

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 31, 2005 (this "Agreement"), by and between BETHANY WORLD PRAYER CENTER, INC., a Louisiana non-profit corporation ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

### WITNESSETH:

WHEREAS, Seller is the licensee of radio station WQCK(FM), Clinton, Louisiana (Channel 224, 92.7 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 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.**

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, all of the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and used or useful in connection with the operation of the Station (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), including without limitation:

(i) Seller's equipment, machinery and other tangible personal property used solely in the conduct of the business or operations of the Station, as set forth on Schedule 1 hereto (the "Tangible Personal Property"), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date;

(ii) The real property ground lease for the Station's tower site (the "Tower Ground Lease"), and all leasehold interests, easements, licenses, rights of access, rights of way, improvements and other real property interests, which are held by Seller and are used or useful in the transmission operations of the Station at the tower site (the "Tower Site") as of the date hereof, as more particularly set forth in Schedule 2 hereto, and Buyer shall lease to Seller a portion of the studio property located at 13567 Plank Road, Baker, Louisiana (the "Studio Property") under the terms attached hereto as Exhibit A (the "Studio Lease"), (collectively, the "Real Property" and "Real Property Lease");

(iii) 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 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 records required by the FCC to be kept by the Station.

(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 statutory liens, liens arising from taxes not yet due and payable and security interests arising with respect to the Bank Note and the Seller Note [as each is defined in Section 2(a)(ii)] ("Permitted Liens") with respect to the Real Property. Except as otherwise expressly provided in Section 2(a) and elsewhere in this Agreement, Buyer is not agreeing to, and shall not, assume any such 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 non-assumed 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, leases (other than the Real Property Leases) and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced or 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 and financial records;

(vi) Ownership of the real property located at 5280 Groom Road, Baker, Louisiana;

(vii) Ownership of the Studio Property and all improvements located thereon and the contents thereof (unless identified on Schedule 1.1 hereto);

(viii) Any and all assets used in the operation of WLFT-CA, Baton Rouge, Louisiana;

(ix) Any other assets, rights or things of value either consumed or disposed of between the date hereof and the Closing Date, or not used or useful in the operation of the Station.

## 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 Three Million Two Hundred Thousand Dollars (\$3,200,000) (the "Purchase Price"). The Purchase Price shall be payable at Closing as follows:

(i) On the Closing Date, Buyer shall pay, or cause to be paid, to Seller for the account of Seller, by wire transfer of immediately available funds, an amount equal to the Purchase Price less the amount of the Debt (as defined below) and less the principal amount of the Seller Note (as defined below); and

(ii) On the Closing Date, Buyer shall deliver the following:

(x) to Regions Bank, N.A.(the "Bank"), (a) a promissory note executed by Buyer in a form acceptable to the Bank (the "Bank Note") in the aggregate principal amount of approximately Two Million Five Hundred Sixty Thousand Dollars (\$2,560,000), and (b) cash in an amount sufficient that, when added to the amount of the Bank Note, shall equal the then-outstanding principal balance of Seller's obligation the Bank with respect to the Station (estimated to be approximately \$2,660,000) (the "Debt"), and thereby shall extinguish the Debt. With respect to the Bank Note and the Security Agreement in favor of the Bank, Buyer covenants to (i) provide, concurrently to the Bank and Seller, all information that Buyer is required to provide to the Bank thereunder; (ii) require the Bank to give to Seller written notice of Buyer's default contemporaneously with the giving of any or all notices of default that are given by the Bank to Buyer thereunder; and (iii) give to Seller written notice thereof immediately upon receipt by Buyer of any and all default and/or other notices and communications which Buyer receives from the Bank thereunder.

(y) to Seller, a promissory note executed by Buyer in the form attached hereto as Exhibit B (the "Seller Note") in the aggregate principal amount of One Hundred Fifty Thousand Dollars (\$150,000) payable in three equal installments of Fifty Thousand Dollars \$50,000 each on the dates that are 6, 12 and 18 months, respectively, from the Closing Date, without interest accruing or being payable on the principal amount thereof.

(iii) To secure Buyer's payment obligations under the Bank Note and the Seller Note (collectively, the "Notes"), on the Closing Date Buyer shall execute and deliver to the Bank a security agreement in form satisfactory to the Bank and to Seller a Security

Agreement substantially in the form attached hereto as Exhibit C (each a “*Security Agreement*” and collectively, the “*Security Agreements*”), granting to the Bank a first lien perfected enforceable security interest, and to Seller a second lien perfected enforceable security interest subject only to the first lien perfected enforceable security interest granted to the Bank, in the Assets conveyed to Buyer hereunder, but including the FCC Licenses solely to the extent now or hereafter permitted by law, and in any event all proceeds from the FCC Licenses.

(iv) On the Closing Date, Buyer shall enter into any additional security document reasonably requested by the Bank and/or Seller and appropriate to the specific assets and properties acquired by Buyer hereunder, provided such document is in customary form and reasonably satisfactory to Buyer.

(v) Upon delivery to the Bank of the Bank Note and the cash payment as provided in Section 2(a)(ii)(x), Buyer shall cause Bank to discharge Seller from any obligation in connection with the promissory note currently outstanding between the Bank and Seller which represents the Debt, and Buyer shall cause Bank to mark Seller’s promissory note “cancelled” and to deliver it to Seller at the Closing. Seller shall be responsible to obtain and verify the termination of any liens filed by the Bank against Seller, and cancellation of the security agreement in connection therewith.

(b) Concurrently with the execution of this Agreement, Buyer has delivered to the Bank, as Escrow Agent (the “*Escrow Agent*”), the sum of One Hundred Sixty Thousand Dollars (\$160,000) 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 fees and expenses of the Escrow Agent shall be shared equally between Seller and Buyer. 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 and the Escrow 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, 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. 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.

(d) On or before the Closing Date, Seller and Buyer shall mutually determine an allocation of Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended. The parties also agree to use such Purchase Price allocation in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

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

(a) At a date not later than five (5) business days after the execution of this Agreement, 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"). 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.

(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. The parties agree that the pendency or disposition of the waiver request shall have no effect on this Agreement or the transactions contemplated hereby.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") fixed by Buyer which shall be no later than ten (10) days following the date on which the FCC Consent shall have been granted, and the other conditions to closing set forth in Section 8 have either been waived or satisfied, provided, however, that if a petition to deny or other objection has been filed and is pending against the FCC Consent, then either party may require that the Closing shall occur within ten (10) days after the FCC Consent has become a Final Order. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which 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 by mail.

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 Louisiana. 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) Subject to approval by the FCC, 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 certain programming agreements that are Retained Liabilities

and 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 (other than Permitted Liens), 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 (other than the Bank) or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned by Seller for use in connection with the operation of the Station which 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 material broadcast transmission operations of the Station as now conducted. Each material item of Tangible Personal Property is, to Seller's knowledge, in good condition and repair, ordinary wear and tear excepted; provided, however, that Buyer acknowledges that it has had the opportunity to inspect the Tangible Personal Property and accepts the Tangible Personal Property "as is, where is", and except as expressly set forth above, without warranty, express or implied. Buyer also waives and releases Seller from any and all claims or causes of action which Buyer may have or may otherwise be entitled to, based on vices or defects in the Tangible Personal Property, whether in the nature of redhibition, rescission, reduction of the purchase price, concealment and/or any other theory of law. Buyer does also assume the risk as to all vices and defects in the Tangible Personal Property, whether those vices or defects are latent and/or not discoverable upon simple inspection. For purposes of this Section, material Tangible Personal Property shall be such property valued at One Thousand Dollars (\$1,000) or more.

(d) Schedule 2 contains a complete description of all Real Property leased and/or owned in connection with Seller's operation of the Station, including legal description, owner and use. The Real Property and Studio Property constitute the only real properties required to operate the Station in the manner in which it is presently operated. There is full legal and practical access to the Real Property, and all utilities necessary for Buyer's use of the Real Property are installed and, to Seller's knowledge, are subject to valid easements, where necessary. Except as set forth in Schedule 2, to Seller's knowledge, the Real Property and improvements constructed thereon, as well as the present uses thereof, conform in all material respects with all restrictive covenants and with all applicable zoning, environmental and building codes, laws, rules and regulations, including "set back" restrictions. To Seller's knowledge, except as set forth in Schedule 2, the buildings, towers, guys and other fixtures situated on the Real Property are contained entirely within the bounds of the Real Property, and do not encroach upon any other property except in cases where valid easements (that are included in the Assets) have been obtained. Buyer acknowledges that it has had the opportunity to inspect the Real Property and accepts the Real Property "as is, where is", and except as expressly set forth above or in Section 5(m) hereof, without warranty, express or implied. Buyer also waives and releases Seller from any and all claims or causes of action which Buyer may have or may otherwise be entitled to, based on vices or defects in the Real Property, whether in the nature of redhibition, rescission, reduction of the purchase price, concealment and/or any other theory of law. Buyer does also assume the risk as to all vices and defects in the Real Property, whether those vices or defects

are latent and/or not discoverable upon simple inspection. There is no pending condemnation or similar proceeding affecting the Real Property or any portion thereof, and no such action is presently contemplated or threatened.

(e) Schedule 3 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. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 3, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. To its knowledge, except as set forth in Schedule 3, 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. To its knowledge, except as set forth in Schedule 3, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station since renewal of its FCC license on May 27, 2004 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.

(f) Except as set forth in Schedule 3, all of the existing towers used in the operation of the Station are obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Except as set forth in Schedule 2, Seller has complied in all material respects with all requirements of the FCC and the FAA with respect to the construction and/or alteration of the Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required. The Station's tower is registered 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 (other than the Permitted Liens).

(h) Buyer shall have 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 Patrick Communications, Inc., whose fees will be paid by Seller, 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. Except as set forth in Schedule 4, 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. To its knowledge, with respect to the Station, Seller 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 Station Assets that are insurable in character are insured against loss, injury or damage as listed in Schedule 5.

(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. 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) Seller has complied and currently is in compliance in all material respects with, and, to Seller's knowledge, the Real 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 at the Real Property and there are not now, nor have there

previously been, any other facilities on, under, or at the Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under 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 non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California and on the Closing Date will be a foreign corporation in good standing under the laws of the State of Louisiana, and has or will have the requisite power and authority to own, lease and operate its properties and to carry on the business of the Station as now being conducted. Buyer is qualified and in good standing as a tax exempt organization pursuant to Section 501(c)3 of the Internal Revenue Code.

(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, the Notes and the Security Agreements 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, and upon Closing the documents and other legal instruments contemplated by this Agreement, including without limitation the Notes and the Security Agreements will constitute, 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, the documents and other legal instruments contemplated by this Agreement, including without limitation the Notes and the Security Agreements 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, become the licensee of and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. There are no facts that would under existing and proposed law and rules, regulations, policies and procedures of the FCC disqualify Buyer as an assignee of the Station's FCC Authorizations or as the owner and operator of the Station. No waiver of any rule or policy of the FCC is necessary for consent to be obtained from the FCC for assignment of the FCC Authorizations to Buyer. Buyer will not take any action or fail to take any action that would disqualify it from becoming the licensee of the Station without the need to request a waiver of the FCC's rules, regulations or policies. Buyer knows of no reason why it should not be approved to purchase the Station and the Assets and to serve as a licensee of the FCC and knows of no reason why the FCC approval to assign the FCC Authorizations to Buyer, as contemplated by this Agreement, will not be processed and granted in the normal course.

(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) There is no broker or finder or other person who would have any valid claim against Buyer 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 substantially its present condition and 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 any other party directed to the FCC related to the Station which are filed 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 valid and in full force and effect.

(c) Seller shall maintain in full force and effect through the Closing Date its existing policies of property damage, liability and other insurance as listed on Schedule 5.

(d) 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 Lien on the Assets.

(e) 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 becoming aware of the occurrence of, or 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 significant problems or developments of which Seller is aware with respect to 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.

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

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

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, and no petition or objection shall be pending with respect thereto; and

(iv) Buyer shall have delivered to Seller, on the Closing Date, the payments, legal instruments and 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 similar proceeding.

(vi) Seller's obligation to the Bank for the Debt shall have been extinguished and its related promissory note cancelled by the Bank and delivered to Seller at the Closing.

