

## **EXCHANGE AGREEMENT**

This EXCHANGE AGREEMENT (the “Agreement”) is made and entered into as of March 28, 2016 (the “Effective Date”), by and between FAMILY LIFE MINISTRIES, INC. a New York non-profit corporation (“FAMILY LIFE”); FOXFUR COMMUNICATIONS, LLC, a New York limited liability company (“FOXFUR”) and WOLF Radio, Inc., a New York corporation (“WRI”). FAMILY LIFE, FOXFUR, and WRI are referred to herein as a “Party” and collectively as the “Parties”. FOXFUR and WRI are referred to jointly as (“FOXFUR/WRI”) or separately as may be necessary.

### **RECITALS:**

WHEREAS, FAMILY LIFE has a received a grant of its assignment application to acquire the license for FM Station WSEN-FM, Baldwinsville, NY (Facility ID No: 7716) on Channel 221B1 (File No. BALH-20151230AAA); and is the licensee of FM Translator W207BH, Baldwinsville, NY (Facility ID No. 93092) on Channel 207, pursuant to authorization issued by the Federal Communications Commission (the “FCC”) (together, the “FAMILY LIFE STATIONS”);

WHEREAS, FOXFUR is licensee of FM stations; WOLF-FM, Deruyter, NY (Facility ID No. 22134) on Channel 286B; and FM Translator W252AC, Fairmount, NY (Facility ID No. 25016) on Channel 252, pursuant to authorization issued by the FCC;

WHEREAS, WRI is licensee of FM station WWLF-FM, Oswego, NY (Facility ID No. 5344) on Channel 244A pursuant to authorization issued by the FCC (WOLF-FM, W252AC, and WWLF-FM together as, the “FOXFUR/WRI STATIONS”);

WHEREAS, FAMILY LIFE wishes to assign WSEN-FM to FOXFUR, once the FCC releases a Final Action, and W207BH to FOXFUR in exchange for, WOLF-FM, W252AC, and WWLF-FM subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, FOXFUR/WRI wishes to assign WOLF-FM, W252AC and WWLF-FM to FAMILY LIFE in exchange for WSEN-FM, once the FCC releases a Final Action, and W207BH, subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, the Parties contemplate filing FCC Form 345 to assign, and FCC Form 349 to modify the authorizations and/or locations of the FM Translators W207BH and W252AC, and consent of the FCC is required prior to the modification of these stations;

WHEREAS, FOXFUR, will, at its own cost, prepare an application for WSEN-FM to file a 301 for auxiliary operation so Foxfur can implement HD operation for WSEN-FM in order to continue operation of Foxfur’s, and/or its commonly-owned, FM translators to remain in operation after Closing; and

WHEREAS, the consent of the FCC is required prior to the assignments of the FOXFUR/WRI STATIONS and the FAMILY LIFE STATIONS; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein, the parties agree as follows:

## **SECTION 1: EXCHANGE OF STATIONS**

### **1.1 Transfer of FOXFUR/WRI Stations and Assumption of Liabilities.**

(a) Subject to the provisions of this Agreement, FOXFUR/WRI agrees to convey, transfer, assign and deliver to FAMILY LIFE, and FAMILY LIFE agrees to acquire and accept from FOXFUR/WRI, on the Closing Date (as defined in Section 1.6 hereof), all the licenses, permits and other authorizations issued to FOXFUR/WRI by the FCC used in the operation of the FOXFUR/WRI Stations, except for all the rights in and to the call letters, all as set forth on Exhibit 1.1(a) hereto (the "FOXFUR FCC Authorizations"), free and clear of all liens, deeds of trust, security interests, pledges and encumbrances of any kind or type whatsoever (collectively, "Liens"); and

(b) the transmitters, and other tangible personal property used in the operation of the FOXFUR/WRI Stations, all as set forth on Exhibit 1.1(b) hereto (the "FOXFUR/WRI Tangible Property"), free and clear of all Liens; and

(c) all of FOXFUR's right, title and interest in the real property used in the operation of WOLF-FM described and identified on Exhibit 1.1(c) hereto (the "FOXFUR Real Property"), free and clear of all Liens and mortgages, and all of WRI's right, title and interest in the real property held for use as the permanent transmitter site for WWLF-FM described and identified on Exhibit 1.1(c) hereto (the "WRI Real Property");

(d) a rent-free right, though FAMILY LIFE is responsible for electricity costs, to use the temporary transmission Special Temporary Authority ("STA") site currently for WWLF-FM after the Closing for thirty-six (36) months, or until such earlier time as FAMILY LIFE completes construction of a new tower at the WWLF-FM licensed, permanent transmitter site ;

(e) a right, to use the W252AC licensed transmission site for a period of no greater than six (6) months following the Closing for five hundred dollars (\$500) per month, plus electricity costs.

