

ASSET PURCHASE AGREEMENT

24th THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of March 24, 2017, between Calvary Radio Network, Inc., an Indiana non-profit corporation ("Seller"), and POLNET COMMUNICATIONS, LTD., an Illinois corporation ("Buyer").

Recitals

A. Seller is the owner and holds licenses from the Federal Communications Commission (the "FCC") for FM translator W276BM, Park Forest, Illinois, Facility ID No. 140663 (the "Station").

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station.

Agreement

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

ARTICLE 1: PURCHASE OF STATION

1.1. Sale and Purchase. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the Station. The assets of the Station described in this Section 1.1 (the "Station Assets") shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens"). The Station Assets consist exclusively of the following:

(a) The FCC licenses for the Station listed in Schedule 1.1(a);

(b) The equipment and other physical assets listed in Schedule 1.1(b);

(c) The Lease Agreement by and between Seller and Tarpon Towers II, LLC (successor in interest to Midwest Tower Leasing, Inc. (the "Lease"), described in Schedule 1.1(c), which Buyer agrees to assume at Closing, subject to Buyer's Due Diligence Review as defined below; provided, in the event Buyer is not satisfied with the status or condition of the Lease, Buyer shall not be obligated to assume the Lease; **provided further, in the event Buyer within the time specified in Section 1.3(b) indicates that it is satisfied with its Due Diligence Review or waives the Due Diligence Review, Seller shall give notice of termination of the Lease to Tarpon Towers II, LLC six (6) months prior to the end of the current Lease term.**

(d) The Station's technical records, and the goodwill and going concern value of the Station.

1.2. Purchase Price. In consideration for the sale of the Station to Buyer, Buyer shall pay Seller the total sum of One Hundred Thirty-Five Thousand and no/100 Dollars (\$135,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) As of the date of execution of this Agreement, Buyer will transmit the sum of Ten Thousand Five Hundred and no/100 Dollars (\$10,000.00) (the "Deposit") to the IOLTA (trust) account of Stahl Cowen Crowley Addis, LLC (the "Escrow Agent"). At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price. If this Agreement is terminated by Seller pursuant to Section 9.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and shall constitute the sole and exclusive remedy of Seller. Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit shall be disbursed to Buyer. The Escrow Agent will not make any distributions from the Deposit under the foregoing provisions except pursuant to the parties' joint written instructions. In the course of any court proceedings pertaining to the Deposit, Escrow Agent may deposit the Deposit with the clerk of a court in any district, state or federal court sitting in Chicago, Illinois, pursuant to an action in the nature of interpleader. If at any time the Escrow Agent receives a final, non-appealable order of a court of competent jurisdiction directing delivery of the Deposit, the Escrow Agent shall comply with such order.

(b) On the Closing Date, Buyer shall pay Seller the sum of One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00) by wire transfer of immediately available funds subject to adjustments based on prorations of Station rent and utilities for the month in which the Closing Date occurs.

1.3. Closing.

(a) The consummation of the sale and purchase of the Assets (the "Closing") shall take place on the fifth (5th) business day after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against the FCC Application (defined below), in which event at Buyer's option the Closing shall take place on the fifth (5th) business day after the date the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

(b) This Agreement and the Closing is contingent upon Buyer completing a due diligence review of the Station and the ability of Buyer to engineer the Station for its purposes (the "Due Diligence Review"). The Due Diligence Review must be completed or waived by Buyer by the earlier of April 15, 2017 or twenty (20) days after the date of this Agreement (the "Due Diligence Period"). If Buyer notifies Seller that Buyer is not satisfied with its Due Diligence Review during the Due Diligence Period, this Agreement shall be terminated and the Deposit returned to Buyer. If Buyer fails to so notify Seller during the Due Diligence Period, this contingency shall be waived and this Agreement shall remain in full force and effect.

1.4. Assignment Application.

(a) As soon as practicable but in no event later than five (5) business days after the end of the Due Diligence Period, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the Station from Seller to Buyer (the "Assignment Application"). The FCC's consent to the assignment of the Station contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC. If the Assignment Application proposes to convert the Station to commercial status under the FCC's rules, Buyer agrees to pay the FCC filing fee associated with the application.

