30120  
Attention: Edward Tuten, President

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

Repp Law Firm  
1629 K Street, NW  
Suite 300  
Washington, DC 20006  
Attention: Marissa G. Repp, Esq.

If to Buyer: Comtek, LLC  
205 Oak Place  
Guntersville, AL 35976  
Attention: Edward E. Montgomery

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

Gregory K. Mixon, Esq.  
Mixon Firm, LLC  
Two Perimeter Park South, Suite 430W  
Birmingham, AL 35243

25. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT. DELIVERY OF AN EXECUTED COUNTERPART SIGNATURE PAGE TO THIS AGREEMENT BY FACSIMILE OR E-MAIL SHALL BE DEEMED SUFFICIENT TO RENDER THIS AGREEMENT EFFECTIVE.

26. NO THIRD PARTY BENEFICIARIES. 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.

27. SEVERABILITY. THE PARTIES AGREE THAT IF ONE OR MORE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE DEEMED OR HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT UNDER ANY APPLICABLE LAW, THIS AGREEMENT SHALL BE CONSTRUED WITH THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISION DELETED, AND THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS CONTAINED HEREIN SHALL NOT BE AFFECTED OR IMPAIRED THEREBY, UNLESS SUCH CONSTRUCTION WOULD ALTER THE FUNDAMENTAL PURPOSES OF THIS AGREEMENT.

28. ENTIRE AGREEMENT. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS RELATING TO THE MATTERS PROVIDED FOR HEREIN.

29. ATTORNEYS' FEES. IN THE EVENT OF A DISPUTE RELATING TO THIS AGREEMENT INVOLVING THE INTERPRETATION OR ENFORCEMENT OF THE TERMS OF THIS AGREEMENT, RESULTING IN LITIGATION BROUGHT BY EITHER PARTY, THE PREVAILING PARTY IN SUCH LITIGATION SHALL BE ENTITLED, IN ADDITION TO OTHER RELIEF ORDERED BY THE COURT, TO REASONABLE ATTORNEYS' FEES AND COSTS.

30. FURTHER ASSURANCES. AFTER THE CLOSING, EACH PARTY SHALL FROM TIME TO TIME, AT THE REQUEST OF AND WITHOUT FURTHER COST OR EXPENSE TO THE OTHER, EXECUTE AND DELIVER SUCH OTHER INSTRUMENTS AND TAKE SUCH OTHER ACTIONS AS MAY REASONABLY BE REQUESTED IN ORDER TO MORE EFFECTIVELY CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

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**Signature Page to Asset Purchase Agreement**

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

SELLER: IMMANUEL BROADCASTING NETWORK, INC.

By: Neil Hopper  
Name: Neil Hopper  
Title: Director of Operations

BUYER: COMTEK, LLC

By: Edward E. Montgomery  
Name: EDWARD E. MONTGOMERY  
Title: OWNER & CEO

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**Table of Schedules and Exhibits**

Schedule 1(b)	List of Property
Exhibit 1	Form of Promissory Note
Exhibit 2	Form of Security Agreement

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**Schedule 1(b)**

**List of Property**

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**Exhibit 1**

**Form of Promissory Note**

**Exhibit 2**

**Form of Security Agreement**