


PURCHASE AGREEMENT

C.S.N. 
DECEMBER

This Purchase Agreement (this "Agreement") is made this 6TH day of ~~November~~, 2004, between **CHARLES S. NAMEY** ("Seller") and **WORD OF GOD FELLOWSHIP, INC.**, a Georgia not-for-profit corporation ("Buyer").

WHEREAS, Seller holds a license (the "License") issued by the Federal Communications Commission ("Commission") to operate on Channel 14 a Low Power Television Station, WTOF-LP, Orlando, Florida (hereinafter referred to as the "Station"); and

WHEREAS, Seller has been granted a Construction Permit on Channel 50 to modify the Station's license referenced above to the specifications provided by the Buyer which specifications were obtained independently through Buyer's selected Engineer; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the License and construction permit; and

WHEREAS, the parties hereto will be unable to complete the Closing of this Agreement until after the Commission has granted its consent to the assignment of the License and permit for the Station contemplated herein together with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the terms and conditions set out below, and with intent of being bound hereby, the parties agree to the following:

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1. Conditioned upon the Commission's granting Approval of the assignment of the License and permit for the Station to Buyer and satisfaction or performance of the other arrangements, terms and conditions set forth herein, Buyer agrees to purchase from Seller and Seller agrees to assign to Buyer on the Closing Date, as hereinafter defined, the License and permit as described on the attached Exhibit A, (collectively, the "Assets"). Notwithstanding anything contained herein to the contrary, Seller is not selling, transferring, delivering or conveying to Buyer any right, title or interest of Seller in or to any tangible or intangible property of any kind except the License and permit. Such property excluded from this transaction includes, but is not limited to, cash, bank accounts or deposit accounts of any kind, utility deposits, security deposits, accounts receivable, and any other personal or real property of Seller.

2. Seller warrants that it possesses a valid License and permit from the Commission to operate the Station set forth in Exhibit B. To the best of Seller's knowledge, the License and permit for the operation of the Station are not subject to any pending or threatened adverse action or proceedings by the Commission or other controlling governmental authority and that pending approval of the assignment of License and permit for the Station, Seller will continue to hold the License and permit in accordance with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and the Rules and Regulations of the Federal Communications Commission.

3. In consideration of the performance by Seller of the covenants and agreements contained herein, Buyer agrees to pay a Purchase Price of Three Hundred Thousand Dollars (\$300,000.00) (the "Purchase Price") for the License and permit, payable as follows:

(a) The sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Escrow Deposit" which will be provided to Seller's Attorney upon Buyer's execution of this

Agreement and Escrow Agreement). Seller's Attorney will serve as Escrow Agent in accordance with the Escrow Agreement attached hereto as Exhibit C; and,

(b) The balance of the Purchase Price of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) in the form of cashier's check, certified funds check or other immediately available funds to Seller at the Closing.

4. Seller warrants and represents to Buyer as follows:

(a) On the date hereof, Seller has and on the Closing Date will have a valid License and permit from the Commission for the Station, and there is neither pending nor to the best of Seller's knowledge threatened any action by the Commission to revoke or modify said License or permit;

(b) Seller has the right, power and authority to hold the License and permit for the Station and to sell the License and permit to Buyer;

(c) To the best of Seller's knowledge, the execution and delivery of this Agreement and the consummation of this transaction do not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which Seller is a party or is bound or constitute a default thereunder;

(d) Seller will, prior to the date of Closing, take all requisite action to assist in the approval of this Agreement and the assignment of the License and permit from Seller as contemplated by this Agreement;

(e) No litigation at law or in equity and no proceeding before any commission or other administrative or regulatory authority is pending or to the knowledge of Seller threatened against or affecting the License and permit of the Station.

(f) There are no debts, liens, or encumbrances of any kind against the Station, other than unsecured trade debt incurred in Seller's ordinary course of business, which will be paid in full within five (5) business days after completion of the Closing.

(g) No representation or warranty by Seller contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Buyer with complete and accurate information as to the License and permit.

