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*Sterling, Virginia 20167-0217*

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(703) 437-8483

John C. Trent

David M. Hunsaker  
(1944 - 2002)  
Keith E. Putbrese  
(Retired)

March 3, 2004

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Filing Center  
236 Massachusetts Avenue, NE  
Suite 110  
Washington DC 20002

RECEIVED

MAR - 3 2004

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

PI&T  
LEASE STAMP-IN  
AND RETURN

Re: **Radio Station KDJR-FM, DeSoto,  
MO; Time Brokerage Agreement and  
Option to Purchase Agreement**

Dear Madam Secretary:

**Serendipity Ventures, II, LLC**, the Licensee of Radio Station KDJR-FM, DeSoto, Missouri, and **Family Worship Center Church, Inc.**, the Time Broker and Optionee, hereby submit, pursuant to *Section 73.3613* of the Commission's Rules, a Time Brokerage Agreement and Option to Purchase Agreement by and between the parties.

As permitted by the Rules, certain financial and proprietary information has been redacted, but is available for review by the Commission Staff is so requested. Should there be any questions regarding this matter, please contact this Office.

Very truly yours

John C. Trent

Attachments

cc: KDJR-FM Public File  
Serendipity Ventures II, LLC  
Family Worship Center Church, Inc.

**TIME BROKERAGE AGREEMENT**

*between*

**SERENDIPITY VENTURES II, LLC**

**(LICENSEE)**

*and*

**FAMILY WORSHIP CENTER CHURCH, INC.**

**(TIME BROKER)**

*Pertaining to the Sales*

*and Programming Operations of*

**RADIO STATION**

**KDJR-FM**

**DeSoto, Missouri**

*January 27, 2004*

## TIME BROKERAGE AGREEMENT

This is a TIME BROKERAGE AGREEMENT ("Agreement") dated this 27th day of January 2004, by and between **SERENDIPITY VENTURES II, LLC** ("Licensee"), a Missouri Limited Liability Company on the one hand, and **FAMILY WORSHIP CENTER CHURCH, INC.**, ("Time Broker"), a Louisiana Not for Profit Corporation on the other.

### **RECITALS:**

**WHEREAS**, Licensee owns and operates Radio Station KDJR-FM, DeSoto, Missouri (the "Station"), pursuant to Licenses and authorizations issued by the Federal Communications Commission (the "FCC" or "Commission"); and

**WHEREAS**, Licensee is engaged in the business of radio broadcasting on Station and has broadcast time available; and

**WHEREAS**, the Licensee is the sole employer of the General Manager; and

**WHEREAS**, Time Broker desires to avail itself of such broadcast time;

**NOW THEREFORE**, in consideration of the above recitals and of the mutual promises and covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

**1. LICENSEE TRANSMISSION FACILITIES.** Licensee agrees to make its broadcast transmission facilities available to Time Broker and to broadcast over Station certain Programs of Time Broker which are to originate from the Station or from other appropriate facilities. Any costs attendant to transmitting programming to the Licensee studios for broadcast will be that of Time Broker and as set forth herein. The Programming is generally described in **Appendix 1**, which is attached to and made a part of this Agreement. Any substantial or material changes in the schedule of regular Programs must be provided by Time Broker to Licensee at least twenty-four (24) hours in advance.

### **2. TIMES, RATES AND CHARGES.**

**2.1** The times and charges for the Programs to be broadcast are set forth in **Appendix 2** attached to this Agreement.

### **3. TERM AND EFFECTIVE DATE.**

**3.1** The Term of this Agreement shall be for a period until 3:00 a.m., February 1, 2005, or until the purchase of the Station by Time Broker, which ever comes first. This Agreement may only be extended in writing by the parties.

**3.2** The Effective Date of this Agreement shall be January 27, 2004 (Effective Date).

#### **4. PROGRAMMING AND PROGRAMMING STANDARDS.**

**4.1** Time Broker will furnish the artistic personnel and all materials for the Programs provided for by this Agreement. All Programs will be delivered to Station's studios suitable for broadcast in a manner satisfactory to Licensee. At least twenty-four (24) hours before the broadcast of such Programs, Time Broker will provide Licensee's General Manager with complete copies of the commercial, informational, or public service continuity and the script or type of musical selections to be performed during the following twenty-four (24) hours.

**4.2** All Programs supplied by Time Broker shall be prepared, written and broadcast in conformity with the regulations and restrictions set forth in **Appendix 3** attached to this Agreement. Time Broker acknowledges **Appendix 3** to be an integral part of this Agreement, and agrees to abide by the standards set forth in that **Appendix** in its programming and operations. Licensee reserves the right to refuse to broadcast, suspend or cancel any Programs which do not, in Licensee's sole Licensee discretion, determined in good faith, maintain a quality consistent with its policies and standards. If, in addition, the continuity, script or musical selections furnished by Time Broker fail to conform to the regulations and restrictions set forth in **Appendix 3**, Licensee shall have the right, without prejudice to any other rights it may also have, to (1) furnish or substitute continuity, script or musical selections prepared by Licensee or (2) edit the continuity, script or musical selections as furnished or (3) refuse to furnish transmission facilities to Time Broker. In all such cases, however, Licensee will use its best efforts and due diligence to notify Time Broker of any changes or substitutions in advance of the broadcast.

**5. EXCLUSIVE RIGHT TO SELL AND TO RETAIN REVENUES.** Subject to Licensee's right to review, reject, and/or preempt Time Broker's programming, Time Broker shall have the exclusive right to sell advertising time for the program time purchased from Licensee pursuant to this Agreement. Time Broker shall be entitled to keep as its sole and exclusive property all monies, revenues (including, but not limited to, advertising revenues), profits, royalties, fees, trades and other consideration arising from the broadcast time that Time Broker purchases.

#### **6. OPERATION OF STATION.**

**6.1 Management Authority and Control.** Notwithstanding anything to the contrary in this Agreement, Licensee shall have *full authority and power over the operation of the Station* during the period of this Agreement. Without limiting the foregoing, Licensee's power, authority and responsibility shall include the following:

**6.1.1** Licensee shall provide and pay the salary of the General Manager for the Station, who shall report to, and be accountable solely to, Licensee, and who shall direct the day-to-day operation of the Station.

**6.1.2** Licensee shall retain control over the policies, programming and operations of Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to make daily announcements concerning the opinions being expressed by the Time Broker not necessarily being those of the

Licensee, the right to preempt any Program in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Missouri, and the rules, regulations, and policies of the Federal Communications Commission ("FCC"), including Section 310(d) of the Communications Act of 1934, as amended.

