

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of July 28, 2005 (this “*Agreement*”), by and between AGAPE SCHOOL, INC. an Ohio corporation, (“*Seller*”), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation (“*Buyer*”).

WITNESSETH:

WHEREAS, Seller is the licensee of radio station WCVJ(FM), Jefferson, Ohio (Channel 215, 90.9 MHz) (the “*Station*”) pursuant to authorizations (the “*FCC Authorizations*”) issued by the Federal Communications Commission (the “*FCC*”); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain of the assets owned or leased by Seller and used in connection with the operation of the Station.

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.

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, those assets, properties, interests and rights of Seller set forth below, which are owned by Seller and used or useful in connection with the operation of the Station (the “*Assets*”):

(i) Certain of Seller’s equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property used or useful in the conduct of the broadcast operations of the Station and such items located at the Station’s tower site property (the “*Tangible Personal Property*”), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, as set forth on Schedule 1 hereto;

(ii) All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the “*Licenses*”), issued by the FCC, the Federal Aviation Administration (the “*FAA*”), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station, including without limitation, those set forth on Schedule 2 hereto;

(iii) All of Seller’s right, title and interest in and to the leasehold interests in real property (the “*Real Property Lease*”) used as the current tower facility for the Station (the “*Tower Site Property*”), as identified on Schedule 3 hereto; and

(iv) All of Seller’s logs, books, files, data, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of the Station, including without limitation all electronic data processing

files and systems, FCC filings and all presently existing records required by the FCC to be kept by the Station; and

(v) Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the Station call letters and any variation thereof) used in connection with the operation of the Station and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("*Liens*"), other than for taxes not yet due and payable ("*Permitted Liens*"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "*Retained Liabilities*." Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station's employees.

(c) The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "*Excluded Assets*"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, third party leases (excluding the Real Property lease identified on Schedule 3 hereto), and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(iv) All deposits and all prepaid expenses and taxes;

(v) Seller's corporate records; and

(vi) Any items of personal property located at the Station's current studio and not used in the Station's broadcast operations.

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing as follows:

(i) On the Closing Date, Buyer shall pay to Seller, by wire transfer of immediately available funds, the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000);

(ii) On the Closing Date, Buyer shall execute and deliver to Seller a promissory note substantially in the form attached hereto as Exhibit B (the "Note") in the aggregate principal amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000). The principal of and interest on the Note shall be amortized as if payable over a term of eighty four (84) months. The loan evidenced by the Note shall bear interest at the rate of five and one half percent (5.50%) per annum. Buyer shall pay monthly, in arrears, installments of principal and interest in the amount of \$6,107.27 each month, commencing on the 30th day after the Closing Date, and continuing on the same calendar day of each succeeding month. If any payment date shall be a day that is not a regular business day, then payment shall be due on the next regular business day thereafter. Buyer may prepay all or any portion of the principal of the Note from time to time without penalty. During the period in which payments under the Note remain outstanding, Buyer agrees not to change the Station call letters; and

(iii) To secure Buyer's payment obligations under the Note, Buyer shall execute and deliver to Seller on the Closing Date a Security Agreement substantially in the form of Exhibit C hereto (the "Security Agreement") granting a first priority security interest in the Assets conveyed to Buyer hereunder (excluding the Licenses, but including the proceeds of sale thereof).

(b) Concurrently with the execution of this Agreement, Buyer has delivered to WashingtonFirst Bank (the "Escrow Agent") the sum of Thirty Thousand Dollars (\$30,000) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(c) The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees (if any), real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. On the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

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

(a) Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the “Assignment Application”) requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the “FCC Consent”) at a date not later than five (5) business days after the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. Each party shall bear one half the cost of the Assignment Application fee payable to the FCC, but shall otherwise be responsible for all of its own costs with respect thereto.

(b) Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC’s “main studio” rules, such waiver to be effective on or after the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer’s expense, and Seller’s covenant of cooperation shall be satisfied by prompt delivery of the signed statement required under Section 73.3517 of the FCC rules or any similar successor rule or provision.

