

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of August 17, 2015, between He's Alive, Incorporated, a Maryland non-profit corporation ("Seller"), and American Family Association, Inc., a Mississippi non-profit corporation ("Buyer").

Recitals

A. Seller is the licensee of Station WAIJ, 90.3 MHz, Grantsville, Maryland, FCC Facility ID 26528 (the "Station") subject to the prior approval of the Federal Communications Commission (the "FCC").

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 Station shall be transferred to Buyer free and clear of liens, claims and encumbrances, exclusive of Permitted Encumbrances (defined below). The following assets will be assigned and transferred to Buyer at Closing: (a) the "FCC Licenses" described in Exhibit 1, (b) the "Equipment" described in Exhibit 2, (c) the "Real Property" described in Exhibit 3 (by quitclaim deed), and (d) the "Intangible Personal Property" described in Exhibit 4 (collectively, the "Assets"). The Assets do not include Seller's accounts receivable, its cash or bank accounts, policies of insurance or any contracts relating to the operation 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 Ten and no/100 Dollars (\$10.00) (the "Purchase Price") and up to Five Thousand Dollars (\$5,000.00) to cover Seller's reasonable legal fees and costs incurred in preparation of this Agreement, preparation of Seller's portion of the Assignment Application (defined below), prosecution of the Assignment Application, and Closing under the terms of this Agreement. The Purchase Price shall be paid wire transfer on the Closing Date (defined below). Expenses relating to the operation of the Station such electric utilities and rents will be prorated for the month in which Closing occurs.

1.3. **Closing.** 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). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.4. **FCC Application.** Within five (5) business days after the date of this Agreement, 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.

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 Maryland. 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.

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 require the approval, consent, authorization or act of or any governmental authority, except the FCC Consent.

2.4. **Station.** Seller is the FCC licensee of the Station. The FCC Licenses are in full force and effect until October 1, 2019, and have not been revoked, suspended, canceled, rescinded or terminated and has 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, and Seller has no knowledge of any such action at the FCC and no reason to believe that such an action may be sought from the FCC by any third party. 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.

2.5. **Ownership of Station.** Seller has good and marketable title to the Station, free and clear of Liens, except Permitted Liens (defined below)

2.6 Liens. There are no outstanding liens (including, without limitation, any tax lien), claim, charge, security interest, mortgage, pledge, easement, lease, license, right of first offer or first refusal, conditional sale or other title retention agreement, defect in title or other restriction of any kind on the Assets (collectively, the "Liens"), or other restrictions, options or rights, agreements, arrangements, or commitments of any kind that have been issued, made, or granted to any person relating to the Station, other than Permitted Encumbrances. "Permitted Encumbrances" means, as to any Asset, (a) liens for taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith; (b) zoning laws and ordinances and similar laws that are not materially violated by any existing improvement or that do not prohibit the use by Buyer following the closing of the applicable Assets subject thereto as currently used in the operation of the Station; (d) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in any permits); (e) minor defects of title, easements, rights-of-way, restrictions and other minor imperfections or irregularities in title that are reflected in the public records that do not individually or in the aggregate materially interfere with the right or ability to use the applicable Assets as presently utilized; and (f) Liens that will be released or discharged prior to or as of the Closing.

2.7 Environmental Matters. Seller represents and warrants that Seller 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 Real Property; (b) any tanks used for storage of any Hazardous Material (defined below) on the Real Property; (c) any Hazardous Material present on the Real Property; (d) any polychlorinated biphenyls on the Real Property; (e) any friable asbestos on the Real Property; and (e) Seller has not received any notice of violation of any Environmental Laws related to the Real Property.

"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. 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.

2.9. No Broker. No broker 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.

2.10 Seller's Employees. Buyer will not responsible for hiring any of Seller's employees, except as may be separately agreed by the parties, or be obliged to pay any unpaid salaries or benefits that may be owed to such employees by Buyer. All such obligations to employees will have been paid and discharged by Seller as of the Closing Date.

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 Mississippi. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. On or before the Closing Date, Buyer will have obtained authorization to do business in Maryland.

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.

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: (a) maintain in effect the Station, (b) 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, and (c) not modify the Station (except as may be requested by Buyer).

