

## AGREEMENT

THIS AGREEMENT, by and among Life on the Way Communications, Inc., a California non-profit corporation (LWC), Association/Community Education, Inc., a California non-profit corporation (ACE), Horizon Christian Fellowship, Inc., a California non-profit corporation (HCF), and Radio Assist Ministry, Inc., an Idaho non-profit corporation (RAM);

WHEREAS, LWC holds a license granted by the Federal Communications Commission (FCC) for FM Translator Station K218CU, 91.5 MHz, Delphi, Washington, FCC Facility ID # 91155, File No. BLFT-20011226AAI (Station K218CU); and

WHEREAS, ACE holds a license granted by the FCC for FM Translator Station K211DA, 90.1 MHz, Selma, California, FCC Facility ID # 82178, File No. 19980626TD (Station K211DA); and

WHEREAS, LWC desires to assign the license and sell and convey the assets of Station K218CU to HCF, and, simultaneously, ACE desires to assign the license and sell and convey the assets of Station K211DA to LWC; and

WHEREAS, RAM has assisted in this transaction; and

WHEREAS, the parties hereto agree and understand that this Agreement is subject to the Communications Act of 1934, as amended, the Rules and Regulations of the Federal Communications Commission, and that the prior consent of the FCC is an express condition precedent to the obligations of both parties to perform hereunder:

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Station K218CU. For the consideration stated below, and subject to the conditions stated herein, LWC hereby agrees and contracts with HCF to assign all of LWC's right, title and interest in Station K218CU to HCF free and clear of all liens, encumbrances and hypothecations, together with any and all legal and engineering studies pertaining to the Station's technical facilities and related goodwill. In the event that HCF seeks to prosecute an application to the FCC for a modification of the Station's technical facilities, LWC will grant its consent as required by 47 C.F.R. 73.3517(a). The following are the assets to be assigned hereunder (collectively, the "K218CU Assets"):

- a. The license for Station K218CU as issued by the Federal Communications Commission ("FCC"), through and including its expiration date of February 1, 2006, together with any modifications thereof;

- b. All personal property used and useful in the operation of Station K218CU;
- c. With respect to the transmitter site of Station K218CU, to the extent that such exists, either (1) conveyance of the real estate in fee simple absolute or (2) an assignment of all of LWC's right, title and interest to the lease or other land use agreement, as the case may be; and
- d. The call letters "K218CU", any logs or records required by the FCC to be maintained with respect to Station K218CU, and such goodwill of Station K218CU as may exist.

2. Assignment of Station K211DA. For the consideration stated below, and subject to the conditions stated herein, ACE hereby agrees and contracts with LWC to assign all of ACE's right, title and interest in Station K211DA to LWC free and clear of all liens, encumbrances and hypothecations, together with any and all legal and engineering studies pertaining to the Station's technical facilities and related goodwill. In the event that LWC seeks to prosecute an application to the FCC for a modification of the Station's technical facilities, ACE will grant its consent as required by 47 C.F.R. 73.3517(a). The following are the assets to be assigned hereunder (collectively, the "K211DA Assets"):

- a. The license for Station K211DA as issued by the Federal Communications Commission ("FCC"), through and including its expiration date of December 1, 2005, together with any modifications thereof;
- b. All personal property used and useful in the operation of Station K211DA;
- c. With respect to the transmitter site of Station K211DA, to the extent that such exists, either (1) conveyance of the real estate in fee simple absolute or (2) an assignment of all of ACE's right, title and interest to the lease or other land use agreement, as the case may be; and
- d. The call letters "K211DA", any logs or records required by the FCC to be maintained with respect to Station K211DA, and such goodwill of Station K211DA as may exist.

3. Consideration. The following is the consideration to be provided by each of the parties hereto: (a) by LWC, the K218CU Assets; (b) by ACE, the K211DA Assets; (c) by HCF, THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) payable to RAM as follows: (i) as of the signing hereof, THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00) the receipt of which is hereby acknowledged; and (ii) as of the Closing Date (as defined below), an additional payment by cashier's check or wire transfer of TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$27,000.00); and (d) by RAM, a promissory note to the order of ACE, to be delivered on the Closing Date, in the face amount of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00), bearing interest at the rate of three percent (3%) per annum, payable in full on the first anniversary of the Closing Date or as otherwise agreed to in writing by the parties.

4. Closing. For purposes of this Agreement, the Closing Date shall be a weekday not later than the fifth (5th) business day subsequent to the date upon which the latter of the two actions of the FCC granting consent to the assignment of the licenses of Station K218CU and K211DA shall be final and no longer subject to administrative or judicial action, review, rehearing or appeal. Closing shall take place at the Law Office of Dennis J. Kelly in Washington, DC or as otherwise agreed to by the parties.