(vii) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, 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) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19;

(iv) The FCC Consent contemplated by this Agreement shall have been granted, and no petition or objection shall be pending with respect thereto;

(v) 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, the Bank or Permitted Liens, and Seller shall have delivered to Buyer lien search reports, in form and substance reasonably satisfactory to Buyer and dated no earlier than 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 Louisiana and in the County Clerk's Office of each county in which the Assets are located; and

(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, 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 Tangible Personal Property and effectively vest in Buyer good and marketable title to the Tangible Personal Property;

- (ii) An Assignment and Assumption of the Station's FCC Licenses;
  - (iii) An Assignment and Assumption of the Tower Ground Lease, and an estoppel certificate and consent, if required under the Lease, from the landlord thereof,
  - (iv) The Studio Lease, executed by Seller;
  - (v) 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;
  - (vi) 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;
  - (vii) An incumbency certificate and certificate of existence or good standing for Seller from the Secretary of State of the State of Louisiana;
  - (viii) A joint notice to the Escrow Agent;
  - (ix) Evidence of termination or discharge of any Liens or judgments against Seller with respect to the Assets, including "payoff letters" from lienholders or judgment creditors, as reasonably requested by Buyer;
  - (x) Receipt for the Purchase Price; 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 reasonably satisfactory to Buyer and its counsel.
- (b) Prior to or at the Closing, Buyer will deliver (or cause to be delivered) to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:
- (i) The Purchase Price payments to be made pursuant to Section 2(a) hereof, the Notes and the Security Agreements duly executed by Buyer, and the cancelled Seller promissory note to the Bank for the Debt as provided in Section 2(a)(v);
  - (ii) The Assignment and Assumption of FCC Licenses;
  - (iii) The Assignment and Assumption of the Tower Ground Lease;
  - (iv) The Studio Lease, executed by Buyer;
  - (v) A joint notice to Escrow Agent;
  - (vi) 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;

(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 Louisiana; 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 reasonably satisfactory to Seller and its 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 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 third party claim for 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 indemnify the Indemnitee against the cost of defense of 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) Notwithstanding the above, Buyer shall not be entitled to assert any claim for indemnification under this Section 10 unless and until such time as its claims for Damages exceeds \$30,000, but if Buyer's claims for Damages exceeds \$30,000, Buyer may submit its claims for indemnification only for its Damages in excess of the \$30,000 initial threshold. Buyer may not claim and shall not receive indemnification from Seller for an amount greater than the Purchase Price.

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

(f) Except as provided to the contrary in this Agreement, the right to indemnification pursuant to Section 10 shall be the sole and exclusive post-closing remedy of each party in connection with any breach or other violation by the other party of its representations, warranties, or covenants contained in this Agreement.

#### 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: (a) 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, provided, that the cure period for Buyer's failure to fund the Purchase Price on the designated Closing Date shall be three (3) business days thereafter (but without any obligation of written notice thereof to be given by Seller); or (b) if the Assignment Application is denied by Final Order; or (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) 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) Buyer hereby acknowledges and agrees to remain bound by the provisions of that certain letter confidentiality agreement dated April 27, 2004 by and among Buyer and Patrick Communications, LLC individually and as agent for Seller. Subject to the foregoing, 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:

Bethany World Prayer Center, Inc.  
13855 Plank Road  
Baker, Louisiana 70714  
Attn: Al Crouch, General Manager  
Telephone: (225)774-1700  
Telecopier: (225)778-2686

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

Hebert, Spencer, Cusimano & Fry, L.L.P.  
701 Laurel Street  
Baton Rouge, LA 70802-2686  
Attn: Charles L. Spencer  
Telephone: (225)344-2601  
Telecopier: (225)387-1714

If to Buyer, to:

Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attn: Richard Jenkins, President  
Telephone: 916-251-1730  
Telecopier: 916-251-1731

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

Bryan T. McGinnis, Esq.  
Shaw Pittman  
2300 N Street, NW  
Washington, D.C. 20037  
Telephone: (202) 663-8346  
Telecopier: 202.663.8007

15. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, 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 equally by Buyer and Seller.

19. **Risk of Loss.**

(a) 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 greater than Fifty Thousand Dollars (\$50,000) in damage or lost occurs to the Assets on or before 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 or replacement exceeds Fifty Thousand Dollars (\$50,000), 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 if the Station should be operating at less than 90% of its full authorized power as of the scheduled Closing Date, and it is reasonably expected that the condition set forth in either clause (i) or (ii) of this sentence would be satisfied other than for 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.

(b) If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement or restoration of any lost or damaged property, or any other matter arising under this Section 19, the disagreement shall be referred to a qualified consulting communications engineer mutually accepted to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

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, the exhibits and schedules attached hereto and the Escrow Agreement 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 in multiple originals as of the day and year first above written.

**Seller:**

**BETHANY WORLD PRAYER CENTER, INC.**

By: \_\_\_\_\_

**Buyer:**

**EDUCATIONAL MEDIA FOUNDATION**

By:  \_\_\_\_\_  
Richard Jenkins  
President

Schedules:

1. Tangible Personal Property
2. Real Property Lease
3. FCC Licenses
4. Litigation
5. Insurance

Exhibits:

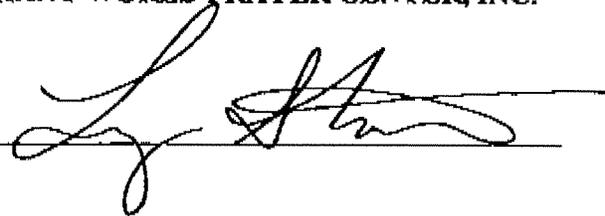
- A Studio Lease
- B Seller Note
- C Seller Security Agreement

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

**Seller:**

**BETHANY WORLD PRAYER CENTER, INC.**

By: \_\_\_\_\_



**Buyer:**

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_

Richard Jenkins  
President

Schedules:

1. Tangible Personal Property
2. Real Property Leases
3. FCC Licenses
4. Litigation
5. Insurance

Exhibits:

- A Studio Lease
- B Seller Note
- C Seller Security Agreement

SCHEDULE 1

Tangible Personal Property

## Equipment List for WQCK 92.7FM Transmitter Site 12/22/04

### Main Transmitter

*Harris Model # - HT20CD Date - 6/10/98 Audio Input - 600/10k Ohms Power Output - 21 kw  
FCC ID # - 838 HT 20FM Canada - 122532034 Output Load - 50 Ohms PN  
PN # - 994-9568-001 Serial # - MP00353-00002 Reduced Power - 5 kw 250 V*

### Back-up Transmitter

*Harris Model # - FM20H3 Date - 10/24/91 Audio Input - 600/5K Ohms Power Output - 21.5 kw  
FCC ID # - BOI FM20H3 Output Load - 50 Ohms PN # - 781-6745-001 Serial # - 90007*

### Tower

600 ft. guyed

### Antenna

ERI

### Primary Air Conditioning Unit

Coleman 3 ton unit

### Secondary Air Conditioning Unit

*International Comfort Products Corporation (USA) Model # - PA5560AKA4 PAPA 60 GA 4  
Manufacturer # - NPA5560AKA4 Style # - PA5560AKA Serial # - L0016 25037 3 ton unit*

### Window Air Conditioning Unit

### Generator

*Generac 2000 Series Item # - D 3.9 Batch / Lot # - 1100261557 Manufacturers Order # - M436180  
Customer Order # - 309821 00100 Serial # - 2071849 Sub Mo # - M435190 (numbers barely visible)*

### Other Equipment

*Dielectric Switch Control Panel Model # - C48112-501*

*Marti FPU Transmitter Model # - RPT-15*

*Moseley Aural STL Receiver Model # - PCL6020*

*Moseley Remote Control System Model # - MRC1620*

*Burk Remote Control Model # - ARC-16*

### Fencing

Chain Link Fencing around Guy wire anchor points and around Transmitter building and Electric fencing around perimeter of transmitter building fence

**Equipment List – Baker Microwave Site**

100 foot Rohn Self-supporting Tower  
Satellite Dish Mod. STL Dish 950 Megacycle  
Telametry 450 MHZ Other info unavailable  
14 foot Satellite Dish Other Info not available  
14 foot Satellite Dish Other Info not available  
FM Antenna  
500 feet of 7/8" Helax Cable with connectors  
3 Polyphasers

**Equipment List – Equipment Room**

UPS Switch  
Ferrups UPS 2 Hour Back-up (FE Series)  
Marti Receiver Mod CR-10  
Rolls FLL Synthesized Tuner  
Orban Optimod Mod 8100a  
Orban Optimod Mod 8100a  
Moseley Transmitter Mod PCL 6010  
Belar Amp Mod FM RF AMP  
Wegner Chasis and Cards  
Wegner Chasis and Cards  
Equipment rack  
Server Computer/Monitor/Keyboard  
Server Computer/Monitor/Keyboard

**Equipment List – WQCK Control Room as of 2/24/05**

Scott Studios Music Automation System 256 MB RAM 1.2Ghz Processor and 40GB Hard Drive

Audionics Mixing Console Mod. 2500-18

Tascam Cassette Player Mod 122MK III

Audio Metrics CD Player Mod 10E

Audio Metrics CD Player Mod 10

Sony Mini-Disk Recorder/Player Mod MDS JE 480

PC/Monitor/Keyboard Unknown specifics Used to record and play back phone calls, traffic, and weather

(2) Electro Voice 100 Amp Studio Monitors

(3) Electro Voice Studio Microphones Mod RE 20

(3) Electro Voice Mic Stand Mod 309A

Sage EAS Receiver

Sage EAS Printer

Moseley Transmitter Remote Mod MRC 1620

Unity Receiver Mod 4000 MPEG IRD

Broadcast Tools Dual Stereo Audio Switcher Mod 558.2

Tascam Dual Power Amplifier Mod PA 20 MKII

Gentner Digital Hybrid III Teleswitcher

SCHEDULE 2

Real Property Lease

ASSIGNMENT OF REAL ESTATE LEASE

THIS ASSIGNMENT OF REAL ESTATE LEASE (the "Assignment") is made as of the 16<sup>th</sup> day of May, 1997, between Hoffman Media of Louisiana, Inc., a Louisiana Corporation (the "Assignor"), Bethany World Prayer Center, Inc., a Louisiana nonprofit corporation ("Bethany"), and Touch Communications, Inc., a Louisiana corporation (the "Assignee").

WHEREAS, Harold M. Schmidt and Barbara H. Schmidt (together with their heirs and assigns, collectively the "Lessor") and the Assignor executed a lease effective as of the 1st day of November, 1996 (the "Lease"), as more fully described in Exhibit A attached hereto and made a part hereof, by the terms of which certain property located in the Parish of East Feliciana, State of Louisiana, as more fully described in the Lease (the "Leased Premises"), was leased from the Lessor to the Assignor; and

WHEREAS, the Assignor now desires to assign the Lease to Bethany, and Bethany desires to contemporaneously assign the Lease to the Assignee, and the Assignee desires to accept the assignment and assume the Assignor's obligations thereunder arising from and after the date of this Assignment.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements of the parties contained in this Assignment, and in consideration of the payment of cash, all as set forth in that certain Asset Purchase Agreement dated as of November 15, 1996 by and between the Assignor and Bethany, the sole shareholder of the Assignee (the "APA"), the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Bethany, which does hereby contemporaneously grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Assignee, the Assignee's successors and assigns, all of the right, title and interest of the Assignor in and to the Lease and the Leased Premises and the Assignee hereby accepts the assignment of the Lease.

All representations, warranties, and covenants of Assignor under the APA with respect to Leased Premises are hereby made by Assignor in favor of Assignee as if set forth herein *in extenso*. All such representations, warranties, and covenants of Assignor shall survive the execution and delivery of this assignment in accordance with the terms of the APA.

All notices required or permitted under this Assignment shall be in writing and shall be deemed to be properly served if delivered either personally or by certified mail, return receipt requested, postage prepaid, as follows: to the Assignor at Hoffman Management, Inc., 2461 Eisenhower Avenue, Lobby Floor, Alexandria, Virginia 22331, Attn: Michael J. Perinc, and to Bethany or the Assignee at 13855 Plank Road, Baker, Louisiana 70714, Attn: Larry Stockstill with a copy to Stone, Pigman, Walther, Wittmann & Hutchinson, New Orleans.

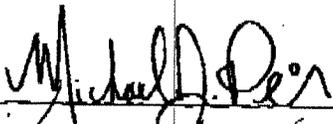
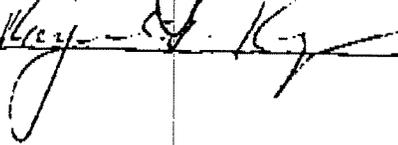
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Louisiana 70130, Attn: Calvin P. Drasseaux, or at such other address as either party may have substituted therefor by notice to the other.

