

Federal Communications Commission Washington, D.C. 20554  <p style="text-align: center;"><b>FCC 345</b></p>	Approved by OMB 3060-0075 (September 2009)  FOR FCC USE ONLY
<p><b>APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR FOR ASSIGNMENT OF LICENSE OR PERMIT OF TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION</b></p> <p>Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO. -

**Section I - General Information**

1.	Legal Name of the Licensee/Permittee BIBLE BROADCASTING NETWORK, INC.		
	Mailing Address 11530 CARMEL COMMONS BOULEVARD		
	City CHARLOTTE	State or Country (if foreign address) NC	ZIP Code 28226 -
	Telephone Number (include area code) 7045235555	E-Mail Address (if available) MRALEY@BBNRADIO.ORG	
	FCC Registration Number:	Call Sign K256BW	Facility Identifier 147224
2.	Contact Representative (if other than Licensee/Permittee) GARY S. SMITHWICK, ESQ.	Firm or Company Name SMITHWICK & BELENDIUK, P.C.	
	Mailing Address 5028 WISCONSIN AVENUE, NW SUITE 301		
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20016 -
	Telephone Number (include area code) 2023634560	E-Mail Address (if available) GSMITHWICK@FCCWORLD.COM	
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)		
4.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?		<input type="radio"/> Yes <input checked="" type="radio"/> No
	If Yes, list pertinent authorizations in an Exhibit.		[Exhibit 1]

**NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.**

**Section II - Assignor/Transferor**

1.	<b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
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2. Application for (check only one box for A and B):

A.  Consent to Assignment of Construction Permit  Consent to Transfer Control of Permittee  
 Consent to Assignment of License  Consent to Transfer Control of Licensee  
 Amendment to pending application

If an amendment, **submit as an Exhibit** a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 2]

B.  TV Translator  Low Power TV Station  FM Translator  Digital Low Power TV  Digital TV Translator

3. Legal Name of the Assignor/Transferor  
**BIBLE BROADCASTING NETWORK, INC.**

Mailing Address  
 11530 CARMEL COMMONS BOULEVARD

City CHARLOTTE	State or Country (if foreign address) NC	Zip Code 28226 -
Telephone Number (include area code) 7045235555	E-Mail Address (if available) MRALEY@BBNRADIO.ORG	

If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]

4. Contact Representative (if other than assignee) **GARY S. SMITHWICK, ESQ.** Firm or Company Name **SMITHWICK & BELENDIUK, P.C.**

Mailing Address  
 5028 WISCONSIN AVENUE, NW  
 SUITE 301

City WASHINGTON	State or Country (if foreign address) DC	Zip Code 20016 -
Telephone Number (include area code) 2023634560	E-Mail Address (if available) GSMITHWICK@FCCWORLD.COM	

5. **Authorizations to be Assigned/Transferred.** List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
147224	K256BW	-	WACO	TX

6. **Agreements for Sale/Transfer of Station.** Licensee/permittee certifies that:

a. it has placed in its station records and submitted to the Commission as an Exhibit to this application copies of all agreements for the sale/transfer of the station(s);

b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and

c. these agreements comply fully with the Commission's rules and policies.

Yes  No

See Explanation in [Exhibit 4]

7.

	<p><b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 5]</p>
8.	<p><b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 6]</p>
9.	<p><b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
10.	<p><b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 7]</p>
11.	<p><b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
12.	<p><b>Anti-Discrimination Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated FM translator, TV translator, or low power television stations.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 8]</p>

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

<p>Typed or Printed Name of Person Signing JASON PADGETT</p>	<p>Typed or Printed Title of Person Signing SECRETARY-TREASURER</p>
<p>Signature</p>	<p>Date 5/13/2013</p>

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**NOTE:** In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

**Section III - Assignee/Transferee**

1.	<p><b>Certification.</b> Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
2.	<p>Legal Name of the Assignee/Transferee</p>	

