

A G R E E M E N T

THIS AGREEMENT, made this 17th day of May, 2010, by and between Four Rivers Community Broadcasting Corporation, a Pennsylvania Corporation, (hereinafter referred to as Seller), and Hope Christian Church of Marlton, Inc., a New Jersey corporation (hereinafter referred to as Buyer):

W I T N E S S E T H:

WHEREAS, Seller is the holder of a Construction Permit issued by the Federal Communications Commission (hereinafter referred to as "FCC"), for new FM Station WVBM, authorized to operate on 89.7 MHz at Morgantown, Pennsylvania, FCC Facility ID Number 90677 (hereinafter "Station"); and

WHEREAS, Seller desires to sell the Station to Buyer under the terms and conditions stated herein; and

WHEREAS, Buyer desires to acquire the Station under the terms and conditions stated herein; and

WHEREAS, Buyer is the licensee of FM Translator Station W284BF, New Providence, PA (the "Translator"); and

WHEREAS, Buyer desires to sell and Seller desires to acquire the Translator under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior written approval of the FCC;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. Assets to be Conveyed. Subject to the prior approval of the FCC, which shall be obtained by its grant of an appropriate application, Seller agrees to sell, transfer, assign, convey and deliver to Buyer and Buyer agrees to buy the Construction Permit for the Station. All debts of Seller shall remain the debts of Seller and are not being assumed by Buyer.

2. Consideration. In consideration for the conveyance of the Construction Permit to Buyer, and subject to the prior approval of the FCC, which shall be obtained by its grant of an appropriate application, Buyer agrees to sell, transfer, assign, convey and deliver to Seller the assets and license for the Translator. All debts of Buyer shall remain the debts of Buyer and are not being assumed by Seller.

Buyer also agrees to pay seller a monthly fee equal to lease payments on Seller's lease on a tower at Dover, PA effective from March 1, 2010 through the conclusion of the lease term on April 30, 2013. The current monthly lease payment is \$641.39. The lease payments may be escalated on May 1 of each year based on the following formula: IR/IL X Current monthly rent. IR is the Consumer Price index for the 5th month preceding May 1 each year and IL is the Consumer Price Index for the 17th month preceding May 1 each year. Seller will assist Buyer in assuming this lease should Buyer desire to do so.

3. Seller's Representations and Warranties; Indemnification.

Seller hereby represents and warrants as follows:

- (a) That it holds a valid Construction Permit for the Station.
- (b) That at present and on the closing date, (i) it has full power and authority to enter into and perform this Agreement; (ii) the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized; (iii) this Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms; and (iv) Seller is a corporation in good standing in the Commonwealth of Pennsylvania.
- (c) Seller will hold Buyer harmless from any and all claims relating to the operation of the Translator subsequent to the Closing date, or a breach of Seller's representations and warranties herein. Should any such claims as described in this paragraph be made against Buyer, Seller further agrees to fully indemnify and hold Buyer harmless for the value of such claims, plus any and all costs, attorney's fees, expense, court costs, arbitration fees, or any other costs incurred by the Buyer in the handling or processing of any such claims that may be made.

4. Buyer's Representations and Warranties; Indemnification.

Buyer hereby represents and warrants as follows:

- (a) That at the time set for Closing of the transactions contemplated herein, it will be legally, financially and otherwise qualified to become the licensee of the Station. Buyer knows of no reason why the FCC would not approve its acquisition of the Station.
- (b) That at present and on the closing date Buyer: (i) is a corporation in good standing in the State of New Jersey; (ii) has full power and authority to enter into and perform this Agreement; (iii) the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized; and (iv) this Agreement constitutes a valid and binding agreement of the Buyer, enforceable in accordance with its terms.
- (c) That it holds a valid license for the Translator.
- (d) Buyer will hold Seller harmless from any and all claims relating to the operation of the Translator prior to the Closing date, operation of the Station subsequent to the Closing date, or a breach of Buyer's representations and warranties herein. Should any such claims as described in this paragraph be made against Seller, Buyer further agrees to fully indemnify and hold Seller harmless for the value of such claims, plus any and all costs, attorney's fees, expense, court costs, arbitration fees, or any other costs incurred by the Seller in the handling or processing of any such claims that may be made.

5. FCC Applications. In connection with preparing and filing of assignment applications for the Station and the Translator with FCC ("FCC Application(s)"), the parties shall bear their respective legal costs. All FCC fees, if any, in connection with the assignment application shall be paid by Buyer. Each party hereto represents that there is no broker entitled to a commission for this transaction. The FCC Applications contemplated by this transaction shall be filed no later than ten (10) business days after execution of this Agreement.

6. Pro-rations. Taxes, insurance, and prepaid expenses, if any, shall be pro-rated as of the date of closing.

7. Closing.

Closing shall take place at the main studio of WVBV, at another mutually agreed location, or by mail and electronic delivery, subsequent to the date on which grant of FCC consent has occurred upon ten (10) days' notice from Buyer to Seller, but not more than - forty-five days from the date of public notice of the FCC's consent. The parties' obligations to consummate the transactions contemplated hereunder shall be contingent on favorable FCC action on all of the FCC Applications. Either party may terminate this Agreement if the FCC has not granted such FCC Applications within nine (9) months of the date of execution of this Agreement, provided the terminating party is not then in breach hereunder.

At closing, Seller and Buyer will furnish each other instruments of conveyance reasonably satisfactory to their respective counsel to properly transfer the Station and the Translator to each other.

8. Control of the Station.

Prior to closing, Seller shall have complete control over the property and operation of the Station and Buyer shall have complete control over the property and operation of the Translator.

9. Assignment of Rights. Buyer shall have the right to assign its rights and obligations hereunder to another corporation having substantially the same ownership and control, provided that Buyer guarantees the performance by such corporation of Buyer's obligations hereunder.

10. Notices.

Notices which are to be sent by either party to the other under or pursuant to the terms of this Agreement shall be sent by overnight courier in which a receipt of delivery is received, or by United States Certified Mail, return receipt request, as follows:

If to Seller:

Four Rivers Community Broadcasting Corporation
PO Box 186
Sellersville, PA 18960
ATTN: Charles W. Loughery

Copy to:
Malcolm G. Stevenson
Schwartz, Woods and Miller
1233 20th Street, NW
Suite 610
Washington, DC 20036

If to Buyer:

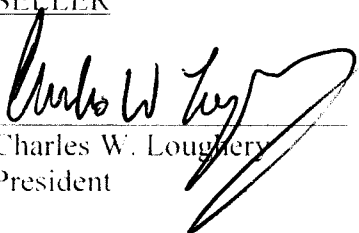
Hope Christian Church of Marlton, Inc
55 East Main Street
Marlton, NJ 08053
ATTN: William C. Luebkekmann, Jr.

Copy to:
Harry C. Martin
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209

11. This document is the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified except in writing and with the consent of all parties hereto. This document shall be binding on the heirs, successors and assigns of the parties hereto and shall be construed by the laws of the Commonwealth of Pennsylvania. This Agreement may be executed in counterpart facsimile copies. When exchanged, such executed counterpart copies shall have the same force and effect as a single executed Agreement.


IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date written above.

SELLER



Charles W. Loughery
President

BUYER



William C. Luebkekmann, Jr.
President