

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 3rd day of February, 2023 by and between Jesucristo Es Mi Fortaleza Church Inc., ("SELLER") and Iglesia Bautista El Calvario Inc. ("BUYER").

Recitals

WHEREAS SELLER has the license to the LPFM station as indicated on the attached addendum "A", which application has been granted a License by the FCC;

WHEREAS, BUYER would like to obtain the SELLER License; and

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

The Assignment. Subject to the conditions contained herein, SELLER agrees to assign and BUYER agrees to purchase the License for the FM Station as indicated on the attached addendum "A" as follows:

Purchase Price. The Purchase Price consists of a mutually agreed reimbursement to the current licensee for the value of the equipment in use for the operation of the station and for expenses incurred in the past 12 months of operation.

Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").

Closing. BUYER will pay the Purchase Price as agreed to within ten (10) days after approval of the Assignment Application, whereupon SELLER will provide to BUYER an instrument of conveyance suitable to the BUYER for the License.

Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the License. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

FCC Qualifications. BUYER represents warrants and covenants that they are qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.

Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof as properly disclosed and supersedes any prior agreement with respect thereto whether it is in writing or otherwise.

This Agreement may be amended only in writing by an instrument duly executed by both parties.

This Agreement is to be construed and enforced under the laws of Oklahoma. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Oklahoma.

This Agreement may be executed in counterparts.

The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

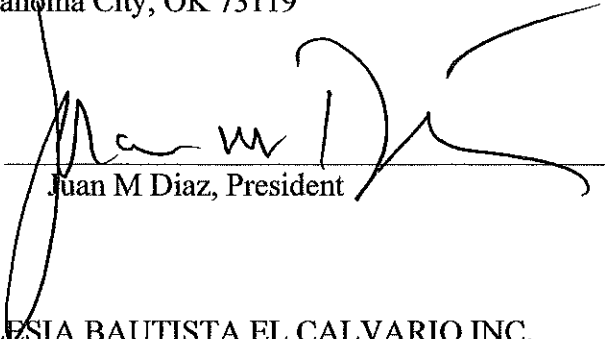
THE NEXT PAGE IS THE SIGNATURE PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

SELLER

Jesucristo Es Mi Fortaleza Church Inc
4305 S. Agnew
Oklahoma City, OK 73119

By:




Juan M Diaz, President

BUYER

IGLESIA BAUTISTA EL CALVARIO INC.
5728 S May Ave
Oklahoma City, OK 73119
(405) 664-1323

By



Daniel Morschina, President

ADDENDUM A

License

Location, Facility ID Number	Amount		At Closing	License Status
KWDW-LP Oklahoma City OK FACID 1929981	\$30,000.00		\$30,000.00	LICENSED
Equipment in use now included:				BLL-20140811AAS
FM Transmitter, coax cable, antenna				
Studio control and audio production and Processing equipment.				