

## **PURCHASE AGREEMENT**

This Purchase Agreement is made this 4<sup>th</sup> day of September 2007, between GLOBAL OUTREACH MINISTRY NETWORK, INC. ("Seller") and Harvest Ministries Intl. of Cresview FL  
\_\_\_\_\_. ("Buyer").

**WHEREAS**, Seller holds a license ("the License") and a construction permit ("the Permit") (attached as Exhibit A), issued by the Federal Communications Commission ("Commission") on February 2, 2005, to construct and operate new commercial Low Power Television Station W41CP Destin, Florida, hereinafter referred to as "the Station"; and

**WHEREAS**, Seller desires to sell and Buyer desires to purchase the Station; and

**WHEREAS**, the parties hereto will be unable to consummate this Purchase Agreement until after the Commission has granted its consent to the terms and conditions hereof and to the assignment of the License and Permit for the Station contemplated herein;

**NOW, THEREFORE**, for and in consideration of the premises, and of the terms and conditions set out below, and with intent of being bound hereby, the parties agree to the following:

1. After granting by the Commission of its consent to the assignment of the License and Permit for the Station and to the other arrangements, terms and conditions set forth herein, Buyer will purchase from Seller and Seller will assign to Buyer said TV Station, W41CP, and any agreements relating to such construction or operation.

2. Seller warrants that it possesses a valid License and Permit from the Commission to operate and construct the Station; Seller will continue to hold the License and Permit in accordance with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and the Rules and Regulations of the Federal Communications Commission and will make certain that they are valid at the time of closing.

3. In consideration of the performance by Seller of the covenants and agreements contained herein, Buyer agrees to a Purchase Price of Thirty Thousand Dollars (\$30,000.00), payable in cash or certified check at closing.

*5,000 down + 5,000 at a later date before Closing*  
\*4. The Buyer shall remit payment in the amount of ~~10,000.00~~ or 1/3 as down payment, along with the signed purchase agreement prior to the filing of an application for assignment of the Station.

5. Seller warrants and represents as follows:

(a) On the date hereof, Seller has and on the closing date will have a valid License and Permit from the Commission for the Station, and there neither pending nor to the best of Seller's knowledge threatened any action by the Commission to revoke or modify said License or Permit;

(b) Seller has the right, power and authority to hold the License and Permit for the Station and to sell the License and Permit to Buyer; Copy of resolution authorizing seller is attached.

(c) There are no debts, liens, or encumbrances of any kind against the Station.

(d) No representation or warranty by Seller contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein not misleading or necessary in order to provide Buyer with complete and accurate information as to the Permit.

6. Buyer warrants and represents as follows:

(a) Buyer has the right, power and authority to hold the License and Permit for the Station and to buy the Permit from Seller;

(b) Buyer knows of no reason why it should not be qualified before the Federal Communications Commission to carry out the terms of this Agreement;

12. Any notices required to be given to Seller by Buyer shall be deemed sufficient if mail by registered mail, return receipt requested, to:

Michael Lee  
Global Outreach Ministry Network, Inc.  
390 Tyndall Parkway  
Suite 135  
Panama City, Florida 32404

with a copy to:

Victoria Anderson  
P.O.Box 36163  
Panama City, FL 32405

Any notice required to be given to Buyer by Seller shall be deemed sufficient if mailed by registered mail, return receipt requested, to:

Harvest Ministries Intl.  
PO Box 688  
Crestview FL  
32536

with a copy to:

Rev. William B. Franklin  
P.O. Box 688  
Crestview FL  
32536

The above addresses may be changed by written notice of such change to the last address designated.

13. This Agreement contains the entire understanding among the parties and supersedes all prior written or oral agreements between them respecting the within subject matter unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14. Buyer shall be responsible for any and all FCC fees attributable to the assignment of the License and Permit as contemplated herein as well as the costs of publication, but both parties shall be solely responsible for their own costs and attorneys fees associated with or arising out of the preparation of this Agreement and the performance of their respective responsibilities and obligations provided for herein.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, with each version deemed an original, on the date and in the place first mentioned above.

**GLOBAL OUTREACH MINISTRY NETWORK, INC.**

September 4<sup>th</sup>, 2007

By: Michael Lee  
Michael Lee  
Its: President / CEO

Harvest Ministries Intl.

September 4<sup>th</sup>, 2007

By: R. William B. Jones