GARY L. MOSS		
Mailing Address P.O. BOX 1629		
City CLEBURNE	State or Country (if foreign address) TX	Zip Code 76033 -
Telephone Number (include area code) 8176456643		E-Mail Address (if available) GMOSSCGR@AOL.COM
If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 9]		
3. Contact Representative (if other than assignee) ANNE GOODWIN CRUMP		Firm or Company Name FLETCHER, HEALD & HILDRETH, P.L.C.
Mailing Address 1300 N. 17TH STREET ELEVENTH FLOOR		
City ARLINGTON	State or Country (if foreign address) VA	Zip Code 22209 -
Telephone Number (include area code) 7038120400		E-Mail Address (if available) CRUMP@FHHLAW.COM
4. <b>Nature of Applicant.</b> Assignee/transferee is: <input checked="" type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other a. If "other", describe nature of applicant in an Exhibit. [Exhibit 10]		
5. <b>Agreements for Sale/Transfer of Station.</b> Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these b. agreements comply fully with the Commission's rules and policies.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]
6. <b>Character Issues.</b> Assignee/Transferee certifies that neither assignee/transferee nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]
7. <b>Adverse Findings.</b> Assignee/Transferee certifies that, with respect to the assignee/transferee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
8. <b>Alien Ownership and Control.</b> Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
9. <b>Financial Qualifications.</b> Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]

10.	<p><b>Rebroadcast Certification.</b> For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted</p> <p>Primary station proposed to be rebroadcast:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Facility ID Number</th> <th style="width: 25%;">Call Sign</th> <th style="width: 25%;">City</th> <th style="width: 25%;">State</th> </tr> <tr> <td>35581</td> <td>KRMX</td> <td>MARLIN</td> <td>TX</td> </tr> </table>	Facility ID Number	Call Sign	City	State	35581	KRMX	MARLIN	TX	<p style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A                 </p>
Facility ID Number	Call Sign	City	State							
35581	KRMX	MARLIN	TX							
11.	<p>a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).</p> <p>b. Applicant certifies that the FM translator's (a) coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 60 dBu contour is contained within the lesser of: (i) the 2 mV/m daytime contour of the AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the AM primary station's transmitter site.</p> <p><b>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing.</b> See 47 C.F.R. Section 74.1231(d).</p> <p>If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having any interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).</p>	<p style="text-align: right;"> <input type="radio"/> Yes <input checked="" type="radio"/> No  <input type="radio"/> N/A                      See Explanation in [Exhibit 16]                 </p> <p style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> N/A                      See Explanation in [Exhibit 17]                 </p>								
12.	<p>Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.</p>	<p style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A                      See Explanation in [Exhibit 18]                 </p>								
13.	<p><b>Auction Authorization.</b> Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.</p>	<p style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A                      See Explanation in [Exhibit 19]                 </p>								
14.	<p><b>Anti-Drug Abuse Act Certification.</b> Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No                 </p>								
15.	<p><b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.</p>	<p style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A                 </p>								
<p>I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)</p>										
<p>Typed or Printed Name of Person Signing GARY L. MOSS</p>		<p>Typed or Printed Title of Person Signing SOLE PROPRIETOR</p>								
<p>Signature</p>		<p>Date 5/10/2013</p>								

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

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**Exhibits**

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**Exhibit 4**

**Description:** ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, ATTACHED.

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**Attachment 4**

Description
Asset Purchase Agreement

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**Exhibit 11**

**Description:** AGREEMENT FOR SALE OF STATION

PLEASE SEE EXHIBIT 4.

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**Attachment 11**

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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between BIBLE BROADCASTING NETWORK, INC., a \_\_\_\_\_ non-profit corporation (the "Seller"), and GARY L. MOSS, a Texas resident (the "Buyer");

**WITNESSETH:**

WHEREAS, Seller holds the construction permit (the "Permit") issued by the Federal Communications Commission ("FCC") for an FM broadcast translator station K256BW, which is authorized operate on Channel 256 at Waco, Texas, FCC Facility I.D. Number 147224 (the "Station");

WHEREAS, Buyer wishes to acquire the permit for the Station and to construct and operate such Station, and Seller wishes to assign the construction permit for the Station; and

WHEREAS, both Seller and Buyer agree to enter into a purchase agreement relating to the sale of the Permit for the Station;

NOW, THEREFORE, in consideration of the agreements and covenants herein contained, Seller does hereby agree to sell and Buyer does hereby agree to purchase the License for the Station under the terms and conditions set forth.

