

AGREEMENT

1. This Agreement is made as of December 29, 2009, by and between Willmar Assembly of God Church ("Church") and UHF Television, Inc. ("UHF TV").
2. Church holds a license from the Federal Communications Commission ("FCC") to operate Low Power Television Station K28IF, FCC Facility ID No. 71547, at Willmar, Minnesota ("Station"). Church no longer feels that it has the resources to continue to operate the Station to deliver television service to the public.
3. UHF TV operates Low Power Television and Television Translator stations at Willmar and has the resources and expertise to operate the Station. Accordingly, Church has decided to assign the FCC license for the Station to UHF TV, and UHF TV agrees to accept the FCC license and to operate the Station for the purpose of providing an additional over-the-air television service to the Willmar area.
4. Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and UHF TV, intending to be legally bound, hereby agree as follows.
5. On the Closing Date (defined below), Church will transfer, assign, and convey to UHF TV all of the right, title and interest of Church in the Station, including all FCC licenses, permits and authorizations to operate the Station ("FCC Licenses"); any licenses, permits, and authorizations issued by any other governmental authority in connection with the operation of the Station ("Other Licenses"); and the transmitter, antenna, and other personal property used in the operation of the Station ("Assets") as listed in Exhibits 1, 2, and 3.
6. The consideration for the transaction will be the payment of Ten Dollars (\$10.00) by UHF TV to Church as the Purchase Price. In addition, UHF TV hereby agrees to restore the Station to operation at its own cost and expense before the current authority granted by the FCC for the Station to remain silent expires on May 22, 2010. UHF TV further agrees to operate the Station at its own cost and expense to provide over-the-air television service to the public for at least one year after the Station resumes operation.
7. It is specifically understood and agreed that the assignment of the FCC Authorizations is subject to the prior consent of the FCC ("FCC Consent"). Within ten (10) business days after execution of this Agreement by the latter party to sign, Church and UHF TV will jointly file with the FCC an application for assignment of the FCC Authorizations from Church to UHF TV ("Assignment Application"). UHF TV will pay the FCC filing fee. Both parties will thereafter prosecute the Assignment Application with all reasonable diligence and will otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable, including providing any reasonably available information requested by the FCC; provided, however, that neither party will be required to pursue a judicial appeal of any denial or dismissal of, or to participate in any trial-type hearing with respect to, the Assignment Application.
8. The transactions contemplated by this Agreement will be consummated on a mutually agreeable date, at a mutually agreeable location in Willmar, Minnesota, not later than fifteen (15)

business days after the FCC releases a public notice announcing grant of the Assignment Application.

9. Church represents and warrants to UHF TV that it has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement; that it is authorized legal holder of the FCC Licenses, Other Licenses, and Assets; that at closing, UHF TV will receive clear and unencumbered title to the Assets; and that no official or employee of, or other individual person empowered by, Church will have any right or interest in the Station after the Closing Date.

10. UHF TV represents and warrants to Church that it has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement and that it has the resources and expertise to operate the Station as promised in this Agreement.

11. Each party agrees that it will, from time to time at the request of, and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

12. The performance obligations of the parties are subject to the satisfaction of the following conditions precedent:

a. Conditions to Church's obligations: UHF TV will have performed and complied in all material respects with all of its agreements and obligations required by this Agreement to be performed or complied with on or prior to the Closing Date. The representations and warranties of UHF TV in this Agreement will be true and correct in all material respects as if made on the Closing Date. The FCC will have consented to the assignment of the FCC Authorizations to UHF TV, without any condition materially adverse to Church.

b. Conditions to UHF TV's obligations: Church will have performed and complied in all material respects with all of its agreements and obligations required by this Agreement to be performed or complied with prior to the Closing Date. The representations and warranties of Church in this Agreement will be true and correct in all material respects as if made on the Closing Date. The FCC Authorizations will be in full force and effect and in good standing on the Closing Date. The FCC will have consented to the assignment of the FCC Authorizations to UHF TV, without any condition materially adverse to UHF TV. If any petition to deny or other objection was filed against the Assignment Application, then unless UHF TV waives this condition, the FCC's consent will have become a final order in the sense of being in full force and effect and no longer subject to any reconsideration or review which has not previously resolved in favor of a grant.

