

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 21, 2015 by and between Timber Ridge Ministries, Inc., ("Seller") and Pointfm Ministries, Inc., ("Buyer").

### Recitals

A. Seller owns and operates the following radio broadcast station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WVRS (FM), Gore, Virginia (Facility ID# 122630)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

### 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 ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined in Section 1.5), 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 all assets and properties of Seller, real and personal, tangible and intangible, that are used in the operation of the Station (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses") including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller's equipment Station, transmitter, antennas, cables, and other tangible personal property that is used in the operation of the Station (the "Tangible Personal Property");

(c) all of Seller's real property used in the operation of the Station, including without limitation those listed on *Schedule 1.1(c)* (the "Real Property"); and

(d) Seller's rights in and to the Station's local public file and engineering data.

With the exception of the Liberty University debt, the Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances. The parties agree and understand that all Station Assets to be sold are in an **as-is-where-is condition**.

1.2 **Purchase Price**. The purchase price to be paid by Buyer to Seller for all of the property, assets, contracts, rights, privileges and immunities to be acquired hereunder shall, subject to the adjustments provided for below, be the sum of **Twenty-Five Thousand Dollars (\$25,000.00)**, (the "**Purchase Price**").

1.3 **Method of Payment**. The Purchase Price shall be paid as follows:

(a) **Cash at Deposit**. **Five Thousand Dollars (\$5,000.00)**. This Deposit is non-refundable, and will be applied to the Purchase Price at Closing.

(b) **Consideration at Closing – Secured Promissory Note**. **Twenty Thousand Dollars (\$20,000)** at five percent annual interest (5%) with equal payments of **\$500.00** per month for twenty-four (24) months with a balloon payment at the end of the Promissory Note ("Note") term of \$9,545.47. A draft copy of the Promissory Note (the "Note") and Security Agreement are set forth in *Schedule 1.3(b)*.

1.4 **Intentionally Left Blank**.

1.5 **Closing**. The consummation of the this transaction (the "**Closing**") shall take place on or before the tenth (10<sup>th</sup>) business day after the date of the FCC Consent pursuant to the FCC's "initial order"(the "**Closing Date**").

1.6 **FCC Consent**. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "**FCC Application**") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "**FCC Consent**".

## ARTICLE 2: **SELLER REPRESENTATIONS AND WARRANTIES**

Seller makes the following representations and warranties to Buyer, subject to the Trust:

2.1 **FCC Licenses**.

Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

2.2 **Personal Property**. *Schedule 1.1(b)* contains a list of the items of Tangible Personal Property included in the Station Assets. Said Property is sold "**as-is-where-is**".

2.3 **Real Property**. *Schedule 1.1(c)* includes a copy of the Tower Site Lease.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing as a nonprofit corporation under the laws of the Commonwealth of Virginia.

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.

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

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

### ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

- (a) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses; and
- (b) maintain the Tangible Personal Property in the ordinary course of business.

### ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows,

5.1 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.2 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of the holder of the FCC Licenses.

5.3 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

#### ARTICLE 6: 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):

6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

#### ARTICLE 7: 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):

7.1 Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained.

## ARTICLE 8: CLOSING DELIVERIES

### 8.1

(a) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(b) an assignment and assumption of Transmitter Site Lease;

(c) a bill of sale conveying the other Stations Assets from the Seller to Buyer; and

(d) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Stations Assets from the respective Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) a Promissory Note with Security Agreement; and

(b) an assignment and assumption of Transmitter Site Lease; and

(c) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Stations Assets from the respective Seller to Buyer.

## ARTICLE 9: SURVIVAL

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of six (6) months from the Closing Date.

## ARTICLE 10: MISCELLANEOUS

10.1 Expenses. Buyer shall be responsible for prudent costs and expenses incurred by it in connection with the negotiation, preparation, filing and performance of and compliance with the terms of this Agreement.

10.2 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.

10.3 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 follows (or to such other address as any party may request by written notice):

If to Seller: Timber Ridge Ministries, Inc.  
2413 Valley Ave  
Winchester VA 22601  
Attn: Rick Choy, Vice President

If to Buyer: Pointfm Ministries, Inc.  
221 Nightingale Avenue  
Stephen City, VA 22655  
Attention: Rich Bruce Clemenson, President

10.4 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.

10.5 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, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect.

10.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

10.7 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

10.8 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

10.9 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.

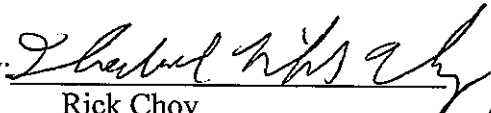
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

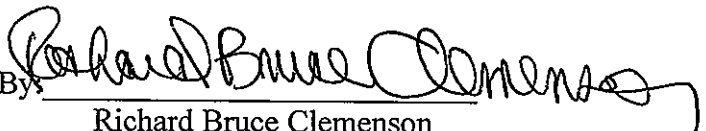
**SELLER:**

**Timber Ridge Ministries, Inc.**

By:  V.P.  
Rick Choy  
Vice President 11/24/15

**BUYER:**

**Pointfm Ministries, Inc.**

By:   
Richard Bruce Clemenson  
President  
11/24/15