# ASSET PURCHASE AGREEMENT

**THIS AGREEMENT,** made and entered into this 11th day of June, 2009 by and between **GEOS COMMUNICATIONS,** a partnership with offices at 54 Wilmar Drive, P.O. Box 701, Tunkhannock, PA 18657 , with three partners being KEVIN M. FITZGERALD, BENJAMIN P. SMITH and BETTY S. CURTIN, ("Seller") and **FAMILY LIFE MINISTRIES, INC,** a New York Not-For-Profit corporation with offices at Campbell Creek Road, Bath, NY 14810 ("Buyer").

## WITNESSETH

**WHEREAS**, Seller is the owner, operator, and licensee of FM radio station with call letters **WGMF-FM** with Facility ID 19564 (the "Station"), under authority of a License issued by the Federal Communication Commission (the "FCC"), hereinafter referred to as "the License"; and

**WHEREAS**, Seller desires to sell and Buyer desires to buy the assets and rights belonging to or used or to be used in the business and operation of the Station pursuant to the terms and conditions stated herein; and

**WHEREAS**, such sale and purchase, as contemplated by this Agreement, is subject to and conditioned upon the consent of the FCC to the terms and conditions stated herein and the assignment of the License;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. **Assets Sold and Purchased**

On the date of the closing of this Agreement, (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase, subject to the terms and conditions set forth herein, the following assets:

a. **License**. The License authorizing the operation of the Station, and any and all other licenses, rights, permits and authorizations issued to Seller by any other regulatory agency which are used or useful in connection with the operation of the Station.

b. **Personal Property**. All of the assets used or useful in the operation of the Station as hereinafter listed and described, together with replacements thereof and improvements and additions made between the date hereof and the Closing Date (collectively the "Personal Property"), all free and clear of all liens, claims, security instruments and encumbrances of any kind whatsoever. Said personal property includes:

1. **ERI ROTOTILLER STYLE ANTENNA**

2. **PSI ANTENNA**

3. **QEI 3.5 KW TRANSMITTER**

4. Seller hereby grants and conveys to Buyer a Local Marketing Agreement (LMA) permitting Buyer to broadcast on the 107.7 FM signal from 30 days after the date of this agreement until the FCC approval is obtained and sale is consummated with the FCC. During this time of use, Buyer shall have free rent on the current tower site. Nevertheless, Buyer shall pay for all electricity used by buyer at that tower site until the transmitter is moved to the new site. All STL frequencies and RPU's remain unchanged.

2. **EXCLUDED ASSETS:**

Seller specifically excepts from this sale and reserves to itself the rights to use the call letters WGMF, plus the Goodwill of the said radio station.

3. **Purchase Price**. The purchase price for all of the assets sold and purchased, as described in Section 1 above, shall be ONE MILLION ($1,000,000.00) DOLLARS plus other consideration as set forth herein, (the "Purchase Price") . The money to be paid by Buyer to Seller shall be paid, in the alternative, in one of three options, as follows:

3.1 **Option #1:** The sum of FIFTY THOUSAND ($50,000.00) DOLLARS shall be paid into escrow upon the full execution of this agreement. The balance of NINE HUNDRED FIFTY THOUSAND ($950,000.00) DOLLARS shall be paid in cash at closing.

3.2 **Option #2:**. The sum of FIFTY THOUSAND ($50,000.00) DOLLARS shall be paid into escrow upon the full execution of this agreement. The sum of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS shall be paid in cash at closing. Three payments in the sum of ONE HUNDRED FIFTY THOUSAND ($150,000.00) DOLLARS each shall be paid, one on December 31, 2009; one on June 30, 2010; and one on December 31, 2010.

3.3 **Option #3:** The sum of FIFTY THOUSAND ($50,000.00) DOLLARS shall be paid into escrow upon the full execution of this agreement. The additional sum of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS shall be paid in cash at closing. The additional sum of FOUR HUNDRED FIFTY THOUSAND ($450,000.00) shall be paid in 36 consecutive monthly installments each in the sum of TWELVE THOUSAND FIVE HUNDRED ($12,500.00) DOLLARS commencing one month following closing.

