

## ASSET DONATION AGREEMENT

**THIS ASSET DONATION AGREEMENT** is made by and between Life On The Way Communications, Inc., licensee of FM broadcast translator station K211DA, Selma, California, (hereafter the "Assignor") and One Ministries, Inc. (hereafter "Assignee"), on this 8th day of July, 2015, for valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree, stipulate and contract as follows:

WHEREAS, Assignor holds a license from the Federal Communications Commission ("FCC") for an FM translator station at Selma, California, that has been issued the FCC call letters K211DA and the facility ID number of 82178 (hereafter the "Station"); and

WHEREAS, Assignor desires to donate to the Assignee, and Assignee desires to accept a donation from Assignor of the Station; and

WHEREAS, the Parties jointly understand that the proposed sale of the Station must be approved by the FCC in order to achieve approval for the donation.

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

I. ASSETS TO BE DONATED. Assignor agrees to convey to Assignee all of its right, title and interest in the Station license (as shown in Exhibit A hereto) and assets (as shown in Exhibit B hereto).

II. DONATION TERMS. The Assignor shall donate and assign the license and assets for the Station to the Assignee and no consideration shall be paid to the Assignor in connection with this transaction.

III. THE FCC APPLICATION. Within five (5) business days following the execution hereof 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 from the Assignor to the Assignee. 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 Assignor's counsel.

IV. REPRESENTATIONS OF ASSIGNOR. The Assignor represents and warrants to Assignee that:

- a) Assignor is legally qualified to execute this Agreement and there are no legal impediments to the execution or consummation of the transaction contemplated herein;
- b) Assignor holds clear title to the Station license to be conveyed hereunder and the other assets to be conveyed to the Assignee;
- c) The FCC Station license is in full force and effect and the terms contained therein and in the license may be assigned to Assignee without any adverse conditions assuming all those terms are met by the Assignee and the license renewal application is approved by the FCC; and
- d) Assignor knows of no reason that the contemplated transaction cannot be consummated as proposed herein.

V. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE. The Assignee hereby represents and warrants;

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

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

VII. DAMAGES. In the event this transaction cannot be consummated for any reason neither party is entitled to seek monetary or other damages in connection herewith.

VIII. ASSUMPTION OF LIABILITIES. The Assignee shall not assume, or be responsible for, any of the liabilities or obligations of the Assignor.

IX. EXCLUSIVE DEALINGS. The Assignor 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 Assignor, in its sole discretion, if the transaction contemplated herein has not been closed as of six months from the filing date of the Assignment Application due to facts and circumstances beyond the control of the Assignor. This Agreement may be terminated by the Assignee, in its sole discretion, if the transaction contemplated herein has not been closed as of six months from the filing date of the Assignment Application due to facts and circumstances beyond the control of the Assignee.

**XI. DELIVERIES AT THE CLOSING.** At the closing, the Assignor will deliver the following to the Assignee:

- a) A Bill of Sale for the Station license and assets; and
- b) Such other instruments as Assignee may reasonably request; provided that the Assignor is under no obligation to assign the lease for the tower at the current transmitter site to the Assignee and the Assignee is responsible for entering into a lease at that site should it chose to do so.

At the closing, the Assignee will deliver to the Assignor the following:

- a) Such other instruments as Assignor may reasonably request.

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

The representations and warranties given herein shall survive the closing for a period of one year.

**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 Assignor:           Mr. Gary Curtis  
Vice President  
Life On The Way Communications, Inc.  
14820 Sherman Way  
Van Nuys, CA 91405-2233  
gcurtis@ktlw.net

and                           Jeffrey D. Southmayd  
Southmayd & Miller  
4 Ocean Ridge Boulevard South  
Palm Coast, FL 32137  
386.445.9156  
jdsouthmayd@msn.com

If to Assignee:           Mr. Keith Leitch  
President  
One Ministires, Inc.  
P.O. Box 1180  
Santa, Rosa, California 95402  
kleitch@agilent.com

**XIV. FCC APPLICATIONS.** The Assignor agrees to file such applications to modify the Station construction permit as the Assignee shall desire to file with the FCC subsequent to the execution date hereof and while the assignment application for

the Station construction permit is pending before the FCC. Assignee shall pay all expenses applicable to the filing of such applications. The Closing hereunder shall not, however, be contingent or conditioned upon FCC approval of any such applications.

