

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (Agreement) is made as of this 12<sup>th</sup> day of September, 2012 by and between United Ministries (Seller) and Four Rivers Community Broadcasting Corporation (Buyer);

### **Recitals**

- A. Seller is the holder of the license issued by the Federal Communications Commission (Commission or FCC) for FM translator Station W245AG on Channel 245, 96.9 MHz, Gladwyne, PA, Facility ID Number 86419, FCC File No. BLFT-20010206ABF, as renewed, FCC File No. BRED-20060330AEI (Station).
- B. Seller has agreed to sell the Station to Buyer, and Buyer has agreed to purchase the Station from Seller, on the terms and conditions set forth herein.
- C. The consummation of this Agreement is subject to the prior written approval of the FCC.

### **Agreement**

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

- 1. Assets to be Conveyed and Tower Lease.
  - a. On the Closing Date, as defined in Section 10 hereof, Seller will assign, transfer, convey and deliver to Buyer and Buyer agrees to buy, free and clear of any liens, mortgages, claims, liabilities, assignments, conditions, exceptions, restrictions, limitations, charges, of any kind whatsoever (Claims), the license for the Station attached as Exhibit A hereof (License) and transmission equipment and related items owned by Seller and used or useful in the operation of the Station as listed in Exhibit B hereof (Tangible Property). The Tangible Property together with the License shall be referred to as the Purchased Assets.
  - b. The translator that is the subject of the License is presently located on a tower belonging to WABC Television, Inc. ("WABC"), located at 419 Wigard Avenue, Roxborough, Pennsylvania 19128. Seller has a verbal month-to-month lease (The "Tower Lease") pursuant to which Seller pays \$1,000.00 per month to WABC to have the translator in WABC's tower. Seller shall convey all of its right, title and interest in the Tower Lease to Buyer at Closing. The parties shall pro rate the last month's rent paid by Seller as of the Closing

date. Buyer shall assume Seller's obligations under the Tower Lease as of Closing and shall hold Seller harmless from and against claims arising after the Closing. Seller represents and warrants that rental under the Tower Lease has been paid through and including the calendar month in which the Closing takes place; and Seller makes no other representations or warranties whatsoever with regard to the Tower Lease. Without limitation to the foregoing disclaimer of representations and warranties by Seller, Buyer understands that Seller makes no representations that WABC will allow Buyer to continue to keep the translator on its tower; or that Buyer will acquire any rights whatsoever by virtue of Seller's quitclaim of its right, title and interest in the Tower Lease to Buyer at Closing

2. Consideration. The Purchase Price (Purchase Price) to be paid on the Closing Date by Buyer for the Purchased Assets shall be One Hundred Twenty-four Thousand Dollars (\$124,000), to be paid to Seller at Closing in immediately available funds.
3. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:
  - a. Seller is and as of the Closing Date will be a non-profit corporation duly organized, validly existing and in good standing in Pennsylvania.
  - b. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.
  - c. Subject to Commission approval, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party, and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.
  - d. Seller is, and as of the Closing Date will be, in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.
  - e. The Tangible Property is and on the Closing Date will be in good operating condition and repair (normal wear and tear excepted), free of any substantial defects, suitable and adequate for the uses for which it is intended and in compliance with all applicable laws and regulations.
  - f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Station or assigning the License for the Station to Buyer. The License is in full force and effect, with an expiration date of August 1,

2014, and constitutes all of the authorizations issued by the FCC in connection with the Station. The License is not subject to any restriction or condition that would limit in any respect the operation of the facility authorized thereby. There are no outstanding unsatisfied FCC citations or cease and desist orders against the Station, and seller is not aware of any pending or threatened litigation, proceeding or investigation relating to the Station or the Purchased Assets by the FCC or by any other federal, state or local governmental agency, or any conditions relating to the Station or the Purchased Assets which are in violation of any FCC rule or policy.

- g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Claims. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Claims of any nature whatsoever.

