

## **ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT, dated as of October \_\_, 2011 (this "Agreement") is by and between WEST CENTRAL MICHIGAN MEDIA MINISTRIES, a Michigan not-for-profit corporation ("Buyer"), and NORTHERN STAR BROADCASTING, LLC, a Michigan limited liability company ("Seller").

### **WITNESSETH:**

WHEREAS, Seller is the licensee of radio station WIHC (FM), Newberry, Michigan, FCC Facility ID #8125 (the "Station") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC");

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire substantially all of the assets owned or leased by Seller and used or useful in connection with the operation of the Station;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale of Assets.**

- a. **Assets.** On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer and Buyer shall purchase and assume from Seller, all of the assets, properties, interests and rights of Seller that are owned or leased by Seller and used or useful in connection with the operation of the Station (the "**Assets**") (but excluding the Excluded Assets described in subparagraph (d) below):
  - i. **Tangible Personal Property.** Seller's equipment used or useful in the operation of the Station (the "**Tangible Personal Property**"), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, as described and set forth on **Schedule 1(a)(i)** hereto;
  - ii. **Real Property.** All real property described on **Schedule 1(a)(ii)** hereto, together with any improvements and fixtures thereon (collectively, the "**Real Estate**"), and together with and subject to all right, title and interest of Seller in and to any and all easements and rights of way appurtenant thereto;
  - iii. **Licenses and Authorizations.** All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "**Licenses**"), issued by the FCC, the Federal Aviation Administration (the "**FAA**"), and any other federal, state or local

governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station, including without limitation, those set forth on Schedule 1(a)(iii) hereto;

- iv. Books and Records. All of Seller's logs, books, files, data, FCC and other governmental applications, equipment manuals and warranties, and other records, relating to the full on-air broadcast operations of the Station, including all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Station; provided, however, that Buyer shall afford Seller reasonable post-Closing access to such books and records upon reasonable advance written notice if access to such books and records is reasonably required to enable Seller to comply with any tax, financial or other legal obligations.
  - v. Tower Site License Agreement. All of Seller's rights and privileges under that certain Radio Site License Agreement dated April 19, 2006 by and between Seller and Sovereign Communications as amended pursuant to a letter agreement dated November 12, 2007 and a letter agreement dated July 5, 2011 (the "Sovereign License Agreement") pursuant to which Sovereign holds a license to install and maintain its radio broadcast antenna on Seller's tower, as set forth in Schedule 1(a)(v).
- b. Retained Liabilities. The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), except for those that may result of the subject transaction if Seller finances any portion of the Purchase Price. Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller or the Station of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement, including without limitation, any liabilities or obligations under any contracts, agreements, leases, commitments or understandings, written or oral, of Seller or the Station ("Contracts"). All of such liabilities and obligations shall be referred to herein as the "Retained Liabilities." Notwithstanding the forgoing, Buyer shall become liable for Seller's obligations and responsibilities pursuant to the Sovereign License Agreement and pursuant to the Collateral Assignment of Lease for Security Purposes between Sovereign and Woodside Agency Services, LLC, dated July 5, 2011, incurred on or after the Closing Date. Buyer shall not assume liability for any of Seller's liability under the Sovereign License Agreement incurred prior to the Closing Date.

- c. Employees. Seller shall be responsible for terminating or transferring all employees of Seller at the Station and for paying any and all wages, salaries, bonuses, severance and other payments to which any of Seller's employees are entitled. Buyer shall not assume any liabilities or obligations with respect to any past or present employees of Seller or the Station, including, without limitation, for wages, salaries, commissions, retirement, pension, bonus, termination, vacation, sick or other pay, or for hospitalization, major medical, life or other insurance, or other employee benefits or any liabilities arising out of any termination by Seller of the employment of any employee of the Station or for any employee benefit plan or other arrangement of Seller for the Station's employees. Buyer shall have no obligation to offer employment to any employee of Seller or the Station.
- d. Excluded Assets. The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):
  - i. All cash, cash equivalents or similar type investments of Seller such as certificates of deposits, Treasury bills or other marketable securities on hand and in banks (or their equivalents);
  - ii. All accounts receivable owed to Seller as of the Closing;
  - iii. All deposits and all prepaid expenses and taxes;
  - iv. Seller's corporate records; and other records not related to the Station;
  - v. All rights and obligations relating to any Contracts;
  - vi. All employee pension and other benefit plans or collective bargaining agreements;
  - vii. All program production and studio equipment used by Seller in connection with the Station; and
  - viii. All assets of Seller not dedicated to use in connection with the Station.

