

## **LOCAL MARKETING AND OPTION AGREEMENT**

This LOCAL MARKETING AND OPTION AGREEMENT ("Agreement"), dated as of March \_\_\_, 2008, is made and entered into by and between Partnership Ministries, Inc., d/b/a Passion Communications, a \_\_\_\_\_ corporation ("Programmer"), and Come Together Ministries, Inc., a Michigan corporation ("Licensee").

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of noncommercial educational radio station WPRJ(FM), Coleman, Michigan (FCC Facility ID No. 12527) (the "Station");

WHEREAS, Programmer is engaged in the business of radio broadcasting and desires to avail itself of the Station's available broadcast time for the provision of programming beginning on the Operational Commencement Date (as defined herein); and

WHEREAS, Licensee desires to grant to Programmer the option to purchase certain of the assets of the Station.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Programmer and Licensee agree as follows:

1. **Commencement Date and Facilities.**

Commencing at 12:01 a.m. local time on March 20, 2008 (the "Operational Commencement Date"), Licensee shall broadcast, or cause to be broadcast, over the Station transmission facilities, certain programming (the "Programming") originating either from Programmer's studio or from Licensee's studio as set forth herein. The period from the Operational Commencement Date to the termination of this Agreement is the "Operating Period."

2. **Term.**

This Agreement is effective as of the date hereof ("Effective Date") and, unless sooner terminated, extended or renewed as hereinafter provided, shall end upon the earlier of: (i) May 20, 2009; (ii) upon the sale of the station to Programmer, if the Option is exercised pursuant to Section 21 hereof; (iii) as otherwise terminated pursuant to Section 17 hereof. The period from the Effective Date to the termination of this Agreement is the "Term."

3. **Consideration.**

(a) **Monthly Fee and Reimbursements.** In consideration of the air time made available to Programmer as provided in this Agreement, Programmer shall pay Licensee a monthly fee of Five Thousand Dollars (\$5,000.00) (the "Monthly Fee") payable on the

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fifteenth (15<sup>th</sup>) of each month beginning the next month after the date hereof for a period of fourteen (14) months or until termination of the Agreement as contemplated in Section 2. Such Monthly Fees shall be applicable to the Purchase Price, as hereinafter defined, should the Option (as hereinafter defined) be exercised pursuant to Section 21 hereof. Programmer shall also reimburse Licensee for certain costs and expenses pursuant to the provisions of Section 4 hereto.

(b) Option Fee. In consideration of the right to purchase and to cause Licensee to sell all of the assets of Licensee used in operation of the Station, simultaneously with the execution of this Agreement Programmer shall pay to Licensee a non-refundable sum of Thirty Thousand Dollars (\$30,000.00) (the "Option Fee") in immediately available funds. Licensee shall not be required to hold the Option Fee in escrow, and may use the Option Fee for any purposes Licensee chooses. If Programmer exercises the Option, the Option Fee shall be applied against the Purchase Price. In the event Licensee does not exercise the Option, no portion of the Option Fee shall be returned or refunded.

(c) Waiver. The failure of Licensee to demand or insist upon timely and full payment of any payment due hereunder shall not constitute a waiver of Programmer's obligations under this Section 3.

#### 4. Costs and Expenses.

Licensee shall pay, and Programmer shall reimburse Licensee for the following items in connection with operation of the Station: (i) utilities, insurance and maintenance costs relating to the Station's studio, tower and transmitter site facilities; (ii) all other customary and ordinary operating expenses of Licensee, including postal service expenses relating to the Station and Licensee personnel specified in Section 7(a) of this Agreement, provided, however, Programmer shall not be required to reimburse the salary of Licensee's General Manager, Gary Bugh, during the Term; (iii) personal property, excise or any other taxes of any nature whatsoever pertaining to the Station's facilities; and (iv) costs related to the production and broadcast of material supplied by Licensee pursuant to Section 12 of this Agreement. Programmer shall reimburse Licensee's above-referenced expenses ten (10) business days after Licensee presents reasonable documentation of those expenses not yet reimbursed. In the normal course, Licensee shall present on a monthly basis documentation of expenses to be reimbursed. Licensee, however, may in its discretion present such documentation more frequently or less frequently.

