

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT, dated as of September 30, 2008 (this "Agreement"), by and between ONE MINISTRIES, INC., a California corporation ("OMI"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("EMF").

WITNESSETH:

WHEREAS, OMI is the permittee of KORB(FM) Juneau Alaska, Channel 201, 88.1 MHz (FIN: 175915), and two new FM radio stations licensed to serve Juneau, Alaska: Channel 209, 89.7 MHz (FIN: 175901) and Channel 213, 90.5 MHz (FIN: 176015) (collectively "Juneau Stations");

WHEREAS, EMF is the permittee of FM radio station KAIS, Hopland, California, Channel 204, 88.7 MHz, FIN: 88397 ("KAIS");

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission ("FCC"), EMF desires to acquire and OMI desires to sell certain assets and FCC licenses associated with the Juneau Stations, and EMF desires to sell and OMI desires to acquire certain assets and FCC licenses associated with KAIS.

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) **Juneau Stations.**

(i) On the Closing Date (as hereinafter defined), OMI shall sell, assign and transfer to EMF, and EMF shall purchase, assume and receive from OMI, the assets, properties, interests and rights of OMI of whatsoever kind and nature, which are held by OMI and used or useful in connection with the operation of the Juneau Stations, including without limitation (the "Juneau Assets") (but excluding the Excluded Assets described in subparagraph (iii) below):

(A) All of the licenses, construction permits and other authorizations, including the authorizations issued by the FCC (collectively, the "Juneau Authorizations"), the Federal Aviation Administration (the "FAA"), if any, and any other federal, state or local governmental authorities to OMI in connection with the conduct of the business or operations of the Juneau Stations identified on Schedule 1 hereto;

(ii) The Juneau Assets shall be transferred to EMF free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, or other claims or encumbrances of any nature whatsoever ("Liens"), except for taxes not yet due and payable ("Permitted Liens"). Except as expressly set forth herein, EMF is not agreeing to,

and shall not, assume any liability, obligation, undertaking, expense or agreement of OMI of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any OMI employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render EMF liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the “OMI Retained Liabilities.”

(iii) The following assets and associated liabilities relating to the business of the Juneau Stations shall be retained by OMI and shall not be sold, assigned or transferred to EMF (the “Juneau Excluded Assets”):

(A) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of the Juneau Stations prior to Closing;

(B) All rights of OMI under all contracts, leases and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by OMI;

(C) All deposits and all prepaid expenses and taxes; and

(D) OMI’s corporate records.

(b) **KAIS.**

(i) On the Closing Date (as hereinafter defined), EMF shall sell, assign and transfer to OMI, and OMI shall purchase, assume and receive from EMF, certain assets, properties, interests and rights of EMF of whatsoever kind and nature, which are held by EMF and used in connection with KAIS, as identified in below (the “KAIS Assets”):

(A) EMF’s equipment and other tangible personal property, used solely in the conduct of the business or operations of KAIS (the “KAIS Tangible Personal Property”), (together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date), as identified on Schedule 2 hereto; and

(B) All of the licenses, construction permits and other authorizations, including the authorizations issued by the FCC (collectively, the “KAIS Authorizations”), the Federal Aviation Administration (the “FAA”), if any, and any other federal, state or local governmental authorities to EMF in connection with the conduct of the business or operations of KAIS identified on Schedule 3 hereto.

(C) All of EMF’s right, title and interest in and to any leasehold interests in the real property (the “KAIS Lease”) used or useful in the conduct of the operations of KAIS, as identified on Schedule 4 hereto.

(ii) The KAIS Assets shall be conveyed to OMI free and clear of all Liens. Except as expressly set forth herein, OMI is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of EMF of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any EMF employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render OMI liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the “EMF Retained Liabilities.”

(iii) EMF shall not sell, assign or transfer to OMI any assets, of whatever kind or nature, which are held by EMF and used or useful in connection with the operations of any station or stations other than KAIS (the “EMF Excluded Assets”), and specifically including, without limitation, the following:

(A) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of KAIS prior to Closing;

(B) All rights of EMF under all contracts, leases (except the KAIS Lease) and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by EMF relating to property or equipment repaired, replaced, restored by EMF prior to the Closing Date;

(C) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(D) All deposits and all prepaid expenses and taxes;

(E) EMF’s corporate records; and

(F) EMF will retain the call letters “KAIS”.

