

**ASSET PURCHASE AGREEMENT**

This agreement is entered into by and between Vision Ministries, Incorporated, an Arkansas Corporation (hereafter SELLER) and William B. or Martha J. Disney, or their assignee, 1658 Carolyn Drive, Fayetteville, AR 72701 (hereafter BUYER).

WITNESSETH:

WHEREAS, SELLER is the licensee of FM broadcast station KAYH, which operates on 89.3 FM in Fayetteville, Arkansas (hereafter STATION);

WHEREAS, SELLER desires to sell and BUYER desires to acquire the license and assets used and useful in the operation of STATION;

WHEREAS, the prior consent of the Federal Communications Commission (hereafter FCC) is required for the consummation of this AGREEMENT;

NOW, THEREFORE, the parties hereto intending to be legally bound, hereby agree as follows:

1. Sale and Purchase.

(a) On the closing date, SELLER shall convey, sell, transfer, assign and deliver unto BUYER, and its successors and assigns forever, free and clear of all mortgages, liens, charges, claims, encumbrances and security interests, all right, title, interest and claims of SELLER in, to, relating to or arising under the assets used and useful in the operation of the STATION, including the following assets:

- (I) the FCC license for STATION;
- (II) transmitter and all broadcast related equipment located in Springdale, Arkansas;
- (III) the administrative, sales programming and technical records of the STATION (including, but not limited to, employment records and program and technical logs maintained in the ordinary STATION's business) and the local public files of the STATION as required to be maintained pursuant to the rules and regulations of the FCC.
- (IV) all intangible property that was developed by or on behalf of STATION, including but not limited to any of the following: formulae, processes, designs, patterns, copyrights, know-how, manuscripts, diagrams, charts, trademarks, trade names,

methods, programs, systems, procedures, surveys, studies, supplier lists, customer lists, lists of advertisers, technical data, and other similar items.

- (V) BUYER shall not assume accrued employee benefits, including, but not limited to, vacation, sick leave, pension and profit sharing or any other indebtedness, obligations, agreements or understandings of SELLER or STATION.

2. Purchase Price BUYER shall pay to SELLER in consideration for the assets described in Paragraph 1 one hundred nineteen thousand and No/Dollars (\$119,000.00). Payment of the purchase price shall be paid with a down payment of \$25,000.00 upon signing of this Agreement and a promissory note and security agreement for the remaining balance of \$94,000.00 with 7% interest over ten (10) years to be executed at Closing. Buyer to maintain life insurance per the terms of the Promissory Note executed in an amount sufficient to pay the balance due under this note naming the beneficiary as Seller herein.

3. Representation and Warranties of SELLER SELLER represents and warrants that:

(a) SELLER is duly organized, validly existing and in good standing under the laws of the State of Arkansas, with full power and authority to carry on its business.

(b) The execution, delivery, and performance of this Agreement have been duly authorized by the Board of Directors of SELLER and this Agreement constitutes the legal, valid and binding obligation of SELLER enforceable in accordance with its terms.

(c) SELLER possesses all the licenses, permits and authorizations issued by the FCC required to operate the STATION.

(d) The STATION is not in violation of any zoning ordinance, regulation, law or restrictive covenant, and the equipment and operations STATION complies substantially with its FCC licenses and with FCC rules and regulations.

(e) Between the date hereof and the closing, SELLER will not enter into any lease, license, permit, contract or agreement relating to its business, property or assets except in the ordinary course of business and conditioned on the prior written consent of BUYER.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated will conflict with or

result in the breach of or accelerate the performance required by the terms of any agreement to which SELLER is a party or constitute a default thereunder, or result in the creation of any mortgage, lien, charge or encumbrance upon any of the properties or assets of SELLER.

4. Obligations of SELLER Prior to Closing. SELLER covenants and agrees that prior to the closing:

(a) The affairs and business of STATION will be conducted in the ordinary course. SELLER will use its best efforts to preserve its business organization and staff intact and to preserve the good will and community standing of the STATION.

(b) The operation and business of STATION will be maintained and continued without interruption save for temporary discontinuance of operation attributable to technical difficulties and such other interruptions and discontinuance resulting from causes beyond its control.

5. Representation and Warranties of BUYER. BUYER warrants and represents that:

(a) BUYER is in good standing and authorized to do business in the State of Arkansas.

(b) BUYER is authorized and empowered to execute this Agreement and to perform all of its obligations hereunder. The execution and performance of the Agreement will not violate any provisions of the Articles of Incorporation or Corporate By Laws of BUYER.

(c) The making and execution of this Agreement, the closing contemplated hereby and the performance in accordance with the provisions hereof by BUYER will not violate any provisions of law, and will not conflict with or result in any breach of any terms, conditions or provisions of, or constitute a default under, any other instrument to which BUYER is a party, or by which BUYER is bound.

(d) BUYER is qualified as an applicant for the assignment of the FCC license to operate the STATION, and BUYER knows of no reason why the assignment herein contemplated should not be approved by the FCC.

6. Application for FCC Consent. Within thirty (30) days from the date of this Agreement, SELLER and BUYER shall join in an application to be filed with the FCC requesting its consent to the assignment of the licenses of the STATION to BUYER, and shall take such other steps as are necessary and proper to expeditious prosecution of such application to a favorable conclusion.

7. FCC Approval. This Agreement is contingent upon the approval of the FCC of the sale herein contemplated. In the event closing has not occurred within one (1) year from the tendering of the assignment application for filing, either SELLER or BUYER may terminate this Agreement upon five (5) days written notice to the other, provided the party seeking to terminate this Agreement is not in default hereunder.

8. Conditions Precedent to Closing.

(a) The obligations of BUYER under this Agreement are subject to the fulfillment prior to or at the closing date of the following condition, which may, in the sole discretion of BUYER, be expressly waived. All of the representations and warranties of SELLER contained in this Agreement shall be correct on and as of the closing date, with the same force and effect (except as affected by the transaction contemplated herein and changes occurring in the ordinary course of business) as though such representations and warranties had been made on and as of the closing date.

(b) The obligations of SELLER under this Agreement are subject to the fulfillment prior to or at the closing date of the following condition, which may, in the sole discretion of the SELLER, be expressly waived. All of the representations and warranties of the BUYER contained in this Agreement shall be correct on and as of the closing date, with the same force and effect (except as affected by the transaction contemplated herein) as though such representations and warranties had been made on and as of the closing date.

9. Closing Date. The closing of this transaction contemplated by this Agreement shall take place on a mutually acceptable date following the FCC consent to the assignment of the license, but in no event later than 10 business days following the FCC's Final Approval of the transfer of the license.

10. SELLER's Performance at Closing. At the closing SELLER shall deliver to BUYER an assignment of the STATION's FCC licenses, a bill of sale of the tangible property and an assignment of SELLER's records.

11. BUYER's Performance at Closing. At the closing, BUYER shall execute a promissory note and security agreement for the remaining balance of \$94,000.00 with 7% interest over ten (10) years.

12. Expenses. SELLER and BUYER agree to pay the costs of their own legal and accounting fees and other expenses. FCC filing fees shall be the responsibility of the BUYER.

13. Survival of Representations. All warranties and representations of SELLER and BUYER hereunder (including all statements contained in any certificate or other instrument delivered at closing) shall survive the closing.

14. Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than parties hereto, and respective successors and assigns (as designated immediately prior to the Recitals at the beginning of this Agreement), any right, remedy or claim under or in respect of this Agreement or any provision hereof.

15. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

16. Other Documents. The parties agree to execute such other documents whether at closing as may be necessary for the implementation and consummation of the Agreement and warranties herein contained.

17. Notices. All necessary notices, demands and requests required or permitted to be given can be given if mailed by United States mail, postage prepaid, addressed as follows:

(a) If to SELLER:

Vision Ministries, Inc.  
C/O Marilyn K. Lynch  
P.O. Box 6210  
Ft. Smith, Arkansas 72906

With COPY to BUYER.

(b) If to BUYER:

William B. Disney  
1658 Carolyn Drive  
Fayetteville, AR 72701

18. Entire Agreement. This Agreement is the only Agreement between the parties and contains all of the terms agreed upon with respect to the subject matter hereof.

19. Amendment. This Agreement may be amended or modified only by an instrument in writing, executed by the parties hereto with the same formality as the execution of this Agreement and there shall be no validity to any oral representations or declarations, whether express or implied, that would alter, add to or detract from this Agreement

20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with law of the State of Arkansas.

21. Duplicate Originals. This Agreement may be signed in two or more separate copies each of which shall be deemed a duplicate original.

22. Station Files. Such files, records, books of accounts and logs relating to the operation of STATION which are transferred by SELLER shall be reasonably available for inspection by SELLER for a period of two (2) months.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or have caused this Agreement to be executed by their duly authorized officers on the 20<sup>th</sup> day of April, 2001.

SELLER:

Vision Ministries, Inc.



By: \_\_\_\_\_

Marilyn K. Lynch  
President



BUYER:

William B. Disney

By: \_\_\_\_\_

William B. Disney

ATTEST:

(Seal)

David A. Schaefer  
Notary Public

My Commission Expires: 1-19-2006