5. Buyer warrants and represents to Seller as follows:

(a) Buyer has the right, power and authority to hold the License and permit for the Station and to buy the License and permit from Seller;

(b) To the best of Buyer's knowledge, the execution and delivery of this Agreement and the consummation of this transaction does not conflict with or result in a breach of any of the terms, provisions or conditions of any statute, regulation or court or administrative order or process, or any agreement or instrument to which buyer is a party or by which any of them is bound or constitute a default thereunder.

(c) Buyer has, prior to the date of the execution of this Agreement, taken all requisite corporate action to approve this Agreement and the assignment of the License and permit from Seller as contemplated by this Agreement and the undersigned officers of Buyer are authorized to execute this Agreement and all associated documents on its behalf..

(d) Buyer knows of no reason why it should not be qualified before the Federal Communications Commission to carry out the terms of this Agreement;

(e) Buyer represents that it has had ample opportunity to investigate, inspect and determine that the current license being sold is suitable for their intended use and purpose and that the construction permit which has been approved by the FCC was based upon the engineering specifications and other information provided by the Buyer which was obtained by the Buyers' independently chosen engineer and consultants. The Buyer further represents that it has independently conducted its own investigation and interference study for the construction permit and that said permit was granted by the FCC based upon displacement of Low Power Channel 14 by a Full Power Station Allocation. The Buyer acknowledges that the Seller is not responsible for providing or installing any equipment needed for the construction and operation of proposed WTOF Channel 50;

(f) No representation or warranty by Buyer contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Seller with complete and accurate information;

(g) Buyer will, prior to the date of Closing, take all requisite action to assist in the approval of this Agreement and consummation of this Agreement in a timely fashion;

6. This entire Agreement is subject to the approval of the Commission of the assignment of the License and permit contemplated hereby, without any conditions materially adverse to Buyer. Seller and Buyer shall as soon as practicable make such application and take such other steps as may be necessary to secure the written consent of the Commission to all

actions contemplated herein. Each party agrees to cooperate with the other fully in securing the necessary approval of the Commission and to file an application with the Commission within ten (10) days or less from the date of this Agreement to be prepared and submitted by Buyer's Attorney. All FCC filing costs for such application shall be paid by Buyer and Buyer and Seller and each will be responsible for their own legal costs.

7. It is agreed that Seller shall maintain and control the ownership of the License and permit for the Station until the Closing Date following approval by the Commission of the assignment application contemplated herein. Prior to completion of the Closing, Seller will timely file with the Commission all documents required to keep its License and permit in full force and effect.

8. In the event consent of the Commission to the arrangements, terms and conditions provided for in this Agreement shall not have become Final, as defined herein, on or before April 1, 2005, or such application is designated for hearing by the Commission, Seller or Buyer may terminate this Agreement by giving notice to the other in writing. In the event that this Agreement is terminated pursuant to the provisions of this paragraph, both parties hereto shall execute any documents and take any action necessary with the Commission to withdraw or rescind the application for the transfer of the License and permit to Buyer and shall thereafter stand fully released and discharged of any and all obligations and Seller shall thereafter return the Escrow Deposit to Buyer provided that the failure of the Commission to grant said application does not arise through the violation or breach of one of the covenants of this Agreement by either Buyer or Seller.

9. All payments and the assignment of License and permit as contemplated by this Agreement shall occur at the closing of this transaction (the "Closing"), which occur on the earlier of the following (the "Closing Date"): (a) ten (10) business days after the Commission consent to the application for assignment of the License has become final (i.e. no longer subject to Administrative or judicial review); or April 1, 2005 or as otherwise mutually agreed by the parties. The Closing shall take place at 5809 Nicholson Lane, Suite 124, North Bethesda, Maryland or by facsimile transmission with overnight delivery of original documents. The date and place of Closing may be changed by mutual consent of the parties. At the Closing, the parties shall execute and deliver any documents necessary to effect the transfer of the License and permit and the Assets to Buyer, including, without limitation, a Bill of Sale in a form mutually acceptable to the parties.

