

**AMENDMENT TO
ASSET EXCHANGE AGREEMENT TO EXCHANGE
BETWEEN
CALVARY CHAPEL OF TWIN FALLS, INC.
AND
FAMILY LIFE MINISTRIES, INC.**

This is an amendment to that certain Asset Exchange Agreement (hereinafter referred to as the "Agreement"), dated on or about December 6, 2005, by and between Calvary Chapel of Twin Falls, Inc. ("CCTF") and Family Life Ministries, Inc. ("FLM").

Section 1.10 of the Agreement is hereby revised to state the following:

1.10 Possession and Control of Stations. Between the date of this Agreement and the Closing Date, neither party shall control the operation of the other party's FM translator stations. Notwithstanding the foregoing, both parties hereby acknowledge and agree that, effective upon the execution of this Agreement, CCTF hereby consents to the specification of FLM's radio station WCII-FM to serve as the Primary Station of FM Translator Station W201BE, and FLM hereby consents to the specification of CCTF's radio station KAWZ-FM as the Primary Station of FM Translator Station W201CP, subject to the filing of the proper written notification and/or modification applications to the FCC regarding the same. Should this agreement expire or terminate, the Primary Station consents provided herein by each party to the other shall likewise terminate.

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

CALVARY CHAPEL OF TWIN FALLS, INC. FAMILY LIFE MINISTRIES, INC.

By: 
Michael Kestler
President

By: _____
Rick Snavelly
President

**AMENDMENT TO
ASSET EXCHANGE AGREEMENT TO EXCHANGE
BETWEEN
CALVARY CHAPEL OF TWIN FALLS, INC.
AND
FAMILY LIFE MINISTRIES, INC.**

This is an amendment to that certain Asset Exchange Agreement (hereinafter referred to as the "Agreement"), dated on or about December 6, 2005, by and between Calvary Chapel of Twin Falls, Inc. ("CCTF") and Family Life Ministries, Inc. ("FLM").

Section 1.10 of the Agreement is hereby revised to state the following:

1.10 Possession and Control of Stations. Between the date of this Agreement and the Closing Date, neither party shall control the operation of the other party's FM translator stations. Notwithstanding the foregoing, both parties hereby acknowledge and agree that, effective upon the execution of this Agreement, CCTF hereby consents to the specification of FLM's radio station WCII-FM to serve as the Primary Station of FM Translator Station W201BE, and FLM hereby consents to the specification of CCTF's radio station WKAWZ-FM as the Primary Station of FM Translator Station W201CP, subject to the filing of the proper written notification and/or modification applications to the FCC regarding the same. Should this agreement expire or terminate, the Primary Station consents provided herein by each party to the other shall likewise terminate.

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

CALVARY CHAPEL OF TWIN FALLS, INC. FAMILY LIFE MINISTRIES, INC.

By: _____
Michael Kestler
President

By: 
Rick Snavelly
President

Date: _____

Date: 12-15-05