

20. INDEMNIFICATION:

(a) It is understood and agreed that the Buyer does not assume and shall not be obligated to pay any liabilities of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations which arise subsequent to the Closing Date or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against the following:

(i) Any and all claims liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the operation of translator K224BV prior to the close of business on the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the close of business on the Closing Date under any contract or instrument assumed by Buyer hereunder.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

(b) If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such action.

21. BROKER: No broker or finder was involved in this transaction.

22. ATTACHMENTS: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

23. NO INCONSISTENT ACTIONS: Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

24. ENTIRE AGREEMENT: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

25. **NOTICES:** All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: Rick Fulkerson

If to Buyer: Faron Eckelbarger
Advance Ministries, Inc.
510 N. Acoma Blvd.
Lake Havasu City, AZ 86403

With a copy to:

26. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

27. **COUNTERPARTS:** This Agreement may be executed in counterparts.

28. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

BUYER:
ADVANCE MINISTRIES, INC.

By: Faron Eckelbarger
Faron Eckelbarger

SELLER:
RICK FULKERSON

By: Richard Fulkerson

Date: 4/18/05

Date: 4/18/05

EXHIBIT A

The following material assets listed herewith, and referenced in Paragraph 2. of the Asset Purchase Agreement, are a part of this agreement.

Item/Description:

Translator K224BV FCC license and authorization