4. **Closing Date; Closing Place.** The closing (the “Closing”) of the transactions contemplated by this Agreement shall occur ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) (the “Closing Date”) and the other conditions to closing set forth in Section 8 have either been waived or satisfied. Seller shall notify Buyer in writing upon consummation of the abovementioned purchase. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application that 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 at the offices of Buyer’s counsel or by mail, as the Parties may agree.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller 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.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller’s articles of incorporation, by-laws or other similar organizational documents, (ii) 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 relating

to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller that shall be transferred to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. The assets listed in Schedule 1 hereto include all of the material tangible personal property necessary to conduct the broadcast operations of the Station as now conducted. Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC and FAA, and (iv) to Seller's best knowledge, does not contain any PCBs. For purposes of this Section, material Tangible Property shall be such property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. Except as set forth in Schedule 2, Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the "*Communications Laws*"), including that the Station is transmitting at no less than 90% of its authorized power. The Station is not short spaced to any other station and, to Seller's knowledge, is not transmitting or receiving any objectionable interference to or from any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and, to Seller's knowledge, such file complies with the Communications Laws.

(e) Myron Hubler and Sarah Hubler, husband and wife, as tenants by the entirety, own in fee simple ownership real property upon which the Station tower facility is located. Seller has a valid leasehold interest in the Real Property Lease described on Schedule 3, free and

clear of all liens, mortgages, pledges, covenants, restrictions, leases, charges, or other claims or encumbrances of any nature whatsoever, and no party is in material breach or default with respect to the Real Property Lease. There is full legal and practical access to the Tower Site Property and all utilities necessary for Buyer's use of the Tower Site Property as a radio tower facility are installed and are in good working order, and, to Seller's knowledge, are subject to valid easements, where necessary. To Seller's knowledge, the buildings, towers, guys and other fixtures situated on the Tower Site Property, are free of structural defects and, are suitable for their intended uses, and are in a good state of maintenance and repair (ordinary wear and tear excepted).

(f) The existing tower used in the operation of the Station is obstruction marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. The Station tower is properly registered by the tower owner with the FCC. To Seller's knowledge, the operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below).

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer has no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) Other than John Pierce & Company, LLC, whose broker fees will be paid by Buyer, there is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(j) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Station or could affect any of the Assets. Seller, with respect to the Station, has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(k) All of the Assets that are insurable in character are insured against loss, injury or damage to the full extent of their replacement value.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest,

penalties, deficiencies and losses required to be paid. To Seller's knowledge, no event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) To the best of Seller's knowledge, it has complied and currently is in compliance in all material respects with, and to Seller's knowledge the Tower Site Property is in material compliance with, all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials (as defined herein), or toxic substances, or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect ("Environmental Laws").

As used herein, the term "*Hazardous Materials*" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). To Seller's knowledge, there are no underground storage tanks located on the Tower Site Property. To Seller's knowledge there are not now, nor have there previously been, any other facilities on, under, or at the Tower Site Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require clean up, removal or some other remedial action under the Environmental Laws.

(n) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is authorized to do business as a foreign corporation in Ohio, and has the requisite power and authority to own, lease and operate its properties.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to

authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective 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) The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) 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, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Buyer is legally, financially and technically qualified to acquire and become the licensee of the Station.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) Other than John Pierce & Company, LLC whose broker fees will be paid by Buyer, there is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

(g) No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller to the best of Buyer's knowledge.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such property which

shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC, or if from any other party directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Station's facilities without Buyer's prior written consent, and Seller shall take all actions necessary to keep the Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect.

(c) In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(d) Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(e) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any new Lien on the Assets.

(f) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any problems or developments which materially affect the Station or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

(g) Seller shall comply in all material respects with all federal, state and local laws, rules and regulations.

(h) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller shall use its respective best efforts to cure the event as expeditiously as possible.

