

## **PURCHASE AGREEMENT**

This agreement is made on the 26th day of February, 2009, between **Global Outreach Ministry Network, Inc.**, of Panama City FL, ("seller") and Gulf TV, LLC. Of DeFuniak Springs, FL. ("buyer")\_

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### **RECITALS**

A. Seller is the licensee and operator of Television Station **WEWA Channel 17, Wewahitchka**, Florida, holding a valid authorization for the operation of such station from the Federal Communications Commission (the "FCC").

B. Buyer desires to acquire all the properties, assets, and rights of seller, subject to the prior approval of the FCC, and seller is willing to sell and transfer such properties, assets, and rights to buyer.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### **SUBJECT MATTER**

Subject to the terms and conditions of this agreement, seller agrees to sell and deliver to buyer, and buyer agrees to purchase and take from seller:

A. All of the properties, assets, FCC licenses and permits, contracts and other rights of seller of every kind and description, personal, mixed, tangible, and intangible, wherever situated, as listed or described on Exhibit A, which is attached to this agreement and incorporated by reference.

### **PRICE**

A. The purchase price to be paid by buyer for the properties, assets, and rights to be purchased by buyer shall be \$25,000.00 (the "purchase price"). The purchase price shall be paid by buyer as set forth in the following sections.

## **ESCROW**

A. There will be no escrow in this transaction as the buyer will pay the seller the full amount upon the implementation of this instrument.

## **CONTINGENCIES**

This contract is subject to the following contingencies.

In the unlikely event that the FCC does not timely approve this transaction, seller agrees to return the \$25,000.00 purchase price to the buyer, or come to an acceptable agreement including, but not limited to, access to all funds acquired through the operations of said station until such time as the funds are returned.

## **SPECIAL CONDITIONS**

The following special conditions shall apply to this agreement:

A. Buyer has the right in its sole discretion to assign buyer's rights under this agreement to a corporation formed by buyer or any other person, provided, however, that such corporation or person: (1) is equally capable of performing the agreement as buyer; (2) the assignment will not cause a major change of control of the applicant as that term is used by the FCC; or, (3) otherwise delay the closing.

## **CLOSING DATE**

The date and time of closing shall be mutually agreed upon by seller and buyer but shall not be less than 10 days nor more than 120 days after FCC approval has become Final Order as provided in Section Four, paragraph The closing will be held at an agreed upon location to be determined by the seller and the buyer. The time and date designated for consummating and closing the purchase and sale (as extended from time to time) is referred to in this agreement as either the "closing" or the "closing date."

A. Except with buyer's written consent, seller shall not enter into, assume or make any contract, lease, license, obligation, commitment, purchase or sale for the acquisition, construction or disposition of capital assets.

B. Seller will afford buyer, its representatives, agents and employees, at all reasonable times and in the manner and under circumstances which will not cause unreasonable interference with the operation of seller's business, access to seller's books, files, records and other items pertaining to the assets sold to buyer for the purpose of audit, inspection and examination and will do everything reasonably necessary to enable buyer to make a complete examination of such assets and properties of seller and their condition. No such examination, however, shall constitute a waiver or relinquishment on the part of buyer of its rights to rely upon the covenants, representations and warranties made by seller in this agreement.

C. Seller has furnished, or shall furnish as provided in Section Four, paragraph B, buyer with true, correct and complete copies of all FCC licenses, including but not limited to, seller's most recent license renewal filing, leases, contracts, trade agreements and other information material to the present or future operation of seller's business.

D. Within five (5) days after the execution of this agreement, buyer and seller shall file with the FCC an appropriate application for FCC consent ("Assignment Application"). The parties will prosecute said application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the application as soon as possible.

### **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to, and agrees with, buyer as follows:

A. Seller is a corporation organized, validly existing and in good standing under the laws of the State of Florida with full corporate power and authority to own its property and to conduct the business which it presently conducts.

B. There are no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against, or for the benefit of, seller, nor to seller's knowledge any basis for any such claims, except as shall be disclosed to buyer pursuant to Section Four, paragraph B.

C. From the date of this agreement through the closing, seller shall maintain the television station in accordance with good engineering practices and in compliance with the rules and regulations of the FCC; shall conduct the business of the station in the usual manner; shall exercise good faith and due diligence in the operation of the station in accordance with the terms of its licenses; shall keep all of the assets of seller in a normal state of repair and operating efficiency, customary in such business; shall use its best efforts to preserve the business organization intact, and to preserve the goodwill of seller and the station, its listeners or viewers, advertisers and others having business relations with such seller and station.

