

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of April 22, 2016, between Bible Broadcasting Network, Inc., a Virginia not-for-profit corporation ("Seller"), and Shelby Broadcast Associates, LLC, an Alabama limited liability company ("Buyer").

Recitals

- A. Seller holds a construction permit ("Permit") to construct radio translator station W229BT (Facility ID No. 139817) (the "Station") on Channel 229 (93.7 MHz), at Montgomery, Alabama, pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC") described on *Schedule 1* attached;
- B. On April 15, 2016, Seller filed an application (FCC File No. BMPFT-20160415ABR) (the "Modification Application") with the FCC to change the operating channel of Station from 229 (93.7 MHz) to 231 (94.1 MHz) and
- C. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Permit.

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 PERMIT

1.1. Permit. 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 Permit. The Permit shall be transferred to Buyer free and clear of liens, claims and encumbrances.

1.2. Purchase Price. In consideration for the sale of the Permit to Buyer, Buyer shall pay Seller the total sum of Thirty Five Thousand Dollars (US\$35,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Buyer has deposited with Seller a non-fundable deposit of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit") which shall be held and disbursed pursuant to the terms of this Agreement.

(b) At the Closing, (i) Buyer shall pay Seller the sum of Thirty Thousand Dollars (\$30,000.00) by wire transfer of immediately available funds.

1.3. Closing. The consummation of the sale and purchase of the Permit provided for in this Agreement (the “Closing”) shall take place on the fifth 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 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.”

1.4. FCC Application.

(a) As soon as practicable (but in no event later than two (2) 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 Permit from Seller to Buyer (the “FCC Assignment Application”). The FCC’s consent to the assignment of the Permit 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.

(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) Seller agrees to cooperate with Buyer in connection with the prosecution of the Modification Application. Prosecution thereof shall be conducted solely at Buyer’s expense. Closing shall not be conditioned upon grant of the Modification Application. Seller agrees to file promptly any amendments to the Modification Application as requested by Buyer.

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 Virginia. 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 by Seller have been duly authorized and approved by all

necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto 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 Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby does 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 the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. Permit. Seller is the holder of the Permit described in *Schedule 1*. The Permit is in full force and effect until November 22, 2016, and has 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 Permit (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 Permit by or before the FCC.

2.5. [Intentionally Omitted].

2.6. [Intentionally Omitted].

2.7. Ownership of Permit. To the extent possible under FCC rules and policies, Seller has good and marketable title to the Permit, free and clear of Liens.

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 Permit. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Permit.

2.9. No Finder. 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 Buyer as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the

jurisdiction in which the Permit is located (if such qualification is necessary). Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) 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, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, 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 Buyer Ancillary Agreements 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 be the permittee of, acquire, own and operate the Permit 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 Permit prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Permit prior to Closing shall remain the responsibility of Seller as the holder of the Permit.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the Permit, (ii) file with the FCC all required reports with respect to the

Permit, (iii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Permit which are filed during such period, and (iv) not modify the Permit (except as may be requested by Buyer.) Seller further agrees to file an application for a minor modification of the Station's facilities as reasonably requested by Buyer (and any amendments thereto), provided that Buyer shall provide the engineering for such application, and pay any costs, fees or expenses associated therewith, and further provided, that the FCC's grant of such application shall not be a condition to Closing.

4.4. [Intentionally Omitted].

4.5. [Intentionally Omitted].

4.6. Risk of Loss. Seller shall bear the risk of any loss of the Permit at all times until the Effective Time, and Buyer shall bear the risk of any such loss thereafter.

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.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Permit 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.

ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1. 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 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;
- (d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date six (6) months after the date of this Agreement. In the event of termination of this Agreement under Subsections 9.1(a), (b) or (d) hereof, the Earnest Money Deposit shall be refunded to Buyer; and
- (e) in the event of a breach by Seller of any of its representations, warranties or covenants not cured during the Cure Period, Buyer shall be entitled to recover the Earnest Money Deposit. Alternatively, Buyer may seek specific performance of this Agreement, which the parties acknowledge would be suitable due to the unique nature of the Permit; or
- (f) in the event of a breach by Buyer of any of its representations, warranties or covenants not cured during the Cure Period (except a payment default, which is not subject to the Cure Period), Seller will entitled to the Earnest Money Deposit.

Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. 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. Notwithstanding anything contained herein to the contrary, Sections 4.1 (Confidentiality) and 9.7 (Expenses) shall survive any termination 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. 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 any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. 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.

9.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Alabama without giving effect to the choice of law provisions thereof.

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

9.7. 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, except that the FCC filing fees with respect to the request for FCC Consent shall be paid by Buyer.

9.8. Entire Agreement. This Agreement (including the Exhibits and 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.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

SELLER:

BIBLE BROADCASTING NETWORK, INC.

By: 

Name: Carl Redemann
Title: Executive Director

BUYER:

SHELBY BROADCAST ASSOCIATES, LLC

By: _____
Name:
Title:

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

SELLER: **BIBLE BROADCASTING NETWORK, INC.**

By: _____
Name: Carl Redemann
Title: Executive Director

BUYER: **SHELBY BROADCAST ASSOCIATES, LLC**

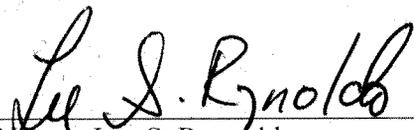
By:  _____
Name: Lee S. Reynolds
Title: Partner

EXHIBIT A

Notices to Seller:

Bible Broadcasting Network, Inc.
11530 Carmel Commons Boulevard
Charlotte, NC 28226
Attention: Michael Raley

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

Gary S. Smithwick, Esquire
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016
Facsimile: (202) 363-4266
Email: gsmithwick@fccworld.com

Notices to Buyer:

Shelby Broadcast Associates, LLC
5256 Valley Brook Terrace
Birmingham, AL 35244
Attention: Lee Reynolds

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

Mark N. Lipp, Esq.
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Facsimile: (202) 719-7049
Email: mlipp@wileyrein.com

SCHEDULE 1

Copy of FCC FM Broadcast Translator Construction Permit
File No. BNPFT-20130813ACB
Channel 229, Montgomery, AL, or as modified
W229BT
FACILITY ID NO. 139817