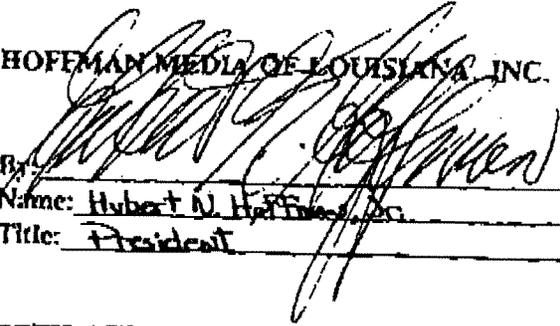
The Lessor by its signature below consents to the assignment of the Lease by Assignor to Bethany and to the contemporaneous assignment of the Lease by Bethany to Assignee evidenced by this Assignment and represents and warrants to Assignee that the Lease is in full force and effect, that the Assignor is not in default under the terms and conditions of the Lease, and that to the best of Lessor's knowledge there exists no fact or circumstance that with the passage of time will give rise to or constitute an event of default under the terms and conditions of the Lease.

This Assignment shall be governed by and construed in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date hereinabove first written.

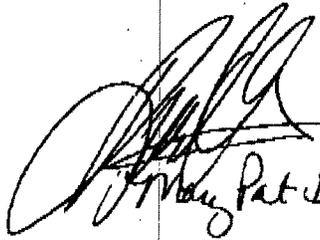
  
\_\_\_\_\_  
  
\_\_\_\_\_

HOFFMAN MEDICAL OF LOUISIANA, INC.

  
By: \_\_\_\_\_  
Name: Hubert N. Hoffmann, Jr.  
Title: President

BETHANY:

BETHANY WORLD PRAYER CENTER, INC.

  
\_\_\_\_\_

  
By: \_\_\_\_\_  
Name: Larry Stackbill  
Title: President

WITNESSES:

[Signature]  
Mr. Pat Baouss

[Signature]  
Carol P. Keat

[Signature]  
Nancy Williams

ASSIGNEE:

TOUCH COMMUNICATIONS, INC.

By: [Signature]  
Name: Larry Stockstill  
Title: President

LESSOR:

[Signature]  
Harold M. Schmidt

[Signature]  
Barbara H. Schmidt

STATE OF LOUISIANA

PARISH OF Orleans

On this 16<sup>th</sup> day of May, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Larry Stockstill, who, having been duly sworn, declared that he is the President of Touch Communications, Inc., a corporation of the State of Louisiana.

[Signature]  
Notary Public

My Commission Expires at death

PARISH OF Orleans

On this 16<sup>th</sup> day of May, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Larry Stockstill, who, having been duly sworn, declared that he is the President of Bethany World Prayer Center, inc., a nonprofit corporation of the State of Louisiana.

Calvin P. B...  
Notary Public

My Commission Expires at death

STATE OF VIRGINIA

CITY OF ALEXANDRIA

On this 15<sup>th</sup> day of May, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and city set forth above, personally came and appeared, Hubert N. Hoffman, Jr., who, having been duly sworn, declared that he is the President of Hoffman Media of Louisiana, Inc., a corporation of the State of Louisiana.

Anjam R. Malik  
Notary Public

My Commission Expires February 28, 2000  
Anjam R. Malik  
Virginia Notary Public  
My Commission Expires  
February 28, 2000

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, \_\_\_\_\_, who, having been duly sworn, declared that he is the President of Hoffman Management, Inc. and Hoffman Media of Louisiana, Inc., both corporations of the State of Louisiana.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF EAST FELICIANA

On this 14th day of May, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Harold M. Schmidt who, having been duly sworn, declared that he executed and acknowledged the foregoing instrument as his free act and deed.

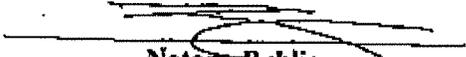
~~\_\_\_\_\_~~  
Notary Public

My Commission Expires As Decey

STATE OF LOUISIANA

PARISH OF EAST FELICIANA

On this 14th day of MAY, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Barbara H. Schmidt who, having been duly sworn, declared that she executed and acknowledged the foregoing instrument as her free act and deed.

  
Notary Public

My Commission Expires AT DEATH

## EXHIBIT A

GROUND LEASE

THIS GROUND LEASE (the "Lease"), is made by and between Harold M. Schmidt and Barbara H. Schmidt (collectively hereinafter, "Landlord") and Hoffman Media of Louisiana, Inc. ("Tenant") on the following terms and conditions.

1. Description of Leased Premises. Landlord hereby leases to Tenant 8.00 acres to be removed by survey from Lot 3 containing 30.133 acres (which 30.133 acre tract is more particularly described on Exhibit "A,") together with the right/ servitude of ingress and egress over and across a strip or parcel of land measuring 20' in width running parallel to the eastern boundary of Lot 3 (the "Lease Premises"). The 8.00 acre parcel above described and the 20' right-of-way shall be more particularly described on a survey to be performed at the expense of Tenant within 120 days of the execution of this Lease; provided, that, if Tenant has commenced and is diligently proceeding with said survey, such 120 day period shall be extended to a reasonable time, not to exceed an additional sixty (60) days, which map shall be deposited in the Registry of the Clerk and Recorder for the Parish of East Feliciana, Louisiana, by Act of Deposit signed jointly by Landlord and Tenant. Landlord and Tenant agree to amend this Lease with the description of the 8.00 acre tract together with the servitude of ingress and egress. Upon failure of Tenant to provide the said description in proper form and to have the same filed of record within the time period set forth above, the lease shall terminate.
2. Term. The term of this Lease is thirty-five (35) years (the "Term"). The Term shall commence on November 1, 1996 (the "Commencement Date"). Landlord hereby agrees to deliver possession of the Leased Premises to Tenant free, clear and unencumbered of all tenancies and parties in possession. Landlord agrees upon request of Tenant to execute, in recordable form, a written memorandum or extract of lease.
3. Extensions. Tenant shall have the option of extending the Term for two (2) additional periods of ten (10) years each (individually, an "Extension" and collectively, the "Extensions"), commencing at midnight on the date on which the Term or any Extension expires. In the event that Tenant elects to exercise either or both of the Extensions, Tenant shall notify Landlord in writing, certified mail, return receipt requested, no less than 180 days prior to the expiration of the term then in effect.
4. Rent. During the initial five (5) years of this lease, commencing November 1, 1996, Tenant agrees to pay Landlord annual rent (the "Rent") in the amount of **THREE THOUSAND FIVE HUNDRED THIRTY AND NO/100 (\$3,530.00) DOLLARS**. The Rent shall be payable in equal monthly installments in advance on the first day of each and every calendar month during the Term. On each five (5) year anniversary of the Lease, commencing November 1, 2001, the Rent shall be adjusted upward or downward according to the CPI-U with the base period for adjustment being November 1, 1996.
5. Use. Tenant may use the Leased Premises for the construction and maintenance of a radio transmission tower, support guy wires and such structure as is necessary to maintain the radio tower and store appliances and appurtenances to the tower. Any microwave transmissions above 1 GHz from the tower shall not be permitted.
6. Right of First Lease. Upon the expiration of the Term or any Extensions, if Landlord desires to accept a bona fide offer ("Lease Offer") to lease the Leased Premises, Landlord shall notify Tenant of such bona fide offer and tenant shall have thirty (30) days after receipt of such notice to exercise his right of first refusal by delivering written notice to Landlord, certified mail, return receipt requested. In the event that Tenant fails to exercise this right properly within thirty (30) days from receipt of notice, all rights of first refusal shall terminate.

7. Right of First Refusal. Tenant shall have the right to purchase the Leased Premises on the same terms and conditions as those of any bona fide offer received by and acceptable to Landlord. Prior to making any sale or any agreement to sale, Landlord shall notify Tenant in writing of the terms and conditions of such offer and Tenant, within 30 days after receipt of such notice, may exercise this right by written notice to Landlord. In the event that Tenant fails to exercise this right within thirty (30) days of receipt of notice, all right of first refusal shall terminate.

8. Real Estate Taxes. Landlord shall pay before they become delinquent real estate taxes imposed during the Term and any Extensions upon or against the Leased Premises ("Real Estate Taxes"). Nothing herein contained shall require Tenant to pay (a) corporation, franchise, income, estate, gift and inheritance taxes or charges imposed on Rent or other similar taxes, charges or impositions which may be levied or assessed against Landlord, fee owner, or their successor in title or (b) Real Estate Taxes on the Leased Premises or any easement parcels. Tenant shall pay all taxes imposed upon improvements constructed by or placed by Tenant on the Leased Premises.

9. Improvements and Alterations. Tenant shall have the right to construct, alter, renovate, add, remodel, modify, and/or change the improvements on Leased Premises and/or other improvements upon the Leased Premises as Tenant may deem desirable. Without limiting the generality of the foregoing, Tenant shall have the right to install fencing to avoid contact with persons or animals. All improvements made or caused to be made by Tenant, ("Tenant Improvements") shall remain the property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall have the right to remove all Tenant Improvements from the Leased Premises; provided, however, the surface of the Leased Premises shall be restored, as nearly as possible, to the same condition as existed prior to the construction of Tenant Improvements. Rental shall be due as long as Tenant's Improvements remain on Leased Premises.

10. Waiver of Landlord's Lien. In order to allow Tenant, its subtenants or assigns to acquire and/or to lease personal property to be installed and used upon the Leased Premises subject to a conditional sales contract, chattel mortgage or other security agreement or lease, Landlord hereby expressly waives any lien or privilege established by law in favor of landlords.

11. Default. In the event Tenant shall fail to pay the Rent when due or shall fail to perform any of its other obligations under the Lease, after notice of such default shall have been given as provided below, Landlord may as its sole and exclusive remedy elect either: (a) to re-enter the Leased Premises by summary or similar proceedings and re-let the Leased Premises, using reasonable efforts therefor, and receiving the Rent therefrom, applying the same first to the payment of Rent accruing hereunder, the balance, if any, to be paid to Tenant; but, Tenant shall remain liable for the equivalent of the amount of all Rent reserved herein less the receipts of re-letting, if any, and such amount shall be due and payable to Landlord as damages or rent, as the case may be, on the successive Rent days provided above, and Landlord may recover such amount periodically on such successive days; or (b) to terminate the Lease and to resume possession of the Leased Premises wholly discharged from the Lease. Such election shall be made by written notice to Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Leased Premises and shall be final. If Landlord shall elect to terminate the Lease, all rights and obligations of Tenant relating to the unexpired portion of the Lease shall cease. Within ten (10) days after receipt by Tenant of notice of election by Landlord to terminate the Lease, the parties shall by an instrument in writing in recordable form, terminate the Lease and Tenant shall surrender and deliver to Landlord the Leased Premises, except that Tenant may remove its trade fixtures, signs, equipment and other personal property from and de-identify the Leased Premises. Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee shall affect the Lease so long as the obligations of Tenant are performed by Tenant, its successors or assigns. No default hereunder shall be deemed to have occurred on the part of Tenant until ten (10) days after written notice of any monetary default and thirty (30) days after written notice of any non-monetary default shall have been given to Tenant, and Tenant within such time shall have failed to remedy such default.

12. Assignment or Transfer.

(a) Landlord. No assignment or transfer of the Lease by Landlord shall be binding on Tenant unless the assignee or transferee shall assume and agree to be bound by the terms of the Lease.

(b) Tenant. Tenant shall not have the right to assign, sublet, license or transfer any or all of its rights and privileges under the Lease without the prior written consent of Landlord, provided, however, Landlord shall not unreasonably withhold, condition or delay their consent to assignment or sublease.

13. Notices. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Landlord to Tenant or by Tenant to Landlord, whether required by this Lease or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Lease. All Notices shall be legible and in writing and shall be delivered to the person to whom the Notice is directed, either in person with a receipt requested therefor or sent by a recognized overnight courier service for next day delivery or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one (1) business day after depositing with such an overnight courier service, or (c) three (3) business days after deposit in the mails if mailed, addressed to Landlord and Tenant. Either party hereto may change the address for Notices specified above by giving the other party ten (10) days advance written Notice of such change of address.

