

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), entered this 25<sup>th</sup> day of August, 2016 ("Agreement"), is entered into by and between **Gospel Echo, Inc.**, an Oregon non profit corporation (the "Seller"), and Inspiration Media, Inc., a Washington corporation (the "Buyer").

### RECITALS

- A. Seller holds a Federal Communications Commission ("FCC") license for a FM translator station licensed to the community of Astoria, Oregon, K278BH, Facility ID No. 3062, (the "Translator").
- B. On the terms and conditions contained herein, Seller agreed to sell the Translator to buyer and Buyer agreed to purchase the Translator from Seller.

### AGREEMENT

***NOW, THEREFORE***, in consideration of the foregoing mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

**Section 1. Sale of Assets.** On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the license for the Translator issued by the FCC (the "License"), and any files, records, and intangible property or property rights, including but not limited to intellectual property and goodwill, of Seller related solely to the Translator (collectively, the "Purchased Assets"). Seller shall transfer the Purchased Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature. Buyer shall not assume any agreements, contracts, leases or any other commitments of Seller of any type or nature. The Purchased Assets specifically shall not include: (i) any real property interests of Seller, whether owned or leased, relating to the Translator; (ii) any contracts entered into by Seller relating to the Translator; (iii) any tangible personal property used or useful in the operation of the Translator; or (iv) any cash or cash equivalents.

**Section 2. Consideration.** Buyer shall pay to Seller the aggregate sum of Thirty Three Thousand and No/100 Dollars (\$33,000) (the "Purchase Price") in cash by wire transfer of immediately available funds. Concurrently with the execution of this Agreement, Buyer shall deliver to Seller a non-refundable deposit of Sixty six hundred and No/100 Dollars (\$6600) (the "Deposit"). The Deposit shall be applied to the Purchase Price to be paid at Closing. All payments remitted under this Agreement shall be payable in U.S. Dollars by wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller at least two (2) business days before the Buyer must remit the payments.

All operating income and operating expenses of the Translator shall be adjusted and allocated between Seller and Buyer, and an adjustment in the Purchase Price shall be made as provided in this Section, to the extent necessary to reflect the principle that all such income and expenses attributable to the operation of the Translator on or before the Closing Date shall be for the account of Seller, and all income and expenses attributable to the operation of the Translator

after the Closing Date shall be for the account of Buyer. To the extent not inconsistent with the express provisions of this Agreement, the allocations made pursuant to this Paragraph shall be made in accordance with generally accepted accounting principles. Adjustments pursuant to this Section shall be made at Closing to the extent practicable. Further prorations and adjustments shall be made by Buyer and Seller no later than (90) days following the Closing Date, or such later date as shall be mutually agreed to by Seller and Buyer.

**Section 3. FCC Consent; Assignment Application.** Buyer and Seller shall execute, file and prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of the FCC License for the translator (the "FCC Consent") as soon as possible after the execution of this Agreement and in any event not later than August 25, 2016. The FCC filing fee for the Assignment Application will be wholly paid by Buyer. Buyer and Seller shall reasonably cooperate with respect to the filing of a Modification Application in Buyer's name and account during the first filing window announced in the FCC Public Notice DA-1491, released December 23, 2015. Specifically, Seller shall associate Buyer's FRN with the translator promptly upon Buyer's request and provision of its FRN to Seller, and Seller shall provide written consent to Buyer under Section 73.3517 of the FCC's rules for Buyer to file the Modification Application for the translator. The Modification Application shall be prepared by Buyer and Buyer shall be responsible for paying all fees and other expenses, including legal and engineering costs, associated with preparing, filing and prosecuting the Modification Application.

**Section 4. Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur, unless Buyer and Seller otherwise agree in writing, on or before five business days after the FCC shall have consented to assignment of the License to Buyer, and unless waived by Buyer, such consent shall have become a Final Order. The term "Final Order" means such consent shall no longer be subject to review, reconsideration, appeal, or remand under applicable laws and the rules of the FCC (the "Closing Date"). The Closing shall be held by mail, facsimile, or electronic mail, or in person as the parties may agree.

**Section 5. Representations and Warranties.**

- (a) Seller hereby makes the following representations and warranties to Buyer: Seller is a corporation organized, validly existing and in good standing in the State of Oregon. Seller possesses the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder. Seller lawfully holds the License. The License is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired, and, to the best of Seller's knowledge, no protest or complaint of any type as to the Translator is either pending or threatened at the FCC. Seller has paid all taxes and all assessments to the extent that such taxes and assessments have become due, other than such taxes and assessments, the failure to pay would not, individually or in the aggregate, materially adversely affect the Purchased Assets. Between now and the date of Closing Seller shall not, without the consent of Buyer, enter into any leases or contracts pertaining to the Translator which will survive the Closing Date.