3.4 **Additional Consideration:**

a. Buyer shall assign to Seller its license for FM translator W236BB in Tunkhannock, PA and its license for FM translator W290BS licensed to Turbotville, PA. No equipment is involved in this assignment.

b. Buyer shall donate the FCC license to radio station WCIG, with Facility ID 91944, licensed to Carbondale, PA, to TELIKOJA EDUCATIONAL BROADCASTING, INC., a Not-For-Profit corporation receiving mail at P.O. Box 20155, Scranton, PA 18502. This donation does not include the tower, antenna, transmitter and miscellaneous hardware associated with this station. This donation is given on the express condition that Telikoja Educational Broadcasting, Inc. assume the existing monthly lease from and after closing. Further, Buyer shall retain the use of call letters WCIG which is to be used with the license purchased from Seller herein. The said tower, antenna, transmitter and miscellaneous hardware associated with the said station WCIG shall be transferred to Seller.

c. Buyer and Seller will share costs of any transfer fees imposed by the state, county, township, etc.

d. Buyer shall be responsible for dismantling and removing the antennas purchased from Seller herein.

4. **Closing of the Agreement**.

4.1 **Closing Date**. The closing of this Agreement (the "Closing") shall take place either by mail or at a location to be agreed upon, on the last day of the month during which the FCC approval of the transfer and assignment of the License to Buyer has become final (the "Closing Date"), unless the parties agree, in writing, to an earlier place, time and date. Finality may be waived in writing after the date of FCC approval, and the parties may agree on and shall select such other place, date and time.

5. **Contracts and Obligations Not Assumed**. Buyer does not hereby assume any obligation or liability for any of the following (unless otherwise assumed in the Exhibits attached hereto):

(a) Leases not terminable at will or not expressly assumed hereunder and any other contracts or agreements not specified in **Exhibit 1.3**,

6. **Seller's Representations, Warranties and Covenants.** Seller makes the following representations, warranties, and covenants, each of which shall be deemed to be a separate representation, warranty, and covenant, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

6.1 **Organization.** Seller is now and will be on the Closing Date, a partnership duly organized, existing and in good standing under the laws of the State of Pennsylvania. The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws Seller.

6.2 **License**

(a) Seller holds the FCC License and all other permits and authorizations necessary for or used in connection with the operation of the Station, and this FCC License and all such permits and authorizations are in full force and effect.

(b, To the best of Seller's knowledge, after due investigation, no application, action or proceeding is pending for the modification of the FCC License or any of such permits or authorizations, and no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the FCC License or any such permits or authorizations, the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction. Seller will also cause all applications, reports and other disclosures required by the FCC with respect to the Station to be duly filed prior to the Closing.

6.3 **Personal Property**.

(a) On the Closing Date, Seller will convey good and marketable title to all the Personal Property, free and clear of all liens, pledges and encumbrances whatsoever. The assets together with all improvements, replacements and additions thereto from the date hereof to the Closing Date, will, at Closing, constitute all the tangible personal property owned by Seller which is used or useful in the operation of the Station and necessary to operate the Station in accordance with the Station License. All such properties, equipment and assets to be sold hereunder are transferable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer, except as otherwise expressly contemplated by this Agreement.

6.4 **Tower**. Buyer intends to move the transmitter and therefore no representations regarding the tower are required.

6.5 **Zoning**. Seller's use of the Assets is not at the present time, and will not be as of the Closing Date, in violation of any zoning regulations, ordinances, orders or requirements of any state or local governmental authority.

6.6 **FCC License**. The FCC License to be assigned to Buyer hereunder is, and will be at the Closing, a valid and existing authorization in every material respect for the purpose of operating the Station. All proofs of performance and measurements that are required to be made by Seller with respect to the Station's transmission facilities have been completed and maintained at the primary Station.

