

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 26, 2008 (this "Agreement"), by and between CORNERSTONE COMMUNITY RADIO, INC., a Florida corporation ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the permittee of a new radio station to serve Woodstock, Illinois (Channel 219, 91.7 MHz, FIN: 94208) (the "Station"), pursuant to authorization BPED-19990917MM (the "Construction Permit") 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 used or useful 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.

On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller the Construction Permit, a copy of which is set forth on Schedule 1 hereto, 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.

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Construction Permit, on the Closing Date Buyer shall pay to Seller the aggregate sum of Thirty Two Thousand Dollars (\$32,000) (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 Ten Thousand Dollars (\$10,000);

(ii) On the Closing Date, Buyer shall execute and deliver to Seller a promissory note substantially in the form attached hereto as Exhibit A (the "Note") in the aggregate principal amount of Twenty Two Thousand Dollars (\$22,000). The principal of and interest on the Note shall be amortized over a term of sixty (60) months. The loan evidenced by the Note shall bear interest at the rate of six percent (6.0%) per annum. Buyer shall pay monthly,

in arrears, installments of principal and interest in the amount of \$425.32 each, commencing on the 30th day after Closing and continuing on the same calendar day of each succeeding month. Buyer may prepay all or any portion of the principal of the Note from time to time without penalty; and

(b) Concurrently with the execution of this Agreement, Buyer has delivered WashingtonFirst Bank, (the "Escrow Agent") the sum of Five Thousand Dollars (\$5,000) 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 portion of the 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.

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 the Construction Permit (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 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.

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. 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 conducted by an exchange of documents by overnight delivery and wire transfer of funds, 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 Florida and is authorized to do business as a foreign corporation in Illinois. 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. The execution, delivery and performance of this Agreement by Seller will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(b) The Construction Permit is in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds the Construction Permit listed on Schedule 1, which is not subject to any restrictions or conditions that would limit in any material respect the operations of the 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 the Construction Permit, 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.

(c) 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.

(d) 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 non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California, and is authorized to do business as a foreign corporation in Illinois.

(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.

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 will not take any action prior to the Closing which would interfere with, impede or delay the grant of the Assignment Application or which would be inconsistent with Seller's representations, warranties and/or obligations under this Agreement and will diligently prosecute the Assignment Application

(b) Seller will not permit the Construction Permit to expire or to be surrendered or voluntarily modified or take any action (or fail to take action) which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under the Construction Permit apart from actions by the FCC generally applicable to the broadcasting industry for stations of the same class and type as authorized by the Construction Permit.

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 been granted;

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

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

(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 Construction Permit shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, or modify the Construction Permit other than conditions applicable generally to the broadcasting industry for stations of the same type and class as authorized by the Construction Permit.

(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 Construction Permit or any financing statements of record, 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 appropriate offices in the states of Florida and Illinois. To the extent official records of judgments and liens are accessible via the Internet, copies of search results of such records shall be deemed satisfactory by Buyer.

(vi) 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:

- (i) An Assignment and Assumption of the Construction Permit;
- (ii) Certified copies of the resolutions of the Board of Directors 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;
- (iii) 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; and
- (iv) A joint notice to the Escrow Agent; and
- (v) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as each party shall reasonably request.

(b) At the Closing, Buyer will deliver to Seller the following:

- (i) An Assignment and Assumption of the Construction Permit;
- (ii) The Purchase Price, in the manner contemplated by Section 2 hereof, and the Note duly executed by Buyer;
- (iii) Certified copies of the resolutions of the Board of Directors of Buyer 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;
- (iv) 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;

(v) A joint notice to Escrow Agent; and

(vi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as each party shall reasonably request.

10. **Indemnification.**

(a) Each party agrees to indemnify the other for any breach of or default under the several representations, warranties and covenants of Seller and Buyer contained in or made pursuant to this Agreement.

(b) The representations and warranties of Seller and Buyer made herein shall expire as of Closing.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller by mutual written consent of the parties hereto, or (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.

