

## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT**, dated as of the 2<sup>nd</sup> day of July, 2014, by and between American Family Association, a Mississippi non-profit corporation (hereinafter "AFA" or "Seller") and Jerry Tibbetts (hereinafter or "Buyer"):

**WHEREAS**, Seller holds Construction Permit issued by the Federal Communications Commission to build an FM translator station to serve Joplin, Missouri, Facility Id: 143187, Call Sign: K286CP, Permit File Number BNPFT-20130822AFM (hereinafter the "CP").

**WHEREAS**, the Seller desires to sell and the Buyer desires to purchase the CP;

**WHEREAS**, the grant by the FCC of an application on FCC Form 314 for Commission consent for assignment of the CP (which application will contain this Agreement), is an express condition precedent to the obligation of the Buyer to consummate this Agreement;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer the CP free and clear of all liens, claims, or encumbrances;

2. **Consideration.** As the total consideration for Seller's sale to Buyer of the CP, Buyer shall pay to Seller a purchase price of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) by cashier's check or wire transfer. Upon execution of this Agreement, Buyer shall remit to AFA, FIVE THOUSAND DOLLARS (\$5000.00) as down payment, with the balance of THIRTY THOUSAND DOLLARS (\$30,000.00) due on the Closing Date. This Down Payment shall become nonrefundable upon removal of the Contingency defined in Paragraph 3.

3. **Contingency.** Buyer shall have 60 days from the date of this Agreement to perform engineering analyses of its ability to build and operate the CP. During this period, Buyer shall have the right to cancel this Agreement if Buyer determines that it is unable to build and operate the CP. This Contingency shall be automatically removed as of the 61<sup>st</sup> day from the date of this Agreement unless Buyer has previously cancelled the Agreement.

4. **FCC Consent.** It is understood and agreed by all parties that the prior written consent of the FCC to an application on FCC Form 314 (the "Application") for consent to the voluntary assignment of the licenses of the Stations is required before consummation of this Agreement can occur. The Application shall be filed within five (5) calendar days of the removal of the Contingency stated in Paragraph 3 above. The parties agree and pledge to each other total mutual cooperation to achieve approval by the FCC of the Application, including but not limited to prosecuting the Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

5. **Closing Date.** For purposes of this Agreement, the Closing Date shall be weekday not later than the fifteenth (15th) calendar day subsequent to the date upon which the action of the FCC granting consent to the assignment of licenses of the Stations from Seller to Buyer (the "FCC Consent") shall be final and no longer subject to administrative or judicial action, review, rehearing or appeal. Closing shall take place at the offices of Seller, or at such other place as is mutually satisfactory to the parties, not later than 10:00 a.m. Central Time on the last day for Closing under this paragraph; provided that Buyer shall have the sole right to close at any time subsequent to receipt of FCC staff approval of this transaction, subject to giving Seller five (5) calendar days' advance notice of the closing date.

6. **Time of the Essence.** Time is of the essence in the completion of this Agreement and the consummation thereof.

7. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer, the truth and accuracy of each of the following being expressly material to Buyer's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Seller is a non-profit corporation duly organized and validly existing under the laws of the State of Mississippi. Seller has all requisite corporate power and authority (i) to own, lease, and use the Sale Assets as now owned, leased, and used, and (ii) to execute and deliver this Agreement, the Escrow Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture, partnership or association with any other person or entity with respect to ownership of any of the Stations.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against it in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the Consents required for the assignment and assumption of the Agreements listed in Schedules C and D hereto, the execution, delivery, and performance by Seller of this Agreement: (i) do not require the consent of any third party; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* Schedule A includes a true and copy of the CP. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Stations, and Seller has no knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the CP.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller, the truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, as follows:

a. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

b. *Broker.* Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

c. *Qualification.* Buyer is legally and financially qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to acquire the Stations and no waiver will be necessary under the rules, regulations and policies of the FCC for Buyer to acquire the Stations.

d. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

9. **Termination.**

a. In the event that the Closing has not taken place on or before the first anniversary of the date that the FCC releases a "Public Notice" announcing the acceptance for filing of the Application, either party shall have the right to unilaterally terminate this agreement by giving written notice to the other party of its intention to do so, provided, however, that the party seeking to so terminate is not itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect.

b. If the Commission designates the Application for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing if the terminating party shall not be in default under the provisions of this Agreement; provided that the terminating party shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such party to furnish or make available to the Commission information required to be supplied by such party, or (ii) the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the party seeking to terminate this Agreement.

10. **Buyer's Default** Where Seller has a claim that Buyer has breached this Agreement, Seller shall give written notice to Buyer, and Buyer shall have ten (10) business days in which to cure such breach, provided, however, that no such notice shall be required nor cure opportunity afforded for Buyer's inability or unwillingness to tender the full purchase price on the Closing Date upon the occurrence of all conditions precedent. Should said breach remain uncured upon the end of said ten business day period, Buyer shall be in default. At that point, Seller may terminate this Agreement and retain the FIVE THOUSAND DOLLARS (US\$5,000.00) Down Payment.

11. **Benefit and Binding Effect; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto provided, however, that Buyer may assign its rights and obligations under this Agreement, in whole or in part, to one or more subsidiaries or commonly controlled affiliates of Buyer without seeking or obtaining Seller's prior approval. Upon any permitted assignment by Buyer or Seller in accordance with this paragraph, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be.

12. **Further Assurances.** The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Sale Assets to Buyer pursuant to this Agreement.

13. **Governing Law.** This Agreement shall be governed, construed and enforced by and in accordance with the laws of the State of Mississippi, without regard to the "Choice of Law" provisions thereof.

14. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

15. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, by facsimile, by e-mail, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the facsimile, the e-mail or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

**If to Seller:**

Patrick Vaughn, General Counsel  
American Family Association  
Post Office Drawer 2440  
Tupelo, MS 38803

(662) 844-5036 Ext. 249  
E-mail: [vaughn@afa.net](mailto:vaughn@afa.net)

**If to Buyer:**

Mr. Jerry Tibbits  
6351 South 705 Road  
Wyandotte, OK 74370

(417) 529-8373  
E-mail: [jt7@hughes.net](mailto:jt7@hughes.net)

16. **Entire Agreement.** This Agreement represents the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

17. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this paragraph.

18. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED  
THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

**SELLER**

**AMERICAN FAMILY ASSOCIATION**

By Tim Wildmon  
**Tim Wildmon**  
**President**

**BUYER**

By Jerry Tibbetts  
**Jerry Tibbetts**