

ASSET PURCHASE AGREEMENT

This agreement is entered into by and between **First Free Will Baptist Church**, whose address is 401 S. Main, Mountain Grove, MO 65711 (hereafter "BUYER"), and **American Family Association, Inc.**, whose P.O. Drawer 2440, 100 Parkgate, Suite 2B, Tupelo, MS 38803 (hereafter "Seller").

WHEREAS, SELLER holds a Construction Permit issued by the Federal Communications Commission to build a new Non-commercial Educational Broadcast Station, KVBD-FM. for Cabool, Missouri, which expires on August 21, 2003, and

WHEREAS, SELLER desires to sell and BUYER desires to acquire the Construction Permit, and

WHEREAS, the prior consent of the Federal Communications Commission (hereafter "FCC") is required for the consummation of this Agreement;

NOW, THEREFORE, the parties hereto intending to be legally bound, hereby agree as follows:

1. On the closing date, SELLER shall assign the Construction Permit for KVBD-FM to BUYER and BUYER shall pay SELLER the sum of Ten Thousand Dollars (\$10,000.00) (the "Purchase Price").

2. SELLER shall be responsible for all expenses of the STATION, including accrued taxes, up to the date of closing. BUYER shall be responsible for all expenses of the STATION after the closing.

3. During the first five years of Station operations, BUYER agrees to carry American Family Radio Network ("AFR") news and information programming, including *Washington Report*, *Today's Issues*, and hourly AFR news broadcasts. Further, during the first five years of

Station operations, BUYER agrees to carry the regular programming of the AFR Network except during broadcasts of locally originated programming, or during the airing of short form syndicated programs from sources other than AFR.

4. In the event that BUYER offers the Station for sale, BUYER hereby grants to SELLER first right of refusal to repurchase the Station at the most favorable price and terms offered to any third party.

5. This Agreement is contingent upon the approval of the FCC to the sale contemplated herein. In the event the closing has not been completed within nine (9) months from the filing date of the FCC. Application, either SELLER or BUYER may terminate this Agreement upon five (5) days written notice to the other.

6. Within five (5) business days from the date of this Agreement, SELLER and BUYER shall join in an application to be filed with the FCC requesting its consent to the assignment of the FCC Licenses to BUYER ("FCC Application"), and shall take such other steps as are necessary and proper to the expeditious prosecution of such application to a favorable conclusion.

7. SELLER and BUYER hereby agree that the date of closing shall be a date which the parties shall agree to, but in no event more than ten (10) days after the FCC's consent to the assignment of the FCC Licenses to BUYER has been granted and has become a final order.

8. SELLER and BUYER agree to pay the costs of their own legal, accounting and other fees and expenses.

9. The parties agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement.

10. All necessary notices, demands and requests required or permitted to be given under

the provisions of this Agreement shall be deemed duly given if mailed by United States mail, postage prepaid, or sent by overnight courier addressed to the addresses shown above or to such other address as shall be furnished by either party.

11. This Agreement is the only Agreement between the parties, contains all of the terms agreed upon with respect to the subject matter hereof, and supersedes any prior communications, understandings and agreements by or between the parties.

12. This Agreement may be amended or modified only by an instrument in writing, executed by the parties hereto with the same formality as the execution of this Agreement.

13. This Agreement shall be governed by the laws of the State of Mississippi.

14. Any claim or dispute arising from or related to this Contract shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of March, 2001.

American Family Association, Inc.

First Free Will Baptist Church

By: _____
Donald E. Wildmon, President Date

By: _____
Gary Fry, Pastor Date