13. At the Closing, Church will deliver to UHF TV such documents, instruments and agreements as UHF TV may request and as will be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for UHF TV. UHF TV will pay the purchase price and accept the licensees and assets.

14. UHF TV will have no obligation to employ or in any way to remunerate any official or employee of Church at any time before or after the Closing. This Agreement will inure to the

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benefit of, and will be binding upon, the parties hereto and their respective heirs, successors, executors, legal representatives and assigns; provided, however, that neither party hereto may voluntarily assign its rights or obligations under this Agreement without the express written consent of the other party. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any person or entity, other than the named parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement. The Exhibits are an integral part of this Agreement. The construction and performance of this Agreement, to the extent not governed by federal communications law, will be governed by the laws of the State of Minnesota. The representations and warranties will survive the Closing Date for a period of six months.

15. This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein and supersedes any and all prior agreements, arrangements and understandings relating to the matters it addresses. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the party against which enforcement is sought.

16. The parties will indemnify each other as follows:

a. Church will indemnify and hold UHF TV harmless against and in respect of any and all liabilities, obligations, claims, and demands arising prior to the Closing Date out of the right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules, and regulations); any breach by Church of this Agreement; or any inaccuracy in or breach of any representation, warranty, or covenant made by Church herein.

b. UHF TV will indemnify and hold Church harmless against and in respect of any and all liabilities, obligations, claims, and demands arising on or after to the Closing Date out of the right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules, and regulations); any breach by UHF TV of this Agreement; or any inaccuracy in or breach of any representation, warranty, or covenant made by UHF TV herein.

c. Should any claim covered by the foregoing indemnities be asserted, the indemnified party will notify the indemnifying party promptly and give it an opportunity to defend the same. The indemnified party will extend reasonable cooperation to the indemnifying party in connection with such defense. In the event that the indemnifying party fails to defend within a reasonable time in a reasonable manner, the indemnified party will be entitled, but not obligated, to assume the defense; and the indemnifying party will be liable to repay the indemnified party for all damages suffered by the indemnified party and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments). An indemnifying party may not settle a third-party claim without the consent of the indemnified party unless the settlement includes a full release by the third party in favor of the indemnified party with respect to the claim. If such a release is proffered, but the indemnified party rejects the settlement, the indemnifying party may tender the settlement amount and thereafter be exonerated from further liability with respect to the claim.

17. Any notices, requests, demands, or consents required or permitted to be given hereunder will be deemed to have been given on the date of personal service or on the date of receipt by the party to whom such notice is to be given, and of not delivered in person will be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Church:

Willmar Assembly of God Church
Attention: Pastor Keith Kerstetter
3821 Abbott Drive
Willmar, MN 56201

If to UHF TV:

UHF Television, Inc.
Attention: Ms. Melissa Geer
P.O. Box 610
Willmar ~~Spicer~~, MN 56201-0610

18. This Agreement may be terminated by either party if Closing has not been held by March 20, 2010, or if the other party is in material default of its obligations under this Agreement and has not cured such default after thirty (30) days written notice, in each case provided that the terminating party is not then itself in material default hereunder.

19. This Agreement may be signed in counterpart originals, which collectively will have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Willmar Assembly of God Church

By: 

Keith Kerstetter
Chairman of the Board

UHF Television, Inc.

By: 

William Neumann
President

EXHIBIT 1
FCC Authorizations

License: File No. BLTTL-20051130AFL

Renewal: FCC File No. BRTTL-20051130AGJ, expires April 1, 2014

Authority To Remain Silent: FCC File No. BLESTA-20091113AAS, expires May 22, 2010

EXHIBIT 2
Other Authorizations

None

EXHIBIT 3
Assets

List of Equipment Purchased from Willmar Assembly of God Church

Digital Receiver
Small Satellite Dish
ITS 220 100 watt transmitter
Associated transmission line

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