(f) FAMILY LIFE does not hereby, and shall not have any obligation to, assume or undertake any obligations or liabilities of FOXFUR/WRI. The assets to be transferred in this Section 1.1 are referred to herein as the FOXFUR/WRI Station Assets.

### **1.2 Transfer of WSEN-FM and W207BH and Assumption of Liabilities.**

(a) Subject to the provisions of this Agreement, FAMILY LIFE agrees to convey, transfer, assign and deliver to FOXFUR, and FOXFUR agrees to acquire and accept from FAMILY LIFE, on the Closing Date (as defined in Section 1.6 hereof), all the licenses, permits and other authorizations issued to FAMILY LIFE by the FCC used in the operation of

the FAMILY LIFE Stations, including, all the rights in and to the call letters, all as set forth on Exhibit 1.2(a) hereto (the “FAMILY LIFE FCC Authorizations”), free and clear of Liens; and

(b) The transmitter, and other tangible personal property used in the operation of the FAMILY LIFE Stations, all as set forth on Exhibit 1.2(b) hereto (the “FAMILY LIFE Tangible Property”), free and clear of Liens; and

(c) All of FAMILY LIFE’s leasehold interests and rights for WSEN-FM, as acquired at the WSEN-FM Acquisition Closing (as described in the December 15, 2015 Asset Purchase Agreement Between Leatherstocking Media Group, Inc. and Family Life Ministries, Inc, attached as Exhibit 6.)

(d) In the event to this entire Agreement does not close, FAMILY LIFE agrees to negotiate in good faith with FOXFUR/WRI for the separate right to purchase W207BH for a mutually agreeable price.

(e) FOXFUR/WRI does not hereby, and shall not have any obligation to, assume or undertake any obligations or liabilities of FAMILY LIFE. The assets to be transferred in this Section 1.2 are referred to herein as the FAMILY LIFE Station Assets.

**1.3 Exchange.** Subject to the provisions of this Agreement, on the Closing Date, the FOXFUR/WRI Station Assets will be exchanged for the FAMILY LIFE Station Assets. The transfers described in this Article 1 are part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate exchanges by FAMILY LIFE and FOXFUR/WRI of like-kind personal and real properties pursuant to and in accordance with the provisions of Section 1031 of the Internal Revenue Code, and to the extent possible, state tax statutes. No cash consideration is included in the transactions described in this Article 1.

**1.4 Assignment.** This Agreement contemplates the successful assignment of WSEN-FM from Leatherstocking Media Group, Inc. (“Leatherstocking”) to FAMILY LIFE. A Final Action approving the assignment of WSEN-FM is a non-waivable prerequisite to the transaction.

**1.5 Time Brokerage Agreement.** This Agreement contemplates that the Parties will successfully implement cross-time brokerage agreements, the form of which is attached as Exhibit 1.5 hereto, and the commencement date of which shall be on a mutually agreed to date after the WSEN-FM Acquisition Closing.

**1.6 Time, Place, and Date of Closing.** The closing of the transfer and assignment of the FOXFUR/WRI Station Assets and FAMILY LIFE Station Assets (the “Closing”) shall take place within ten (10<sup>th</sup>) business days after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against either Assignment Application (defined below), in which event the Closing shall take place within ten (10<sup>th</sup>) business days after the date the FCC Consent becomes a Final Action (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to this Agreement (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.” For purposes of this Agreement, a Final Action

means a decision by the FCC or a court of competent jurisdiction, as modified or supplemented upon reconsideration or review by the FCC or a court of competent jurisdiction, that is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction because the time periods for seeking or initiating such reconsideration or review under applicable law and government regulation have expired without any such request for reconsideration or review having been filed.

**1.7 Closing.** At the Closing, each transferring Party shall deliver to the transferee such instruments of conveyance, transfer, and assignment, in form and substance reasonably satisfactory to such transferee and its counsel, as shall be sufficient to convey, transfer and assign to such transferee all of such transferring Party's right, title and interest in and to all the to-be-transferred assets under Sections 1.1 and 1.2 of this Agreement, in each case free and clear of all Liens or mortgages, such instruments to include certifications as to the continued accuracy of each party's representations, warranties and the fulfillment of covenants hereunder; bills of sale; assignments; and with respect to the FOXFUR and WRI related Real Property, warranty deeds, in each case in form consistent with the terms of this Agreement and satisfactory to counsel for either party.

