

## **PURCHASE AGREEMENT**

This agreement is made on the 3rd day of September, 2012, between **Global Outreach Ministry Network, Inc.**, of Destin FL. ("seller/broker") and Terry Ellison of **Total Praise Channel, Inc.** Montgomery, Alabama("buyer")\_

### **RECITALS**

A. Seller affirms that upon the closing of this sale he will present a clear license for the operation of W43DL-D, BNPDTL-20100607AIG holding a valid authorization for the Authority to construct such station from the Federal Communications Commission (the "FCC").

B. Buyer desires to acquire all the properties, assets, and rights of seller, subject to the prior approval of the FCC, and seller is willing to sell and transfer such properties, assets, and rights to buyer.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### **SUBJECT MATTER**

Subject to the terms and conditions of this agreement, seller agrees to sell and deliver to buyer, and buyer agrees to purchase and take from seller:

A. All of the properties, assets, FCC licenses and permits, contracts and other rights of seller of every kind and description, personal, mixed, tangible, and intangible, wherever situated, as listed or described in this agreement.

## **PRICE**

A. The purchase price to be paid by buyer for the properties, assets, and rights to be purchased by buyer shall be \$110,000.00 (the "purchase price"). The purchase price shall be paid by buyer as set forth in the following sections.

## **SPECIAL CONDITIONS**

The following special conditions shall apply to this agreement:

A. Buyer has the right in its sole discretion to assign buyer's rights under this agreement to a corporation formed by buyer or any other person, provided, however, that such corporation or person: (1) is equally capable of performing the agreement as buyer; (2) the assignment will not cause a major change of control of the applicant as that term is used by the FCC; or, (3) otherwise delay the closing.

## **CLOSING DATE**

The date and time of closing shall be mutually agreed upon by seller and buyer but shall not be less than 10 days nor more than 120\_days after FCC approval has become Final Order as provided in Section Four, paragraph The closing will be held at an agreed upon location to be determined by the seller and the buyer. The time and date designated for consummating and closing the purchase and sale (as extended from time to time) is referred to in this agreement as either the "closing" or the "closing date."

A. Except with buyer's written consent, seller shall not enter into, assume or make any contract, lease, license, obligation, commitment, purchase or sale for the acquisition, construction or disposition of capital assets.

C. Within certain days after the execution of this agreement, buyer and seller shall file with the FCC an appropriate application for FCC consent ("Assignment Application"). The parties will prosecute said application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the application as soon as possible

## **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to, and agrees with, buyer as follows:

A. Seller is a corporation organized, validly existing and in good standing under the laws of the State of Florida with full corporate power and authority to own its property and to conduct the business which it presently conducts.

B. There are no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against, or for the benefit of, seller, nor to seller's knowledge any basis for any such claims, except as shall be disclosed to buyer pursuant to Section Four, paragraph B.

C. From the date of this agreement through the closing, seller shall maintain the television station license in accordance with good engineering practices and in compliance with the rules and regulations of the FCC;

D. Seller has the legal power and right to enter into and perform this agreement, and the consummation of the transactions contemplated by this agreement will not violate any provision of law, or of seller's articles of incorporation or bylaws.

E. Seller, as of closing, shall have good and marketable title to all the properties, assets, and rights to be delivered by it to buyer free of all liens, charges and encumbrances.

F. Seller has not employed any broker or agent with respect to the sale and purchase contemplated in this agreement, nor taken any other action in that regard; nor will seller take any such action that would cause buyer to become liable for the payment of any finder's fee, broker's fee, or commission.

G. As of the closing, seller shall hold all permits necessary or appropriate for the operation of a LPTV television station and such licenses shall be current and in good standing.

H. It is further agreed that the buyer will use Destiny TV as a back up signal for said TV station when there is no local or paying programming. Destiny TV agrees to furnish said TV station with a watchable signal.

### **BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer represents, warrants to and agrees with seller as follows:

A. Buyer is entering into this agreement for its personal account.

B. If buyer transfers and assigns its rights under this agreement to a corporation prior to closing, as provided in Section Five, paragraph A, then buyer also represents and warrants the following:

1. Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Alabama, and has full corporate power to carry on its business as now being conducted.

2. The execution of this agreement and all documents provided for in this agreement by buyer and its delivery to seller have been authorized by buyer's board of directors, and no further corporate action is necessary on buyer's part to make this agreement valid and binding upon buyer in accordance with its terms. Buyer shall deliver at closing to seller true and correct copies of the resolution of its board of directors authorizing the execution of this agreement, all of which have been certified by the secretary or an assistant secretary of buyer.

C. There is no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the FCC, disqualify buyer from being the assignee or licensee of the Station, or that would delay the Commission's approval of the Assignment Application. Should Buyer become aware of any such fact, it shall inform seller and use its best efforts to remove any such disqualifying fact.

## CONDITIONS FOR PAYMENTS TO SELLER

A. Buyer agrees to make Monthly payments to seller until total purchase price is paid. A separate agreement outlining amount of payments and length of payments will be signed and agreed upon by both parties. This transfer is not contingent on a payment plan, but will transfer to buyer upon approval of FCC.

## NOTICES

Any notice, consent, request, claim or other communication pertaining this transaction shall be in writing, and shall be deemed to have been given if delivered or mailed by registered or certified mail, return receipt requested, to the address shown for the respective party at the beginning of this agreement. Such addresses may be changed by any party by notice given in the manner provided above.

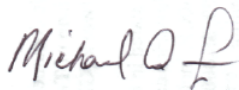
## ENTIRE AGREEMENT

This agreement, together with all exhibits and the documents referred to and incorporated by reference, contains all the terms and conditions agreed upon by the parties with respect to the transaction contemplated in this agreement, and shall not be amended or modified except by written instrument signed by all of the parties.

## CONCLUSION

A. Neither buyer nor any person acting as buyer's representative or on buyer's behalf has relied on any representation or statement of seller or any other person except as expressly set forth in this agreement.


The parties have executed this agreement at Montgomery, Alabama on the 3<sup>rd</sup> day of September 2012



Michael A. Lee

President/CEO  
Global

Outreach Ministry Network, Inc.



Terry Ellison

President/ CEO

Total Praise Channel Inc.