(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, from the Escrow Agent, as liquidated damages. 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.

12. **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:

Cornerstone Community Radio, Inc.
194 Godfrey Road
Edgewater, FL 32141

with a copy (which shall not

constitute notice) to:

J. Geoffrey Bentley, Esq.
BENTLEY LAW OFFICE
2700 Copper Creek Road
Oak Hill, VA 20171

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Michael Novak, President

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

David D. Oxenford, Esq.
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., NW, Suite 200
Washington, D.C. 20006

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

14. **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 or electronic mail transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

15. **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.

16. **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.

17. **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.

[SIGNATURES TO FOLLOW]

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

Seller:

CORNERSTONE COMMUNITY RADIO, INC.

By: _____

[Name]

[Title]

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By: _____

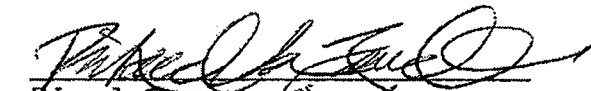
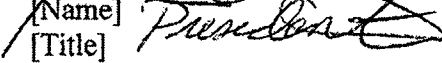


Michael Novak
President

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

Seller:

CORNERSTONE COMMUNITY RADIO, INC.

By: 
[Name] 
[Title] President

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By: _____
Michael Novak
President

SCHEDULE 1

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

CORNERSTONE COMMUNITY RADIO, INC.
600 W. MASON STREET
SPRINGFIELD IL 62702

Arthur E. Doak
Senior Engineer
Audio Division
Media Bureau

Facility ID: 94208

Grant Date: May 30, 2007

Call Sign: 990917MM

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Permit File Number: BPED-19990917MM

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: CORNERSTONE COMMUNITY RADIO, INC.

Station Location: IL-WOODSTOCK

Frequency (MHz): 91.7

Channel: 219

Class: A

Hours of Operation: Unlimited

Callsign: 990917MM

Permit No.: BPED-19990917MM

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Directional

Antenna Coordinates: North Latitude: 42 deg 17 min 37 sec

West Longitude: 88 deg 35 min 13 sec

Horizontally Polarized Antenna	Vertically Polarized Antenna
--------------------------------------	------------------------------------

Effective radiated power in the Horizontal Plane (kW):	5.0
--	-----

Height of radiation center above ground (Meters):	63
---	----

Height of radiation center above mean sea level (Meters):	365
---	-----

Height of radiation center above average terrain (Meters):	100
--	-----

Antenna structure registration number: 1208756

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 BEFORE PROGRAM TESTS ARE AUTHORIZED, permittee shall submit the results of a complete proof-of-performance to establish the horizontal plane radiation patterns for both the horizontally and vertically polarized radiation components. This proof-of-performance may be accomplished using the complete full size antenna, or individual bays therefrom, mounted on a supporting structure of identical dimensions and configuration as the proposed structure, including all braces, ladders, conduits, coaxial lines, and other appurtenances; or using a carefully manufactured scale model of the entire antenna, or individual bays therefrom, mounted on an equally scaled model of the proposed supporting structure, including all appurtenances. Engineering exhibits should include a description of the antenna testing facilities and equipment employed, including appropriate photographs or sketches and a description of the testing procedures, including scale factor, measurements frequency, and equipment calibration.
- 3 BEFORE PROGRAM TESTS ARE AUTHORIZED, permittee shall submit an affidavit from a licensed surveyor to establish that the directional antenna has been oriented at the proper azimuth.

Special operating conditions or restrictions:

- 4 BEFORE PROGRAM TESTS ARE AUTHORIZED, permittee/licensee shall submit an affidavit that the installation of the directional antenna system was overseen by a qualified engineer. This affidavit shall include a certification by the engineer that the antenna was installed pursuant to the manufacturer's instructions and list the qualifications of the certifying engineer.
- 5 The relative field strength of the measured vertically polarized only radiation component shall not exceed at any azimuth the value indicated on the composite radiation pattern authorized by this construction permit.

