

**AGREEMENT TO ASSIGN**

THIS AGREEMENT dated this 19 day of January 2011, by and between: (1) Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, a nonprofit California Corporation (herein referred to as "Assignor"), and (2) Kingdom of God, Inc., a nonprofit Indiana Corporation (herein referred to as "Assignee").

**WITNESSETH:**

WHEREAS, Assignor holds a valid, current, and unexpired License issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to operate low power television station W51DU, Channel 51, Lafayette, Indiana, Facility ID No. 68002 (FCC File No. BLTT-20061005ADX) (herein referred to as "Station"); and

WHEREAS, Assignor is desirous of assigning Station to Assignee, and Assignee is desirous of acquiring Station from Assignor;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

1. **ASSETS DONATED AND ASSIGNED.** Subject to the approval of the FCC and to the terms and conditions hereof, Assignor agrees to donate and Assignee agrees to accept the following assets, all of which Assignor agrees are free and clear of any and all liens and encumbrances of any nature whatsoever (hereinafter "Assets").

a. **FCC Authorization.** The Station's FCC license authorization for operation of low power television station W51DU, Channel 51, Lafayette, Indiana, as listed in Exhibit A, and hereby incorporated herein.

b. **Technical Data.** All of Assignor's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

c. **Cash and Accounts Receivable.** No cash, bank deposits, or accounts receivable of Assignor are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

d. **Equipment.** All of Seller's equipment and property used in the operation of the Station and listed in Exhibit B. Seller warrants that said equipment and property is free and clear of any liens or other encumbrances that would prevent Seller from transferring title and possession of said equipment and property to Buyer, or that would prevent Buyer from having the peaceful possession and enjoyment of said equipment and property.

2. **TAXES AND OTHER ASSESSMENTS.** In consideration of the assignment and conveyance to it of the Assets listed above, Assignee agrees to pay all federal, state, and local taxes applicable to the transfer contemplated herein. Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

3. **FCC APPROVAL**

a. **FCC Approval Required.** Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Assignee, to the assignment from Assignor to Assignee of the FCC authorization of Assignor relating to the construction and operation of the Station, and said consent having become final. For purposes of this Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to deny, request for stay, petition for rehearing, or appeal of such order has expired and no protest, petition to deny, request for stay,

petition for rehearing or appeal is pending. The parties may mutually agree to waive the requirement that said consent shall have become final.

b. Filing of Application. The parties agree to proceed as expeditiously as practical to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 345) with the FCC not later than twenty (20) days after the date of this agreement. The parties agree that said application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expense incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorization from Assignor to Assignee will be borne equally by Assignor and Assignee.

4. CLOSING DATE AND PLACE. The Closing shall take place within twenty (20) days of the date of the Commission's consent to the assignment of Station to Assignee becomes final (as defined in paragraph 4.a, herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 205 Third Street, S.E., Washington, D.C. 20003, or at such other place and in such manner as Assignee and Assignor may agree.

5. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents, warrants, and covenants as follows:

a. Organization and Standing of Assignor. Assignor is a legally formed and constituted corporation in good standing under the laws where it is located and doing business.

b. Assignor's Authority. Except as specifically stated in this Agreement, Assignor has full power and authority to sell, transfer, assign, and convey the Station and all assets

herein sold and assigned, and to execute, deliver and perform this Agreement. No action or proceeding is pending or, to the knowledge of the Assignor, threatened, or on the Closing Date will be threatened or pending, before the FCC or any other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's FCC authorization or any other governmental authorization(s).

c. Claims and Litigations. There is no claim or litigation or proceeding pending or, to Assignor's knowledge, threatened which affects the title or interest of Assignor to or in the Assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, use, or operation of the Station by Assignee.

d. Disclosure. No representation or warranty made by Assignor in this Agreement, or any statement or certificate furnished, or to be furnished by Assignor to Assignee pursuant hereto, or in connection with the transactions contemplated hereby, contains, nor will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

6. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES. Assignee represents, warrants, and covenants to Assignor as follows:

a. Assignee's Organization and Standing. Assignee is a nonprofit Indiana Corporation duly organized and validly existing and in good standing under the laws of the State of Indiana, and possesses all corporate power necessary to own and operate Station and carry out the provisions of this Agreement.

b. Assignee's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized

by Assignee's board of directors, which possesses the authority under Assignee's articles of incorporation and bylaws to grant such authorization.

c. **Disclosure.** No representation or warranty made by Assignee in this Agreement, or any statement or certificate furnished, or to be furnished, by Assignee to Assignor pursuant hereto, or in connection with the transactions contemplated hereby, contains, nor will contain, any untrue statement of material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. **BROKERS.** Assignee and Assignor hereby represent and warrant to the other that neither is bound or obligated to pay any sales commission, brokers or finders fees in connection with the transactions contemplated herein.

8. **INDEMNIFICATIONS BY ASSIGNOR.** Assignor shall indemnify and hold harmless Assignee against and in respect of:

a. **Operations Prior to Closing.** Any and all liabilities, obligations, claims, and demands arising 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 Assignor of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Assignor herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against the Assignee, Assignee shall notify Assignor promptly and give it an opportunity to defend the same and Assignee shall extend reasonable cooperation to Assignor in connection with such defense. In the event the Assignor fails to defend the same within a reasonable time, Assignee shall be entitled to assume, but need not assume, the defense thereof and Assignor shall be liable to repay Assignee for all damages suffered by Assignee and for all of Assignee's expenses reasonably

incurred in connection with such defense (including, but not limited to, reasonable attorney fees, court costs and settlement payments.)

9. **INDEMNIFICATION BY ASSIGNEE.** Assignee shall indemnify and hold harmless Assignor against and in respect of:

a. **Operation after Closing.** Any and all liabilities, obligations, claims and demands arising after the Closing Date out of the operation of the Station, the breach or non-performance by Assignee of contractual commitments assumed by Assignee hereunder, or any breach by Assignee of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Assignee herein.

b. **Defense.** Should any claim covered by the foregoing indemnity be asserted against Assignor, Assignor shall notify Assignee promptly and give it an opportunity to defend the same, and Assignor shall extend reasonable cooperation to Assignee in connection with such defense. In the event Assignee fails to defend the same within a reasonable time, Assignor shall be entitled to assume, but need not assume, the defense thereof and Assignee shall be liable to repay Assignor for all damages suffered by Assignor and for all of Assignor's expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees, court costs and settlement payments).

10. **CONDITION'S PRECEDENT TO ASSIGNEE'S OBLIGATIONS TO CLOSE.** Assignee shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of the Station authorization to operate the Station from Assignor to Assignee and said consent shall have become final as set forth in paragraph 4.a herein.

b. Assignor shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Assignor shall hold a valid, current and unexpired license for the Station.

d. The representations and warranties of Assignor set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

11. CONDITIONS PRECEDENT TO ASSIGNOR'S OBLIGATIONS TO CLOSE.

Assignor shall have no obligations to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorization to operate the Station from Assignor to Assignee and said consent shall have become final as set forth in paragraph 4.a herein.

b. The representations and warranties of Assignee as set forth in this Agreement shall be true and correct in all material respects on as of the Closing Date with the same effect as if made on and as of the Closing Date.

c. Assignee shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

12. **ASSIGNEE'S PERFORMANCE AT CLOSING.** At the Closing, Assignee shall:
- a. Pay to Assignor the Purchase Price as described and/or calculated in paragraph 2 herein.
  - b. Deliver to Assignor such instruments as Assignor may reasonably require in order to consummate the transactions provided for in this Agreement.
  - c. Deliver to Assignor a certified copy of a resolution of Assignee's board of directors authorizing the consummations of the transactions provided for in this Agreement.
13. **ASSIGNOR'S PERFORMANCE AT CLOSING.** At the Closing, Assignor shall:
- a. Deliver to Assignee the FCC authorization listed in Exhibit A, together with such assignments of the same as Assignee may reasonably require.
  - b. Deliver to Assignee such assignments and further instruments of conveyance as Assignee may reasonably require, as determined by Assignee's counsel, to effectuate the assignment from Assignor to Assignee of the Station and the Assets being transferred and assigned herein.
  - c. Deliver to Assignee a certified copy of a resolution of Assignor's board of directors, partners, or joint venturers authorizing the consummation of this Agreement and the transactions contemplated herein.
14. **SURVIVAL OF WARRANTIES.** All representations, warranties, and covenants made by the parties in the Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

15. **NO ASSIGNMENT.** This Agreement may not be assigned by Assignee without Assignor's prior written consent.