6.1.3 The parties mutually agree that this Agreement will, at all times, be subject to the rules, regulations and policies of the FCC and that neither will take any action which would be inconsistent with such rules, regulations and policies. If any provision of this Agreement, or any Appendix or attachment to it, is deemed to be in violation of FCC rules, regulations and policies, the parties agree to mutually cooperate in modifying this Agreement in such manner as is necessary to effect compliance.

#### **6.2 Coordination of Technical Operation.**

6.2.1 Time Broker will advise Licensee of the name, telephone number and address of the representative of Time Broker who will be responsible for the day-to-day activities of Time Broker at the Broadcast Facilities, and who will be available to discuss with the General Manager of Licensee matters pertaining to the physical condition of, and technical matters concerning, the Broadcast.

6.2.2 Time Broker will give Licensee immediate telephone Notice, followed by written confirmation, of any operating deficiency regarding the Station as soon as practical after Time Broker has actual knowledge thereof. Likewise, Licensee will give Time Broker immediate telephone notice, followed by written confirmation, of any operating deficiency regarding the Station after Licensee has actual knowledge thereof.

**6.3 Handling of Mail, Telephone Calls, Etc.** Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programs broadcast under the terms of this Agreement unless Licensee, at the request of Time Broker, has agreed in writing to do so. In this event, the receiving and handling will be at the sole risk and responsibility of Time Broker and Time Broker will reimburse Licensee for all expenses incurred by it. If any of the Programs are used to solicit listeners to order merchandise, and if any person so solicited complains to Licensee concerning the quality or failure to receive merchandise ordered pursuant to solicitation on the Programs covered, Time Broker will, within ten (10) days after notification from Licensee, refund to such person the purchase price of such merchandise whether or not Time Broker or Time Broker's agent has a record of actually having received an order from such person. Upon failure of Time Broker or Time Broker's agent to make such refund, Licensee shall have the right to terminate this agreement.

#### **7. PROGRAMMING RESPONSIBILITIES OF LICENSEE.**

**7.1 Community Issue Programming.** It is understood and agreed that Licensee has certain public interest obligations and responsibilities to broadcast programming which covers issues of public importance to the local community. The parties will ascertain local issues to be addressed on the Station and will prepare the periodic listings of local needs and issues required by the FCC and Time Broker will assist

Licensee this matter. Nothing in this Agreement shall abrogate the unrestricted authority of Licensee to discharge its obligations to the public and to comply with the law, and rules and policies of the FCC.

**7.2 Station Identification.** Licensee shall coordinate with Time Broker the Station's hourly station identification announcements to be aired in accord with FCC rules.

**7.3 Emergency Programming.** Licensee also retains the right to interrupt Time Broker's programming at any time, in case of an actual emergency, or for purposes of participating in any over-the-air tests of the Emergency Alert System (EAS). Both Licensee and Time Broker shall cooperate in the broadcast of such emergency information or EAS tests over Station.

**7.4 Opinions expressed.** Licensee shall have the right twice during each broadcast day to make an announcement that the opinions expressed by the Time Broker are not necessarily those of the Licensee.

## **8. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES.**

### **8.1 By Time Broker.**

**8.1.1 Program Production Costs, Licenses and Fees.** Time Broker shall be solely responsible for the salaries, payroll taxes, insurance, and related costs for all personnel used by Time Broker in the production of its programming and advertising sales, and for any publicity or promotional expenses incurred by Time Broker. Time Broker shall pay or reimburse Licensee for all telephone charges associated with program production and listener response, for all fees to ASCAP, BMI, SESAC, and for any other copyright fees attributable to programming broadcast on the station pursuant to this Agreement, including fees charged by any programming provider, network or syndicator. Time Broker shall also pay for any audience ratings service, marketing analysis or demographic studies, or program consulting services. Time Broker shall, as set forth in **Appendix 2**, reimburse Licensee for all Station operating expenses.

**8.1.2 Toll-Free Telephone Line.** If necessary, Time Broker shall reimburse Licensee for the cost of providing a toll-free telephone number between the main studios of Station and Time Broker's programming origination point, for the purpose of receiving calls from members of the listening public residing within the community of DeSoto and the surrounding area.

**8.1.3 Program Transmission Costs.** Time Broker shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and the Main Studios of Station.

**8.1.4 Taxes Attributable to Time Broker's Operations.** Time Broker covenants, warrants and agrees that all taxes (of whatever nature, including but not limited to, federal and local, income, excise, sales, use or withholding taxes) which heretofore have been or hereafter may be imposed upon any sales solicited on the broadcasts shall be paid by Time Broker or Time Broker's agent and Time Broker shall at all times indemnify and hold Licensee harmless from and against any or all claims arising out of any failure

of Time Broker or Time Broker's agent to pay such taxes. For the purposes of this agreement any advertiser or entity which is solicited by Time Broker or representative of Time Broker for any Program, or participation in any Program, shall be deemed to be Time Broker's agent.

**8.2 By Licensee.**

**8.2.1 Other Management and Operating Costs.** Licensee will provide, and be responsible for, the Station personnel necessary for the management and operation of Station other than programming and personnel, and will be responsible for paying the salaries, taxes, and related costs for such Station personnel. Whenever on the Station's premises, all personnel, whether that of Licensee or of Time Broker, will be subject to the supervision and the direction of Licensee. Time Broker shall reimburse Licensee for its Management and Operating costs, as set forth above and in **Appendix 2**.

**8.2.2 Main Studio and Public Inspection File.** Licensee shall continue, at its expense, to maintain its Main Studios within the Station's principal community contour, and also maintain its local Public Inspection File at that site, or other location permitted by FCC Rules. Time Broker shall quarterly provide Licensee with radio issues information for insertion into the KDJR local public inspection file.

**9. FORCE MAJEURE.** Any failure or impairment of facilities or any delay or interruption in broadcasting Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or *force majeure* or due to causes beyond the control of Licensee, shall not constitute a breach of this Agreement.

**10. COMPLIANCE WITH LAW.** Time Broker agrees that, throughout the term of this Agreement, Time Broker will comply with all laws and regulations applicable in the conduct of Licensee's business and Time Broker acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practice.

**11. LICENSEE'S RIGHT TO MONITOR AND INSPECT.** Licensee shall have, under this Agreement, at all reasonable times, and upon twenty-four (24) hours advance request to Time Broker:

**11.1** The right to inspect any remote broadcast studios and related facilities used by Time Broker to prepare, produce, originate and transmit its programming to the Main Studios and broadcast transmitter of Station;

**11.2** The right to monitor and to review, prior to broadcast, all commercial continuity, scripts, informational and other nonentertainment programming originating with, or under the aegis and control of, Time Broker;

**11.3** The right to inspect the rate cards, promotional materials, books of accounts, both receivable and payable, and all other financial records and statements of Time Broker pertaining to Time Broker's use of the broadcast time and facilities of station, and Time Broker's resale of Time on Station;

**11.4** The right to inspect and review all contracts or requests for broadcast time for political advertising, issue-oriented advertising, or other sponsored nonentertainment programming.