#### 5. Programs.

Subject to Licensee's ultimate control and supervision, during the Operating Period, Programmer shall furnish or cause to be furnished, at its own cost, material in broadcast-ready form for broadcast on the Station pursuant to this Agreement utilizing assets owned by Programmer or Licensee to the extent necessary. The content of the Programming shall accord with the Communications Act of 1934, as amended (as so amended, the "Act"), and shall comply with all rules, regulations and policies of the FCC, including, without limitation, the FCC's rules,

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regulations and policies pertaining to noncommercial educational radio stations. Programmer agrees that, if in the reasonable judgment of Licensee, Programmer does not comply with the standards set forth in this Section 5, Licensee may suspend or cancel any Programming not in compliance, but only after giving notice to Programmer of its intent to suspend or cancel and affording Programmer a reasonable period of time to bring the Programming into compliance with said standards, provided, however, that Licensee may immediately block the broadcast of any Programming the broadcast of which is reasonably likely to lead to: loss of the Station's license; a fine or forfeiture from the FCC; or a lawsuit against the Station or Licensee. All rights, including, without limitation, all ownership rights and rights of use, relating to the Programming shall belong exclusively to Programmer, and Licensee shall have no rights of any kind in or to such programs and hereby disclaims all rights thereto. Programmer shall be solely responsible for all costs associated with the production, delivery and implementation of the Programming.

6. License to Use Studio Facilities.

Programmer is hereby granted a license to utilize the Station's studio and transmitter facilities located in Coleman, Michigan (the "Premises") during the Operating Period, subject to Licensee's continuing control over the Premises as provided elsewhere hereunder. Programmer shall not make any material physical improvements or changes to the Premises without the prior consent of the Licensee, which consent shall not be unreasonably denied or delayed; provided, however, that Programmer shall, subject to Licensee's approval, provide, install and maintain, at its own cost, any additional equipment necessary for the receipt of Programmer's Programming by the Station, including, but not limited to, satellite receivers, network terminal, control and monitoring and server equipment. Title to any equipment installed on the Premises by Programmer shall remain with Programmer.

7. Employment.

(a) It is hereby agreed that, at a minimum, Licensee will employ during the Operating Period one employee in compliance with the FCC's rules and regulations. Licensee's employee(s) shall have managerial control over and direct the Licensee's day-to-day operations at the Station. Licensee's employee(s) shall report to and be accountable to Licensee. Programmer shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee. Licensee shall be responsible for the salaries, taxes, insurance, severance, bonuses and other benefits or obligations due or payable to all employees of Licensee, subject to Programmer's reimbursement obligations set forth in Section 4.

(b) Programmer shall employ and shall be solely responsible for, and shall indemnify Licensee, its employees, contractors, agents or affiliates from and against all claims, costs, losses, liability, damages, and other expenses (including reasonable professional fees and disbursements) relating to salaries, taxes, insurance, severance, bonuses, and other benefits or obligations due or payable to: (i) all personnel used in the production, delivery or implementation of the Programming hereunder or necessary to fulfill

Programmer's obligations hereunder; and (ii) all employees of Programmer. Subject to the Licensee's ultimate control over the Station Programmer's employees shall be solely accountable to Programmer.

8. Correspondence; Public File; Political Programming.

(a) To the extent that Licensee receives any correspondence in connection with the Programming, Licensee's employees shall promptly notify Programmer in writing and deliver a copy of any written communications from the public or the FCC. To the extent that Programmer receives or handles mail or telephone calls in connection with any material broadcast over the Station during the Term, Programmer promptly shall advise Licensee, in writing, of any public or FCC complaint or inquiry concerning the Programming or the Licensee Programming.

(b) Programmer also shall deliver to Licensee copies of all operating and programming information relating to Programmer necessary to maintain the public file and other records required to be kept pursuant to FCC regulations, rules and policies. Programmer also shall, upon request, provide information to enable Licensee to prepare applications, records, reports, and logs required by the FCC or other local, state, or federal government agencies.

(c) During the Term, Programmer, as to the Programming, also shall maintain and deliver to the Station and Licensee such records and information required by the FCC to be placed in the public inspection file of the Station relating to the broadcast of political programming. Programmer also shall consult with Licensee concerning the Programming to ensure that the Station is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities"). Programmer shall provide to the Station such documentation relating to the Programming as Licensee reasonably shall request. In particular, and without limitation, Programmer shall provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests.

