

Master

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of this 5th day of November, 2004, by and between Desert View Baptist Church ("Seller") and Advance Ministries, Inc. d/b/a KNLB Christian Radio.

WITNESSETH:

WHEREAS, Seller is the owner, operator, and licensee of FM Radio Station KWFH and translator K202BU at Parker, Arizona; and at Quartzsite, Arizona.

WHEREAS, Buyer desires to acquire certain assets and rights used, useful or intended to be used, in the business and operation of KWFH and translator K202BU, and to secure an assignment of the licenses and other authorizations issued by the Federal Communications Commission ("FCC") for the operation of KWFH and translator K202BU, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means a date to be designated by Buyer which shall not be earlier than the tenth (10th) nor later than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of the KWFH and translator K202BU license; provided, however, that, in the event of any post-granted protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has become a Final Order, as defined below.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of KWFH and translator K202BU licenses and authorizations from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. SALE AND TRANSFER OF ASSETS: On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer good and marketable title, free and clear of all liens, encumbrances, taxes, claims, options, liabilities, commitment, charges, restrictions, and other obligations of whatsoever nature, certain assets of KWFH and translator K202BU, including but not limited to all FCC Licenses and Authorizations associated with KWFH and translator K202BU, subject to the necessary approvals for assignment, as hereinafter set forth; and equipment as listed on "Exhibit A", attached herto and incorporated herein.

3. PURCHASE PRICE, METHOD OF PAYMENT AND TERMS: The total consideration to be paid by Buyer to Seller pursuant to this Agreement is Thirty-Five Thousand Dollars (\$35,000.00). Said consideration shall be paid as follows:

a. At Closing, Buyer shall pay to Seller the Sum of Five Thousand Dollars (\$5,000.00); and,

b. Beginning one month subsequent to Closing, and continuing for a total of sixty (60) consecutive months (subject to the conditions in subparagraph c immediately below), Buyer shall pay to Seller equal installments of Five Hundred Dollars (\$500.00) plus, for as long as the transmitter stays at Desert View Baptist Church, a sum equal to the electricity utility cost. Accordingly, for each of sixty months, Buyer shall pay to Desert View Baptist Church a sum total of Five Hundred Dollars (\$500.00) for the assets of KWFH and translator K202BU, and if applicable, electric utility costs. In the event Buyer fails to submit such monthly payments to Seller, Seller shall notify buyer in writing of such omission and provide Buyer with a least fifteen (15) days in which to cure such omission before pursuing any civil action to collect the past-due monies. Notwithstanding the foregoing, Buyer recognizes that any failure to make such monthly payments shall subject it to Seller's full remedies available at law or in equity.

c. In the unlikely event that Desert View Baptist Church were to close its doors or sell its property, the payment performance aspect of this agreement are assignable by Desert View Baptist Church.

4. PRORATIONS AND ADJUSTMENTS

a. All insurance premiums, taxes, assessments, excises, payroll, sales commissions, rents, utility and telephone charges, accumulated vacation time, sick leave, other employee benefits and all other liabilities, expenses or charges to the Seller with respect to KWFH and translator K202BU shall be prorated as of the Closing Date, and those items accruing prior to the Closing Date shall be paid when due by the Seller and those accruing thereafter shall be paid when due by the Buyer.

b. All insurance premiums, taxes, rents, deposits, payments on contracts to be assigned to Buyer, or other items and expenses which have been prepaid by Seller shall be prorated as of the Closing Date and Seller shall be credited for any payments made on obligations assumed by Buyer which will accrue prior to the Closing Date but which have not been paid by Seller prior to the Closing Date shall be prorated as of the Closing Date and credited to Buyer. The net amount of these prorations shall either be added to or subtracted from the purchase price due Seller on the Closing Date.

c. No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller. The following current KWFH agreements will be honored by Advance Ministries: 1) Moody Broadcasting Agreement 2) Terion (DHFM Satellite) Sub-carrier Agreement.

5. **TERMINATION:** This agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the assignment of KWFH and translator K202BU FCC License(s) has not been obtained within twelve (12) months after the date on which the application is filed with the FCC, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

6. **TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the assets, business rights, privileges and immunities of Seller referenced in Section 2, above, including those assets listed on "Exhibit A" attached hereto.

7. **CONSENT OF THE FCC:** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at Buyer's expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within fifteen (15) days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. At the time the FCC License Assignment Application is filed, Buyer shall pay the required FCC Filing Fee.