D. Seller has the legal power and right to enter into and perform this agreement, and the consummation of the transactions contemplated by this agreement will not violate any provision of law, or of seller's articles of incorporation or bylaws.

E. Seller, as of closing, shall have good and marketable title to all the properties, assets, and rights to be delivered by it to buyer free of all liens, charges and encumbrances except: (1) taxes constituting a lien but not yet due and payable; (2) defects or irregularities of title or encumbrances which are not such as to interfere materially with the operation or use of such properties, assets and rights; or to reduce materially the value of any such properties, asset or right; or to affect materially title of such properties or assets; and (3) such other defects or irregularities of title or liens or encumbrances as buyer may have waived in writing.

F. Seller has not employed any broker or agent with respect to the sale and purchase contemplated in this agreement, nor taken any other action in that regard; nor will seller take any such action that would cause buyer to become liable for the payment of any finder's fee, broker's fee, or commission.



G. As of the closing, seller shall hold all licenses necessary or appropriate for the operation of a LPTV television station and such licenses shall be current and in good standing.

H. Both parties agree that in the event that the buyer decides to sell said TV Station at anytime in the future, seller retains first right of refusal.

I. It is further agreed that the buyer will use GBN as a back up signal for channel 17 when there is no local or paying programming. GBN agrees to furnish channel 17 with a satellite dish and receiver and a watchable signal.

### **BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer represents, warrants to and agrees with seller as follows:

A. Buyer is entering into this agreement for its personal account.

B. If buyer transfers and assigns its rights under this agreement to a corporation prior to closing, as provided in Section Five, paragraph A, then buyer also represents and warrants the following:

1. Buyer is a ~~corporation~~ <sup>MA RLLC</sup> organized, validly existing and in good standing under the laws of the State of NEVADA and has full corporate power to carry on its business as now being conducted.

2. The execution of this agreement and all documents provided for in this agreement by buyer and its delivery to seller have been authorized by buyer's board of directors, and no further corporate action is necessary on buyer's part to make this agreement valid and binding upon buyer in accordance with its terms. Buyer shall deliver at closing to seller true and correct copies of the resolution of its board of directors authorizing the execution of this agreement, all of which have been certified by the secretary or an assistant secretary of buyer.

C. There is no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the FCC, disqualify buyer from being the assignee or licensee of the Station, or that would delay the Commission's approval of the Assignment Application. Should Buyer become aware of any such fact, it shall inform seller and use its best efforts to remove any such disqualifying fact.

### **CONDITIONS FOR SELLER'S OBLIGATIONS**

The obligations of seller under this agreement are subject to the complete satisfaction on or prior to the closing date of the following conditions, any one or more of which may be waived by seller at its option:

A. All representations and warranties by buyer which are contained in this agreement shall be true as of the date made and on and as of the closing date as though such representations and warranties were made at and as of such date, except to the extent that such representations and warranties were made as of a specified date.

## NOTICES

Any notice, consent, request, claim or other communication pertaining this transaction shall be in writing, and shall be deemed to have been given if delivered or mailed by registered or certified mail, return receipt requested, to the address shown for the respective party at the beginning of this agreement. Such addresses may be changed by any party by notice given in the manner provided above.

## ENTIRE AGREEMENT

This agreement, together with all exhibits and the documents referred to and incorporated by reference, contains all the terms and conditions agreed upon by the parties with respect to the transaction contemplated in this agreement, and shall not be amended or modified except by written instrument signed by all of the parties.

## CONCLUSION

A. Seller asserts that the TV Station will qualify as a "must carry" on the local cable system. This assertion is made based on the fact that the TV Station meets all of the requirements set forth in the FCC rules of must carry. If the station does not in fact meet said requirements for must carry on Media Com Cable, at the time of this transaction, seller agrees to buy it back from buyer for the same selling price.

B. Neither buyer nor any person acting as buyer's representative or on buyer's behalf has relied on any representation or statement of seller or any other person except as expressly set forth in this agreement.

The parties have executed this agreement at DeFuniak Springs, Florida on the 20<sup>th</sup> day of FEBRUARY, 2009.

**Global Outreach Ministry Network, Inc.**

By: Michael A. K.  
Its: PRESIDENT

**Gulf TV, LLC.**

By: Ronald Wayne White  
Its: MANAGING MEMBER