4.4. Environmental Studies. Buyer may, at its election and sole expense, obtain a Phase I environmental audit report (the "Phase I Report") regarding the Real Property which Phase I Report shall be reasonably satisfactory to Buyer in all respects. Buyer agrees to notify Seller of any adverse environmental findings included in the Phase I Report within thirty (30) days after the date of this Agreement. To the extent Buyer does not notify Seller within such thirty (30)-day period, Buyer hereby waives any right to refuse to consummate this Agreement or to terminate this Agreement as a result of the Phase I Report. If, in Buyer's reasonable judgment, the Phase I Report shows an unacceptable environmental defect, and Seller is unable to materially cure such defect within ninety (90) days of such notice, Buyer may terminate this Agreement.

4.5. Title Insurance; Surveys; Real Property Closing. Within thirty (30) days prior to Closing, Buyer at its election may obtain a commitment from a title company (the "Title Company") acceptable Buyer to issue to Buyer at standard rates an ALTA extended coverage owner's title insurance policy with respect to the Real Property with no exceptions other than Permitted Encumbrances (a "Title Commitment"). To the extent required by the Title Company, Seller will pay for surveys of the Real Property (the "Surveys") acceptable to the Title Company for the purpose of issuing the Title Commitment. Buyer agrees to notify Seller of any objection to the contents of the Title Commitment within ten (10) days after Buyer's receipt of such materials. In the event the Title Commitment is reasonably unsatisfactory to Buyer and Buyer has timely objected thereto, Seller shall have ninety (90) days from Seller's receipt of notice to eliminate such condition or matter. If the condition or matter is not eliminated by Seller within the prescribed 90-day period, Buyer may terminate this Agreement, without any further liability hereunder. Unless Buyer elects not to obtain a Title Commitment, the Title Company or its counsel will prepare the quitclaim deed to accomplish conveyance of the Real Property to Buyer at Closing. All costs associated with closing on the Real Property, including but not limited to recording fees, deed preparation, tax stamps or other transfer fees or taxes (whether assessed against Seller or Buyer), and the cost of any title insurance, tax forms and the Title Commitment, will be paid by Buyer. Should Buyer elect not to obtain a Title Commitment, Buyer will engage its own counsel, at its sole expense, to prepare the quitclaim deed and associated real estate and tax forms related to conveyance of the Real Property to Buyer. Regardless of the manner of closing on the real estate, Seller shall not be responsible for any costs or fees in connection with therewith and Buyer indemnifies and holds Buyer harmless with respect to any such costs or fees.

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.

5.3. **Condition of the Real Property.** No material adverse Phase I Report or findings of defects of title, as provided in Sections 4.4 or 4.5, shall exist respecting the Real Property, or, alternatively, such matters will have been cured to Buyer's satisfaction.

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 and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 7: CLOSING DELIVERIES

7.1. **Seller Documents.** At Closing, Seller shall deliver to Buyer, in forms acceptable to Buyer's counsel: (a) an Assignment of FCC Licenses, (b) a Bill of Sale conveying the Equipment and the Intangible Personal Property, (c) a Quitclaim Deed conveying the Real Property, and (d) such other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Buyer, free and clear of Liens.

7.2. **Buyer Documents.** At Closing, Buyer shall (a) pay the Purchase Price in accordance with Section 1.2 hereof and (b) execute such documents and pay such costs and fees directly to the Title Company (or to its counsel should it elect not to obtain a Title Commitment) as are required to accomplish conveyance of the Real Property to Buyer.

ARTICLE 8: SURVIVAL

The representations and warranties in this Agreement shall expire as of the Closing Date.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. **Termination.** This Agreement may be terminated prior to Closing as follows, by the party named below, if that party is then not in material breach of any provision of this Agreement: (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; (c) by written notice of Seller to Buyer 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; 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. 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.

9.3. [Reserved]

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. The construction and performance of this Agreement shall be governed by the laws of the State of Maryland 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 second business day after having been mailed, postage prepaed, via the United States Postal Service to the addresses set forth in Schedule 9.7 (or to such other address as any party may request by written notice).

9.7. 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.

9.8. 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.

[The remainder of this page is left blank intentionally]

Signature page to Asset Purchase Agreement

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

SELLER: HE'S ALIVE INCORPORATED

By: S. Melissa Flores, vice president
S. Melissa Flores, Vice President

BUYER: AMERICAN FAMILY ASSOCIATION, INC.

By: _____
Timothy B. Wildmon, President

Signature page to Asset Purchase Agreement

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

SELLER: HE'S ALIVE INCORPORATED

By: _____
S. Melissa Flores, Vice President

BUYER: AMERICAN FAMILY ASSOCIATION, INC.