2. **Purchase Price**.

- a. Payments at Closing. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing as follows:

- i. Escrow Deposit. Concurrently with the execution of this Agreement, Buyer has delivered to its counsel, Donald E. Martin, (“Escrow Agent”), the sum of Twenty-five Thousand Dollars (\$25,000.00) to be held in an account with a federally insured financial institution (the “Escrow Account”) as an earnest money deposit (the “Escrow Deposit”) pursuant to an escrow agreement in the form attached hereto as Exhibit 2(a) of even date herewith (the “Escrow Agreement”). The Escrow Deposit (less all interest earned thereon, if any, which shall be paid to Buyer) shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement and the Escrow Agreement.
  - ii. Down Payment. Buyer shall pay to Seller on the Closing Date by wire transfer or other immediately available funds as designated by Seller and Buyer a sum of not less than Seventy-five Thousand Dollars (\$75,000.00) and not more than the balance due of the Purchase Price after credit for the Escrow Deposit and adjustments for prorations pursuant to Section 2(b) hereof. If such payment is less than the total balance due of the Purchase Price, it shall be designated as the “Down Payment.”
  - iii. Promissory Note. Buyer shall execute and deliver to Seller on the Closing Date a promissory note (the “Promissory Note”) for the balance of the Purchase Price remaining due after credit for the Escrow Deposit and the Down Payment, with terms including complete payment in full within Five (5) years of the Closing Date and interest accruing on the unpaid principal balance at the rate of Six Percent (6%) per annum.
- b. Proration. The parties agree to prorate all expenses arising out of the operation of the Station that are incurred, accrued or payable as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, the Sovereign License Agreement and similar prepaid and deferred items. On the Closing Date, the prorations shall, insofar as determinable, be calculated and paid on the Closing Date in cash or other immediately available funds. Any prorations not able to be determined on the Closing Date shall be determined promptly, with final settlement and payment in cash or other immediately available funds to be made within forty-five (45) days after the Closing Date.
- c. Allocation. At or prior to Closing, Buyer and Seller shall mutually agree upon an allocation of the Purchase Price among the Assets that complies

with Section 1060 of the Internal Revenue Code of 1986, as amended. The allocation shall be binding on the parties and used for all tax filings and other related purposes.

3. **FCC Consent; Assignment Application.** At a date not later than Ten (10) business days after the execution of this Agreement, Buyer and Seller shall execute, file and prosecute 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 without conditions materially adverse to Buyer (“the FCC Consent”). Buyer and Seller shall take all commercially reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.
4. **Closing Date; Closing Place.** The closing (the “Closing”) of the transactions contemplated by this Agreement shall occur on a date (the “Closing Date”) fixed by Buyer which shall be no later than Forty-five (45) days following the date on which (i) the FCC consent shall have become a Final Order (as hereinafter defined), and (ii) the other conditions to closing set forth in Section 9 have either been waived or satisfied; provided, that, Buyer, in its sole discretion, may waive Final Order and elect to close upon the grant of the FCC Consent and the satisfaction or waiver of all other conditions to Closing. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. In the event of the filing of any protest, petition to deny, petition for reconsideration or appeal of the FCC Consent, or other action seeking review, reconsideration, or appeal of such consent or seeking to prevent or delay the Closing, the parties mutually agree that each such filing or action, if any, shall be opposed by each of them vigorously. The Closing shall take place on the Closing Date at the offices of Seller or Seller’s counsel, or at such time, location and in such manner as agreed by the parties.
5. **Representations. Warranties and Covenants of Seller.** Seller hereby makes the following representations, warranties and covenants to Buyer:
  - a. **Status.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.
  - b. **Authorization of Agreement.** Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly

and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding agreement of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