Initially, all Notices to Landlord shall be sent to Landlord at 2271 Highway 958, Slaughter, Louisiana 70777. Initially, all Notices to Tenant shall be sent to Tenant at its business offices at 13855 Plank Road, Baker, Louisiana 70714 Attention: Larry Stockstill, with a copy to Calvin P. Brasseaux, Stone, Pigman, Walther, Wittman & Hutchinson, 546 Carondelet Street, New Orleans, Louisiana 70130 and to R. Marshall Grodner, McGlinchey Stafford, Ninth Floor, One American Place, Baton Rouge, Louisiana, 70825.

14. Landlord's Access. Landlord hereby reserves the non-exclusive right to use the Leased Premises for access, ingress and egress to and from its property located adjacent and contiguous to the Leased Premises; provided, that, such use shall not unreasonably interfere with Tenant's use of the Leased Premises or the improvements constructed or to be constructed thereon.

15. Hold Harmless. Tenant agrees to hold Landlord free and harmless from any claims from injuries to persons or property which may result from the activities of Tenant on the Leased Premises, and Tenant further agrees to obtain a general liability policy covering the said Leased Premises with an aggregate limit of no less than \$1,000,000.00 with Landlord named as an additional insured under such policy.

IN WITNESS WHEREOF, Landlord has caused the Lease to be executed and sealed as of the 31st day of October, 1996

WITNESSES:

LANDLORD:

Stacy Boyd  
Nancy Williams

Barbara H. Schmidt  
Barbara H. Schmidt  
Harold M. Schmidt  
Harold M. Schmidt

IN WITNESS WHEREOF, Tenant has caused this Lease to be executed and sealed as of the 31st day of October, 1996.

WITNESSES:

*Michael J. Per*  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

HOFFMAN MEDIA OF LOUISIANA, INC.

BY:

*Hubert A. Hoffman, Sr.*  
\_\_\_\_\_  
Name: Hubert A. Hoffman, Sr.  
Title: President

EXHIBIT A  
page 1 of 2 pages

EAST FELICIANA PARISH, LA.

21-68-5600

DAWSON

SCOTT

REF. M.  
W.  
MA  
FIL  
MA.  
HO2

KLINE

**LOT No. 3**  
30.133 AC.

LOT No. 4  
31.584 AC.

LOT No. 5  
31.873 AC.

2461 1,400' - L.O.L.

DAY

LOT 4

1539.96'  
 S 89°11'26" E

LOT 3  
 30.14 Acres

PROPOSED GUY ANCHOR  
 NORTHING = 794508.79  
 EASTING = 2081317.06

DISTANCE FROM BACK WALL OF  
 BUILDING TO FACE OF TOWER NET  
 TO EXCEED 18 FEET. ACTUAL  
 DISTANCE TO BE DETERMINED  
 BY SIZE OF TOWER BASE PAD.

PROPOSED TRANSMITTER  
 BUILDING LOCATION

PROPOSED GUY ANCHOR  
 NORTHING = 794041.79  
 EASTING = 2080928.14

PROPOSED WOCK-FM TRANSMITTING TOWER

COORDINATES (STATE PLANE COORDINATE  
 SYSTEM - SOUTH ZONE)

NORTHING = 794388.97  
 EASTING = 2080988.41

LATITUDE / LONGITUDE

LATITUDE = 30°51'03.01" WEST  
 LONGITUDE = 81°04'30.88" NORTH

PROPOSED GUY ANCHOR  
 NORTHING = 794811.12  
 EASTING = 2080948.41

1012.73'  
 N 03°55'16" E

576° E

ACKNOWLEDGMENT

STATE OF VIRGINIA  
CITY  
PARISH/COUNTY OF ALEXANDRIA

On the 15<sup>th</sup> day of MAY, 1997, before me, the undersigned notary public in and for the said state and parish/county and in the presence of the undersigned competent witnesses, personally came and appeared Hubert N. Hoffman, Jr. who being duly sworn did depose and state that he/she is the same person whose name is subscribed to the foregoing instrument and that he/she as President of HOFFMAN MEDIA OF LOUISIANA, INC., a Louisiana corporation, signed and delivered the said instrument as the free and voluntary act of said corporation, for the use and purposes set forth therein

THUS DONE AND PASSED, on the day, month and year first hereinabove written in the presence of the undersigned notary and the undersigned competent witnesses, who hereunto sign their names with the appearers after due reading of the whole.

WITNESSES:

Michael J. Peir  
[Signature]

HOFFMAN MEDIA OF LOUISIANA, INC., a Louisiana corporation

BY: [Signature]  
Name: Hubert N. Hoffman, Jr.  
Title: President

[Signature]

NOTARY PUBLIC Anjam P. Malik

My Commission expires: February 29, 2000  
Vice Notary Public  
My Commission Expires

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF EAST Feliciana

On the 14th day of May, 1997, before me, the undersigned notary public in and for the said state and parish/country and in the presence of the undersigned competent witnesses, personally came and appeared **BARBARA H. SCHMIDT** who being duly sworn did depose and state that she is the same person whose name is subscribed to the foregoing instrument and that she signed and delivered the said instrument as her own free and voluntary act for the use and purposes set forth therein.

THUS DONE AND PASSED, on the day, month and year first hereinabove written in the presence of the undersigned notary and the undersigned competent witnesses, who hereunto sign their names with the appearer after due reading of the whole.

WITNESSES:

Shirley Boyd

Barbara H. Schmidt  
BARBARA H. SCHMIDT

Nancy Williams

NOTARY PUBLIC

My Commission expires: AT DEATH

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF East Feliciana

On the 14th day of May, 1997, before me, the undersigned notary public in and for the said state and parish/country and in the presence of the undersigned competent witnesses, personally came and appeared **HAROLD M. SCHMIDT**, who being duly sworn did depose and state that he is the same person whose name is subscribed to the foregoing instrument and that he signed and delivered the said instrument as his own free and voluntary act, for the use and purposes set forth therein.

THUS DONE AND PASSED, on the day, month and year first hereinabove written in the presence of the undersigned notary and the undersigned competent witnesses, who hereunto sign their names with the appearer after due reading of the whole

WITNESSES:

[Signature]

[Signature]  
**HAROLD M. SCHMIDT**

[Signature]

~~NOTARY PUBLIC~~

My Commission expires: AT DEATH

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, \_\_\_\_\_, who, having been duly sworn, declared that he is the President of Hoffman Management, Inc. and Hoffman Media of Louisiana, Inc., both corporations of the State of Louisiana.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF EAST FELICIANA

On this 14th day of May, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Harold M. Schmidt who, having been duly sworn, declared that he executed and acknowledged the foregoing instrument as his free act and deed.

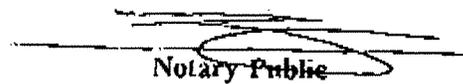
~~\_\_\_\_\_~~  
Notary Public

My Commission Expires AS APPL

STATE OF LOUISIANA

PARISH OF EAST FELICIANA

On this 14th day of MAY, 1997, before me, the undersigned authority, duly commissioned and qualified in and for the state and parish set forth above, personally came and appeared, Barbara H. Schmidt who, having been duly sworn, declared that she executed and acknowledged the foregoing instrument as her free act and deed.

  
Notary Public

My Commission Expires AT DEATH

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE MORTGAGE PROPERTY**

Borrower's leasehold interest in and to the following described property pursuant to that certain Ground Lease dated effective November 1, 1996, by and between Barbara and Harold Schmidt, as Landlord, and Hoffmann Media of Louisiana, Inc., as Tenant (the "Lease"), which Lease was assigned pursuant to an Assignment of Real Estate Lease to Borrower, as Tenant; as amended by that certain Act of Deposit of Survey and Amendment of Lease by Harold M. Schmidt and Barbara H. Schmidt and Borrower, last dated November 10, 1997 and recorded in the records of East Feliciana Parish, Louisiana, on November 18, 1997, at entry no. 150021:

A certain piece or parcel of land, located in Section 37, Township 2 South, Range 1 East, Greensburg Land District, East Feliciana Parish, La., being more particularly described as follows, to wit;  
 Commence at a point which is the Northwest corner of Lot 1 of the Armin Hall property, which point is on the South side of an old road;  
 Thence proceed South 04 degrees 06 minutes 45 seconds West for a distance of 1248.86 feet to a point;  
 Thence proceed South 90 degrees 00 minutes 00 seconds East for a distance of 133.74 feet to a point;  
 Thence proceed South 03 degrees 08 minutes 13 seconds West for a distance of 175.99 feet to a point;  
 Thence proceed South 42 degrees 37 minutes 10 seconds East for a distance of 658.05 feet to a point, the actual Point of Beginning;  
 Thence proceed South 42 degrees 37 minutes 10 seconds East for a distance of 401.35 feet to a point;  
 Thence proceed South 47 degrees 22 minutes 50 seconds West for a distance of 751.07 feet to a point;  
 Thence proceed North 19 degrees 20 minutes 31 seconds West for a distance of 744.99 feet to a point;  
 Thence proceed North 79 degrees 10 minutes 03 seconds East for a distance of 537.24 feet to a point, the actual Point of Beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 8.00 acres more or less.

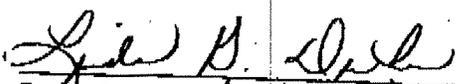
All as shown on the survey by Carl A. Jeansonne, Jr., Professional Land Surveyor, dated October 9, 1997 and recorded in the records of East Feliciana Parish, Louisiana at entry no. 150021.

5 Closing and Signatures.

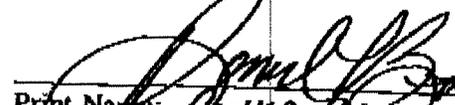
5.1 Thus done and passed in Baton Rouge, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, in the presence of the undersigned competent witnesses, who sign their names with Mortgagor, and me, Notary, after due reading of the whole.

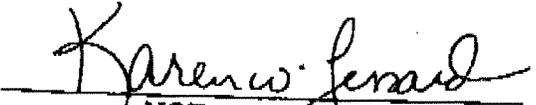
WITNESSES:

TOUCH COMMUNICATIONS, INC.

  
Print Name: Linda G. Ducham

By:   
Larry Stockstill, President

  
Print Name: RONALD BENNETT

  
Karen W. Ferard  
NOTARY PUBLIC

5.2 Thus done and passed in \_\_\_\_\_, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, in the presence of the undersigned competent witnesses, who sign their names with Mortgagee, and me, Notary, after due reading of the whole.

WITNESSES:

FELICIANA BANK & TRUST CO.

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

SCHEDULE 3

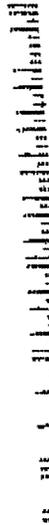
FCC Licenses

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
PERMIT NO. G111

FEDERAL COMMUNICATIONS  
COMMISSION  
WASHINGTON, DC 20554  
OFFICIAL BUSINESS  
PENALTY FOR PRIVATE USE \$300

BETHANY WORLD PRAYER CENTER, INC.  
13855 PLANK ROAD  
BAKER, LA 70714

FCC 372-B (02/00) NOTIFICATION

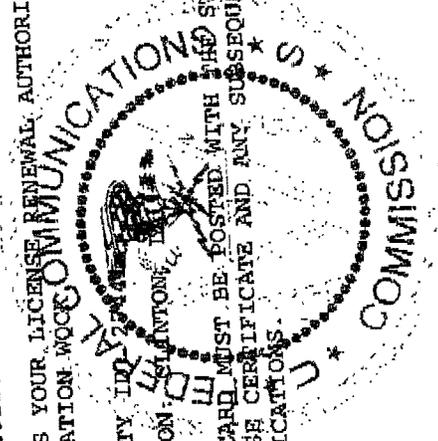


LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRH-20040202AVC, WAS GRANTED ON 05/27/2004 FOR A TERM EXPIRING ON 06/01/2012.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WQCC.

FACILITY: LA 2204  
LOCATION: STANTON, LA



THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

707144999 04

MAY 19 1997

FEDERAL COMMUNICATIONS  
COMMISSION  
WASHINGTON, DC 20554

OFFICIAL BUSINESS  
PENALTY FOR PRIVATE USE \$300

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
PERMIT NO. 0111

HOFFMAN MEDIA OF LOUISIANA, INC.  
WQCK FM STATION  
2461 EISENHOWER AVENUE  
ALEXANDRIA, VA 22331

FCC 372-A (10/96)

10/15/04

REVISED LICENSE AUTHORIZATION

PURSUANT TO COMMISSION ACTION IN MM DOCKET  
No. 96-90 IMPLEMENTING SECTION 203 OF THE  
TELECOMMUNICATIONS ACT OF 1996, THIS IS TO  
NOTIFY YOU THAT THE LICENSE AUTHORIZATION FOR  
STATION: WQCK  
LOCATION: CLINTON, LA  
HAS BEEN REVISED TO A TERM EXPIRING ON 06-01-2004

ONLY THE LICENSE TERM OF YOUR PREVIOUSLY ISSUED  
LICENSE AUTHORIZATION IS AFFECTED. ALL PREVIOUS  
TERMS AND CONDITIONS ARE STILL IN EFFECT.

