

ASSET PURCHASE AGREEMENT

THIS AGREEMENT entered into this 4th day of February, 2016, is made by and between Mansfield Christian School (WMVC), of Mansfield, Ohio (hereafter referred to as the "Seller"), and Runnymede Inc., an Ohio corporation (hereafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of an FCC Construction Permit for new FM Translator Station W278BS, Lucas, Ohio (WVMC) and;

WHEREAS, Buyer is an experienced broadcaster which desires to acquire the Construction Permit for the Station and all other assets of Seller pertaining thereto, including but not limited to Seller's Leasehold interests in the transmitter sites for the Station, if any, any equipment not obtained for the Station for construction, all federal, state, and local licenses, authorizations and permits, and any other tangible or intangible assets owned by the Seller as of the date hereof; and

WHEREAS, consummation of the transaction contemplated herein requires the prior consent and approval of the Federal Communications Commission;

NOW THEREFORE, in consideration of the premises, and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows;

1. DEFINITIONS. Unless otherwise stated in this Agreement, the following terms shall have the following meanings.

a. Assignment Application (or Application) refers to an application which the parties hereto will join in and file with the Commission requesting its written consent to the terms of this Agreement and the assignment of the FCC Construction Permit from Seller to Buyer.

b. Buyer means Runnymede Inc., and any corporation that is later formed to hold the Station assets.

c. Commission (or "FCC") means the Federal Communications Commission, in Washington, D.C.

d. Construction Permit means the Permit issued to Seller by the FCC conferring authorization to construct the Station, together with all modifications thereof and any other licenses held by Seller relating to the Station.

e. Closing (or Closing Date) means a date to be mutually designated by Buyer and Seller upon which this Agreement will be consummated, which date shall not be earlier than the fifth (5th) nor later than the tenth (10th) business day after the Commission's consent and approval has

become a "Final Order", as hereinafter defined or at such earlier date as the parties may mutually agree upon.

f. Closing Place means such convenient place as the parties shall mutually designate; if no other place is designated, the closing will occur at the office of the Buyer in Newark, Ohio.

g. Final Order means an Order of the Commission or its Staff pursuant to delegated authority, granting its consent and approval to the assignment of the FCC License to Buyer, which Order is no longer subject to rehearing, reconsideration or review by the Commission, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, as amended, or the Rules and Regulations of the Commission.

h. Seller means Mansfield Christian School (WVMC).

2. ASSETS SOLD AND PURCHASED. Seller, on Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer, free and clear of all liens, claims and encumbrances the construction Permit for the Station, together with any assets of Seller pertaining thereto. Without limiting the generality of the foregoing, there shall be included:

a. The Construction Permit for the Station, and unofficial copy of which is attached hereto as Appendix A and made a part hereof;

b. All of Seller's right, title and interest in and to the call letters for the Station;

c. The tangible personal property of Seller pertaining to the Station, a listing of which is set forth in Appendix B attached hereto and made a part hereof ("Personal Tangible Assets");

d. All files, books, records, engineering studies, applications to the FCC and other government agencies, business correspondence, papers and reports of Seller pertaining to the Station Permit, or copies thereof, except those corporate, financial and tax records which shall remain the property of Seller;

e. A complete set of documents required to be placed and maintained in the Public Inspection File of Seller for the Station;

f. In addition to the above, any and all easements, permits, rights-of-way, permits and consents, if any, relating to or to be used in the construction or operation of the Station.

3. EXCLUDED ASSETS. It is understood and agreed that the assets being sold to Buyer do not include cash on hand or in bank, contracts and other liabilities, accounts receivable, notes receivable or securities owned by Seller, which assets shall remain the property of Seller.

4. PURCHASE PRICE, ALLOCATION, AND METHOD OF PAYMENT

a. **Purchase Price.** The purchase price to be paid by Buyer to Seller for all of the property, assents, agreements, rights, and privileges to be acquired hereunder shall, subject to any adjustments provided for herein, shall be the sum of Forty Thousand and No/100 Dollars (\$40,000).

b. **Allocation.** Buyer will be responsible for the preparation of IRS Form 8594. The Purchase Price shall be allocated to the station assets set forth in Paragraph 2, supra.

c. **Method of Payment.** The Purchase Price shall be paid by Buyer to Seller in the following manner:

i. **Deposit.** Upon execution of this Agreement, Buyer shall send a corporate check paid to Mansfield Christian School in the amount of Five Thousand and No/100 Dollars (\$5,000). This is a non-refundable payment unless Seller, in any manner, holds up the transfer of Station to Runnymede Inc. with FCC.

ii. **Closing Payment.** At the Closing, in addition to the payment of the principal amount of the corporate check paid to Seller, the Buyer shall deliver to Seller, by corporate check to Seller, the sum of Thirty Five Thousand and No/100 Dollars (\$35,000), plus or minus the net of any adjustments or prorations provided for by this Agreement.

