

FCC Form 314 Section II  
Exhibit 5

**LICENSE - ASSET ASSIGNMENT AGREEMENT**

THIS AGREEMENT is entered into this 27th day of July, 2018 by and between Campfires For Christ USA, (herein "CFCUSA"), represented by Ira J. Amargo, Executive Director, and Calvary Chapel Bible Fellowship (herein "CCBF"), represented by Clark Van Wick, Senior Pastor.

WITNESSETH:

WHEREAS, CFCUSA is the owner and licensee of Low Power FM Broadcast Station, KPTL-LP, 96.9 FM, Temecula, CA (herein "Station").

WHEREAS, CCBF desires to assign from CFCUSA, and CFCUSA desires to assign to CCBF the license and certain assets of the Station, all subject to the approval by the Federal Communications Commission (herein "Commission").

NOW, THEREFORE, in consideration of the mutual promises and in reliance upon the representations contained herein, it is agreed upon by and between the parties hereto as follows:

**ARTICLE I**

**Agreement to Assign License and Assets**

1. CFCUSA hereby agrees to transfer, assign, and deliver to CCBF, upon approval by the Commission, the following documents and assets:

(a) all licenses and other authorizations for the Station, including the call sign KPTL-LP, issued by the Commission for the operation of the Station;

(b) the tangible assets of CFCUSA, that pertain to the operation of the Station, including all the essential electronic broadcast equipment and related hardware and associated software;

(c) documents, files, operations and transmission logs, all other operations, technical and maintenance manuals of the equipment and other hardware necessary for the operations of the Station, and other records required by the Commission to be maintained with respect to the Station, to show or document compliance with the Commission's rules, regulations and policies; and any other materials to ensure the uninterrupted operations of the Station and continue it's mission.

## ARTICLE II

### Donation of Assigned Assets

2.1 CFCUSA hereby agrees to donate all tangible assets related to and necessary for the uninterrupted and on-going operations of the Station, and as such CFCUSA does not require nor expect any payment in cash or in kind from CCBF for such donation, hence ownership of such assets becomes effective immediately upon approval by the Commission of the Assignment of the Broadcast Station License.

2.2 The assets to be donated, at no cost to CCBF include:  
NAUTEL Transmitter hardware and software,  
ENDEC Sage Emergency Alert System hardware and software/firmware,  
NICOM Transmission Antenna and hardware, cables and antenna pole,  
APC Universal Power Supply and software,  
Miscellaneous audio recordings, that may be stored electronically in various digital formats, including, but not limited to music and messages by various artists and teachers that are licensed, permitted or authorized to be broadcast by the respective organizations or ministries. CFCUSA will also provide CCBF any applicable documentation and receipts to indicate that all assets listed above have been paid in full by CFCUSA, hence, CCBF will not incur any expense to receive such assets, except for any future expenses for routine maintenance and up-keep that are typically needed for proper operations of the equipment.

## ARTICLE III

### Assumption of Liabilities

3.1 CCBF hereby agrees that at upon the approval of the assignment of the broadcast license by the Commission, it will assume full management and operations of the Station, and assume subsequent payments of licensing fees to the appropriate Performance Rights Organization (herein "PRO") should CCBF chose to continue to air songs by artists listed under such PRO's catalogs, in compliance with the Commission's applicable rules and regulations.

3.2 CFCUSA also attests and informs CCBF that CFCUSA has maintained the Station's local non-commercial educational status, and as such provided free air-time, therefore, has not asked any of the participating teachers, ministries or organizations from the local community and a few others from outside the local community, who are featured on the Station, hence none of them were asked to pay CFCUSA to air their recorded educational materials. Conversely, CFCUSA, was not required by such teachers, ministries or organization to pay to air such materials. Hence, should CCBF chose to continue to use such recorded materials, it should expect not to incur any fees or costs to do so.