6.7 **Insolvency Proceedings**. No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its assets or properties are pending or, to the knowledge of Seller, threatened, and to the best of its knowledge the Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

6.8 **Litigation**. To the best of Seller's knowledge, no judgment is presently pending against Seller and, except for proceedings of general applicability or specific applicability to this market, there is no litigation, proceeding or investigation by or before the FCC or by or before any other person, firm or governmental agency pending, or, to the best knowledge of Seller, threatened with respect to the Station which might result in any material adverse change in the operation of the Station or would have a material adverse effect on the right, title or interest of Seller in the property and assets to be transferred hereunder or would have a material adverse effect on the ownership, use or possession of the Station or any of such property or assets by Buyer or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement; and Seller does not know of any basis for any such litigation, proceeding or investigation.

6.9 **Disposal of Assets**. Between the date hereof and the Closing Date, Seller will not sell or agree to sell or otherwise dispose of the Assets to be conveyed pursuant to this Agreement other than in the ordinary course of business and only as such assets are replaced, prior to the Closing Date, by other assets of equal or greater worth and utility.

6.10 **No Breach**. To the best of Seller's knowledge, the execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound.

6.11 **Administrative Violations**. If Seller receives an administrative or other notice or order relating to any violation of the rules and regulations of the FCC, or of any other federal, state or local regulatory or administrative body, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations and will be responsible for the cost of removing same, including the payment of any fines or back pay that may be assessed for any such violation, and Seller will indemnify and hold Buyer harmless with respect to any and all such violations occurring prior to the Closing Date. As of the date hereof, Seller is not aware of any such violations, any pending investigations concerning such violations, or of any facts which could reasonably result in such violations.

6.12 **Operations Pending Closing**. Between 30 days after the date hereof and the Closing Date, Seller agrees to permit Buyer to broadcast on the 107.7 FM signal.

6.13 **Adverse Developments**. Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to the operations of the Station.

6.14 **No Misleading Statements**. To the best of Seller's knowledge, no representation or warranty by Seller in this Agreement and no information furnished or to be furnished by Seller to Buyer regarding Seller or the Station contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained herein not misleading.

6.15 **Buyer Reliance**. The foregoing representations and warranties are made by Seller with the knowledge and expectation that Buyer is placing complete reliance thereon in entering into this Agreement.

7. **Buyer's Representations and Warranties**. Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

7.1 **Corporate Existence**.Buyer is now and will be at the time of the Closing, a non-profit corporation duly organized, existing and in good standing under the laws of the State of New York.

7.2 **Corporate Authorization**. The execution, delivery and consummation of this Agreement has been duly authorized by the Board of Directors of Buyer and no further authorization, approval or consent is required.

7.3 **No Breach**. The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Buyer.

7.4 **Buyer Qualified**. Buyer is legally, financially and otherwise qualified to acquire and operate the Purchased Assets consistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"). To the best of Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station.

7.5 **No Conflict**. Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it.

7.6 **Litigation**. There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against Buyer and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the transactions contemplated by this Agreement.

7.7 **Seller Reliance**. The foregoing representations and warranties are made by Buyer with the knowledge and expectation that Seller is placing complete reliance thereon in entering into this Agreement.

8. **Indemnification**.

8.1 **Buyer's Right to Indemnification**. Seller undertakes and agrees to hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on any of the assets transferred hereunder not specifically excepted herein. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity.

8.2 **Seller's Right to Indemnification**. Buyer undertakes and agrees to hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties and representations contained in this Agreement, and for and against (i) all liabilities of Buyer, (ii) any and all liabilities or obligations accruing after the Closing Date under the contracts, leases, and agreements assumed by Buyer hereunder and (iii) any actions by Buyer after Closing. The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity.

9. **Survival of Representations and Warranties**. The several representations and warranties of the parties contained herein shall survive the Closing for a period of thirty-six (36) months; provided, however, that all warranties as to corporate authority and as to title to all Personal Property shall survive for such maximum period as permitted by law.

10. **Actions Pending Closing**. Pending the Closing of this Agreement, Seller will:

10.1 **Access**: Give Buyer and its representatives full access to and the right to inspect the transmitting tower and equipment.

10.2 **Compliance with Laws**. Comply in all material respects with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC.

10.3 **Continuing Maintenance**. Keep and maintain in normal operating repair and efficiency all property to be sold hereunder and including all of the items of property described for sale herein; provided, that, to the extent required in the normal operation of the Station, such items of property may be replaced with similar property of similar value.