**1.8 Covenants To Be Performed After the Closing.** After Closing, each Party shall, from time to time upon another Party's request, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further deeds, assignments, documents, instruments, transfers, conveyances, discharges, releases, assurances and consents, and to take or cause to be taken such further actions, as such other Party may reasonably request to carry out the transactions contemplated by, and the purposes of, this Agreement.

**1.9 Termination.**

(a) This Agreement may be terminated at any time prior to the consummation of the Closing by:

(i) Automatically, if FAMILY LIFE's acquisition of WSEN-FM (the "WSEN-FM Acquisition Closing") does not occur;

(ii) if the FCC rejects the cross-time brokerage agreement that is a condition to this transaction, either Party may cancel the Agreement;

1. Prior to canceling the Agreement, the Parties shall use best efforts to modify the TBA as expeditiously as possible if FCC rejects or has any problem with it, or the Parties anticipate any issues based on their own findings.

(iii) the mutual written consent of all of the Parties;

(iv) FOXFUR/WRI, if FAMILY LIFE shall have breached any of its representations, warranties or obligations hereunder which are qualified by a standard of materiality, or if FAMILY LIFE shall have breached in any material respect any other representation, warranty or obligation hereunder and, in either case, such breach shall not have

been cured in all material respects or waived prior to the earlier of the Closing Date or within thirty (30) days after FOXFUR/WRI has given written notice to FAMILY LIFE of such breach;

(v) FAMILY LIFE, if FOXFUR/WRI shall have breached any of its representations, warranties or obligations hereunder which are qualified by a standard of materiality, or if FOXFUR shall have breached in any material respect any other representation, warranty or obligation hereunder and, in either case, such breach shall not have been cured in all material respects or waived prior to the earlier of the Closing Date and thirty (30) days after FAMILY LIFE has given written notice to FOXFUR/WRI of such breach;

(vi) either Party, by written notice to the other, if the Closing has not been consummated on or before the date twelve (12) months after the date of this Agreement; or

(vii) FAMILY LIFE, if FAMILY LIFE is unable to obtain a standard policy of title insurance for the FOXFUR and WRI related Real Property being acquired hereunder.

(b) In the event of the termination of this Agreement by a Party pursuant to this Section, written notice thereof shall promptly be given by such terminating Party to the other Party and, except as otherwise provided herein, this Agreement shall become null and void and of no further force or effect as to any transactions that remain to be consummated and any remaining liabilities and obligations of the Parties under this Agreement.

(c) In the event of the termination of the Agreement pursuant to Section 1.9(v) or (vi), the non-terminating Party may bring an action for specific performance. Both Parties hereby acknowledge that the FOXFUR/WRI Station Assets and FAMILY LIFE Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate under such circumstances.

(d) Notwithstanding the provisions of Sections 1.8(a) and (b) above, no Party may terminate this Agreement if such Party (or a Party affiliated with it) is in material default hereunder, or if a delay in any decision or determination by the FCC respecting an Assignment Application has been caused or materially contributed to (i) by any failure of such Party (or a Party affiliated with it) to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such Party (or a Party affiliated with it) of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by such Party (or a Party affiliated with it) or such Party's (or a Party affiliated with it) failure to act for the purpose of delaying the FCC's decision or determination respecting an Assignment Application.

## **SECTION 2: REPRESENTATIONS AND WARRANTIES OF FAMILY LIFE**

In order to induce FOXFUR/WRI to enter into this Agreement, FAMILY LIFE represents and warrants to FOXFUR/WRI that:

**2.1 Organization.** FAMILY LIFE is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation/organization and has requisite corporate power and authority to enter into and perform this Agreement.

**2.2 Authority.** The execution, delivery and performance of this Agreement has been duly authorized and approved by all necessary corporate action of FAMILY LIFE. This Agreement is a legal, valid and binding agreement of FAMILY LIFE enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

**2.3 Binding Effect.** This Agreement constitutes, and upon execution and delivery the other FAMILY LIFE Agreements to which FAMILY LIFE is a party will constitute, its legal, valid, and binding obligations enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally.

**2.4 No Violation / No Conflict.** Subject to the consents and approvals of the FCC referred to in Section 4.1, neither the execution and delivery by FAMILY LIFE of this Agreement and the FAMILY LIFE Agreements to which it is a party, nor compliance by it with any of the provisions hereof, nor the consummation of the transactions contemplated hereby or thereby, will (i) violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, (ii) violate any provision of its articles of incorporation, bylaws, articles of organization or operating agreement, as the case may be, or (iii) conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under any agreement or instrument to which it is a party or by which or to which it or any of its assets are subject or bound.