10. In the event either party hereto commits a substantial breach of any material agreement set forth herein, then the remedies for such breach shall be as follows:

(a) If such default be by Buyer, Seller shall be entitled to Twenty-Five Thousand Dollars (\$25,000.00) as liquidated damages from Buyer as its sole and exclusive remedy for any and all breaches or defaults by Buyer hereunder. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agreeing that the Escrow Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform hereunder

(b) If such default be by Seller, Buyer shall be entitled to: (i) the return of the Escrow Deposit and to pursue any claims for actual compensatory damages for actual out of pocket expenses expended, arising from such default; or, (ii) seek specific performance of this Agreement.

11. All this Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. Any actions between the parties arising out of this Agreement shall be

brought and maintained in a court of competent jurisdiction in Florida. Each party hereby irrevocably waives its rights to trial by jury in any litigation between the parties hereto.

12. Any notices required or permitted to be given to Seller by Buyer shall be deemed sufficient if mailed with postage prepaid by certified or by registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

Charles S. Namey
P.O. Box 418
Winter Park, FL 32789

Any notice required or permitted to be given to Buyer by Seller shall be deemed sufficient if mailed with postage prepaid by certified or registered mail, return receipt requested, or by Federal Express/Postal Overnight restricted delivery to:

Marcus D. Lamb, President
Word of God Fellowship, Inc.
3901 Highway 121 South
Bedford, TX 76021

The above addresses may be changed by written notice of such change to the last address designated. All notices shall be deemed given upon the earlier of actual delivery to the intended recipient or three (3) calendar days after being deposited in the United States Mail as provided above.

13. This Agreement shall inure to and be binding upon the successors, representatives, heirs and assigns of the respective parties hereto. Buyer shall be entitled to assign its rights under this Agreement to another entity prior to submission of the Application For Transfer to the FCC, and provided that said request does not create additional delay, upon written consent of Seller, which consent shall not be withheld unreasonably.

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14. This Agreement may be executed in any number of counterparts.

15. This Agreement may be amended, modified, superseded or canceled, and the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

16. The duties, responsibilities and obligations of each party hereunder are expressly conditioned on the compliance or performance in all material respects, unless waived, of all of the terms, covenants and conditions to be complied with or performed by each of the other parties on or before Closing.

17. The representations, warranties, covenants and agreements contained herein shall be deemed to be material and relied upon by the party to which they are made and shall survive the execution, delivery and performance of this Agreement, consummation of the transaction contemplated hereunder and any investigation made by or on behalf of the parties at any time.

18. This Agreement contains the entire understanding among the parties and supersedes all prior written or oral agreements between them respecting the within subject matter unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

19. The representations and warranties of the parties contained in this Agreement shall be true and correct in all material respects at and as of Closing as though such representations and warranties were made at and as of such time.

20. In the event that either party hereto institutes an action or other proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or other proceeding shall be entitled to an award of all reasonable costs and reasonable attorneys' fees as determined by the Court, in addition to any other relief granted.

21. Seller shall defend, indemnify, save and hold harmless Buyer and its successors and assigns, from and against any and all costs, losses, liabilities, obligations, lawsuits, claims and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, (collectively, "Claims") incurred in connection with or arising out of or resulting from (a) any breach of any covenant, representation or warranty made by Seller in this Agreement; or, (b) any liability, obligation or commitment of any nature (absolute, accrued, contingent or otherwise) of Seller relating to the License, permit or the Assets arising out of a transaction entered into by Seller or an event occurring prior to the Closing (except for post-Closing obligations of Seller under any agreements being assumed by Buyer). Within fourteen (14) days after Buyer receives actual knowledge of any claims which Buyer reasonably and in good faith determines may give rise to Seller's liability hereunder, Buyer shall provide written notice of such potential claims to Seller.

22. Buyer shall defend, indemnify, save and hold harmless Seller, and its successors and assigns, from and against any and all Claims incurred in connection with or arising out of or

resulting from (a) any breach of any covenant, representation or warranty made by Buyer in this Agreement; or (b) any liability or obligation incurred by Buyer relating to Buyer's ownership or operation of the Station, License, permit or Assets after the Closing,. Within fourteen (14) days after Seller receives actual knowledge of any claims which Seller reasonably and in good faith determines may give rise to Buyer's liability hereunder, Seller shall provide written notice of such potential claims to Buyer.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, with each version deemed an original, on the date and in the place first mentioned above.