16. **TERM**

a. **Term of Agreement.** This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eight (8) months later. In the event the Closing of this transaction shall not take place within the time limit herein above set forth solely by reason of the inability of Assignor or Assignee to provide the various consents and approvals as set forth in paragraph 4 herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

b. **Termination on Notice for Hearing.** If the FCC designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder.

17. **SPECIFIC PERFORMANCES.** The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Assignee shall have the right to specific performance of this Agreement upon default of Assignor. Election by Assignee of this equitable right to specific performance shall not be in lieu of any claim to damages.

18. **NOTICES.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Assignee: Sister Sue Jenkins, S.F.C.C.  
 President & General Manager  
 Kingdom of God, Inc.  
 P. O. Box 44007  
 Indianapolis, Indiana 46244-0007

With Copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Assignor: John B. Casoria, Esq., Assistant Secretary  
 Trinity Broadcasting Network  
 P.O. Box C-11949  
 Santa Ana, California 92711

With Copy to: Colby M. May, Esq.  
 Colby M. May, Esq., P.C.  
 205 Third Street, S.E.  
 Washington, D.C. 20003

or to such other addresses as either party may designate from time to time by written notice to the other party.

19. **FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

20. **CONSTRUCTION.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

21. **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted

change, terminations, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

22. **COUNTERPARTS**. This Agreement may be executed in several counterparts all of which when taken together shall constitute one Agreement. Facsimile and/or electronic signatures of this Agreement shall be treated as original signatures for all purposes.

23. **JOINT PREPARATION OF AGREEMENT**. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the "drafter."

24. **NO RETAINED INTEREST**. Following Closing, Assignor shall not have any retained or reversionary interests in the Station, as specified in FCC Rule 73.1150, 47 C.F.R. § 73.1150.

25. **LITIGATION-COSTS AND EXPENSES**. In the event of litigation in connection with or concerning the subject of this Agreement, the prevailing party shall be entitled to recover all

*[Remainder of page intentionally left blank]*

costs and expenses incurred by such party in connection therewith, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of January 2011.

**ASSIGNEE:**

**KINGDOM OF GOD, INC.**

  
Witness

By:   
Sister Sue Jenkins, S.F.C.C.  
President & General Manager

**ASSIGNOR:**

**TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., D/B/A TRINITY BROADCASTING NETWORK**

\_\_\_\_\_  
Witness

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

costs and expenses incurred by such party in connection therewith, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of January 2011.

ASSIGNEE:

KINGDOM OF GOD, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Sister Sue Jenkins, S.F.C.C.  
President & General Manager

ASSIGNOR:

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., D/B/A TRINITY BROADCASTING NETWORK

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
J.B. Casoria  
Assistant Secretary

**EXHIBIT A**

**AUTHORIZATION TO BE ASSIGNED**

FCC License BLTT-20061005ADX

**EXHIBIT B**

**EQUIPMENT LIST**



## EXHIBIT A

DATE: AUGUST 27, 2003

### UHF BROADCAST ANTENNA FOR W51DU - LAFAYETTE, INDIANA CALL LTRS. CITY STATE

#### MANUFACTURER'S SPECIFICATIONS -

Antenna Description:	<u>Slotted Cylinder</u>
Model Number:	<u>ALP16L2-HSOC</u>
Manufacturer:	<u>Andrew</u>
UHF Channel:	<u>51</u> ( <u>692</u> TO <u>698</u> MHz ) Offset: <u>Minus</u>
Polarization:	<u>Horizontal</u>
Windload:	<u>700 lbs.</u>
Weight:	<u>220 lbs.</u>
Diameter:	<u>3.5 in.</u>
Length:	<u>32.8 ft.</u>
Pattern:	<u>Omni-directional - OC</u>

