

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of May 12 2016 (this "Agreement"), is entered into by and between Cornerstone Community Radio, Inc., a Florida corporation ("Seller"), and VCY America, Inc., a Wisconsin corporation ("Buyer").

### RECITALS

A. Seller is the permittee of FM translator station W247BY, licensed to Appleton, WI, Facility ID No. 140786 (the "Station"), pursuant to licenses, permits, applications, and other authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC").

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire the FCC Authorizations and certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Station.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the 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:

1. Sale of Assets. On the Closing Date (as hereinafter defined), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets, properties, interests and rights of Seller which are used or held for use exclusively in connection with the operation of the Station (the "Assets"):

(a) Seller's engineering data, other intangible personal property and engineering-related records; and

(b) the FCC Authorizations issued by the FCC to Seller, including without limitation those set forth on Schedule 1 attached to this Agreement.

Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of any kind. There are no Leases and no Equipment included with this transaction.

2. Consideration. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Fifty Thousand and No/100 Dollars (\$50,000) (the "Purchase Price"), payable as follows:

(a) upon execution of this Agreement, Buyer shall pay to Seller a deposit of Ten Thousand and No/100 Dollars (\$10,000) (the "Deposit"). The Deposit shall be nonrefundable to Buyer other than upon the termination of this Agreement by Buyer pursuant to Section 9, and

- (b) the balance of the Purchase Price on the Closing Date.

The Purchase Price shall be payable in US Dollars by check or wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller. There are no Media Brokers due a fee related to this transaction.

3. FCC Consent; Assignment Application. Within ten (10) business days after the execution of this Agreement, Buyer and Seller shall file an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC. The costs of preparing and filing the Assignment Application will be paid by each party.

4. Closing Date; Closing Place. The consummation of the sale and purchase of the Assets pursuant to this Agreement (the "Closing") shall occur, unless otherwise agreed to by Buyer and Seller in writing, not later than ten (10) business days following the date on which the FCC Consent either is initially granted, or at Buyer's option, becomes Final. For purposes of this Agreement, the term "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree. The date on which the Closing is to occur is referred to herein as the "Closing Date."

5. Covenants.

(a) Between the date hereof and the Closing Date, Seller shall: (i) maintain the FCC Authorizations in full force and effect, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Station which are filed during such period, (iii) not modify any of the FCC Authorizations except with the written consent of Buyer, (iv) not sell, lease or otherwise dispose of any Assets, (v) not create, assume or permit to exist any liens on the Assets and (vi) not enter into any contract, lease or agreement with respect to the Station that will be binding upon Buyer without Buyer's prior written consent (which may be withheld in Buyer's discretion).

6. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (ii) Seller has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (iii) Seller lawfully holds

each of the FCC Authorizations listed on Schedule 1; (iv) the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby does not conflict with any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent; and (v) Seller is the holder of the FCC Authorizations which are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

(b) Buyer hereby makes the following representation and warrantee to Seller: (i) Buyer is qualified to be an FCC licensee and to hold the FCC Authorizations that constitute part of the Assets under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

(c) The representations and warranties set forth in this Section 6 shall survive for six (6) months from the Closing Date at which time they shall expire and be of no further force or effect.

7. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposite party:

(i) The representations and warranties of Buyer and Seller made in this Agreement shall be true and correct in all material respects as of Closing. Buyer and Seller 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 and Seller prior to or as of the Closing Date;

(ii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 8.

(iii) The FCC Authorizations shall be in full force and effect on the Closing Date, the FCC Consent shall have been granted, and neither Buyer nor Seller shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.; and

(iv) Seller shall have all liens on the Assets, if any, released at Closing.

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
- (ii) assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Buyer, free and clear of liens

(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 balance of the Purchase Price required by Section 2(b).

(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.

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 of any of the following:

(a) 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 thirty (30) calendar days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Deposit required by Section 2(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period);

(b) if the FCC Consent has not been granted by the FCC prior to the expiration of six (6) months following the date of this Agreement;

(c) if the Assignment Application is denied by the FCC and such denial shall have become a final order; or

(d) if the Closing has not been consummated on or before November 3, 2016.

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 mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, addressed as set forth below in this Section 10. 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 mailed or 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 return receipt, 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:

Cornerstone Community Radio, Inc.  
Attn: Richard Van Zandt  
N5252 Nettleton Lane  
Marinette, WI 54143

with a copy (which shall not constitute notice) to:

Bentley Law Office  
Geoffrey Bentley  
2700 Copper Creek Road  
Oak Hill, VA 20171

If to Buyer, to:

VCY America, Inc.  
Attn: Jim Schneider  
3434 W Kilbourn Ave  
Milwaukee, WI 53208

11. 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, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.
12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without giving effect to the choice of law principles thereof.
13. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.
14. Expenses. Except as otherwise set forth in this Section, 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. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, associated with the purchase of the Assets.
15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.
16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality

and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

17. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement(s) with respect thereto whether in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties.

\_(Signatures to Follow)

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

Seller:

CORNERSTONE COMMUNITY RADIO, INC.

By: 

Name: Richard Van Zandt

Title: PRESIDENT

Buyer:

VCY AMERICA, INC.

By: 

Name: Jim Schneider

Title: EXECUTIVE DIRECTOR

**SCHEDULE 1**

**FCC Authorizations**

**FCC Construction Permit**

**Cornerstone Community Radio, Inc.**

<b>Type of Authorization</b>	<b>FCC File No.</b>	<b>Call Sign</b>	<b>FCC Facility ID Number</b>	<b>City of License</b>	<b>State</b>
<b>Construction Permit</b>	<b>BNPFT- 20130819AA T</b>	<b>W247BY</b>	<b>140786</b>	<b>Appleton</b>	<b>Wisconsin</b>