1. Assets. Seller shall sign and assign to Buyer, free and clear of all liens and encumbrances of whatever kind or nature, all of its assets (the "Assets" and, collectively with the FCC Authorizations (as defined below), the "Station Assets") used in connection with the Permit for the Station, including but not limited to the following, but excluding the Excluded Assets as listed below:

a. All of Seller's right, title and interest to the Permit granted by the Commission for the operation of the Station, subject to its expiration on April 16, 2016, together with any renewals, extensions or modifications thereof, as listed on Schedule A attached hereto and incorporated by reference herein (the "FCC Licenses");

b. All of Seller's right, title and interest in and to the tangible personal property of the Station, including but not limited to the records of the Station, a list of which is set forth in Schedule B attached hereto and incorporated by reference herein (the "Tangible Personal Property"); and

c. All goodwill associated with the Station acquired on or before the Closing Date.

2. Excluded Assets. This transaction specifically excludes cash and any accounts receivable of the Seller and any real estate lease entered into with regard to the Station by Seller. Buyer will not assume any contract related to the operations of the Station.

3. Purchase Price. Buyer shall purchase all of the Assets associated with the Permit for the Station for the price of Twenty-Five Thousand Dollars (\$25,000). Said sum shall be paid as follows: (i) the sum of Two Thousand Dollars (\$2,000) (the "Downpayment") shall be paid in cash, by check, or by wire transfer upon the execution of this Agreement; and (ii) the remaining balance of Twenty-Three Thousand Dollars (\$23,000) shall be paid in cash or by wire transfer within ten business days after the grant by the FCC of an application (the "Assignment Application") for consent to assignment of the Permit from Seller to Buyer (such date hereinafter referred to as the "Closing Date").

4. FCC Consent. It is understood and agreed by all parties that the prior written consent of the FCC to the Assignment Application is required before consummation of this Agreement can occur. The parties agree to file the required Assignment Application within ten (10) business days of entering into this Asset Purchase Agreement. Seller and Buyer agree to share equally the cost of any application filing fee that may be required. The parties recognize that one party must initially pay the filing fee, and the party not initially paying the filing fee agrees to reimburse the amount equal to one-half of the filing fee as an adjustment at Closing. The parties agree and pledge to each other all reasonable mutual co-operation to achieve approval by the FCC of the Application, including but not limited to prosecuting the Assignment Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action, nor to encourage any other party to take action, to delay or defeat approval.

5. Seller Warranties.

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of <sup>Virginia</sup> ~~North Carolina~~. Seller has the requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

(b) Authorization. The execution, delivery and performance of this Agreement has been duly authorized and approved by all necessary actions of Seller. This Agreement is a legal, valid and binding agreement of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except

as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Conflicts. Neither the execution and delivery by Seller of this Agreement, nor the consummation by Seller of any of the transactions contemplated hereby, nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof will: (i) conflict with any organizational document of Seller or any law, judgment, order, or decree or contract to which Seller is subject; or (ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Assignment Application.

(d) FCC Authorization. The Seller warrants that it is the permittee of FM broadcast translator station K256BW, Facility Identification Number 147224. Seller also warrants that it holds all other material authorizations necessary for, or used in, the operation of the Station, that all authorizations and material permits are in full force and effect, and that no other authorizations from the FCC are required for the operations of the Station as now contemplated to be in accordance with applicable law and/or the FCC's rules and policies. Except as otherwise stated, there are no applications, actions or proceedings pending for the extension, tolling, or modification of any of the material FCC authorizations, and no applications, actions or proceedings pending or, to the best of Seller's knowledge, threatened that may result in the denial, revocation, modification, nonrenewal or suspension of any of the FCC authorizations, the issuance of a cease-and-desist order or the imposition of any administrative or judicial sanctions. Notwithstanding the foregoing, however, Buyer acknowledges and accepts