5. CONSENT OF THE COMMISSION.

a. **Prior Consent Required.** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the Commission.

b. **Filing and Prosecution of Assignment Application.** Upon the execution of this Agreement, Buyer and Seller will proceed to expeditiously prepare and file with the Commission the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents including such Buyer equipment deposits as may be required. The parties further agree to tender the said Application to the Commission within five (5) days of the date hereof, and thereafter to prosecute said Application with diligence, and to cooperate with each other in good faith and to use their best efforts to obtain the requisite consent and approval promptly and to carry out the provisions of this Agreement.

6. LEGAL NOTICE OF ASSIGNMENT APPLICATION. Upon the filing of the Assignment Application, Seller shall be responsible for, and shall take the necessary steps to provide, such Legal Notice concerning the filing as is required by the Rules of the Commission. Seller shall provide Buyer with evidence of Seller's compliance with the Commission's Legal Notice requirements.

7. TERMINATION OF AGREEMENT.

a. If the Commission has not acted upon and granted its consent and approval to the Assignment Application within six (6) months from the date of a Commission Public Notice announcing the application as accepted for filing, this Agreement, at the option of either Seller or Buyer, and upon ten (10) days written notice to the other party,, may be terminated, and will become null and

void; provided, however, that the party giving such notice is not in breach of any provisions of this Agreement.

8. REMEDIES OF PARTIES.

a. Buyer's Right of Specific Performance. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchase on the open market. For that reason, among other, Buyer will be irreparably damaged in the absence of its consummation. In the event of any controversy regarding the rights of buyer under this Agreement, said rights, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent. Buyer shall also be entitled to recover from Seller the costs of enforcement of its right to specific performance under this Agreement.

9. SELLER'S AFFIRMATION COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller represents and covenants to Buyer that:

a. Organization and Standing. Seller is now, and on the closing date shall be, a corporation duly organized, validly existing, and in good standing in the State of Ohio and qualified to conduct business in the State of Ohio.

b. Authorization. Seller has full power and authority to enter into this Agreement; the execution and delivery of this Agreement have been duly approved by Seller's Board of Directors and shareholders of Seller; and the Agreement constitutes a valid and binding obligation of Seller in accordance with its terms.

c. Construction Permit. Seller is now and on the Closing Date shall be the holder of the Construction Permit for the Station as defined herein and contained in Appendix A. The construction Permit are now and on the Closing Date shall be, in full force and effect unimpaired by any act or omission of Seller, its officers, directors, stockholders, employees or agents. There is not now and on the Closing Date there shall not be pending or threatened any action by the Commission to revoke, cancel, rescind, or the Construction Permit for the Station.

d. FCC Qualifications.

i. Seller is qualified under the Communications Act of 1934, as amended, and the rules and regulations of the FCC to assign the Construction Permit to Buyer.

ii. Seller does not know of any facts relating or pertaining to Seller, its officers, directors or shareholders which would cause the Commission to deny its consent to the assignment of the Construction Permit to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use all reasonable efforts and take such steps in good faith as may be reasonably necessary to remove any such impediment to the Assignment.

e. Public Inspection File. The Public Inspection File for the Station is in order and has been maintained by Seller in accordance with FCC Rules and Regulations. All reports,

applications, correspondence, contracts and other documents required to be included in the Public Inspection file of a broadcast permittee are contained in the Public Inspection File of Station. Between the date hereof and the Closing Date, Seller shall continue to keep and maintain the Public Inspection File of Station in accordance with FCC Rules and Regulations.

f. Schedule of Personal Tangible Assets. All of the Personal Tangible Assets currently owned by Seller are, without material omission, properly described and accurately listed in Appendix B attached hereto.

g. Title to Personal Tangible Assets. On the Closing Date Seller shall have good and marketable title to the Personal Tangible Assets to be assigned pursuant to this Agreement, free and clear of all liens, charges, security interests, equities, encroachments and encumbrances, except as otherwise provided herein.

h. Litigation. There is not now, and on the Closing Date there shall not be, any judgement outstanding, or any claim, litigation, proceeding or investigation pending, or to the knowledge of Seller, threatened against Seller which might result in any adverse change in the ability of Seller to perform all of its obligations under this Agreement, and Seller does not know of any facts which would form the basis for such claim, litigation, proceeding or investigation.

i. Access to Records. Between the date hereof and the Closing Date, Buyer and representatives of Buyer shall, upon reasonable notice and during regular business hours, be entitled to inspect the properties, titles, physical assets, records and affairs of the Station.