2. **Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Juneau Assets to EMF and the KAIS Assets to OMI, in addition to the exchange of assets, on the Closing Date EMF shall tender to OMI the sum of Seven Thousand Five Hundred Dollars (\$7,500) (“Cash Purchase Price”).

3. **FCC Consent; Assignment Application.** At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, EMF and OMI shall execute, file and vigorously prosecute applications with the FCC (each an “Assignment Application,” together the “Assignment Applications”) requesting its consent (the “FCC Consent”) to the assignment (i) from OMI to EMF of the Juneau Authorizations and (ii) from EMF to OMI of the KAIS Authorizations. EMF and OMI shall take all reasonable steps to

cooperate with each other and with the FCC to secure such FCC Consents without delay, and to promptly consummate this Agreement in full.

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 EMF which shall be no later than ten (10) days following the date on which all FCC Consents shall have become Final Orders (as hereinafter defined). 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 or in such other manner as mutually agreed upon by the parties.

5. **Representations and Warranties of OMI.** OMI hereby makes the following representations and warranties to EMF which shall be true as of the date hereof and on the Closing Date:

(a) OMI is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by OMI and no other proceedings on the part of OMI are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and each ancillary document and instrument to be executed and delivered hereunder (the "Transaction Documents") has been and will be duly and validly executed and delivered by OMI and constitutes and will constitute the legal, valid and binding agreement of OMI 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) The execution, delivery and performance of this Agreement by OMI will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of OMI, or (ii) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a true and complete list of the Juneau 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 Juneau Stations. OMI is the authorized legal holder of the respective Juneau Authorizations identified on Schedule 1 hereto, none of which is subject to any restrictions or conditions that would limit in any respect the broadcast operations of the Juneau Stations, except such conditions as are stated on the face thereof and as identified on Schedule 1 hereto. The Juneau Authorizations are validly issued and are in full force and effect, unimpaired by any act or omission of OMI. Other than the proceedings affecting the radio broadcasting industry generally, (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of the Juneau Authorizations, and (ii) OMI 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 Juneau Stations or OMI with respect to the Juneau Stations. OMI has timely filed with the FCC all material reports required thereby and has timely paid any fines or forfeitures due to the FCC with respect to the Juneau Stations.

(d) There is no broker or finder or other person who would have any valid claim against OMI 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 OMI.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of OMI, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to OMI, or the Juneau Stations that could prevent or materially impede the consummation by OMI of the transactions contemplated by this Agreement.

(f) No event has occurred which could impose on OMI any liability for any taxes, penalties or interest due or to become due from OMI from any taxing authority.

(g) No representation or warranty made by OMI 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 EMF.

6. **Representations and Warranties of EMF.** EMF hereby makes the following representations and warranties to OMI which shall be true as of the date hereof and on the Closing Date:

(a) EMF is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California. EMF has the requisite organizational 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 EMF and no other proceedings on the part of EMF are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. The Transaction Documents have been and will be duly and validly executed and delivered by EMF and constitutes and will constitute the legal, valid and binding obligation of EMF 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) The execution, delivery and performance of this Agreement by EMF will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 2 hereto contains a list of certain material tangible personal property and assets owned by EMF for use in connection with the operation of KAIS. EMF owns and has, and will have on the Closing Date, good and marketable title to all such property. The KAIS Tangible Personal Property shall be transferred to OMI "as-is, where-is," without warranty.