**11.5** Except as it may be required, under FCC, or other federal state or local laws and regulations, to disclose such information, Licensee, its employees and agents, shall keep all information provided by Time Broker to it in confidence, and shall not reveal nor disclose such information to no other person, except as may be required by law, or under Licensee's Licensing Agreement with a network, program syndicator, or music licensing organization.

## **12. INDEMNIFICATION.**

**12.1 By Time Broker.** Time Broker will indemnify and hold and save Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights or privacy, infringement of copyrights and proprietary rights, FCC forfeitures, or from any liability (including reasonable legal fees and other expenses incidental thereto) resulting from the programming furnished by Time Broker. Further, Time Broker warrants that the broadcast of the Programs will not violate any rights of others, and Time Broker agrees to hold harmless Licensee, the Station, and their respective officers, directors, agents, stockholders, employees and assigns, from any and all claims, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising, directly or indirectly, from the production or broadcast of the Programs. Licensee reserves the right to refuse to broadcast any Program containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is defined by the FCC. Time Broker's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this contract.

**12.2 By Licensee.** Licensee shall indemnify and hold and save harmless Time Broker from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of Licensee's broadcasts to the extent permitted by law.

**12.3 Notice and Cooperation.** As a condition precedent to the indemnity obligation of any party hereto, the party requesting indemnification ("Indemnitee") shall give the other party ("Indemnitor") notice of any such claim for indemnity within ninety (90) days after Indemnitee has knowledge or notice thereof and the Indemnitee must cooperate and assist the Indemnitor in the defense of such claim and shall not settle, adjust, compromise, interfere with or otherwise admit or pay such claim without the prior written consent of the Indemnitor which shall not be unreasonably withheld.

**12.4 Survival of Obligations.** The obligations of the parties set forth in this Paragraph 12 shall survive the termination of the term of this Agreement and continue to be binding obligations upon the parties hereto for a period of one year.

**13. EVENTS OF DEFAULT.** The following shall, after the expiration of the applicable cure period, constitute Events of Default under this Agreement:

### **13.1 By Time Broker.**

**13.1.1 Non Payment.** Time Broker's failure to timely pay the consideration due to

Licensee provided for by this Agreement, as and when due and payable; or

**13.1.2 Default in Covenants.** Time Broker's default in the material observance or performance of any material covenant, condition, or agreement contained in this Agreement; or

**13.1.3 Violation of Licensee Programming Standards.** If Time Broker's failure to conform its programming substantially in compliance with the regulations and restrictions of Licensee set forth in **Appendix 3** attached hereto, or of the Rules, Regulations and Policies of the FCC; or

**13.1.4 Breach of Warranties and Representations.** If any material representation or warranty made by Time Broker in this Agreement, or in any certificate or document furnished to Licensee pursuant to its provisions, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

**13.1.5 Insolvency, Bankruptcy, Liquidation.** If Time Broker shall become insolvent or unable to pay for its debts as they mature, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an Answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition, pursuant to any act of Congress relating the bankruptcy or any act purporting to be amendatory thereof, or shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, or shall apply for or consent to or suffer the appointment of any receiver or trustee for it or a substantial part of its property or assets;

Then, subject to the cure rights of Time Broker set forth below, Licensee shall have the right to terminate the term of this Agreement upon notice thereof to Time Broker and in such event, (i) Licensee shall be under no further obligation to make available to Time Broker any further broadcast time or facilities, and (ii) all amounts due and payable to Licensee (which have not been paid) shall be paid.

**13.2 By Licensee:**

**13.2.1 Willful Failure to Broadcast Programming.** Licensee's willful failure to broadcast the Programming supplied by Time Broker where such failure is not a result of the exercise of Licensee's reasonable, good faith discretion that the public interest would be better served by the broadcast of Licensee substituted programming as set forth above after written notice by Time Broker within ten (10) days of such failure.

**13.2.2 Breach of Warranties and Representations.** If any material representation or warranty made by Licensee in this Agreement, or in any certificate or document furnished by Licensee to Time Broker pursuant to its provisions, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

**13.2.3 Insolvency, Bankruptcy, Liquidation.** If Licensee shall become insolvent or unable to pay for its debts as they mature, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an Answer admitting the jurisdiction of the Court and the

material allegations of an involuntary petition, pursuant to any act of Congress relating the bankruptcy or any act purporting to be amendatory thereof, or shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, or shall apply for or consent to or suffer the appointment of any receiver or trustee for it or a substantial part of its property or assets;

**14. CURE PERIODS FOR DEFAULT.**

**14.1 By Time Broker.** Time Broker shall have Ten business (10) days from its receipt of Notice of Default from Licensee to cure said default.

**14.2 By Licensee.** Licensee shall have Ten business (10) days after Time Broker's written Notice of such Default to cure the Default.

**15. AUTHORITY AND CAPACITY.** Both Licensee and Time Broker represent that they are legally qualified, empowered, and able to enter into this Agreement, and have full authorization from their governing boards.

**16. ASSIGNMENT.** The rights granted to Time Broker by this Agreement may not be assigned by Time Broker to another party without the prior written consent of Licensee, such consent not to be unreasonably withheld. *Provided, however,* that Time Broker may assign its rights and obligations under this Agreement to an entity, controlled by, controlled, or under common control with, Time Broker.

**17. NO WAIVER;** . No failure or delay on the part of Licensee or Time Broker in exercising any right or power under this Agreement will operate as a waiver of that right or power; nor shall any single or partial exercise of any such right of power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right of power.

**18. MEDIATION.** In the event a dispute arises concerning this Agreement that cannot be resolved informally by the parties, either the Time Broker or the Licensee may require that the issue be submitted to an non-interested third for mediation. The parties shall select an mediator who is knowledgeable in the radio broadcasting industry, if possible, and who is mutually acceptable to the Buyer and the Seller. The Time Broker and the Licensee shall each pay one-half of the costs associated with mediation, and shall each pay their own attorney's fees. Failure to respond to any request for mediation within ten (10) days shall constitute a waiver of mediation.

**19. APPENDICES.** All appendices and attachments referred to in this Agreement are deemed part of this Agreement and equally binding on the parties.

