

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") has been made and entered into as of this 8th day of Sept, 2009 by and between Gloria Dawn Patterson, a resident of California ("Consultant") and Family Life Broadcasting, Inc., an Arizona non-profit corporation ("Buyer").

WHEREAS, on August 27, 2009 Buyer and People of Action, a California non-profit corporation ("Seller") have entered into a Local Marketing Agreement (the "LMA") whereby Buyer is to provide programming and certain other services relating to the operation of radio broadcast station KGDP-FM, Santa Maria, California (the "Station"), all under the supervision of Seller; and

WHEREAS, also on August 27, 2009, Buyer and Seller entered into a Letter of Intent (the "LOI") that provided for both the LMA and eventual negotiation and execution of a formal asset purchase agreement (the "APA"), whereby Buyer is to purchase the Station from Seller; and

WHEREAS, the LOI provides, among other things, that in addition to the purchase price for the Station, Buyer will enter into a consulting agreement with Consultant for the provision of accounting expertise and other services relating to the Station; and

WHEREAS, as the Secretary of the Seller, Consultant has been active in the operation and management of the Station; and

WHEREAS, Buyer seeks to obtain for its own benefit the expertise of Consultant in the accounting operation of the Station as well as the Station's market, so as to effect reliable, efficient operation of the Station during the period while the LMA is in effect, as well as a smooth transition of the Station from the control of Seller to Buyer upon consummation of the APA and the continued operation of the Station in the public interest.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence on the date hereof or the date on which the APA is executed, whichever is later, and extend until consummation of the APA, unless the APA is earlier terminated, in which case no payment per paragraph 3(b) shall be due or payable.

2. Consultancy.

a. At the request of Buyer, Consultant during the term hereof shall make recommendations to Buyer concerning her observation of the accounting operation of the Station, together with such related duties as are customarily performed by accounting consultants to similar broadcast stations as Buyer shall reasonably request. Consultant shall meet with and/or provide Buyer with verbal or written reports of her recommendations with regard to the foregoing matters.



b. The parties contemplate that Consultant shall perform the foregoing services for no more than five (5) hours per month during the term hereof. Buyer acknowledges and agrees that Consultant is and will continue to be engaged in other business and personal matters and that Consultant's other commitments may preclude her availability to perform the duties contemplated hereunder at any specific time, and so such duties will be performed at such times as are mutually convenient for Buyer and Consultant. It is contemplated that few of the duties to be performed hereunder will have to be performed at the Station and that all consultations contemplated hereunder may be held telephonically.

c. Notwithstanding the generality of the foregoing, Seller will retain exclusive control over the management and operation of the Station, including its personnel, finances and programming, during the period when the LMA is in effect, and Buyer shall have exclusive control over such matters following consummation of the APA.

3. Compensation and Remedies for Breach. In consideration for the covenants and services already provided and to be provided pursuant to this Agreement, Buyer will pay to Consultant the sum of Twenty-Five Thousand Dollars (\$25,000) as follows: (a) on the date hereof and thereafter in advance on the corresponding day of each month the sum of One Thousand Dollars (\$1,000) and (b) the remainder upon consummation of the APA. All such payments shall be in cash or such equivalent form as Consultant may reasonably specify. Consultant and Buyer acknowledge the sufficiency of such consideration. Buyer and Consultant further acknowledge that such sum constitutes payment in full for services to be rendered throughout the term hereof. Consequently, should Consultant fail to perform any of the duties or fully observe any of her covenants herein, then Buyer shall be entitled to injunctive relief, provided, however, that should Consultant become unable to perform further duties hereunder for any reason the entire amount due hereunder shall be deemed fully earned and payable notwithstanding Consultant's inability.

4. Assignment. After execution hereof, should the LOI, LMA or APA be assigned from Buyer to any other party, then upon consummation of any such assignment the services to be provided by Consultant shall be performed for the benefit of such assignee, and such assignee shall assume the obligations of Buyer hereunder.

5. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by registered or certified mail, return receipt requested, postage prepaid, or by a reputable overnight carrier that provides a written confirmation of delivery, addressed as follows:

(a) If to Consultant:

Gloria Dawn Patterson
10102 W. Ida Avenue. # 216



Littleton, Colorado 80127

(b) If to Buyer:

Family Life Broadcasting, Inc.
7355 N. Oracle Road
Tucson, Arizona 85704
Attn: Dr. Randy L. Carlson, President

Either party may change its address for notices by written notice to the other given pursuant to this Section.

6. Parties Bound. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted electronically or by facsimile shall be deemed to be original signatures and shall constitute effective execution and delivery of this Agreement. The terms, conditions and provisions of this Agreement shall inure to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7. Entire Agreement. All agreements and understandings between the parties relating to the terms of this Agreement are embodied in this Agreement, and no changes shall be made unless and until the same shall be in writing and duly signed by the parties hereto.

8. Attorney Fees. The successful party in any action brought as a result of a material breach of this Agreement shall be entitled to reimbursement for reasonable costs and attorneys' fees.

9. No Waiver. No waiver of the violation of any covenant or condition hereunder shall be deemed to be a waiver of any subsequent violation of any covenant or condition, and no forbearance by a party shall be deemed a waiver by such party of its rights or remedies.

10. Choice of State Law. This document shall be governed and interpreted in accordance with the laws of the State of California without reference to the choice of law rules utilized in that jurisdiction.

11. Severability. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.



ATTEST


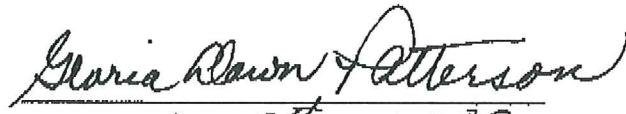
FAMILY LIFE BROADCASTING, INC.



By 
Dr. Randy L. Carlson, President

WITNESS:

GLORIA DAWN PATTERSON


9-8-09
9-8th-2009