(i) Seller shall obtain consent and an estoppel certificate from the landlord of the Real Property Lease, identifying the lease and any amendments or modifications thereto, the term of the lease and the amount of the monthly payments due thereunder, and containing the

landlord's certification that such lease is in full force and effect and that there are no uncured defaults with respect to the lease.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have become a Final Order;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceedings; and

(vi) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, the Buyer, as appropriate, shall use its best efforts to cure the event as expeditiously as possible.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have become a Final Order;

(iv) The Licenses shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such Licenses, or any pending, issued or outstanding order by or before the FCC, or of any

investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller;

(v) Other than those presently existing Liens that are to be satisfied at Closing by Seller out of the cash proceeds of this transaction, there shall not be any Liens on the Assets or any financing statements of record other than those created by Buyer in favor of Seller or Permitted Liens, and Seller shall have delivered to Buyer lien search reports, in form and substance satisfactory to Buyer and dated no earlier than thirty (30) days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at Secretary of State offices of the State of Ohio and in the County Clerk's Office of each county in which the Assets are located;

(vi) Seller shall have obtained any necessary consent referenced in Section 7(i) above;

(vii) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(viii) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19; and

(ix) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

9. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) An Assignment and Assumption of the Real Property Lease, executed by Seller;

(iv) Estoppel Certificates and third party consents referenced in Section 7(i)

(v) The Security Agreement duly executed by Seller;

(vi) Certified copies of the resolutions of the Board of Trustees of Seller authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

(vii) A certificate, dated the Closing Date, executed by the President of Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(viii) A certificate of existence or good standing for Seller from the State of Ohio;

(ix) A joint notice to the Escrow Agent;

(x) Payoff letters and UCC-3 termination statements with respect to any lien of record shown on the reports delivered pursuant to Section 8(b)(v) hereof; and

(xi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The payments to be made pursuant to Section 2(a) hereof and the Note and the Security Agreement duly executed by Buyer;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) An Assignment and Assumption of the Real Property Lease, executed by Buyer;

(iv) UCC-1 Financing Statement(s), each in form and substance satisfactory to Seller and Seller's counsel, establishing Seller's security interests as set forth in the Security Agreement;

(v) A joint notice to Escrow Agent;

(vi) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the consummation of the transactions contemplated hereby and thereby;

(vii) A certificate, dated the Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;

(viii) A certificate of existence or good standing for Buyer from the Secretary of State of California and a certificate of authority to do business as a foreign corporation in Ohio; and

(ix) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Seller and their counsel.

10. **Indemnification.**

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its or her representations or warranties that survive the Closing; or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is two (2) years after the Closing Date.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, 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 denied by the FCC and such denial shall have become a 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 twelve (12) months after the date hereof.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be delivery of the Earnest Money Deposit, including all interest earned thereon, from the Escrow Agent, as liquidated damages. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, including all interest earned thereon, and Buyer may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and thereafter neither party shall have any further obligation to the other under this Agreement.

12. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. **Confidentiality.**

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial

advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

14. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Agape School, Inc.
4422 Lenox – New Lyme Rd.
Jefferson, OH 44047
Attn: Myron J. Hubler, Jr., Chairman

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

Matthew H. McCormick
Reddy, Begley & McCormick LLP
1156 15th Street, NW, Suite 610

Washington, DC 2005-1770

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Richard Jenkins, President

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

David D. Oxenford, Esq.
Shaw Pittman LLP
2300 N Street, NW
Washington, D.C. 20037

15. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the choice of law principles thereof.

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **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. This Agreement may be executed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

18. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The FCC filing fees relating to the Assignment Application shall be shared equally between Buyer, on the one hand, and Seller, on the other hand. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid according to local custom.

19. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than Twenty-Five Thousand Dollars (\$25,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Twenty-Five Thousand Dollars (\$25,000), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller. Should the Station (i) not operate for a period in excess of seventy two (72) consecutive hours or (ii) not operate with full licensed facilities for a period of thirty (30) consecutive days, or should the Station be operating at less than 90% of its fully authorized power as of the scheduled Closing Date and it is reasonably expected that either condition set forth in clause (i) or (ii) of this sentence would be satisfied but for the occurrence of the originally scheduled Closing Date, Buyer may either elect to terminate this Agreement without penalty upon written notice to Seller or postpone the Closing for a period of up to sixty (60) days while Seller attempts to cure the condition described in the preceding sentence of this Section 19.

20. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

21. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Seller:

ACAPE SCHOOL, INC.



By: 

Name: Myron J. Hubler, Jr.