SELLER:

CHARLES S. NAMEY

Charles S. Namey 12.07.2004

BUYER:

WORD OF GOD FELLOWSHIP, INC.

By: Marcus D. Lamb
Marcus D. Lamb
It's President

EXHIBIT A

STATION ASSETS

1. Station License WTOF-LP Channel 14, Orlando, Florida
2. Construction Permit WTOF Channel 14 to Channel 50, Orlando, Florida
3. Station Good Will
4. No land, leases, equipment, tools, accounts receivable or other tangible/intangible property are included.

EXHIBIT B

**LICENSE and
CONSTRUCTION PERMIT**

United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

CHARLES S. NAMEY
P.O. BOX 418
WINTER PARK FL 32789

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 10550

Grant Date: March 13, 1997

This license expires 3:00 a.m.
local time, February 01, 2005.

Call Sign: WTOF-LP

License File Number: BLTTL-19970122JD

This license covers Permit No.: 930402R1

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: WTOF-LP

License No.: BLTTL-19970122JD

Name of Licensee: CHARLES S. NAMEY

Station Location: FL-HAINES CITY

Frequency (MHz): 470 - 476

Offset: MINUS

Channel: 14

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SCA ODD930402R1

Major lobe directions 130 305
(degrees true):

Antenna Coordinates: North Latitude: 28 deg 21 min 31 sec

West Longitude: 81 deg 30 min 45 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 20.8 kW

Maximum ERP in any Horizontal and Vertical Angle: 20.8 kW

Height of radiation center above ground: 96 Meters

Height of radiation center above mean sea level: 127 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 99 Meters

*** END OF AUTHORIZATION ***

United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

CHARLES S. NAMEY
P.O. BOX 418
WINTER PARK FL 32789

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 10550

Grant Date: October 07, 2004
This permit expires 3:00 a.m.
local time, October 16, 2005.

Call Sign: WTOF-LP

Permit File Number: BMPTTL-20040923AET

This permit modifies permit no.: BMPTTL-20001010AAF

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: CHARLES S. NAMEY

Station Location: FL-ORLANDO

Frequency (MHz): 686 - 692

Offset: PLUS

Channel: 50

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SWR SWMP16BA-CP

Major lobe directions 50 123 338
(degrees true):

Antenna Coordinates: North Latitude: 28 deg 25 min 22 sec

West Longitude: 81 deg 27 min 35 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 87kW

Maximum ERP in any Horizontal and Vertical Angle: 150 kW

Height of radiation center above ground: 77 Meters

Height of radiation center above mean sea level: 106 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 77 Meters

Special operating conditions or restrictions:

- 1 The authorization of a license to operate this station is conditioned upon the use of a transmitter that has been type accepted or meets Commission type acceptance requirements at a visual carrier frequency tolerance of plus/minus 1 kHz. In the event the transmitter has not been type accepted at this tolerance, the permittee shall, in the license application, provide full engineering data that demonstrates compliance with Section 74.750 (c) (3) (iii) of the Commission's Rules.
- 2 This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

*** END OF AUTHORIZATION ***

EXHIBIT C

ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made as of this 6TH day of December, 2004, by and among Charles S. Namey ("Seller"), Word of God Fellowship, Inc. ("Buyer"), and Irwin N. Sperling, P.A., Orlando, Florida, acting as Escrow Agent ("*Escrow Agent*").

RECITALS

Buyer and Seller have entered into a Purchase Agreement dated DECEMBER 6, 2004. Pursuant to Paragraph 3(a) of the Purchase Agreement, Buyer, to secure its obligations thereunder, is required within three (3) business days of its' execution of the Agreement, to deposit the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in escrow.

Buyer and Seller desire that Escrow Agent holds these funds as provided in this Agreement.

In consideration of the mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. ***Receipt of Escrow Deposit.*** By its signature below, Escrow Agent acknowledges receipt of funds from Buyer totaling TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (the "*Escrow Deposit*"). Escrow Agent agrees to hold and to disburse the Escrow Deposit only in accordance with this Agreement.

2. ***Holding of Escrow Deposit.*** The Escrow Deposit shall held in the Attorney Trust Account of Irwin N. Sperling, P.A., which is non-interest bearing.