- c. No Conflict. The execution, delivery and performance of this Agreement by Seller will not (i) conflict with or result in any breach of any provision of the governing documents of Seller, or (ii) result in a material default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state, or local governmental authority or agency and which is applicable to Seller, or (iv) require the consent or approval of any governmental authority, lender or third party other than the FCC Consent.
- d. Tangible Personal Property. Schedule 1(a)(i) hereto contains a list of certain Tangible Personal Property owned by Seller for use in connection with the operation of the Station. Each item of Tangible Personal Property, (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC, the FAA and any other applicable governmental agencies, and (iv) does not contain any PCBs to the best of Seller's knowledge and belief.
- e. Authorizations; FCC Matters. Schedule 1(a)(iii) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operation of the Station in the manner and to the full extent it is presently operated. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 1(a)(iii) none of which is subject to any restrictions or conditions that would limit in any material respect the operation of the Station. Seller is operating the Station in all material respects in accordance with the FCC Authorizations and all rules, regulations and policies of the FCC (the "Communications Laws"). Except as set forth in Schedule 5(e) hereof, there is not now pending or, to the best of Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the

FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file materially complies with the Communications Laws. The Station is not causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility and, no broadcast station or communications facility is causing interference in violation of FCC rules to the Station's transmissions or the public reception of such transmissions. Seller has no reason to believe that the Station is receiving or in the future may receive any objectionable interference in violation of FCC rules. The Station's tower is obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. The antenna tower used in connection with the Station has been registered with the FCC (if required to be registered) in accordance with the FCC's rules, regulations, and policies. The FCC registration number for the tower is set forth in Schedule 1(a)(iii). The Station is currently, and at the Closing Date will be, capable of operating at its full authorized transmitter power.

- f. Real Estate. Schedule 1(a)(ii) includes a complete and accurate list of all of the real estate owned, held or used by Seller with respect to the Assets (all of which is included in the definition of "Real Estate"). The activities carried on or in all buildings, facilities, installations, fixtures and other structures or improvements included as part of the Real Estate, and the buildings, facilities, installations, fixtures and other structures or improvements themselves, are not in violation of, or in conflict with, any building or use restriction, any variance, any applicable zoning, subdivision or health law regulation or ordinance, any variance, or any other similar law or ordinance or regulation. Seller has, and subject to the terms, provisions, and conditions of the Covenant Deed dated May 29, 2008, recorded at Liber 1053, Pages 762-772, Chippewa County records, Buyer will enjoy, full rights of ingress and egress to the Real Estate set forth in Schedule 1(a)(ii). There are no pending or, to the best of Seller's knowledge, threatened or proposed proceedings or governmental actions to modify the zoning classification of, or to condemn or take by the power of eminent domain (or to purchase in lieu thereof), or to classify as a landmark, or to impose special assessments on, or otherwise to take or restrict in any way the right to use, develop or alter, all or any part of the Real Estate. The Real Estate is all of the real property necessary for the operation of the Station's antenna site as currently operated in accordance with the Communications Laws.
- g. Fixtures. All fixtures relating to the Real Estate (i) are in good condition and repair, ordinary wear and tear excepted, (ii) have been maintained in a

manner consistent with generally accepted standards of good engineering practice, (iii) are operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC, the FAA and any other applicable government agencies, and (iv) to the best of Seller's knowledge, do not contain any PCBs.

- h. Marketable Title. At Closing, Buyer will acquire good and marketable title as set forth in this Agreement, to all Tangible Personal Property and Real Estate, free and clear of all Liens and the Assets to be sold hereunder are transferable by Seller by its sole act and deed and no consent on the part of any other party is necessary for the transfer thereof to Buyer. There are no Liens on any of the Assets.
- i. Contracts. Except for the Sovereign License Agreement, Seller is not a party to any other contracts relating to the Station. Buyer shall not assume any liabilities or obligations under or relating to the Station (except for those to be assumed under the Sovereign License Agreement), all of which shall remain the sole responsibility and obligation of Seller.
- j. Personnel Information. Seller currently has no employees working at the Station. Seller is not a party to any contract with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit at the Station, nor has any union or other collective bargaining unit been certified as representing any employees of the Station. In the event that Seller hires or assigns employees to work at the Station prior to the Closing, they shall be terminable as of the Closing Date and Buyer shall have no obligation with respect to any such employee.
- k. Brokers. There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage in connection with the Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.
- l. Legal Proceedings. Seller is not subject to any order, writ, Injunction, judgment, arbitration decision, settlement or consent agreement, or decree having binding effect and materially affecting the business of the Station or the Assets or that restrains or enjoins or could otherwise adversely affect the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against or, to the best of Seller's knowledge, threatened against Seller or the Station that relates to Seller or the Station or that could materially affect any of the Assets. To the best of Seller's knowledge, Seller with respect to the Station, has complied in all material respects with all laws, regulations, orders or decrees applicable to Seller. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect. To the best of Seller's knowledge, there is not (i) any threatened litigation regarding the potential sale of the Station or the

business of the Station; or (ii) any basis for any claim that any of the transactions contemplated under this Agreement violates the terms of any of the instruments listed above, or would be otherwise impermissible.