8. **LEGAL NOTICE:** Upon the filing of the license transfer application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the FCC Rules.

9. **POSSESSION AND CONTROL OF STATION:** Between the date of this Agreement and the Closing Date, Seller will continue to provide program material to be aired on KWFH and translator K202BU, and Seller shall retain control of the station at all times, to the extent required by FCC regulations.

10. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of KWFH and translator K202BU license, no right to the reassignment of KWFH and translator K202BU licenses in the future, and has not reserved the right to use the facilities of KWFH and translator K202BU in the future for any reason whatsoever.

11. **COMPLIANCE WITH LAWS:** Seller has not received any notice asserting noncompliance by it in connection with the business or operation of the business of KWFH and translator K202BU with any applicable local, state or federal (including FCC) statute, rules of regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the business and operations of KWFH and translator K202BU which would have a material adverse effect on the operation of KWFH and translator K202BU.

12. **HAZARDOUS MATERIALS:** No hazardous or toxic materials (as hereinafter defined) exist in any structure located on, or exist on or under the surface of, any of the real property or equipment to be conveyed to or leased by Buyer. For purposes of this Agreement, "hazardous, toxic or toxic material" shall mean waste, substances, materials, smoke, gas, pollutants, contaminants, asbestos or asbestos related products, PCB's, petroleum, crude oil (or any fraction or distillate thereof) or particular matter designated as hazardous, toxic or dangerous, or requiring special handling, treatment or storage whether or not designated hazardous, toxic or dangerous under any environmental laws. For purposes of this Agreement "environmental law" shall be interpreted to mean the Comprehensive Environmental Response Compensation and Liability Act, any successor to such law, and/or any other applicable federal, state, or local environmental, health or safety law, rule or regulation concerning the treating, producing, handling, storing, releasing, spilling, leaking, pumping, pouring, emitting, or dumping of any waste, substance, materials, smoke, gas or particulate matter or imposing liability or standards in connection therewith.

13. **COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:**

a. Seller has full power and authority to enter into this Agreement, is the holder of the KWFH and translator K202BU license and associated authorities, and has good and marketable title to all assets conveyed pursuant to this Agreement. Seller hereby represents that all of the KWFH and translator K202BU FCC licenses and authorizations are now, and on the Closing Date, will be in full force and effect, and that there is no action pending before the FCC to revoke, cancel, modify or rescind any of the KWFH and translator K202BU licenses and authorizations. Unless Buyer and Seller otherwise acknowledge in writing at the time this Agreement is executed, Seller further represents and warrants that at Closing those assets listed on "Exhibit A" attached hereto will be in good operating condition, not in need of repair or replacement, and will meet all technical criteria specifications outlined in the FCC's rules and regulations, and will comply with the requirements of Section 13 herein ("Hazardous Materials"). Immediately prior to closing, Buyer shall have the right of reinspection of the purchased assets to ensure that all such assets remain in the possession of Seller with no material deterioration in the condition thereof since the execution of this Agreement.

(b). Seller has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement.

14. **EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller contained herein shall expire one (1) year after the Closing.

15. **FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the KWFH and translator K202BU FCC license and authorizations to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the KWFH and translator K202BU license and authorizations to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use his reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

16. **SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the follow:

(a) An Assignment to Buyer of the FCC licenses for KWFH and translator K202BU, together with any and all other related authorizations.

(b) One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Personal Tangible Assets to be acquired by Buyer pursuant to the terms of this Agreement.

(c) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the KWFH and translator K202BU licenses and related assets from Seller to Buyer.

17. **BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall deliver to Seller a cashier's or certified check in the amount of Five Thousand Dollars (\$5,000.00), which represents the total portion of the purchase price due at Closing.

18. **RISK OF LOSS:** The risk of loss, damage or destruction to the equipment between the date of this Agreement and the Closing Date shall be borne by Seller. However, nothing herein shall relieve the Seller of the obligation, at Closing, to convey to Buyer a valid, effective FCC license without material restrictions thereon.

19. **BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

20. **OTHER DOCUMENTS:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

21. INDEMNIFICATION:

(a) It is understood and agreed that the Buyer does not assume and shall not be obligated to pay any liabilities of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations which arise subsequent to the Closing Date or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against the following:

(i) Any and all claims liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the operation of KWFH and translator K202BU prior to the close of business on the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the close of business on the Closing Date under any contract or instrument assumed by Buyer hereunder.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

(b) If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such action.

