

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT by and between CSN International ("CSN") and Jesus is King Communications, Inc. ("JIKC"):

### WITNESSETH:

WHEREAS, JIKC is licensee of noncommercial educational FM radio broadcast station WIFF(FM), Binghamton, New York, and FM translator station W285DI, Binghamton, New York (the "Stations"); and

WHEREAS, the parties seek by means of this Agreement to provide for the sale by JIKC and the purchase by CSN of the licenses issued by the Federal Communications Commission (the "FCC") for the operation of the Stations (the "FCC Licenses") and certain tangible assets of the Station; and

WHEREAS, this Agreement may not be consummated without the prior consent of the FCC;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties intending to be legally bound, CSN and JIKC do hereby mutually agree as follows:

1. **Assets Purchased.** Upon the terms and subject to the conditions of this Agreement, JIKC shall sell, assign and convey to CSN, , and CSN shall purchase and accept from JIKC on the Closing Date (as hereinafter defined) the following assets owned or leased by JIKC (collectively, the "Purchased Assets"):

- (a) the FCC Licenses, copies of which are attached as Exhibit A hereto;
- (b) the studio, office and transmission equipment used in the operations of the Stations, including but not limited to the equipment identified in Exhibit B hereto (the "Equipment");
- (c) the lease for the tower site where the transmission facilities of W285DI are located (the "Site Lease") as more specifically identified in Exhibit C hereto;
- (d) All engineering records in JIKC's possession, including but not limited to maintenance logs and transmission equipment repair records, that relate to the technical operations of the Stations and all documents that are to be maintained in the WIFF(FM) local public inspection file pursuant to the rules of the FCC.

The Purchased Assets do not include (i) cash, bank deposits and bank accounts; (ii) monies receivable for the broadcast of programming and underwriting announcements prior to the Closing Date; (iv) JIKC's corporate minutes, tax records and other records and accounts which do not relate to the technical operation of the Stations; (v) any contracts, agreements or understandings between JIKC and any third party other than the Site Leases identified at 1(c) above.

2. Consideration. Subject to any adjustments made pursuant to Section 5 hereof, as consideration for the sale, assignment, transfer and conveyance of the Purchased Assets, CSN hereby agrees to pay to JIKC, and JIKC hereby agrees to accept, the sum of Sixty-Seven Thousand Dollars (\$67,000.00), payable as follows:

(a) Five Thousand Dollars (\$5,000.00), as an earnest money deposit (the "Deposit") to be held in escrow in the trust account of CSN's counsel and paid to JIKC at closing or as liquidated damages upon termination of this Agreement pursuant to a unilateral breach on the part of CSN as more specifically set forth in Section 15(b) of this Agreement, and in all other circumstances to be returned to CSN upon the termination of this Agreement.

(b) Ten Thousand Dollars (\$10,000.00) at the closing, of which the Deposit shall be a part;

(c) Ten Thousand Dollars (\$10,000.00), to be paid one month after the closing; and

(d) Forty-Seven Thousand Dollars (\$47,000.00), to be paid in fourteen (14) equal monthly payments of Three Thousand One Hundred Thirty-Three and 33/100 Dollars (\$3,133.33) each and a payment in the fifteenth (15<sup>th</sup>) month of Three Thousand One Hundred Thirty-Three and 38/100 Dollars (\$3,133.38), commencing the second month after the closing.

(e) CSN's obligations to JIKC as set forth in Sections 2(c) and 2(d) will be evidenced by a non-interest bearing promissory note in the form of Exhibit D hereto and secured by a security agreement in the form of Exhibit E hereto and a Mortgage on the Real Estate (as hereinafter defined).

3. Real Estate. CSN wishes to acquire the the real estate and building located on Interstate Route 86 in Windsor, New York (the "Real Estate") where the Station's main studio is located. The Real Estate is owned by a third party (the "Owner") and is subject to a mortgage held by other individuals (the "Mortgage Holders"). CSN will seek to enter into agreements with the Owner and with the Mortgage Holders that will enable CSN to acquire the Real Estate, each such agreement and this Agreement to be mutually conditioned upon the closing of the others.

#### 4. Assumption of Liabilities.

(a) CSN will assume and undertake to pay, satisfy, or discharge the liabilities, obligations and commitments of JIKC under the Site Leases assigned by JIKC to CSN at the Closing.