Title: Chairman and Treasurer

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By:

Richard Jenkins, President

SCHEDULE 1

Tangible Personal Property

- 1 Rohn tower (FCC Antenna Structure Registration Number 1043570), including obstruction lighting.
- 2 Three-bay antenna and coaxial cable,
- 3 Two QEI transmitters,
- 4 Omnia processor, and
- 5 Satellite dish (three meters).
6. QEI Transparent Plus Type 695 FM Exciter
7. QEI Quantum 300E Advanced High Power FM Exciter
8. QEI Automatic Remote Model ARC-27 (not installed)
9. Transmitter Building

Seller notes that the tower was relamped in May 2005. Dedicated electric power and telephone lines are installed at the transmitter building.

REAL PROPERTY LEASE

This LEASE AGREEMENT (the "Lease") is made this 28th day of July, 2005 by and between MYRON J. HUBLER, JR. AND SARAH HUBLER, husband and wife, as Tenants by the Entirety (hereafter referred to as "Landlord"), and AGAPE SCHOOL, INC, an Ohio nonprofit corporation (hereafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a certain parcel of land, approximately 71.73 acres in size, located in the vicinity of Jefferson, Ohio, upon which are located the tower (identified by FCC Antenna Structure Registration Number 1043570), the transmitter building and related improvements, all of which are owned by the Tenant and used in the operation of Broadcast Station WCVJ (FM), Jefferson, Ohio (FCC Facility Identification Number 612) (the "Station");

WHEREAS, the portion of the above-referenced parcel upon which the Station's facilities are located, which portion is hereinafter referred to as the "Premises," is depicted on Exhibit A hereto;

WHEREAS, Tenant owns and operates and is the licensee of the Station and desires to enter into this lease agreement for the Premises with Landlord to ensure continued use of the Premises in order to transmit the Station's signal; and

NOW THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

ARTICLE ONE

1.01 Leased Premises. Landlord, for and in consideration of the rent, covenants and agreements contained in this Lease, hereby leases the Premises to Tenant, including unrestricted right of ingress and egress thereto, and Tenant hereby leases the Premises from Landlord. Landlord retains all mineral rights with respect to the Premises.

ARTICLE TWO

2.01 Term. The term of this Lease shall commence on the date hereof (the "Commencement Date") and terminate on the date that is ten (10) years from the Commencement Date (the "Initial Term"), unless sooner terminated pursuant to the terms of this Agreement, provided, however, that Tenant has the option to extend the term of this Lease for four additional terms of ten (10) years (each a "Renewal Term") upon written notice to Landlord on or before the date which is ninety (90) days before the expiration of the Initial Term and each Renewal Term, if any. The Initial Term and the Renewal Term, if any, shall be collectively referred to herein as the Term.

ARTICLE THREE

3.01 Rent. Tenant shall pay to Landlord as basic annual rent, without deduction, set-off, prior notice or demand, the sum of Four Thousand Dollars (\$4000) per annum, which sum is subject to upward adjustment as provided in Section 3.02 below, in advance on the first day of the calendar year, commencing on the Commencement Date and continuing during the Term. Landlord shall also be entitled to 25% of any income generated by any Tenant sublease of the Premises to a third party, payable annually in arrears. All rent shall be paid to Landlord at the address to which notices to Landlord are given, or to such other person or such other place as directed from time to time by written notice to Tenant from Landlord.

3.02. Rent Increase in the Renewal Term. At the commencement of each Renewal Term, the basic annual rent provided for in Section 3.01 above shall increase by twenty-five percent (25%).

3.03 Holding Over. If Tenant holds over the Premises or any part of the Premises after expiration of the Term, the holding over will constitute a month to month tenancy, at a rent equal to the adjusted basic annual rent in effect immediately prior to the holding over, plus fifty per cent (50%) of such amount.