5. Conditions Precedent. The conditions precedent to the obligations and duties of all parties to perform hereunder and to consummate this Agreement are as follows: (a) that the FCC grant the FCC Form 345 application for the assignment of the Station K218CU license from LWC to HCF; and (b) that the FCC grant the FCC Form 345 application of the Station K211DA license from ACE to LWC.

6. Section 73.1150 Statement. Subsequent to Closing, all parties hereto agree and understand that: (a) LWC will not have any retained interest of any kind in Station K218CU; (b) that ACE will not have any retained interest of any kind in Station K211DA; (c) there are no agreements or understandings of any kind for LWC to retain an interest of any kind in Station K218CU or to have an option to obtain in the future an interest of any kind in Station K218CU; and (d) there are no agreements or understandings of any kind for ACE to retain an interest of any kind in Station K211DA or to have an option to obtain in the future an interest of any kind in Station K211DA.

7. Termination. This Agreement shall be deemed binding upon the parties and may not be unilaterally terminated by either party unless the FCC has not granted its consent to both Assignment Applications as of July 31, 2005. In that event, either party to this Agreement, so long as said party is not in material breach hereof, may unilaterally terminate this agreement by giving written notice of its intention to so terminate to the other.

8. No Brokers. No broker brought about this transaction.

9. Public Notices. The current licensees of Stations K218CU and K211DA shall prepare and give all public notices as are required pursuant to 47 C.F.R. §73.3580 at their own expense.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. An assignment shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of their respective obligations thereunder.

11. Governing Law; Judicial Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The judicial forum for all litigation in connection with this Agreement shall be the courts of the state of California.

12. Headings. The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to LWC:

Mr. Gary Curtis  
Life on the Way Communications, Inc.  
14820 Sherman Way  
Van Nuys, CA 91405

If to ACE:

Mr. Phil Guthrie  
Association/Community Education, Inc.  
2301 Ponderosa Drive, Suite 28  
Camarillo, CA 93010

If to HCF:

Ms. Karen Woods  
Horizon Christian Fellowship, Inc.  
5331 Mt. Alifan Drive  
San Diego, CA 92111

If to RAM:

Mr. Clark Parrish  
Radio Assist Ministry, Inc.  
Post Office Box 5459  
Twin Falls, ID 83301

With a copy to:

Dennis J. Kelly, Esquire  
Law Office of Dennis J. Kelly  
Post Office Box 41177  
Washington, DC 20018

14. Entire Agreement. The foregoing constitutes the entire and whole agreement of the parties, and may not be modified, amended or changed in any way unless in writing signed by all parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

15. Corporate Authority. All parties warrant to each other that, by their signatures below, the signatories for each party hereto possess the requisite corporate and agency authority with which to bind their respective entities, and that by their signatures below all of them agree that their respective entities are bound to perform pursuant to this Agreement in accordance with its terms.

16. Assignability. The parties hereto may assign their rights hereunder to any entity in which any of their current officers or directors is an officer and/or director.

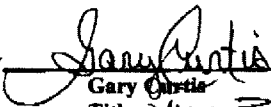
17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

[THIS SECTION INTENTIONALLY LEFT BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED  
THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

LIFE ON THE WAY COMMUNICATIONS,  
INC.

By   
Gary Curtis  
Title: Vice President

ASSOCIATION/COMMUNITY EDUCATION, INC.

By \_\_\_\_\_  
Phil Guthrie  
President

HORIZON CHRISTIAN FELLOWSHIP, INC.

By \_\_\_\_\_  
Karen Woods  
Title:

RADIO ASSIST MINISTRY, INC.

By   
Clark Parrish  
President

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED  
THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

LIVING WAY MINISTRIES, INC.

By \_\_\_\_\_  
Gary Curtis  
Title:

ASSOCIATION/COMMUNITY EDUCATION, INC.

By \_\_\_\_\_  
Phil Guthrie  
President

HORIZON CHRISTIAN FELLOWSHIP, INC.

By Karen Woods  
Karen Woods  
Title: Corporate Secretary

RADIO ASSIST MINISTRY, INC.

By \_\_\_\_\_  
Clark Parrish  
President

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LIFE ON THE WAY COMMUNICATIONS,  
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Gary Curtis  
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By  \_\_\_\_\_  
Phil Guthrie  
President

HORIZON CHRISTIAN FELLOWSHIP, INC.

By \_\_\_\_\_  
Karen Woods  
Title:

RADIO ASSIST MINISTRY, INC.

By  \_\_\_\_\_  
Clark Parrish  
President