9. Maintenance of Equipment.

The transmitter equipment and antenna(s) used for the Station's broadcasts owned by Licensee (the "Transmission Equipment") shall be maintained by Licensee, with the cooperation of Programmer and reimbursement for expenses in accordance with Section 4, in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC. Licensee shall maintain power and modulation of the Station's broadcasts in a manner consistent with Licensee's past practices. Programmer shall promptly reimburse Licensee for all expenditures

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that may reasonably be necessary in order to maintain the equipment in good working order and repair and its compliance with applicable laws and regulations.

10. Responsibility for Production Expenses.

Programmer shall pay for all costs associated with producing, providing and delivering the Programmer's Programming and all fees to ASCAP, BMI and SESAC and any other music licensing organization, attributable to the Programmer's Programming. Programmer shall pay any costs associated with any affiliation with any network in connection with Programmer's Programming.

11. Control of the Station.

During the Term, Licensee shall retain ultimate control over the Station's technical facilities and Programmer agrees that Licensee shall be entitled to take any and all steps necessary to maintain such control continuously throughout the Term. Licensee and Programmer acknowledge and agree that Licensee's responsibility to retain control is an essential element of the continuing validity and legality of this Agreement. Licensee shall retain ultimate control, said control to be reasonably exercised, over the policies, programming and operations of the Station and the right to take any other actions necessary to comply with the laws of the United States and the rules, regulations and policies of the FCC. Programmer shall not represent, warrant or hold itself out as the Station's owner and shall sell all advertising time and enter into all agreements in its own name. Licensee reserves the right to refuse to broadcast any program or programs containing matter which is, or in the reasonable opinion of Licensee may be, violative of any right, law, or governmental rule, regulation or policy.

12. Special Events.

Licensee has the right to reject any of the Programming and to substitute on a temporary basis a program that, in the reasonable opinion of Licensee, is of greater local or national importance. Licensee confirms that no Programming shall be rejected on the basis of programming performance or ratings, underwriter reaction or the availability of alternative programming (including, but not limited to, sporting events or paid programming) that Licensee believes to be more profitable or more attractive. In the event of such rejection and substitution, Licensee shall give Programmer written notice of such rejection and substitution, and the reasons therefor, in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice). In the event of such preemption, Programmer shall receive a payment credit in an amount equal to the actual loss of revenue by Programmer during the time its Programming was pre-empted, which shall equal the loss of the Station's local and national revenues and the Station's allocation of Programmer network revenues in connection with the actual time preempted.

13. Force Majeure.

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Any failure or impairment (*i.e.*, failure to broadcast at Station's full authorized power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any acts of God, strikes or threats thereof, or *force majeure*, or due to any other causes beyond the reasonable control of Licensee or Programmer shall not constitute a breach of this Agreement and Licensee or Programmer, as the case may be, will not be liable to the other party hereto, provided such party uses reasonable diligence to correct such failure or impairment as soon as is reasonably possible.

14. Station's IDs.

Licensee hereby grants to Programmer an exclusive license to use the call letters WPRJ used by the Station (the "Station's Licensed Identifiers") in connection with the broadcast of Programmer's Programming on the Station. Programmer shall use the Station's Licensed Identifiers in Programmer's Programming as may be required by the Act or the rules, regulations and policies of the FCC.

15. Payola.

Programmer shall provide Licensee with payola affidavits, substantially in the form attached hereto as Appendix A, signed by such of Programmer's employees and at such times as Licensee may reasonably request in writing, and shall notify Licensee promptly of any violations it learns of relating to the Act, including Sections 317 and 508 thereof.

16. Compliance with Law and Other Agreements.

Programmer and Licensee shall, throughout the Term, comply in all material respects with the Act, the rules, regulations and policies of the FCC, the terms of the Station's FCC licenses and all other laws and regulations applicable to the conduct of the Station's business.

17. Events of Default.

Each of the following shall constitute an "Event of Default" under this Agreement:

(a) Default in Covenants. Programmer's or Licensee's material non-observance or material non-performance of any covenant or agreement contained herein, (provided, however, that such default shall not constitute an Event of Default hereunder unless such default is not cured within thirty (30) business days after delivery of written notice thereof to the breaching party by the non-breaching party), except that a default in payment by Programmer must be cured within five (5) business days after delivery of notice (by telephone, facsimile or otherwise) thereof to Programmer; or

(b) Insolvency. The voluntary filing by Programmer or Licensee (or an involuntary filing with respect to Programmer or Licensee not vacated within ninety (90) days after

such filing) of a petition for reorganization or dissolution under federal bankruptcy laws or under substantially equivalent state laws.

