

AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of June ^{12th}, 2006, and is made by and between EDUCATIONAL MEDIA FOUNDATION ("Assignor") and MARCOS RODRIGUEZ ("Assignee").

WHEREAS, Assignor holds the FM translator station license issued by the Federal Communications Commission (the "FCC") for station K299AC at Glenwood Springs, Colorado, (the "License");

WHEREAS, Assignor desires to assign such License to Assignee after Assignor commences operations from a substitute translator serving substantially the same area;

WHEREAS, Assignee desires to acquire the License from Assignor;

WHEREAS, such assignment requires the prior approval of the FCC ("FCC Consent");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. Agreement to Purchase and Sell. Assignor and Assignee agree that, on a business day specified by Assignor, within ten (10) business days after Assignor completes its construction of translator station K209FA, Glenwood Springs and commences operations with that station, the parties will consummate the transaction contemplated by this Agreement (the "Closing Date"). Assignee recognizes that Assignor may need to file an application for a modification of the construction permit of K209FA, and has no objection to the delay of the Closing Date until such application is granted and Assignee completes construction of K209FA. Should, for any reason, Assignor not be able to complete the construction of K209FA, it may terminate its obligations hereunder. On the Closing Date, Assignor shall sell, assign and convey to Assignee the License for the sum of Thirty Thousand Dollars (\$30,000), to be paid by Assignee to Assignor on the Closing Date by Certified Check or electronic transfer of funds. Assignor and Assignee shall cooperate to prepare and file an application to the FCC for assignment of the License within ten (10) business days of the execution of this Agreement, and each party shall bear its own costs with respect thereto, except that Assignee shall pay the FCC filing fees for the application. The parties shall diligently prosecute the Application.

2. Assignment. On the Closing Date, Assignor shall assign and transfer to Assignee the License and those assets listed on Schedule A hereto used solely in the transmission of the signal of the translator station, free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, charges, covenants, conditions or restrictions (collectively, "Liens") of any kind or nature whatsoever. Such assignment shall be by an instrument in form and substance reasonably satisfactory to Assignee. Each party



represents and warrants to the other that they have full authority to enter into this Agreement, that the performance of the terms of the Agreement will not breach or violate any other agreement or other legal restriction on the party, and that they know of no reason that they cannot effectuate the transaction contemplated by the Agreement

3. Entire Agreement. This Agreement represents the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof.

4. Termination. This Agreement may be terminated by either party not then in material breach of any of the terms of this Agreement in the event the Closing Date has not occurred within one (1) year of the date hereof.

5. Warranties. Except as expressly set forth above with respect to Liens, the assignment contemplated herein is without any representation or warranty of Assignor with respect to the Licenses, express or implied.

6. Assignment. Assignee may assign its rights hereunder to a business entity in which he is a principal, as long as he remains personally liable for all obligations hereunder, and as long as such assignment is completed before the filing of the FCC Application.

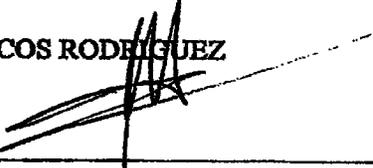
7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to the conflicts of law provisions thereof. The headings in this Agreement are included for ease of reference only and shall not affect the construction of the provisions of this Agreement. This Agreement may be signed in counterparts, and each such counterpart shall constitute one and the same original Agreement.

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

EDUCATIONAL MEDIA FOUNDATION

By: 
Name: Richard Jenkins
Title: President

MARCOS RODRIGUEZ

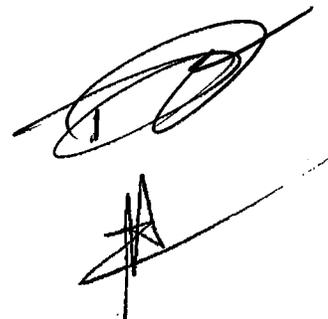
By: 

Inventory: 5/31/2006

Station K299AC

Glenwood Springs, CO

- 1 Crown FM-30 R translator.**
- 1 Pass Filter TWPL 1005-1**
- 60 feet ½ inch Heliax w/con**
- 1 6 foot ½ inch Heliax w/con**
- 2 CA-5 antennas**

Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature is a cursive scribble, and the initials below it appear to be 'JA'.