**20. HEADINGS.** The headings of the provisions for this Agreement are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

**21. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Licensee, Time Broker, and their respective successors and assigns.

**22. COUNTERPART SIGNATURES.** This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original but all of which, together will constitute one and the same instrument and binding on the parties, notwithstanding

that the parties are not signatory to the original or the same counterpart. This Agreement will be effective as of the date on which the executed counterparts are exchanged by the parties.

**23. NOTICES.** Any notice required under this Agreement shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, by overnight delivery service or mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

*If to Licensee:*

Harold S. Vogt, Member  
Serendipity Ventures II, LLC  
11563 Argonne Road  
Festus, MO 63028

*If to Time Broker:*

Jimmy Swaggart, President  
Family Worship Center Church, Inc.  
8919 World Ministry Avenue  
P.O. Box 262550  
Baton Rouge, LA 70810

Notice, as provided by this Paragraph, shall be given to any other person or party, as any present party may in the future designate in writing, upon due notice to the other. The postal receipt for deposit with the U.S. Mail or overnight delivery service specified shall establish the date of such notification or communication; *provided, however,* that Notice may also be provided by Electronic Facsimile or Telecopier where receipt of the same is verified by immediate telephone voice confirmation. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in Missouri, the last day for such notification, communication or action shall be extended to the first (1st) date thereafter which is not a Saturday, Sunday or legal holiday.

**24. ENTIRE AGREEMENT.** This Agreement embodies the entire understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter of this Agreement. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

**25. CONSTRUCTION.** This Agreement shall be construed in accordance with the laws of the State of Missouri and the obligations of Licensee under this Agreement are subject to the terms of the licenses held by Licensee and to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other Commissions, governmental bodies or authorities presently existing or later constituted. Jurisdiction and venue shall be in Jefferson County, Missouri.

**26. SEVERABILITY.** If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision, and this Agreement

shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

**27. FCC CERTIFICATIONS.**

**27.1 By Licensee.** Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming. Licensee represents and warrants that this certification may be relied upon by the FCC as well as by Time Broker.

**27.2 By Time Broker.** Time Broker hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with Subparagraphs (a)(1) and (e)(1) of 47 CFR '73.3555 and 47 CFR '73.3556, concerning time brokerage agreements and duplicated programming. Time Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

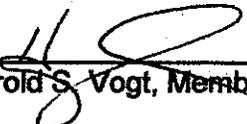
**28. ATTORNEYS' FEES.** If any suit be instituted to compel compliance with the provisions of this Agreement and/or to recover damages for the breach thereof, the prevailing party shall be entitled, in addition to any other remedies, to reimbursement of all reasonable litigation expenses, including reasonable attorneys' fees.

**29. OPTION TO PURCHASE.** As part of this Agreement, the parties state that they may enter into an Option to Purchase Agreement ("Option"). The Option shall be incorporated into this Agreement.

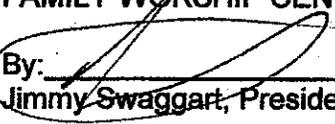
**Both parties certify that they have read and understand the terms of this agreement and agree to abide by all the provisions contained herein.**

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals as of the Year and Date first above written.

LICENSEE:  
SERENDIPITY VENTURES II, LLC

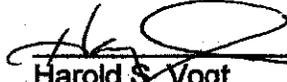
By:   
Harold S. Vogt, Member

TIME BROKER:  
FAMILY WORSHIP CENTER CHURCH, Inc.

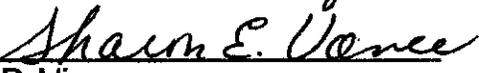
By:   
Jimmy Swaggart, President

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JEFFERSON )

Comes now HAROLD S. VOGT, being duly sworn and upon his oath, and states that the facts contained in the foregoing document are true and correct to the best of his knowledge, information and belief.

  
Harold S. Vogt

Subscribed and sworn before me this 9<sup>th</sup> day of February, 2004.

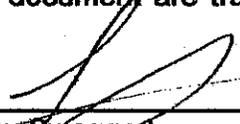
  
Sharon E. Vance

My Commission Expires:                       
SHARON E. VANCE  
Notary Public, State of Missouri  
Jefferson County  
My Commission Expires: 1-26-06

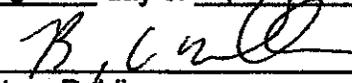
STATE OF LOUISIANA )  
 ) ss.

PARISH OF EAST BATON ROUGE )

Comes now JIMMY SWAGGART, being duly sworn and upon his oath, and states that the facts contained in the foregoing document are true and correct to the best of his knowledge, information and belief.

  
Jimmy Swaggart

Subscribed and sworn before me this 10<sup>th</sup> day of February, 2004.

  
Notary Public

My Commission Expires: Dec 1

**Appendix 1**  
**DESCRIPTION OF PROGRAMS**

1. Time Broker will provide Programming defined as follows:

Christian Programming

2. In addition, Time Broker will provide programming dealing with local, regional and national news, promotions (which include on-air giveaways) and contests.
3. Time Broker will have the right to change the Programs by giving Licensee at least 24 hours' notice before such change and to change its format by also providing such Notice so long as the format is consistent with the practices and policies established by Licensee.

**Appendix 2**  
**BROADCAST TIMES AND CHARGES**

**1. Broadcast Time Made Available:** Daily, during the Station's Hours of Operation, except during required maintenance, except as follows:

(a) 1 Hour per week, on any one weekday, between the hours of 6:00 a.m. and 7:00 a.m.

(b) Emergency broadcasts or other preempted programming deemed by Licensee in its good faith Licensee Discretion, to be in the public interest;

**2. Fees, and Assumed and Reimbursed Costs:**

(a) **Program Costs:** Time Broker will be responsible for all programming and production costs including program suppliers fees, music licensing fees, salaries, payroll and unemployment taxes, merchandise, supplies, draws and commissions.

(b) **Station Operating Costs or Reimbursements** as provided in the Agreement (this amount includes, but is not limited to, electrical and telephone costs of the Licensee).

(c) **Fees:** The broker fees are as follows: \$1.00 per month thereafter. If the Option to Purchase Agreement is not exercised by May 30, 2004, the broker fee shall be per month beginning on June 1, 2004. Payment is to be made on or before 1st day of each month. All payments shall be applied to the Option to Purchase Agreement purchase price noted in Paragraph 28 of the Agreement.

**APPENDIX 3**  
**PROGRAMMING RULES AND POLICIES**

Broker agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following rules and policies in the preparation, writing and broadcasting of its programs.

