

EXECUTION VERSION-

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 4 day of December, 2008, by and between Horizon Christian Fellowship, a California not-for-profit corporation ("Seller") on the one hand, and Phasor Physics, Inc., a Utah corporation ("Buyer"), on the other hand.

WHEREAS, Seller is the licensee of FM broadcast translator station K288GB, Colonial Pine Hills, South Dakota (the "Station");

WHEREAS, the Station is duly licensed by the Federal Communications Commission ("FCC" or "Commission"); and

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to buy, accept and receive all of Seller's right, title and interest in and to substantially all of the assets of the Station, free and clear of any liens, security interests, claims and encumbrances, for the price and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

1. **Agreement to Sell and Buy.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, and deliver to Buyer on the Closing Date (defined below) and Buyer agrees to purchase on the Closing Date (as defined below) all of Seller's right, title and interest in and to all of the Station's tangible and intangible assets owned or leased by Seller, used or held for use in connection with the Station, free and clear of all Encumbrances (defined below). The assets to be acquired are identified in Schedule 1 to this Agreement (the "Assets").

2. **Excluded Assets; Non-Assumed Liabilities.** Notwithstanding anything to the contrary herein, Seller will not sell, transfer, assign and convey to Buyer cash, cash equivalents and receivables. Buyer will assume and discharge only those liabilities of Seller under the Assigned Contracts and liabilities relating to the Assets that arise on or after the Closing Date and which are attributable solely to the period of time occurring on or after the Closing Date (the "Assumed Liabilities"). Except for the Assumed Liabilities, Buyer will not assume or otherwise be responsible for any liabilities or obligations of Seller relating to the Assets and/or the Station, regardless of nature, including, without limitation: (i) any litigation and Claims (as defined in Section 16 below); (ii) tax liabilities of any kind; (iii) liabilities of Seller as an employer; (iv) environmental liabilities; and (v) any fees, expenses incurred by Seller in connection with this Agreement and the transactions contemplated herein.

3. **Purchase Price.** The consideration to be paid by Buyer to Seller or to Seller's designee for the Assets is the sum of Seventeen Thousand Dollars (\$17,000.00) (the "Purchase Price"), payable on the Closing Date via wire transfer of immediately available funds to an

account designated at least two (2) business days in advance, by Seller to Buyer. Within five (5) business days following the date of full execution of this Agreement, Buyer shall deliver to the trust account of the Seller's counsel, the sum of One Thousand Seven Hundred Dollars (\$1,700.00), by wire transfer, to serve as a deposit (the "Deposit") pending Closing of the transaction. At Closing, the Deposit shall be applied as a credit to the Purchase Price. In the event this Agreement is terminated by Seller pursuant to Sections 11(ii) or (iii) of this Agreement, as a result of Buyer's breach or failure to perform, the parties shall direct Seller's counsel to deliver the Deposit to Seller as liquidated damages and as Seller's sole and exclusive remedy. In the event this Agreement is terminated for any other reason, the parties shall direct Seller's counsel to deliver the Deposit immediately to Buyer.

4. **Allocation of Purchase Price.** The parties agree to allocate the Purchase Price among the Assets for all purposes (including financial accounting and tax purposes) in accordance with the allocation schedule to be prepared by Buyer and delivered to Seller at Closing.

5. **Representations and Warranties of Seller.** Seller represents and warrants as follows:

a. **Organization, Standing and Authority.** Seller is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of California. Seller has all requisite power and authority to execute and deliver this Agreement and any documents contemplated thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. The party signing this Agreement on behalf of Seller has been delegated the requisite authority and power in that regard. No person or entity, other than Seller, has any interest in any property or assets used or useful in the operation of the Station.

b. **Station License.** Seller has been issued a license by the FCC for operation of the Station, which license is in full force and effect (the "License").

c. **Contracts.** Seller has delivered to Buyer true and complete copies of the Assigned Contracts (defined in Schedule 1), including any modifications thereto. The Assigned Contracts are in full force and effect, and they are binding and enforceable in accordance with their terms. Seller has good title to the Assigned Contracts and shall assign them to Buyer free and clear of all liens, property interests, equitable interests, Claims (as defined in Section 16 below), security interests, rights of first refusal or restriction of any kind, and encumbrances (the "Encumbrances"). No contract shall require Buyer to retransmit the programming of any radio station or program service following Closing.

d. **Compliance with Laws.** To Seller's best knowledge: (i) Seller has complied with the License and Permit, including the power requirements and all other parameters thereon; (ii) Seller has complied with all federal, state, and local laws, rules, regulations and ordinances applicable or relating to the ownership and operation of the Station; (iii) Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or defense; (iv) there is no litigation, proceeding or investigation pending or threatened against Seller, the License, the Assets, or the Station; and (v) Seller has received no notice asserting any non-compliance with or

any non-conformance to, any applicable statute, rule or regulation (federal, state or local), whether or not related to the business or operation of the Station.