18. Termination.

(a) Termination Upon an Event of Default. Either party may terminate this Agreement by written notice to the other party upon the occurrence of an Event of Default; provided, however, that the party serving such notice shall not then be in default of its obligations under this Agreement.

(b) Effect of Termination. Upon termination of this Agreement due to an Event of Default under Section 17(a), each party shall be free to pursue any and all remedies available at law, in equity or otherwise. Licensee, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease making available to Programmer any further broadcast time or broadcast transmission and facilities, and all amounts accrued or payable to Licensee prior to the date of termination which have not been paid shall be immediately due and payable. Programmer, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease providing any further Programming to be broadcast on the Station, and any amounts which have been prepaid to Licensee beyond the termination date shall be immediately due and payable to Programmer.

(c) Specific Performance. In addition to Programmer's rights of termination hereunder (and in addition to any other remedies available to it or provided under law), Programmer may seek specific performance of this Agreement, in which case Licensee shall waive the defense of an adequate remedy at law and interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy hereunder.

(d) Refunds. Upon termination of this Agreement due to an Event of Default attributed to Licensee, Programmer shall be entitled to a refund of all Monthly Fees paid.

19. Revenues.

With respect to contributions from the general public to the Station that are paid by check, each check dated prior to Operational Commencement Date shall belong and be delivered to Licensee and each check dated on or after the Operational Commencement Date shall belong and be delivered to Programmer. Any cash contribution received on or after the Operational Commencement Date shall belong to Programmer. Further, regardless of when payment is made or received, Licensee shall receive all revenues attributable to programming (to include the auction broadcast between March 10 and March 17, 2008) and underwriting announcements

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broadcast prior to the Operational Commencement Date and Programmer shall receive all revenues attributable to programming and underwriting announcement broadcast thereafter during the Term of this Agreement.

20. Representations, Warranties and Covenants.

(a) Programmer represents and warrants to, and covenants with, Licensee that:

(i) This Agreement has been duly executed and delivered by Programmer, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles. Programmer has all necessary corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on Programmer's part.

(ii) No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by Programmer of this Agreement, except that Licensee is required to file a copy of this Agreement with the FCC.

(iii) The execution, delivery and performance of this Agreement will not violate any provision in Programmer's certificate of formation or operating agreement, nor constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by, any agreement or other instrument to which Programmer is a party or by which any part of its property is bound, or violate any law, regulations, judgment or order binding upon Programmer.

(iv) No proceeding is pending or, to the knowledge of Programmer, threatened against Programmer before any court, government agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(v) Programmer shall present noncommercial educational Programming which shall serve the needs and interests of the Station's service area.

(b) Licensee represents and warrants to, and covenants with, Programmer that:

(i) This Agreement has been duly executed and delivered by Licensee, and constitutes its valid and binding obligation, enforceable against it in accordance



with its terms, except as limited by laws affecting the enforcement of creditor's rights generally or equitable principles.

(ii) No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, is required in connection with the execution, delivery or performance by Licensee of this Agreement, except that Licensee may be required to file a copy of this Local Marketing Agreement with the FCC.

(iii) The execution, delivery and performance of this Agreement will not any provision in Licensee's articles of incorporation or bylaws, nor constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which Licensee is a party or by which any part of his property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

(iv) No proceeding is pending or, to the knowledge of Licensee, threatened against Licensee before any court, governmental agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(v) During the Term of this Agreement, Licensee will hold all licenses and other permits and authorizations necessary for the operation of the Station, and such licenses, permits and authorizations are and will be in full force and effect throughout the Term of this Agreement. There is not pending, or to Licensee's knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations. To the best of Licensee's knowledge, Licensee is not in violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or the Station, which would have an adverse effect upon Licensee, its assets, the Station or upon Licensee's ability to perform this Agreement. Licensee shall not take any action or omit to take any action which would have an adverse impact upon Licensee, its assets, the Station or upon Licensee's ability to perform this Agreement. All reports and applications required to be filed with the FCC or any other governmental body during the Term of this Agreement will be filed in a timely and complete manner. Licensee has, and throughout the Term of this Agreement will maintain, good title to, or rights to use all of the assets and properties used in the operation of the Station. During the Term of this Agreement, Licensee shall not dispose of, transfer, assign or pledge any of such assets and properties, except with the prior written consent of Programmer, if such

action would adversely affect Licensee's performance hereunder or the business and operations of Licensee or the Station permitted hereby.