**2.5 Licenses.** The FAMILY LIFE FCC Authorizations are held by FAMILY LIFE, and have been issued for the terms specified on Exhibit 1.2(a) hereto. The FAMILY LIFE FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of FAMILY LIFE, threatened before the FCC relating to the operation of the FAMILY LIFE Stations other than those affecting the broadcasting industry generally.

**2.6 Contracts and Leases.** FAMILY LIFE will remain responsible for (i) any and all contracts, contracts of insurance and insurance proceeds of settlement and insurance claims made by FAMILY LIFE relating to property or equipment repaired, replaced, restored by FAMILY LIFE prior to the Closing Date. FAMILY LIFE will remain responsible for fulfilling its obligations under any contracts or leases it may have and will remain responsible for all obligations under the FAMILY LIFE Leasehold Interest up to the day prior to the Closing Date.

**2.7 Compliance with Law.** FAMILY LIFE 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

FAMILY LIFE Stations. There is no action, suit or proceeding pending or, to FAMILY LIFE's knowledge, threatened against FAMILY LIFE or the FAMILY LIFE FCC Authorizations.

**2.8 FAMILY LIFE Qualifications.** FAMILY LIFE is legally, financially and otherwise qualified to be the licensee or permittee of, acquire, own and operate the FOXFUR/WRI Stations under the Communications Act of 1934, as amended and the rules and regulations of the FCC (collectively, the "Communications Act").

### **SECTION 3: REPRESENTATIONS AND WARRANTIES OF FOXFUR**

In order to induce FAMILY LIFE to enter into this Agreement, FOXFUR/WRI represents and warrants to FAMILY LIFE that:

**3.1 Organization.** FOXFUR and WRI are duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation/organization and has requisite corporate power and authority to enter into and perform this Agreement.

**3.2 Authority.** The execution, delivery and performance of this Agreement has been duly authorized and approved by all necessary corporate actions of FOXFUR and WRI. This Agreement is a legal, valid and binding agreement of FOXFUR and WRI enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

**3.3 Binding Effect.** This Agreement constitutes, and upon execution and delivery the other FOXFUR/WRI Agreements to which FOXFUR and WRI are parties will constitute, its legal, valid, and binding obligations enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally.

**3.4 No Violation / No Conflict.** Subject to the consents and approvals of the FCC referred to in Section 4.1, neither the execution and delivery by FOXFUR/WRI of this Agreement and FOXFUR/WRI Agreements to which they are parties, nor compliance by it with any of the provisions hereof, nor the consummation of the transactions contemplated hereby or thereby, will (i) violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, (ii) violate any provision of its articles of incorporation, bylaws, articles of organization or operating agreement, as the case may be, or (iii) conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under any agreement or instrument to which it is a party or by which or to which it or any of its assets are subject or bound.

**3.5 Licenses.** The FOXFUR/WRI FCC Authorizations are held by FOXFUR and WRI, and have been issued for the terms specified on Exhibit 1.1(a) hereto. The FOXFUR/WRI FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of FOXFUR/WRI, threatened before

the FCC relating to the operation of the FOXFUR/WRI Stations other than those affecting the broadcasting industry generally.

**3.6 Compliance with Law.** FOXFUR/WRI 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. There is no action, suit or proceeding pending or, to FOXFUR/WRI's knowledge, threatened against FOXFUR or WRI in respect of the FOXFUR/WRI Stations.

**3.7 FOXFUR Qualifications.** FOXFUR is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the FAMILY LIFE Stations under the Communications Act.

**3.8 Real Property.** The FOXFUR Real Property, WRI Real Property, the WWLF-FM temporary transmission site, and the W252AC transmission site is all the real property owned or leased by FOXFUR/WRI that is used or held for use in connection with the Stations, and the use of such properties complies in all material respects with all regulations, codes, ordinances and statutes of all applicable governmental authorities. The towers and transmitter sites located on the FOXFUR Real Property used for WOLF-FM and the WRI Real Property held for use as the permanent transmitter site for WWLF-FM do not have any other occupants other than the Stations. The Real Property at the WWLF-FM STA and W252AC sites have additional tenants and limited and authorized persons or entities of the tenants have or enjoy right to use the real property at these sites.

