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ASSET PURCHASE AGREEMENT

This Agreement is entered into this <sup>June</sup> 28 day of ~~May~~, 2020 by and between THE PRAISE NETWORK, INC., a Kansas non-profit corporation (hereafter the "Buyer") and KANZA SOCIETY, INC., a Kansas non-profit corporation (hereafter the "Seller"), for valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree, stipulate and contract as follows:

WHEREAS, KANZA SOCIETY, INC. holds a license for non-commercial FM broadcast Station, KZCK(FM), FCC ID #175547, currently licensed at Colby, Kansas, from the Federal Communications Commission (hereafter "FCC") and certain assets and a Tower Lease used in connection therewith (hereafter the "Station"); and

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

WHEREAS, the Parties jointly understand that the proposed sale of the Station must be approved by the FCC prior to closing.

NOW THEREFORE, the Parties wishing to be legally bound do hereby stipulate and agree to the following.

- I. ASSETS TO BE SOLD. Seller agrees to convey to Buyer all of its right, title and interest in the license for the Station (as shown in Exhibit A hereto), validly in effect under the rules of the FCC, as well as the Station assets (as shown in Exhibit B hereto) and an assignment of the Tower Lease for the Station (as shown in Exhibit C).
- II. PURCHASE PRICE AND TERMS. The Buyer will pay the total sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) to the Seller.
- III. THE FCC APPLICATIONS. Within 5 days after the execution of this Agreement, the Parties agree to cooperate with each other in the filing of an FCC assignment application (hereafter the "Assignment Application") seeking consent for the proposed sale of the Station. The Parties agree to cooperate in supplying the FCC with all information it may require in connection with the FCC assignment application, which shall be filed by the Buyer's counsel.
- IV. REPRESENTATIONS OF SELLER. The Seller represents and warrants to Buyer that:
  - a) Seller is legally qualified to execute this Agreement and there are no legal impediments to the execution of consummation of the transaction contemplated herein;
  - b) Seller holds clear, unencumbered title to the Station license and assets to be conveyed hereunder;

- c) The FCC License is in full force and effect and may be assigned to Buyer without any adverse conditions; and
- d) Seller knows of no reason that the contemplated transaction cannot be consummated as proposed herein, including the assignment of the Tower Lease to the Buyer.

V. REPRESENTATIONS AND WARRANTIES OF BUYER. The Buyer hereby represents and warrants;

- a) Buyer is legally qualified to enter into this Agreement and consummate the transaction contemplated herein; and
- b) Buyer knows of no reason that the transaction contemplated herein may not be consummated.

VI. CLOSING. The closing on the sale shall take place five (5) days after the FCC has approved the assignment of the Station to the Buyer without any conditions adverse to Buyer and that action has become a final order under the rules and regulations of the FCC; provided, however, that the Buyer has the right and preference to close the transaction prior to a final order being in effect, in its sole discretion

VII. DAMAGES. In the event Buyer shall breach its obligation to purchase the Station under this Agreement, Seller shall receive damages in the amount of \$1,000.00. In the event the Seller shall breach its obligation to sell the Station, Buyer shall have the right to seek specific performance under the Agreement due to the unique nature of the assets to be acquired or seek compensatory damages in its sole discretion.

VIII. ASSUMPTION OF LIABILITIES. The Buyer shall not assume, or be responsible for, any of the liabilities or obligations of the Seller; provided the existing Tower Lease will be assumed by the Buyer.

IX. EXCLUSIVE DEALINGS. The Seller agrees that for as long as this Agreement is in effect it will not discuss the sale of the Station with any other person or party.

X. TERMINATION. This Agreement may be terminated by the Seller or Buyer, in their sole discretion, if the transaction contemplated herein has not been closed as of twelve (12) months from the execution date hereof.

XI. DELIVERIES AT THE CLOSING. At the closing, the Seller will deliver the following to the Buyer:

- a) A Bill of Sale for the Station License and assets;
- b) An assignment of the Tower Lease; and
- c) Such other instruments as Buyer may reasonably request.

At the closing, the Buyer will deliver to the Seller the following:

a) The purchase price.

**XII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.**

The representations and warranties given herein shall survive for one (1) year after the closing.