By: Timothy B. Wildmon
Timothy B. Wildmon, President

SCHEDULE 9.6

Notices to Seller:

**He's Alive Incorporated
P.O. Box 540
Grantsville, Maryland 21536-0540
Attention: S. Melissa Flores, Vice President**

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

**Harry C. Martin
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209**

Notices to Buyer:

**American Family Association
107 Parkgate Drive
Tupelo, Mississippi 38803
Attention: Patrick Vaughn, General Counsel**

Exhibit 1

FCC LICENSES

WAIJ, Grantsville, Maryland, Facility ID 26528

BLED-19841001DW, granted 8/22/1989

BRED-20110531AIV, granted 9/27/2011, expires 10/1/2019

WLJ715, Aural Studio-Transmitter Link, granted 5/29/1990, expires 10/1/2019

Exhibit 2

EQUIPMENT

- (1) Pirod #42 Guyed Tower Height 98.0 Meters
- (1) ERI DA-1005-3A Directional Antenna
- (1) 330 Feet 1 5/8 Inch Coaxial Transmission Line
- (1) QEI FMQ 5000 FM FM Transmitter
- (1) QEI 695 FM Exciter
- (1) Prodelin 1.8 Meter Dish With Deicer Heater Norsat 1209HA LNB
- (1) 35 Feet RG-6U Coaxial Cable
- (1) ABR200 Receiver
- (1) 10' x 15' Wood Frame, Vinyl-Sided Construction Equipment Building with Concrete Floor
- (1) Inovonics Model 703 Stereo Generator APC 650 Battery Backup
- (2) Power Strips
- (1) Henry Micro-Mixer
- (1) RDL FP-UBC2 Unbalanced to Balanced Converter RDL ST-ACR2 Audio controlled relay
- (1) Sine Systems RFC1B Remote control
- (1) Sine Systems RP8 Relay Panel
- (1) Comswitch Model 5500 Phone Switch Computer (Make Unknown)
- (1) Monitor
- (1) Keyboard
- (1) Mouse
- (1) Phone
- (1) Sony Portable Radio
- (1) Nitrogen Regulator
- (1) 5 Ft Equipment Rack
- (2) Baseboard Heaters with Wall Thermostat (2) Exhaust Fans with Thermostats
- (1) Folding Metal Chair
- (1) 30 Ft X 40 Ft Chain Link Fence 6 Ft High with 3 Strands of Barbwire with 3 Ft Gate
- (3) Guy Anchor Enclosures 20 Ft X 50 Ft Chain Link Fence 6 Ft High with 3 Strands of Barbwire (3) 3 Ft Gates

Exhibit 3

DESCRIPTION OF REAL PROPERTY

(A copy of the deed to the property is attached.)

REC FEE 15.00
REC TAX 5.50
TRANS TX 12.50
DEED 0 #
TRN FRUD TL 33.00
BALANCE 405.00
#126760-0001 R01 T13:57
06/06/84

LIBER 447 PAGE 130.

This Deed,

MADE THE _____ day of _____ in the year
of our Lord one thousand nine hundred eighty-four (1984).

BETWEEN

CLARK A. YODER and VERA M. YODER, husband and wife, of Elk Lick Township,
Somerset County, Pennsylvania,

Grantors,

and

HE'S ALIVE, INC.,
a Maryland Corporation

Grantee :

WITNESSETH, that in consideration of TWENTY-FIVE HUNDRED and no/100 (\$2,500.00)-----
-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantee, its successors and assigns,

ALL THAT PIECE OR PARCEL of ground situated in Election District
No. 3, Garrett County, Maryland and more particularly described as
follows (Magnetic Meridian as of the 4th line of deed Liber No. 429,
Folio No. 262 and Horizontal Measurements being used throughout) to wit:

BEGINNING for the same at 1-1/4" iron pipe found, said point also
marks the end of the 2nd line of a deed dated January 7, 1975, Elmer S.
Yoder, et ux., et al., to Clark A. Yoder, et ux., recorded in deed Liber
No. 356, Folio No. 238, one of the Land Records of Garrett County,
Maryland, thence, by new division lines running through a part of the
whole tract of which this herein being described parcel is a part for
the next two courses and distances: (1) N 72° 40' 01" W, 271.59 feet to
a 1/2" iron pipe set, (2) S 48° 58' 32" W, 147.97 feet to a 1-1/4"
iron pipe found at the end of the 6th line of the above mentioned Clark
A. Yoder, et ux., parcel, said point also marking the beginning of the
4th line of a deed dated August 24, 1982, Samuel H. Weese, et ux., to
Sandra Sue Hershberger recorded in deed Liber No. 429, Folio No. 292,
one of the aforesaid Land Records; thence, with and binding on the
entire 6th, 5th, 4th and 3rd lines reversed of the above mentioned Clark
A. Yoder, et ux., parcel and also with and binding on the entire 4th,
5th, 6th and 7th lines of tract no. 1 of the above mentioned Sandra Sue
Hershberger deed recorded in deed Liber No. 429, Folio No. 292, the
following courses and distances: (1) S 26° 00' 00" W, 131.06 feet to a
1-1/4" iron pipe found, (2) S 87° 50' 58" E, 198.69 feet to a 1-1/4"

(Land Records) CCD 447, p. 0130, MSA_CE87_446. Date available 04/06/2006. Printed 08/11/2015.

Exd & Del to: Thomas R. Janes, Atty
6/7/84

TOGETHER with a 25 foot right of way or easement, whose southern boundary line leads from 10 foot dirt road shown on said survey print along the 7th line of the above recited deed unto Clark A. Yoder, et ux., to premises herein conveyed, as more fully appears on the said survey print, together with the right of ingress, egress and regress from said 10 foot road to the premises herein conveyed at all times and seasons for the purpose of constructing, maintaining, repairing, inspecting and reconstructing a radio transmission tower, together with guy lines and facilities such as electric and telephone lines appurtenant thereto. This right of way to be used in common with the Grantors, their heirs and assigns. The Grantee, its successors and assigns, shall keep and maintain said 25 foot right of way in at least as good a condition and state of repair as it presently exists so that farm equipment may continue to traverse said right of way as readily as heretofore. The Grantee, its successors and assigns, shall have the right to cut that portion of the hedgerow near the Southerly edge of said right of way to the extent that it is growing on said right of way or is extending over said right of way, provided, however, that they shall obtain the approval of the adjoining property owners for permission to cut such part of the hedgerow as may be on the adjoining property.

TOGETHER also with an easement to enter the residue of Grantor's premises to construct, maintain, repair, inspect and reconstruct the northern most guy wire as shown on said survey print, provided, however, the Grantee, its successors and assigns, shall return the fields and fences disturbed by the exercise of any rights hereunder to substantially the same condition in which they existed immediately prior to entry by the Grantee; and the Grantee, its successors and assigns, shall pay for any crops actually damaged in the exercise of its rights hereunder.

EXCEPTING AND RESERVING unto the Grantors, all the coal, oil, gas and other minerals, both solid and liquid, together with the usual, necessary and convenient rights to extract same provided, however, that nothing herein shall be constructed as a right to enter upon, use or otherwise interfere with the surface herein conveyed the radio transmission tower erected thereon.

Grantors also except and reserve unto themselves, their heirs and assigns, the right and privilege to disturb any or all of the 25 foot right of way in event it becomes desirable in order to extract and remove any coal or other minerals near or under said right of way, provided, however, that the Grantors, their heirs and assigns, at their own expense, furnish the Grantee, its successors and assigns, a substantially equivalent right of way during the period that the original right of way is disturbed and unable to be used by the Grantee, its successors and assigns.

As part of the consideration for this conveyance and by acceptance of this deed, the Grantee, intending to bind itself, its successors and assigns, promises and agrees as follows: (1) That the aforesaid 25 foot right of way shall be the sole route, not only for access to the premises herein conveyed, but for electric and other utility lines, (2) That no dwelling shall be erected upon the premises herein conveyed, (3) That the radio tower to be constructed on said premises shall be owned, used, managed, operated and maintained by a nonprofit corporation for a non-commercial, education broadcasting station, whose programming will emphasize moral, ethical, religious and patriotic themes and said radio station shall not be used for advertising or programming which promotes or tends to promote alcohol, tobacco, promiscuity, sacrilege or similar themes offensive to the Christian community. (4) That in the event there is a violation of the last two mentioned covenants, the premises and all rights conveyed hereunder shall automatically revert to the Grantors, their heirs and assigns, provided the Grantee, its successors and assigns, have been given written notice at the address shown on this deed or at such other address that the Grantee, its successors and assigns, may

AND the said grantors hereby covenant and agree that they will warrant ----- G E N E R A L L Y ----- the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land, and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

The preceding paragraph is inserted in compliance with Section 1 of the Act of July 17, 1957, P.L. 984, as amended, 52 P.S. 1551.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Clark A. Yoder
Clark A. Yoder
Vera M. Yoder
Vera M. Yoder, his wife.
Dewane Johnson
SEAL
SEAL
SEAL
SEAL

(Land Records) CCD 447, p. 0132, MSA_CEB7_446. Date available 04/06/2006. Printed 08/11/2015.