j. Insolvency. No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affection Seller, or any of its respective properties or assets are now, or on the Closing Date shall be, pending, or, to the knowledge of Seller, threatened. Seller shall not have made any assignment for the benefit of creditors, or have taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

k. Disclosure. No covenant, representation or warranty by Seller and no written statement, schedule or certificate furnished or to be furnished by it by it pursuant thereto or pursuant to the Closing hereunder contains or shall contain any untrue statement of a material fact or shall omit to state a material fact necessary to provide Buyer with complete and accurate information as to the property and other assets being sold and the leases and contracts to be assigned.

l. Compliance with Applicable Laws. All of the Personal Tangible Assets of the Station are now and on the Closing Date shall be in normal operating and repair and in conformity with all applicable laws, ordinances, regulations, rules or orders. The facilities specified in the Construction Permit proposed to be used by Station are not the subject of any official complaint or notice of violation of an applicable zoning ordinance or building code, or environmental statute, rule or regulation.

11. NEGATIVE COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.

Between the date hereof and the Closing Date, except as contemplated by this Agreement, Seller shall not, without the prior written consent of Buyer:

a. **No Holding Out for Sale.** Enter into any negotiations with any party other than Buyer for the assignment and transfer of the Construction Permit for the Station to be conveyed hereunder, or give an option to any such other party to acquire these assets.

b. **No New Indebtedness or Encumbrances.** Create or assume any new mortgage, security interest or pledge, or subject to lien or encumbrance any of the Personal Tangible Assets whether now owned or hereafter acquired. Any existing security interests or encumbrances shall be paid in full and cleared of record on or before the Closing Date;

c. **No Alienation of Station Assets.** Sell, assign, lease or otherwise assign, lease or otherwise transfer the personal Tangible Assets or Leasehold interest of Seller and Station, whether now owned or hereafter acquired, except in the normal and usual course of business in connection with the acquisition of similar assets;

d. **Failure to Perform FCC Obligations.** Seller shall not, by any act or omission of Seller, its officers, directors, employees or agents, surrender, modify or forfeit the Construction Permit or other necessary authorizations from the Commission or cause the Commission to institute any proceedings for revocation, cancellation or modification of the Construction Permit, or fail to prosecute with due diligence, or participate in the prosecution of, the Assignment Application, including all amendments thereto, as necessitated by FCC Rules and Regulations, or as requested by the Commission Staff.

11. BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Buyer covenants, represents and warrants to Seller that:

a. **Power and Authority.** The Buyer has the legal capacity and authority to enter into this Agreement; and the Agreement constitutes a valid and binding obligation of Buyer in accordance with its terms.

b. **FCC Qualifications.** Buyer has no reason to believe that the Commission will not find Buyer fully qualified to become the Licensee of Station.

c. **§73.3535 Certification; Completion of Construction.** Buyer covenants, represents and warrants that, upon the grant by the Commission of the Assignment Application for the Construction Permit, and following the consummation of the transactions contemplated by this Agreement, Buyer shall act promptly and diligently in taking all steps necessary to complete construction of the facilities authorized by the construction Permit, and thereafter to apply to the Commission for Licenses covering the constructed facilities. Buyer makes this representation with the knowledge, understanding and consent that the Commission will rely on it in acting on the Assignment Application.

12. CONDITIONS PRECEDENT TO PARTIES' OBLIGATIONS. The obligation of the parties to consummate the transactions contemplated hereby is subject to the fulfillment prior to or at the Closing Date of each of the following conditions;

a. **Commission Approval.** That the Commission shall have consented to the Assignment of the Construction Permit to buyer without condition or limitation.

b. **Taxes, Fees and Expenses.** That, except as otherwise provided herein, the Seller shall have paid at or before the Closing, all sales, documentary, transfer or other taxes or fees assessed or levied against it and owing in connection with the sale to the Buyer hereunder, together with all cost and expenses of its performance of and compliance with all agreements and covenants contained in this Agreement to be performed or complied with by it.

c. **Representations and Warranties.** That the representations and warranties of each of the parties contained in this agreement, or in any related agreement attached or delivered pursuant hereto, shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

d. **Performance.** That each of the parties shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

e. **Construction Permit.** On the Closing Date, Seller shall be the holder of valid Construction Permit for the Station. No proceedings shall be pending or threatened which might result in revocation, cancellation, suspension, or modification of the Construction Permit.