**1. CONTROVERSIAL ISSUES.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group or persons shall be made during the discussion of controversial issues or public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

**2. NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited:

(a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air;

(b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air;

(c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Station's General Manager, and

(d) promoting any business venture which is unconnected with the Station on the air without first informing the General Manager.

Time Broker shall cause each announcer or operator under Time Broker's immediate supervision to execute the Anti-Payola / Plugola Affidavit in form set forth in **Appendix 4** not less than every twelve (12) months during the Term of this Agreement.

**3. ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, Time Broker will clear with the Station's general manager the rate Time Broker will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

**4. PROGRAMMING PROHIBITIONS.** Time Broker shall not broadcast any of the following programs or announcements:

(a) *False Claims.* False or unwarranted claims for any product or service.

(b) *Unfair Imitation.* Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

(c) *Indecency*. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

#### **5. LOTTERIES, NUMBERS AND GAMBLING.**

(a) Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

(b) *No "Dream Books"*. References to "dream books", the "straight line", or other direct or indirect descriptions or solicitations relative to the illegal numbers lottery, "numbers game", or the "policy game", or any other form of gambling are prohibited.

(c) *No Numbers Games*. References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

**6. REQUIRED ANNOUNCEMENTS.** Time Broker shall broadcast an announcement in a form satisfactory to Licensee the following Announcements:

(a) *Station I.D.* At the beginning of each hour to identify Station.

(b) *Time Broker Sponsored Programming*. An announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by Time Broker.

(c) Any other announcements that may be required by law, regulation, or Station policy.

**7. RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the Time Broker is subject to the following restrictions:

(a) *Respectful of Faiths*. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

(b) *No Denominational Attacks*. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

(c) *Donation Solicitation*. Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

(d) *No Ministerial Solicitations*. No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

(e) *No Miracle Solicitation*. Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

#### **8. MISCELLANEOUS.**

(a) *Waiver*. Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

(b) *Prior Consent.* In any case where questions of policy or interpretation arise, Time Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

## Reference Copy

### **Radio Station KDJR- 100.1 FM DeSoto, Missouri**

*The Broadcasting Service of Serendipity Ventures II, LLC  
11563 Argonne Rd Festus, Missouri 63028*

Voice and Fax 636-586-8697

svicomm@nightowl.net

October 21, 2003

#### Programming Policies

Effective this date the following policies are in effect:

**Station ID.** The identification of the station shall be broadcast at the beginning of each hour, or, at a natural break in program materials. The station ID shall consist of the station call letters followed immediately by the city of license. The frequency may be inserted between these two items, but NO other material will be between the call sign and city of license. *ie. "KDJR, DeSoto" or "KDJR-FM, 100.1, DeSoto" is acceptable.*

**Equal Opportunity Employment.** It is the policy of Serendipity Ventures II, LLC / KDJR that this station will provide Equal Employment Opportunity to any and all qualified individuals, regardless of their race, color, national origin, religion or sex in all personnel actions including recruitment, evaluation, promotion, compensation, training and termination.

**Plugola / Payola.** The following business activities or "plugs" relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Station's General Manager, and (d) promoting any business venture which is unconnected with the Station on the air without first informing the General Manager.

**Controversial Issues.** Discussions on the air of controversial issues will be presented in a reasonably balanced manner, in which all sides of an issue shall have the same opportunity to make comments or remarks. The Fairness Doctrine in Section 73.1910 shall be the guide.

**Personal Attacks.** There will be NO personal attacks made on the air, or in a public venue, by any employee or staff member of this station.

**Elections.** The provisions of Section 73.1930, 73.1940 and 73.1941 shall apply in all operations.

Employees shall make themselves familiar with those Sections.

**Sponsorship Identification.** Any broadcast materials for which the station has received compensation for, shall have a statement made indicating who was the sponsor or person/entity who paid for that material.

**Hoaxes.** There will be no material broadcast by this station that:

- a. Is know to be false or misleading;
- b. Could foreseeably cause substantial public harm;

Any material that is of a fictional nature shall clearly state the fact that it is fictional.

**Indecency.** No materials will be broadcast of an slanderous, indecent, profane, vulgar, repulsive, offensive or obscene nature. The opinion of the Management will be the final deciding factor. Failure to abide by this policy shall be grounds for immediate termination.

**Lotteries or Gambling.** Announcements about lotteries or gambling in violation of State or Federal law are prohibited.

**Religious materials or broadcasts.** Any broadcast on this station will:

- a. Always be respectful of differing religions and faiths.
- b. Not make any denominational attacks.
- c. Not make any solicitation for a "certain" amount of money, ie \$5.
- d. No solicitations promising any monetary, monetary gain, miracles or cures for illnesses.

***In all broadcasts and actions it will be the policy of this station that the Public Interest is the main focus of our service.***

Questions or concerns about these policies should be brought to the attention of the General Manager or Owners as soon as possible to prevent any further or continuing conflict. When in doubt, ASK.

Harold S. "Steve" Vogt  
General Manager and Owner  
KDJR / Serendipity Ventures II, LLC

**Appendix 4**  
**ANTI-PAYOLA / PLUGOLA AFFIDAVIT**

I, \_\_\_\_\_, an employee of Family Worship Center Church, Inc. a/k/a SonLife Radio, do hereby state and affirm the following:

(a) That I have read the notices provided by Radio Station KDJR (FM) (the "Station"), and have received copies of '73.1212 of the Federal Communications Commission's Rules and Regulations;

(b) That I have been fully informed and advised that it is a policy of the Station to fully comply with the above Rules of the Federal Communications Commission and the laws of the United States;

(c) That neither I nor any member of my immediate family have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director or, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

- 1) The publishing of music;
- 2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
- 3) The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field;
- 4) The ownership or operation of one or more radio or television stations;
- 5) The wholesale or retail sale of records intended for public purchase;
- 6) Advertising on Station, or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).

(d) That I have not and will not:

1) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of playing any record or records on the air;

2) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of refraining from playing any record or records on the air;

3) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of promoting any business, charity or venture on the air without first informing the Station's General Manager;

4) promote any personal business venture which is unconnected with the station without first informing the Station's General Manager.

(e) That I have been advised and understand that failure to comply with the above rules and requirements will be grounds for my immediate dismissal without prior notice.