the secondary status of translator stations, including the Station. Furthermore, Buyer acknowledges Seller's disclosure that there exists a full-power FM allotment on Channel 256A at Moody, Texas, that the Commission may auction such channel in future, and that a successful applicant may propose and construct a full-power FM station which would displace Station, and Buyer accepts the risk of such an eventuality. Seller has the written permission of the licensee of the FM broadcast station specified as the Station's primary station for rebroadcast of the primary station's programming. Seller will maintain existing authorizations in full force and effect. Seller represents and warrants that these authorizations are transferable, and that none of these authorizations will terminate by the execution or consummation of this Agreement.

(e) Consents. Except the Assignment Application, and co-operation in other filings as described herein, neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any provisions of this Agreement will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority or any third party.

(f) Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Seller.

(g) Seller owns and has good title to each item of Tangible Personal Property, and none of the Tangible Personal Property owned by Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance. Each item of

Tangible Personal Property is available for immediate use in the business and operations of the Station.

(h) Compliance with Laws. Seller has complied in all material respects with the Permit and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership of the Station. To the best of Seller's knowledge, neither the ownership, nor use of the properties of the Station, nor the conduct of the business of the Station conflicts with the rights of any other person or entity; and

(i) Full Disclosure. No representation or warranty made by Seller in this Agreement or in any other document or instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities; and in the event that there are any contingent or undisclosed liabilities, Seller will be solely liable for any and all of them.

6. Buyer Warranties.

(a) Authorization. Buyer has the requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) No Conflicts. Neither the execution and delivery by Buyer of this Agreement nor the consummation by Buyer of any of the transactions contemplated hereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject; or (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Assignment Application.

(d) Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC.

(e) Full Disclosure. No representation or warranty made by Buyer in this Agreement or in any other document or instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities; and in the event that there are any contingent or undisclosed liabilities, Buyer will be solely liable for any and all of them.

7. Modification Application. Upon the execution of this Agreement, Seller shall execute a written consent granting to Buyer permission to file with the FCC an application for consent to modification of the Permit (the "Modification Application") in the name of Buyer and contingent upon closing of the assignment of the Construction Permit to Buyer, and Seller will neither interpose any objection to the Modification Application or encourage any other party to

interpose any objection to the Modification Application with the FCC or any other governmental agency.

8. Pending Litigation. Except as specifically set forth herein, to the best of Seller's knowledge, there is no claim, litigation, proceeding or governmental investigation pending or, to the best of Seller's knowledge, threatened, or any order, injunction or decree outstanding against the Seller relating to the Station and/or the property and assets to be sold to Buyer pursuant to this Agreement. The Seller is not in violation of any material law, regulation or ordinance or any other material requirement of any governmental body or court with respect to the operation of the Station, and that no notice has been received by the Seller alleging any such violation or pending litigation.

Seller represents and warrants that it has neither actual knowledge nor reason to know of any action, proceeding, or investigation pending or threatened against Seller before any court, commission, or administrative agency or board that might materially and adversely affect Seller's financial condition.

9. Notice. Seller shall promptly notify Buyer in writing of, and furnish any information that Buyer may request which Buyer has with respect to any material claim, litigation, proceeding or governmental investigation threatened or asserted by or against the Seller relating to the Station, and material adverse change in the condition (financial or otherwise), assets, liabilities or business of the Station, and any event or condition of which the Seller has actual knowledge, that would cause any of the conditions in Buyer's obligation to consummate the purchase not to be fulfilled.

10. Taxes and Insurance. Buyer shall be responsible for any taxes and/or insurance assessments or charges against the Station after the Closing Date unless otherwise specifically agreed to by the parties in writing, and Seller shall remain responsible for any taxes and/or insurance assessments or charges against the Station prior to the Closing Date.

