

**AGREEMENT FOR THE ASSIGNMENT OF BROADCAST LICENSE AND
SALE OF THE ASSETS OF STATION KVAZ FM, HENRYETTA, OKLAHOMA**

THIS AGREEMENT, entered into on the dates listed below, by and between SOUTH CENTRAL OKLAHOMA CHRISTIAN BROADCASTING, INC. (hereinafter referred to as "Buyer"), and HENRYETTA EDUCATIONAL BROADCASTING FOUNDATION (hereinafter referred to as "Seller"):

WITNESSETH:

WHEREAS, Seller is the sole holder of a Broadcast License for Radio Station, KVAZ, Henryetta, Oklahoma (hereinafter referred to as "Broadcast License") from the Federal Communications Commission (hereinafter the "Commission" or "FCC") pursuant to an order of the FCC transferring the license to and authorizing Seller thereafter to operate that station. (File No. BLED - 19860102KC Facility ID 26970);

WHEREAS, Seller desires to sell and Buyer desires to purchase all the assets (hereinafter "Assets") used or useful in the proposed operation of the Radio Station, KVAZ, Henryetta, Oklahoma (hereinafter, the "Station");

WHEREAS, the assignment of the Broadcast License of the Station is subject to the prior approval of the FCC;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties intending to be legally bound, the Seller and the Buyer do hereby mutually agree as follows:

1. Assets to be Conveyed. Subject to the terms and conditions hereinafter set forth, Seller shall sell, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller on the Closing Date (as hereinafter defined) as follows:

(a) The Broadcast License issued to or held by Seller from the Commission permitting the operation of the Station, including any modifications or extensions thereto, subject to Commission approval as hereinafter provided.

(b) All of the fixed and tangible Assets (real, personal, or mixed) for the operation of the Station as listed on Exhibit A attached hereto, and any additions thereto or substitutions therefore, consisting of the property proposed for the operation of the Station in the normal course of business, including but not limited to broadcast equipment, furniture, office equipment, supplies and relevant business and Commission Records (Hereinafter, collectively referred to as the "Assets". Said Assets shall be conveyed free and clear of any and all liens, claims, encumbrances and security instruments, except for any obligations assumed by Buyer pursuant to the terms of this Agreement.

(c) All other permits, licenses or authorizations, if any issued by any regulatory agency which are used or useful in the operation of the Station.

(d) All items in Seller's possession in the Station's FCC Public Inspection File and all business and government records relating to the operation of the Station, excluding tax returns and other records pertaining to Seller's corporate affairs.

(e) Upon execution of this Agreement, Buyer and Seller acknowledge that Buyer has paid into escrow a deposit of \$5000 to the escrow agent, (a local bank in or near Henryetta, OK as agreed upon buy both Buyer and Seller) and agree that this sum will be delivered as a part of the purchase price upon closing of this agreement.

2. Purchase Price: The total consideration to be paid by Buyer for the assignment of the License and the purchase of the Assets shall be \$25,000, Twenty Five Thousand Dollars (Hereinafter, the Purchase Price").

a. Buyer shall deliver the escrow funds (\$5,000) plus make payment of \$20,000 to Seller within fifteen business days following the date when the Commission's order granting approval of the assignment of the License for the Station becomes final. For the purposes of this Agreement a Final Order is the date that such order is no longer subject to any reconsideration or appeal under the Rules of the Commission and the provisions of the Communications Act of 1934, as amended:

b. Seller agrees to lease the property the tower is standing on, enough space for a small studio building, AND grant access to such facilities 24hours/day, 7 days per week per the terms of the attached SITE LEASE AGREEMENT (Exhibit B) for a sum of \$100/month payable the fifteenth of each month, beginning the month following the Closing date of this agreement.

3. Local Marketing Agreement: Buyer and Seller agree to execute and operate under the terms of the Local Marketing Agreement (Hereinafter, "Time Brokerage Agreement") attached as Exhibit B, which is to be executed by Buyer and Seller on the same date as execution of this agreement.