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Date signed: \_\_\_\_\_

## *Reference Copy*

[Code of Federal Regulations] [Title 47, Volume 4] [Revised as of October 1, 2002] From the U.S. Government Printing Office via GPO Access  
[CITE: 47CFR73.1212] [Page 292-293]

TITLE 47--TELECOMMUNICATION COMMISSION (CONTINUED) PART 73--RADIO BROADCAST SERVICES--Table of Contents Subpart H--Rules Applicable to All Broadcast Stations Sec. 73.1212 Sponsorship identification; list retention; related requirements. (a) When a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such station, the station, at the time of the broadcast, shall announce: (1) That such matter is sponsored, paid for, or furnished, either in whole or in part, and (2) By whom or on whose behalf such consideration was supplied: Provided, however, That "service or other valuable consideration" shall not include any service or property furnished either without or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification of any person, product, service, trademark, or brand name beyond an identification reasonably related to the use of such service or property on the broadcast. (i) For the purposes of this section, the term "sponsored" shall be deemed to have the same meaning as "paid for." (ii) In the case of any television political advertisement concerning candidates for public office, the sponsor shall be identified with letters equal to or greater than four percent of the vertical picture height that air for not less than four seconds. (b) The licensee of each broadcast station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any matter for broadcast, information to enable such licensee to make the announcement required by this section. (c) In any case where a report has been made to a broadcast station as required by section 507 of the Communications Act of 1934, as amended, of circumstances which would have required an announcement under this section had the consideration been received by such broadcast station, an appropriate announcement shall be made by such station. (d) In the case of any political broadcast matter or any broadcast matter involving the discussion of a controversial issue of public importance for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, to a station as an inducement for broadcasting such matter, an announcement shall be made both at the beginning and conclusion of such broadcast on which such material or service is used that such film, record, transcription, talent, script, or other material or service has been furnished to such station in connection with the transmission of such broadcast matter: Provided, however, That in the case of any broadcast of 5 minutes' duration or less, only one such announcement need be made either at the beginning or conclusion of the broadcast. [[Page 293]] (e) The announcement required by this section shall, in addition to stating the fact that the broadcast matter was sponsored, paid for or furnished, fully and fairly disclose the true identity of the person or persons, or corporation, committee, association or other unincorporated group, or other entity by whom or on whose behalf such payment is made or promised, or from whom or on whose behalf such services or other valuable consideration is received, or by whom the material or services referred to in paragraph (d) of this section are furnished. Where an agent or other person or entity contracts or otherwise makes arrangements with a station on behalf of another, and such fact is known or by the exercise of reasonable diligence, as specified in paragraph (b) of this section, could be known to the station, the announcement shall disclose the identity of the person or persons or entity on whose behalf such agent is acting instead of the name of such agent.

Where the material broadcast is political matter or matter involving the discussion of a controversial issue of public importance and a corporation, committee, association or other unincorporated group, or other entity is paying for or furnishing the broadcast matter, the station shall, in addition to making the announcement required by this section, require that a list of the chief executive officers or members of the executive committee or of the board of directors of the corporation, committee, association or other unincorporated group, or other entity shall be made available for public inspection at the location specified by the licensee under Sec. 73.3526 of this chapter. If the broadcast is originated by a network, the list may, instead, be retained at the headquarters office of the network or at the location where the originating station maintains its public inspection file under Sec. 73.3526 of this chapter. Such lists shall be kept and made available for a period of two years. (f) In the case of broadcast matter advertising commercial products or services, an announcement stating the sponsor's corporate or trade name, or the name of the sponsor's product, when it is clear that the mention of the name of the product constitutes a sponsorship identification, shall be deemed sufficient for the purpose of this section and only one such announcement need be made at any time during the course of the broadcast. (g) The announcement otherwise required by section 317 of the Communications Act of 1934, as amended, is waived with respect to the broadcast of "want ad" or classified advertisements sponsored by an individual. The waiver granted in this paragraph shall not extend to a classified advertisement or want ad sponsorship by any form of business enterprise, corporate or otherwise. Whenever sponsorship announcements are omitted pursuant to this paragraph, the licensee shall observe the following conditions: (1) Maintain a list showing the name, address, and (where available) the telephone number of each advertiser; (2) Make this list available to members of the public who have a legitimate interest in obtaining the information contained in the list. Such list must be retained for a period of two years after broadcast. (h) Any announcement required by section 317(b) of the Communications Act of 1934, as amended, is waived with respect to feature motion picture film produced initially and primarily for theatre exhibition. Note: The waiver heretofore granted by the Commission in its Report and Order adopted November 16, 1960 (FCC 60-1369; 40 F.C.C. 95), continues to apply to programs filmed or recorded on or before June 20, 1963, when Sec. 73.654, the predecessor television rule, went into effect. (i) Commission interpretations in connection with the provisions of the sponsorship identification rules are contained in the Commission's Public Notice, entitled "Applicability of Sponsorship Identification Rules," dated May 6, 1963 (40 F.C.C. 141), as modified by Public Notice, dated April 21, 1975 (FCC 75-418). Further interpretations are printed in full in various volumes of the Federal Communications Commission Reports. [40 FR 18400, Apr. 28, 1975, as amended at 46 FR 13907, Feb. 24, 1981; 49 FR 4211, Feb. 3, 1984; 49 FR 33663, Aug. 24, 1984; 50 FR 32417, Aug. 12, 1985; 57 FR 8279, Mar. 9, 1992] [[Page 294]]

## OPTION TO PURCHASE AGREEMENT

This is an **OPTION AGREEMENT** ("Agreement") entered into this 28th day of January, 2004 by and between **Serendipity Ventures II, LLC**, its successors and assigns ("Serendipity" or "Optionor"), and **Family Worship Center Church, Inc.** ("Family" or "Optionee").

**WITNESSETH:**

**WHEREAS**, Serendipity is the Licensee of Radio Station KDJR (FM), DeSoto, Missouri ("Station"), licensed by the Federal Communications Commission ("FCC" or "Commission"); and

**WHEREAS**, Serendipity and Family have entered into a Time Brokerage Agreement ("TBA") whereby Optionee shall, *inter alia*, provide substantially all of the programming for Station;

**WHEREAS**, Optionee desires to acquire an Option to acquire certain of the assets of Optionor used or intended for use in the Station's operation, including all permits, authorizations and licenses issued by the FCC, in accordance with the terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Option Agreement, the parties, intending to be legally bound, agree as follows:

### **1. OPTIONEE'S OPTION RIGHTS.**

**1.1. Grant of Option.** Optionor hereby Grants to Optionee an Option to acquire all of the assets ("KDJR Assets") of Optionor used or intended for use in the Station's operation, including, but not limited to: all FCC construction permits, licenses and other authorizations of the Station, certain broadcast equipment, furniture, fixtures, and other tangible and intangible property (including real property and those leases of real and personal property used or usable in the operation of the Station) and all replacements of such assets up to and including the date of Closing, as defined herein, and all rights, contracts, leases, rights-of-way held by Optionor, pertaining to the operation of Station, free and clear of all liens, mortgages, judgments or other encumbrances of any kind, in accordance with the terms and conditions set forth below.