11. Agreements Regarding Employees. Except as set forth herein, the Seller certifies that it is not a party to or bound by any pension, annuity, retirement, stock option, stock purchase, savings, profit sharing or deferred compensation plan or agreement, or any retainer, consultant, bonus, group insurance or other incentive or benefit contract, plan or arrangement applicable to the Station unless otherwise specified herein and that there is no collective bargaining agent or other labor agreement with respect to employees.

12. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. That the Application be granted, and without the imposition on Buyer of any materially adverse conditions (i.e., conditions other than standard conditions and instructions pre-printed on FCC Form 732) requiring Buyer's compliance, and Seller shall have complied with any conditions imposed on it by the FCC Consent;

b. Seller shall be the holder of the Permit and there shall not have been any modification of or any condition or restriction imposed upon the Permit that could have a materially adverse effect on the Station or the conduct of its business and operations. No

proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the Permit;

c. That all representations and warranties of Seller contained in this Agreement shall be true and complete in all respects at and as of the Closing Date as though made at and as of that time except to the extent that breaches of the representations and warranties of Seller do not individually or in the aggregate materially adversely affect the Station taken as a whole;

d. That Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

e. Seller shall have made or stand ready and willing to make all the deliveries to Buyer set forth in paragraph 14 below; and

f. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

13. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. That the Application be granted without the imposition on Seller of any materially adverse conditions (i.e., conditions other than standard conditions and instructions pre-printed on FCC Form 732) requiring Seller's compliance, and Buyer shall have complied with any conditions imposed on it by the FCC Consent;

b. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement;

c. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

d. Buyer shall have made or stand ready and willing to make all the deliveries set forth in paragraph 15 below; and

e. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

14. Closing Deliveries By Seller. On the Closing Date, Seller shall make the following Closing Deliveries to Buyer:

a. *Transfer Documents.* Duly executed bills of sale, assignments (including an assignment of the FCC Authorizations), and other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances; and

b. *Officer's Certificate.* A certificate, dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, certifying (1) that the representations and warranties of Seller contained in this Agreement are true and complete in all respects as of the Closing Date as though made on and as of that date except to the extent that breaches of the representations and warranties of Seller do not individually or in the aggregate materially adversely affect the Station taken as a whole; and (2) that Seller has in all material respects performed and complied with all of its obligations, covenants and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date.

13. Closing Deliveries By Buyer. On the Closing Date, Buyer shall make the following Closing Deliveries to Seller:

a. *Purchase Price.* The purchase price as described in paragraph 3 above, plus or minus any closing adjustments; and

b. *Buyer's Certificate.* A certificate, dated as of the Closing Date, executed by Buyer, certifying (1) that the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date, and (2) that Buyer has in all material respects performed and complied

with all of its obligations, covenants and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date.

16. Indemnification. Seller shall indemnify and hold Buyer harmless against any loss, liability, damage or expense (including, but not limited to, interest, penalties and reasonable attorneys' fees) based upon, arising out of or otherwise resulting from any inaccuracy in any representation, or any breach of any warranty or covenant of the Seller contained in this Agreement or in any certificate or instrument delivered by the Seller pursuant to this Agreement, or any liability or obligation of the Seller not assumed by Buyer pursuant to the provisions herein contained, or any action of Seller prior to the Closing Date. Buyer shall indemnify and hold the Seller harmless from and against any loss, liability, damage or expense (including, but not limited to, interest, penalties and reasonable attorneys' fees) based upon, arising out of or otherwise resulting from any inaccuracy in any representation or any breach of any warranty, covenant or agreement of Buyer contained in this Agreement or in any certificate or instrument delivered to Seller pursuant to this Agreement or any liability or obligation of the Seller assumed by Buyer pursuant to this Agreement, or any action of Buyer after the Closing Date.

17. Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or mailed by registered mail, return receipt requested, to the party(s) at the addresses set forth below or at such other address as a party may specify by notice to the other:

SELLER: Bible Broadcasting Network, Inc.  
11530 Carmel Commons Blvd.  
Charlotte, North Carolina 28226

with a copy, which shall not constitute notice, to:

Gary S. Smithwick, Esquire  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.  
Suite 301  
Washington, D.C. 20016

BUYER: Gary L. Moss  
919 Main Street  
P.O. Box 1629  
Cleburne, Texas 76033

with a copy which shall not constitute notice to:

Anne Goodwin Crump, Esquire  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17<sup>th</sup> Street  
Eleventh Floor  
Arlington, VA 22209

18. Confidentiality. Each party agrees that any and all information learned or obtained by it from the other, whether or not directly related to the transactions contemplated herein, shall be confidential, and each party agrees not to disclose any such information to any person whatsoever other than as is necessary for the purpose of effectuating the transaction contemplated by this Agreement.

19. Legal Fees. The parties hereto jointly agree that should either party find it necessary to employ legal counsel for any party's non-compliance with the terms and conditions of the agreements contained herein contained, that the non-complying party shall be responsible for all legal fees and court costs incurred.

20. Contracts. Except with the consent of the Buyer, no contracts or commitments shall be entered into by or on behalf of the Seller.

21. Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; or (ii) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below); or
- (d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the Assignment Application.

The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) ten (10) days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall

continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination, including but not limited to the obligation of Seller to return the Downpayment to Buyer if any termination is based upon the breach of Seller. Notwithstanding anything contained herein to the contrary, Section 22 (Expenses) shall survive any termination of this Agreement.

22. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that (i) all recordation, transfer and documentary taxes, fees and charges shall be paid by Buyer or Seller according to local custom; (ii) any sales taxes due on the transaction shall be the responsibility of Seller or Buyer according to local custom; and (iii) all FCC filing fees shall be paid by the Buyer.

23. Modification of Agreement. The agreements herein contained shall not be changed or modified by any party hereto except in writing and signed by all parties hereto.

24. Bankruptcy. The agreements herein contained shall terminate should the Buyer declare bankruptcy or insolvency prior to carrying out all of the terms, provisions and payments herein set forth.

25. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

26. Choice of Laws. This Agreement shall be governed by and construed with the laws of the State of Texas, without regard to its choice of laws rules.

27. Entire Agreement. This Agreement contains a complete agreement of all the arrangements between the parties with respect to its subject matter and cannot be changed or terminated orally.

28. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

This Agreement shall be effective upon its execution and shall be binding to the parties hereto, their successors, assigns, heirs, executors, and administrators.

IN WITNESS WHEREOF, witness and signatures of the parties hereto, this 7 day of May, 2013.

SELLER:

**BIBLE BROADCASTING NETWORK, INC.**

By: 

Title: EXECUTIVE DIRECTOR

BUYER:

**GARY L. MOSS**

\_\_\_\_\_

26. Choice of Laws. This Agreement shall be governed by and construed with the laws of the State of Texas, without regard to its choice of laws rules.

27. Entire Agreement. This Agreement contains a complete agreement of all the arrangements between the parties with respect to its subject matter and cannot be changed or terminated orally.

28. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

This Agreement shall be effective upon its execution and shall be binding to the parties hereto, their successors, assigns, heirs, executors, and administrators.

IN WITNESS WHEREOF, witness and signatures of the parties hereto, this \_\_\_\_ day of \_\_\_\_\_, 2013.

SELLER:

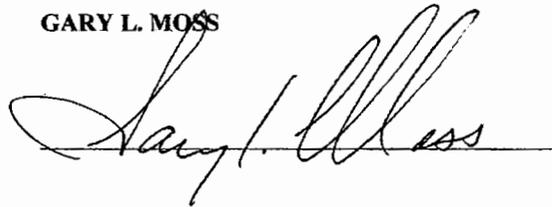
**BIBLE BROADCASTING NETWORK, INC.**

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

Title: \_\_\_\_\_

BUYER:

**GARY L. MOSS**

A handwritten signature in cursive script, appearing to read "Gary L. Moss", is written over a horizontal line.