13. INDEMNIFICATION OF PARTIES.

a. Each party hereby agrees to indemnify and hold the other party harmless from and against:

i. Any and all liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to that period of time before or after the Closing Date during which time the indemnifying party had control over the Construction Permit, including, but not limited to, any and all liabilities and obligations arising or required to be performed during said period under any contract or instrument made or subscribed to by Seller and subsequently assumed by Buyer; provided there shall be no indemnification for expenses incurred in connection with formal or informal objections raised before the FCC regarding grant of Application for assignment contemplated hereunder.

b. If any claim or liability shall be asserted against one party which would give rise to a claim by or against the other party for indemnification under the provisions of this Paragraph, the first party shall promptly notify the second party in writing of the same, and the second, or indemnifying party shall, at its own expense, defend against any such claim.

14. SELLER'S PERFORMANCE AT CLOSING. On the Closing Date at the Closing Place Seller shall execute and deliver or cause to be delivered to Buyer:

- a. An assignment to Buyer of valid Construction Permit for the Station.
- b. An assignment to Buyer of all right, title and interest in and to the Call Letters of the Station.
- c. One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Personal Tangible Assets to be acquired by Buyer pursuant to the terms of this Agreement.
- d. An assignment of the Public Inspection Files of the Station, together with a Certification by Seller that all documents required to be maintained in the Public Files of the Station are included in the Public File.
- e. The files, record, studies, exhibits and other documents pertaining to the Construction Permit and Station.
- f. A copy of a Resolution of Seller's Board of Directors and shareholders, certified by Seller's Secretary, authorizing the execution, delivery and performance of this Agreement.
- g. Such other Assignments, bills of Sale, or other instruments of transfer, assignment or conveyance as may be required by Buyer to effectuate the assignment, transfer and conveyance to Buyer of all the assets, property, rights, privileges and immunities of Seller which are to be sold, transferred, conveyed and assigned to Buyer hereunder.

15. BUYER'S PERFORMANCE AT CLOSING. On the Closing Date at the Closing Place buyer shall, upon receipt of the releases assurances and other documentation provided for by this Agreement:

- a. Deliver or cause to be delivered to Seller by corporate check, funding the total aggregate amount of Thirty Five Thousands and No/1000 Dollars (\$35,000) plus or minus the net of any adjustments as provided for by this Agreement.
- b. Execute such documents as may be required in order to assume the Assumed Contracts, which Buyer had agreed to assume and perform.

16. SURVIVAL OF COVENANTS , REPRESENTATIONS AND WARRANTIES. The parties hereto understand and agree that all representations, covenants and warranties and agreements contained in this Agreement shall be deemed to be continuing and shall survive the Closing Date, the delivery of the Construction Permit and other assets to Buyer and the payment of the purchase price to Seller and shall be binding upon and inure to the benefit of all parties hereto, their heirs, executors, administrators, successors and assigns for a period of six (6) months after the Closing Date.

17. FINDERS, CONSULTANTS AND BROKERS. Seller and Buyer hereby mutually represent and warrant that there are no finders, consultants or brokers involved in this transaction, and that neither Seller nor Buyer has agreed to pay any broker's commission or finder's fee in connection with this transaction.

18. NOTICES. All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if mailed by certified mail, return receipt requested and postage prepaid, or delivered via overnight courier service, and addressed as follows:

IF TO SELLER:

Dr. Cy Smith, Superintendent
Mansfield Christian School
500 Logan Road
Mansfield, Ohio 44907

IF TO BUYER:

John Franks, President
Runnymede Inc.
1000 N. 40th Street
PO Box 1057
Newark, Ohio 43058-1057

WITH COPY TO:

Scott Saunders, General Manager
Mansfield Christian School
500 Logan Road
Mansfield, Ohio 44907

19. BENEFIT. The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

20. OTHER DOCUMENTS. The parties shall execute such other documents as may be necessary and desirable to the implementation of this Agreement and consummation of this Agreement.

21. COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

22. ENTIRE AGREEMENT. This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. Except as otherwise provided herein, no alteration, modification or change of this Agreement shall be valid unless by like instrument.

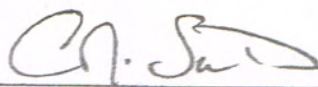
23. CHOICE OF LAW. This Agreement is made in, and shall be governed by the laws of, the State of Ohio.

[SIGNATURE PAGE, APA]

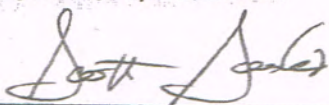
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first above written.

SELLER:

Mansfield Christian School

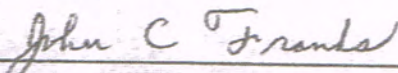
By: 

Dr. Cy Smith, Superintendent

By: 
Scott Saunders, General Manager

BUYER:

Runnymede Inc.

By: 
John Franks, President

APPENDICES

Appendix A FCC Construction Permit
 To be supplied by Seller

Appendix B Inventory of Personal Tangible Assets (if any)
 To be supplied by Seller