(b) For purposes of this Agreement, the term "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(c) In the event Seller has terminated the Lease as provided in Section 1.1(c) and for any reason other than Seller's default under or breach of this Agreement the transaction contemplated herein does not close, Buyer agrees to pay to Seller the difference in rent paid by Seller for a new lease for the tower described in the Lease and the rent under the Lease for five (5) years commencing October 18, 2017. In the event the transaction contemplated herein does not close due to termination of the Agreement by Seller pursuant to Section 9.1(c), the payments provided in this Section 1.4(c) shall be in addition to the liquidated damages payable to Seller.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of Indiana. Seller has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements have been duly authorized by Seller and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and will be a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to

general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or, except as noted herein, require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent. Closing is contingent upon Seller obtaining a Lien release from Centier Bank, which is a creditor of Seller.

2.4. Station. The FCC licenses for the Station are in full force and effect until August 1, 2020, and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the Station other than proceedings to amend FCC rules of general applicability. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Station by or before the FCC. To Seller's knowledge there is no interference complaint against the Station pending at the FCC.

2.5. Ownership of Station. Seller has good and marketable title to the Station, free and clear of Liens, except the Lien of Centier Bank, which will be released on or before the Closing Date.

2.6. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station.

2.7 Environmental Matters. Seller represents and warrants that it does not have any knowledge of: (a) any action that has been commenced or threatened regarding Seller's compliance with Environmental Laws (defined below) related to the Station; (b) any tanks used for storage of any Hazardous Material (defined below) on the premises subject to the Lease (the "Premises"); (c) any Hazardous Material present on the Premises; (d) any polychlorinated biphenyls in the Station equipment or otherwise on the Premises; (d) any friable asbestos at the Premises; and (e) Seller has not received any notice of violation of any Environmental Laws related to the Station.

"Environmental Laws" means any and all state, federal, and local statutes, regulations and ordinances relating to the protection of human health and the environment.

"Hazardous Material" means any hazardous or toxic substance, material, or waste including, without limitation, those substances, materials, pollutants, contaminants and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products (as defined in Title I to the Resource

Conservation and Recovery Act, 42 U.S.C. §6991-6991(i)) and their derivatives, and such other substances, materials, pollutants, contaminants and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

2.8. No Finder. Except for Griffin Media Brokers, to which Seller will owe a brokerage commission as of the Closing Date, 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 or any party acting on Seller's behalf.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of Illinois and has authority to do business in Indiana. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is a valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the subject translator under the Communications Act and the rules, regulations and policies of the FCC.

3.5. Broker. 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 or any party acting on Buyer's behalf.

ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the holder of the Station.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC licenses for the Station, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Station which are filed during such period, (iii) not modify the licenses for the Station (except as may be authorized or requested by Buyer in writing), and (iv) maintain full-power operations of the Station in accordance with its FCC licenses, except in the event of unforeseen circumstances such as power outages or weather emergencies.

ARTICLE 5: SELLER CLOSING CONDITIONS

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

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: BUYER CLOSING CONDITIONS

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

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Application, at Buyer's option the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Due Diligence Review. The Due Diligence Review described in Section 1.3(b).

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer

- (a) an Assignment of FCC licenses;
- (b) a Bill of Sale covering the Station records, equipment, good will and going concern value;
- (c) an Assignment and Assumption of Lease;
- (d) the written consent of the site landlord to assignment of the Lease;
- (e) Joint Escrow Agent Instructions providing for the delivery of the Deposit to Seller as provided in Section 1.2(a), and
- (f) such other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof and execute its counterpart of the Joint Escrow Agent Instructions provided in Section 1.2(a).

ARTICLE 8: SURVIVAL: The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination and Remedies This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below).
- (c) by written notice of Seller to Buyer (i) if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; or (ii) under Section 9.2 (Risk of Loss); and
- (d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement.