(b) The Purchased Assets shall be sold and conveyed to CSN free and clear of all liabilities (absolute or contingent), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances and restrictions of any type or amount (collectively, "Liens") created or suffered by JIKC prior to the Closing Date, whether existing now or in the future.

(c) Except as provided in Section 4(a) of this Agreement, CSN is not agreeing to, and shall not, assume any other liability, obligation, undertaking, expense or agreement of JIKC of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render CSN liable for any such liability, obligation, undertaking, expense or agreement.

#### 5. Adjustments to Purchase Price.

(a) CSN wishes to lease the site where the transmission facilities of Station WIFF presently are located (the "WIFF Transmitter Site"), and the lessor of such site (the "Lessor") has indicated its willingness to enter into a new lease with CSN if the amounts owed to the Lessor by JIKC under JIKC's lease for the WIFF Transmitter Site are fully paid at the time that a new lease is executed by CSN. JIKC has advised CSN that the amount owed to the Lessor under JIKC's lease will not exceed Three Thousand Dollars (\$3,000.00). Accordingly, the consideration set forth in Section 2 of this Agreement shall be decreased by the amount in excess of Three Thousand Dollars (\$3,000.00), if any, that CSN must pay to the Lessor to eliminate JIKC's indebtedness to the Lessor at the time that a new lease for the WIFF Transmitter Site is executed by CSN.

(b) The consideration set forth in Section 2 of this Agreement shall be decreased by the amount that CSN pays at the time that CSN acquires the Real Estate in order to satisfy any liens, claims or other encumbrances on the Real Estate that exist in addition to the lien held by the Mortgage Holders.

(c) The amounts, if any, to be deducted from the consideration as provided by Sections 5(a) and 5(b) shall first be deducted from the sum payable to JIKC pursuant to Section 2(c) of this Agreement and then shall be deducted from the initial sums payable to JIKC pursuant to Section 2(d) of this Agreement until all deductions have been made, at which time the balance of the consideration payable to JIKC shall be paid as provided in Section 2.

6. FCC Consent; Control of Station.

(a) The parties will proceed as expeditiously as practicable to file or cause to be filed an application, substantially complete and in suitable form and substance, with the FCC requesting consent to the assignment of the FCC Licenses from JIKC to CSN. Said application shall be duly filed with the FCC not later than ten (10) business days after the date of this Agreement. CSN and JIKC shall prosecute such application in good faith and with due diligence. JIKC, following the filing of the application, shall broadcast the requisite public notices as required by the rules and regulations of the FCC. CSN and JIKC will provide whatever additional information the FCC reasonably requests in processing said application and information will be furnished within the time established by the FCC in its request. Copies of any amendatory material or other papers filed by either party with the FCC pertaining directly or indirectly to the application simultaneously shall be mailed to the other party. Each party hereto shall bear its own legal fees and any and all costs and expenses not specified herein with respect to the sale and purchase of the assets covered by this Agreement.

(b) Between the date of this Agreement and the Closing, CSN shall not directly or indirectly control, or attempt to control the Stations; such control shall be maintained by, and be the responsibility of, JIKC. Between the effective date of this Agreement and the closing, CSN shall provide programming to be broadcast by the Stations pursuant to the terms and conditions of the Time Brokerage Agreement attached hereto as Exhibit F.

7. Closing. The Closing of the purchase of the Purchased Assets (the "Closing") shall take place by the delivery of the closing documents to CSN's counsel, who shall hold such documents in escrow until he has received all such documents from the parties, at which time he will deliver each party's closing documents to the other party. Each party will deliver its closing documents to CSN's counsel on or before the tenth business (10th) day after the date that each of the conditions set forth in Sections 10 and 12 of this Agreement has been satisfied.

8. Representations and Warranties of JIKC. JIKC represents and warrants to CSN as follows:

(a) Organization and Standing. JIKC is a not-for-profit corporation in good standing under the laws of the state in which it is incorporated and is qualified to do business in the state of New York. JIKC has full corporate power and authority to carry on the business now conducted by it.

(b) Authorization. JIKC has full power and authority to enter into this Agreement. The consummation of the transactions contemplated hereby have been or by the Closing Date will be duly and validly authorized by JIKC and no other proceedings on the part of JIKC are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by JIKC and constitutes the legal, valid and binding obligation of JIKC enforceable in accordance with its terms, except as may be

limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) Licenses.