Agricultural Transfer Tax in the Amount of \$ 100.00
Signature Shirley Shultz

ALL TAXES PAID TO DATE

JUN 5 1984

COUNTY TREASURER

PER Dorelle Perry

MARYLAND
State of ~~Pennsylvania~~

County of ~~Somerset~~ GARRETT
On this, the 9TH

} ss.
day of MAY, 19 84, before me,

the undersigned officer, personally appeared CLARK A. YODER and VERA M. YODER, husband and wife, the above named Grantors,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein

LIBER 447 PAGE 136

REC FEE	14.00
REC. TAX	5.50
TRANS TX	12.50
DEED	0 #
TRN FRWD TL	32.00
BALANCE	45.00
#126940 0002 R01 T1553	
06/06/84	

THIS DEED, Made this 9th day of May, 1984, by and between EZRA P. YODER, of Garrett County, Maryland, party of the first part, and BETTY MARIE DURST, of Garrett County, Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), lawful money of the United States of America, well and truly paid by the said party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, all that lot, piece or parcel of land situate, lying and being in Election District No. 3, Garrett County, Maryland, and described as follows, to-wit:

BEGINNING at an iron pin at the southeasterly margin of the Hare Hollow Road, said iron pin standing South 42° 53' West 245.72 feet from a post, corner of lines of Delvin Mast (formerly Kenneth Reckart) and Ezra Yoder, at the easterly side of intersection of Hare Hollow Road and Maple Grove Road, thence through land of which this is a part, South 47° 03' East, 416.24 feet to an iron pin, thence through same, South 42° 57' West 209.37 feet to an iron pin, thence along land of Elmer Durst, North 47° 03' West 416.00 feet to an iron pin on the southeasterly margin of the Hare Hollow Road, thence along Southeasterly margin, North 42° 53' East 209.37 feet to an iron pin the place of beginning, containing 2.00 acres, more or less.

BEING part of the land conveyed by Alvin H. Yoder, et ux, to Ezra P. Yoder and Esther L. Yoder, his wife, by deed dated October 10, 1975, and recorded in Liber No. 361, folio 880 &c., one of the Land Records of Garrett County, Maryland. And, being part of the land conveyed by Ezra P. Yoder and Esther L. Yoder, his wife, to Ezra P. Yoder, by deed dated May 3, 1983, and recorded in Liber No. 434, folio 267 &c., one of the Land Records of Garrett County, Maryland.

EXCEPTING AND RESERVING, however, from the operation of this deed, unto the party of the first part, his heirs and assigns, all coal 100 feet above the vein known as Upper Freeport and all coal below said vein known as Upper Freeport, together with the right and privilege of mining and removing the same in the usual manner except by strip mining. It being understood the right to strip mine said coal is not reserved to said party of the first part.

(Land Records) CCD 447, p. 0136, MSA_CEB7_446. Date available 04/08/2006. Printed 08/11/2015.

Exd & Del to: W. Dwight Stover, Atty
6/7/84

TO HAVE AND TO HOLD the above granted property, with all and singular the appurtenances thereto, unto the said BETTY MARIE DURST, her heirs and assigns, forever in fee simple.

AND the said party of the first part covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such other and further assurances of said land as may requisite.

AFFIDAVIT OF CONSIDERATION

I, EZRA P. YODER, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of \$2,500.00.

WITNESS my hand and seal the day and year first above written.