- 4. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:
  - a. Buyer is and as of the Closing Date will be a non-profit corporation duly organized, validly existing and in good standing in the Commonwealth of Pennsylvania.
  - b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.
  - c. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party, and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Buyer is a party or by which Buyer is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Buyer.
  - d. Buyer is, and as of the Closing Date will be, legally, financially and technically qualified to acquire and own the Station under all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.
- 5. Assignment Application; Modification of Station. The parties shall cooperate in the prompt preparation and filing of applications with the Commission for consent to the assignment of the Station (Assignment Application) from Seller to Buyer and for minor modification of the Station's technical facilities in accordance with the technical specifications attached here to as Exhibit C (Modification

Application). The Assignment Application and the Modification Application will be filed within five (5) business days of the date of this Agreement. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to the Assignment Application or the Modification Application, and shall take all steps reasonably required for the expeditious prosecution of the Assignment Application and the Modification Application to a favorable conclusion. Seller at Seller's expense shall publish any public notice required in connection with these applications

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense. Seller will pay the FCC filing fees, if any, for the Assignment Application and Modification Application.
7. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:
  - a. The Commission shall have consented to the assignment of the Station to Buyer without any condition materially adverse to Seller, and such consent shall have become a Final Order. For the purpose of this Agreement "Final Order" shall mean an action by the FCC: (i) which has not been vacated, reversed, stayed, set aside, annulled or suspended; (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion, is pending; and (iii) as to which the time for filing any such appeal, request, or petition or the reconsideration or review by the FCC on its own motion under the Communications Act of 1934 and the Commission's rules and regulations, has expired.
  - b. All representations and warranties of Buyer made herein shall be true and correct as of the Closing Date, Buyer shall have complied in all material respects with all covenants and conditions of this Agreement, and Buyer shall have delivered to Seller a certificate of an officer of Buyer, substantially in the form attached hereto in Exhibit D, to such effect.
  - c. Buyer shall have paid the Purchase Price.
8. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:
  - a. The Commission shall have consented to the assignment of the Station to Buyer without any condition materially adverse to Buyer, and such consent shall have become a Final Order.

- b. The Commission shall have granted the Modification Application and such grant shall have become a Final Order.
  - c. Seller shall have executed and delivered to Buyer a Bill of Sale substantially in the form attached hereto in Exhibit D.
  - d. All representations and warranties of Seller made herein shall be true and correct as of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement, and Seller shall have delivered to Buyer a certificate of an officer of Seller, substantially in the form attached hereto in Exhibit D, to such effect.
9. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:
- a. If conditions to Closing set forth in Section 7 of this Agreement have not been satisfied (or waived by Seller) within one (1) year of the date of this Agreement, Seller may terminate this Agreement upon written notice to the Buyer.
  - b. If the conditions of Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Buyer) within one (1) year of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.
  - c. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after twenty (20) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. Subject to the limitations of the indemnification obligation set forth in Section 13, in the event of a material breach of this Agreement by Buyer, Seller shall be entitled to any relief at law or in equity. In the event of a material breach of this Agreement by Seller, Buyer shall be entitled, in addition to any other remedy, to seek specific performance of this Agreement, it being understood and agreed that monetary damages alone will not be adequate to compensate Buyer for its injury. Seller hereby waives the defense in any such suit that the Buyer has an adequate remedy at law and agrees not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy.
10. Closing. The Closing shall take place in Washington DC, at another mutually agreeable location, or by mail and/or appropriate electronic means, on a date that is no later than ten (10) days following the later of the date that the FCC's grant of the Application or the Modification Application, as the case may be, has become

a Final Order, provided that Buyer at its option may waive the requirement of finality and consummate the transaction on a date no earlier than ten (10) days following the later of the FCC's grant of the Assignment Application or the Modification application, as the case may be. The term "Closing Date" shall mean the date of the Closing. Buyer and Seller shall execute the Closing documents in the form attached hereto as Exhibit D.