ARTICLE FOUR

4.01 Use of the premises. Tenant is authorized to transmit the Station's FM broadcast signal, to locate and operate the existing FM tower and related facilities, including structures to house Tenant's transmitter and related equipment, and to conduct related broadcast operations on the Premises, including any and all operations, maintenance, repair, alteration or replacement of structures, facilities, improvements or equipment, and construction of new structures, facilities or improvements located on the Premises, in each case as related to the Station's broadcast operations. Any and all construction, repair or maintenance conducted by Tenant or its agents on the Premises shall be performed in a good and workmanlike manner, and in compliance with all applicable laws. Construction of any new improvements on the Premises shall not be undertaken without the written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall conduct all broadcast operations in material compliance with the rules and regulations of the Federal Communications Commission. Landlord may also make use of the land within the Premises (but not the Tenant's tower, transmitter building or other improvements) for any purpose, provided, however, that such use by the Landlord will not in any way interfere with Tenant's use of the Premises or cause any harm to Tenant's improvements or broadcast equipment.

4.02 Prohibited Uses. Tenant shall not use or permit the Premises or any portion of the Premises to be improved, developed, used or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state or local government agency, body or entity.

4.02 Ownership of Personal Property; Restoration of Premises. All equipment, structures, improvements and fixtures of any nature constructed or installed by Tenant on the Premises,

specifically including the tower and any building or other improvement, shall remain the personal property of Tenant and shall be removed therefrom by Tenant at the completion of the Term of this Lease. Tenant shall repair any damage caused by the removal and leave the Premises in clean and graded condition. If Tenant fails to remove its property from the Premises at the conclusion of the Term, Landlord may remove and dispose of such property at Tenant's expense.

ARTICLE FIVE

5.01 Governmental Approvals. Tenant shall be responsible for and shall maintain all necessary governmental approvals, including, but not limited to, zoning and building permits and certificates of occupancy.

ARTICLE SIX

6.01 Additional rent. Tenant shall pay all personal property taxes assessed against its equipment and improvements on the Premises. In the event Tenant fails to pay such taxes as they become due, unless Tenant has disputed such charges in good faith and is diligently prosecuting such dispute, Landlord may pay the overdue taxes and charge such expenses to Tenant as additional rent. Such additional rent shall become due and payable on the first day of the month after which the Landlord has paid any such overdue taxes. At Landlord's request, Tenant shall provide Landlord with proof of payment of taxes (or that Tenant is disputing any such taxes in good faith) within thirty (30) days after the last day on which such taxes may be paid without penalty.

ARTICLE SEVEN

7.01 Insurance.

(a) Tenant shall maintain casualty insurance on all Tenant improvements at the Premises for the benefit of Landlord and Tenant, in an amount sufficient to reconstruct all such improvements. Tenant shall maintain public liability insurance on the Premises in at least the amount of \$1,000,000 per claim. In each case, Landlord shall be named as an additional insured on all such policies. Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Tenant shall use commercially reasonable efforts to secure a provision in each policy of insurance requiring that at least thirty (30) days' written notice be given to Landlord by the insurance carrier prior to cancellation of any policy. In the event Tenant fails to secure such insurance, Landlord may obtain the same and charge the premiums to Tenant as additional rent, which shall be due and payable on the first day of the month after which Landlord has paid such premiums.

(b) Tenant shall require that any contractor engaged by Tenant to perform services on the Premises shall be licensed, bonded, and insured in at least the amounts set out above. Landlord and Tenant shall be named as additional insured parties.

ARTICLE EIGHT

8.01 Mortgages and Liens. Tenant may grant a leasehold mortgage or deed of trust in or collateral assignment of the Lease to its senior lender. Such lien shall be, at all times, subordinate to the ownership rights of Landlord. Tenant may not grant or suffer any other liens upon the premises (except for taxes not yet due and payable) without the express written consent of Landlord. Tenant may record a memorandum of lease in customary form, and Landlord shall execute same.

8.02 Landlord's Mortgage. In any mortgage which Landlord may now or hereafter place against the premises, Tenant agrees that its interest shall be subordinate. Tenant shall execute any documents reasonably required by Landlord to evidence such subordination.

8.03 Other Liens. At all times during the Term, the Tenant shall keep the Premises and all improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. Should Tenant fail to pay and discharge or cause the Premises to be released from any such lien or claim within thirty (30) days after notice to Tenant of written request by Landlord to do so, Landlord may pay, adjust, compromise or discharge any such lien or claim of lien on any terms and in any manner that Landlord may deem appropriate, and any such payment shall be deemed additional rent hereunder due and payable by Tenant on the first day of the first month following invoice for such payment from Landlord.