WITNESS:

Shirley Shutt

Ezra P. Yoder
EZRA P. YODER



STATE OF MARYLAND
COUNTY OF GARRETT, to-wit:

I HEREBY CERTIFY, that on this 9th day of May, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EZRA P. YODER and acknowledged the foregoing deed to be his act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

July 2, 1986

Merle W. Baker

Notary Public

My Commission Expires

July 2, 1987

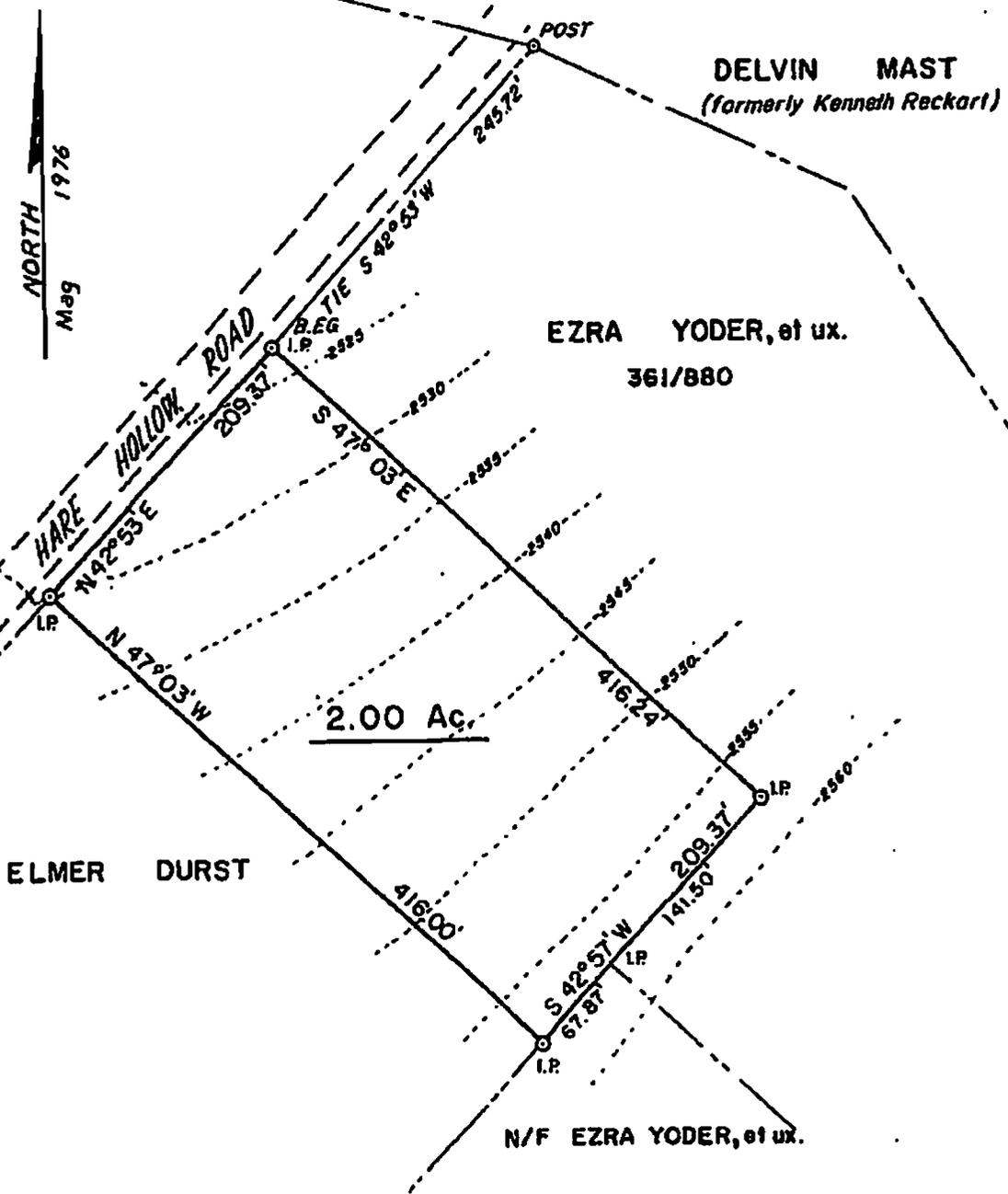
Merle W. Baker
NOTARY PUBLIC

Agricultural Transfer Tax in the

Amount of \$ 100.00

Signature Shirley Shutt

3d Records) CCD 447, p. 0137, MSA_CE87_446. Date available 04/06/2006. Printed 08/11/2015.



(Land Records) CCD 447, p. 0138, M&A_CE67_446. Title available 04/08/2006. Printed 08/11/2015.

PLAN OF PROPERTY

LOCATION — E.D. No. 3, Garrett County, Maryland

Exhibit 4

INTANGIBLE PERSONAL PROPERTY

The call sign WAIJ

The good will and going concern value of the Station

All computer software used in the operation of the Station

Any trade names trademarks (whether or not registered) used exclusively with the Station

The Station's website to the extent it is exclusive to the Station.