e. **Title to the Assets.** Seller owns good and marketable title in and to all of the Assets that Seller purports to own or convey herein. The Assets are free of any Encumbrances.

f. **Condition and Sufficiency of the Assets.** To Seller's best knowledge: (i) the Assets are in full compliance with, and conform to, all applicable building, zoning, subdivision, environmental and other similar laws, ordinances, rules, regulations, and orders of governmental authorities; (ii) Seller has not received any notice of violation, claimed violation, or nonconformance or claimed nonconformance with the aforesaid laws; or remediation required to be performed pursuant to environmental laws with respect to any of the Assets; and (iii) Seller is in compliance with all applicable laws. The transmitter, processor input, antenna and related broadcast equipment and Assets that are used by Seller in the operation of the Station are being sold in "as is" condition and repair. There is adequate access to the Station.

g. **Claims and Legal Actions.** There is no Claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree, of judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to Seller with respect to the business or operation of the Station, nor does either Seller know or have reason to be aware or any basis for the same.

h. **Disclosure.** No representation and/or warranty of Seller herein omits to state a material fact to make the statements in this Agreement accurate and correct. There is no fact that materially affects the Assets or the Station for which Seller has not advised Buyer in this Agreement.

6. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Organization, Standing, and Authority.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Utah. Buyer has all requisite power and authority to execute and deliver this Agreement and any documents contemplated thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. **Authorization and Binding Obligation.** The execution, delivery and performance of the Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer, and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms.

7. **No Brokerage.** The parties represent to each other that no broker has been engaged in connection with this Agreement, and the parties agree to indemnify and hold each other harmless against any Claim from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by Seller or Buyer, as the case may be.

8. **Covenants and Agreements of the Parties Prior to Closing Date.**

a. **FCC Consent.** The assignment of the License pursuant to this Agreement is subject to the prior consent and approval of the FCC. Buyer and Seller shall promptly prepare an appropriate application for FCC consent to assignment of the License to Buyer or to Buyer's designee (the "Assignment Application"), and shall file the application within five (5) business days after the execution date of the Agreement. Each party shall pay its own fees and expenses incurred in connection with the preparation, filing, and advocacy of the Assignment Application; **provided however,** that in connection with the assignment of the License to Buyer, Seller agrees to pay the cost of publishing the required Public Notice of filing and the FCC filing fee. In the event Buyer designates in the Assignment Application a commercial FM station for rebroadcast by the Station, Buyer shall be responsible for paying the resulting FCC filing fee. The parties agree to diligently prosecute the Assignment Application and to respond promptly and accurately to any requests by the FCC for additional information or amendments to said application.

b. **Cooperation.** Buyer and Seller shall cooperate fully with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, even after Closing, if necessary, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement.

c. **No Inconsistent Action.** Neither Buyer nor Seller shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or materially delay the consummation of the transactions contemplated by this Agreement.

d. **Maintenance of Assets and Business.** Seller shall maintain the tangible Assets to be conveyed in their present good operating condition, repair and ordinary and reasonable wear and tear in ordinary usage excepted. Seller shall not waive or cancel any Claims or rights of substantial value, transfer or otherwise dispose of any Assets used in the operation of the Station. Seller shall keep in good repair all of the Station's technical equipment to be transferred herein and shall either continue to operate the Station under the terms of the License in the manner in which it has been operated heretofore or secure and maintain in full force and effect FCC-approved silent station authority, in conformity with all material applicable laws, ordinances, regulations, rules and orders. Between the date of this Agreement and the Closing Date (defined below), Seller will promptly notify Buyer in writing if Seller becomes aware of any fact or condition that constitutes a breach of the representations and warranties or covenants of Seller herein.

9. **Conditions Precedent to Buyer's and Seller's Obligations to Close.**

a. **Representations and Warranties.** All representations and warranties contained in this Agreement shall be true and complete in all material respects when made and as of the Closing Date.

b. **Consents.** All consents relating to assignments of the Contracts and the FCC's consent to the assignment of the License, shall have been granted without the imposition of any

conditions that would have an adverse effect on the terms and conditions of the License, the Station, or the Buyer.

c. **Delivery of Closing Items.** Each item to be delivered by Buyer and Seller, respectively, pursuant to Section 7 below, must have been tendered for delivery at the Closing.