- m. Environmental Matters. To the best of Seller's knowledge and belief, the operation of the Station does not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below). Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, and regulations, codes and ordinances of all U.S. Federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, or Hazardous Materials (as defined herein), or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environment protection agency now in effect (" Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances", "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof.) There are no underground storage tanks located at the Real Estate. There are not now, nor to the best of Seller's knowledge have there previously been, any other facilities on, under, or at the Real Estate that contained any Hazardous Materials that, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

Without limiting the foregoing, if, through the Closing Date, any Hazardous Material is found on, in, or under the Assets, Seller, at its own cost and expense, shall immediately take such action as is necessary to prevent the spread of and remove or clean up, or otherwise remedy the existence or spread of, such Hazardous Material to the extent required by applicable laws. No Hazardous Material shall be introduced to or handled on the Assets through the Closing Date that could have a material adverse effect on the Assets. There are no pending or, to the best of Seller's knowledge, threatened (i) requests for information, actions, or proceedings

from or by any Governmental Body or any other person or entity against Seller with respect to the Station or Assets regarding any Environmental Law, or (ii) Liens or governmental actions, notices of violation, notices or noncompliance or other proceedings against Seller with respect to the Station or the Assets regarding any Environmental Law.

From the date hereof through the Closing Date, Buyer shall have the right at all reasonable times and from time to time after prior notice of no less than 24 hours to conduct environmental audits of the Assets and Real Estate by a consultant of Buyer's choice. Seller shall cooperate in the conduct of each audit and review performed pursuant to this Section. Seller has delivered to Buyer any and all environmental reports, studies or audits previously performed on the Assets and Real Estate.

- n. Payment of Taxes. Seller has duly and timely filed all federal, state, local or foreign income, franchise, sales, use, property, excise, payroll, FICA, withholding and other tax returns and forms required to be filed, and has timely paid in full or discharged or will pay in full or discharge as of the Closing all taxes, assessments, excises, interest, penalties, deficiencies and levies required to be paid and pertaining to the Assets to be transferred hereunder.
- o. Insurance. Seller has in effect policies of insurance covering loss or damage to the Assets, and liability and other casualty insurance in amounts customary in the industry. All premiums have been paid, and there has otherwise been no default under any such policy.
- p. Accuracy of Statements. No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.
- q. Compliance with law. Seller and the Assets are in material compliance with all applicable federal, state, local, and other governmental laws, rules and regulations ("Laws"), except for noncompliance which would not have a material adverse effect on the Assets. Seller has not received any notice of violation of any Laws relating to the Assets or the operation of the Stations.

6. **Representations and Warranties of the Buyer.** Buyer hereby makes the following representations and warranties to Seller:

- a. Status. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has the requisite

power and authority to own, lease and operate its properties and to carry on its own business as now being conducted.

- b. Authorization of Agreement. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.
- c. No Conflict. The execution, delivery and performance of this Agreement and by Buyer will not (i) conflict with or result in any breach of any provision of the organizational documents of Buyer, or (ii) result in a material default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.
- d. Legal Proceedings. There is no litigation, proceeding or governmental investigation pending or, to the Buyer's knowledge, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer, including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.
- e. Brokers. There is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.
- f. Qualification. To Buyer's knowledge, there are no facts which, under the Communications Act of 1934, as amended, or the existing rules and

regulations of the FCC, would disqualify Buyer as an assignee of the Licenses.

- g. Accuracy of Statements. No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to the Seller.

7. **Covenants of Seller.** With the understanding that the Station is currently silent and that Seller intends to keep it silent until the Closing, Seller covenants and agrees with Buyer as follows:

- a. Conduct of Business During Interim Period. Seller covenants and agrees with respect to the Station that between the date hereof and the Closing Date (the “Interim Period”), except as expressly permitted by this Agreement or with the prior written consent of Buyer, it shall act in accordance with the following:
  - i. Except as specifically set forth herein, Seller shall conduct the business and operations of the Station in the ordinary course of business, consistent with past practices, and with the intent of preserving the Assets.
  - ii. Seller shall not: (i) sell or transfer any of the Assets outside of the ordinary course of Seller’s business, consistent with past practices, or (ii) place or allow to be placed on any of the Assets relating to the Station any Lien.
  - iii. Seller shall not (i) act or omit to do any act which will cause a breach of any agreement, contract, lease or commitment, or (ii) renew, cancel or modify any contract or agreement to be assumed by Buyer hereunder.
  - iv. Seller shall run-off all outstanding advertising due under trade and barter agreements, if any, and shall not enter into any new trade or barter agreements; provided that the parties acknowledge and agree that Buyer shall not assume any trade, barter or other advertising or similar obligations of Seller; all of which shall remain the sole liability and obligation of Seller.
  - v. Seller shall operate the Station in all material respects in accordance with the FCC rules and regulations and the Licenses and with all other laws, regulations, rules and orders, and shall not cause to permit by any act, or failure to act, any of the Licenses to expire, be surrendered, adversely modified or otherwise

terminated, or the FCC to institute any proceedings for the suspension, revocation or adverse modification of any of the Licenses or fail to prosecute with due diligence any pending applications to the FCC.

- vi. Seller shall upon prior request of no less than 48 hours, give Buyer and Buyer's counsel, accountants, engineers and other representatives full and reasonable access during normal business hours of all of Seller's properties, books, reports and records, agreements, tangible assets and licenses relating to the Station and will furnish Buyer with all relevant information relating to the Station that Buyer may reasonably request. The rights of Buyer under this Section shall not be exercised in such a manner as to interfere unreasonably with the business of the Station.
  - vii. Seller shall not, nor will it permit any affiliate, employee, attorney, accountant, financial advisor, or other representative or agent of Seller to negotiate with, solicit or engage in negotiations with, or provide any nonpublic information to, or otherwise cooperate with, any third party (other than Buyer) which seeks to or expresses an interest in acquiring all or any substantial part of the equity interests, business or assets of the Station or for the purpose of otherwise effecting a transaction inconsistent with the transactions contemplate by this Agreement. Furthermore, Seller will not enter into any agreement with or grant any option to any third party in connection with a transaction inconsistent with the transactions contemplated by this Agreement.
  - viii. Seller shall maintain in force and effect the existing insurance policies for the Station and the assets or reasonably comparable insurance coverage.
  - ix. Seller shall physically mark the boundaries of the Real Estate or provide a survey or other written description of the Real Estate as is adequate to permit Buyer to properly identify the Real Estate and secure Title Insurance for the Real Estate.
- b. Interim Period Events. During the Interim Period, Seller shall inform Buyer of any material adverse change to the Assets, and of events that could result in a material adverse effect. Seller also shall inform Buyer of any changes in Seller's representations and warranties under this Agreement. Buyer acknowledges that the Station is currently silent. Seller shall promptly notify Buyer in the event that it returns the Station to the air, including a description of the conditions and operating facilities, and thereafter if any of the normal broadcast transmissions of the Station is interrupted, interfered with or in any way impaired for more than 24

hours with notice of the problem and the measures being taken to correct such problem.

8. **Covenants of Buyer.** Buyer covenants and agrees with Seller as follows:

- a. **No Control of Station:** Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station and such control, supervision and direction shall remain and shall be the sole responsibility of Seller. In the event the parties enter into a local marketing agreement, time brokerage agreement or similar arrangement pursuant to which Buyer manages or programs the Station prior to the Closing, such agreement shall conform with the FCC's rules and policies concerning such arrangements and shall not be deemed to contravene this section.

9. **Conditions Precedent to Obligation to Close.**

- a. The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:
  - i. Buyer 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 prior to or as of the Closing Date;
  - ii. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the date when made and as of the Closing Date with the same effect as if made on and as of the Closing Date;
  - iii. Public notice of the FCC Consent contemplated by this Agreement shall have been released;
  - iv. Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding; and there shall not be any proceeding threatened or pending to enjoin the Closing or any judgment or order that would prevent or make unlawful the Closing;
  - v. Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 10(b) and pay the Purchase Price less the amount represented by the Promissory Note to Seller pursuant to Section 2.
- b. The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Buyer:

- i. Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;
- ii. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the date when made and on and as of the Closing Date with the same effect as if made on and as of the Closing Date;
- iii. None of the events or conditions referenced in Section 11 below shall have occurred and not been remedied as set forth in Section 11;
- iv. The FCC Consent contemplated by this Agreement shall have become a Final Order and shall contain no conditions materially adverse to Buyer;
- v. There shall not be any Liens on the Assets;
- vi. There has been no material adverse change in the Assets or the business of the Station;
- vii. Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 10(a);
- viii. Seller shall have demonstrated to Buyer's reasonable satisfaction that the Station is capable of operating at full facilities pursuant to Section 12.