THIS ALSO SERVES AS A NOTICE TO YOU THAT YOUR  
CURRENT LICENSE AUTHORIZATION IS VALID FOR YOUR  
CURRENTLY AUTHORIZED AUXILIARY SERVICES.

THIS CARD MUST BE KEPT WITH THE STATION'S  
LICENSE AUTHORIZATION AND ANY SUBSEQUENT  
MODIFICATIONS, AND ANY PREVIOUSLY ISSUED  
RENEWAL AUTHORIZATION.



United States of America

FEDERAL COMMUNICATIONS COMMISSION  
FM BROADCAST STATION LICENSE



Official Mailing Address:

HOFFMAN MEDIA OF LOUISIANA, INC.  
2461 EISENHOWER AVENUE  
ALEXANDRIA, VA 22331

Authorizing Official:

*Robert D. Greshberg*  
Robert D. Greshberg  
Supervisory Engineer, FM Branch  
Audio Services Division  
Mass Media Bureau

Grant Date: JUN 26 1992

Call sign: WQCK

This license expires 3:00 am.  
local time: June 01, 1996

License File No.: BLH-920108KB

This license covers Permit No.: 901130IC

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 506 of the Communications Act of 1934.

Name of Licensee:

HOFFMAN MEDIA OF LOUISIANA, INC.

Station Location:

LA-CLINTON

753-1726

Call sign: WQCK

License No.: BLN-920106KE

Frequency (MHz): 92.7

Channel: 224

Class: C2

Hours of Operation: Unlimited

Main Studio Address:

LA-5280 GROOM ROAD, BAKER

Transmitter location (address or description):

HIGHWAY 10, 4.5 KM WEST-SOUTHWEST OF CLINTON, LOUISIANA

Remote control point address:

LA-5280 GROOM ROAD, BAKER

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

Transmitter output power (kW): 17.0

Antenna type: (directional or non-directional): Non-directional

Desc: HARRIS/ERI FKH-4AB, FOUR SECTIONS, CIRCULARLY POLARIZED,  
SIDE-MOUNTED ON A UNIFORM CROSS-SECTION GUYED STEEL TOWER.

Antenna coordinates: North Latitude: 30 51 3.0  
West Longitude: 91 04 31.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the horizontal plane (kW) . . . . . :	32.0	32.0
Height of radiation center above ground (meters) . . . . . :	179.0	179.0
Height of radiation center above mean sea level (meters) . . . . . :	243.0	243.0
Height of radiation center above average terrain (meters) . . . . . :	184.0	184.0



Federal Communications Commission  
Wireless Telecommunications Bureau

Page 1 of 1  
1245

RADIO STATION AUTHORIZATION

Licensee: BETHANY WORLD PRAYER CENTER, INC.

FCC Registration  
Number (FRN): 0001710946

BETHANY WORLD PRAYER CENTER, INC.  
13855 PLANK ROAD  
BAKER LA 70714

Call Sign KA74758	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

Grant Date 04-18-1985	Effective Date 04-18-1985	Expiration Date 06-01-2004	Print Date 01-22-2003
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Area of Operation  
Other: 92 KMRA CLINTON LA

Antenna Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	455.92500	MO	1	0	100KF3E	25.000				

Broadcast Auxiliary Parent Station Facility ID Number: 27441

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.



Federal Communications Commission  
Wireless Telecommunications Bureau

Page 1 of 1  
1246

RADIO STATION AUTHORIZATION

Licensee: BETHANY WORLD PRAYER CENTER, INC.

FCC Registration  
Number (FRN): 0001710946

BETHANY WORLD PRAYER CENTER, INC.  
13855 PLANK ROAD  
BAKER LA 70714

Call Sign KPH562	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

Grant Date 02-20-1992	Effective Date 02-20-1992	Expiration Date 06-01-2004	Print Date 01-22-2003
--------------------------	------------------------------	-------------------------------	--------------------------

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1  
Address: HWY 10, 2.8 MI W. OF CLINTON  
City: CLINTON County: EAST FELICIANA State: LA  
Lat (NAD83): 30-51-3.7 N Long (NAD83): 91-4-31.4 W ASR No.: Ground Elev: 64.0

Antennas

Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	450.01000	FB	1	0	10K0F3E	15.000	45.150	99.0		

Broadcast Auxiliary Parent Station Facility ID Number. 27441

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
PERMIT NO. G111

FEDERAL COMMUNICATIONS  
COMMISSION  
WASHINGTON, DC 20554

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE \$300

SEP 25 1996

HOFFMAN MEDIA OF LOUISIANA, INC.  
WQCK FM STATION  
C/O 2461 EISENHOWER AVENUE  
ALEXANDRIA, VA 22331

LICENSE RENEWAL AUTHORIZATION

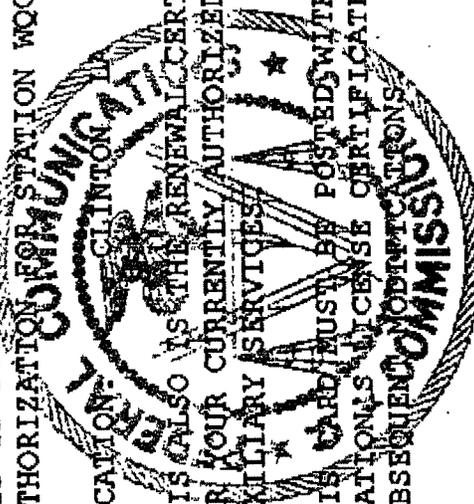
THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE WAS GRANTED ON 09-19-1996 FOR A TERM EXPIRING ON 06-01-2003

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WQCK

LOCATION: CLINTON, LA

THIS ALSO IS THE RENEWAL CERTIFICATE FOR YOUR CURRENTLY AUTHORIZED AUXILIARY SERVICES

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT NOTIFICATIONS



FCC 372 (4/96) NOTIFICATION

**LAW REQUIRES POSTING IN CONSPICUOUS PLACE**

**220728**

**SALES/USE TAX  
REGISTRATION CERTIFICATE**

**220728**

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA**

**OWNER: TOUCH COMMUNICATIONS INC**

**SIC CODE: 4810.00  
TELEPHONE COMMUNICATIONS**

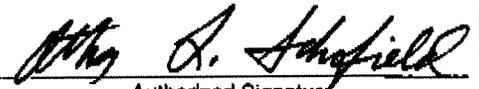
**TOUCH COMMUNICATIONS INC  
13567 PLANK RD  
BAKER LA 70714**

**LOCATION  
13567 PLANK RD  
BAKER, LA**

**EFFECTIVE: 1999/06/01**

**ISSUED: 1999/08/19**

**ACCOUNT NUMBER  
30-00593-043**

By:   
Authorized Signature

**CERTRG**

**NON-TRANSFERRABLE**

**This portion may be folded or detached at perforation for confidentiality**

**THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW.**

**EACH PLACE OF BUSINESS MUST BE REGISTERED SEPARATELY.**

**IF THIS BUSINESS IS CLOSED, MOVED, OR SOLD, TAXPAYER WILL INDICATE THIS ON THE REVERSE SIDE OF THIS CERTIFICATE, SIGN AND FORWARD IT TO THE CITY-PARISH REVENUE DIVISION.**

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION

**RADIO BROADCAST STATION LICENSE**

Licensee Name: **BETHANY WORLD PRAYER CENTER, INC**

Radio Service: **RP AUXILIARY REMOTE PICKUP** License Effective Date: **02/20/1992**  
 Call Sign: **KPH562** File Number: **911028MT** License Expiration Date: **06/01/2004**  
 Associated Broadcast Station: **WQCK**

**981203A 78 1 1Z**

**BETHANY WORLD PRAYER CENTER, INC**  
**13855 PLANK ROAD**  
**BAKER LA 70714**

**Station Technical Specifications**

FCC ID	Frequencies MHZ	Station Class	No. of units	Emission Designator	Output Power (Watts)	Overall Height	Ground Elev.	Ant. Ht. to Tip	Antenna Latitude	Antenna Longitude
A:	450.01000	FB	1	1OK0F3E	15.000	184	64	99	30-51-03	091-04-31
TRANSMITTER		STREET ADDRESS				CITY		COUNTY		STATE
A:	HWY 10, 2.8 MI W	OF CLINTON		CLINTON		EAST FELICIANA		LA		
AZIMUTH										
SITE	A: 192.0									
POLARIZATION										
SITE	A: H									
PAINTING AND LIGHTING SPECIFICATIONS										
SITE	A: SEE ATTACHED FORM 715/715A PARAGRAPHS: 1 3 4 13 21 22									
SPECIAL COND: (FAC ID 27441)										
The latitude/longitude are authorized in North American Datum 1927 (NAD27). Additionally, the antenna height to tip, ground elevation, AAT and area of operation units are authorized in metric.										
EMISSION DESIGNATOR(S) CONVERTED TO CONFORM TO DESIGNATOR(S) SET OUT IN PART 2 OF THE COMMISSION'S RULES.										



**RADIO BROADCAST STATION LICENSE**

Licensee Name: **BETHANY WORLD PRAYER CENTER INC**

Radio Service: **RP AUXILIARY REMOTE PICKUP** License Effective Date: **04/18/1985**  
 Call Sign: **KA74758** File Number: **8105260N** License Expiration Date: **06/01/2004**  
 Associated Broadcast Station: **WQCK**

981221A 48 1 1Z

**BETHANY WORLD PRAYER CENTER INC**  
**1355 PLANK RD**  
**BAKER LA 70714**

**Station Technical Specifications**

FCC ID	Frequencies MHZ	Station Class	No. of units	Emission Designator	Output Power (Watts)	Overall Height	Ground Elev.	Ant. Ht. to Tip	Antenna Latitude	Antenna Longitude
G:	455.92500	MO	1	100K3E	25.000					
<p>AREA OF OPERATION                  SITE G: LA 32 KMRA CLINTON</p> <p>SPECIAL COND: (FAC ID 27441)</p> <p>The latitude/longitude are authorized in North American Datum 1927 (NAD27). Additionally, the antenna height to tip, ground elevation, AAT and area of operation units are authorized in metric.</p>										
<p>EMISSION DESIGNATOR(S) CONVERTED TO CONFORM TO DESIGNATOR(S)                  SET OUT IN PART 2 OF THE COMMISSION'S RULES.</p>										



SCHEDULE 4

Litigation

NONE

SCHEDULE 5

Insurance

**ACORD EVIDENCE OF PERSONAL PROPERTY INSURANCE** CSR YG DATE (MM/DD/YYYY) 02/24/2005

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

AGENCY	PHONE (A/C, No, Ext): 225-292-3515	COMPANY
	FAX (A/C, No): 225-292-3893	Guide One Insurance
Arthur J. Gallagher, B&H Div 235 Highland Dr Suite 200 Baton Rouge LA 70810	ADDRESS:	1111 Ashworth Road West Des Moines, IA 50265-3538
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: BETHA-2		
INSURED	LOAN NUMBER	POLICY NUMBER
Bethany World Prayer Center/ Touch Family Broadcasting 13855 Plank Road Baker LA 70714		1215-413
	EFFECTIVE DATE	EXPIRATION DATE
	06/05/04	06/05/05
	CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION	
001	Radio Station
13567 Plank Road Baker LA 70714	

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Premise 12 Building 1 BUILDING PERS PROP	310000 874800	5000 5000

**REMARKS (Including Special Conditions)**

REMARKS (Including Special Conditions)

**CANCELLATION**

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE		

FOR INFORMATION ONLY  
FOR INFORMATION ONLY  
FOR INFORMATION ONLY

**ACORD EVIDENCE OF PERSONAL PROPERTY INSURANCE** CSR YG DATE (MM/DD/YYYY) 02/24/2005

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

AGENCY	PHONE (A/C, No, Ext): 225-292-3515	COMPANY
	FAX (A/C, No): 225-292-3893	Pacific Insurance Company, Ltd 1001 Bishop St. Honolulu HI 96813
	ADDRESS:	
Arthur J. Gallagher, BB&H Div. 235 Highland Dr. Baton Rouge LA 70810		
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: BETHA-2		
INSURED	LOAN NUMBER	POLICY NUMBER
Bethany World Prayer Center/ Touch Family Broadcasting 13855 Plank Road Baker LA 70714		260030418
	EFFECTIVE DATE	EXPIRATION DATE
	08/01/04	08/01/05
	CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION	
001	Tower
Hwy 10, Clinton LA	

