

AGREEMENT FOR THE ASSIGNMENT OF DUNCAN, OK TRANSLATOR

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

WITNESSETH:

WHEREAS, Seller is the sole holder of a Broadcast License for a TRANSLATOR, described as follows: **K241EM** **OK DUNCAN**
USA

Licensee: THE SISTER SHERRY LYNN FOUNDATION
Service Designation: **FX** Translator Station (retransmits signal, different channel than main station)
Channel/Class: 241D Frequency: 96.1 MHz Construction Permit
File No.: BNPFT-20080616ABR Facility ID number: 141870
CDBS Application ID No.: 1250493

34° 32' 48.00" N Latitude
97° 56' 30.00" W Longitude (NAD 27)

Polarization: Horizontal Vertical

Effective Radiated Power (ERP):	0.25	0.25	kw ERP
Antenna Height Above Average Terrain:	0.	0.	meters HAAT <u>Calculate</u> HAAT
Antenna Height Above Mean Sea Level:	452.	452.	meters AMSL
Antenna Height Above Ground Level:	78.	78.	meters AGL

WHEREAS, Seller agrees to sell and Buyer agrees to purchase the above described license, according to the following terms and conditions.

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:

I. 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) Fixed and Tangible Assets to be conveyed include any equipment currently being used in the broadcast of the above translator.

(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

II. Purchase Price:

Upon execution of this Agreement, Buyer will pay a down payment of \$1,625 to Seller and agree that a final payment of \$1,625 will be delivered within 10 business days of the FCC Final Approval of the transfer of this license from Seller to Buyer.

III. Seller's Warranties and Representations:

(a) On the Closing Date, Seller shall be the owner of the License and Assets free and clear of all debts, liens and encumbrances, and have the legal right to transfer ownership of Broadcast License and Assets to Buyer.

(b) There is no litigation, proceeding or governmental investigation pending or, to the knowledge of Seller, threatened in any court, arbitration board, that would prevent or affect the assignment of this license to Buyer.

IV. Buyer's Warranties and Representations:

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

(b) Buyer represents that Buyer knows of no reason why the FCC would **not** approve the application for assignment of the Broadcast License for the Station.

V. 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 Translators 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 (FIFTEEN) 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, should one be required. 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 Translator Broadcast License and transfer of ownership.

VI. Closing Date:

The Closing Date shall be within 10 (TEN) business days after a Commission Order giving its written consent to the assignment of the License to Buyer has become a Final Order. The Closing shall take place at a location to be mutually agreed upon by the parties.

VII. 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:

THE SISTER SHERRY LYNN FOUNDATION
1101 NORTH 81 HIGHWAY 73055

VIII. Entire Agreement:

(a) This Agreement contains 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.

(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.

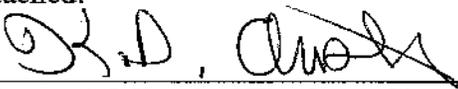
(c) This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

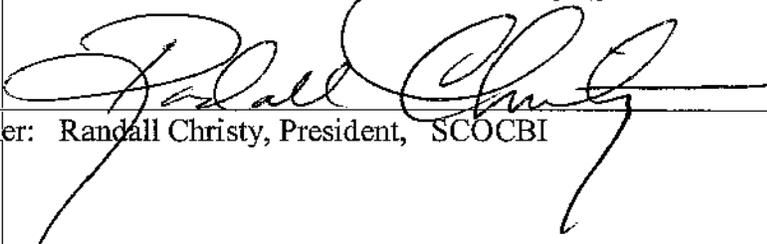
(d) Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

(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.

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


Buyer: Authorized Official of The Sister Sherry Lynn Foundation 9/08/08
date


Seller: Randall Christy, President, SCOCBI 9/8/08
date

Attest: (Notary)