(1) Exhibit A hereto contains true and complete copies of the FCC Licenses. JIKC is the authorized legal holder of the FCC Licenses, none of which is subject to any restriction or condition which would limit in any respect the full operation of the Stations as set forth in the FCC Licenses. All reports and filings required to be filed with the FCC by JIKC with respect to the operation of the Stations have been timely filed, and all such reports and filings are accurate and complete in all material respects. JIKC maintains an appropriate public inspection file for Station WIFF(FM) in accordance with FCC rules.

(2) The FCC Licenses are in good standing, in full force and effect and have not been revoked, canceled or rescinded. JIKC is operating the Stations in accordance in all material respects with the FCC Licenses, the underlying construction permits and all rules, regulations and policies of the FCC. There is not now pending or, to the knowledge of JIKC, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Licenses, and no event has occurred which permits, or after notice or lapse of time or both would permit, the revocation, cancellation or rescission of any of the FCC Licenses. JIKC has no knowledge of any protests, applications, or proceedings of any kind, whether pending or threatened before the FCC or other authority, which might adversely affect the Stations or JIKC's ability to assign the FCC Licenses to CSN. There is not now issued or outstanding, or to the knowledge of JIKC, pending or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against JIKC with respect to the Stations. To the knowledge of JIKC, the Stations are not causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility and JIKC has not received any complaints with respect thereto, and no other broadcast station or communications facility is causing interference in violation of FCC rules to the transmissions of the Stations or the public's reception of such transmissions.

(d) Absence of Conflicting Agreements or Required Consents. The execution, delivery and consummation of this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the Certificate of Incorporation or By-Laws of JIKC or any agreement or instrument to which JIKC is now a party or otherwise subject. The execution, delivery and performance of this Agreement by JIKC will not: (i) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which JIKC is subject or to which any of the Purchased Assets may be subject or

(ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Purchased Assets.

(e) Title of Assets. JIKC has, and on the Closing Date will have, good, valid, marketable and legal title to all of the Purchased Assets, none of which is or will be subject to any security interest, mortgage, pledge, lien, conditional sales agreement or other claim, encumbrance or charge of any nature whatsoever, and the instruments to be executed by JIKC and delivered to CSN at the Closing shall deliver good and marketable title to the Assets.

(f) Site Lease; Consent to Assignment. The Site Lease is in full force and effect, and enforceable in accordance with its terms; no party thereto is in breach, and no claim of breach has been made. Exhibit C contains a true and complete copy of the Site Lease. The Site Lease may be assigned to CSN pursuant to the terms thereof, and all necessary consents to such assignment by the parties thereto have been, or by the Closing Date will be, obtained in writing by JIKC and conveyed to CSN in form and substance reasonably satisfactory to CSN.

(g) Litigation. There are no claims, actions, suits, proceedings, disputes or investigations pending or, to the knowledge of JIKC threatened, before any court or governmental or regulatory authority, or before any arbitrator of any nature, brought by or against JIKC or the Stations, which might result in any material adverse effect upon the assets or operations (financial or otherwise) of the Stations or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement. JIKC knows of no basis for any such claim, action, suit, proceeding, dispute or investigation.

(h) Debts, Liens and Consents. JIKC is and will be solely responsible for all debts, taxes, impositions or obligations imposed or arising by reason of JIKC's ownership of the Purchased Assets and the operation of the Stations prior to the Closing. Any debts or obligations which have given or may give rise to liens against the Purchased Assets shall be discharged by JIKC on or before the Closing. No consent, approval, authorization or order of (or registration or filing with) any governmental authority, lending institution or other third party is required in connection with the execution, delivery or performance by JIKC of this Agreement or in connection with the transactions contemplated hereby (including transfer of any or all of the Assets), except for the FCC consent and the consent of the lessors with respect to the Site Leases.

(i) Normal Operation of the Stations. JIKC is now operating and on the Closing Date will be operating the transmission facilities of the Stations in material compliance with the applicable technical rules of the FCC. Between the date of this Agreement and the Closing Date, JIKC shall conduct the technical operations of the Stations in their normal manner, and in compliance with FCC rules and policies, and shall file with the FCC all applications and other documents required to be filed in connection with the operations of the Stations.

