

## **AGREEMENT**

THIS AGREEMENT (the "Agreement") is dated as of June 13, 2006, and is made by and between EDUCATIONAL MEDIA FOUNDATION ("EMF"), RADIO ASSIST MINISTRY, INC. ("Radio Assist Ministry") and EDGEWATER BROADCASTING, INC. ("Edgewater") (collectively Radio Assist Ministry and Edgewater are referred to herein as "RAM").

WHEREAS, EMF holds the FM translator station license issued by the Federal Communications Commission (the "FCC") for station K218CW at San Angelo, Texas (Facility ID Number 91707) (the "EMF License");

WHEREAS, Radio Assist Ministry holds the construction permit for new FM translator station W227AZ, Brighton, Illinois (Facility ID Number 145215), and Edgewater holds the construction permit for W279AQ, Mascoutah, Illinois (Facility ID Number 151819)(collectively the "RAM CPs");

WHEREAS, Radio Assist Ministry and Edgewater share common interests and are acting together for purposes of this agreement;

WHEREAS, the Parties desire to exchange translators so that RAM will receive the license and associated assets of the EMF License and EMF will receive the RAM CPs;

WHEREAS, such exchange requires the prior approval of the FCC ("FCC Consent");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. Agreement to Purchase and Sell. EMF and RAM agree that, on a business day mutually agreeable to the Parties within five (5) business days after public notice of the grant of FCC Consent (the "Closing Date"), EMF shall sell, assign and convey to Radio Assist Ministry the EMF License, and RAM shall convey the RAM CPs to EMF, all to be conveyed simultaneously on the Closing Date. Edgewater acknowledges that the agreement of EMF for the conveyance of the EMF License to Radio Assist Ministry is good and sufficient consideration for Edgewater's entry into this agreement and its performance of its obligations hereunder. EMF and RAM shall cooperate to prepare and file applications with the FCC for assignment of the EMF License and the RAM CPs promptly upon execution of this Agreement, and each party shall bear its own costs with respect thereto. The parties shall diligently prosecute the applications, and will not take any action which is inconsistent with its performance of the obligations set out in this agreement.

2. Assignment. On the Closing Date, all assignments and transfers shall be made free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims,

pledges, conditional sales agreements, charges, covenants, conditions or restrictions (collectively, "Liens") of any kind or nature whatsoever. Such assignments shall be by instruments in form and substance reasonably satisfactory to each party. Each party represents and warrants to the other that it has the full power and authority to enter into this agreement; that the agreement has been approved by its governing Board and is binding on the company; that the agreement does not conflict with any other agreement, obligation or understanding with any other party; and that the party has no reason to believe that it cannot effectuate the agreement according to its terms.

3. Entire Agreement. This agreement represents the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof.

4. Termination. This agreement may be terminated by either party not in material breach of any terms of this agreement in the event the Closing Date has not occurred within one (1) year of the date hereof.

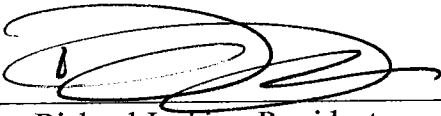
5. Warranties. Except as expressly set forth above, the assignments contemplated herein are without any representation or warranty of the assignor with respect to the FCC authorizations, express or implied.

6. Remedies. The parties recognize that the assets to be conveyed under this agreement are unique, and should either party breach its obligations hereunder, the other party would be entitled to a remedy of specific performance. In such case, the parties waive the defense that there would be an adequate remedy at law for a breach. In addition, in the event that any legal action is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which they may be entitled.

7. Miscellaneous. This agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. The headings in this Agreement are included for ease of reference only and shall not affect the construction of the provisions of this Agreement. This Agreement may be signed in counterparts, and each such counterpart shall constitute one and the same original agreement.

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

**EDUCATIONAL MEDIA FOUNDATION**

By:   
Richard Jenkins, President

**RADIO ASSIST MINISTRY, INC.**

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

**EDGEWATER BROADCASTING, INC.**

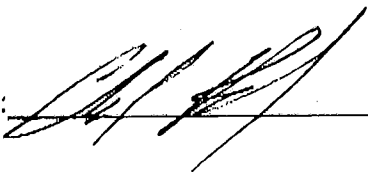
By: \_\_\_\_\_

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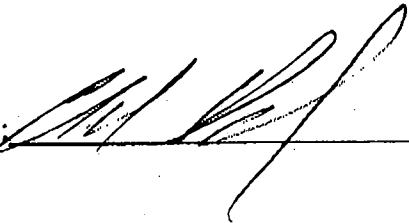
**EDUCATIONAL MEDIA FOUNDATION**

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

**RADIO ASSIST MINISTRY, INC.**

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

**EDGEWATER BROADCASTING, INC.**

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