4. Seller's Warranties and Representations: Seller hereby makes the following warranties and representations, each of which shall be deemed a separate covenant to Buyer, which warranties shall survive the Closing and payment of the Purchase Price, except where otherwise indicated:

(a) The execution and performance of this Agreement and the compliance with its provisions by Seller on the Closing Date will not conflict with or result in any breach of any of the terms, conditions or provisions of any agreement indenture, mortgage, agreement or other instrument to which Seller is a party or by which is bound now and at closing. Seller will have full and complete corporate authority to enter into this Agreement and execute all instruments incident hereto.

(b) Seller will be solely responsible for and shall either pay or make provision which shall be satisfactory to Buyer for all debts, taxes or impositions imposed or arising by reason of Seller's ownership of the Station and Assets prior to the date of Closing.

(c) At Closing, Seller shall have filed all tax returns then due, or properly applied for extension, and shall have paid or made provisions which shall be satisfactory to Buyer, e.g., bond or escrow deposit, for the payment of all regular and special taxes, assessments, excises, fees and levies men due which are required of Seller arising by reason of Seller's ownership of the Station and Assets.

(d) On the Closing Date, Seller shall be the owner of the Assets set forth in Exhibits A free and clear of all debts, liens and encumbrances.

(e) Seller guarantees that the required License renewal has been filed properly and completely with the FCC (which must be done before Feb 1st 2005 for all stations in Oklahoma) in order to keep License of the Station in good standing with the FCC not subject to any revocation proceedings investigations or pleadings of proceedings that might lead to loss of the license, forfeiture or penalties.

(f) The representations and warranties of Seller herein, or in any exhibit, schedule or certificate given pursuant hereto, do not contain an untrue statement of a material fact or do not omit a material fact which would make any statement contained herein or therein misleading.

(g) There is no litigation, proceeding or governmental investigation pending or, to the knowledge of Seller, threatened in any court, arbitration board, administrative agency or tribunal against or relating to Seller or to its principals that would prevent or materially impede the consummation of this Agreement by Seller, nor does Seller know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation, and the execution and performance of this Agreement by Seller will not result in the default by Seller in respect of any judgment, order, writ, injunction, decree, rule or regulation of any applicable court or administrative agency which could have a material adverse effect on the Station or the Assets. Furthermore Seller shall hold Buyer harmless to any such

such actions that may be taken in the future against Seller for any actions or omissions of Seller prior to the Closing.

5. Buyer's Warranties and Representations: Buyer hereby makes the following warranties and representations, each of which shall be deemed a separate covenant to Seller and shall survive the Closing and payment of the purchase price, except where otherwise indicated:

(a) Buyer is now and at Closing will be a non-profit corporation in good standing and duly organized, in the State of Oklahoma, qualified to operate the Station under the laws of Oklahoma, and under the Commission's rules and regulations.

(b) Buyer represents that, to the best of his knowledge, he knows of no reason why the FCC would not approve the application for assignment of the License for the Station.

(c) The representations and warranties of Buyer herein, or in any exhibit, schedule or certificate given pursuant hereto, do not contain an untrue statement of a material fact or do not omit a material fact which would make any statement contained herein or therein misleading;

6. Conditions to Buyer's Obligations: The obligation of Buyer to consummate this Agreement is subject to the satisfaction on or prior to the Closing Date of each of the following conditions:

- (a) Seller shall deliver or cause to be delivered to Buyer:
1. The Assets as described in this Agreement,
 2. The Site Lease Agreement executed,
 3. The executed Time Brokerage Agreement.

(b) The Commission's Order granting the assignment of the License from Seller to Buyer shall have become a Final Order as that term is defined herein.

(c) Seller shall deliver to Buyer on the closing Date a copy of each instrument of authorization for the operation of the Station including without limitation **the License**, which instruments shall contain no materially adverse condition or restriction, and under which instruments, the Commission's rules shall permit the operation of the Station by Buyer.