(j) Equipment. It is understood by the parties that CSN will be purchasing the Equipment "as is, where is" and that JIKC is making no representation or warranty with regard thereto.

(k) Tangible Property. Between the date hereof and the Closing Date none of the Purchased Assets will be sold or otherwise disposed of unless any such property is replaced by other property of equal or better quality and usefulness.

(l) Complete Disclosure. JIKC's representations and warranties in this Agreement do not contain any untrue statement of any material fact and do not omit to state any material fact required to make such representations and warranties not misleading.

9. Covenants of JIKC. Between the date hereof and the Closing Date, JIKC will

(a) Maintain all of the Equipment in its present condition, ordinary wear and tear excepted;

(b) Maintain in effect insurance coverage of the same type and coverage as that in effect on the date hereof with respect to the Purchased Assets;

(c) Notify CSN of any material litigation pending or threatened against JIKC or any material damage to or destruction of any assets included or to be included in the Purchased Assets;

(d) Obtain all necessary consents to the assignment of the Site Leases, and shall not take any action or fail to satisfy any obligation where such action or failure to act may impair the continuing force and effect of the Site Leases;

(e) Give notice to CSN of any unusual event or circumstance in the operation of the Stations prior to the Closing Date;

(f) Notify CSN of facts known to JIKC which would materially and adversely affect the future operations of the Stations by CSN in the event of the approval of the assignment of the FCC Licenses by the FCC;

(g) Permit employees, agents, contractors and other representatives of CSN to inspect the Equipment and Real Estate, during normal working hours;

(h) JIKC shall use its best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

10. Conditions Precedent to Closing by CSN. The duty of CSN to close this Agreement is, at the option of CSN, subject to compliance, at or prior to the Closing Date, with each of the following conditions:

(a) FCC Consent. The FCC's consent to the assignment of the FCC Licenses to CSN shall have been obtained without any conditions materially adverse to CSN and such consent having become a Final Order. 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 for reconsideration by the FCC on its own motion has expired.

(b) Representations and Warranties. On the Closing Date all representations and warranties of JIKC contained in this Agreement shall be true and correct in all material respects.

(c) Covenants. As of the Closing Date, all of the terms, covenants and conditions to be complied with and performed by JIKC on or prior to the Closing Date shall have been duly complied with or performed in all material respects.

(d) Adverse Proceedings. As of the Closing Date, no suit, action, claim or governmental proceeding shall have been instituted, taken or presented against JIKC which results or reasonably may result in a substantial adverse effect upon, or substantial disruption of, the operations of the Stations.

(e) Material Adverse Change. As of the Closing Date, there shall not have been any material adverse change in the Purchased Assets.

(f) Closing Documentation. On the Closing Date, JIKC shall have delivered bills of sale and assignments transferring and assigning to CSN the Purchased Assets; and JIKC shall have taken all steps necessary to put CSN in possession and operating control of such property.

(g) Licenses. On the Closing Date, JIKC shall be the holder of the FCC Licenses presently held by it and there shall not have been any material adverse modification of any of the FCC Licenses and no proceeding shall be pending, the effect of which would be to revoke, cancel, fail to renew, suspend or modify materially and adversely any of the FCC Licenses. Following Closing, the FCC Licenses shall be held by CSN.

(h) Damage to the Assets. The Purchased Assets shall not have suffered damage on account of fire, explosion or other cause of any nature which shall not have been repaired as of the Closing Date; provided that if CSN elects to waive the condition set forth in this Section 10(h) and consummate the Closing, then CSN shall be entitled to collect and receive the proceeds of any insurance payable to JIKC on account of such damages which have not been applied to the repair thereof.



(i) Site Lease Consent. JIKC shall have obtained and shall have delivered to CSN all necessary third-party consents to assignment of the Site Leases to CSN.

(j) Real Estate. CSN shall have acquired the Real Estate pursuant to its agreements with the Owner and the Mortgage Holders.

11. CSN's Representations and Warranties. CSN represents and warrants to JIKC as follows:

(a) Organization and Standing. CSN is a not-for-profit corporation in good standing under the laws of the State of California and is authorized to do business in the State of New York.

(b) Authorization. CSN has full power and authority to enter into this Agreement.

