

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT is made as of December 19, 2003, between LOCKE SUPPLY CO., an Oklahoma corporation ("Locke"), and FAMILY BROADCASTING GROUP, INC. ("FBG"), an Oklahoma corporation, with reference to the following.

A. Locke and FBG are parties to an Asset Purchase Agreement dated July 8, 2003 (the "Purchase Agreement"), pursuant to which Locke agreed to sell and FBG agreed to purchase certain assets described therein;

B. As a condition to FBG's obligations under the Purchase Agreement, the FCC shall have issued its written consent to the assignment of the FCC Licenses from Locke to FBG; and

C. The FCC has indicated that it will not issue the required consent unless changes are made to certain of the exhibits attached to the Purchase Agreement.

Accordingly, the parties agree as follows:

1. Secured Promissory Note. The Form of Secured Promissory Note (the "Note") attached as Exhibit G to the Purchase Agreement is amended as follows:

(a) The second complete paragraph following sub-paragraph (3) of the Note is amended to state in its entirety as follows:

"The holder or any person designated by the holder may at any time during business hours, with prior reasonable notice being afforded to Maker, enter Maker's place of business or chief executive offices to inspect any collateral for this Note and to inspect, audit, check, and make extracts from or copies of Maker's books, records, and accounts and other data relating to Maker's business and collateral."

(b) In sub-paragraph 2 of the Note, the dollar amount \$200,000 is changed to \$1,000,000.

2. Security Agreement. The Form of Security Agreement (the "Security Agreement") attached as Exhibit H to the Purchase Agreement is amended, such that the parenthetical phrase contained in Section 1.2 of the Security Agreement, which provides "... (including the FCC License and all other licenses, to the extent permitted by law)..." is deleted in its entirety.

3. Defined Terms. Any capitalized term used but not defined in this First Amendment shall have the meaning assigned in the Purchase Agreement.

4. Ratification. The parties hereby ratify and amend the Purchase Agreement as amended by this First Amendment.