(d) The representations and warranties made by Seller shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties had been made at and as of the Closing Date.

(e) Seller shall have performed and complied, in all material respects, with all agreements and conditions required by this Agreement to be executed, performed or complied with by Seller prior to or at the Closing Date.

(f) There shall not be any actual or written threatened litigation or proceeding to restrain Seller's performance of or invalidate the transactions contemplated by this Agreement. No proceedings shall have been instituted or be threatened against Seller for the protection of creditors or otherwise for the relief of Seller as a debtor.

7. Conditions to Seller's Obligations: The obligation of Seller to consummate this Agreement is subject to the satisfaction on or prior to the Closing Date of each of the following conditions:

(a) The representations and warranties made by Buyer shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties had been made at and as of the Closing Date.

(b) Buyer shall have performed and complied, in all material respects, with all agreements and conditions required by this Agreement to be executed, performed or complied with by Buyer prior to or at the Closing Date;

(c) There shall not be any actual or written threatened litigation or proceeding to restrain Buyer's performance of or invalidate the transactions contemplated by this Agreement. No proceedings shall have been instituted or be threatened against Buyer for the protection of creditors or otherwise for the relief of Buyer as a debtor.

8. Application for FCC Approval:

(a) Buyer and Seller will each, using their respective best efforts and diligent cooperation, take all steps necessary to cause to be prepared and filed with the FCC an application for approval of the assignment of the Station's Broadcast License to Buyer, complete in all material respects, in such a timely manner that the transaction herein contemplated will not be delayed, such application in any event to be filed no later than 15 (TEN) working days from the date hereof unless the parties agree otherwise in writing, and Buyer and Seller will thereafter take all steps necessary to the expeditious prosecution of such application to a favorable conclusion. Both parties agree that they shall promptly and timely file any amendments necessary to obtain a grant of the application and/or other information reasonably requested by the FCC.

(b) Each party to the application will bear its own expense in connection with the preparation of the applicable portions of such application and the prosecution of such application. Buyer shall pay the FCC filing fee. Seller will

timely publish the notice in the newspaper required by the FCC Rules and Regulations with respect to the application for consent to the assignment Station's Broadcast License and transfer of ownership. Buyer will timely furnish to Seller's counsel the necessary information required to be contained in such notices.

(c) In the event that an order of the FCC consenting to the assignment of the Station's Broadcast License from Seller to Buyer shall not have issued within SIX (6) months following the date on which the application is tendered for filing with the FCC, then this Agreement may be terminated solely by Buyer on five (5) days' written notice to the Seller; Buyer will have the option of continuing the Local Marketing Agreement (Exhibit C) until such approval is granted by the FCC.

9. Closing Date. The Closing Date shall be within FIVE (5) business days after a Commission Order giving its written consent to the assignment of the Station License to Buyer has become a Final Order. The Closing shall take place at a location to be mutually agreed upon by the parties.

10. Termination. This Agreement may be terminated at any time prior to the Closing Date by written mutual agreement between Buyer and Seller; or by Buyer in accordance with the provisions of Sections 8(c) herein.

11. Changes to Facilities: Seller agrees that, beginning on the date of filing the application referred to in paragraph 8 hereof, Buyer may file at Buyer's expense with the Commission any applications, petitions, or other papers (herein "FCC Filings") as deemed necessary by Buyer to change the facilities of the Stations. This shall be deemed Seller's consent in writing (pursuant to Section 73.3517 of the FCC's Rules) to the filing of such FCC Filings.