#### REQUESTED LOCATION ON TOWER\* -

Top of Antenna:	<u>337.9</u> feet ( <u>103</u> meters) HAGL
Center of Radiation:	<u>321.5</u> feet ( <u>98</u> meters) RCAGL
Bottom of Antenna:	<u>305.1</u> feet ( <u>93</u> meters) HAGL
Main Beam of Antenna:	<u>180-Directional</u>
Mounting:	<u>South Leg</u> or Face of the tower.

\* Due to rounding, metric figures may not add precisely.



## EXHIBIT B

### UHF BROADCAST EQUIPMENT\* FOR W51DQ - LAFAYETTE, INDIANA

CALL LETTERS

CITY

STATE

#### TRANSMITTER - 2kW - ADC 834 Transmitter.

Manufacturer: ADC  
 Model: 834  
 Power Output (RF): 2000 watt peak visual (Aural = 50 watts average)  
 Dimensions (inches): H x W x D = 22 x 34 x 76 inches  
 Special Notation: ( Provides 20" extra top, rear and both sides for servicing access and top mounted diplexer, if required )  
 Power (input): 230V,  $\pm$  10%, 1 phase, 50/60 Hz  
 Power Consumption: 7000 Watts (50% APL)  
 Weight: 750 pounds  
 Ambient Temperature: -22 to 122° F. ( Trinity prefers a maximum of 90° F )

#### TRANSMISSION LINE (50 OHM COAX) -

Total Length: 108.2 meters ( 355 feet )  
 Manufacturer: Andrew  
 Model: HJ7-50A ( 1/8" air dielectric )  
 Weight: 1.04 lb. / ft.  
 Diameter: 1.98 inch overall ( catalog reference = 1 1/8" inches O. D. )  
 Bend Radius: 20 inch ( minimum )

#### SATELLITE RECEIVE DISH\*\* -

Dish, Satellite: 3 meters (9.8 feet) diameter  
 Foundation, concrete: H x W X D = 48 x 48 x 36 inches  
 bearing: TBD TBD

\*\*Substitute the satellite dish with a "receive only" microwave dish (2 or 4 ft diameter), if either blockage or interference is unacceptable.

#### AUXILIARY EQUIPMENT -

Power Line Conditioner: H x W x D = 20 x 16 x 9 inches ( Locate near electrical service panel )  
 Auxiliary Racked Equipment: H x W x D = 60 x 21 x 20 inches ( Locate next to transmitter )  
 \* Remote Control Electronics Frame \* Audio Processor  
 \* Remote Control Transmitter Interface Chassis \* Modem  
 \* Satellite Receiver \* Misc. Equipment  
 \* Telephone: RJ-11 ( PSTN / Dialup ) DTMF, Cell or Wireless

#### STATION'S ELECTRICAL REQUIREMENTS -

Electric Service Main: 120/230V, 3 wire, single phase, 100 amps  
 Usage: Continuous, 24 hours per day, every day

#### STATION'S POWER CONSUMPTION -

	<u>Watts</u>	<u>Est. kW Hours Per Month</u>
Transmitter (Emitter)	7,000	5,110
Auxiliary Equipment	218	159
2 ton Air Conditioner (Optional):	<u>2,880</u> ( EST. )	<u>2,102</u> ( EST. )
Total w/o Air Conditioner:	7,218	5,269
Total with Air Conditioner	10,098 ( EST. )	7,371 ( EST. )

**HEAT DISSIPATION** - The estimated total dissipation into the Building is 3,338 watts or 11,392 Btu / hr. or 0.92 tons. This assumes the air conditioner's heat does not enter the Building. Therefore, our 2 ton (24,000 Btu / hr.) air conditioner should more than account for all TBN heat dissipation into the Building. The Estimated kWh / Month is based upon the average number of days per month per year: 24 (365/12) = 730 hours / month for 30.417 days per month, on average.

\* Broadcast Antenna Not Included