(d) Schedule 3 hereto contains a true and complete list of the EMF Authorizations and all that are required for the lawful conduct of the business and operations of KAIS. EMF is the authorized legal holder of the KAIS Authorizations identified on Schedule 3 hereto, none of which is subject to any restrictions or conditions that would limit in any respect the broadcast operations of KAIS, except such conditions as are stated on the face thereof. The KAIS Authorizations are validly issued and are in full force and effect. Other than the proceedings affecting the radio broadcasting industry generally (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of the KAIS Authorizations, and (ii) EMF 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 KAIS or EMF with respect to KAIS. OMI acknowledges that KAIS is currently off the air, the license application for KAIS is currently pending and EMF makes no warranty as to the likelihood of FCC approval, before or after the Closing Date (BLED-20080408AEY). EMF makes no warranty as to successful completion of the currently pending zoning and permitting process related to the currently authorized KAIS tower site, provided, however, to the extent that OMI receives the necessary zoning permit(s) at the currently authorized tower site (BMPED-20070720ABV), EMF shall reimburse OMI's monthly rental payments for the first 12 months of the KAIS Lease. OMI agrees and acknowledges that the KAIS Lease shall not become final until the zoning and permitting process has been successfully completed and to the extent the zoning and permitting process is unsuccessful, the KAIS Lease shall not be assigned from EMF to OMI.

(e) There is no broker or finder or other person who would have any valid claim against EMF 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 EMF.

(f) EMF is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of KAIS. There is no litigation, proceeding or governmental investigation pending or to the knowledge of EMF, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to EMF or KAIS or that could affect any of the related KAIS Assets or prevent or materially impede the consummation by EMF of the transactions contemplated by this Agreement.

(g) No representation or warranty made by EMF 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 OMI.

7. **OMI Covenants.** OMI covenants with EMF that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) OMI will not, without the prior written consent of EMF, sell, lease, transfer or agree to sell, lease or transfer any of Juneau Assets or create any Lien on the Juneau Assets.

(b) OMI shall take all actions necessary to keep the Juneau Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect and shall promptly disclose to EMF any problems or developments which materially affect the Juneau Stations.

8. **EMF Covenants.** EMF covenants with OMI that, between the date hereof and the Closing Date, EMF shall act in accordance with the following:

(a) EMF will not, without the prior written consent of OMI, sell, lease, transfer or agree to sell, lease or transfer any of the KAIS 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 KAIS Assets.

(b) EMF shall maintain the KAIS Tangible Personal Property in accordance with standards of good engineering practice.

9. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of EMF hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) OMI 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 OMI prior to or as of the Closing Date;

(ii) The representations and warranties of OMI 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 Consents contemplated by this Agreement shall have become a Final Order;

(iv) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(v) There shall not be any Liens on the Juneau Assets.

(b) The performance of the obligations of OMI hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) EMF 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 EMF prior to or as of the Closing Date;

(ii) The representations and warranties of EMF 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 Consents contemplated by this Agreement shall have become a granted;

(iv) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(v) There shall not be any Liens on the KAIS Assets.

10. **Closing Deliveries.**

(a) At the Closing, OMI will execute and deliver to EMF the following, each of which shall be in form and substance satisfactory to EMF and its counsel:

(i) An Assignment and Assumption of the Juneau Authorizations, duly executed by OMI;

(ii) An Assignment and Assumption of the KAIS Authorizations, duly executed by OMI;

(iii) An Assignment and Assumption of the KAIS Lease, duly executed by OMI;

(iv) A certificate, dated the Closing Date, executed by an officer of OMI, certifying the fulfillment of the conditions set forth in Section 9(a)(i) and (ii) hereof;

(v) A certificate of good standing for OMI from the Secretary of State of California;

(vi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as EMF shall reasonably request, each in form and substance satisfactory to EMF and its counsel.

(b) Prior to or at the Closing, EMF will execute and deliver to OMI the following, each of which shall be in form and substance satisfactory to OMI and its counsel:

(i) A Bill of Sale in a form acceptable to OMI 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 OMI the KAIS Assets and effectively vest in OMI good and marketable title to the KAIS Assets

(ii) An Assignment and Assumption of the KAIS Authorizations, duly executed by EMF;

(iii) An Assignment and Assumption of the KAIS Lease, duly executed by EMF;

(iv) An Assignment and Assumption of the Juneau Authorizations, duly executed by EMF;

(v) A certificate, dated the Closing Date, executed by the President of EMF, certifying the fulfillment of the conditions set forth in Section 9(b)(i) and (ii) hereof;

(vi) The Cash Purchase Price; and

(vii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as OMI shall reasonably request, each in form and substance satisfactory to OMI and its counsel.

