

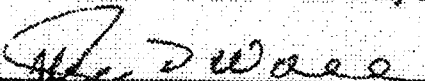
CERTIFIED
COPY

CONSENT RESOLUTION
OF
THE MEMBERS OF THE BOARD OF DIRECTORS
OF
WESCOAST BROADCASTING CO.


The undersigned, being all the Directors of Westcoast Broadcasting Co. ("Company") hereby resolve in lieu of formal meeting as follows:

That the Settlement Terms document ("Settlement Agreement") dated April 25, 2006, among James W. Wallace, Jr.; John D. Wallace; John D. Wallace, Personal Representative of the Estate of James W. Wallace, Sr., deceased; John D. Wallace, Trustee of the Helen D. Wallace Trust ULWT; and Westcoast Broadcasting by James W. Wallace, Jr., Director and President, and by John D. Wallace, Director and Secretary/Treasurer, is hereby ratified and approved and the Company shall convey the Company's interest in the low power television license currently used as the translator, together with the Company's interest in the lease of the Bromiley property on Badger Mountain where the translator is located, to Jump off Ridge, LLC, and further the Company transfer the property owned by the Company commonly referred to as the Jump off Ridge property, where certain towers owned by the Company are located, together with the Company's interest in the lease of space at the Jump off Ridge Property and the towers, to Jump off Ridge, LLC, and the officers and directors are hereby authorized and directed to take such steps as may be reasonable and necessary to accomplish the transfers as set forth herein and in the Settlement Agreement.

DATED effective the 25th day of April, 2006.


John D. Wallace, Director


James W. Wallace, Jr., Director


Darin Wallace, Director

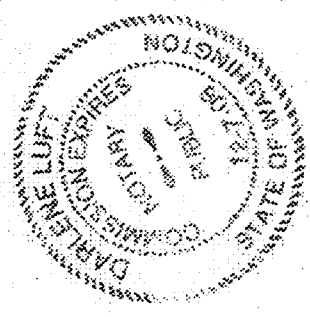
ate of Washington)
) ss.
wnty of Chehan)

I certify that this is a true and correct copy of the original document.

Dated: 11-27-06

Darlene Luft
Signature

Title: Notary Public
(Print Name) Darlene Luft
My appointment expires: 12/7/06



SETTLEMENT TERMS

This agreement (the "Agreement") sets forth agreed upon terms to resolve issues addressed herein among James W. Wallace Jr. ("Jim"), John D. Wallace individually ("John") and as the Personal Representative of the Estate of James W. Wallace Sr., deceased (the "Estate") and as Trustee of the Helen D. Wallace Trust ULWT ("Trust"), and Wescoast Broadcasting Company ("Wescoast" or the "Company"), relative to the sale of the radio stations owned by Wescoast (such radio stations and related assets are referred to herein as the "stations"), the status of stock ownership of the Company, personal obligations of Jim or John owing to the Company or shareholders of the Company, distribution of assets other than cash from the Company, the liquidation of the Company, and the sale of Jim's interest in the tower site in Bothel, being the interest of a beneficiary in a trust, as well as any other matter set out below. The execution of this document by the Directors and shareholders of Wescoast constitutes a waiver of meetings of the Directors and the shareholders to address the issues set forth herein and a resolution of the Board of Directors of Wescoast ("Board") approving the action and commitments set forth herein and recommending approval thereof by the shareholders of Wescoast ("shareholders"), and a resolution by the shareholders approving the recommendation of the Board to sell substantially all of the assets of the Company and approving the other matters set forth below, to the extent applicable to the Company or the shareholders. The foregoing individuals or entities are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

1. The stations shall be sold, either by: (i) an asset sale for not less than 90% of the appraised price of \$ or such better price as may be negotiated, and the listing of the stations for sale at that price with a broker is hereby ratified and approved, or (ii) a sale of stock owned by the shareholders for a price calculated by the CPA for the Company to be the essential equivalent of what the shareholders would receive upon an asset sale of the stations and liquidation of the Company, consistent with this Agreement. The shareholders agree to cooperate in a reasonable fashion to attempt to structure the sale in an effort to reduce the income tax consequences to Jim and other shareholders, provided nothing shall require John to agree to a structure he reasonably believes, based on the good faith opinion of John's CPA, may subject him to a risk of scrutiny or other adverse action by the IRS. In the event of an asset sale of the stations, the Company shall be liquidated and the asset distributed pursuant to the terms of this Agreement, to the shareholders according to their relative shareholdings.

