

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of February 15, 2005 (this "Agreement"), by and between AMERICAN FAMILY ASSOCIATION, INC. ("AFA"), and HYMN TIME, INC. ("Hymn Time").

WITNESSETH:

WHEREAS, Hymn Time hold a Construction Permit issued by the Federal Communications Commission ("FCC") for a new noncommercial educational ("NCE") FM broadcast station 990714ME, Muncie, Indiana, Facility ID No. 93830, referred to herein as the "CP";

WHEREAS, subject to the approval of FCC, Hymn Time desires to sell, and AFA desires to purchase the CP;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined), Hymn Time shall assign to AFA, and AFA shall purchase, assume and receive from Hymn Time, the CP, together with all FCC and other governmental applications and other records relating to the CP. The CP shall be transferred to AFA free and clear of all debts, liabilities and encumbrances.

2. **Purchase Price.** On the Closing Date, in consideration of the assignment of the CP, AFA shall tender to Hymn Time the sum of Ten Dollars (\$10.00) (the "Purchase Price").

3. **FCC Consent; Assignment Application.**

(A) At the earliest mutually agreeable date, AFA and Hymn Time shall execute and file with the FCC an Assignment Application requesting its consent (the "FCC Consent") to the assignment of the CP from Hymn Time to AFA.

(B) Hymn Time hereby consents to and agrees to cooperate with AFA in connection with the filing requests by AFA for waivers of the FCC's "main studio" rules, such waivers to be effective on or after the Closing Date. Such requests shall be made and prosecution thereof shall be conducted solely at AFA's expense.

4. **Closing Date; Closing Place.**

The closing (the "Closing") of this transaction shall occur on a date (the "Closing Date") fixed by AFA which shall be no later than ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined); provided, however, that AFA may elect, in its sole discretion, to proceed to Closing upon written notice to Hymn Time upon the release of public notice of the grant of the FCC

Consent. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail or in such other manner as mutually agreed upon by the parties.

5. **Termination.** This Agreement may be terminated by either Hymn Time or AFA, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if the Assignment Application is designated for hearing or denied by Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within one year of the date the Assignment Applications are filed with the FCC, provided, that the terminating party is not in breach of this Agreement, specifically including failure to provide necessary information to the FCC.

6. **Notices.** All notices under this Agreement shall be in writing and shall be deemed effectively given or delivered five (5) days after deposit with the U.S. Post Office or upon courier delivery, addressed as follows (or at such other address for a party as may be specified by notice):

If to AFA, to: American Family Association, Inc.
P.O. Drawer 2440
Tupelo, MS 38803
Attn: Donald E. Wildmon

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

Patrick Vaughn, General Counsel
American Family Association, Inc.
107 Parkgate Drive, P.O. Drawer 2440
Tupelo, MS 38803

If to Hymn Time, to: Billie Jean Emert
Hymn Time, Inc.
P.O. Box 106
Roaring Springs, PA 16673

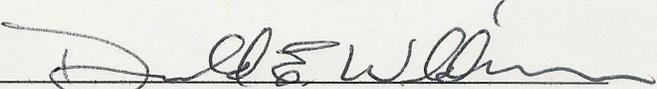
7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

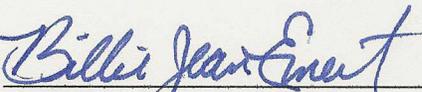
9. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**AMERICAN FAMILY ASSOCIATION,
INC.**

By: 
Donald E. Wildmon
Chairman

HYMN TIME, INC.

By: 
Billie Jean Emert
President