11. Control of the Station. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Buyer shall have reasonable access to the Station to inspect the Purchased Assets.
12. Confidentiality. Buyer and Seller agree that Buyer, Seller and their respective officers, counsel or other authorized representatives and affiliated parties, shall not disclose to any other party, and not use to the detriment of the other, any non-public information without the prior written consent of the other except to the extent required by law. Any announcement of the transaction contemplated by this Agreement shall be made by mutual agreement.
13. Indemnification.
  - a. Seller shall indemnify, defend and hold Buyer, its members, officers, affiliates, successors and assigns, harmless from and against any claim, liability, loss, damage, judgment or expense (including reasonable attorneys' fees) of any kind or nature arising out of or attributable to: (i) any material inaccuracy in any representation or breach or failure of any warranty, covenant or agreement of Seller contained herein; or (ii) any material failure by Seller to perform or observe, and agreement or condition to be performed by Seller hereunder or (iii) any event, condition or occurrence related to the operation of the Station which occurs prior to the Closing Date.
  - b. Buyer shall indemnify, defend and hold Seller, its members, officers, affiliates, successors and assigns, harmless from and against any claim, liability, loss, damage, judgment or expense (including reasonable attorneys' fees) of any kind or nature arising out of or attributable to: (i) any material inaccuracy in any representation or breach or failure of any warranty, covenant or agreement of Buyer contained herein; or (ii) any material failure by Buyer to perform or observe, and agreement or condition to be performed by Buyer hereunder; or (iii) any event, condition or occurrence related to the operation of the Station which occurs following the Closing Date.

- c. Notwithstanding anything to the contrary contained in this Agreement:  
(i) neither party hereto shall be liable to the other party hereto for any claim for indemnification pursuant hereto unless and until the aggregate amount of indemnifiable losses which may be recovered from the indemnifying party equals or exceeds \$10,000 (the "Deductible"), after which the indemnifying party shall be liable for all losses in excess of the Deductible; and (ii) the maximum amount of indemnifiable losses which may be recovered by an indemnified party arising out of or resulting from the transactions contemplated in this Agreement shall not exceed the amount of the Purchase Price.
14. Survival. The representations and warranties of Buyer and Seller set forth above shall survive the Closing Date for a period of twelve (12) months (the Survival Period) and no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to thirty (30) days following the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect thereto under this provision shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.
15. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, and may not be modified except in writing executed by the parties.
16. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania.
17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto. Neither Seller nor Buyer may assign its rights, interest or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.
19. Severability. In the event that any of the provision of this Agreement shall be held unenforceable, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in

any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

20. Counterparts. This Agreement may be executed in one or more facsimile or electronic counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
21. Transfer Fees and Taxes. Seller shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees associated with the transactions contemplated hereunder.
22. No Broker. Each party represents and warrants to the other that no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by it.
23. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given effective three (3) days after mailing if delivered and received by certified or registered mail, return receipt requested, or effective when received if delivered in person or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: United Ministries, Inc.  
Gregory C. Hartman, President  
Hartman Shurr. PC  
1100 Berkshire Blvd  
Wyomissing, PA 19610  
cc (which shall not constitute notice):

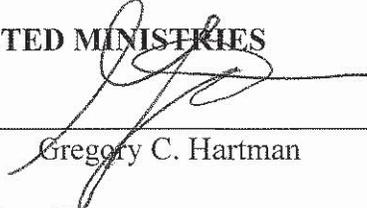
Gregory C. Hartman  
Hartman Shurr. PC  
1100 Berkshire Blvd  
Wyomissing, PA 19610

To Buyer: Four Rivers Community Broadcasting Corporation  
P.O. Box 186  
Sellersville, PA 18960  
ATTN: Charles W. Loughery

cc (which shall not constitute notice):

Malcolm G. Stevenson  
Schwartz, Woods & Miller  
1233 20<sup>th</sup> Street, NW, Suite 610  
Washington, DC 20036

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

**UNITED MINISTRIES**  
By:   
Gregory C. Hartman  
Its: President

**FOUR RIVERS COMMUNITY BROADCASTING CORPORATION**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

cc (which shall not constitute notice):

Malcolm G. Stevenson  
Schwartz, Woods & Miller  
1233 20<sup>th</sup> Street, NW, Suite 610  
Washington, DC 20036

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

**UNITED MINISTRIES**

By: \_\_\_\_\_  
Gregory C. Hartman

Its: President

**FOUR RIVERS COMMUNITY BROADCASTING  
CORPORATION**

By: \_\_\_\_\_  
Charles W. Loughery

Its: President