

## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, dated as of February 26, 2016 (this "Agreement"), by and among REACH COMMUNICATIONS, INC., a Florida non-profit corporation ("Seller"), and RADIO TRAINING NETWORK, INC., a Georgia non-profit corporation ("Buyer").

### **WITNESSETH:**

WHEREAS, Seller is the licensee of the FM translator station W209BW (FIN: 155456), Dunnellon, Florida (the "Station");

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission ("FCC"), Buyer desires to acquire and Seller desires to sell and assign certain assets and the FCC license associated with the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **1. Sale of Assets.**

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase, assume and receive from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are held by Seller and used or useful in connection with the operation of the Station, including without limitation (the "Seller Assets") (but excluding the Excluded Assets described in subparagraph (iii) below):

(i) All equipment and other tangible personal property used or useful in the conduct of the business or operations of the Station (the "Tangible Personal Property"), (together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date), identified on Schedule 1 hereto;

(ii) The license and other authorizations for the Station issued by the FCC ( the "FCC Licenses"), along with all other licenses, permits, authorizations or approvals issued to Seller by any other federal, state or local governmental authorities, including the Federal Aviation Administration (the "FAA"), if any, in connection with the conduct of the business or operations of the Station identified on Schedule 2 hereto;

(iii) All of Seller's right, title and interest in and to any leasehold interests in real property (the "Station Lease") used or useful in the conduct of the operations of the Station, as identified on Schedule 3 hereto; and

(b) The Seller Assets shall be transferred to Buyer "as is, where is," subject only to the express representations and warranties of Seller made in Section 5 hereof.

(c) Except as expressly set forth herein, Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any Seller employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "Seller Retained Liabilities."

(d) The following assets and associated liabilities relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to Buyer (the "Seller Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, leases (other than the leases described in Schedule 3) and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller;

(iii) All deposits and all prepaid expenses and taxes;

(iv) Seller's corporate records; and

(v) Any and all assets used and useful in the operation of any of Seller's stations or other operations other than the Station.

## 2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement and in consideration of the sale of the Seller License and Assets to Buyer, the purchase price for the Seller Assets shall be One Thousand Dollars (\$1,000.00) (the "Purchase Price"), which shall be payable by Buyer to Seller in cash or immediately available funds on the Closing Date.

(b) Buyer shall pay all FCC filing fees for or associated with the Assignment Application and any fees required to obtain the consent of any third party required for the transactions contemplated hereby, including without limitation the "Licensor" under the Station Lease or any governmental authority of competent jurisdiction.

(c) The parties agree to prorate all other expenses arising out of the operation of the Station which is incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated may include, but are not limited to, power and utilities charges, real and personal property taxes upon the basis of the most recent tax bills and information available, rent, security deposits (to the extent any such deposit is assigned to the

benefit of the other party hereunder), and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date.

3. **FCC Consent; Assignment Application.** At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (an "Assignment Application") requesting its consent (the "FCC Consent") to the assignment from Seller to Buyer of the Station Authorization. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") which shall be no later than ten (10) business days following the date on which the FCC Consent is granted by the FCC's staff; provided, if any petition to deny or informal objection was filed against the Assignment Application, Buyer shall have the option, upon notice to Seller, to delay Closing until the FCC Consent has become a Final Order (as hereinafter defined). For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by electronic delivery of documents and funds, or in such other manner as mutually agreed upon by the parties.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer which shall be true as of the date hereof and on the Closing Date:

(a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and each ancillary document and instrument to be executed and delivered hereunder (the "Transaction Documents") has been and will be duly and validly executed and delivered by Seller and constitutes and will constitute the legal, valid and binding agreement of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of each of Seller, or (ii) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent and the Licensor under the Station Lease.



(c) Schedule 1 hereto contains a list of all material tangible personal property and assets owned or leased by Seller for use in connection with the Station. Seller owns and has, and will have on the Closing Date, good and marketable title to, or valid leasehold in, all such property. Except for the express warranty provided in the foregoing sentence, the Tangible Personal Property is conveyed "as is, where is."