22. BROKER: No broker or finder was involved in this transaction.

23. ATTACHMENTS: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

24. NO INCONSISTENT ACTIONS: Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

25. SELLER'S MODIFICATION OF KWFH AND TRANSLATOR LICENSE:
Upon the execution of this Agreement, Seller shall immediately prepare, at Buyer's expense, an FCC Form 349 Application for modification of the KWFH license facilities to specify a new site for KWFH, to be determined by an engineering study. Seller, with Buyer's assistance shall submit such FCC Form 349 application to the FCC concurrently with the submission of the FCC Form

345 license assignment application required by this Agreement to assign the KWFH and translator K202BU licenses to Buyer.

26. PROGRAMMING Advance Ministries mission is to spread the gospel through Christian broadcasting. It is agreed that, in the unlikely event that buyer programs KWFH and translator K202BU in a way that is blatantly inconsistent with the doctrinal statements of Desert View Baptist Church, attached as Exhibit "B," Desert View Baptist Church reserves the option to require Advance Ministries to relocate the studios to another location.

27. ENTIRE AGREEMENT This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

28. NOTICES: All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: Desert View Baptist Church
401 W. 15th Street
Parker, AZ 85344

If to Buyer: Faron Eckelbarger
Advance Ministries, Inc.
510 N. Acoma Blvd.
Lake Havasu City, AZ 86403

With a copy to:

29. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

30. COUNTERPARTS: This Agreement may be executed in counterparts.

31. HEADINGS: The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.


IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

BUYER:
ADVANCE MINISTRIES, INC.

By: 
Faron Eckelbarger

Date: 11/5/04

SELLER:
DESERT VIEW BAPTIST CHURCH

By: 
Pastor, Board Member

Date: 11/5/04

EXHIBIT A

The following material assets listed herewith, and referenced in Paragraph 2. of the Asset Purchase Agreement, are a part of this agreement.

Item/Description

STUDIO A

Orban Model 424A SN 1233278
Wegener Unity 4000 SN 60704
Inovonics Model 530 SN 255
Dayton AF 610 SN 6102266
Sony ST-JX411 SN 8814512
Radio Shack MTA-12 12-693 No SN
Panasonic RQX-P78 1 Pair No SN
Arrakis 600 SCT-88 SN95A405A53A
Nakamichi CR-2Z SN
Sony CDP-XE370 SN 8812121
Sony CDP-XE370 SN 8812112
Sony CDP-215 SN 8856718
Audio0Cord DL-PM SN DL-1019924224
Collins 643-2 Twintape
Automation System

Epson LX-300 SN 1YLY305122
APC 650 BK650MC SN 136222489
RCA WHR100 No SN
Radio Shack 43-3598 SN07A03 34039585
Davis Instruments 7425 No SN
Gates Criterion 80 Model 994-6701-002 No SN
Kingdom KT58 No SN
Shure M67 No SN

STUDIO B

Mackie 1402-VLZPRO SN (21) BT87127
Dell Dimension 2100 SN
Gates Criterion 80 Model 994-6701-002 No SN
Audi-Cord E21 SN 3579
Teac V-377 SN 0100401
Sony CDP-XE400 SN8131018
Sony CDP-XE400 SN8131223
Tascam 122 SN 260157
Kingdom KT58 No SN

RCA SA-1555 No SN
Fidelipac Blank-It No SN
Realistic TR-3000 SN 24845 03
Kingdom KT58 No SN
Realistic 312008 SN 4204993
Gates Record Preamp SN 47728
Gates Record Preamp SN 47721

TRANSMITTER ROOM

Bext PJ 501M SN 00A 122
Bext TEX 20-NV
Best PTX 20
Inovonics 716 SN 514
Sine Systems RP-8
Sine systems RFC-1/B SN 10160
Gentner Silence Senor
SWR FMEC-2
Triplite
Whirlpool 10,000 BTU
Home Made stereo generator

GLOBAL TWO WAY

Spacecom M2000AD SN32405
RDS FC2 SN FC2-0719
Channel Master 1.2 Meter

QUARTZSITE

Inovonics 630 SN 655
Armstrong FMX-3 SN 3958
Tepco J-317 SN T934
3 ea. Scala HDCA-5

OFFICE

Dell Dimension 4400
Canon S520 SN FASW51240
Brother 1350M SN F51240
Brother AX-10 SN L51755607

GE 2-986R SN 50197473
APC 650 SNN N89846039938