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Tower	250,000	10,000
Building	30,000	5,000
Transmission Equipment	75,000	5,000
Generator	30,000	5,000
Misc Broadcasting Equip/max limit per item \$2,500	10,000	5,000
BI/EX	100,000	5,000

**REMARKS (including Special Conditions)**

Equipment/Inland Marine Coverage

**CANCELLATION**

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

FOR INFORMATION ONLY  
FOR INFORMATION ONLY  
FOR INFORMATION ONLY

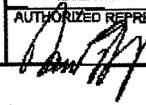
<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR YG BETHA-2	DATE (MM/DD/YYYY) 02/24/05
<b>PRODUCER</b> Arthur J. Gallagher, EB&H Div. 235 Highlandia Dr. - Suite 200 Baton Rouge LA 70810 Phone: 225-292-3515 Fax: 225-292-3893		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Bethany World Prayer Center Inc. Touch Family Broadcasting a wholly owned subsidiary of 13855 Plank Road Baker LA 70714		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Guide One Insurance INSURER B: Clarendon America Insurance INSURER C: Bridgfield Casualty Ins. Co. INSURER D: Scottsdale Insurance Company INSURER E:	<b>NAIC #</b> 43095

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. POLY. LTR. INSR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	1215-413	06/05/04	06/05/05	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Emp Ben. 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DSA011698 \$10,000/\$20,000 ROAD LIMT	06/05/04	06/05/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	1215414	06/05/04	06/05/05	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	19803041	08/01/04	08/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000
D	OTHER Media/Professiona SIF \$5,000/except	LSS001893 \$10,000 Eac LIMITED BENEF	06/03/04	06/03/05	Each Loss 3,000,000 Aggregate 3,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
FOR INFO FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT A

Studio Lease

LEASE

BE IT KNOWN AND REMEMBERED that on the dates and at the places hereafter shown, and before the undersigned authorities, duly commissioned and qualified in their respective parishes, and in the presence of the undersigned good and competent witnesses

PERSONALLY CAME AND APPEARED:

**BETHANY WORLD PRAYER CENTER, INC. ("LESSOR")**, whose Tax Identification Number is 72-0779675, a Louisiana non-profit corporation, represented herein by Larry R. Stockstill, its President, having its offices located at 13855 Plank Road, Baker, Louisiana 70714, authorized by corporate resolution dated \_\_\_\_\_, 2005, a certified copy of which is attached hereto; and

**EDUCATIONAL MEDIA FOUNDATION ("LESSEE")**, whose Tax Identification Number is \_\_\_\_\_, a California non-profit corporation, represented herein by Richard Jenkins, its President, having its offices located at 5700 West Oaks Boulevard, Rocklin, CA 95765, authorized by corporate resolution dated \_\_\_\_\_, 2005, a certified copy of which is attached hereto;

who have mutually covenanted and agreed as follows:

1.

The parties acknowledge that:

- A. By that certain Asset Purchase Agreement ("**Purchase Agreement**") dated March 31, 2005, LESSOR has agreed to sell to LESSEE certain of the assets owned by LESSOR that are listed in an appendix to the Purchase Agreement and which are used solely in the operation of radio station WQCK-FM, Clinton, Louisiana (the "**Station**");
- B. LESSOR has agreed in the Purchase Agreement to lease a portion of the office space within the approximately 6,000 square foot studio building located at 13567 Plank Road, Baker, Louisiana (the "**Building**") and LESSOR's existing 100' microwave tower used in connection with the Station and located outside of the Building to LESSEE for a period of six months;
- C. The parties desire to enter into this Lease agreement (the "**Lease**") in order to give effect to the provisions of the Purchase Agreement cited above.

2.

Subject to the provisions of Paragraph 20, LESSOR hereby leases to LESSEE to occupy and use the following-described property:

- A. That portion of the office space consisting of a production room, an “on-air” room and 2 additional rooms for office use, which the parties roughly estimate to consist of approximately 820 square feet, and shared use of approximately 1,613 square feet of designated common areas within the Building, all shown as the leased area on a diagram of the Building attached to and made a part hereof as **Exhibit “A”** (together with the Tower, as defined below, the “**Leased Premises**”).
- B. An existing 100’ microwave tower used in connection with the Station and located outside of the Building, as also indicated on Exhibit “A” (the “**Tower**”), and shared use of the parking area.

3.

TERM: Subject to the provisions of Paragraph 15, the term of this Lease shall be for a period of six months commencing as of \_\_\_\_\_, 2005, and ending on \_\_\_\_\_, 2005. Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month to month only, at 300% of the rents herein specified, and shall otherwise be on the terms and conditions herein specified, so far as applicable. However, nothing herein shall be construed to waive any other rights LESSOR may have under any applicable law.

4.

RENTAL: LESSEE agrees to pay as rental for the Leased Premises the sum of Three Thousand and No/100 (\$3,000.00) DOLLARS in consecutive monthly installments of \$500.00 each (the “**Rent**”), payable in advance on the 1<sup>st</sup> day of each month. No Rent payment shall be considered delinquent which is received by LESSOR within ten days of the date due, but thereafter a late fee of Fifty (\$50.00) Dollars shall also be due together with interest at the highest rate allowed by law on the unpaid Rent from the date due until paid, all of which shall be due and payable immediately. If this Lease shall begin on a day other than the first day of a calendar month, then the first Rent payment shall be a pro-rated amount for the remaining portion of that calendar month, and thereafter the monthly Rent shall be due on the first day of each succeeding calendar month during the entire term of this Lease, and any extensions or renewals thereof.

5.

USE: LESSEE is obligated to use the Leased Premises solely for the purpose of operating the Station, and for no unlawful purpose. The violation of any law by LESSEE shall be a justifiable cause for immediate cancellation of this Lease by LESSOR, at LESSOR’s option.

6.

WARRANTY: LESSOR warrants that LESSOR has the right to lease the Leased Premises to LESSEE, and will, so long as this Lease remains in effect and LESSEE is not in default hereunder, warrant and defend LESSEE’s possession against any and all persons.

7.

REPAIRS AND MAINTENANCE: LESSEE has inspected the Leased Premises and acknowledges that they are in good condition. LESSEE agrees to keep the Leased Premises in good condition during the term of the Lease at LESSEE's expense and to return them to LESSOR in the same condition at the termination of the Lease, normal wear and tear excepted.

LESSOR's obligation to repair shall be limited to necessary repairs to the roof, structural walls and foundations, plumbing, electrical and mechanical systems of the Leased Premises, and then only to the extent that the repairs do not arise out of the fault or negligence of LESSEE or LESSEE's agents, employees, licensees or invitees.

Should LESSEE fail to make such repairs as it is obligated to make hereunder, LESSOR may, at LESSOR's option, have the repairs made and LESSEE agrees to reimburse LESSOR for all related costs within ten (10) days of receiving from LESSOR a written request therefor accompanied by a statement itemizing the expenses incurred.

LESSEE agrees not to cause or permit the presence, use, disposal, storage or release of any hazardous substances upon the Leased Premises during the term of this Lease.

8.

TAXES AND UTILITY CHARGES: LESSEE agrees to pay during the term of this Lease a pro rata portion amounting to 27% (as computed below) of all day-to-day maintenance and operation costs for gas, electricity, water, cable television services, internet connections, office cleaning and any other utilities used or consumed in the Building. Its pro rata portion of 27% is based upon the square footage of the area of which it has exclusive use plus one-half of the common areas, divided by the total square footage of the Building (i.e.,  $820 + 806.5 = 1,626.5 \div 6,000 = 27\%$ ). Further, LESSEE shall install and pay all recurring and non-recurring charges for its own telephone, any other communication systems and lines and the Tower and all associated transmission equipment. LESSOR agrees to pay or cause to be paid punctually all ad valorem taxes and assessments due on the Leased Premises during the term of this Lease.

9.

INSURANCE: LESSOR, at its sole cost and expense, shall keep the Building, the adjacent parking areas and its equipment fully and reasonably insured against loss or damage by fire, lightning, vandalism and malicious mischief, and the usual extended coverage endorsements, and carry such other insurance, including without limitation liability insurance, as carried by prudent operators of similar buildings. However, coverage for liability or property damage for any improvements or betterments installed by LESSEE is excluded.

LESSEE, at its sole cost and expense, shall keep its fixtures, merchandise and equipment fully and reasonably insured against loss or damage by fire, lightning, vandalism and malicious mischief, and the usual extended coverage endorsements, and shall maintain premises liability insurance for all of its leased or occupied space in the amount of at least One Million (\$1,000,000) Dollars per occurrence and name LESSOR as an additional insured on the liability policy. LESSEE, prior to its occupancy, shall provide LESSOR with certificates of insurance evidencing all insurance coverage required of LESSEE under the terms of this Paragraph 9.

LESSEE shall, at its sole cost and expense, also provide Worker's Compensation and Employers' Liability Limits as required by the State's Labor Code and Employers' Liability Coverage. The Worker's Compensation carrier shall agree to waive all rights of subrogation against each of LESSOR, its officers, officials and employees, for losses arising from the Leased Premises.

As to the insurance required pursuant to this Paragraph 9, LESSOR and LESSEE each agree that these shall be non-recourse, and does hereby for itself and its insurer waive subrogation in favor of the other party for each and all insured and noninsured claims and losses.

10.

INDEMNIFICATION: LESSEE shall occupy the Leased Premises at its own risk and shall indemnify, defend and hold LESSOR harmless against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred (including without limitation reasonable attorneys fees and costs) for personal injury, death or property damage as a result of any breach by LESSEE, its agents, servants, employees, customers, visitors or licensees of any covenant or condition of this Lease, or as a result of LESSEE's strict liability or use or occupancy of the Leased Premises or the carelessness, negligence or improper conduct of LESSEE, its agents, servants, employees, customers, visitors or licensees.

LESSOR shall indemnify, defend and hold LESSEE harmless against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred (including without limitation reasonable attorneys fees and costs), for personal injury, death or property damage as a result of any breach by LESSOR, its agents, servants, employees, customers, visitors or licensees of any covenant or condition of this Lease, or as a result of LESSOR's use or occupancy of that portion of the premises other than the Leased Premises or the carelessness, negligence or improper conduct of LESSOR, its agents, servants, employees, customers, visitors or licensees.

11.

ADDITIONS AND ALTERATIONS: LESSEE shall not make any additions or alterations to the Leased Premises without the advance written permission of LESSOR, which consent it may grant or withhold in its sole discretion. However, LESSOR or LESSOR's agents shall have the right to enter the Leased Premises and make repairs necessary for the preservation of the property. Any additions made to the Leased Premises shall become the property of LESSOR and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease.

12.

ACCESS: LESSEE shall allow LESSOR full access to inspect the Leased Premises at all times during the term of the Lease.

13.

SURRENDER OF POSSESSION: At the expiration of this Lease or at its termination for cause, LESSEE is to immediately (i) surrender possession by actual delivery of all keys to LESSOR and (ii) remove all of its personal property and equipment, repair any damage caused thereby and restore all affected areas to a good condition. Any such property of LESSEE which remains on the Leased Premises after termination of the Lease shall be considered abandoned and, at LESSOR's option, shall become the property of LESSOR without any claim for payment therefor by LESSEE, or may be removed by LESSOR at LESSEE's cost and expense. Reimbursement for any repair, restoration or removal undertaken by LESSOR pursuant to this Paragraph shall be made by LESSEE within ten (10) days of written demand therefor by LESSOR.

14.

ABANDONMENT: Should the Leased Premises be abandoned by LESSEE or should LESSEE begin to remove personal property to the detriment of LESSOR's lien, then LESSOR, at LESSOR's option, in addition to any other rights it may have by law or otherwise, may cause the entire Rent for the unexpired term to become immediately due and payable, or cancel the Lease.

15.