(d) Schedule 2 hereto contains a true and complete list of the FCC Licenses and all other permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station as operated on the date hereof. Seller is the authorized legal holder of all FCC Licenses identified on Schedule 2 hereto, none of which is subject to any restrictions or conditions that would limit in any respect the broadcast operations of the Station, except such conditions that are applicable to FM translator stations generally or are stated on the face thereof and as identified on Schedule 2 hereto. The FCC Licenses are validly issued and are in full force and effect, unimpaired by any act or omission of Seller. Other than the proceedings affecting the radio broadcasting industry generally, (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of the FCC Licenses, and (ii) Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Station or Seller with respect to the Station. Seller has timely filed with the FCC all material reports required to be filed for or in connection with the Station and has timely paid any fines or forfeitures due to the FCC with respect to the Station.

(e) Schedule 3 hereto contains a complete description of the Station Lease, which constitutes all Seller real property leased by Seller in connection with the Station. Seller has valid leasehold interest in the Station Lease described on Schedule 3, free and clear of all Liens, and to Seller's knowledge, no party is in material breach or default with respect thereto. There is full legal and practical access to the premises covered by the Station Lease for the operation of the Station as conducted on the date hereof, and all utilities necessary for Seller's use thereof are installed and are in good working order and are subject to valid easements, where necessary. Except as for the foregoing express warranties, the Station Lease and all of Seller's right and interest thereunder are conveyed "as is, where is."

(f) There is no broker or finder fee in connection with this Agreement and/or the transactions contemplated hereby as a result of this agreement, understanding or action by Seller.

(g) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Seller, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Seller, or the Station that could prevent or materially impede the consummation by Seller of the transactions contemplated by this Agreement.

(h) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY GIVEN IN THIS SECTION 5, SELLER SHALL CONVEY THE STATION AND

SELLER ASSETS "AS IS, WHERE IS," AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE STATION OR THE SELLER ASSETS. SELLER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller which shall be true as of the date hereof and on the Closing Date:

(a) Buyer is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia, and is, or as of the Closing Date will be, authorized to transact business in the State of Florida. Buyer has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. The Transaction Documents have been and will be duly and validly executed and delivered by Buyer and constitutes and will constitute the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Buyer will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent and the consent of the Licensor under the Station Lease.

(c) Buyer is legally, technically and financially qualified to acquire and hold the FCC Licenses, and knows of no reason why the FCC would not grant the FCC Consent. Buyer is financially qualified to perform its obligations hereunder, including, without limitation, to pay the Purchase Price at Closing.

(d) There is no broker or finder fee in connection with this Agreement and/or the transactions contemplated hereby as a result of this agreement, understanding or action by Buyer.

(g) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer that could prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement.

7. **Seller Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, it shall act in accordance with the following:



(a) Seller shall operate the Station only in the ordinary course of business and in accordance with past practice, and Seller will not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Seller Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any lien on the Seller Assets.

(b) Seller shall operate the Station in material compliance with applicable law, including without limitation the rules and regulations of the FCC.

(c) Seller shall maintain the Tangible Personal Property in accordance with past practice and replace any of such property which shall be lost, stolen or destroyed with like property of substantially equivalent kind and value.

(d) Seller has and shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Seller Assets.

(e) Seller shall use commercially reasonable efforts to obtain consent for the assignment of the Station Lease; provided that Buyer shall cooperate to obtain any such consent, including without limitation by providing such financial data, credit information and other information as requested by the Licensor under the Station Lease, and Buyer shall pay any fee associated with obtaining such consent.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted;

(v) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(v) Buyer shall have tendered all deliveries required by Section 10(b).

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted, and, if a petition to deny or other protest had been filed against the Assignment Application, such FCC Consent shall have become a Final Order;

(iv) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(v) Seller shall have obtained the necessary consent to assignment of the Station Lease from the Licensor thereof, if required, and subject to Buyer's obligation to cooperate in obtaining such consent; and shall have delivered to Buyer on or before the Closing Date such consent in customary form executed by such Licensor; and

(vi) Seller shall have tendered all deliveries required by Section 10(a).