(c) Absence of Conflicting Agreements or Required Consents. The execution, delivery and consummation of this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under the Certificate of Incorporation or By-Laws of CSN or any agreement or instrument to which CSN is now a party or otherwise subject.

(d) CSN's Qualifications. CSN is aware of no facts which would cause the FCC to conclude that CSN does not possess the legal, technical, and financial qualifications to acquire the Station Licenses.

(e) Assumption of Leases and Contracts. CSN will accept, at Closing, assignment of the Site Leases.

(f) Complete Disclosure. CSN's representations and warranties in the Agreement do not contain any untrue statement of any material fact and do not omit to state any material fact required to make such representations and warranties not misleading.

12. Conditions Precedent to Closing by JIKC. The duty of JIKC to close this Agreement is, at the option of JIKC, subject to compliance, at or prior to the Closing Date, with each of the following conditions:

(a) FCC Consent. The FCC's consent to the assignment of the FCC Licenses to CSN shall have been obtained without any conditions materially adverse to JIKC.

(b) Performance by CSN. CSN shall have performed in all material respects the undertakings and agreements of CSN to be performed hereunder on or before the Closing Date.

13. Indemnification. JIKC will defend, indemnify and hold CSN harmless from and against any and all losses, liability, damages, costs, or expenses incurred by CSN (including reasonable attorneys' fees) payable from, arising out of, or incurred as a result of (i) any breach of a representation or warranty made by JIKC in this Agreement; (ii) any failure by JIKC to perform or fulfill any of its covenants or agreements set forth in this Agreement; and (iii) any obligation or liability that has not been assumed herein by CSN. CSN will defend, indemnify and hold JIKC harmless from and against any and all losses, liability, damages, costs, or expenses incurred by JIKC (including reasonable attorneys' fees) payable from, arising out of, or incurred as a result of (i) CSN's failure to discharge its obligations under the Site Leases; and (ii) any obligation or liability arising out of CSN's operation of the Stations after the Closing.

14. Survival of Representations and Warranties. The representations, warranties and agreements made by each party hereto shall survive the Closing and shall be fully enforceable at law or in equity against such party and its successors and assigns by the other party and its successors and assigns for a period of one (1) year after the Closing. Any investigation at any time made by or on behalf of (or any disclosure to) either party hereto shall not diminish in any respect whatsoever its right to rely on the representations and warranties of the other party hereto.

15. Termination.

(a) This Agreement may be terminated by either party upon written notice to other party if (1) the consent of the FCC to the assignment of the FCC Licenses has not been obtained within twelve (12) months after the filing of the parties' application requesting such consent, (2) if the FCC application is designated for hearing or denied by Final Order, (3) if a Petition to Deny filed with the FCC creates a substantial likelihood that there will be extended litigation before the FCC or a court of competent jurisdiction concerning the transaction contemplated by the parties or (4) if there shall be in effect any judgment decree or order that would prevent or make unlawful the Closing of this Agreement; provided, however, that the party desiring to terminate is not in breach of this Agreement at the time of such notice.

(b) In the event that either party fails to comply with any material term or obligation or breaches any representation or warranty contained in this Agreement in any material respect and does not cure such failure within twenty (20) days of receiving written notice from the other party, then the non-breaching party may at its option, by written notice to the breaching party, terminate this Agreement without further obligation or liability; provided, however, that the terminating party is not in material breach of this Agreement at the time of such notice.

16. Specific Performance. CSN and JIKC agree that the FCC Licenses are unique properties and that there is no adequate remedy at law for damage which CSN might sustain upon a failure by the JIKC to consummate this Agreement in accordance with its terms. Accordingly, CSN is entitled to the remedy of specific performance to enforce such consummation upon and subject to the terms and conditions provided in this Agreement, in

addition to whatever other remedies may be available to it at law or equity as a consequence of such failure, without posting bond or other surety for such equitable relief.

17. Instruments of Conveyance.

(a) At the Closing, JIKC shall deliver to CSN:

- (1) An assignment of the FCC Licenses;
- (2) Bills of sale sufficient to place CSN in actual possession of the Equipment;
- (3) Assignment of the Site Lease; and
- (4) A certificate dated the Closing Date executed by a duly authorized officer of JIKC certifying that the conditions set forth in 10 hereof have been satisfied in all material respects.