2. The issued and outstanding shares of stock of the Company are owned as follows:

Estate	11.5
Jim	62.0
John	62.0
Helen D. Wallace Trust ULWT	<u>51.5</u>

Total:	187
--------	-----

3. Pending liquidation of the Company, Jim shall not sign checks for the Company, and the signature card(s) for Company bank account(s) may be changed to remove Jim as a signatory and to add other Company employees as selected by John.

4. Jim shall not terminate anyone's employment and shall not make or execute any contractual commitments or contracts on behalf of the company, without prior written approval of John. Jim shall personally remove himself from, and not participate in, management of the Company and the stations, except to the extent required by the Company's Board to accomplish the sale of the stations. The Company hereby approves and will pay monthly gross compensation of \$ to Jim through May of 2006, at which time no further compensation will be paid to Jim without formal written Board approval.

5. John shall purchase and Jim shall sell to John, Jim's interest in the tower site in Bothell for the appraised value of the tower site multiplied by the percentage interest Jim has in the income of that site as a beneficiary of a Trust, which shall be paid in full in cash at closing, which closing shall occur within 30 days after receipt of the appraisal by an independent appraiser selected, in good faith, by John.

6. The assets of the Company commonly referred to as the Doucett tower site lease and translator and Jump Off Ridge shall be distributed to John, in a manner to be determined by John, without additional consideration beyond that already provide by John to the Company.

7. ~~Company liabilities other than current liabilities incurred in the ordinary course of business which are due within (90) days past due (including, without limitation, payments due to the Washington State Department of Fish and Wildlife, Notes to Shareholders, and the \$10,000 payment) shall be paid or accounted for out of Jim's share of the sale or liquidation proceeds, except in the case of a liability where the Buyer does not require payment of such liability.~~ 4/25/06

8. Except as otherwise provided herein, no action shall be taken by the Company or other shareholders to recover from Jim what have been classified on the Company's balance sheet as "officer advances," so long as the provisions of this Agreement are complied with by Jim, and so long as the stations are sold within the term of the listing agreement, consistent with this Agreement.

9. The \$ total of advances or draws from the Company taken by Jim in January of 2006 shall be repaid by Jim or otherwise accounted for as an offset from Jim's share of the proceeds from the sale or liquidation of the Company.

10. The commitments herein are conditioned, to the extent required, upon the approval of the Bankruptcy Court in the existing chapter 11 bankruptcy of Jim, and Jim shall promptly take, and instruct his legal counsel to take, necessary and appropriate steps to obtain such approval, and shall, within 10 days from the date hereof have an appropriate pleading on file with the Bankruptcy Court, and served on the appropriate parties, seeking such Court approval, which shall be promptly pursued to final Court order for approval.

11. The signatories to this Agreement understand and agree that further steps and agreements, formal and informal, will be required to accomplish the ends of this Agreement, and agree, in good faith and in a reasonable manner, to take such steps and make such agreements,


and further agree that the commitments herein may be specifically enforced by court order, in a court of competent jurisdiction.

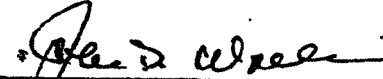
12. Once an agreement in concept for the sale of the stations, whether by an asset or a stock sale, has been reached, to the extent John, after consulting with Jim or Jim's attorneys, can negotiate such an agreement with the prospective buyer of the stations (the "Buyer"), the stations shall be operated by the Buyer pursuant to a Local Management Agreement or other similar agreement for management of the stations ("LMA"), on such terms as John, after consulting with Jim or Jim's attorneys, may reasonably agree upon, and the payments from the Buyer pursuant to the LMA shall be distributed or paid to the shareholders according to their relative ownership of shares, subject to any tax consequences as may be required or appropriate.

13. The Parties agree that legal descriptions to all real property referred to in this Agreement may be added by attachments by officers of the Company or Jim or John, copies of which shall be sent to the other Parties.

14. This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement, binding on all signatories.

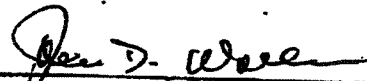
Dated: April 25, 2006


James W. Wallace, Jr.


John D. Wallace


JOHN D. WALLACE, Personal
Representative of the Estate of
James W. Wallace, Sr., deceased

JOHN D. WALLACE, Trustee of the
Helen D. Wallace Trust ULWT

By: 
John D. Wallace, Personal
Representative

By: 
John D. Wallace, Trustee

WESCOAST BROADCASTING, CO.

By: 
James W. Wallace, Jr.
Its: Director and President

By: 
John D. Wallace
Its: Director and Secretary/Treasurer