

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of March 24, 2016, between Divine Mercy Broadcasting (“Seller”), and Two Hearts Communications, LLC (“Buyer”).

### Recitals

A. Seller is the licensee of FM translator K284BC, Winthrop, Washington, Facility ID #149014 (the “Translator”), pursuant to an authorization issued by the Federal Communications Commission (the “FCC”).

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of the assets owned and held by Seller and used or useful solely in connection with the operation of the Translator.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: PURCHASE OF TRANSLATOR

1.1. Sale and Purchase. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Translator (the “Assets”):

(a) all FCC licenses, permits and authorizations to operation the Translator (the “FCC Authorization”) together with all licenses, permits and authorizations issued by any other governmental authority in connection with the operation of the Translator, as set forth on Schedule 2; and

No equipment or personal property is included in the Assets. Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.

1.2. Purchase Price. In consideration for the sale of the Translator to Buyer, Buyer shall pay Seller the total sum of Twenty Five Thousand Dollars (\$25,000.00) (the “Purchase Price”). The Purchase Price shall be paid to Seller in immediately available funds on the Closing Date.

1.3. Closing. The consummation of the sale and purchase of the Translator (the “Closing”) shall take place on a date mutually agreed upon by Buyer and Seller not more than five (5) business days after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against the Assignment Application (defined below), in which event at Buyer’s option the Closing shall take place not more than five (5) business days after the date the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.4. Assignment and Modification Applications.

(a) As soon as practicable but in no event later than March 31, 2016, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Authorization from Seller to Buyer (the “Assignment Application”). The FCC’s consent to the assignment of the FCC Authorization contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as 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 filing fee for the assignment application shall be paid by the Buyer.

(b) Seller hereby gives its consent to Buyer filing a contingent application (the “Modification Application”) to make such modifications to the Translator as Buyer chooses, at Buyer’s sole cost and expense, after the filing of the Assignment Application.

(c) 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.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the state of Washington. Seller has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement has been duly authorized by Seller and approved by all necessary action of Seller and does not require any further authorization or consent of Seller. This Agreement is, and will be a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency,

reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller or 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.

2.4. License. Seller is the holder of the FCC Authorization. The FCC Authorization is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorization other than proceedings to amend FCC rules of general applicability. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the FCC Authorization by or before the FCC.

2.5. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the FCC Authorization. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the FCC Authorization.

2.6. No Finder. 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 of Seller or any party acting on Seller's behalf.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of Washington. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement by Buyer has been duly authorized and approved by all necessary action of Buyer and does not require any further authorization or consent of Buyer. This Agreement is a valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any

organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the Translator under the Communications Act and the rules, regulations and policies of the FCC.

3.5. Broker. 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 of Buyer or any party acting on Buyer's behalf.

#### ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. 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.

4.2. Control. Buyer shall not, directly or indirectly, control the FCC Authorization prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the FCC Authorization prior to Closing shall remain the responsibility of Seller as the holder of the FCC Authorization.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC Authorization, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the FCC Authorization which are filed during such period, and (iii) not modify the FCC Authorization (except as may be requested by Buyer).

#### ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

#### ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection be filed against the Assignment Application, at Buyer's option the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Modification Application. The FCC shall have granted the modification application.

#### ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such documents, instruments and agreements as Buyer shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for Buyer, including, but not necessarily limited to (1) an Assignment of FCC Authorization, (2) a Bill of Sale conveying good title to the Assets, free and clear of Liens.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price to Seller in immediately available funds.

#### ARTICLE 8: SURVIVAL

The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

#### ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination and Remedies This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; and
- (d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the first anniversary of this Agreement.

9.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

9.5. Governing Law. Except with respect to Section 1.2(a), the construction and performance of this Agreement shall be governed by the laws of the State of Washington without giving effect to the choice of law provisions thereof.

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth in Schedule 1 (or to such other address as any party may request by written notice).

9.7. Entire Agreement. This Agreement, including the schedules hereto, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.8. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

*[The remainder of this page is left blank intentionally]*

**Signature page to Asset Purchase Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: DIVINE MERCY BROADCASTING

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

Print Name:

Title: \_\_\_\_\_

BUYER: TWO HEARTS COMMUNICATIONS, LLC

By: Rodney Fazzari  
Rodney Fazzari, Member

**SCHEDULE 1**

Notices to Seller:

Diving Mercy Broadcasting  
9526 Albert Way SE  
Moses Lake, WA 98837  
Attn: Daniel Haberman

Notices to Buyer:

Two Hearts Communications, LLC  
1230 Colonial Drive  
College Place, WA 99324  
Attention: Rodney Fazzari

**SCHEDULE 2**  
**FCC Authorizations**

1. K284BC, File Number: BLFT-20070719ACY