

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 11th day of September, 2015 by and between **The Evans Broadcast Company, Inc.** ("Buyer"), and **Your Christian Companion, Inc.** ("Seller").

WHEREAS, Seller currently holds a license ("License") issued by the Federal Communications Commission ("FCC" or "Commission") for FM Translator K287BK, Verdi, Nevada, FCC Facility ID No. 156756 ("Station");

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the License and any associated equipment and contract rights associated thereto; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transaction contemplated herein is required.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the rights to the License as indicated on the attached Attachment A, as follows:

(a) Purchase Price. The Purchase Price for the License and associated rights are indicated on the attached Attachment A. The Purchase Price shall be payable in immediately available funds in the form of wire transfer, cashiers check or certified check.

(b) Closing. Buyer will close the transaction and pay the Purchase Price within five (5) business days of final FCC approval (the "Closing Date"). Buyer may, however, waive "finality" and, if so, designate an earlier Closing Date following the release of a Public Notice by the Commission that the Application has been approved. Counsel for Buyer will prepare and file the necessary FCC Form 345 Assignment of License Application to seek FCC approval for the assignment of the license within seven (7) business days of the execution of this agreement. Buyer or Buyer's counsel will fully cooperate with Seller's counsel in the preparation and filing of the application by providing all information needed by Buyer's counsel immediately after the execution date hereof. The FCC application filing fee shall be paid by Buyer.

2. FCC Qualifications. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Licensee and to hold the FCC authorizations which is the subject of this Agreement and that the station

that the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver request. Seller agrees to cooperate with any filings made with the FCC seeking to relocate the Station. All costs attendant to any such filings shall be paid by Buyer. Seller represents and warrants that it has not received interference complaints from other broadcasters regarding its operations of the Station. The Buyer represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed license assignment application.

3. Attorney Fees, Transfer Fees, Taxes and Broker Fees. 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. Buyer shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement. The Parties agree and understand that the only broker involved with this transaction is The Exline Company and its fee shall be the sole responsibility of Buyer.

4. Indemnification. (a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest,

penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to Seller's ownership of the Station prior to the Closing (b) Following the Closing, Buyer shall indemnify, defend and hold harmless Seller with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership of the Station subsequent to the Closing.

5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC twelve (12) months from the date written above, then either Seller or Buyer may, so long as it is not in material default, terminate this Agreement.

6. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Nevada. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Nevada. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

SELLER: **YOUR CHRISTIAN COMPANION, INC.**

By: *Shirley Garner*
Shirley Garner

BUYER: **THE EVANS BROADCAST COMPANY, INC.**

By: _____
Jerry Evans
President

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

SELLER: **YOUR CHRISTIAN COMPANION, INC.**

By: _____
Shirley Garner

BUYER: **THE EVANS BROADCAST COMPANY, INC.**

By:  _____
Jerry Evans
President

ATTACHMENT A

License

Location, Facility ID Number	Permit Status
K287BK, Verdi, Nevada (FAC: 156756)	Exp. Date

The total consideration for the License and associated assets is **One Thousand Five Hundred Dollars (\$1,500)**. Payment shall be made by cashier's check, certified check or wire transfer of funds.