(b) At the Closing, CSN shall deliver to JIKC:

- (1) Ten Thousand Dollars (\$10,000.00), comprised of the Deposit and an additional Five Thousand Dollars;
- (2) The Promissory Note executed by a duly authorized representative of CSN;
- (3) The Security Agreement and Mortgage, each executed by a duly authorized representative of CSN; and other documents reasonably supplied by JIKC to perfect its security interest in the assets covered by the Security Agreement and Mortgage; and
- (4) A certificate dated the Closing Date executed by a duly authorized representative of CSN certifying that the conditions set forth in Section 12 hereof have been satisfied in all material respects.

18. Broker's Commissions. Each party hereto represents and warrants to the other that there are no commissions due to any person growing out of this Agreement, and that neither it nor any party acting on its behalf has agreed to pay any other person or entity a commission, finder's fee or similar payment in regard to this Agreement or any matter related hereto or has taken any action on which a claim for any such payment could be based.

19. Notice. All necessary notices, demands and requests shall be deemed duly given upon receipt, if mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed to the following (or to a substituted address as to which the other party has been notified consistent with the provisions of this Section).

If to CSN:

CSN International  
c/o Jeff Smith, Vice President  
3232 W. MacArthur Blvd.  
Santa Ana, CA 92704

If to JIKC:

Jesus is King Communications, Inc.  
c/o Randall Terry  
902 Route 79 South  
Windsor, NY 13865

20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated and supersedes all prior negotiations and agreements between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound, except that the attorney for either party hereto may bind his client in writing as to a change in the Closing Date.

21. No Waiver. No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

22. Assignment. This Agreement may not be assigned by a party absent the prior written consent of the other party.

23. Binding Upon Successors. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

25. Attorneys' Fees. In the event either party institutes litigation to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to the award of such reasonable attorneys' fees and court costs as may be fixed and determined by a court of competent jurisdiction.

26. Counterparts; Effective Date. This Agreement may be executed in counterpart, each of which shall be deemed an original. This Agreement will become effective on the later of the dates on which it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

CSN INTERNATIONAL

JESUS IS KING COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF  
PROMISSORY NOTE

\$ 57,000.00

[closing date]  
Santa Ana, California

FOR VALUE RECEIVED and pursuant to that certain Asset Purchase Agreement of June , 2002 ("Agreement"), by and between CSN International ("CSN") and Educational Jesus is King Communications, Inc. ("JIKC") CSN hereby promises to pay JIKC the principal sum of Fifty-Seven Thousand and 00/100 Dollars (\$57,000.00), as follows:

(a) Ten Thousand Dollars (\$10,000.00), to be paid [one month after the date of the note];

(d) Forty-Seven Thousand Dollars (\$47,000.00), in fourteen (14) equal monthly payments of Three Thousand One Hundred Thirty-Three and 33/100 Dollars (\$3133.33) each and a payment in the fifteenth (15th) month of Three Thousand One Hundred Thirty-Three and 38/100 Dollars (\$3,133.38), commencing [two months after the date of the note]; and

The obligation represented by this Promissory Note is secured by a Security Agreement that establishes a lien on all of the equipment and other tangible assets (but not the FCC Licenses) used for the broadcast operations of the Stations acquired by CSN pursuant to the Agreement, a copy of which Security Agreement is attached hereto as Attachment A.

Unless otherwise designated in writing by JIKC, payment under this Promissory Note shall be made to JIKC c/o Randall Terry at the following address:

Mr. Randall Terry  
P.O. Box 600  
Windsor, NY 13865

The principal amount of this Promissory Note shall be and become immediately due and payable upon the occurrence of any of the following events:

(a) The filing by CSN of a voluntary pleading seeking a declaration of bankruptcy or a reorganization, arrangement, readjustment of debts, or other relief under the Federal Bankruptcy Act, or CSN's making of a written, general assignment for the benefit of creditors, or express admission in a writing delivered to JIKC of an inability to pay its debts as they mature; or

(b) CSN's uncured failure to make monthly payments under the Promissory Note for three (3) consecutive months; provided, however, that CSN will have the right to cure such default by paying the sums due within thirty (30) days after having received written notice of default from JIKC.