10. **Closing and Assignment of Documents.** The Closing shall take place at Seller's office or at any other place that is agreed upon by Buyer and Seller. The Closing shall occur five (5) business days after the FCC has issued a Public Notice announcing its unconditional consent to the Assignment Application (the "Closing Date"); provided, however, if a petition to deny or informal objection is filed against the Assignment Application, Buyer may elect to postpone the Closing Date until five (5) business days after the FCC's consent has become a "Final Order." A Final Order means an order that has not been reversed, stayed, enjoined, annulled or suspended and as to which not timely request for stay, application review or reconsideration is pending, or with respect to which the time for filing any such request, appeal, petition or application has expired prior to or on the Closing Date.

a. **Seller's Deliveries at Closing.** Seller shall deliver to Buyer the following:

(i) a duly executed Bill of Sale and Assignment of Interests as to the Assets identified in Schedule 1 hereto, conveying good and marketable title to Buyer free and clear of any Encumbrances;

(ii) a duly executed assignment of the License in favor of Buyer or Buyer's subsidiary designated by Buyer;

(iii) duly executed consents to written assignments for each of the Assigned Contracts;

(iv) a duly executed Assignment and Assumption Agreement providing for assignment of the Assigned Contracts to Buyer;

(v) a closing certificate, dated as of the Closing Date, certifying that all of the representations and warranties of Seller contained in Sections 5(a) to (h) and 7 above are accurate in all respects when made, and as of the Closing Date;

(vi) wire transfer instructions, which must be delivered to Buyer at least two (2) business days before the Closing; and

(vii) a schedule submitted for Buyer's approval, setting forth the allocation between Buyer and Seller of all expenses arising out of the business and operations of the Station, including, without limitation, rent, utilities, business and license fees, property taxes, office expenses, property and equipment rentals (the "Station Expenses") attributable to the operations of the Station before the Closing Date and on and after the Closing Date. Buyer and Seller will assume at Closing, responsibility to pay, as soon as practicable after the Closing, their respective prorated Station Expenses.

b. **Buyer's Deliveries at Closing.** Buyer shall deliver to Seller the following:

- (i) the Purchase Price as set forth in Section 3 above;
- (ii) a duly executed Assignment and Assumption Agreement providing for the assumption of the Assigned Contracts by Buyer; and
- (iii) a closing certificate, dated as of the Closing Date, certifying that all of the representations and warranties of Buyer Sections 6(a) and (b) and 7 above are accurate in all respects when made, and as of the Closing Date.

11. Termination. Either party may terminate this Agreement upon five (5) days' written notice to the other if such party is not in default hereunder and if: (i) the FCC assignment application is protested or set for hearing; (ii) a party has materially breached or failed to perform its obligations hereunder and such breach or failure to perform is not cured within thirty (30) days after the breaching party received written notice of such breach; (iii) a Party has failed to satisfy any of the conditions precedent to the other Party's obligation to close set forth in this Agreement; (iv) the Closing does not occur within one (1) year after the application for the assignment of the License is filed; (v) the License expires or is revoked or suspended or if the parties' application for FCC consent is dismissed or denied; and (vi) by mutual consent of Seller and Buyer.

12. Liabilities Upon Termination.

a. **Seller's Remedy.** If the parties hereto shall fail to consummate this Agreement on the Closing Date due solely to Buyer's material breach of any representation, warranty, covenant or condition hereunder, Seller's sole and exclusive remedy shall be retention of the Deposit as liquidated damages as provided for in Section 3 of this Agreement.

b. **Buyer's Remedy: Specific Performance.** The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions hereof, monetary damages along would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement without being required to prove actual damages or post a bond. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

c. **Notice of Breach.** In the event that any party to this Agreement believes that the other party is in material breach of its representations, warranties or obligations hereunder, such party shall give prompt written notice thereof, detailing the nature of the breach and the steps necessary to cure such breach. For purposes of this Agreement, no "breach" shall be deemed to have occurred hereunder unless the party alleged to be in breach has been afforded a cure period of at least thirty (30) days in the event that such party is diligently and in good faith proceeding to cure such breach, and the breach is reasonable capable of being cured within such extended period. Any cure period allowed under this Subsection shall extend the deadline for Closing established in Section 10 of this Agreement.

13. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and

warranties and shall survive the Closing for a period of eighteen (18) calendar months. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of breach of any of its representations and warranties; *provided, however*, there shall be no time limitation on Claims or actions brought for breach of any representation or warranty made in or pursuant to Sections 5(a) and 5(d), and Seller hereby waives all applicable statutory limitations with respect thereto.

14. Indemnification by Seller. Provided that the Closing shall occur, Seller hereby agrees to indemnify and hold harmless Buyer, and its officers, directors, successors and assigns (collectively the "Buyer Indemnified Parties") for, and will pay to the Buyer Indemnified Parties the amount of, any loss, liability, fine, Claim, incidental or consequential damage, expense (including reasonable attorneys' fees) whether or not involving a third-party Claim (the "Damages") arising from or in connection with: (i) any material breach of any representation or warranty made by Seller in this Agreement, or any other certificate or document delivered herewith; (ii) any material breach of any covenant or obligation of Seller in this Agreement or any other certificate or document delivered herewith; or (iii) any liabilities of Seller relating to the Station and the Assets, except only for the Assumed Liabilities. Each party shall be fully liable for intentional or fraudulent breach of any representation, warranty, covenant or obligation contained in this Agreement.