10. **Closing Deliveries.**

- a. At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:
  - i. A bill of sale, and other instruments of transfer and conveyance, dated as of the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;
  - ii. An assignment and assumption of the Licenses;
  - iii. A deed, and other instruments of transfer and conveyance, dated as of the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the Real Estate and effectively vest in Buyer good and marketable title in fee simple absolute to the Real Estate free and clear of all Liens;

- iv. A certificate of Seller stating that (i) all representations and warranties of Seller set forth in this Agreement or in any statement, certificate, schedule, exhibit or other document delivered pursuant to this Agreement by Seller are true and correct in all material respects as of the Closing Date; (ii) Seller has, in all material respects, performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date; and (iii) the governing Board of Seller has duly adopted one or more resolutions approving the transactions contemplated by the Agreement, copies of which are attached to such certificate.
  - v. A joint notice to Escrow Agent executed by Seller; and
  - vi. Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.
  - vii. An Assignment and Assumption of the Sovereign License Agreement executed by Seller.
- 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 payments to be made pursuant to Section 2, including the Promissory Note duly executed by Buyer, if necessary;
  - ii. A joint notice to Escrow Agent executed by Buyer; and
  - iii. Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.
11. **Risk of Loss.** The risk of any loss, damage or destruction to any of the Assets to be transferred to Buyer hereunder from fire or other causality or cause, shall be borne by Seller at all times prior to the Closing. It shall be the responsibility of Seller to take all commercially reasonable steps to repair, restore or replace the Assets to the condition they were in prior to any such loss, damage or destruction. Seller agrees to continue to maintain until the closing Date such policies of

insurance as are currently in force and which pertain to the Assets, or other policies providing substantially equivalent coverage. The proceeds of or any claim for any loss, payable under the insurance policy with respect thereto, shall be used to repair, replace or restore any such Assets to their former condition. Seller shall notify Buyer within five (5) days of any loss, or damage to any of the Assets to be transferred hereunder from fire, casualty or other causes. Such notice shall specify the loss or damage incurred, the cause thereof, if known, or reasonably ascertainable, and the insurance coverage. In the event that the Assets with a value of greater than Fifty Thousand Dollars (\$50,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs, restores or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. To the extent that such insurance proceeds are inadequate to repair, restore or replace the Assets to their original condition as of the date hereof, the amount of the shortfall shall be credited as a reduction against the Purchase Price.

12. **On-air Demonstration.** In the event that the Station is not operating at least Ten (10) days prior to the Closing Date, Buyer may demand that Seller demonstrate that the Station is operational by conducting on-air transmissions to Buyer's reasonable satisfaction. If Seller cannot restore the facilities so that normal and usual transmissions can be resumed before the Closing, the Closing shall be postponed, the exact date and time of such postponed Closing to be agreed to by Buyer and Seller. If Seller is unable to demonstrate to Buyer's reasonable satisfaction that the Station is capable of operating with its full authorized facilities within Thirty (30) days of the originally scheduled Closing Date, Buyer may terminate this Agreement without penalty upon written notice to Seller. In the event of any termination by Buyer under this Section, Buyer shall be entitled to have the full Escrow Deposit returned immediately without any further obligation hereunder on the part of either party except for requirements of confidentiality as to proprietary information.

13. **Indemnification.**

- a. Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and

operation of the Assets and the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

- b. Following the Closing Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in the Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.
- c. If either party hereto (the “Indemnatee”) receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the “Indemnifying Party”) may be obligated to indemnify the Indemnatee under this Section 13(c), then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party’s election to assume the defense of such matter, (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.
- d. Except for claims relating to the representations and warranties contained in Sections 5(a), (b), (h), (m) and (n), which representations and warranties shall survive until the expiration of the applicable statute of limitations, the representations and warranties, covenants and indemnities of the parties herein contained shall survive the execution and delivery of this Agreement for Twelve (12) months, provided however that any representation or warranty that is specifically identified in a written claim of breach delivered within the period herein provided shall survive until it is either delivered within the period herein provided shall survive until it is either settled or adjudicated.