**1.2. Overall Purchase Price.** The Overall Purchase Price to be paid by Optionee for the KDJR Assets shall be the sum of

\_\_\_\_\_ , subject to the Adjustments and Credits set forth below, and the net of any prorations made at the Closing.

**1.3. Adjustments and Credits.** Optionee shall be entitled to a credit of one hundred percent (100%) toward the Overall Option Price, as defined below as against the Overall Purchase Price. These credits shall include all TBA payments made, and all payments set forth in Section 3 below except for utilities and maintenance.

**1.4. Effective Date.** The parties agree that the Option can not be exercised until

May 1, 2004. After that date, the Option granted hereunder shall be exercisable by Optionee by written Notice to Optionor at any time during the Agreement.

**2. TERM.** The rights granted under Sections 1 of this Agreement shall coincide with the Time Brokerage Agreement unless otherwise extended by the parties.

**3. OPTION PRICE.** The consideration for this Option shall be under the schedule which encompasses the Initial Consideration, Interim Consideration and Final Consideration.

**3.1. Initial Physical Asset Purchase - Initial Consideration.** The payment of \_\_\_\_\_ shall be paid to Serendipity on May 1, 2004.

At that time all Physical Assets (set forth in Exhibit A) and the Real Estate (set forth in Exhibit B) shall be purchased by Family. All said Physical Assets and Real Estate will be purchased free and clear of encumbrances as noted above in paragraph 1.1

**3.2. Interim Consideration.** On June 1, 2004, the payment of \_\_\_\_\_ ) in sixty (60) equal monthly installments will be made to Serendipity on the first day of each month.

**3.3. Final Consideration** On the tenth (10) day, following the sixtieth (60th) month after the Effective Date of this Agreement, Family shall pay to Serendipity the payment of \_\_\_\_\_

**3.4. Full Payment Provision** At any time after the effective date of this Agreement, Family may prepay the entire Overall Purchase Price.

**3.5. Option Payments.** The Option payments must be paid within ten (10) days of the due dates. Failure to pay by those dates shall result in the termination of the Agreement and forfeiture of all payments made.

#### **4. FCC ASSIGNMENT OF LICENSE APPLICATION AND FCC CONSENT; CONTINUATION OF TBA.**

**4.1. Assignment Application** Upon delivery of Notice of the exercise of the rights set forth in Section 1 above, the parties agree to execute a Asset Purchase Agreement, and to cooperate fully and promptly to complete and file all forms and other documents necessary to obtain FCC approval of the purchase of the assets, and assignment of the licenses, of the Station. The parties further agree that this Application can be filed at anytime after the Effective Date if Family is prepared to payoff the amount due or in the event that the Family chooses to pay under the installment system noted above, then an assignment application will be filed ninety (90) days before the Final Installment Consideration amount is due.

**4.2.** In the event that the FCC fails to approve the sale of the station to Optionee within one (1) year of the filing of the Application for such approval, either party to the Asset Purchase Agreement may terminate such agreement upon written notice to the other party; provided, however, that the party giving such notice must not be in default under any provision of such Asset Purchase Agreement. All payments made by Optionee to Optionor shall be considered to be Time Brokerage Payments and are not

refundable.

4.3. The TBA shall continue in effect on the same terms and conditions as heretofore, so long as there is a valid Asset Purchase Agreement, and such agreement has not been terminated pursuant to the terms thereof and/or the terms of this Option Agreement.

#### **5. CLOSING.**

5.1. Upon the exercise of the option set forth above, and after FCC consent has been obtained, a closing shall be held at a mutually agreeable location within Missouri within ten (10) business days of the approval by the FCC of such purchase.

5.2. At the Closing Optionee shall deliver to Optionor the Purchase Price, plus any applicable interest, less the adjustments, credits and proration provided for hereunder, by wire transfer or certified check, and Optionee and Optionor agree to execute such bills of sale, assumption agreements, and other instruments and documents as may be necessary to convey all of Optionor's right, title and interest in the KDJR Assets which are to be transferred to Optionee, free and clear of all liens, mortgages, debts, liabilities or other encumbrances, and for Optionee to assume those leases, contracts and agreements of Optionor which Optionee has agreed to assume.

#### **6. COVENANTS OF OPTIONOR.** Optionor hereby covenants and agrees that:

6.1. **Sale or Hypothecation of Station Assets.** Without the express written consent of Optionee, and except in the ordinary course of business, so long as this Agreement (or any extension, renewal or modification of it) is outstanding, neither the KDJR Assets nor the stock of Optionor will be sold, hypothecated, pledged, or otherwise encumbered (except for existing liens), nor the FCC licenses assigned by Optionor, nor will Optionor hold out the Station, the KDJR Assets, or Optionor's stock for sale to any other person. Optionor will cooperate with Optionee and execute any documents deemed reasonably necessary by Optionee to put third parties on notice of the existence of this Agreement and the restrictions contained herein.

6.2. **Timely Payments to Creditors.** Optionor will make all payments to creditors on a timely basis and will take no action nor refrain from taking any action that would constitute a default on any obligation, loan, or mortgage secured by the KDJR Assets.

6.3. **Preservation of Assets.** Will take all steps commercially reasonable and necessary to protect and preserve the KDJR Assets from damage, loss, or material reduction in value.

#### **7. NOTICES.**

7.1. Any notices to be given under this Agreement by either party to the other may be effected by certified mail, postage prepaid with return receipt requested, or by USPS Express air service, overnight air courier service or same day delivery service. Notices shall be addressed to the parties at the addresses given below, but each party may change its address by written Notice in accordance with this paragraph. The

telephone and telefax numbers of each party are also specified below:

***If to Optionor:***

Harold S. Vogt, Member  
Serendipity Ventures II, LLC  
11563 Argonne Road  
Festus, MO 63028

***If to Optionee:***

Jimmy Swaggart, President  
Family Worship Center Church, Inc.  
8919 World Ministry Avenue  
P.O. Box 262550  
Baton Rouge, LA 70810

7.2. Notice shall be deemed to have been given three business days after mailing if sent by registered or certified mail, or on the next business day if sent by USPS express mail, overnight air courier, or same day delivery service. Notification to counsel, or by telephone facsimile shall not constitute Notice for purposes of this Paragraph.