**XIII. NOTICES.** Any notices to be given by the Parties to each other shall be in writing and sent by first class U.S. mail to the following:

If to Seller:                    Mr. William Maxwell Murphy  
    Executive Director  
    Kanza Society, Inc.  
    210 North 7<sup>th</sup> Street  
    Garden city, Kansas 67846

If to Buyer:                    Mr. Alex McKenzie  
    President  
    The Praise Network, Inc.  
    128 South 4th Street  
    O'Neil, Nebraska 68763

And

Jeffrey D. Southmayd, Esquire  
Southmayd & Miller  
4 Ocean Ridge Boulevard South  
Palm Coast, Florida 32137

~ ~ ~  
**XIV. FCC APPLICATIONS.** The Seller agrees to file such applications to modify the Station License as the Buyer shall desire to file with the FCC subsequent to the execution date hereof and while the Assignment Application is pending before the FCC. Buyer shall pay all expenses applicable to the filing of such applications and Seller shall provide the Buyer with the necessary FCC FRN number and password to submit such applications.

**XV. BROKER.** The Seller has not retained anyone in connection with this transaction and any commission due to any individual or organization in connection herewith shall be paid by the Buyer.

**XVI. GOVERNING LAW.** The laws of the United States of America and the State of Kansas will govern the interpretation of this Agreement.

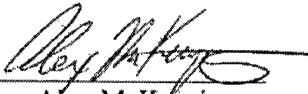
**XVII. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement

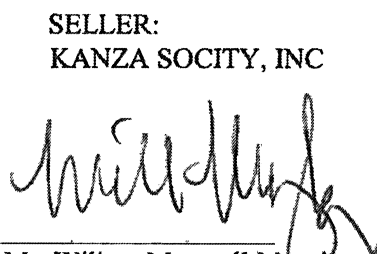
and all of which, when taken together, will be deemed to constitute one and the same agreement.

WHEREFORE, the Parties have caused their signatures to be affixed to this Agreement intending to be legally bound.

BUYER:  
THE PRAISE NETWORK, INC.

SELLER:  
KANZA SOCIETY, INC

By:   
Alex McKenzie  
President

By:   
Mr. William Maxwell Murphy  
Executive Director

*June 29,  
2020*

EXHIBIT A

FCC LICENSE

ATTACHED

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;



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

\_\_\_\_\_  
KANZA SOCIETY, INC.  
210 N 7TH STREET  
GARDEN CITY KS 67846  
\_\_\_\_\_

\_\_\_\_\_  
Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau  
\_\_\_\_\_

Facility Id: 175547

Call Sign: KZCK

License File Number: BLED-20110404AEQ

Grant Date: September 01, 2011

This license expires 3:00 a.m.  
local time, June 01, 2013.

This license covers permit no.: BNPED-20071018BBP

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: KZCK

License No.: BLED-20110404AEQ

Name of Licensee: KANZA SOCIETY, INC.

Station Location: KS-COLBY

Frequency (MHz): 88.1

Channel: 201

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 1.25 kW

Antenna type: Non-Directional

Description: SWR FMEC-4

Antenna Coordinates: North Latitude: 39 deg 21 min 04 sec

West Longitude: 101 deg 03 min 13 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	2.00	2.00
Height of radiation center above ground (Meters):	100	100
Height of radiation center above mean sea level (Meters):	1075	1075
Height of radiation center above average terrain (Meters):	109	109

Antenna structure registration number: 1043109

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Kanza Society, Inc. requests waiver of 47. C.F.R. Section 73.1125 to operate the proposed facility as "satellite" of co-owned noncommercial educational FM station KANZ(FM), Garden City, Kansas, (Facility ID No.: 33372). Based upon the specific representations contained therein, the waiver request IS GRANTED. Applicant shall abide by each representation proffered in the waiver request.
- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

\*\*\* END OF AUTHORIZATION \*\*\*

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BRED-20130124AES,  
WAS GRANTED ON 05/24/2013 FOR A TERM  
EXPIRING ON 06/01/2021.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION KZCK.

FACILITY ID: 175547

LOCATION: COLBY, KS

THIS CARD MUST BE POSTED WITH THE STATION'S  
LICENSE CERTIFICATE AND ANY SUBSEQUENT  
MODIFICATIONS.