21. Option.

(a) Grant of Option. Licensee hereby irrevocably grants to Programmer the exclusive right and option (the "Option") to purchase and cause Licensee to sell all of the assets of Licensee used in operation of the Station for the purchase price of One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), which amount, less the Option Fee and the aggregate Monthly Fees, shall be payable in immediately available funds upon consummation of such transaction.

(b) Exercise of Option. The Option may be exercised by Programmer, in its sole discretion, during the period beginning on the date hereof and ending on date of termination of this Agreement (such period, the "Exercise Period"), by delivering to Licensee a written notice (an "Exercise Notice") stating Programmer's intention to exercise the Option. No later than ten (10) business days after delivery by Programmer of the Exercise Notice, Programmer and Licensee shall execute an Asset Purchase Agreement in substantially the form attached hereto as Appendix B.

22. Modification and Waiver.

No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

23. Delay in Exercise of Remedies; Remedies Cumulative.

No failure or delay on the part of Licensee or Programmer in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or 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 or power. The rights and remedies of Licensee and Programmer herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

24. Construction.

This Agreement shall be construed in accordance with the internal substantive (that is, without reference to conflict of) laws of the State of Michigan and the obligations of the parties hereto are subject to all Federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for local marketing agreements for radio stations

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and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Section 18 above shall apply. The parties further agree that they will make all required filings with the FCC with respect to this Agreement.

25. Headings.

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

26. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including, without limitation, any permitted transferees or assignees of any kind of the FCC licenses for the Station.

27. Counterpart Signatures.

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart.

28. Notices.

Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered by hand or one (1) day after deposit with a recognized overnight courier for overnight delivery and addressed as follows:

If to Licensee:

Come Together Ministries, Inc.  
227 Jackson Street  
Coleman, MI 48618  
Attention: Gary Bugh

With a copy (which shall  
not constitute notice) to:

Matthew H. McCormick  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor

Arlington, VA 22209

If to Programmer: Partnership Ministries, Inc. d/b/a Passion Communications  
6167 Emberwood Drive  
Dublin, OH 43017  
Attention: Rick Welke

or such other address as the addressee may have specified in a notice duly given to the sender as provided herein.

29. Entire Agreement.

This Agreement embodies the entire agreement between the parties regarding the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by both of the parties.

30. Severability and Assignment.

If any provision or provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein, provided that the benefits afforded each party hereunder are not materially changed.

31. No Joint Venture.

The parties agree that nothing herein shall constitute a joint venture or a principal-agent relationship between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

32. Access to Records.

Each of Licensee and Programmer agrees to permit the other party hereto and its agents and representatives access to all books and records relating to the operation of the Station that may be in its possession.

33. Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

34. Further Assurances.

Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all such further actions, and to do, or cause to be done, all things necessary, proper or advisable in order to fully effectuate the purposes, terms and conditions of this Agreement.

[Signature Page to Follow on Next Page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first  
above written.

COME TOGETHER MINISTRIES, INC.

By: \_\_\_\_\_  
Name: Gary Bugh  
Title: President

PARTNERSHIP MINISTRIES, INC.,  
d/b/a PASSION COMMUNICATIONS

By: \_\_\_\_\_  
Name: Rick Welke  
Title: President

**APPENDIX A**

**FORM OF PAYOLA AFFIDAVIT**

City of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      SS:  
State of \_\_\_\_\_ )

**ANTI-PAYOLA/PLUGOLA AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

1.     He/She is \_\_\_\_\_ for \_\_\_\_\_.
2.     He/She has acted in the above capacity since \_\_\_\_\_.
3.     No matter has been broadcast by Station \_\_\_\_\_ on frequency \_\_\_\_ kHz for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him/her from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4.     So far as he/she is aware, no matter has been broadcast by Station \_\_\_\_\_ on frequency \_\_\_\_ kHz for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station \_\_\_\_\_ on frequency \_\_\_\_ kHz or by any independent contractor engaged by Station \_\_\_\_\_ on frequency \_\_\_\_ kHz in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**APPENDIX B**

**ASSET PURCHASE AGREEMENT**