10.4 **FCC Application** Seller agrees to file the appropriate application with the FCC to give full effect to this agreement as soon as practicable after the signature of this Agreement but no later than ten (10) business days after execution :

11. **Conditions Precedent to Buyer's Obligations to Close**. The obligation of Buyer to consummate this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

11.1 **Representations and Warranties True and Correct**. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date and all of the agreements of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by the President of Seller.

11.2 **No Litigation Threatened**. No litigation, investigation or proceeding of any kind shall have been instituted or threatened which would have a material adverse effect on the assets or operations of the Station.

11.3 **FCC Consent**. At the time of the Closing the License shall have been assigned and transferred to Buyer and shall contain no adverse modifications of the terms of the License as it presently exists.

11.4 **Compliance with Conditions**. All of the terms, covenants and conditions to be complied with, or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all respects.

11.5 **Delivery of Assets**. At Closing, Seller shall deliver or cause to be delivered to Buyer all of the assets to be transferred hereunder.

11.6 **Closing Documents**. At Closing, Seller shall deliver to Buyer the assignments and Bills of Sale necessary to give full effect to this agreement, which documents shall be duly executed.

11.7 **Legal Matters**. All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Buyer.

12. **Conditions Precedent to Seller's Obligations to Close**. The obligations of Seller under this Agreement are subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of the following conditions:

12.1 **Payment of Purchase Price:** Buyer shall have made all payments required hereunder.

12.2 **Representations and Warranties True and Correct**. Each of the covenants, representations and warranties of Buyer contained herein shall, to the extent applicable, be true at and as of the Closing Date, as though each such covenant, representation or warranty had been made at and as of such time.

12.3 **Consents.** Seller shall have duly received, without any conditions materially adverse to it, all consents and approvals under any agreement to which Seller is a party, and under any statute, necessary for (i) consummation of the sale of the Assets to Buyer and (ii) Buyer to acquire control of the Station.

12.4 **Final Order**. The Final Order of the Commission shall be in effect unless finality is waived, in writing, by the parties.

12.5 **No Injunction**. There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

12.6 **Legal Matters**. All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Seller.

13. **FCC Approval and Application**

13.1 **Condition of FCC Consent**. Consummation of the transactions contemplated by this Agreement is subject to and conditioned upon receipt from the FCC of its consent in writing to the assignment to Buyer of the FCC License, which consent shall have become final on or before the Closing. Such consent shall be deemed to have become final ("Final Order") when it is no longer subject to timely review by the FCC or by any court or, in the event of reconsideration upon its own motion or otherwise by the FCC or in the event of an appeal by any person or any court, when the decision of such body is no longer subject to appeal or review. The requirement that the consent of the FCC shall have become final may be waived by mutual consent of the parties to this Agreement.

13.2 **Application for Consent**. The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed an application requesting FCC consent to the assignment of the License as contemplated by this Agreement (the "Assignment Application"). The parties agree that the Assignment Application shall be duly filed with the FCC not later than ten business (10) days after the date of this Agreement, and that such application shall be prosecuted in good faith and with due diligence. The failure of either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a

material breach of this Agreement. Seller agrees to pay the cost of any engineering studies required by the FCC, required by virtue of Seller's ownership of the Station prior to the Closing Date.

13.3 **Absence of Commission Consent**. If a Final Order granting the Assignment Application is not secured within six (6) months after the Assignment Application is filed, then this Agreement may be terminated at the option of either party upon written notice to the other; provided, however, that neither party may terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to by any failure of such party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the Assignment Application.

14 . **Closing Documents**. On the Closing Date at the Closing Place:

14.1 Seller shall deliver to Buyer:

(a) An Assignment transferring all of the interests of Seller in and to the Station Licenses and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or useful in the operation of the Station;

(b) A bill of sale conveying to Buyer all of the Personal Property in a form usual and customary in the State of Pennsylvania and reasonably satisfactory to Buyer's counsel;

(c) One or more assignments, together with all required consents.