**3.9 Environmental.** For the purpose of this subsection, "Seller" means the owner of the Real Property prior to the Agreement. To Seller's knowledge, as to their relevant Real Property under their control prior to this Agreement: (i) except as consistent with applicable Environmental Laws, no known Hazardous Substances are present on or below the surface of the Real Property and such property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (ii) none of the soil, ground water, or surface water of the Real Property is contaminated by any Hazardous Substance and there is no reasonable potential for such contamination from neighboring real estate; and (iii) no Hazardous Substances have been omitted, discharged or released by Seller from the Real Property, directly or indirectly, into the atmosphere or any body of ground water. To Seller's knowledge, neither Seller nor any present or former owner or user of the Real Property is liable for clean up or response costs with respect to the admission, discharge or release of any Hazardous Substance or for any other matter arising under the Environmental Laws due to its use of the Real Property. To Seller's knowledge, no "underground storage tanks" as that term is defined in regulations promulgated by the EPA are used in the operation of the Stations or are located, to Seller's knowledge, on the Real Property. As used herein, the term "Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) the Hazardous Materials Transportation Act (42 U.S.C. §1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260-1 et seq.), the Clean Air Act (42 U.S.C. §7901 et seq.), the National Environmental Policy Act (42 U.S.C. §4231, et seq.), the Refuse Act (33 U.S.C. §407, et seq.),

the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and all rules, regulations, codes, ordinances and guidance documents promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees issued pursuant to any of the foregoing. The term "Hazardous Substance" as used herein means any pollutant, contaminant, or hazardous or toxic substance, waste or material as those or similar terms are defined in the Environmental Laws or listed as such by the EPA.

#### **SECTION 4: CERTAIN MATTERS PENDING THE CLOSING**

The Parties covenant and agree that from the Effective Date until the Closing Date:

**4.1 Approvals.** Within, but no later than, five (5) business days of the date of this Agreement, FAMILY LIFE and FOXFUR/WRI shall coordinate and jointly shall file the Form 314 and 345 assignment applications and Form 349 modification applications with the FCC (the "FCC Applications"). If jointly agreed upon by the Parties, the Parties may file the FCC Applications at a date later than five business days of the date of this Agreement. Buyer and Seller shall diligently prosecute the FCC Applications and otherwise use their best efforts to obtain the FCC Consent as soon as practicable including modification of any of the applications as may be necessary to secure the respective FCC Consent and Grant.

**4.2 FAMILY LIFE Covenants.** Between the date hereof and the Closing Date, FAMILY LIFE shall: (i) maintain in effect the FAMILY LIFE FCC Authorizations, (ii) file with the FCC all required reports with respect to the FAMILY LIFE Stations, (iii) promptly deliver to FOXFUR/WRI copies of any material reports, applications or written responses to the FCC related to the FAMILY LIFE Stations which are filed during such period, (iv) not modify the FAMILY LIFE FCC Authorizations (except as may be requested by FOXFUR under the terms hereof); and (v) with FOXFUR/WRI's input, work diligently with Leatherstocking to complete a subdivision of the WSEN-FM tower site such that transfer of title to the WSEN-FM subdivided parcel to FAMILY LIFE or directly to FOXFUR/WRI is possible as of Closing Date. FAMILY LIFE further agrees to file an application for a minor modification of W207BH at FOXFUR's option and as reasonably requested and prepared by FOXFUR (and any amendments thereto), provided that FOXFUR shall provide the engineering for such further application(s), and pay any costs, fees or expenses associated therewith.

**4.3 FOXFUR/WRI Covenants.** Between the date hereof and the Closing Date, FOXFUR/WRI shall: (i) maintain in effect the FOXFUR/WRI FCC Authorizations, and seek and obtain an extension of the WWLF-FM FCC temporary authority expiring 4/18/2016, (ii) file with the FCC all required reports with respect to the FOXFUR/WRI Stations, (iii) promptly deliver to FAMILY LIFE copies of any material reports, applications or written responses to the FCC related to the FOXFUR/WRI Stations which are filed during such period, and (iv) not modify the FOXFUR/WRI Stations (except as may be requested by FAMILY LIFE under the terms hereof). FOXFUR further agrees to file an application for a minor modification of W252AC at FAMILY LIFE's option and as reasonably requested by FAMILY LIFE (and any amendments thereto), provided that FAMILY LIFE shall provide the engineering for such further application(s), and pay any costs, fees or expenses associated therewith.

**4.4 Cooperation; Satisfaction of Conditions.** The Parties will cooperate in all respects in connection with and use commercially reasonable efforts to cause all of the conditions set forth in Sections 5.1, 5.2, and 5.3 to be fulfilled (but not waived).

