

ASSET PURCHASE AGREEMENT

This Agreement is made and entered into this 10th day of January, 2020, by and between: the Camp Verde TV Club, Inc. (herein referred to as "Seller"), and Good News Broadcasting Network, Inc. (herein referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller, pursuant to an authorization issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission"), is the licensee of low power television station K31NF-D (formerly K46IL-D) Verde Valley, Arizona, Facility ID. No. 69925 (herein referred to as "Station"); and

WHEREAS, Seller desires to sell and assign Station to Buyer, and Buyer desires to buy and acquire Station from Seller; and

WHEREAS, authorizations issued by the FCC may not be assigned to Buyer without the Commission's prior consent;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. **ASSETS SOLD AND PURCHASED.** Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever.

a. **FCC Authorizations.** The license for the Station, and the construction permit to modify the Station's facilities issued by the FCC in File No. 0000034240, and any and all additional FCC authorizations for the Station that may be in existence as of the Closing.

b. **Tangible Personal Property.** All of Seller's broadcast equipment used in the operation of the Station.

c. **No Real Property Interest.** Seller will not convey or assign to Buyer any right to use or occupy an antenna site, nor any interest of any kind in any real property in connection with this transaction.

2. **CONSIDERATION.** In consideration for the sale, assignment, and conveyance to it of the assets listed above, Buyer agrees to pay Seller Ten Thousand Dollars (\$10,000.00) (the "Purchase Price"), which shall be paid to Seller at the Closing (as defined hereinafter).

3. **FCC APPROVAL.**

a. **FCC Approval Required.** Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the operation of the Station, and said consent having become final. For purposes of the Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to deny, request for stay, petition for rehearing, or appeal is pending. The parties may mutually agree to waive the requirement that said consent shall have become final.

b. **Filing of Application.** The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth (the "Application"), and to file said Application with the FCC not later than five (5) days after the execution of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence.

4. **CLOSING DATE AND PLACE.** The Closing shall take place at a time and location to be mutually agreed upon by Seller and Buyer, subject to the prior consent of the Commission, within the effective period of said consent, and provided that the conditions specified herein have been met or waived.

5. **REPACK REIMBURSEMENT.** Seller has submitted to the FCC on Form 399 a Reimbursement Request in File No. 0000089669 for reimbursement of expenses incurred by Seller in connection with modifications to the Station necessitated by the Incentive Auction Repack. In the event that Seller receives such reimbursement, or a portion thereof, prior to the Closing, the amount received shall be credited against the Purchase Price paid at the Closing. Any reimbursement amount received by Seller in excess of the amount of the Purchase Price shall be paid to Buyer at the Closing. In the event that reimbursement funds remain unpaid as of the Closing, Seller shall assign to Buyer the right to receive such funds if permitted by the FCC. If the FCC does not permit such an assignment, Seller shall forward such funds to Buyer promptly upon receipt of same.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants as follows:

a. **Organization and Standing of Seller.** Seller is a legally formed and constituted corporation in good standing under the laws the jurisdiction where it is organized.

b. **Seller's Authority.** Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey all property herein sold and assigned, and to execute, deliver and perform this Agreement.

c. **Good Title to Properties.** Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecation, of all personal property being assigned to Buyer hereunder.

d. **Claims and Litigation.** Subject to the limitations described in Section 18 hereof, there is no claim, litigation or proceeding pending or, to the Seller's knowledge, threatened, which affects or would affect the title or interest of Seller to or in any of the assets intended to be sold or assigned hereunder.

e. **Disclosure.** No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or be furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents, warrants, and covenants to Seller as follows:

a. **Buyer's Organization and Standing.** Buyer is a nonprofit corporation duly organized and validly existing and in good standing under the laws of jurisdiction where it is organized, and possesses all corporate power necessary to own and operate the Station and to carry out the provisions of this Agreement.

b. **Qualifications.** Buyer is and will be on the Closing Date legally and financially qualified to become the licensee of the Station.

c. **Disclosure.** No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will

contain, any untrue statement of material fact, or omits, or will omit, to state material fact necessary to make the statements contained therein not misleading.