12. Instruments of Conveyance and Transfer and Execution: At the Closing of the transactions contemplated hereby, Escrow Agent and/or Seller shall deliver to Buyer:

(a) Warranty Deeds, Bills of Sale and other instruments of assignment, conveyance and transfer, covering all of the assets of Seller (listed in Exhibits A) to be transferred hereunder:

(b) Assignment of the Broadcast License;

(c) Assignment of the Station's records;

(d) Such other or things as Buyer may reasonably request in order to place Buyer in actual and operating control and clear title to the Station and of the assets to be transferred;

13. No Assignment: This Agreement and the instruments to be signed at closing may not be assigned except to a corporation controlled by Buyer.

14. Notices: All necessary notices, demands and requests shall be deemed duly given, if mailed by registered mail, postage prepaid, and addressed to the following:

If to the Buyer:

Mr. Randall Christy, President
South Central Oklahoma Christian Broadcasting, Inc.
P.O. Box 1343
Ada, Oklahoma 74820

If to the Seller:

Mr. Carl Vanmeter
Henryetta Educational Broadcasting Foundation
Rt. 1, Box 65A
Weleetka, Oklahoma 74880

15. Entire Agreement

(a) This Agreement and the Exhibits A through C, attached hereto, contain the entire agreement of the parties with respect to the transactions contemplated and supersedes all prior negotiations between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound, except that the attorney for either party hereto may bind his client in writing as to a change in the Closing Date.

(b) No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

(c) This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

(g) Buyer and Seller agree that the License and the Assets to be acquired are unique assets and damages for breach of this Agreement would be difficult to compute. For this reason, this Agreement shall be enforceable by Buyer by decree of specific performance.

By signing below, Buyer and Seller agree to all the terms, conditions, considerations and facts contained herein, including information contained in all Exhibits attached:

Carl Vanmeter 1-17-05
Seller: Carl Vanmeter, Henryetta Educational. Bd/casting Foundation date

Randall Christy 1/17/05
Buyer: Randall Christy, President, SCOCBI date

Mike Huddleston 1-17-05
Buyer: Mike Huddleston, Vice President, SCOCBI date

Attest: (Notary) Sharla Frederick 1/17/05

SHARLA FREDERICK
NOTARY PUBLIC - STATE OF OKLAHOMA
PONTOTOC COUNTY
MY COMMISSION EXPIRES APRIL 20, 2008
COMMISSION # 04003611

EXHIBIT A: All fixed and tangible assets used for the operation of the station, including but not limited to:

1. QEI Transmitter
2. QEI Exciter
3. EAS Equipment
4. CD Changer
5. All of existing coax cable being used at present on KVAZ.
6. The current KVAZ Antenna and all components.
7. The current TOWER (at it's present location or to be moved if necessary)
8. The control board (mixer) in the KVAZ studio at present.
9. All related RF equipment, processing, wiring etc...
10. All other related studio and/or transmission equipment currently in use by KVAZ.
11. Any other equipment, property or materials necessary to broadcast KVAZ in compliance with all FCC rules and requirements.

*** The above may NOT be a complete list of assets. Seller agrees to transfer ALL equipment and components currently being used by KVAZ unless excluded by mutual agreement between Buyer and Seller.

This Local Marketing Agreement (LMA) is by and between Henryetta Educational Broadcasting Foundation (HEBF) and South Central Oklahoma Christian Broadcasting, Inc. (SCOCBI). HEBF is the Licensee as recognized by the Federal Communications Commission (FCC) of KVAZ, Henryetta, OK; while SCOCBI is the Licensee of KAZC and KTGS of Tishomingo, OK and Ada, OK respectively.

WITNESSETH:

Whereas, HEBF has available broadcasting time, and is engaged in the business of radio broadcasting on KVAZ;

Whereas, SCOCBI desires to avail itself of KVAZ's broadcasting time;

Whereas, HEBF has agreed to sell and SCOCBI has agreed to purchase all assets used in the operation of KVAZ (the Sale of KVAZ) and

Whereas, HEBF and SCOCBI are familiar with the statutes, rules, regulations and policies of the FCC (FCC Rules) and desires that this agreement be subject to and consistent with FCC rules;

Now Therefore, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and agree as follows:

1. Facilities: HEBF agrees to make station broadcast transmission facilities available to SCOCBI and to broadcast, or cause to be broadcast on KVAZ, SCOCBI's programming during the time periods and for the consideration set forth in Section 2 herein.