DEFAULT: Should LESSEE fail to pay the Rent or any other charges arising under this Lease promptly as stipulated; or should it breach any of the other terms of the Lease; or should voluntary or involuntary bankruptcy proceedings be commenced by or against LESSEE; or should LESSEE make an assignment for benefit of creditors; then, in any of the said events, LESSEE shall be ipso facto in default and LESSOR, in addition to any other rights it may have by law or otherwise, shall have the option to terminate the Lease immediately upon giving LESSEE written notice thereof, or demand payment of the Rent for the whole unexpired term of the Lease, or proceed one or more times for past due installments without prejudicing LESSOR's rights to proceed later for the Rent for the then-unexpired term. LESSEE hereby waives any advance notice to vacate which might otherwise be required under Louisiana law in any such circumstance.

16.

DEPOSIT: A security for the performance of LESSEE's obligations under this Lease, including without limitation the obligation to timely pay Rent, the obligation to maintain the Leased Premises and the obligation to deliver the Leased Premises clean at the expiration of the Lease, LESSEE deposited with LESSOR the sum of \$500.00 as a damage and default deposit.

17.

ATTORNEY'S FEES: If an attorney is employed to protect or enforce any right of LESSOR arising under this Lease, LESSOR shall be entitled to reimbursement of its reasonable attorney's fees and costs by LESSEE.

18.

**SUBLEASE:** LESSEE may not sublease or assign this Lease without the advance written approval of LESSOR, which approval LESSOR may grant or withhold in its sole discretion.

19.

**NOTICES:** Any notices, requests, demands and other communications required or permitted under this Lease shall be in writing (which shall include notice by telex or facsimile transmission) delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or by an overnight delivery service, or sent by facsimile (but only if a hard copy is also sent by overnight courier), addressed as follows:

**LESSOR:** Bethany World Prayer Center, Inc.  
13855 Plank Road  
Baker, LA 70714  
Attn: Al Crouch, General Manager  
Telephone (225) 774-1700  
Telecopier: (225) 778-2686

with copy to :

Hebert, Spencer, Cusimano & Fry, L.L.P.  
701 Laurel Street  
Baton Rouge, LA 70802-5692  
Attn: Charles L. Spencer  
Telephone: (225) 344-2601  
Telecopier: (225) 387-1714

**LESSEE:** Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attn: Richard Jenkins, President  
Telephone: 916-251-1730  
Telecopier: 916-251-1731

with a copy to:

Shaw Pittman  
2300 N Street, NW  
Washington, DC 20037  
Attn: Bryan T. McGinnis, Esq.  
Telephone: (202) 663-8346  
Telecopier: (202) 663-8007

or such other addresses as shall be similarly furnished in writing by either party. Such notices or communications shall be deemed to have been given as of the date of personal delivery, or if

mailed, the date the return receipt is signed or the date on which delivery is refused, or if delivered by facsimile, on the date of receipt.

20.

ADDITIONAL USE OF PREMISES: Subject to the other provisions of this Lease, LESSOR shall have the right to use for itself or to lease to others any space in or outside of the Building, other than the non-common areas of the Leased Premises leased to LESSEE, for any lawful purpose. LESSEE acknowledges that the Premises may be used throughout the term of this Lease for the operation by LESSOR of its Class A television broadcast station WLFT-CA, Baton Rouge, Louisiana.

21.

WAIVER: Failure on the part of LESSOR to complain of any action or non-action on the part of LESSEE, no matter how long the same may continue, shall never be deemed to be a waiver by LESSOR of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by LESSOR shall be construed as a waiver of any of the other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provision(s).

22.

INVALIDITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23.

PROVISIONS BINDING: Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the permitted successors and assigns of LESSOR and LESSEE.

24.

HEADINGS: The descriptive headings throughout this Lease are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions hereof.

**(Remainder of Page Intentionally Left Blank)**

THUS DONE AND PASSED on \_\_\_\_\_, 2005 at \_\_\_\_\_,  
California, the undersigned parties having affixed their signatures in the presence of me, Notary,  
and the undersigned witnesses, after due reading of the whole.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

WITNESSES:

LESSEE:

**Educational Media Foundation**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Richard Jenkins, Its President

\_\_\_\_\_  
NOTARY PUBLIC  
(My Commission Expires: \_\_\_\_\_)

THUS DONE AND PASSED on \_\_\_\_\_, 2005 at \_\_\_\_\_,  
Louisiana, the undersigned parties having affixed their signatures in the presence of me, Notary,  
and the undersigned witnesses, after due reading of the whole.

WITNESSES:

LESSOR:

**Bethany World Prayer Center, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Larry R. Stockstill, Its President

\_\_\_\_\_  
NOTARY PUBLIC  
Charles L. Spencer, Bar Roll No. 12332

**EXHIBIT "A"**

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, on this day personally appeared **Larry R. Stockstill**, President of Bethany World Prayer Center, Inc., a Louisiana nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2005.

**Bethany World Prayer Center, Inc.**

By: \_\_\_\_\_  
Larry R. Stockstill, President

\_\_\_\_\_  
NOTARY PUBLIC  
Charles L. Spencer, Bar Roll No. 12332

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared **Richard Jenkins**, President of Educational Media Foundation, a California non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2005.

**Educational Media Foundation**

By: \_\_\_\_\_  
Richard Jenkins, President

\_\_\_\_\_  
NOTARY PUBLIC  
(My Commission Expires: \_\_\_\_\_)

EXHIBIT B

Seller Note

**PROMISSORY NOTE**

\$150,000

\_\_\_\_\_, 2005

FOR VALUE RECEIVED, the undersigned, EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation (the "Maker"), hereby promises to pay to the order of BETHANY WORLD PRAYER CENTER, INC., a Louisiana non-profit corporation (the "Holder"), at 13855 Plank Road, Baton Rouge, Louisiana 70714, 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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

The principal of this promissory note (the "Note") shall be payable as follows:

- (i) \$50,000 on the date that is six (6) months after the date written above;
  - (ii) \$50,000 on the date that is twelve (12) months after the date written above;
  - (iii) \$50,000 on the date that is eighteen (18) months after the date written above;
- provided, that, if any such 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.

No interest shall accrue or be payable upon the principal amount of the Note.

This Note is issued pursuant to an Asset Purchase Agreement, dated as of March \_\_\_\_, 2005, between the Maker and the Holder (the "Purchase Agreement") relating to the Maker's purchase from the Holder of the assets used in connection with the operations of radio station WQCK(FM), Clinton, Louisiana (the "Station").

Maker may from time to time prepay a portion or the entire principal of the Note without penalty, provided, however, that such prepayment shall not substitute for one or several future remaining payments, and that each of said payments shall remain due in accordance with the terms of this Note until the remaining principal is paid in full.

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 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;

(d) Default by the Maker under that certain Security Agreement of even date herewith executed by Maker in favor of the Holder (the "Security Agreement"), which default continues uncured within the applicable cure period set forth therein;

(e) The transfer or assignment of the licenses issued by the Federal Communications Commission for the operation of the Station, unless this Note and the obligations evidenced hereby are discharged at the closing 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 remaining unpaid on this Note at once due and payable without further notice, time being of the essence, whereupon the same shall forthwith be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of the continuation of such default or any subsequent default.

Maker shall pay to the Holder a late charge of 15% of any unpaid amount if said amount remains unpaid ten (10) business days after the notice for demand is received or deemed delivered. If suit is brought to collect this Note, the Holder shall be entitled to collect all reasonable costs and expenses of suit, including attorney fees of twenty-five (25%) percent of the sums due hereunder and court costs.

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 delivery to a courier service which guarantees overnight delivery, or three (3) 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:

Bethany World Prayer Center, Inc.  
13855 Plank Road  
Baker, Louisiana 70714  
Attn: Al Crouch, General Manager  
Telephone: (225)774-1700  
Telecopier: (225)778-2686

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

Hebert, Spencer, Cusimano & Fry, L.L.P.  
701 Laurel Street  
Baton Rouge, LA 70802-2686  
Attn: Charles L. Spencer  
Telephone: (225)344-2601  
Telecopier: (225)387-1714

If to Maker, 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

This Note is secured by that certain Security Agreement of even date herewith executed by Maker in favor of the Holder, and upon the occurrence of an Event of Default the Holder may exercise all rights and remedies set forth in such Security Agreement, provided, that the security interest of Holder is a second priority security interest with respect to a first priority security interest to be granted by Maker to Region's Bank, N.A. (the "Bank") in connection with a loan to Maker for acquisition of the Station, and further provided, that the security agreement entered into by Maker for benefit of the Bank may contain reasonable and customary covenants restricting Holder's ability to exercise its rights under a Security Agreement in an Event of Default to Holder. Maker shall execute and deliver such financing or continuation statements, or amendments thereto, and such other instruments and notices as may be necessary or desirable in order to perfect the security interests and other rights granted in the Security Agreement. With respect to the grant of any security interests in the Security Agreement, Maker authorizes Holder to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the collateral.

With respect to the Bank loan and the security agreement in favor of the Bank, Maker covenants to (i) provide, concurrently to the Bank and Holder, all information that Maker is required to provide to the Bank thereunder; (ii) require the Bank to give to Maker written notice of Holder's default contemporaneously with the giving of any or all notices of default that are given by the Bank to Maker thereunder; and (iii) give to Holder written notice thereof immediately upon receipt by Maker of any and all default and/or other notices and

communications which Maker receives from the Bank thereunder.

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 internal laws of the State of Louisiana without regard to its principles of conflicts of law that may direct the application of the laws of another jurisdiction. 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. Maker after having consulted or having had the opportunity to consult with legal counsel, knowingly, voluntarily, intentionally and irrevocably: (a) consents to the jurisdiction of the 19<sup>th</sup> Judicial District Court of the State of Louisiana and the United States District Court for the Middle District of Louisiana with respect to any legal action relating to this Note ("Litigation"); (b) waives any objections to the venue of any Litigation in either such court; (c) agrees not to commence any Litigation, except in either of such courts and agree not to contest the removal of any Litigation commenced in any other court to either of such courts; (d) agrees not to seek to remove, by consolidation or otherwise, any Litigation commenced in either of such courts to any other court; and (e) agrees not to contest the discretionary jurisdiction of either such court with respect to any declaratory judgment or other action in equity. These provisions will not be deemed to have been modified in any respect except by written instrument executed by each of Maker and Holder.

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

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Richard Jenkins  
President

EXHIBIT C

Seller Security Agreement

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT, dated as of \_\_\_\_\_, 2005, is by and between BETHANY WORLD PRAYER CENTER, INC., a Louisiana non-profit corporation ("Secured Party"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Debtor").

Concurrently herewith, and in accordance with that certain Asset Purchase Agreement, dated as of March \_\_, 2005 (the "Purchase Agreement"), entered into by and between Debtor and Secured Party pursuant to which Debtor agreed to purchase from Secured Party the assets owned by Secured Party and used in connection with the operation of station WQCK(FM), Clinton, Louisiana (the "Station"), Secured Party is lending an aggregate principal amount of One Hundred Fifty Thousand Dollars (\$150,000) to the Debtor thereon, which is evidenced by a certain Promissory Note of even date herewith in favor of the Secured Party (the "Note") executed in connection with the Purchase Agreement and delivered to Secured Party.

All capitalized terms, unless otherwise defined herein, shall have the meanings set forth in the Note.

**SECTION 1. Security.**

(a) As security for the payment of the \$150,000 principal indebtedness under the Note referenced above (the "Obligations"), Debtor hereby grants to Secured Party a continuing second lien perfected enforceable security interest in the Collateral set forth in Schedule 1 hereto, subject only to the first lien perfected enforceable security interest granted to Region's Bank, N.A. (the "Bank").

(b) Debtor irrevocably appoints Secured Party as its lawful attorney-in-fact and agent to execute, on its behalf, financing statements and any assignment documents and to file on its behalf appropriate financing statements.

(c) Debtor hereby represents and warrants to Secured Party that: (i) except for the first lien perfected enforceable security interest granted by the Debtor in favor of the Bank and the second lien perfected enforceable security interest granted to the Secured Party pursuant to this Security Agreement, Debtor is, or to the extent that certain of the Collateral is to be acquired after the date hereof, will be and remain, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and (ii) to the best of Debtor's knowledge, except for financing statements filed by the Bank, no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement.