8. **RISK OF LOSS.** Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing is consummated upon the Buyer.

9. **INDEMNIFICATIONS BY SELLER.** Seller shall indemnify and hold harmless Buyer against and in respect of:

a. **Operations Prior to Closing.** Any and all liabilities, obligations, claims, and demands arising out of the right to own or operate the Station (including but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against the Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event the seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments.)

10. **INDEMNIFICATION BY BUYER.** Buyer shall indemnify and hold harmless Seller against and in respect of:

a. **Operation after Closing.** Any and all liabilities, obligations, claims and

demands arising after the Closing Date out of the operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of the Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

11. **CONDITION'S PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE.**

Buyer shall not be obligated to close under this agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of the FCC authorization(s) from Seller to Buyer. Said consent shall have become final as set forth in paragraph 3(a) herein unless it is necessary to conduct the Closing prior to finality to preserve any of the Station's authorizations.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

- c. Seller shall hold a valid authorization for the Station.
- d. The representations and warranties of Seller set forth in this Agreement

shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

12. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE.**

Seller shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

- a. The FCC has given its consent to the assignment of the FCC authorization for the Station from Seller to Buyer. Said consent shall have become final as set forth in paragraph 3(a) herein, unless it is necessary to conduct the Closing prior to finality to preserve any of the Station's authorizations.

- b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

- c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

13. **BUYER'S PERFORMANCE AT CLOSING.** At the Closing, Buyer shall:

- a. Pay to Seller the Purchase Price.
- b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

14. **SELLER'S PERFORMANCE AT CLOSING.** At the Closing, Seller shall:

- a. Deliver to Buyer the FCC authorizations for the Station together with such

assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer all of the assets listed in paragraphs 1(b), 1(c) and 1(d) together with such assignments and/or bills of sale as Buyer may reasonably require.

15. **NO ASSIGNMENT**. This Agreement may not be assigned by Buyer without Seller's prior written consent.

16. **TERMINATION**. Upon written notice pursuant to paragraph 18, either party may terminate this Agreement for any of the following causes:

a. Upon the default of the other party that remains uncured fifteen (15) days after notice has been given to the defaulting party.

b. Failure of the Commission to grant the Application and such grant having become final (as defined in paragraph 3(a)) by the date one year after the Application is submitted to the Commission.

c. The denial by a final decision of the FCC (as defined in paragraph 3(a)) of a request to obtain an authorization for the Station to resume broadcasting.

17. **NO RETAINED INTEREST**. Seller shall retain no interest in the Station after the Closing.

18. **NOTICES**. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: Luke Skelton, President
Good News Broadcasting Network, Inc.
15560 North Frank Lloyd Wright Boulevard
Suite B4-5195
Scottsdale, Arizona 85260

If to Seller: Roger Doering, Vice President
The Camp Verde TV Club, Inc.

420 West Angus Drive
Camp Verde, Arizona 86322

or to such other addresses as either party may designate from time to time by written notice to the other party.

19. **REASONABLE ASSURANCES.** Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

20. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

21. **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, terminations, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

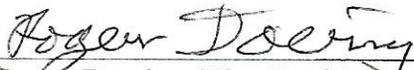
22. **COUNTERPARTS.** This Agreement may be executed in several counterparts all of which taken together shall constitute one Agreement.

{Signatures follow on the next page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective as of the date first written above.

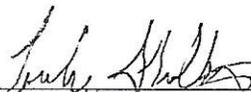
SELLER:

THE CAMP VERDE TV CLUB, INC.

By: 
Roger Doering, Vice President

BUYER:

**GOOD NEWS BROADCASTING
NETWORK, INC.**

By: 
Luke Skelton, President