3. ***Release of Escrow Deposit.***

3.1. ***Joint Written Instructions.*** Except as provided in **Section 3.2** hereof, Escrow Agent shall release the Escrow Deposit to either party only upon receipt of (i) joint written instructions executed by Buyer and Seller, or (ii) an order of a court in accordance with **Section 4.1.2** hereunder. Upon release of the Escrow Deposit as provided for herein, this Agreement shall terminate, and the Escrow Agent shall be discharged of any further liability.

3.2. ***Claim of Entitlement to Escrow Deposit.*** Either party may notify the Escrow Agent and the other party of its claim that it is entitled to the Escrow Deposit. Such claiming party shall, in reasonable detail, cite the Section(s) of the Purchase Agreement and the facts and circumstances supporting its claim. Unless the other party objects by notice to the Escrow Agent and the other party within fourteen (14) days of its receipt of the claim, the Escrow Agent shall promptly release the Escrow Deposit to the claiming party. If the other party does so object, then the Escrow Agent shall continue to hold the Escrow Deposit and shall release it only in accordance with the terms hereof. Each party agrees that it will act only in good faith in making any claim or any objection pursuant to this **Section 3.2**.

4. Duties of the Escrow Agent.

4.1. Duties in General.

4.1.1. Express Duties. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein (and required by applicable law), which the parties agree are ministerial in nature. If in doubt as to its duties and responsibilities hereunder, the Escrow Agent may consult with counsel of its choice and shall be protected in any action taken or omitted in good faith in connection with the advice or opinion of such counsel.

4.1.2. Actions in Event of Litigation. If the Escrow Agent should become involved in litigation with respect to this Agreement for any reason, Escrow Agent is hereby authorized to deposit the Escrow Deposit with the Clerk of such court in which such litigation is pending, or to interplead all interested parties in any court of competent jurisdiction and to deposit with the Clerk of such court the Escrow Deposit. Upon the happening of either of the above, the Escrow Agent shall stand fully relieved and discharged of any further duties hereunder.

4.2. Exculpation. Except for the Escrow Agent's own willful misconduct, bad faith or gross negligence (i) the Escrow Agent shall have no liability of any kind whatsoever for its performance of any duties imposed upon the Escrow Agent under this Agreement or for any of its acts or omissions hereunder; (ii) the Escrow Agent shall not be responsible for any of the acts or omissions of the parties hereto; (iii) the Escrow Agent shall not be liable to anyone for damages, losses or expenses arising out of this Escrow; and (iv) the Escrow Agent may rely and/or act upon any written instrument, document or request believed by the Escrow Agent in good faith to be genuine and to be executed and delivered by the proper person, and may assume in good faith the authenticity, validity and effectiveness thereof and shall not be obligated to make any investigation or determination as to the truth and accuracy of any information contained therein.

4.3. No Additional Duties. The Escrow Agent shall have no duties except those that are expressly set forth herein, and he shall not be bound by any notice of a claim or demand hereunder, or any waiver, modification, amendment, termination or rescission of this Agreement, unless received by it in writing.

4.4. Miscellaneous. The Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through its agents or attorneys. The Escrow Agent shall not be responsible for and shall not be under a duty to examine or pass upon the validity, binding effect, execution or sufficiency of this Agreement or of any agreement amendatory or supplemental hereto.

5. Indemnification of the Escrow Agent. In consideration of their acceptance of the appointment as Escrow Agent, Buyer and Sellers jointly and severally agree (i) to indemnify and hold the Escrow Agent harmless as to any loss, liability or expense incurred without gross

negligence, bad faith or willful misconduct by the Escrow Agent to any person by reason of its having accepted the same or in carrying out any of the terms hereof, and (ii) to reimburse the Escrow Agent on request for all its reasonable attorneys' fees and other reasonable costs and expenses incurred by it in connection with carrying out its duties hereunder.

6. **Resignation of the Escrow Agent.** The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) Business Days written notice to the parties. Upon their receipt of notice of resignation from the Escrow Agent, Buyer and Seller shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the parties do not agree upon a successor Escrow Agent within fifteen (15) Business Days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the parties shall have the right at any time upon not less than seven (7) Business Days written notice to terminate their appointment of the Escrow Agent, or the successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or the successor Escrow Agent shall continue to act as Escrow Agent until a successor is appointed and qualified to act as Escrow Agent.

