

AGREEMENT

This Agreement is between Starboard Media Foundation, Inc. (“Seller”), and East Texas Community Repeater Group (“Buyer”) providing for the sale from Seller to Buyer of the License issued by the Federal Communications Commission (the “FCC”) for FM translator station K250AJ, Tyler Texas (FCC Facility ID No. 142709) (“the Station”) and all assets related thereto. The terms of the Agreement are as follows:

Representations and Warranties

Through their execution of this Agreement, the parties represent and warrant to each other:

Seller is a non-profit corporation in good standing in the State of Wisconsin; Buyer is a General Partnership in good standing in the State of Texas. Seller and Buyer are authorized to do business in the state of Texas.

All corporate and partnership actions necessary for the execution, delivery and performance of this Agreement have been duly taken.

Neither party is subject to any agreement, condition or disability that would prevent it from executing and carrying out the terms of this Agreement.

Purchase Price

Buyer will pay Seller the total sum of \$2,000.00 (the “Purchase Price”) as consideration for the Station. Buyer will pay to Seller’s Counsel by cashier’s check payable to Seller a Deposit of \$1,000.00 within 3 days of execution of this Agreement. The Deposit will be held by Seller’s Counsel until Closing and released to Seller at that time. At Closing, Buyer will pay to Seller the remaining balance of \$1,000.00 (“Closing Payment”) through a cashier’s check and by overnight delivery on the Closing Date (defined below).

FCC Application

Within five (5) business days after execution of this Agreement Buyer and Seller will jointly prepare and file an application for assignment of the Station from Seller to Buyer (the “Assignment Application”). Each party pledges to diligently prosecute the Assignment Application and promptly file any amendments thereto requested by the FCC. Buyer will pay the filing fee for the application.

Closing Date; Closing Requirements

The parties will close the transaction provided for in this Agreement on a mutually-agreeable date no later than the fifth (5th) business day after the FCC approves

the assignment application (the "Closing Date"). Closing will take place through the delivery by Seller to Buyer via fax or electronic mail (followed by an overnight courier delivery of the original) of an assignment of License document and any other documents necessary to transfer the License and assets of the Station, executed by Seller in a form reasonably acceptable to Buyer. Upon receipt of such Assignment documents, Buyer will wire or overnight the Closing Payment to Seller as provided above, and will direct Seller's Counsel to release the Deposit to Seller.

Modification Application

Buyer plans to file an application to modify the License to specify a new transmitter site. Seller will cooperate with Buyer with in filing such an application with the understanding that consummation of the transaction provided for in this Agreement will be contingent upon FCC approval of the modification application.

Termination

Either party to this Agreement not in default hereunder may cause the Agreement to be terminated in its entirety if the other party defaults in its performance under this Agreement. Buyer may terminate this Agreement if the Assignment Application is not approved by the FCC by November 1, 2007; in the event of such a termination, and if Buyer is not at fault for the FCC's delay in approval of the Assignment Application, Seller shall refund the Deposit to Buyer.

Remedies

Due to the unique nature of the broadcast facilities which are the subject of this Agreement, the parties agree that no remedy at law is likely to provide adequate redress for a breach of this Agreement. Therefore, in the event of Seller's default or breach of its obligations hereunder, Seller agrees that Buyer may seek specific performance of this Agreement. Should such an action be brought by Buyer, the non-prevailing party shall be responsible for paying the prevailing party's reasonable attorneys' fees. In the event of Buyer's breach of or default under this letter Agreement, Seller shall retain Buyer's Deposit as liquidated damages, in lieu of any and all other litigation against Buyer for damages.

Controlling Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall lie in the Federal or state courts with jurisdiction in Tyler, Texas, and Seller agrees to the jurisdiction of such Federal or state courts.

Notices

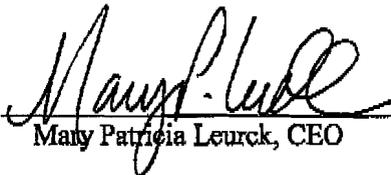
All notices given under this Agreement shall be in writing and shall be sent by Federal Express or by another national overnight courier service to the parties at their respective addresses as follows:

Seller: Mary Patricia Leurck
Starboard Media Foundation, Inc.
1496 Bellevue St., Suite 201
Green Bay, WI 54311-4205

Buyer: Mr. Dana Pearce, General Partner
East Texas Community Repeater Group
13618 County Road 2127 North
Henderson, TX 75652

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

STARBOARD MEDIA FOUNDATION, INC.

By: 
Mary Patricia Leurck, CEO

**EAST TEXAS COMMUNITY
REPEATER GROUP**

By: _____
Dana Pearce, General Partner

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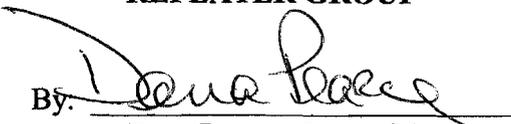
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