## **SECTION 5: CONDITIONS TO CLOSING**

**5.1 Mutual Conditions.** The obligations of the Parties to consummate the exchanges of the FAMILY LIFE Station Assets and the FOXFUR/WRI Station Assets and the other transactions contemplated hereby to occur on the Closing Date (the “Closing Transactions”) are subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which all Parties may waive in their discretion:

(a) The FCC shall have issued the FCC Consents and any condition to the effectiveness of such FCC Consents which is specified therein shall have been met and, and should a petition to deny or other objection have been filed against the Assignment Applications, the FCC Consents shall have become Final Actions.

(b) No action or proceeding shall have been instituted or threatened against a Party or any of its respective affiliates before any court or governmental agency or commission or any board of arbitration seeking to restrain or prohibit, or to obtain substantial damages against such Party or its respective affiliates in respect of, this Agreement or the consummation of the transactions contemplated hereby.

**5.2 Conditions to Obligations of FAMILY LIFE.** FAMILY LIFE’s obligation to consummate the Closing Transactions is subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which may be waived by FAMILY LIFE as to itself only:

(a) Each of FOXFUR and WRI’s representations and warranties contained in Section 3 of this Agreement shall be true and correct in all material respects, except that those which are qualified by a standard of materiality shall be true and correct in all respects, on the Closing Date as though made on and as of the Closing Date, except to the extent they are made as of another date, in which case they shall be true and correct in all material respects (or in all respects if qualified by a standard of materiality) as of such other date; and FOXFUR/WRI shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) FOXFUR and WRI shall each have delivered to FAMILY LIFE a certificate of an officer of FOXFUR and WRI respectively, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section.

(c) The FOXFUR and WRI FCC Authorizations shall be valid and existing authorizations in every respect, and no proceeding for any revocation, suspension or modification shall be in effect, and FOXFUR and WRI shall have not received any notice that any governmental authority may institute any such proceedings.

(d) If filed pursuant to this Agreement, any Form 349 Modification Application shall have been granted but, should a petition to deny or other objection have been filed, the Modification Application grant shall have become a Final Action.

**5.3 Conditions to Obligations of FOXFUR/WRI.** FOXFUR and WRI's obligation to consummate the Closing Transactions is subject to satisfaction at the time of the Closing of each of the following conditions precedent, any of which may be waived by FOXFUR/WRI as to itself only:

(a) Each of FAMILY LIFE's representations and warranties contained in Section 2 of this Agreement shall be true and correct in all material respects, except that those which are qualified by a standard of materiality shall be true and correct in all respects, on the Closing Date as though made on and as of the Closing Date, except to the extent they are made as of another date, in which case they shall be true and correct in all material respects (or in all respects if qualified by a standard of materiality) as of such other date; and FAMILY LIFE shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) FAMILY LIFE shall have delivered to FOXFUR a certificate of an officer of FAMILY LIFE, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section.

(c) The FAMILY LIFE FCC Authorizations shall be valid and existing authorizations in every respect, and no proceeding for any revocation, suspension or modification shall be in effect, and FAMILY LIFE shall have not received any notice that any governmental authority may institute any such proceedings.

(d) If filed pursuant to this Agreement, any Form 349 Modification Application(s) shall have been granted but, should a petition to deny or other objection have been filed, the Modification Application(s) grant shall have become a Final Action.

## **SECTION 6: SURVIVAL; INDEMNIFICATION**

**6.1 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

### **6.2 Indemnification.**

(a) Following the Closing, FAMILY LIFE shall indemnify, defend, and hold FOXFUR/WRI and its affiliates and their respective employees, officers, members, managers, and agents, harmless against all claims, demands and legal actions and will reimburse such parties for any losses or damages (including reasonable legal fees and costs incurred with respect to same) resulting from, or arising out of (i) any breach or default by FAMILY LIFE under this Agreement; or (ii) FAMILY LIFE's ownership of the FAMILY LIFE Stations before Closing, or the FOXFUR/WRI Stations after Closing.

(b) Following the Closing, FOXFUR/WRI shall indemnify, defend, and hold FAMILY LIFE and its affiliates and their respective employees, officers, members, managers, and agents, harmless against all claims, demands and legal actions and will reimburse such parties for any losses or damages (including reasonable legal fees and costs incurred with respect to same) resulting from, or arising out of (i) any breach or default by FOXFUR/WRI under this Agreement; or (ii) FOXFUR/WRI's ownership of the FOXFUR/WRI Stations before Closing, or the FAMILY LIFE Stations after closing.