7. **Benefit.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors and permitted assigns of the parties hereto.

8. **Notice.** Any notice required hereunder shall be in writing and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to Federal Express or any other nationally recognized overnight delivery service, in each case addressed to:

Escrow Agent:

Irwin N. Sperling, PA
1212 East ~~Ridgewood~~ Street *Ridgewood Street*
Orlando, FL ~~32808~~ *32803*
Phone: 407/894-4627

Seller:

Charles S. Namey
P.O. Box 418
Winter Park, FL 32790

Buyer:

Word of God Fellowship, Inc.
PO Box 612066
Dallas, TX, 75261
Fax: 817-571-7458
Attn. Mr. Marcus D. Lamb, President

C.S.N.

8.1. **Alternate Addressees.** Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party(ies).

8.2. **Date of Notice, Action.** The date of personal delivery or the delivery date (or date of attempted delivery and refusal by the addressee) specified on any receipt from the U.S. Mail or courier service specified herein shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Maryland, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

9. **Assignment.** Buyer and Seller may assign their rights under this Agreement to the same extent they are permitted to assign their rights and obligations under the Purchase Agreement

10. **Headings.** The headings of these paragraphs of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way modify, interpret or construe the meanings of the parties. The paragraph headings shall be given no effect in the construction or interpretation of this Agreement.

11. **Counterpart Signatures.** This Agreement may be executed by the parties in any number of counterparts and each executed copy shall be an original for all purposes without accounting for the other copies. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the parties.

12. **Scope of Agreement.** This Agreement, when read with Purchase Agreement, as modified or amended, (collectively the "Transaction Documents"), constitutes the entire understanding between the parties and, except for the other agreements noted therein or made exhibits to the Transaction Documents, there are no other agreements, representations, warranties, or understandings, oral or written, between or among the parties with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument.

13. **Number and Gender.** Whenever required by the context, the singular number shall include the plural and the masculine or neuter gender shall include all genders.

14. **Waiver.** Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provisions of this Agreement shall be deemed a waiver of any other provisions of this Agreement or a consent to any subsequent breach of the same or other provisions.

CSN

15. **Invalidity.** The invalidity or unenforceability of any term or provision of this Escrow Agreement, or the application of such term or provision to any person or circumstances, shall not impair or affect the remainder of this Agreement and its application to other persons and circumstances, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue for any legal proceedings shall be in Orange County, Florida.

17. **Capitalized Terms.** Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning(s) ascribed to them in the Purchase Agreement.

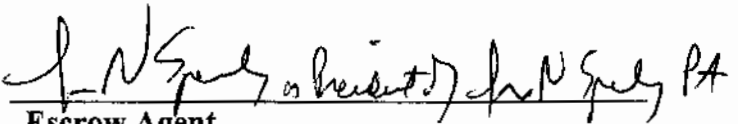
18. **Expenses.** Buyer and Seller each shall pay one-half of the Escrow Agent's reimbursable expenses, if any, promptly upon being invoiced by Escrow Agent, provided that such expenses are reasonably and prudently incurred in the furtherance of his duties and responsibilities under this Agreement.

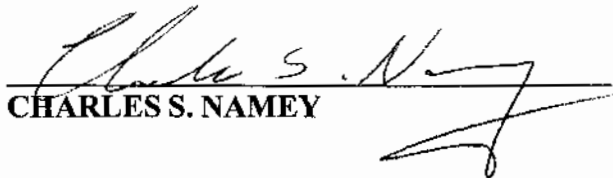
19. **Construction of Agreement.** This Agreement is the product of negotiation and preparation by, between and among Buyer, Seller, and Escrow Agent, and their respective attorneys or counselors. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for one party or another, and shall be construed accordingly.

C.S.N.

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

IRWIN N. SPERLING, PA

By: 
Escrow Agent

By: 
CHARLES S. NAMEY

WORD OF GOD FELLOWSHIP, INC.

By: 
MARCUS D. LAMB
PRESIDENT

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