9.2 Risk of Loss. Repairs of material damage to or destruction of the Station prior to Closing shall be the responsibility of Seller. In the event repairs or replacements of equipment cannot be completed prior to the Closing Date, the Closing Date may be extended by either party

for a period of up to ninety (90) days in order to accommodate restoration of the Station's operations in accordance with its FCC licenses. However, if the cost of such repairs or replacements exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00), Seller may elect to terminate this Agreement or, alternatively, if the cost of such repairs or replacements is fully insured under Seller's policies of insurance, Seller may, in lieu of termination, assign its rights with respect to insurance proceeds to Buyer and Closing shall occur on the extended Closing Date.

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

9.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

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

9.6. Governing Law. Except with respect to Section 1.2(a), the construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. The escrow provisions included in Section 1.2(a) shall be governed by the laws of Illinois without giving effect to the choice of law provisions thereof.

9.7. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth in Schedule 9.6 (or to such other address as any party may request by written notice).

9.8. Entire Agreement. This Agreement, including the schedules hereto, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

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


(Signatures Continued on Following Page)

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

SELLER:

CALVARY RADIO NETWORK, INC.

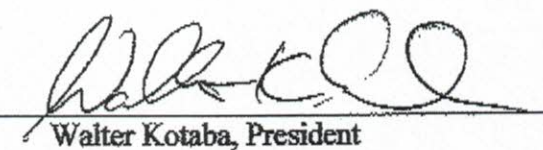
By:


James Motshagen, President

BUYER:

POLNET COMMUNICATIONS, LTD.

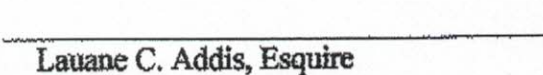
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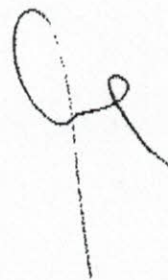

Walter Kotaba, President

ESCROW AGENT (as to Section 1.2(a) only):

STAHL, COWEN, CROWLEY, ADDIS, LLC

By:


Lauane C. Addis, Esquire



SCHEDULE 9.6

Notices to Seller:

Calvary Radio Network, Inc.
150 West Lincoln Way
Suite 2001
Valparaiso, Indiana 46383
Attention: James Motshagen, President

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

Fletcher, Heald & Hildreth, P.L.C.
1300 17th Street North
11th Floor
Arlington, VA 22209
Attn: Matthew H. McCormick

Notices to Buyer:

Walter Kotaba, President
Polnet Communications, Ltd.
3656 West Belmont Ave.
Chicago, IL 60618

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

Stahl Cowen Crowley Addis, LLC
55 West Monroe, Suite 1200
Chicago, IL 60605
Attn: Lauane C. Addis


A handwritten signature in black ink, appearing to be 'Lauane C. Addis', is located to the right of the contact information for Stahl Cowen Crowley Addis, LLC.

SCHEDULE 1.1(a)

FCC Licenses

BLFT-20121018AAL—Station License

BRFT-20120801ABJ—License Renewal (expires August 1, 2020)



SCHEDULE 1.1(d)

Station Equipment

Crown FMT30 Transmitter

Fanfare FT-1AP Receiver

Nicom BKG-77 Transmit antenna

Scala CLFMRX Receive antenna

Andrew LDF4-50A coax

Equipment Rack

SCHEDULE 1.1(c)

The Lease

Site: Communications tower and building at 4525 West Stuenkel Road, University Park, Will County, Illinois

Lessor: Tarpon Towers II, LLC (successor in interest to Midwest Tower Leasing, Inc.)

Lessee: Calvary Radio Network, Inc.

Date of Lease: July 20, 2012

Commencement Date: October 18, 2012

Expiration Date: Five years, with four additional five-year terms unless Lessee terminates

Rent: \$520.00 per month with 3% per year increases beginning in 2012; lessor provides electric power up to 400 kWh per month

Buyer acknowledges that Seller has provided a copy of the Lease.