(b) Buyer hereby makes the following representations and warranties to Seller. Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Washington. Buyer possesses the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder. Buyer is qualified to be an FCC permittee and to hold the License. Buyer is financially qualified to pay the Purchase Price.

(c) These representations and warranties set forth herein shall survive for six (6) months following the consummation of this Agreement.

**Section 6. Conditions Precedent to Obligation of Buyer to Close.** The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

(a) All representations and warranties of Seller made in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date;

(b) All of the terms, covenants and obligations to be complied with and performed by Seller on or prior to Closing Date shall have been complied with or performed in all material respects;

(c) 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 that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms;

(d) Seller shall have delivered to Buyer, on the Closing Date, all of the documents required to be delivered pursuant to Closing Deliveries;

(e) The License shall be in full force and effect, and

(f) The FCC Consent shall have been issued without any condition materially adverse to Buyer, and such FCC Consent shall have become a Final Order.

**Section 7. Conditions Precedent to Obligation of the Seller to Close.** The obligations of Seller under this Agreement are subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the Seller:

(a) All representations and warranties of Buyer made in this agreement shall be true and complete in all respects on and as of the Closing Date as if made on and as of that date;

(b) 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;

(c) Buyer shall have delivered to Seller, on the Closing Date, the payments and all of the documents required to be delivered pursuant to Closing Deliveries (as defined in Section 8 herein); and

(d) The FCC Consent shall have been issued without any condition materially adverse to Seller.

**Section 8. Closing Deliveries.**

(a) At the Closing, Seller will 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 any other documents reasonably requested by Buyer to convey the Purchased Assets; and

(ii) an Assignment and Assumption of the Translator License.

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

(i) the Purchase Price required by Section 2; and

(ii) an Assignment and Assumption of the Translator License.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

**Section 9. Termination.** This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other for any of the following 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 twenty (20) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price at Closing required by Section 2 shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period). In the event either party terminates this Agreement, Seller shall retain the non-refundable deposit, unless the termination is due to the breach of this Agreement by Seller, in which case Seller shall return the deposit to Buyer. . In the event of a material breach of this Agreement by Seller, instead of termination of this Agreement and seeking damages from Seller, Buyer shall alternatively have the right to seek and obtain specific

performance of the terms of this Agreement, it being agreed by Seller that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of termination of this Agreement by Seller as a result of an uncured breach of this Agreement by Buyer, Seller's sole and exclusive remedy shall be retention of the deposit as liquidated damages. If the Closing has not occurred within twelve (12) months after the date of this Agreement, then either party may terminate this Agreement, provided, however, that the right to terminate this Agreement under this Section 9 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the principal cause of, or shall have resulted in unreasonable delay in the Closing..

**Section 10. Notices.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be transmitted by overnight courier or hand delivery, addressed as set forth below. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:           Gospel Echo, Inc.  
3184 SE Rood Bridge Road  
Hillsboro, OR 97123  
Frank Furnish, President

If to Buyer, to:           Inspiration Media, Inc.  
4880 Santa Rosa Road  
Camarillo, CA 93012  
Attn: Christopher J. Henderson, Sr. Vice President

**Section 11. Confidentiality.** The Parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

**Section 12. Governing Law and Venue.** The construction and performance of this Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflict of law. The state and/or federal courts located in Oregon shall possess exclusive jurisdiction to adjudicate any and all disputes, claims, and suits relating to this Agreement that may arise between Seller and Buyer. In the event either party initiates a lawsuit against the other, the prevailing party shall be entitled to recover its attorney's fees and litigation expenses from the non-prevailing party.

**Section 13. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

**Section 14. Expenses.** 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, except that Buyer each shall be entirely responsible for any FCC application fees relating to the filing of the Assignment Application and Seller shall be entirely responsible for any brokerage fees incurred in this transaction through the use of Griffin Media Brokers, LLC's services.

**Section 15. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other party hereto, except that Buyer may assign this Agreement to any entity under control of or in common control of Buyer, provided Buyer guarantees the performance of such entity.

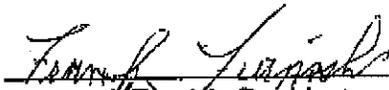
**Section 16. Miscellaneous.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise, and may be amended only in writing by an instrument duly executed by both parties. 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 or evidence the consummation of the transactions contemplated hereby. Seller and Buyer each represent and warrant to the other that, other than the Seller's broker, Beth Griffin of Griffin Media Brokers, LLC., neither Seller nor Buyer is aware of any broker, finder or intermediary who might be entitled to a fee or commission for its involvement in this transaction.

*(Signatures to Follow)*

Asset Purchase Agreement  
K278BH  
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***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of the day and year first above written.

**Seller: Gospel Echo, Inc.**

  
By: Frank Furnish, President

**Buyer: Inspiration Media, Inc.**

\_\_\_\_\_  
By: Christopher J. Henderson  
Sr. Vice President

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By: Christopher J. Henderson  
Sr. Vice President