2. Time Periods and Consideration:

2.1 HEBF will broadcast SCOCBI's execution of programming full-time, 24 hours/day, Monday through Sunday, over KVAZ's facilities.

2.2 While this agreement is in effect, SCOCBI shall pay \$100 per month.

2.3 SCOCBI will assume responsibility and pay in a timely manner ALL regular operating expenses of KVAZ during the length this agreement is in force, including, but not limited to:

- a. Utilities
- b. Employee wages and salaries as determined by SCOCBI
- c. Music Royalties
- d. Other expenses as deemed normal and routine to the operation of KVAZ
- e. SCOCBI will assume no responsibility for any litigation or pending litigation that may exist or may exist in the future pertaining to HEBF, nor will SCOCBI be held responsible for any default on the part of HEBF that has occurred or may occur in the future, including any Federal and/or Employee Payroll Taxes.

3. Term of Agreement:

3.1 This agreement may begin on any day following the date of execution of this LMA at the discretion of SCOCBI and will terminate upon consummation of the Sale of KVAZ, unless terminated earlier as provided herein.

3.2 Except as otherwise provided herein, should the FCC deny the assignment of the license for KVAZ from HEBF to SCOCBI, or should either party be in default of this agreement (as defined in section 14 hereof), then HEBF or SCOCBI, as appropriate, has the right to terminate this agreement upon fourteen (14) days notice to the other party. Should the FCC fail to approve the sale of KVAZ to SCOCBI, a new LMA may be worked out between HEBF and SCOCBI.

4. Programming: HEBF has been advised of the type and nature of the programming to be provided by SCOCBI hereunder, and has determined that the broadcast of such programming on KVAZ will serve the public interest. SCOCBI will have the right to change, at its discretion,

the programming elements and/or format of the programming offered by it by giving HEBF at least 24 hours notice of such changes and obtaining HEBF's written concurrence thereto. In the event HEBF shall fail to approve any change proposed by SCOCBI, SCOCBI may terminate this agreement upon fourteen (14) days notice, without liability, provided that SCOCBI may defer such termination a reasonable time to permit it to fulfill any obligations to outstanding contracts. Moreover, SCOCBI shall be entitled to receipts and payments from sponsors which remain outstanding at time of termination.

5. SCOCBI shall collect and retain for collection any and all accounts receivable which shall arise from the programming provided by SCOCBI under this agreement. HEBF shall retain the right to collect and retain any outstanding accounts receivable that may exist as a result of HEBF's sales efforts prior to the date of execution of this document for a period of 30 days. Any and all income that may be generated after the date of the agreement will be collected and retained by SCOCBI.

6. Call Letters: KVAZ will remain the call letters for this station during the period of this agreement.

7. Public File and EAS: SCOCBI will assume responsibility for keeping this up to date during the period of this agreement.

8. SCOCBI will not be required to assume liability for any current vendor/advertiser contracts and agreements, and may modify such contracts and agreements as needed to meet SCOCBI's methods, policies, rules, bylaws etc... SCOCBI will not be held liable for any contracts, agreements, and/or leases HEBF may have entered into pertaining to KVAZ. Both parties acknowledge that they are separate entities and may not obligate or bind the other without expressed written consent. HEBF may not lease, obligate, or allocate, any broadcast time to any other party other than SCOCBI during this period without the expressed written consent of SCOCBI.

9. SCOCBI will be responsible for paying KVAZ's taxes, insurance, engineering, repairs, equipment purchases and upkeep, and personnel (such personnel employment shall be determined solely by SCOCBI), and other related operational expenses required to be in compliance with FCC Rules, limited to such expenses incurred following execution of this agreement.

10. SCOCBI will deliver programming, and equipment necessary to deliver such programming, to HEBF's transmission site, which will be controlled from KVAZ's main studio. Such broadcast will be in compliance with all FCC Rules, and copy of this agreement will be filed with the FCC within 30 days of execution, and a copy will be placed in the public file within 30 days of execution. SCOCBI will assume all fees for filings.

11. SCOCBI will be responsible for obtaining ASCAP, BMI, or SESAC agreements and will assume responsibility for carrying out such agreements effective the date of execution of this document.

12. Operation of Station: HEBF will maintain full power, authority and control of operations of KVAZ during the term hereof in accordance with FCC rules and all other applicable laws.

13. Neither HEBF nor SCOCBI shall be held liable for any failure to carry out this agreement that may be caused by: acts of God, power failures, problems caused by the acts or omissions of unrelated third parties. Failure to broadcasts according to KVAZ's FCC license or failure to comply with FCC Rules on the part of HEBF or SCOCBI shall consist of a breach of this agreement and be grounds for termination of this agreement. Should such a breach occur on the part of HEBF, SCOCBI shall not be liable for any further obligations or consideration.

14. In the event that HEBF fails to meet its obligations above, or failure to broadcast SCOCBI's programming, at any time without mutual written consent between SCOCBI and HEBF, SCOCBI may terminate this agreement with fourteen (14) days written notice. In the event of such termination, ~~HEBF will compensate SCOCBI for any expenses or outstanding accounts that may exist at the time of termination. SCOCBI also agrees to follow all FCC Rules and other laws pertaining to the operation of KVAZ.~~ HEBF will not be liable for any violation that is solely committed by SCOCBI.

15. SCOCBI and HEBF acknowledge that the FCC Rules currently enable execution and implementation of this agreement. In the event that FCC changes its rules or policies and thereby renders this agreement null and void, or materially affects the ability of either party to adhere to its terms, or if any court or other agency issues any decision, order or other action of the type which materially affects the ability of the parties to perform hereunder, or if the FCC or any court modify current policy and reduce the number of hours or time each day or week which can be "brokered" or otherwise materially alter current policy, the parties agree that this agreement shall be cancelled. Furthermore, if such a policy change, ruling, order, or action occurs, SCOCBI shall be entitled to immediate refund of all or a prorated daily amount of any fee paid in advance for days left in the month of termination and entitled to collections from all accounts receivable that occurred during the time SCOCBI programming was being aired.

16. Any litigation or legal disputes that may result between HEBF and SCOCBI that requires court action or involvement, will be heard in Pontotoc County, Oklahoma. All, conflicts, disputes, and/or disagreements that may result will first be mediated by a mutually agreed upon neutral party. With both parties agreeing to cooperate in good faith to work out any such problems. The outcome of such mediation will not be binding on either party, unless both parties agree to a binding agreement.

17. Notices: All notices and communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt request, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- a. If to SCOCBI: P.O. Box 1343, Ada OK 74820
 - b. If to HEBF: Rt. 1, Box 65A, Weleetka, OK 74880
- OR Main Studio Physical Location

18. This agreement supercedes any and all agreements verbal or written that may have preceeded this document, and may be modified only if both parties execute a written agreement that specifically supercedes this one. There are currently no oral or written agreements that conflict with any terms of this agreement, between HEBF and SCOCBI. This agreement shall be binding upon the parties hereto and their heirs, estates, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date below:

[Signature] 1/17/05 [Signature] 1-17-05
 Randall Christy, President SCOCBI date Mike Huddleston, VP SCOCBI date

[Signature] 1-17-05
 Carl Vanmeter, HEBF Date

[Signature] 1-17-05
 Notary Date

SHARLA FREDERICK
 NOTARY PUBLIC - STATE OF OKLAHOMA
 PONTOTOC COUNTY
 MY COMMISSION EXPIRES APRIL 20, 2008
 COMMISSION # 04003611