

AGREEMENT FOR SALE AND PURCHASE

This Agreement for the Sale and Purchase of the Broadcast License for station WTLG-FM and related real estate and personal property is entered into by and between STARKE CHRISTIAN EDUCATION RADIO & TELEVISION, a Florida non-profit corporation (the "Seller") and AMERICAN FAMILY ASSOCIATION, INC., a Mississippi non-profit corporation (the "Purchaser").

RECITALS

A. Seller holds that certain License issued by the Federal Communications Commission ("FCC") for the operation of FM broadcast station WTLG-FM (the "Station") for Starke, Florida (the "License").

B. Seller owns certain real property related to the Station as listed on Exhibit A attached hereto.

C. Seller owns certain personal property related to the Station as listed on Exhibit B attached hereto.

D. Purchaser desires to buy from Seller and Seller desires to sell to Purchaser the License, presently in full force and effect, together with real and personal property related to the Station, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, and the mutual promises set forth herein, Seller and Purchaser, acknowledge, understand and agree as follows:

1. The Total Purchase Price shall be Two Hundred Twenty Five Thousand Dollars (\$225,000.00) to be paid in cash at closing. The "closing" shall be held upon a date set by

Purchaser, not later than 10 days after Federal Communications Commission approval of the assignment shall have become final.

2. In the event the Federal Communications Commission (FCC) issues a final denial of the Assignment Application, this Agreement shall terminate and be null and void, and neither party shall have any obligations or liability thereunder.

3. Seller shall deliver to Purchaser all the equipment, furniture, fixtures, inventory, supplies and other property related to the Station owned by the Seller, including but not limited to, the property identified in the inventory listed in Exhibit B.

4. Promptly after this Agreement is signed, Seller and Purchaser shall file with the FCC applications for consent to the assignment of the License (the "Assignment Application"). They shall diligently prosecute said application. Each party shall pay its own costs and expenses.

5. Seller and Purchaser understand and agree that the proposed Assignment Application must receive the approval of the FCC prior to an assignment of the License. The performance of the parties under this Agreement is expressly conditioned upon the grant of such consent.

6. The parties declare that except as provided in this Agreement there are no agreements or understandings for Seller's retention of any interest in the License, for options, or any other means by which the Seller may acquire such an interest; or for any other actual or potential benefit to the Seller.

7. The parties agree to prorate taxes, insurance, utilities and the like as of closing date.

8. The representations and warranties contained in this Agreement shall survive the closing of this transaction for three years.

9. This contract shall be construed under the laws of the State of Mississippi.


10. This Agreement is the complete agreement between the parties regarding the matters set forth herein, and any prior agreements, written or oral, are merged into this Agreement.

11. Any modification of this Agreement shall be void if not in writing and executed by authorized representatives of the Seller and Purchaser.

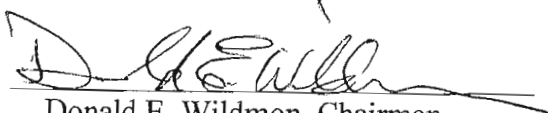
12. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

AGREED THIS 28th Day of September, 2007.

SELLER: Starke Christian Education Radio & Television

By: 
Rodney Coe

PURCHASER: American Family Association, Inc.

By: 
Donald E. Wildmon, Chairman