A relative field strength of 1.0 on the composite radiation pattern herein authorized corresponds to the following effective radiated power:

5 kilowatts (vertical only)

Principal minima and their associated field strength limits:

130 degrees True: 0.162 kilowatt

340 degrees True: 0.45 kilowatt

- 6 Pursuant to 47 CFR Section 73.7005(a) the permittee/licensee shall be subject to a holding period. From the grant of the construction permit and continuing until the facility has achieved four years of on-air operations, the permittee/licensee proposing to assign or transfer the construction permit/license to another party will be required to demonstrate the following two factors: that the proposed buyer would qualify for at least the same number of points as the assignor or transferor originally received; and that consideration received and/or promised does not exceed the assignor's or transferor's legitimate and prudent expenses as defined therein.

*** END OF AUTHORIZATION ***

EXHIBIT A

PROMISSORY NOTE

\$22,000

_____, 2008

FOR VALUE RECEIVED, the undersigned, EDUCATIONAL MEDIA FOUNDATION a California non-profit corporation (the "Maker"), hereby promises to pay to the order of CORNERSTONE COMMUNITY RADIO, INC., a Florida corporation (the "Holder"), at 194 Godfrey Road, Edgewater, Florida 32141, or at such other address specified by the Holder to the Maker, in lawful money of the United States of America and in immediately available funds, the principal amount of TWENTY-TWO THOUSAND DOLLARS (\$22,000), together with interest accrued thereon in like money.

This Note is issued pursuant to an Asset Purchase Agreement, dated as of March __, 2008, between the Maker and the Holder (the "Purchase Agreement") relating to the Maker's purchase from Holder of the construction permit for a new FM radio station to serve Woodstock, Illinois, and is issued on the closing date of the transaction contemplated by the Purchase Agreement.

The principal of and interest on the Note shall be amortized over a term of sixty (60) months. The loan evidenced by the Note shall bear interest at the rate of six per cent (6.0%) per annum. Buyer shall pay monthly, in arrears, installments of principal and interest in the amount of \$425.32 each month, commencing on or before the 30th day after the date hereof, and continuing on the same calendar date 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.

Interest shall be calculated on the basis of a year of 365 days for the actual number of days elapsed, including any time extended by reason of payments falling due on Saturdays, Sundays or legal holidays. Buyer may prepay all or any portion of the principal of the Note upon the written consent of Holder.

If any of the following events or conditions (each, an "Event of Default") shall occur:

(a) Default by the Maker in the payment of any installment of principal or interest on this Note when the same becomes due and payable, which default continues uncured for a period of ten (10) business days after written notice of such default has been given by the Holder to the Maker;

(b) The Maker shall make an assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation;

(c) There shall be filed against the Maker any petition or application for relief under any bankruptcy or similar law which is not

discharged or dismissed within sixty (60) days after the filing of such petition or application; or

(e) The transfer or assignment of the license issued by the Federal Communications Commission for the operation of the Station, in which event all principal and interest due hereunder shall be due on the Closing Date of such transaction;

then, and in any such event, the Holder may at any time, by written notice to the Maker, declare the entire amount of all principal and interest remaining unpaid on this Note due and payable, whereupon the same shall forthwith become due and payable.

All notices and other communications provided for under this Note shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after facsimile transmission or 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 the Holder, to:

Cornerstone Community Radio, Inc.
194 Godfrey Road
Edgewater, FL 32141

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

J. Geoffrey Bentley, Esq.
BENTLEY LAW OFFICE
2700 Copper Creek Road
Oak Hill, VA 20171

If to Maker, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Mike Novak, President

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

David D. Oxenford, Esq.
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006
Fax: (202) 973-4499

This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note shall be governed by the laws of the State of Illinois. The Maker hereby waives presentment, demand for payment, notice of dishonor and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note.

[Rest of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

EDUCATIONAL MEDIA FOUNDATION

By: _____
Mike Novak
President