**SECTION 2. Covenants of Debtor.**

Debtor hereby covenants that:

(a) Debtor will defend the Collateral against any claims and demands of all

other persons at any time claiming the same or an interest therein which would conflict with any claim or interest of Secured Party (except for the lawful senior interests of the Bank). Debtor will maintain the tangible property included within the Collateral in good operating condition and repair, and use it only in connection with the operation of the Station unless disposed of in the ordinary course of business and replaced with equipment of substantially equivalent value. Debtor will not encumber, sell, transfer, assign, abandon or otherwise dispose of the Collateral except for: (i) sale or transfer of Inventory, and cancellation of Insurance (subject to Section 2(b) hereof) in the ordinary course of business, (ii) liens arising from taxes, assessments, charges, levies or claims that are not yet due or that remain payable without penalty or which are being contested in good faith by appropriate proceedings, (iii) liens arising from legal proceedings, so long as such proceedings are being contested in good faith by appropriate proceedings diligently conducted and so long as execution is stayed on all judgments resulting from any such proceedings, (iv) liens created by this Security Agreement and the Bank's senior liens, (v) dispositions of items of Equipment no longer useful to Debtor in the ordinary course of business, and (vi) trade-ins, replacements or exchanges of items of Equipment for other items of Equipment having an equal or greater value (in excess of any purchase money liens on such items) and useful in Debtor's business, provided, however, that Debtor may sell the assets and licenses of the Stations in a transaction in which the Collateral hereunder is substituted by collateral of equal or greater value and approved in advance by the Secured Party.

(b) Debtor will have and maintain insurance with financially sound and reputable insurance companies or associations in such amounts and covering such risks as are usually carried by companies engaged in the same or a similar business and similarly situated, including without limitation, property and casualty insurance and public liability insurance.

(c) Upon reasonable advance notice to Debtor, Secured Party may examine and inspect the Collateral owned by Debtor at any reasonable time and at any reasonable place, wherever located.

(d) Debtor will pay promptly when due all taxes and assessments upon the Collateral owned by Debtor or upon its use or sale unless such taxes or assessments are being contested in good faith by Debtor. At its option, Secured Party may discharge taxes, liens or other encumbrances at any time levied against or placed on the Collateral which have not been stayed as to execution and contested with due diligence in appropriate legal proceedings, and Secured Party may pay for insurance on the Collateral if Debtor has failed to comply with such obligation and may pay for maintenance and preservation of the Collateral if Debtor fails to do so. Debtor shall reimburse Secured Party on demand for any such expense incurred by Secured Party pursuant to the foregoing authorization.

(e) Debtor will from time to time upon demand furnish to Secured Party such further information and will execute and deliver to Secured Party such financing statements and assignments and other papers and will do all such acts and things as may be necessary or appropriate to establish, perfect and maintain a valid security interest in the Collateral as security for the Obligations, and Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements or copies thereof or of this Security

Agreement with respect to the Collateral signed only by Secured Party.

**SECTION 3. Events of Default.**

(a) Debtor shall be in default under this Agreement upon the occurrence of any of following events or conditions (each, an "Event of Default"):

(i) an "Event of Default" shall occur under the Note and Secured Party's acceleration of such Note; or

(ii) any representation or warranty made by Debtor in this Security Agreement shall prove to have been incorrect in any material respect on or as of the date made or deemed made, and such inaccuracy is not cured to the satisfaction of Secured Party within fifteen (15) days after the date on which Secured Party gives Debtor written notice of such failure; or

(iii) Debtor shall fail to perform or observe any material term, covenant, or agreement contained in this Security Agreement, and such failure is not cured to the satisfaction of Secured Party within fifteen (15) days after the date on which Secured Party gives Debtor written notice of such failure.

(b) Upon the occurrence of an Event of Default, Secured Party shall have all of the rights, powers and remedies set forth in the Note and this Agreement, together with the rights and remedies of a secured party under the applicable Uniform Commercial Code, including without limitation the right to sell, lease or otherwise dispose of any or all of the Collateral and to take possession of the Collateral, except to the extent such rights are in conflict with or restricted by rights of the Bank under its security agreement with Debtor. Secured Party may require Debtor to assemble its Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Debtor hereby agrees that the place or places of location of the Collateral are places reasonably convenient to it to assemble the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send to Debtor reasonable advance notice of the time and place of any public sale or reasonable advance notice of the time after which any private sale or any other disposition thereof is to be made. The requirement of sending reasonable advance notice shall be met if such notice is mailed, postage prepaid, to Debtor at least fifteen (15) business days before the time of the sale or disposition. After deducting all expenses incurred by Secured Party in protecting or enforcing its rights in the Collateral, the residue of any proceeds of collection or sale of the Collateral shall be applied to the payment of principal, first, and then interest of Debtor's Obligations, and Debtor shall remain, liable for any deficiency.

(c) Upon the occurrence and continuing existence of an uncured Event of Default, subject to rights or restrictions contained in the Bank's security agreement, Secured Party shall have the right to require that Debtor join with the successful bidder or other purchaser at a foreclosure sale regarding the Collateral in seeking from the FCC all applicable prior approvals of the assignment of the Stations' FCC Licenses to such bidder or other purchaser. In that regard,

Debtor agrees to execute and deliver all applications, certificates, instruments, assignments and other documents and papers that may be required to obtain any necessary FCC consent, approval or authorization. It is expressly understood that such sale shall be subject to all applicable consents and prior approvals of the FCC.

(d) Each of Debtor and Secured Party, after having consulted or having had the opportunity to consult with legal counsel, knowingly, voluntarily, intentionally and irrevocably: (a) consents to the jurisdiction of the 19<sup>th</sup> Judicial District Court of the State of Louisiana and the United States District Court for the Middle District of Louisiana with respect to any legal action relating to this Security Agreement ("Litigation"); (b) waives any objections to the venue of any Litigation in either such court (except, in the case of Secured Party, as and to the extent necessary to secure in personam jurisdiction over the property of Debtor or to enforce any lien or security interest or enforce any judgment); (c) agrees not to commence any Litigation, except in either of such courts and agree not to contest the removal of any Litigation commenced in any other court to either of such courts; (d) agrees not to seek to remove, by consolidation or otherwise, any Litigation commenced in either of such courts to any other court; and (e) agrees not to contest the discretionary jurisdiction of either such court with respect to any declaratory judgment or other action in equity. These provisions will not be deemed to have been modified in any respect or relinquished by either Debtor or Secured Party except by written instrument executed by each of them.

#### **SECTION 4. Collection.**

Upon the occurrence of an Event of Default pursuant to Section 3(a) hereof, Secured Party shall have the following rights and powers in addition to those specified in Section 3 above:

(a) Secured Party shall have the right to notify the contract obligors obligated on any or all of Debtor's Insurance to make payment thereof directly to Secured Party, and Secured Party may take control of all proceeds of any of the Insurance or General Intangibles.

(b) Debtor hereby irrevocably appoints Secured Party to be Debtor's true and lawful attorney-in-fact, with full power of substitution, in Secured Party's name or Debtor's name or otherwise for Secured Party's sole use and benefit, but at Debtor's cost and expense, to exercise at any time after the occurrence and continuing existence of an Event of Default pursuant to Section 3(a), but subject to the provisions of Section 8 hereof and the rights and restrictions contained in the Bank's security agreement, the power to sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof and to apply for and obtain any required consents of any governmental authority for any such sale or other disposition, as full and effectually as if Secured Party were the absolute owner thereof.

(c) Debtor shall, upon demand, pay to Secured Party the amount of any and all costs and expenses, including the fees and expenses of Secured Party's Counsel and of any experts and agents that Secured Party may incur in connection with any matters relating to the maintenance of the security rights granted hereunder and the enforcement of Secured Party's rights under this Security Agreement.

(d) Debtor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement.)

**SECTION 5. Limitations.**

With respect both to Obligations and Collateral, Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the collection or protection of Collateral not in Secured Party's possession, and Secured Party's duty with reference to Collateral in its possession shall be to use reasonable care in the custody and preservation of such Collateral, but such duty shall not require Secured Party to engage in:

- (i) the collection of income thereon;
- (ii) the collection of debt;
- (iii) the taking of steps necessary to preserve rights against prior parties, although Secured Party is authorized to reasonably undertake any such action if deemed appropriate by Secured Party.

**SECTION 6. Successors and Assigns.**

The covenants, representations, warranties and agreements herein set forth shall be binding upon Debtor, its legal representatives, successors and assigns, as joint and several obligations, and shall inure to the benefit of Secured Party, its successors and assigns.

**SECTION 7. Miscellaneous.**

(a) No delay or omission by Secured Party in exercising any of its rights hereunder shall be deemed to constitute a waiver thereof. All rights and remedies of Secured Party hereunder shall be cumulative and may be exercised singularly or concurrently.

(b) This Agreement shall be governed by and construed under the laws of the State of Louisiana, without regard to its principles of conflict of laws. None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an agreement in writing signed by Secured Party and Debtor.

(c) All notices, statements, requests and demands herein provided for 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 Secured Party, to:

Bethany World Prayer Center, Inc.  
13855 Plank Road  
Baker, Louisiana 70714  
Attn: Al Crouch, General Manager  
Telephone: (225)774-1700  
Telecopier: (225)778-2686

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

Hebert, Spencer, Cusimano & Fry, L.L.P.  
701 Laurel Street  
Baton Rouge, LA 70802-2686  
Attn: Charles L. Spencer  
Telephone: (225)344-2601  
Telecopier: (225)387-1714

If to Debtor, 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

**SECTION 8. FCC Approval.** Notwithstanding anything to the contrary contained herein, any foreclosure on, sale, transfer or other disposition of any Collateral or any other action taken or proposed to be taken hereunder that would affect the operational, voting, or other control of Debtor or affect the ownership of the FCC Licenses, shall be pursuant to Section 310(d) of the Communications Act of 1934, as amended (the "Communications Act"), and to the applicable rules and regulations of the FCC and, if and to the extent required thereby, subject to the prior

consent to the FCC and any other applicable governmental authority. Notwithstanding anything to the contrary contained herein, Secured Party will not take any action pursuant hereto that would constitute or result in any assignment of the FCC Licenses if such assignment of license would require under then existing law (including the Communications Act), the prior approval of the FCC, without first obtaining such approval of the FCC and notifying the FCC of the consummation of such assignment (to the extent required to do so).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed by their duly authorized officers as of the date and year first above written.

**Secured Party:**

**BETHANY WORLD PRAYER CENTER,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Debtor:**

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Richard Jenkins  
President

## SCHEDULE 1

The following Equipment, Inventory, General Intangibles and Insurance are collectively referred to as the "Collateral":

(a) All personal property of Debtor located within the Station's 54 dBu coverage areas and used in connection with the operation of the Station (the "Equipment").

(b) All of the Debtor's inventory, merchandise and goods in all forms, used solely in connection with the operations of the Station, whether now existing or hereafter acquired, and the proceeds and products thereof (but excluding any inventory, merchandise and goods which are also used in connection with Debtor's ownership and operation of its other broadcast stations and facilities) (the "Inventory");

(c) All of Debtor's presently existing and hereafter acquired or arising general intangibles and other intangible personal property used solely in the operation of the Station, including without limitation rights under all contract rights and all present and future authorizations, permits, licenses, franchises, government authorizations, including Debtor's rights under present and future authorizations, permits and licenses issued or granted to Debtor by the Federal Communications Commission (an "FCC License") for the ownership and operation of the Station, and all rights incident or appurtenant to such authorizations, permits and licenses (but only to the extent it currently is, or hereafter may become, lawful to grant a security interest in such FCC License), together with the rights to receive all proceeds derived from or in connection with the sale, assignment or transfer of any FCC License used for ownership or operation of the Station (the "General Intangibles"); and

(d) All insurance policies held by the Debtor or naming the Debtor as loss payee (or naming Debtor as an additional insured as its interest may appear) relating to the operation of the Station, including without limitation, casualty insurance and property insurance, and the proceeds thereof (the "Insurance").

Notwithstanding anything contained herein to the contrary, as used herein the term "Collateral" does not include (a) any personal property of Debtor which is not located within the 54 dBu coverage area of the Station, (b) any interest in Debtor's listener pledges and donations, (c) any of Debtor's slogans, logos, jingles, programming, program formats, trademarks, trade names, service marks, copyrights and applications for any of the foregoing, and all goodwill associated therewith, and other similar intangible rights and interests issued to or owned by Debtor in connection with the operations of the Station, or (d) any intangible property of Debtor that is used in connection with Debtor's ownership and operation of its other broadcast stations and facilities.

Except for principal indebtedness of the Note outstanding from time to time, the Obligations do not include, and this Security Agreement does not secure, any liability, obligation or indebtedness of Debtor to Secured Party, whether now existing or hereafter arising and howsoever evidenced.