XV. BROKER. The Parties stipulate and agree no broker is entitled to the payment of a brokerage fee in connection with the transaction which shall be paid by the Assignee.

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

XVI. 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.

ASSIGNEE: ONE  
MINISTRIES, INC.

ATTEST

\_\_\_\_\_  
President

\_\_\_\_\_

ASSIGNOR: LIFE ON THE WAY.  
COMMUNICATIONS, INC.

ATTEST:

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_

the Station construction permit is pending before the FCC. Assignee shall pay all expenses applicable to the filing of such applications. The Closing hereunder shall not, however, be contingent or conditioned upon FCC approval of any such applications.

XV. BROKER. The Parties stipulate and agree no broker is entitled to the payment of a brokerage fee in connection with the transaction which shall be paid by the Assignee.

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ASSIGNEE: ONE  
MINISTRIES, INC.

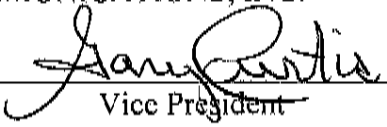
ATTEST


\_\_\_\_\_  
President

ASSIGNOR: LIFE ON THE WAY.  
COMMUNICATIONS, INC.

ATTEST:

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

  
Vice President



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ASSIGNEE: ONE  
MINISTRIES, INC.

Keith Leitch  
President

ATTEST

Keith J. Leitch

ASSIGNOR: LIFE ON THE WAY.  
COMMUNICATIONS, INC.

ATTEST:

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_

## EXHIBIT A



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

Authorizing Official:

Official Mailing Address:

LIFE ON THE WAY COMMUNICATIONS, INC.  
14820 SHERMAN WAY  
VAN NUYS CA 91405

Daniel J. Fontaine  
Supervisory Engineer  
Audio Division  
Media Bureau

Facility Id: 82178

Call Sign: K211DA

License File Number: BLFT-19980626TD

Grant Date: September 22, 1998

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

This license covers Permit No.: BPFT-960506TE  
as last extended by Permit No.: BMPFT-980616TD

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: K211DA

License No.: BLFT-19980626TD

Name of Licensee: LIFE ON THE WAY COMMUNICATIONS, INC.

Principal community to be served: CA-SELMA

Primary Station: KTLW (FM) , Channel 205, LANCASTER, CA

Via: Other

Frequency (MHz): 90.1

Channel: 211

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 36 deg 34 min 09 sec

West Longitude: 119 deg 36 min 40 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: kW

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

Major lobe directions (degrees true): Not Applicable

Horizontally Polarized Antenna:	Vertically Polarized Antenna:
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Effective radiated power in the Horizontal Plane (kw):	0.12
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Height of radiation center above ground (Meters):	12
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Height of radiation center above mean sea level (Meters):	105
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Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 15 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee 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 \*\*\*

## EXHIBIT B

## Vendor

## Equipment

Already in KTLW Stock.	1 Channel Master 1.2 meter receive dish KU Band LNB
Provided by Previous owner.	1 Scala FMV Transmit Antenna
Provided by Previous owner.	Wegener DR-96Q Satellite Receiver
Provided by Previous owner.	Inovonics RDS Encoder Model 701
Provided by Previous owner.	100 feet R6-6 Coax
	100 feet RG-58 Coax
	1 Desktop equipment rack 18" height
Broadcast General Store	Broadcast Tools DC8-Plus Dial-up Remote Control.
Broadcast General Store	Broadcast Warehouse TX300 FM Transmitter (300 Watt)
	Rolls FM Tuner RS79b.
RF Specialties	Mid Atlantic Single Space Rack Tray
Already in KTLW Stock	Two APS 1400 UPS units
Electronic City	Miscellaneous wiring materials.
Radio Shack	Phone for remote unit.
Radio Shack	3 position manual audio monitor switch.