10. **Closing Deliveries.**

(a) At the Closing, Seller will execute and deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) A Bill of Sale and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the Seller Assets and effectively vest in Buyer good and marketable title to the Seller Assets;

(ii) An Assignment and Assumption of the FCC Licenses;

(iii) An Assignment and Assumption of the Station Lease;



(iv) Consents to assignment (if required) from the Licensor under the Station Lease; and

(v) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance reasonably satisfactory to Buyer and its counsel.

(b) At the Closing, Buyer shall deliver to Seller the following, each of which shall be in form and substance reasonably satisfactory to Seller and its counsel:

(i) The the Purchase Price, delivered in accordance with instructions from Seller to Buyer;

(ii) A countersigned Assignment and Assumption of the FCC Licenses;

(iii) A countersigned Assignment and Assumption of the Station Lease; and

(iv) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance reasonably satisfactory to Seller and its counsel.

11. **Survival.**

The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

12. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if any of the Assignment Application is designated for hearing or denied by Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within one year of the date the Assignment Application is filed with the FCC.

13. **Specific Performance.** The parties acknowledge that the Station is a unique asset not readily available on the open market and that in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to the other party as to which money damages would be difficult to quantify and which alone will



not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure Seller to perform its obligation to convey the assets in connection with the consummation of the transaction contemplated hereby, Buyer shall be entitled to elect to obtain specific performance of the terms of this Agreement, in lieu of any other remedy available to it hereunder, at law or in equity, without the necessity of posting bond.

14. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Reach Communications, Inc.  
Attn: Rick Reynolds  
2701 West Cypress Creek Road  
Fort Lauderdale, Florida 33309  
Email: [rick@calvaryfl.org](mailto:rick@calvaryfl.org)

With copies (which shall not constitute notice) to:

Dawn M. Sciarrino  
Sciarrino & Shubert, PLLC  
Prior to 3/1/2016: 5425 Tree Line Drive  
Centreville, VA 20120  
After 3/1/2016: 4601 N. Fairfax Drive  
Suite 1200  
Arlington, VA 22203  
Email: [dawn@sciarrinolaw.com](mailto:dawn@sciarrinolaw.com)

and

Paul R. Alfieri, General Counsel  
Reach Communications, Inc.  
2401 West Cypress Creek Road  
Fort Lauderdale, FL 33309

If to Buyer, to:

Radio Training Network, Inc.  
Attn: James L Campbell, President  
P.O. Box 7217  
Lakeland, FL 33807-7217

Email: gosrad@aol.com (Jim Campbell)

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without giving effect to the choice of law principles thereof.

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile and electronic signatures shall be treated as originals for all purposes.

18. **Expenses.** Except as otherwise set forth in this Agreement, each party hereto 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.

19. **Risk of Loss.** The risk of any loss, taking, condemnation, damage or destruction of or to any of the Seller Assets related to the Station (each, an "Event of Loss") on or prior to the Closing Date shall be upon the party then owning such assets and the risk of any Event of Loss subsequent to the Closing Date shall be upon the party acquiring such assets.

20. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

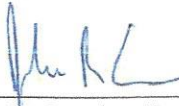
21. **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.



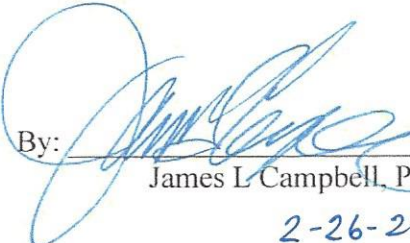
**THE NEXT PAGE IS THE SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

**REACH COMMUNICATIONS, INC.**

By:   
Douglas R. Sauder, President

**RADIO TRAINING NETWORK, INC.**

By:   
James L. Campbell, President  
2-26-2016 