KANZA SOCIETY, INC.  
210 N 7TH STREET  
GARDEN CITY, KS 67846



EXHIBIT B

ASSETS

FM Antenna SWR FMEC-4  
FM Antenna Transmission Line 303 meters of LDF5-50 7/8"

EXHIBIT C

TOWER LEASE (ATTACHED)

Colby

## TOWER SPACE RENTAL AGREEMENT

THIS LEASE, made and entered into this 15<sup>th</sup> day of JULY, 1998, by and between **Larry's Professional 2-Way** of Goodland, Kansas, hereinafter referred to as "LESSOR," and **Kanza Society, Inc.**, a non profit Kansas corporation and licensee of **High Plains Public Radio KANZ/KZNA** with offices in Garden City, Kansas, hereinafter referred to as "LESSEE," is as follows:

WHEREAS, LESSOR owns a tower in an area on the perimeter of Colby, Thomas County, Kansas; described as follows, to wit:

North East of the intersection of Kansas Highway 25 and Thomas County Road Maple:  
Latitude: 39 21' 04" - Longitude: 101 03' 13"

and WHEREAS, LESSEE is interested in placing its antennae, located approximately at the 350' level, and related equipment, to include an area adjacent to the tower for the LESSEE's satellite downlink dish and associated equipment and space for one equipment cabinet within the equipment building at the tower site owned by LESSOR; and

WHEREAS, in order to comply with Kansas law and avoid future misunderstandings, THIS AGREEMENT WITNESSETH:

1. It is agreed by and between the parties hereto that LESSEE will rent from LESSOR space at the tower site for the purpose of installing its antennae, cable, satellite downlink dish and space for one equipment cabinet within the equipment building. Both parties understand and agree that this agreement is for a minimum period of 12 months and automatically renews at the end of the 12 month period for another 12 month period unless one party gives to the other party 90 days advance written notice prior to the expiration date.

2. It is agreed by and between the parties hereto that the rent is based upon the antennae height, number of antennae, satellite downlink dish and cabinet space and associated equipment. It is agreed the antennae height is 350 feet. The monthly rent is to be .48 per foot plus \$20.00 for one cabinet space and 120 VAC, 60 Hz electrical service for that space. Rent to be paid monthly. Billing will be: \$168.00 for tower rent and space for satellite downlink and

**\$20.00** for one cabinet space for a total amount of **\$188.00** but it is agreed upon by both parties that the total amount due will be **\$153.00** and the difference in cash rent and this fee is to be compensated by on-air announcements in the amount of **\$35.00**. Rent is to be paid in advance for service as indicated above.

3. It is understood and agreed that the LESSEE will inform LESSOR of LESSEE'S frequency so LESSOR can do everything possible to avoid frequency interference. If LESSEE'S equipment should cause interference with other equipment at the tower site, immediate corrective action will be taken by LESSEE.

4. LESSEE will remove its property from the tower site and will restore the place where LESSEE'S equipment was installed to as near as practicable the same condition as received, ordinary use excepted, upon the expiration or termination of this lease. LESSEE agrees to save and hold LESSOR harmless from and against any and all loss, costs, claims, demands, liabilities, actions or causes of action on account of injury to persons (including death) or damage or loss of LESSEE'S property arising out of or caused by the operation, maintenance or repair of LESSEE'S radio communication equipment and accessories on LESSOR'S above-mentioned premises.

4. LESSOR shall at all times be solely responsible for the care and maintenance of the radio tower and shall comply with any and all local, state or federal laws and/or regulations set forth by Federal Communications Commission and the Federal Aviation Administration rules and regulations. LESSOR will provide LESSEE with evidence of compliance as required by law.

LESSEE shall provide LESSOR evidence as required by law of LESSEE'S FCC radio license with frequency (s) information, etc.

LESSEE shall install, operate and maintain its equipment in accordance with applicable laws and regulations.

5. LESSEE agrees to be responsible for any damage to LESSOR'S property on above mentioned premises if damage is caused by LESSEE'S equipment, employees, agents, contractors, licensees or invitees.

6. It is understood and agreed that the LESSOR will do everything possible to avoid frequency interference.

7. It is understood and agreed by and between the parties hereto that the parties will not be permitted to install or remove any equipment other than normal maintenance and/or repair without LESSOR'S permission. This is for safety of the LESSEE, as well as the protection of all parties. LESSEE, its employees and agents shall have the unrestricted right of access to its equipment on LESSOR'S premises for the purposes of maintenance and/or repair of LESSEE'S equipment.

8. It is understood and agreed by and between the parties hereto that LESSOR is not responsible for loss of communications due to the loss of electrical power or the failure of equipment. It is further understood and agreed by and between the parties hereto that LESSOR is not responsible for frequency interference, collapsing of tower, fire, theft or any acts of God.

9. All materials, and equipment placed on LESSOR'S premises by LESSEE shall remain the personal property of, and may be removed by, LESSEE at any time prior to the expiration of the term or cancellation of the lease or any extension thereof, and shall be removed forthwith by LESSEE upon termination of this lease. LESSOR shall have no interest in and to said materials and equipment.

10. It is understood and agreed by and between the parties hereto this agreement is personal and cannot be assigned by LESSEE to a third party without the prior written consent of LESSOR.

11. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed as follows:

LESSEE: **High Plains Public Radio KANZ/KZNA**  
**Executive Director**  
**The Kanza Society, Inc.**  
**210 N. Seventh**  
**Garden City, KS 67846**  
**316-275-7444 V**  
**316-275-7496 F**

LESSOR **Larry's Professional 2-Way  
A Division of Kar Kall, Inc.  
2010 Road 60  
Goodland, KS 67735  
785-899-6662**

Any such notice or ~~demand~~ shall be deemed to have been given or made at the time it is deposited in the United States Post Office. LESSOR or the LESSEE may from time to time designate any other address for this purpose by written notice to the other party.

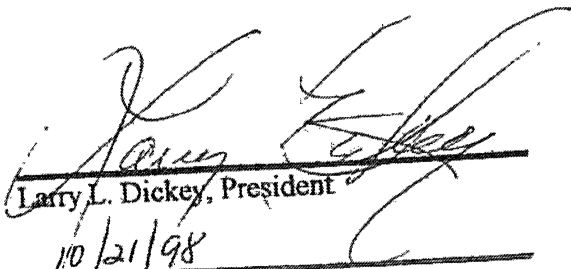
12. It is ~~understood~~ and agreed by and between the parties hereto the lease will start on the 15<sup>th</sup> day of JULY, 19 98.

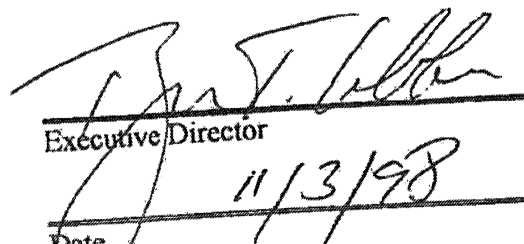
13. It is understood and agreed by and between the parties hereto that this agreement shall enure to and be binding upon the parties hereto, their heirs, devisees, legatees, administrators or successors in interest.

14. This lease shall be governed and construed in accordance with the laws of the State of Kansas.

LESSOR

LESSEE

  
Larry L. Dickey, President  
10/21/98  
Date

  
Executive Director  
11/3/98  
Date

**FIRST AMENDMENT TO RENTAL AGREEMENT**

This first amendment to the tower space rental agreement is being made this 14<sup>th</sup> day of July, 2005 (the "Effective Date") between **Larry's Professional 2-Way**, having an address at 2010 Road 60, Goodland, KS 67735 ("Lessor") and **Kanza Society, Inc.**, a non profit Kansas corporation and licensee of **High Plains Public Radio KANZ/KZNA**, with a principal place of business located at 210 N. Seventh, Garden City, KS 67846 ("Lessee").

**WHEREAS**, Lessor and Lessee entered into a Tower Space Lease Agreement dated July 1, 1998 ("the Rental") for the leasing of space at the Property located at 1909 Road P, Colby, Kansas (N. Latitude 39 - 21 - 04)(W. Longitude 101 - 03 - 13); and

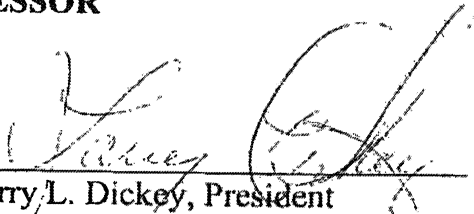
**WHEREAS**, Lessor and Lessee desire to amend a certain provision of the lease in order to modify the monthly rental payable by Lessee to Lessor pursuant to **section 2** of the rental agreement.

Effective as of the effective date **section 2** of the rental agreement is deleted in its entirety and replaced with the following:

2. It is agreed by and between the parties hereto that the rent is based upon the antennae height, number of antennae, satellite downlink dish and cabinet space and associated equipment. It is agreed the antennae height is **350 feet**. The monthly rent is to be **.66 per foot plus \$25.00** for one cabinet space and 120 VAC, 60 Hz electrical service for that space. Rent to be paid monthly. Billing will be **\$231.00** for tower rent and space for satellite downlink and **\$25.00** for one cabinet space for a total amount of **\$256.00**. Rent is to be paid in advance for service as indicated.


**IN WITNESS WHEREOF**, the undersigned have executed this amendment as of the date first written above.

**LESSOR**

  
\_\_\_\_\_  
Larry L. Dickey, President

6-25-05  
\_\_\_\_\_  
Date

**LESSEE**

  
\_\_\_\_\_  
Executive Director

7/14/05  
\_\_\_\_\_  
Date