11. **Indemnification.**

(a) The several representations and warranties of OMI and EMF contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date. Each party agrees to indemnify the other for any post-closing breach of such representations, warranties and covenants by the indemnifying party.

12. **Termination.**

(a) This Agreement may be terminated by either EMF or OMI, 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: (i) 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; or (ii) if any of the Assignment Applications are designated for hearing or denied by Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within one year of the date the Assignment Applications are filed with the FCC.

13. **Specific Performance.** The parties acknowledge that the Juneau Stations and KAIS are unique assets not readily available on the open market and that in the event that either EMF, with respect to KAIS, or OMI, with respect to the Juneau Stations, fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to the other party as to which money damages alone will not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure by either EMF or OMI to perform its obligation to convey their respective assets in connection with the consummation of the transactions contemplated hereby, the opposing party shall be entitled to specific performance of the terms of this Agreement.

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 OMI, to:

One Ministries, Inc.
1355 Gordon Lane
Santa Rosa, CA 95404
Attn: Keith Leitch

If to EMF, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Mike Novak, President

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

David D. Oxenford, Esq.
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., N.W. Suite 200

Washington, D.C. 20006

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, 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 or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

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.

19. **Risk of Loss.** The risk of any loss, taking, condemnation, damage or destruction of or to any of the KAIS Tangible Personal Property (each, an "*Event of Loss*") on or prior to the Closing Date shall be upon EMF and the risk of any Event of Loss subsequent to the Closing Date shall be upon OMI.

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, which consent shall not be unreasonably withheld or delayed.

21. **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto, 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.

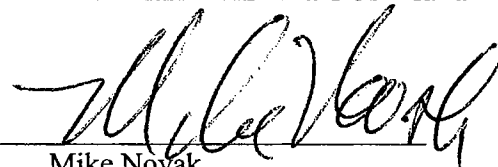
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ONE MINISTRIES, INC.

By: _____

EDUCATIONAL MEDIA FOUNDATION

By: 
Mike Novak
President

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

ONE MINISTRIES, INC.

By: Keith Leitch 9/30/08
Keith Leitch
President

EDUCATIONAL MEDIA FOUNDATION

By: _____
Mike Novak
President

SCHEDULE 1

Juneau FCC Authorizations

Current FCC Licenses, Authorizations
and Pending Authorizations For
NEW FM Radio Station serving Juneau, Alaska
Facility ID Number 175901
One Ministries, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Original Construction Permit	NEW	BNPED-20071018AEB	5/21/2008	5/21/2011

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1028325	01/01/1973	58-18-04.0 N 134-26-32.0 W	84.7 meters	Alaska-Juneau Communications, Inc.

Current FCC Licenses, Authorizations
and Pending Authorizations For
KORB(FM), Juneau, Alaska
Facility ID Number 175915
One Ministries, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Original Construction Permit	NEW	BNPED-20071018AED	5/21/2008	5/21/2011

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1028325	01/01/1973	58-18-04.0 N 134-26-32.0 W	84.7 meters	Alaska-Juneau Communications, Inc.

**Current FCC Licenses, Authorizations
and Pending Authorizations For
NEW FM Radio Station serving Juneau, Alaska
Facility ID Number 176015
One Ministries, Inc.**

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Original Construction Permit	NEW	BNPED-20071018AEX	5/21/2008	5/21/2011

Antenna Structure Registrations

Registration Number	Constructed Date	Coordinates	Overall Height	Owner
1028325	01/01/1973	58-18-04.0 N 134-26-32.0 W	84.7 meters	Alaska-Juneau Communications, Inc.

SCHEDULE 3

KAIS FCC Authorizations

**Current FCC Licenses, Authorizations
and Pending Authorizations For
KAIS(FM), Hopland, California
Facility ID Number 88397
Educational Media Foundation**

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Modification of Original Construction Permit	KAIS(FM)	BMPED-20070720ABV	12/10/2007	04/25/2008

Pending Applications

Application	Call Sign	FCC File Number	PN Date
License To Cover	KAIS(FM)	BLED-20080408AEY	4/11/2008