### **6.3 Procedures.**

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or incurrence of damages by the indemnified party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 6.1 if applicable.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's prior written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes the defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

**6.4 Limitation on Indemnification Obligations.** Claims for which indemnification may be obtained under this Agreement shall be limited to the extent of the actual loss or damage suffered by the indemnified parties. No indemnified party shall be entitled to recover from an indemnifying party any special, consequential, incidental, indirect or punitive damages, including for lost profits, business interruption or other similar items, nor shall any damages be

calculated using a “multiplier” or any other method having a similar effect, except to the extent that a third party has claimed such damages against such indemnified party.

**6.5 Indemnification is Exclusive Remedy Following Closing.** The Parties (i) agree that following the Closing a claim for indemnification pursuant to Section 6.2(a) or 6.2(b) shall be the sole and exclusive remedy which a Party shall have against another Party under or with respect to this Agreement, and the transactions contemplated hereby, whether for breach or misrepresentation of any representation, warranty, covenant, obligation, agreement or condition or otherwise; (ii) waive any and all other rights and remedies at law or in equity; and (iii) agree that following the Closing the only legal action that may be asserted by any Party with respect to any matter that is the subject of this Agreement shall be a breach of contract action to enforce or recover damages for breach of this Section; provided, however, that a Party shall have the right to seek equitable relief as may be required to enforce the covenants set forth in Sections 1.3, 1.8, 6, and 7.1. (verify para. numbers)

## SECTION 7: MISCELLANEOUS

**7.1 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 as of the date of execution, except the Parties’ representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

**7.2 Fees and 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 for the Assignment Applications shall be borne one-half by FAMILY LIFE and one-half by **FOXFUR**.

**7.3 Law Governing.** This Agreement shall be construed under and governed by the laws of the State of New York.

**7.4 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 below (or to such other address as any party may request by written notice):

If to FAMILY LIFE:

Family Life Ministries, Inc.  
P.O. Box 506  
Bath, NY 14810-0506  
Attention: Rick Snavelly, CEO/Radio Network Manager

With a copy to:

Joseph C. Chautin, III, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 West Causeway Approach  
Manderville, Louisiana 70471

If to FOXFUR:

Foxfur Communications, LLC  
WOLF Radio, Inc.  
401 W. Kirkpatrick St.  
Syracuse, NY 13204  
Attention: Craig Fox, President

With a copy to:

Francisco R. Montero, Esq.  
Fletcher, Heald & Hildreth PLC  
1300 North 17<sup>th</sup> St., 11<sup>th</sup> Floor  
Arlington, VA 22209

**7.5 Risk of Loss.** The risk of loss or damage to the FAMILY LIFE Stations by force majeure or for any other reason between the Effective Date and the Closing Date shall be borne by FAMILY LIFE. The risk of loss or damage to the **FOXFUR/WRI** Stations by force majeure or for any other reason between the Effective Date and the Closing Date shall be borne by **FOXFUR/WRI**.

**7.6 Construction.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. References to Sections shall be deemed references to Sections of this Agreement unless otherwise expressly indicated.

**7.7 Assignment; Binding Effect.** This Agreement shall not be assignable by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld or delayed, provided that a Party may assign, without the consent of the other Parties, such Party's rights and obligations hereunder to one or more persons or entities controlling, controlled by or under common control with such Party, so long as such Party remains liable hereunder in addition to such assignee and such assignment shall not delay or adversely affect obtaining the FCC Consents. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their successors and permitted assigns.

**7.8 Amendment; Waiver.** This Agreement may be amended or modified only by a written instrument signed by all Parties. No provisions of this Agreement may be waived except by an instrument in writing signed by the Party sought to be bound, which waiver shall specify the provision being waived. No failure or delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one

occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

**7.9 Entire Agreement.** This Agreement constitutes the entire understanding among the Parties relating to the subject matter hereof or thereof, and supersede all prior agreements and undertakings, both written and oral, between or among the Parties with respect to the subject matter hereof except as otherwise expressly provided herein or therein. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce a Party to enter into this Agreement. Neither this Agreement nor any part hereof, including this provision against oral modifications, may be modified, waived or discharged except by a writing duly signed by the Party sought to be bound.

**7.10 Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application to other persons and circumstances shall not be affected thereby and each term and provision hereof shall be enforced to the fullest extent permitted by law. Specifically, without limitation, if any provision shall be deemed by a court of competent jurisdiction to be invalid or unenforceable as to any periods of time, territories or business activities, such provision shall be deemed limited to the extent necessary to render it valid and enforceable.