## ARTICLE IV

### Cooperation in Obtaining Commission's Consent in Assignment of License

4.1 CFCUSA and CCBF understand and agree that the assignment to CCBF of the License is subject to the approval of the Commission. The transaction contemplated by the Agreement will not be consummated unless and until the Commission shall have granted approval of the assignment to CCBF of the License for the Station, with the call sign KPTL-LP, 96.9 FM, in Temecula, California; facility Identification Number 197097.

## ARTICLE V

### Closing

5.1 The Closing shall take place immediately on the date the Commission's application approval has become a Final Order, which is defined as action by the Commission granting its consent and approval to the Assignment Application, which action is not reversed, stayed, enjoined or set raised, and with respect to which timely requests for stay, reconsideration, review, rehearing or a notice of appeal is pending, and as to which the time for filing any such request, petition or notice of appeal for review by the FCC units on its Motion has expired.

5.2 CFCUSA and CCBF attest and agree that on the closing there will be no promise from CCBF or expectations by CFCUSA of any payments of any kind from CCBF for the License or any of the assets aforementioned in Article II (Donation of Assigned Assets) necessary for the uninterrupted and on-going broadcasting operations of the Station.

## ARTICLE VI

### Conditions Precedent to Obligations of CCBF and CFCUSA

6.1 The obligations of CCBF hereunder are each and all conditioned upon the happening of the following events or the existence of the following conditions at or during the respective times below indicated, namely:

(a) The Commission shall have consented to the application for the assignment by CFCUSA to CCBF of the License or at CCBF's election, such consent shall have become a Final Order.

(b) On the Closing Date, (i) CFCUSA shall be the holder of the License, (ii) the License will then be upon assignment thereof to CCBF will be in full force and effect, and (iii) CFCUSA shall not have violated any state, local or federal statute, rule, regulation or policy so as to cause CCBF to be unable to become holder of the License.

(c) Each of the representations and warranties of CFCUSA contained in this Agreement shall be true and correct in all material respects; CFCUSA shall, on or before the Closing Date, have performed in all materials respects all of CFCUSA's obligations hereunder which by the terms hereof are to be performed on and before the Closing Date.

## ARTICLE VII

### Representations and Warranties of CCBF

7.1 CCBF hereby represents and warrants to CFCUSA as follows:

(a) CCBF is legally and financially qualified to become the licensee of the Commission as to the License for the Station KPTL-LP, and will not take any action which would disqualify CCBF from becoming such licensee.

(b) CCBF's ability to perform this Agreement is not impaired by any contract, lease or agreement or by any pending or threatened litigation, court or administrative proceeding or investigation of which CCBF has knowledge. CCBF knows of no facts which would disqualify itself from becoming the owner and licensee of the Station.

(c) Pending the Closing Date, CCBF will maintain the confidentiality of all the information of all the information and materials delivered to CCBF or made available for CCBF's inspection, except where such information or materials are required to be filed with the Commission in connection with the application for the approval of the Commission to assignment of License to CCBF. If for any reason the transaction contemplated herein does not close, CCBF will return to CFCUSA all such materials in CCBF's possession and keep all the information received confidential.

## ARTICLE VIII

### Risk of Loss

8.1 Both parties hereby agree that the risk of any loss or damage to any of the Transferred Assets shall be on CFCUSA prior to the Closing Date. In the event of any loss or damage to any of the Transferred Assets, CFCUSA shall use its best efforts to repair, replace or restore the same as soon as possible, as practicable.

ARTICLE IX

Miscellaneous

9.1 This Agreement may be signed in any number of authorized counterparts of both parties with the same effect as if all signatures to each counterpart were on the same instrument.

9.2 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and, except as herein set forth; there are no representations, warranties or understandings, oral or written, express or implied, by any party hereto any other. No alteration, modification or change of this Agreement shall be valid unless is in writing and signed by the party to be charged.

9.3 This Agreement shall be governed by and construed in accordance with the Laws of California.

SIGNATURES:

  
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IRA J. AMARGO  
Campfires For Christ USA

  
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CLARK VAN WICK  
Calvary Chapel Bible Fellowship