ARTICLE NINE

9.01 Eminent domain.

(a) If the whole or part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose to the extent that Tenant's operations can not reasonably continue on the remaining portion of the Premises, then, in that event, the term of this Lease shall cease, and the Lease shall terminate from the date on which title vests in the applicable governmental authority.

(b) Any award to Landlord for condemnation shall be paid first to Tenant, to the extent required to satisfy Tenant's reasonable and necessary costs of relocating the Station's broadcast tower facilities, related structures and equipment, either within the Premises or to another site, including any increased rental amount payable under a new ground lease at another location for the remainder of the then current Initial Term or Renewal Term. The balance of the award shall belong to Landlord.

ARTICLE TEN

10.1 Destruction by casualty.

(a) In the event that the Tenant's property shall be substantially destroyed by casualty, Tenant shall not be required to rebuild. Instead, Tenant may elect, within sixty (60) days after the

date of loss, to terminate this Lease. In that event, all proceeds from Tenant's insurance shall belong to Tenant, provided, that Tenant shall be responsible and shall use such proceeds first to restore the Premises to the condition required at the time of termination of the Lease pursuant to Section 4.2 hereof. In the event of a complete loss and termination of the Lease, the rent shall cease to be payable as of the date of loss.

(b) If the Tenant's facilities are only partially destroyed, Tenant shall promptly reconstruct the damaged facilities to their condition immediately prior to the casualty event. Tenant shall obtain all required governmental approvals in connection therewith. Reconstruction shall be commenced promptly and be completed within one hundred eighty days of the date of loss. In the event of a partial loss, the rent shall be reduced by a mutually agreed percentage representing the approximate degree of loss to Tenant's facilities and to its operations.

ARTICLE ELEVEN

11.1 Events of Default.

The following shall be events of default (an "Event of Default") on the part of Tenant under the terms of this Lease:

- (a) failure to pay base rent or additional rent when due;
- (b) failure to comply with any law, regulation, policy or order of any lawful governmental authority (unless contested diligently and in good faith by Tenant);
- (c) failure to comply with any other material duty or obligation contained herein;
- (d) vacating or abandoning the Premises; or
- (e) If there shall have a petition in bankruptcy (voluntary or involuntary) filed with respect to Tenant, or Tenant shall make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts, or a receiver shall be appointed to manage its affairs.

If an Event of Default has occurred, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have ten (10) days from the receipt of notice to cure a default in rent payment. Tenant shall be entitled to thirty (30) days from the receipt of notice to cure all other defaults, provided, that if Tenant is diligently pursuing a cure for any such non-payment default, Tenant shall be given such further time to cure the default as is reasonable under the circumstances.

11.2 Landlord's Remedies. Landlord's remedies in an Event of Default shall include any remedy permitted in law or in equity under Ohio law, expressly including the right to terminate this Lease.

ARTICLE TWELVE

12.1 Assignment. Tenant shall not assign its rights or obligations under this Lease to any third party without the express written consent of Landlord, which consent shall not be unreasonably withheld or delayed; provided, however, that Tenant may assign this Lease without consent but upon twenty (20) days prior notice to Landlord to: any affiliate under common ownership and control with Tenant, or any broadcaster that: (i) acquires substantially all of the assets and licenses of the Station; (ii) assumes in writing all of Tenant's obligations hereunder, and (iii) demonstrates to Landlord reasonable financial capacity to fulfill its obligations as an assignee of the Lease. If Landlord consent is required, Landlord shall notify Tenant of its decision regarding consent to assignment of the Lease within twenty (20) days of receipt of a request from Tenant, accompanied by relevant financial information as to the proposed assignee, and such consent shall be deemed given if the Landlord has not responded to such request within such twenty (20) period. Tenant shall promptly provide Landlord with a fully executed copy of any assignment and all ancillary documents pertinent thereto. Tenant may sublease the Premises, upon twenty (20) days prior notice to Landlord, to one or more radio or television broadcasters, provided that any such sublessee should be financially capable to perform its obligations under the sublease agreement (which shall contain customary provisions), and further subject to the provisions of Section 3.01 hereof.