(d) A certificate, dated as of the Closing date, executed by the President of Seller, confirming the truth and correctness of all of Seller's representations and warranties as of the Closing date, and confirming that all agreements, covenants and undertakings of Seller to be performed or fulfilled have been performed or fulfilled;

(e) A Certificate, dated as of the Closing date, of the President and Secretary of Seller certifying that all necessary corporate or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein; and a Certificate of Incumbency of Seller's officers and directors;

14.2 Buyer shall deliver to Seller:

(a) The Purchase Price, in the form provided for herein.

(b) A certificate, dated as of the Closing date, executed by the President of Buyer confirming the truth and correctness of all of Buyer's representations and warranties as of the Closing Date, and confirming that all agreements, covenants and undertakings of Buyer to be performed or fulfilled have been performed or fulfilled.

(c) A certificate, dated as of the Closing date, of the President and Secretary of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein; and a Certificate of Incumbency of Buyer's officers and directors;

15. **Default and Remedies**.

15.1 **Material Breaches**. A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

15.2 **Opportunity to Cure**. If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) the Closing Date, or (ii) within ten (10) business days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest such action through appropriate proceedings.

15.3 **Seller's Remedies**. Should this transaction not be consummated as a result of Buyer's default, Seller may be entitled to damages and may file a suit seeking such damages in a court with appropriate jurisdiction.

15.4 **Buyer's Remedies**. Seller agrees that the purchased Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, notwithstanding the provisions of Section 16.2, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. In the event Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer may be entitled to damages and may file a suit seeking such damages in a court with appropriate jurisdiction.

16. **Damage**. The risk of loss or damage to the fixed and tangible assets to be sold to Buyer hereunder shall be upon Seller at all times prior to Closing. In the event of such loss or damage, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the

Closing Date. If damage has occurred and such relief or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Closing in which event Seller shall pay to Buyer the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration. If the parties are unable to agree upon the costs of such repairs, the matter shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision as to the costs shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer; or

(b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement. If the parties disagree as to whether the property has been adequately repaired, replaced or restored, the matter shall be referred to a mutually-acceptable qualified consulting communications engineer, who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

17. **Brokerage**. Buyer represents that it has engaged no broker in connection with this transaction, and agrees to indemnify and hold Seller harmless against any claim from any broker based upon any agreement, arrangement, or understanding alleged to have been made by Buyer. Seller shall be solely responsible for the payment of any brokerage commission due any broker engaged by Seller and agrees to indemnify and hold Buyer harmless against any claim from any broker based upon any agreement, arrangement or understanding made or alleged to have been made by Seller.

18. **Notices**. All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail, return receipt requested, or by Federal Express courier service, postage prepaid, addressed as follows:

(a) If to Buyer:

Rick Snavely
Family Life Ministries, Inc.
P.O. Box 506
Bath, NY 14810

with copy to:

John R. Bloise, Esq.
25 Maple Street
Addison, NY 14801

(b) If to Seller:

Kevin M. Fitzgerald
P.O. Box 701
Tunkhannock, PA 18657

with copy to:

David A. Morgan, Jr., Esq.
PO Box 87
Dimock, PA 18816

19. **Entire Agreement**. This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

20. **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

21. **Headings**. The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

22. **Exhibits**. The Exhibits to this Agreement are a material part hereof.

23. **Severability**. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

24. **Choice of Laws**. This Agreement is to be construed and governed by the laws of the State of New York, except for the choice of law rules utilized in that state.

25. **Bulk Sales**. Seller will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

26. **Benefit; Assignment**. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Buyer may assign its rights and obligations hereunder with Seller's written consent, which shall not be unreasonably withheld. Seller shall not assign its rights or obligations to this Agreement except that Seller may do so by way of liquidating distribution (and any other assignment by Seller shall be null and void and of no force and effect).

27. **Fees and Expenses**. Except as specifically set forth herein, Buyer and Seller shall each pay its own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

28. **Public Announcements**. No party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with Buyer and Seller concerning the requirement for, and timing and content of, such public announcement and having received their prior consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

WITNESSES:

SELLER:

Kevin M. Fitzgerald, Partner

Benjamin P. Smith, Partner

Betty S. Curtin, Partner

BUYER: FAMILY LIFE MINISTRIES, INC.

BY:
Richard Snavely, Jr., President