**8. NO WAIVER.** The failure of any party at any time to require performance of any provision of this Agreement shall not affect its right at a later time to enforce the provision. No waiver by any party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be in other instances a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**9. REMEDIES.** It is agreed and understood that the facilities of Station and the obligations of Optionee hereunder are unique, and that Optionee and Optionor may not be adequately compensated by money damages in the event of a material default by Optionor or Optionee of this Agreement. Accordingly, the parties agree that in the event of a material default by either party, the other party may seek specific performance of the breaching party's obligations under this Agreement, subject to the rules, regulations, and policies of the FCC.

**10. CONTROL OF STATION.** During the term of this Agreement, Optionee shall not control the operation of the Station, but such operation shall be the responsibility of Optionor. Optionor shall have the right twice during each broadcast day to make an announcement that the opinions expressed by the Optionee are not necessarily those of the Optionor.

**11. FINDERS, CONSULTANTS AND BROKERS.** Each party represents and warrants to the other that there are no finders, consultants or brokers involved in this transaction and that neither party has agreed to pay any other brokers Commission or finders fee in connection with this transaction.

**12. AMENDMENTS.** The provisions of this Agreement may be amended, terminated or

waived only by an instrument in writing executed by all of the parties or by the party granting a waiver.

**13. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect its meaning or interpretation.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**15. COMPLIANCE WITH THE COMMUNICATIONS ACT AND FCC RULES.** The parties agree that the provisions of this Agreement are subject to all applicable requirements under the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC promulgated thereunder ("FCC Rules"). All actions undertaken pursuant to this Agreement shall be in full compliance with the requirements of the Communications Act and the FCC Rules, and no party shall take any action which would be in violation thereof. Each party agrees to execute, and to cooperate in the filing and prosecution of, all applications and other documents which, in the opinion of counsel, are necessary to obtain FCC or other governmental approval of any transactions contemplated by this Agreement.

**16. FURTHER ASSURANCES.** The parties to this Agreement hereby each pledge to the other that they shall take whatever steps are reasonably necessary, in good faith, and shall use their best efforts to carry out their obligations under this Agreement so that the transactions contemplated herein shall be consummated in a complete and expeditious manner.

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

**18. ASSIGNMENT.** The rights granted to Optionee by this Agreement may not be assigned by Optionee to another party without the prior written consent of Optionor, such consent not to be unreasonably withheld. *Provided, however,* that Optionee may assign its rights and obligations under this Agreement to an entity, controlled by, controlled, or under common control with, Optionee.

**19. CONSTRUCTION.** This Agreement shall be construed in accordance with the laws of the State of Missouri with jurisdiction and venue in Jefferson County.

**20. SEPARATE COUNSEL.** The parties Agent have each retained independent counsel in connection with the negotiation and preparation of this Agreement, and have consulted with and sought advice from their respective counsel, prior to execution, concerning their respective rights and duties under this Agreement.

**21. TERMINATION.** In the event of the termination of the TBA as a result of default on the part of the Optionee, this Option Agreement shall likewise terminate and be of no further force or effect. The Assets previously transferred to Optionee shall be retransferred to Optionor within ten (10) days with no additional consideration paid to Optionee. In the event of termination of the TBA as a result of a default on the part of

the Optionor, this Option Agreement shall continue in full force and effect.

**22. TIME OF ESSENCE.** Time is of the essence. All times, dates and events contained in this agreement shall be performed when stated.

**Both parties certify that they have read and understand the terms of this agreement and agree to abide by all the provisions contained herein.**

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date and year first above written.

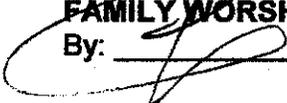
**"OPTIONOR"**

**SERENDIPITY VENTURES II, LLC**

By:  Harlow S. Volt

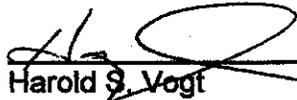
**"OPTIONEE"**

**FAMILY WORSHIP CENTER CHURCH, INC.**

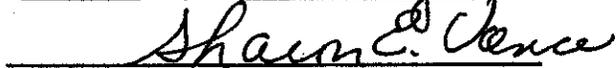
By:  \_\_\_\_\_

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JEFFERSON )

Comes now HAROLD S. VOGT, being duly sworn and upon his oath, and states that the facts contained in the foregoing document are true and correct to the best of his knowledge, information and belief.

  
Harold S. Vogt

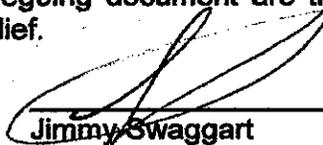
Subscribed and sworn before me this 9<sup>th</sup> day of February, 2004.

  
Sharon E. Vance

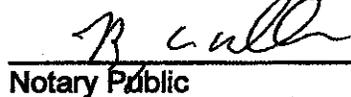
My Commission Expires:                      SHARON E. VANCE  
Notary Public  
Notary Public, State of Missouri  
Jefferson County  
My Commission Expires: 1-26-06

STATE OF LOUISIANA )  
 ) ss.  
PARISH OF EAST BATON ROUGE )

Comes now JIMMY SWAGGART, being duly sworn and upon his oath, and states that the facts contained in the foregoing document are true and correct to the best of his knowledge, information and belief.

  
Jimmy Swaggart

Subscribed and sworn before me this 10<sup>th</sup> day of February, 2004.

  
Notary Public

My Commission Expires: at Next

**EXHIBIT A**  
**Physical Assets**

Fort Worth 40-600G 300 w/ 25' mast' Broadcast tower

CROWN FM2000 2kw Broadcast transmitter

ORBAN OPTIMOD FM Audio Processor

s/n: 967267

BURK VRC2500 Metering and alarm system

SWR FM3/4 1/2 wave antenna

ERI 3 bay antenna

1 5/8" coax to each antenna

7' equipment rack (approx ht)

Miscellaneous spare parts kit for CROWN

20' x 30' framed building with steel siding and roof

contains:

central air conditioner w/5kw heating elements

200 amp electric service - single phase

insulated walls/ceiling

Tower light controller (red lites)

Old 8 x 12' building

GATES/HARRIS FM5H3 5kw FM transmitter - condition unknown

**EXHIBIT B**  
**Real Estate**

"A tract of land being part of the Northwest quarter of the Southwest quarter of Section Eleven (11), Township Thirty-Eight (38), Range Four (4) East, being more particularly described as follows: Beginning at the Northeast corner of a tract conveyed from Atchi to Atchi on March 13, 1989, and recorded at Deed Book 421 at page 1982 of records of the Recorder of Deeds of Jefferson County, Missouri, thence South along the eastern boundary line of said tract and further a distance of 364 feet to a point; thence East a distance of 364 feet to a point; thence North a distance of 364 feet to the centerline of Blackwell County Road; thence in a westerly direction with the center line of Blackwell County Road a distance of 364 feet to the point of beginning."