ARTICLE THIRTEEN

13.1 Indemnification.

Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or judgments ("Damages") arising from injury to person or property sustained by anyone in and about the Premises due to any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, contractors or assignees, or for any material breach of Tenant's material obligations under the Lease. Tenant shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) ("Claims") which may be brought against Landlord because of any such above-mentioned matter. Landlord shall not be responsible or liable for any Damage with respect to any property, equipment, structure, or other improvements, or for any injury to any person or persons, at any time on the Premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, or contractors, except as may result from any grossly negligent act or failure to act or willful misconduct of Landlord or Landlord's officers, agents, servants, employees, assignees or contractors.

ARTICLE FOURTEEN

14.1 Utilities and Maintenance. Tenant shall pay all fees charged for utilities used in connection with its occupancy of the Premises, including electricity and telephone service, if and as needed for Tenant's operations on the Premises. Landlord shall grant such easements or

other access rights as are necessary to install and provide utility service to and on the Premises. Landlord shall be responsible for the maintenance of the grounds surrounding Tenant's FM tower on the leased Premises. The Tenant acknowledges that no water, sewer or septic service is available at the Premises.

ARTICLE FIFTEEN

15.1 Inspection. Landlord shall have the right to enter upon the premises at any reasonable hour to inspect for compliance with the terms of this Lease. Landlord shall provide Tenant with notice of the inspection at least forty eight hours prior to making the inspection.

ARTICLE SIXTEEN

16.1 Environmental provisions. Tenant shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities ("Environmental Laws"), and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to the use or occupancy of the Premises by Tenant, provided, that Tenant shall have the right, upon giving written notice to Landlord, to contest any obligations imposed upon Tenant pursuant to the provisions of this Section 16, and to defer compliance during the pendency of the contesting proceedings, provided that the failure of Tenant to comply will not subject Landlord to civil fine or criminal penalty. Tenant shall provide Landlord with copies of all documents served upon Tenant or his counsel, and served by Tenant or his counsel, upon the governmental authority.

ARTICLE SEVENTEEN

17.1 Trash. Tenant shall store all trash, debris and all other waste materials in a fire-proof container or as otherwise required by Environmental Laws, and in no event shall any trash, debris or waste materials be permitted to accumulate on the Premises. Tenant shall be responsible for all costs incurred in removal of trash, debris or waste from the Premises.

ARTICLE EIGHTEEN

18.1 Quiet enjoyment. Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Premises, subject, however, to Tenant's fulfillment of the covenants contained in this Lease.

ARTICLE NINETEEN

19.1 Notices. Any notice required to be given to Landlord shall be in writing and sent certified mail, return receipt requested, or by overnight express delivery service, to:

Myron J. Hubler, Jr. and Sarah Hubler .
4422 Lenox – New Lyme Rd.
Jefferson, OH 44047

Any notice required to be given to Tenant shall be in writing and sent certified mail, return receipt requested, or by overnight delivery service to:

Agape School, Inc.
4422 Lenox – New Lyme Rd.
Jefferson, OH 44047

ARTICLE TWENTY

20.1 Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

20.2 Binding Effect. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

20.3 Attorneys Fees. In any action that either party brings to enforce rights under this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and litigation expenses, to be fixed by the court.

20.4 Integration. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous representations, understanding or agreements, written or oral, with respect thereto.

20.5 Amendments. This Lease may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

20.6 Choice of Law. The provisions of this Lease shall be governed and construed under the laws of the State of Ohio.

20.7 Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope of this Lease nor the intent of any provision of this Lease.

20.8 Counterparts. This Lease may be executed in one or more counterparts, and each such counterpart signature shall be deemed an original signature hereof.

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

LANDLORD:

MYRON I. HUBLER, JR. AND SARAH
HUBLER, HUSBAND AND WIFE, AS
TENANTS BY THE ENTIRETY.

By:


Myron I. Hubler

By:


Sarah Hubler

Notary: _____

TENANT:
AGAPE SCHOOL, INC.

By: 
Myron J. Hubler, Jr. Treasurer
and Chairman

Notary: _____

7/25/05