14. **Termination.**

- a. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence 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 within ten (10) days after receipt of the notice of breach from the non-breaching party; (b) if the Assignment Application is denied by Final Order; (c) if the Assignment Application is designated for evidentiary hearing; (d) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (e) if the Closing has not occurred within one (1) year of the date of filing the Assignment Application with the FCC.
- b. Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole and exclusive remedy shall be liquidated damages in the aggregate amount of the outstanding Escrow Deposit. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.
- c. Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Escrow Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law.
- d. Upon termination of this Agreement for any permissible reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of all remaining amounts in the Escrow Deposit, and thereafter neither party shall have any further obligation to the other under this Agreement except as otherwise set forth herein.

15. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transactions contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transactions contemplated hereby, Buyer shall be entitled, upon compliance with all of its obligations hereunder,

including without limitation, payment of the Purchase Price to Seller, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transactions contemplated hereby. If any action is brought by Buyer to enforce specific performance under this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer enforcing its rights under this provision.

16. **Confidentiality.** Except as may otherwise be required by law, each party shall hold in confidence and not use for any purpose other than evaluating the transaction contemplated by this Agreement, and confidential information of another party, obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information that (i) is or becomes generally available to the public other than as a result of disclosure by the party that alleges the information is confidential or its affiliates, (ii) becomes available to a party on a non-confidential basis from a source, other than the party that alleges the information is confidential or its affiliates, which as represented that such source is entitled to disclose it, or (iii) was known to a party on a non-confidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver to such other party all such confidential information that is written (including copies or extracts thereof).
17. **Notice.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service that guarantees overnight delivery, or by facsimile upon written confirmation of delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice ):

If to Seller, to:

Northern Star Broadcasting, LLC  
3250 Racquet Club Drive  
Traverse City, Michigan 49684  
Attn: David Simmons, President

With copy to (which shall not be considered notice):

H. Wendell Johnson, Esquire  
Smith & Johnson, P.C.  
P.O. Box 705  
603 Bay Street  
Traverse City, Michigan 49684

If to Buyer, to:

West Central Michigan Media Ministries  
P.O. Box 567  
Cadillac, Michigan 49601  
Attn: George Corliss

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

Donald E. Martin, Esq.  
Donald E. Martin, P.C.  
P.O. Box 8433  
Falls Church, Virginia 22041

18. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, without giving effect to the choice of law enforced in accordance thereof. Exclusive venue and jurisdiction with respect to any action arising under this Agreement shall be in the state or federal courts having jurisdiction over Newberry, Michigan.
19. **Partial invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity of enforceability without invalidating the remainder of such provision or any other provision hereof, unless such construction would be unreasonable.
20. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.
21. **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. The FCC filing fees relating to the Assignment Application shall be shared equally between Buyer and Seller. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid by Buyer. Any sales or use taxes required to be paid with respect to the transfer of the business assets shall be paid by the Buyer outside of Escrow and the Buyer expressly agrees to indemnify and hold the Seller harmless from any liability for the payment of said

tax liability. Buyer agrees to provide evidence of said payment to Seller at Closing.

22. **Construction.** The parties have negotiated this Agreement in good faith and have jointly drafted it. Each has had the opportunity to obtain the assistance of counsel. No ambiguity in any provision of this Agreement shall be construed against a party on the grounds that the provision was drafted by that party.
23. **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 voluntarily or involuntarily assign its interest or delegate its duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Buyer may, upon notice to Seller, assign its rights and obligations under this Agreement to an affiliate or entity in common control with Buyer provided that such party assumes Buyer's obligations under this Agreement in a writing reasonably satisfactory to Seller and that any such assignment shall not relieve Buyer of its obligations hereunder. This section shall not be deemed to restrict in any way Seller's right to freely assign its rights under the Promissory Note to any other party.
24. **Entire Agreement.** This Agreement, and the exhibits attached hereto, superseded all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

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

NORTHERN STAR BROADCASTING, LLC

By: \_\_\_\_\_  
David Simmons – President

WEST CENTRAL MICHIGAN MEDIA  
MINISTRIES

By: \_\_\_\_\_  
David Bolduc – President