Agreement for Assignment of Translator Construction Permit

This agreement is made and entered into by and between **Family Worship Center Church**, **Inc.**, a non-profit Louisiana corporation hereinafter referred to as **Seller**, and **Hi-Line Radio Fellowship**, **Inc.**, a non-profit Montana corporation, hereinafter referred to as **Buyer**, recorded this __5 _ day of May, 2003.

WHEREAS, the aforesaid Seller desires to and has agreed to sell, assign and set over unto HI-LINE RADIO FELLOWSHIP, INC. the translator station Construction Permit issued by the Federal Communications Commission for K204EC, located in Rock Springs, Wyoming; and

WHEREAS Seller desires to sell the Translator and Buyer desires to purchase the Translator,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed:

- 1. <u>Sale and Purchase.</u> On the Closing Date, Seller shall sell, assign and transfer all related FCC authorizations for the Translator, including construction permit issued by the Federal Communication Commission (FCC), all hereinafter referred to as the Authorization, to Buyer, and Buyer shall purchase the Translator Authorization according to the terms and conditions of this agreement.
- 2. **Price and Payment.** Buyer shall pay Seller \$2,000.00, hereinafter referred to as the Purchase Price, for the Translators. The Purchase Price shall be paid in US Dollars upon closing.
- 3. <u>Buyer Qualifications.</u> Buyer covenants that it qualifies for Non-Commercial Educational station authorizations issued by the FCC, as required for the assignment of these Translators.
- 4. **Consent to Assignment.** The assignment of Translator Authorizations is expressly conditioned on and is subject to the prior consent of the FCC. Seller hereby agrees to complete and sign the forms necessary for obtaining such FCC consent in a timely manner and to supply any information the FCC shall require of the Seller for this purpose. Buyer hereby agrees to complete and sign the forms necessary for obtaining such FCC consent in a timely manner and to supply any information the FCC shall require of the Buyer for this purpose. The consultant for HI-LINE RADIO FELLOWSHIP, INC. will be responsible for filing the FCC Form 345.
- 5. <u>Closing.</u> The Closing of the transaction shall occur on a date, hereinafter referred to as the Closing Date, specified by Buyer which shall be no later than thirty (30) days following the date upon which the FCC grants assignment consent. At Closing the Buyer shall deliver to the Seller the Purchase Price and Seller shall deliver to Buyer the original FCC authorizations and a signed letter addressed to the FCC to notify that the assignment has been consummated. Buyer shall deliver notification of the consummate assignment to the FCC.
- 6. **Exclusive Use for Buyer.** Seller agrees that it will comply with 47CFR 73.1150 of the FCC Rules, that it will retain no right of reversion of the licenses, no right to reassignment of the licenses in the future, does not reserve the right to use the facilities of the translator stations for any period whatsoever and shall make no future applications to the FCC that would have negative affect upon these Translator Authorizations, all effective upon the FCC grant of the assignment application.

In witness whereof, the parties hereto execute this agreement, as of the day and year first above written, each by its officer (or principal) thereunto duly authorized.

Attest:

Family Worship Center Church, Inc. PO Box 262550 Baton Rouge, LA 70826 (225) 768-3688 **Hi-Line Radio Fellowship, Inc.** P.O. Box 2426 Havre, MT. 59501-2426 (406) 265-5845

| By: | By: |
|---------------------------|--|
| Jimmy Swaggart, President | Roger Lonnquist, 2 nd Vice-Chairman |