**7.11 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**7.12 Counterparts.** This Agreement may be executed in separate counterparts (including faxed or e-mailed in PDF or other image format), 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 caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

**FAMILY LIFE MINISTRIES, INC.**

By:   
Name: Richard Snavely, Jr.  
Title: President

**FOXFUR COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name: Craig Fox  
Title: President

**WOLF RADIO, INC.**

By: \_\_\_\_\_  
Name: Craig Fox  
Title: President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

**FAMILY LIFE MINISTRIES, INC.**

By: \_\_\_\_\_  
Name: Richard Snavelly, Jr.  
Title: President

**FOXFUR COMMUNICATIONS, LLC**

By: Craig Fox  
Name: Craig Fox  
Title: President

**WOLF RADIO, INC.**

By: Craig Fox  
Name: Craig Fox  
Title: President

**Exhibit 1.1(a)**  
**FOXFUR FCC Authorizations**

<i>Station</i>	<i>File Number</i>	<i>Authorization Type</i>	<i>Expiration</i>
WWLF-FM	BLH-19900907KC	License	6/1/2022
WWLF-FM	BPH-20130916AAH	Permit	9/24/2016
WWLF-FM	BSTA-20120206ADN	STA	4/18/2016
WWLF-FM	BESTA-20151013AAD	STA Extension	4/18/2016
WOLF-FM	BLH-20060418ADF	License	6/1/2022
WOLF-FM	BXLH-20091221AHQ	Auxiliary License	6/1/2022
WOLF-FM	BPH-20150515ABJ	Permit	2/28/2019
W252AC	BLFT-20091112AFX	License	6/1/2022

**Exhibit 1.1(b)**  
**FOXFUR Tangible Property**

WWLF-FM Licensed Site

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
None		

WWLF-FM Temporary Site

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
5 kW FM transmitter	Armstrong	FM5000B
FM Exciter (inc. w/above)	Armstrong	FMX-150B
FM receiver	Inovonics	631
1-bay FM antenna	ERI	LP-1E
Composite clipper	Modulation Sciences	CP-803
FM Receive Antenna	Scala	HDCA-5

WOLF-FM

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
20 kW FM transmitter	Armstrong	FM-20000T
FM Exciter (inc. w/above)	Armstrong	FMX-30LCD
199 ft. guyed tower	Dielectric	Custom (33" face tapering to 24" Lamda)
FM Antenna w/ radomes 7-bay half-wave spaced	ERI	DHPX-AC-HW
3" Heliac transmission line (approx. 175')	Andrew	HJ8-50
Wattmeter (in line)	Bird	3127-040
Composite Clipper	Modulation Sciences	CP-803
Remote Control	Sine Systems	RFC-1/B
Dehydrator	Andrew	MT300

W252AC

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
1 kW FM transmitter	Armstrong	FM1000SC
FM Exciter (inc. w/above)	Armstrong	FMX-30
1-bay FM antenna	ERI	FM100-1
FM bandpass filter	Jampro	RCBC-D03-98.3
7/8" foam transmission line (approx. 440')	Andrew	LDF5-50A

**Exhibit 1.1(c)**

**FOXFUR Real Property**

That certain parcel or parcels, including all structures thereon, located in DeRuyter, New York as reflected in the attached undated survey (legal description to be substituted at Closing).

**WRI Real Property**

That certain parcel or parcels, including all structures thereon, located in Scriba, New York as reflected in the attached maps and surveys (legal descriptions (two) to be substituted at Closing).

**Exhibit 1.2(a)**  
**FAMILY LIFE FCC Authorizations**

<i>Station</i>	<i>File Number</i>	<i>Authorization Type</i>	<i>Expiration</i>
WSEN-FM	BLH-19880615KB	License	6/1/2022
W207BH	BLFT-20001130ADH	License	6/1/2022
W207BH	BPFT-20160216AAJ	Permit	3/8/2019

**Exhibit 1.2(b)**  
**FAMILY LIFE Tangible Property**

WSEN-FM

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
Transmitter	Harris	FM-25K1
Exciter	Harris Digital	
FM Transmit Antenna		
Transmission Line & Connectors		

W207BH

<i>Asset Description</i>	<i>Manufacturer</i>	<i>Model</i>
Transmitter (with built in receiver)	Crown	
1-bay FM transmit antenna	Shively	6812
Receive antenna	Shively	CA5

**Exhibit 1.5**  
**Time Brokerage Agreement**

See Attached