No delay on the part of the holder of this Promissory Note in the exercise of any power or right under this Promissory Note shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

Neither CSN nor JIKC may assign this Promissory Note absent the prior written consent of the other. All of the covenants, stipulations, promises and agreements in this Promissory Note made by CSN shall in any event bind its successors and assigns.

Should the indebtedness represented by this Promissory Note or any part thereof be collected at law or in equity or through any bankruptcy, receivership, probate or other court proceedings or if this Promissory Note is placed in the hands of attorneys for collection after default, CSN shall pay in addition to all other amounts due and payable under this Promissory Note all reasonable costs of enforcement and collection of this Promissory Note, including reasonable attorney's fees.

This Promissory Note shall be governed by and construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, CSN has executed this Promissory Note on this \_\_\_\_th day of \_\_\_\_\_, 2002.

CSN INTERNATIONAL

By: \_\_\_\_\_  
Vice President

FORM OF  
SECURITY AGREEMENT

This Security Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between CSN International ("CSN") and Jesus is King Communications, Inc. ("JIKC"):

WITNESSETH

WHEREAS, CSN and JIKC have entered into an Asset Purchase Agreement ("Agreement") effective as of \_\_\_\_\_, 2002 (the "Agreement") regarding the tangible assets of FM Station WIFF(FM) and FM translator W285DI, Binghamton, New York (the "Stations"); and

WHEREAS, closing on the transaction contemplated in the Agreement has taken place on the date hereof; and

WHEREAS, pursuant to said Agreement, CSN has agreed to secure a Promissory Note of even date lien herewith in the principal amount of Fifty-Seven Thousand Dollars (\$57,000.00) (the "Note") via a lien on all of the equipment and other tangible assets (but not the FCC Licenses) used for the broadcast operations of the Stations;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound agree as follows:

1. CSN hereby grants to JIKC title to and a security interest in and to all of the tangible personal property of CSN which is used exclusively in connection with the operation of the Stations, including but not limited to the equipment identified in the attached listing, together with all additions to and replacements of such property (the "Collateral");
2. The security interest granted hereby is to secure the payment and performance of the CSN's obligations under the Agreement by and between JIKC and CSN and the payments due pursuant to CSN's Note payable to the order of JIKC of even date herewith in the principal amount of \$57,000.00. This Security Agreement also secures all advances, charges, costs and expenses, including but not limited to reasonable attorneys fees, which JIKC incurs in validly exercising or enforcing any right, power or remedy conferred by this Security Agreement, the Agreement, and the Note for which the Collateral provided for hereunder is security.
3. Until default under the terms of the Note, CSN may have possession of the Collateral and use the same in any lawful manner not inconsistent with this Security Agreement or with any policy of insurance of any of the Collateral. Until Default, CSN may dispose of any of the Collateral in the normal course of its business operations; any assets that are acquired after the



date of this Security Agreement and exclusively used in connection with the operations of the Stations will become part of the Collateral upon acquisition.

4. In the event of default and upon the provision of written notice to CSN at least fifteen (15) business days in advance (or such longer period if required by law), JIKC may proceed to enforce the security interest according to law; provided, however that in no event shall JIKC have any obligation to proceed against Collateral or against any persons, firm or entity in order to enforce JIKC's rights. This Security Agreement gives JIKC no control nor rights to operate the Stations.

5. It is further agreed that upon default by the CSN and the sale of Collateral under the power given to JIKC under Section 4 hereof, JIKC may bid on the sale, or make a purchase of Collateral, or any part thereof.

6. No delay or failure on the part of the JIKC in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the JIKC of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

7. All necessary notices, demands and requests required or permitted to be given under the provisions of this Security Agreement shall be deemed duly given upon receipt if mailed by certified or registered mail, postage prepaid, or by overnight courier service and addressed as follows (or to a substituted address as to which the other party has been notified consistent with the provisions of this Section).

(a) If to JIKC:

Jesus is King Communications, Inc.  
c/o Randall Terry  
902 Route 79 South  
Windsor, NY 13865

(b) If to CSN:

CSN International  
c/o Jeff Smith, Vice President  
3232 W. MacArthur Blvd.  
Santa Ana, CA 92704

8. Neither CSN nor JIKC may assign this Security Agreement absent the prior written consent of the other.

9. This Security Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and first above written.

JESUS IS KING  
COMMUNICATIONS, INC.

CSN INTERNATIONAL

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice President