

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of this 18th day of November, 2003 ("Agreement"), by and between FAMILY LIFE BROADCASTING, INC., an Arizona non-profit corporation ("Seller") and UCB USA, Inc., an Oregon non-profit corporation ("Buyer").

RECITALS:

A. Seller is the licensee of noncommercial FM broadcast station KDOV, 91.7 MHz, Medford, Oregon (FCC Facility ID No. 17460) ("Station") and certain FM translators which rebroadcast the KDOV signal ("Translators"), and certain broadcast auxiliary facilities ("Auxiliaries") (collectively, "the Stations"), pursuant to authorizations ("FCC Licenses") issued by the Federal Communications Commission ("Commission" or "FCC"), including without limitation the FCC Licenses listed on Exhibit A hereto; and

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of the assets owned or leased by Seller and used and/or useful and/or intended to be used in connection with the business and operations of the Stations located in Oregon (the "Assets"), including without limitation the FCC Licenses and any applications to the FCC for facilities intended to be used in connection therewith ("FCC Applications"), all on the terms and subject to the conditions set forth herein, including prior approval of the FCC,

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:

ARTICLE 1

PURCHASE AND SALE OF ASSETS.

1.1 **Included Station Assets.** On the Closing Date (as defined in Section 5.1 hereof), Seller shall sell, assign and transfer to Buyer, by instruments in form satisfactory to Buyer, and Buyer shall purchase and assume from Seller, all of the personal, tangible and intangible assets, properties, interests and rights of Seller, whether owned or leased by Seller, and either used by Seller, useful, or intended for use in connection with the business and operation of the Stations located in Oregon. Without limiting the generality of the foregoing, the Assets shall include:

(a) **FCC Licenses.** All licenses, permits and other authorizations issued by the FCC, used, useful or intended for use in connection with the business and operations of the Stations, together with renewals or modifications thereof, and any applications therefore which are filed between the date hereof and the Closing Date, including without limitation, those set forth on Exhibit A attached hereto;

(b) **Other Licenses.** Other licenses, permits and authorizations issued or granted by any other governmental or regulatory agency or authority necessary in connection with the business and operations of the Stations in accordance with all applicable federal, state and/or local laws, rules and regulations, including without limitation those set forth on Exhibit A attached hereto;

(c) **Personal Tangible Property.** All of Seller's equipment, machinery, furniture, furnishings, fixtures, office materials, vehicles and other tangible personal property, and Seller's rights therein, used useful or intended to be used in connection with the business and operations of the Stations located in Oregon, together with any improvements and/or additions thereto and/or replacements

thereof between the date hereof and the Closing Date ("*Tangible Personal Property*"), including without limitation those set forth on Exhibit B attached hereto;

(d) **Public Inspection File.** The Public Inspection File for the Station, complete in all respects under the Commission's Rules;

(e) **Station Logs and Business Records.** All other records required to be maintained by the Stations under the Commission's Rules and any other governmental authorities, including but not limited to logs, filings made with the FCC and other governmental authorities, data demonstrating EEO compliance, EAS records, tower registrations, the books of account for the Stations, data, software, equipment manuals, warranties, and other records relating to the business and operations of the Stations, exclusive of engineering and database software programs utilized at Seller's Tucson offices;

(f) **Agreements and Leases.** All agreements, contracts, and leases, whether written or oral, and all other rights which relate to the assets and/or the operation of the Stations which are listed on Exhibit C attached hereto, together with any agreements, contracts and leases entered into or rights which related to the Station's assets and/or operations which are acquired by Seller between the date hereof and the Closing Date which Buyer elects to assume, in writing, by no later than the Closing Date (collectively, the "*Agreements*"); provided however that Buyer shall have no obligation to assume at Closing any contracts, agreements and leases not listed on Exhibit C. Prior to the Closing Date, Seller shall use its best efforts to obtain the consent of any third parties necessary for the assignment to Buyer of the Agreements. Buyer shall assume and agree to pay and perform all obligations of Seller under the Agreements, to the extent such obligations arise or accrue after the Closing Date.

(g) **Call Letters** All of Seller's rights, title and interest in and to the call letters KDOV.

(h) **List of Donor and Business Sponsor Names.** To the extent such records are available to Seller, the names of donors and business sponsors for the past five years, after said donors have had an opportunity to "Opt Out" of such records.

(i) **Restricted Funds.** Subject to approval of the respective donors, the restricted funds held by the Seller to be used for the benefit of the Stations.

(j) **Goodwill.** All of Seller's goodwill in, and going concern value of the Stations.

(k) **Property Access.** All easements, licenses, rights of access and rights of way located in Oregon and used by or useful to Seller in connection with the business and operations of the Stations.

1.2 **Free of Liens.** The Assets shall be transferred to Buyer free and clear of all debts, obligations, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("*Liens*").

1.3 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that the Assets shall not include the following assets along with all rights, title and interest therein which shall be referred to as the "*Excluded Assets*":

(a) All cash and pledge receivables which are payable to Seller shall be retained by Seller and shall not be sold, assigned or transferred to Buyer.

(b) All contracts, leases and agreements that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder.

(c) All other contracts of Seller, including employment contracts, whether written or oral, not assumed by Buyer, subject to Section 1.1(f) hereof.

(d) All pension, profit sharing or cash deferred (Section 401(k) plans and trusts and any other employee benefit plan or arrangement, subject to Section 1.1(f) hereof.

1.4 Retained Liabilities. Except as set forth in Section 1.1 hereof, Buyer expressly does not, and shall not, assume or be deemed to assume any other liability, obligation, commitment, undertaking, expense or agreement of Seller of any kind or nature, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities shall be referred to herein collectively as the "Retained Liabilities."

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price. Subject to Section 2.2 hereof, and upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller an aggregate purchase price ("Purchase Price") in the total amount of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars which shall be payable as follows:

(a) Buyer has delivered to Seller the sum of \$10,000.00, receipt of which is hereby acknowledged, to be held by Seller in an escrow account ("*Escrow Account*") as an initial escrow deposit in accordance with the terms and conditions of this Agreement, to be applied to the Purchase Price at Closing.

(b) Within sixty (60) days from the date of this Agreement, Buyer shall make a further deposit into the Escrow Account of Ninety Thousand (\$90,000.00) Dollars, thereby constituting a total sum of One Hundred Thousand (\$100,000.00) Dollars as Escrow Deposit ("*Escrow Deposit*").

(c) The Escrow Deposit shall earn no interest.

(d) On the Closing Date, the Escrow Deposit shall be applied to the Purchase Price, and Buyer shall pay to Seller the balance of Six Hundred and Fifty Thousand (\$650,000.00) Dollars.

(e) All payments shall be by wire transfer of immediately available funds.

(f) Seller shall not charge a fee for its services in connection with the Escrow Account.

2.2 Proration of Expenses. The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing Date, as defined in Section 5.1 hereof. The items to be prorated shall include, but not be limited to, power and utilities charges, real and personal property taxes upon the basis of the most recent tax bills and information available, property and equipment rentals, security deposits, FCC regulatory fees and similar prepaid and deferred items. On the Closing Date, the adjustments and prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty (45) days after the Closing Date.

ARTICLE 3

FCC CONSENT

3.1 FCC Consent. It is specifically understood and agreed by Buyer and Seller that the consummation of this Agreement, and the transactions contemplated herein, are expressly conditioned on and subject to the prior consent and approval of the Commission ("*FCC Consent*") without conditions or qualifications materially adverse in Buyer's reasonable judgment to Buyer or to the operations of the Stations.

3.2 Filing and Prosecution of Assignment Application. At the earliest mutually agreeable date, but not later than ten (10) business days after the date of this Agreement, Buyer and Seller shall file with the FCC an application for assignment of the FCC Licenses ("*Assignment Application*") from Seller to Buyer. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

ARTICLE 4

POSSESSION AND CONTROL

4.0 Control of Stations. Nothing contained in this Agreement shall be construed as giving Buyer any right to directly or indirectly control the operation of the Stations prior to the Closing, which shall remain under the control and supervision of the Seller between the date hereof and the Closing Date. Effective on the Closing Date and thereafter, Seller shall have no control over, nor rights to intervene or participate in, the operations of the Stations, except to the extent expressly requested by and under the control and supervision of the Buyer.

ARTICLE 5

CLOSING DATE AND PLACE

5.1 Closing Date. The closing ("*Closing*") of the transaction contemplated by this Agreement shall occur on a date ("*Closing Date*") fixed by Buyer which shall be no later than ten (10) business days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined); provided, however, that Buyer may elect, in its sole discretion, to proceed to Closing upon written notice to Seller upon the release of FCC Public Notice of the grant of the FCC Consent, in which event the Closing shall be held on the fifth (5th) business day after the date of Buyer's notice to Seller. For purposes of this Agreement, the term *Final Order* means action by the FCC consenting to the Assignment Application which has not been 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.

5.2 Closing Place. The Closing shall be held at either the offices of Seller, or by mail, as Buyer may elect.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to Buyer, all of which have been relied upon by Buyer in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

6.1 Organization and Standing. Seller is and will be on Closing Date a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arizona. Seller is duly qualified and authorized to carry on the business of Stations as presently conducted under the laws of the State of Oregon.

6.2 Authority. Seller has the full power and authority to enter into, 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 Seller and the Agreement constitutes a valid and binding obligation of Seller enforceable in accordance with its terms; and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

6.3 No Conflict. The execution, delivery and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's Articles of Incorporation or By-Laws, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease, contract, license or permit or other instrument or obligation relating to the business of the Stations and to which Seller is subject or to which any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

6.4 Tangible Personal Property. Exhibit B hereto contains a list of all material tangible personal property and assets owned or leased by Seller used and/or useful and/or intended to be used in connection with the business and operations of the Stations located in Oregon. The Tangible Personal Property that is leased is identified as such on Exhibit B. Subject to any outstanding leases, Seller owns and has, and will have on the Closing Date, good and marketable title to all such property, and none of such property at the Closing will be subject to any security interest, mortgage, pledge or other lien or encumbrance. The assets listed on Exhibit B hereto include all material tangible personal property necessary to conduct the business and operations of the Stations in the manner in which the Stations are authorized and as now conducted. The Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is in compliance with the FCC Licenses, the Act and the Rules, and the rules and regulations of the FAA and other governmental authorities, (iv) does not contain any PCBs in violation of applicable environmental laws. For purposes of this Section, material tangible property shall be such property valued at Two Hundred Fifty Dollars (\$250.00) or more.

6.5 Leases, Agreements and Contracts. Exhibit C hereto contains a true and complete list of (i) all Agreements, as defined in Section 1.1(f) hereof, to which the Stations and/or Seller are a party or by which, as of the date hereof, the Station and/or Seller may be bound or obligated in any way or which are required to operate the Station in the manner in which it is presently authorized and as now operated and which the Buyer has agreed to assume, and (ii) all business sponsors. Except as disclosed in Exhibit C hereto, the written Agreements are presently and will be on the Closing Date in full force and effect, in accordance with the terms thereof or pursuant to renewals or extensions thereof on substantially the same

terms. Seller shall take such steps as may be required to obtain any third party consents, if required to assign the Agreements to Buyer. Notwithstanding the foregoing, if it is discovered before Closing that Seller failed to list an Agreement on Exhibit C, then Buyer may elect in its sole discretion to accept or reject such Agreement. Seller has provided to Buyer or will provide prior to Closing a copy of each of the written Agreements and a description of each oral Agreement.

(a) Except as set forth in Section 6.5(b) hereof and in Exhibit C hereto, all the Agreements are valid, binding and enforceable by Seller in accordance with their respective terms; Seller is not now and at Closing will not be in material breach or default thereof; there is no claim of breach or default; and Seller has no knowledge of any act or omission which has occurred or which has been threatened which could result in a breach thereof.

(b) Seller holds certain leasehold interests for studio and tower properties and such leases are legal, valid, binding, enforceable and in full force and effect. Buyer acknowledges that it understands that the studio lease has expired and that the lease term is on a month to month basis. Seller is not in default under such leases, nor to Seller's knowledge is the landlord in default under such leases, and Seller has no knowledge of any present disputes or claims with respect to offsets or defenses by either landlord or tenant against any of the leases except as stated regarding the studio lease. Seller has delivered to Buyer true and complete copies of the leases. Seller has full legal and sufficient practical access to the real property of the tower leases to conduct the business of the Stations thereon, and all utilities necessary for Buyer's use of the real property are installed and in good working order and are subject to valid easements, where necessary.

(c) Buyer acknowledges that a principal of the Buyer is the landlord of the main tower lease and has knowledge of the status of said lease.

6.6 Government Authorizations. Exhibit A hereto contains a true and complete list of the FCC Licenses and all other licenses, permits or other authorizations from governmental or regulatory authorities which are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent presently operated, and any applications therefore, and Seller has provided to Buyer a complete copy of each of the FCC Licenses and FCC Applications. All licenses, permits and other authorizations listed on Exhibit A, including but not limited to the FCC Licenses, are in good standing, in full force and effect. Except as noted on Exhibit A, Seller is the authorized legal holder of the FCC Licenses and other licenses, permits and authorizations listed on Exhibit A, none of which is subject to any restrictions or conditions which would limit in any respect the Stations, except for such restrictions or conditions stated on the face thereof or which the FCC routinely associates with similar facilities. Seller is operating the Stations in accordance with the FCC Licenses, the Act and the Rules. To Seller's knowledge, 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 such FCC Licenses, and Seller 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 Stations or Seller.

6.7 Exemption. Seller is an Exempt Organization under Internal Revenue Code ("IRC") 501(c)(3) and to Seller's knowledge that the consummation of the transactions contemplated in this Agreement will not violate any corresponding code section of the IRC.

6.8 Transfer of Title. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

6.9 Disclosure. No representation or warranty made by Seller in this Agreement and its Exhibits, and no statement made in any certificate or, document, or Exhibit 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 Buyer.

6.10 Litigation. Seller has received no notice of any judgment outstanding or litigation, suit, action, claim investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, complaint, or proceeding pending before any forum, court or government agency (including the FCC), or to the knowledge of Seller is any such action threatened, against or relating to the Stations, the Stations' business and/or operations, financial condition or customer relations, the Assets, the right of Seller to dispose of the Assets or to enter into and carry out this Agreement and Seller does not know of any basis for any such action or proceeding.

6.11 Compliance with Laws. The operation of the Stations are now and at Closing shall continue to be in compliance with all applicable laws, rules and regulations of all federal, state and local authorities or agencies so as to permit the Stations to operate as at present and/or as it is fully licensed to do. The Stations have been, and shall continue to be, operated in material compliance with its FCC Licenses, the Act and the Rules. All applications, reports and other disclosures and filings required by the FCC with respect to the Stations have been, and will be as of the Closing Date, duly and timely filed. All such applications, reports and other disclosures and filings are and will be as of the Closing Date hereunder complete and accurate in all material respects. Seller possesses all of the permits, authorizations, or consents necessary to operate the Stations and owns the Assets and lease the site on which is located Seller's transmitting antenna tower in accordance with law, and they are all, and on the Closing Date will be, transferable to Buyer, such that upon the Closing Buyer will possess all permits, authorizations and consents necessary to enable the Buyer to operate the Stations and own the Assets and lease the site in which is located Seller's transmitting antenna tower.

6.12 Taxes.

(a) Seller has filed all necessary income, franchise, sales and other tax returns, declarations, statements and reports of every nature, including any amendment thereof ("Tax Return") required to be filed by it relating to or affecting the Stations, accurately reflecting any and all taxes owing to the United States or any other government or any subdivision thereof, or any other taxing authority.

(b) Seller shall continue to pay in full and make such provision for the payment of all taxes (including penalties and interest) relating to the Stations with respect to all tax periods ending on or before the Closing Date for which the Seller has or may have liability, whether or not shown on any Tax Return.

6.13 Public File. The Station's local public inspection file is and will be maintained in compliance with the rules and regulations of the Commission between the date hereof and the Closing Date, is available for inspection by Buyer and will be delivered to Buyer at Closing.

6.14 Reports. All material reports, exhibits, and/or returns of any administrative agency of the Federal or any state or local governments heretofore required to be filed by Seller in connection with the Stations have been filed and all such reports, exhibits, and returns required to be filed before the Closing Date will have been filed before such date.

6.15 Acknowledgement by Buyer. As of the date hereof, Perry Atkinson, Buyer's principal, is General Manager of the Station, and has been employed by Seller in that capacity since March 1995, and, as such, has specific knowledge of the operation of the Stations and of the representations and warranties of Seller particularly as they relate to 6.4, 6.5, 6.6, 6.10, 6.11, 6.13, 6.14 and 6.16 of this Article 6.

6.16 Labor Relations. Seller has not promised to any employee of the Stations that Buyer will be hiring any such employee or otherwise made an offer of employment to any employee of the Stations on behalf of Buyer. All employees of the Station shall be terminable, without liability to Buyer, on and as of the Closing Date. Buyer will have no liability to any present or past employee of the Stations for retirement, pension bonus, termination, vacation, or other pay, or for hospitalization, major medical, life or other insurance or employee benefits.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

7.1 Organization and Standing. Buyer is and will be on the Closing Date a non-profit corporation duly organized, validly existing and in good standing, or properly authorized to do business under the laws of the State of Oregon with all requisite corporate power and authority to enter into and perform the terms of this Agreement, subject only to the issuance of the consent of the FCC with respect thereto.

7.2 Authorization. Buyer has taken all necessary corporate action to approve the execution and delivery of this Agreement, and to approve the performance of this Agreement and the consummation of the transactions contemplated herein. This Agreement constitutes a valid and binding obligation of Buyer enforceable in accordance with its terms.

7.3 No Conflict. The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the Articles of Incorporation or By-Laws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

7.4 Qualifications. To the best of Buyer's knowledge: (a) Buyer is legally, technically and financially qualified, and on the Closing Date will be legally, technically and financially qualified, to become a licensee of the FCC and to timely consummate all the transactions contemplated herein; and (b) Buyer knows of no reason why the FCC should not approve the application required by Article 3 hereof. Between the date hereof and the Closing Date, Buyer will take no action which would adversely affect its qualifications to be the licensee of the Stations or which would delay FCC approval of the Assignment Application or full consummation of the transactions contemplated herein.

7.5 Exemption. Buyer is or will be at the Closing Date an Exempt Organization under IRC 501(c)(3) and to Buyer's knowledge that the consummation of the transactions contemplated in this Agreement will not violate any corresponding code section of the IRC.

7.6 Third Party Consents. Buyer shall cooperate with Seller and will execute such documents as may reasonably be required in order to assign any Agreement to Buyer pursuant to the terms of this Agreement.

ARTICLE 8

COVENANTS OF SELLER

8.1 Affirmative Covenants of Seller. Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall:

(a) Use reasonable efforts to maintain the Tangible Personal Property included in the Stations Assets in accordance with their present condition, reasonable wear and tear excepted, standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Continue to operate and maintain the Stations in accordance with the terms of the FCC Licenses and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Stations which are filed between the date of this Agreement and the Closing Date.

(c) Use reasonable efforts to obtain to obtain any third party consents necessary to assign the Agreements to Buyer.

(d) Maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(e) Not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the material Stations 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 Assets.

(f) Render accurate at and as of the Closing Date the representations and warranties made by it in this Agreement. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Exhibit. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Stations or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature which is sufficient to prevent operation of the Stations.

(g) Comply with all federal, state and local laws, rules and regulations, in all material respects.

(h) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller shall use its best efforts to cure the event as expeditiously as possible.

(i) Notify Buyer within seven (7) days of Seller's first notice of any litigation pending or threatened against the Stations and within forty-eight (48) hours of any damage to or destruction of any assets or property to be sold hereunder;

8.2 Negative Covenants of Seller: Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall not:

(a) Cause or permit, by any act or failure to act, any of the FCC Licenses to expire, be surrendered, adversely modified, or otherwise terminated, or the FCC to institute any proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses, or knowingly violate any provision of the Station Licenses, the Act, or the Rules.

(b) Create or permit any Lien affecting the Assets.

(c) Other than in the ordinary course of business, sell or dispose of, or commit to sell or dispose of, any of the Assets, unless, in the case of the Tangible Personal Property, the same are replaced by assets of equal quality and usefulness.

ARTICLE 9

COVENANTS OF BUYER

9.1 Affirmative Covenants of Buyer. Buyer covenants with Seller that between the date hereof and the Closing Date, Buyer shall:

(a) Use best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

(b) Give detailed written notice to Seller promptly upon the occurrence of, or upon becoming aware of the pending or threatened occurrence of, any event that would give cause or constitute a breach of any Buyer's representation or warranties contained in this Agreement or in any exhibit referred to by it.

(c) Cooperate with Seller in providing such information and taking such actions as is commercially reasonable, to obtain any necessary consents to any Agreements.

(d) Buyer shall not take any action or omit to take such action which would be inconsistent with Buyer's obligations hereunder.

ARTICLE 10

CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

10.1 FCC Consent. The FCC shall have granted its consent to the transaction contemplated hereunder by granting the Assignment Application without imposing any conditions on grant which are materially adverse to Buyer or the Stations, and such grant shall have become a Final Order.

10.2 Representations and Warranties. Seller's representations and warranties shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made at and as of such time.

10.3 Compliance With Terms. Seller shall have performed and complied in all material respects with all the agreements and with terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before the Closing Date.

10.4 Closing Documents. Seller shall have delivered to Buyer all of the Closing materials described in Article 12 hereof.

10.5 Governmental Authorizations. Seller shall be the holder of the FCC Licenses and all other governmental authorizations required to operate the Stations as presently operated, and there shall not have been any modification of any of such licenses, permits and other authorizations which has a material adverse effect on the Stations. No proceeding shall be pending which seeks or the effect of which reasonably could be to revoke, cancel, fail to renew, suspend or modify materially and adversely the

Stations. No proceeding shall be pending which seeks or the effect of which reasonably could be to revoke, cancel, fail to renew, suspend or modify materially and adversely the Stations or any other material licenses, permits or other authorizations of the Stations.

10.6 Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

10.7 Third Party Consents. Seller shall have obtained and delivered to Buyer any third-party consents, if required to assign the Agreements to Buyer.

10.8 Liens. The Assets shall be free and clear of all Liens.

ARTICLE 11

CONDITIONS OF CLOSING OF SELLER

The obligations of Seller hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

11.1 FCC Consent. The FCC shall have granted its consent to the transaction completed hereunder by granting the Assignment Application without imposing any conditions on grant which are materially adverse to Seller or the Stations and such grant shall have become a Final Order.

11.2 Representations and Warranties. Buyer's representations and warranties shall be true and correct on and as of the Closing Date as though such representations and warranties were made at and as of such time.

11.3 Compliance with Terms. Buyer shall have performed and complied with the terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before Closing Date.

11.4 Closing Documents. Buyer shall have delivered to Seller all of the Closing materials described in Article 12 hereof and the Purchase Price as provided in Article 2 hereof.

ARTICLE 12

CLOSING DOCUMENTS

12.1 To Be Delivered By Seller. Prior to or at the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(a) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby.

(b) Certificate, dated the Closing Date, executed by the President or Secretary of Seller, certifying the fulfillment of the conditions set forth in Article 10 hereof that the respective representations and warranties of Seller contained in this Agreement, or in any related document attached or delivered pursuant to it, are true and correct as of the Closing Date, and that the Seller has performed and

complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with it prior to or at the Closing Date

(c) An Assignment to Buyer of the FCC Licenses for the Stations, together with any and all other related authorizations, including all of Seller's right, title and interests in and to the Call Letters and other governmental licenses and authorizations.

(d) An Assignment and Assumption of Leases,

(e) Landlord's consent to the assignment of the Leases to Buyer.

(f) One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Personal Tangible Property.

(g) The files, records, logs and books of the Stations, together with Certifications by Seller that the Public Inspection File is complete and up to date.

(h) A written opinion from counsel for the Seller, dated as of the Closing Date, addressed to the Buyer, and reasonably satisfactory to the Buyer and its counsel in form and substance to the effect that:

(i) Seller is a non-profit corporation validly existing and in good standing with the Secretary of the State of Arizona; Seller is a valid Exempt Organization under the laws and regulations of the Internal Revenue Code and the transaction contemplated herein does not violate in any way the exempt status or any rules or regulations of the Internal Revenue Service;

(ii) Seller has the corporate power and authority to own and lease its properties and to conduct its business as presently conducted, to execute and deliver this Agreement and to carry out and perform the transactions contemplated hereby;

(iii) This Agreement has been duly authorized, executed and delivered by Seller, and is a valid legally binding obligation of the Seller, enforceable in accordance with its terms, subject to laws of general application affecting equitable relief or creditors rights and remedies;

(iv) After due inquiry, and to the best of such counsel's knowledge, neither the execution and delivery of this and provisions thereof by the Seller will result in a breach by the Seller of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which it or by which it may be bound or constitute a default thereunder, or result in the creation or imposition of any lien, charge, restriction or encumbrance of any nature whatsoever, upon, or give others any interest or rights including termination or cancellation rights in, or with respect to, any of the Stations Assets;

(v) That, after diligent inquiry, counsel does not know of any litigation, proceeding or governmental investigation or labor dispute or labor trouble pending or threatened against or relating to the Stations or to the Seller; except as disclosed in the Agreement, no consent, approval or authorization of, or registration, qualification or filing with any governmental agency or authority is required for the execution and delivery of the Agreement or for the consummation by the Seller of the transactions contemplated in the Agreement; and,

(vi) The instruments executed and delivered by the Seller at the Closing effectively vest in the Buyer of all the right, title, and interest of the Seller in the Assets.

In providing such opinion(s), counsel may rely upon representations of Seller's officers as to issues of fact.

(j) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, each in form and substance satisfactory to Buyer and its counsel; and

(k) Receipt for the Purchase Price.

12.2 To Be Delivered By Buyer. Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(a) The payments to be made pursuant to Article 2 hereof.

(b) Assumption of the Assignment of any other Assumed Contracts or Liabilities, duly executed by Buyer;

(c) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

(d) A certificate, dated as of the Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Article 11 hereof that the respective representations and warranties of Buyer contained in this Agreement, or in any related document attached or delivered pursuant to it, are true and correct as of the Closing Date, and that the Buyer has performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with it prior to or at the Closing Date

(e) A written opinion from counsel for Buyer dated as of the Closing Date, addressed to the Seller, reasonably satisfactory to the Seller and its counsel in form and substance to the effect that:

(i) Buyer is a non-profit corporation validly existing and in good standing with the Secretary of the State of Oregon; Buyer is a valid Exempt Organization under the laws and regulations of the Internal Revenue Code and the transaction contemplated herein does not violate in any way the exempt status or any rules or regulations of the Internal Revenue Service;

(ii) Buyer has taken all corporate action necessary to authorize the performance of all obligations imposed upon it by this Agreement;

(iii) That, after due inquiry, to the best of such counsel's knowledge, neither the execution and delivery of this Agreement, nor compliance with the terms and provisions hereof and thereof by the Buyer will result in a breach by the Buyer of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which it or by which it may be bound or constitute a default thereunder.

(iv) That the Buyer is qualified under the Communications Act of 1934, as amended, to be and become the licensee of the Stations and Translators associated therewith.

In providing such opinion(s), counsel may rely upon representations of Buyer's officers as to issues of fact.

(f) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, each in form and substance satisfactory to Seller and its counsel; and

ARTICLE 13

INDEMNIFICATION

13.1 Indemnification of Buyer By Seller. Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys fees) asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of the breach by Seller of any of its representations or warranties, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement.

13.2 Indemnification of Seller By Buyer. Following the Closing, Buyer shall indemnify, defend and hold harmless Seller with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys fees) asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of the breach by Buyer of any of its representations or warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement.

13.3 Survival of Representations and Warranties. The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall be deemed to have been made on the date of this Agreement and shall terminate on the Closing Date, shall survive the Closing Date and shall remain operative and in full force and effect for a period of two (2) years.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 By Buyer or Seller. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon ten (10) days written notice to the other party 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 the Assignment Application is 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 9 months after the date on the Assignment Application has been accepted for filing.

14.2 LMA Agreement. In the event an LMA entered into by the Parties pursuant to Article 18 hereof is terminated by Seller, the Seller may, at its election, terminate this Agreement.

14.3 Remedies of Seller. Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, or pursuant to 14.2 hereof, Seller's sole remedy shall be to retain the Escrow Deposit as liquidated damages. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which will be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty recover from Buyer such damages to which it may be entitled as a result of Buyer's breach, including actual damages and all costs of enforcement and reasonable attorneys' fees and expenses.

14.4 Remedies of Buyer. Seller and Buyer each agree and acknowledge that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer's sole

remedy shall be specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

14.5 Return of Escrow Deposit. Upon a termination of this Agreement for any reason other than as a result of a default or breach by Buyer of any of its obligations under this Agreement, it is hereby agreed that Buyer shall be entitled to the return of the full Escrow Deposit, and Seller shall return the full Escrow Deposit to Buyer, and thereafter neither party shall have any further obligation to the other under this Agreement.

ARTICLE 15

NOTICES

15.0 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 Seller, to:

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

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

Robert G. Schwartz, Esq.
17873 West Spencer Drive
Surprise, AZ 85374

If to Buyer, to:

UCB USA, Inc.
845 Alder Creek Drive
Medford, Oregon 97504
Attn: Perry A. Atkinson, President

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

Ellen Mandell Edmundson, Esq.
Edmundson & Edmundson
1818 N Street, N.W. - Suite 700
Washington, D.C. 20036

ARTICLE 16

TAXES, FEES AND EXPENSES

16.1 Expenses. Except as otherwise expressly set forth in this Agreement, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiations and preparation of this Agreement and the transactions contemplated thereby.

16.2 Transfer Taxes and Similar Charges. Recordation, transfer and documentary taxes and fees, and any excise, sales or use taxes imposed by reason of the transfer of the Assets in accordance with this Agreement shall be borne by Seller and Buyer as is usual and customary in the State of Oregon, subject to the adjustments and prorrations provided for herein.

16.3 Governmental Filing or Grant Fees. Any filing or grant fees imposed by any governmental authority the consent of which is required to the transactions contemplated hereby shall be borne equally by Seller and Buyer.

ARTICLE 17

RISK OF LOSS

17.1 Risk of Loss Borne by Seller. The risk of any loss, damage or destruction to any of the Assets from fire or other casualty or cause shall be borne by the Seller at all times prior to the Closing Date. Upon the occurrence of any loss or damage to any of the Assets as a result of fire, casualty or other causes prior to Closing, Seller shall notify Buyer of same in writing as soon as practicable starting with particularity the extent of such loss or damage incurred, the cause thereof if known and the extent to which restoration, replacement and repair of the Assets lost or destroyed will be reimbursed under any insurance policy with respect thereto. Subject to the provisions hereof, Buyer shall have the option in the event the loss or damage exceeds Fifty Thousand Dollars (\$50,000) and the property cannot be substantially repaired or restored before the Closing Date, exercisable within ten (10) days after receipt of such notice from Seller to:

(a) Terminate this Agreement, in which case the Escrow Deposit shall be returned to Buyer,

(b) Postpone the Closing until such time as the property has completely been repaired, replaced or restored, unless the same cannot be reasonably effected within five (5) months of notification, or

(c) Elect to consummate the Closing and accept the property in its "then" condition, in which event Seller shall assign all rights under any insurance claims covering the loss and pay over (as part of the Assets) any proceeds under any such insurance policy theretofore received by Seller with respect thereto. In the event Buyer elects to postpone the Closing Date as provided in subparagraph (ii) above, the parties hereto will cooperate and extend the time during which this Agreement must be closed as specified in the consent of the FCC referred to in Article 3 hereof.

17.2 Failure to Broadcast. If any event occurs that prevents the broadcast transmissions of the Station with full licensed power and antenna height as described in the FCC Licenses and in the manner in which the Station has heretofore been operating, and such facilities are not restored so that operation is resumed with full licensed power and antenna height as described in the Licenses within fifteen (15) days of such event, or, in the case of more than one event, the aggregate number of days preceding such

restorations from all such events exceeds twenty (20) days, or if the Station is off the air more than four (4) times for a period, in each case, exceeding ten (10) hours, Seller shall give prompt written notice to Buyer, and Buyer shall have the right, by giving written notice to Seller of its election to do so, to terminate this agreement forthwith without any further obligation hereunder.

17.3 LMA Agreement. In the event an LMA is entered into by the Parties pursuant to Article 18 hereof and any of the occurrences stated in this Article are due to the act or omission of Buyer in Buyer's performance under the LMA, Buyer shall not be able to exercise its right to terminate this Agreement under subparagraph (a) above and to have the Escrow Deposit returned, and this right to terminate shall only be at the option of Seller

ARTICLE 18

OPTION

18.0 Option to enter LMA. Seller hereby grants to Buyer an option ("*the Option*") to enter into a Local Management Agreement ("*LMA*"), pursuant to which Seller would provide time to Buyer, up to a maximum of one hundred sixty-six (166) hours per week, for Buyer to broadcast noncommercial programming on and from the Stations pending consummation of the sale of the Stations hereunder, on terms and conditions to be set forth in writing in a formal LMA executed by the parties hereto, and consistent with the Communications Act of 1934, as amended ("*the Act*"), and the policies, rules and regulations of the FCC ("*the Rules*"). Buyer may exercise the Option at any time after the 61st day following the execution of this Agreement upon 15 days prior written notice to Seller in accordance with Article 15 of this Agreement.

MISCELLANEOUS

19.1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the choice of law principles thereof.

19.2 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.

19.3. 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.

19.4. Finders, Consultants and Brokers. Seller and Buyer mutually represent and warrant that there are no finders, consultants or brokers involved in this transaction.

19.5 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.

19.6. Entire Agreement. This Agreement, and the exhibits 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.

19.7 Confidentiality. Seller and Buyer each promise, represent and warrant to the other that they will not reveal or disclose to any unauthorized person any financial information, account lists, trade secret, plans of operation, marketing or sales information, details of their negotiations or information regarding the agreements reached in connections with the proposed purchase and sale of the Stations. Nothing in this provision shall restrict the Parties from disclosing such information with their officers, directors, key employees, agents or representatives, legal counsel, accountants, consultants, financiers, or such information that is or may become part of any public record, or from complying with any legal filing requirements, public file requirements or similar disclosure requirements. If this transaction does not close for any reason, each of Buyer and Seller and their respective principals, agents and representatives shall forever preserve the confidentiality of all such information and materials.

19.8 Press Release. Except for compliance with legal notice requirements, Seller and Buyer will jointly prepare and release any press release or announcement to the public relating to this Agreement and the proposed sale and purchase of the Stations.

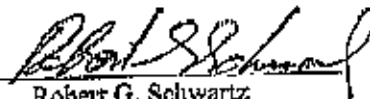
19.9 Use of Attorneys. Each party acknowledges that it has consulted and relied upon its own counsel in the preparation and negotiation of this Agreement and that no provision hereof shall be interpreted against one or the other party due to that party's putative authorship thereof.

19.10 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns any rights or remedies under this Agreement.

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

SELLER

FAMILY LIFE BROADCASTING, INC.

By: 
Robert G. Schwartz
Its Secretary

BUYER

UCB USA, Inc.

By: _____
Petry A. Atkinson
Its President

19.7 Confidentiality. Seller and Buyer each promise, represent and warrant to the other that they will not reveal or disclose to any unauthorized person any financial information, account lists, trade secret, plans of operation, marketing or sales information, details of their negotiations or information regarding the agreements reached in connection with the proposed purchase and sale of the Stations. Nothing in this provision shall restrict the Parties from disclosing such information with their officers, directors, key employees, agents or representatives, legal counsel, accountants, consultants, financiers, or such information that is or may become part of any public record, or from complying with any legal filing requirements, public file requirements or similar disclosure requirements. If this transaction does not close for any reason, each of Buyer and Seller and their respective principals, agents and representatives shall forever preserve the confidentiality of all such information and materials.

19.8 Press Release. Except for compliance with legal notice requirements, Seller and Buyer will jointly prepare and release any press release or announcement to the public relating to this Agreement and the proposed sale and purchase of the Stations.

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

SELLER

FAMILY LIFE BROADCASTING, INC.

By: _____
Robert G. Schwartz
Its Secretary

BUYER

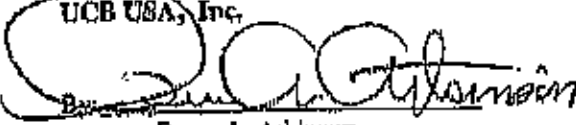
UCB USA, Inc.

Perry A. Atkinson
Its President

Exhibit A

To Asset Purchase Agreement
Between Family Life Broadcasting, Inc. as Seller
and UCB USA, Inc. as Buyer

FCC Licenses and Translators

Chan.	Call Sign (or application file #)	Frequency	City of License
219C2	KDOV	91.7 FM	Medford, OR
221*	BNPFT-20030815ABGI	91.1 FM	Central Pt and Medford, OR
201	K201DI	88.1 FM	Grants Pass, OR
293	K293AB	106.5 FM	Cave Junction, OR
222	K222AF	92.3 FM	Azalea, OR
300*	BNPFT-20030806ACT	107.9 FM	Ashland, OR
293*	BNPFT-20030811AGL	106.5 FM	Yreka, CA
260*	BNPFT-20030317KEX	99.9 FM	Ager, CA
288*	BNPFT-20030317KFS	105.5 FM	Pinehurst, OR
269*	BNPFT-20030317KDZ	101.7 FM	Klamath Falls, OR
276*	BNPFT-20030310AKT	103.1 FM	Hornbrook, CA
Tsl	KPE778	450.01MHz	Medford, OR
Stl**	WHS650	949.875MHz/ 950.125 MHz	Medford, OR

* Pending Applications

**Seller will file application to
change path and frequencies
prior to Closing.