

AGREEMENT FOR SALE AND PURCHASE

KURS

This Agreement for the Sale and Purchase of the Broadcast Licenses for stations ~~KRVS-~~ FM, Lawton, Oklahoma, and translator K205DQ, Duncan, Oklahoma, and related personal property is entered into by and between LAWTON EDUCATIONAL BROADCASTING FOUNDATION, whose mailing address is 11 Winding Creek Road, Lawton, Oklahoma 73505-9642 (the "Seller") and AMERICAN FAMILY ASSOCIATION, INC., a Mississippi non-profit corporation whose mailing address is P.O. Drawer 2440, Tupelo, Mississippi 38803 (the "Purchaser").

RECITALS

A. Seller holds the noncommercial educational broadcast licenses (the "Licenses") issued by the Federal Communications Commission ("FCC") for the operation of ~~KRVS FM~~^{KURS} on frequency 90.3 MHz for Lawton, Oklahoma and for the operation of translator station K205DQ for Duncan, Oklahoma (the "Stations").

B. Seller owns certain personal property related to the Stations including antennas, transmitters and studio equipment.

C. Seller and Purchaser have entered into a Local Management Agreement, for lease of the broadcast time on the Stations.

D. Purchaser desires to buy from Seller and Seller desires to sell to Purchaser the Licenses, presently in full force and effect, together with the personal property related to the Stations, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, and the mutual

promises set forth herein, and the Sum of Ten Dollars (\$10.00), Seller and Purchaser, acknowledge, understand and agree as follows:

1. Seller and Purchaser shall cooperate in filing with the FCC an application for assignment of the Licenses to Purchaser. Purchaser shall reimburse Seller for the cost of newspaper publication of the notice of filing required by FCC rules. Seller shall provide proof of publication to Purchaser. In the event the Federal Communications Commission (FCC) issues a final denial of the Assignment Application, this Agreement shall terminate and be null and void, and neither party shall have any obligations or liability hereunder.

2. During the lifetime of Dorothy Wilson, Purchaser shall pay \$800.00 per month to the Dorothy Wilson Trust.

3. Seller shall provide Purchaser space on the existing KQRS-FM tower for the Station's antenna and shall provide housing for the Station's transmitter.

4. Purchaser shall separately meter and pay for its own utilities.

5. Seller shall allow Purchaser to use the existing KQRS-FM studio. However, after payments to the Dorothy Wilson Trust cease, continued use of the studio by Purchaser shall be subject to negotiation.

6. Seller shall assign to Purchaser its leasehold interest in the tower facilities for K205DQ as evidenced by the lease attached hereto as Exhibit B. Purchaser shall assume the obligations under that lease.

7. The parties declare that except as provided in this Agreement and in the Local Marketing Agreement of even date, there are no agreements or understandings for Seller's retention of any interest in the License, for options, or any other means by which the Seller may

acquire such an interest; or for any other actual or potential benefit to the Seller.

8. The closing shall take place upon the FCC's grant of the Assignment Application, becoming a Final Order not subject to review or reconsideration by administrative body or Court, or on such other date as the parties may agree.

9. Purchaser and Seller each warrant and represent to the other that corporate resolutions have been duly and properly passed by their respective boards of directors, authorizing them to enter into this transaction.

10. This contract shall be construed under the laws of the State of Mississippi.

11. This Agreement and the Local Management Agreement are the complete agreement between the parties regarding the matters set forth herein, and any prior agreements, written or oral, are merged into this Agreement and superceded.

12. Any modification of this Agreement shall be void if not in writing and executed by authorized representatives of the Seller and Purchaser.

13. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

(The Signature Page is the next page.)

124. That AFA will continue to supply spots to
Lawton Christian School of 4 per 5 day week.

15. That AFA will continue to add to weather spot
the work brought to you by Beautiful Basin valley
development on Grosjean Basin valley road.

Development. an Grouped below having
16. That Harold M. Nelson will continue to do personal-
to " " " " V. I. P. & to provide local programming

SELLER: **Lawton Educational Broadcasting Foundation**

By: Harold O. Wilson
Harold Wilson, President

State of Oklahoma:

County of Comanche

On this 29 day of January, 2003, before me, the undersigned authority, personally appeared Harold Wilson, who acknowledged himself to be the President of Lawton Educational Broadcasting Foundation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Barbara J. Hile
NOTARY PUBLIC

My Commission Expires: 4/13/2004
Commission # 00005688

PURCHASER: **American Family Association, Inc.**
a Mississippi Nonprofit Corporation

By: Donald E. Wildmon
Donald E. Wildmon, Chairman

State of Mississippi:
County of Lee :

On this the 20th Day of January, 2003, before me, the undersigned authority, personally appeared Donald E. Wildmon, who acknowledged himself to be the Chairman of American Family Association, Inc, a Mississippi corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

In witness whereof I hereunto set my hand and official seal.

Patricia Bail Richardson
NOTARY PUBLIC

My Commission Expires: August 6, 2004