15. Indemnification by Buyer. Provided that the Closing shall occur, Buyer hereby agrees to indemnify and hold harmless Seller, and its officers, directors, successors and assigns (collectively the "Seller Indemnified Parties") for, and will pay to the Seller Indemnified Parties the amount of Damages arising from or in connection with: (i) any material breach of any representation or warranty made by Buyer in this Agreement, or any other certificate or document delivered herewith; (ii) any material breach of any covenant or obligation of Buyer in this Agreement or any other certificate or document delivered herewith; or (iii) any Assumed Liabilities.

16. Indemnification of Third-Party Claims. The obligations and liabilities of any party to indemnify any other party under Sections 14 or 15 with respect to any action, arbitration, mediation, audit, investigation, litigation or suit (a "Claim" or "Claims") relating to third parties shall be subject to the following terms and conditions:

a. **Notice and Defense.** The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party"), prompt written notice of any Claim and specific information concerning said Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. The Indemnified Party shall make available to the Indemnifying Party and its representatives all records required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

b. **Failure to Defend.** If the Indemnifying Party, within a reasonable time after notice of such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment of and for the account of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment, provided that the same is performed or obtained reasonably and in good faith.

c. **Indemnified Party's Rights.** Anything in this Section 16 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim (provided that the Indemnifying Party shall pay the costs and expenses incurred in connection with such defense, compromise or settlement consistent with Section 16(d)), and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment or settlement.

d. **Payment.** The Indemnifying Party shall promptly pay the Indemnified Party any amount due under Section 14 or 15. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party to the extent such Claim is subject to indemnification hereunder, and to the extent not waived in settlement, against the third party who made such third party Claim.

17. **Limitations on Indemnification.** No claim may be brought by either party under Sections 14(i) or 15(i) for any Claim or Damages equal to or less than One Thousand Dollars (\$1,000.00) or for more than the Purchase Price.

18. **Notices.** All notices, demands, and requests required to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or on the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller: Horizon Christian Fellowship
5331 Mt. Alifan Drive
San Diego, California 92111

with a required

copy to: Harry C. Martin, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, Virginia 22209

If to Buyer: Phasor Physics, Inc.
No. 2
36 H Street
Salt Lake City, Utah 84103

with a required

copy to: Barry A. Friedman, Esq.
Thompson Hine, LLP
Suite 800
1920 N Street, N.W.
Washington, D.C. 20036

19. Public Announcements. Other than those incidental to filings required to comply with legal requirements, neither party shall make any public announcement, press release or similar publicity with respect to this Agreement or the transactions contemplated therein (the "Contemplated Transactions"), regardless of whether such Contemplated Transactions are consummated, without prior written consent of the other party. The parties will consult with each other concerning the means by which the employees, customers and suppliers of Seller and others having dealings with Seller will be informed of the Contemplated Transactions, and Buyer will have the right to be present for any such communication.

20. Confidentiality. Between the date of this Agreement and the Closing Date, the parties will maintain in confidence, and will cause the representatives of Buyer and Seller to maintain in confidence, any information furnished by another party in connection with this Agreement or the Contemplated Transactions, unless (i) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (ii) the use of such information is necessary or appropriate in making any filing or obtaining any consent required for the consummation of the Contemplated Transactions herein or (iii) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings. If the Contemplated Transactions are not consummated, each party will return or destroy as much of such written information as the other party may reasonably request. Whether or not the Closing takes place, Seller waives any cause of action, right or Claim arising out of the access of Buyer or its representatives to any trade secrets or other confidential information of Seller except for the intentional competitive misuse by Buyer of such trade secrets or confidential information.

21. Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto, except that Buyer may assign its right and obligations under this Agreement without Seller's consent to any entity controlling Buyer or under direct or indirect common control with Buyer.

22. **Governing Law; Jurisdiction; Attorneys' Fees.** Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the law of the State of Utah without regard to such State's choice of law provisions. Any action or proceeding seeking to enforce any provision of, or based on any rights arising out, this Agreement must be brought against any of the parties in the state or federal courts sitting in the city of Salt Lake City, Utah. In the event of any dispute between the parties, to interpret or enforce this Agreement, the prevailing party in any litigation between the parties shall be entitled to request that the Court enter a judgment in its favor for reasonable attorneys' fees at trial and on appeal.

23. **Headings.** The headings in this Agreement are included for each of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement. The Recitals of this Agreement are incorporated by this reference herein.

24. **Gender and Number.** Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

25. **Entire Agreement.** This Agreement and any exhibits or schedules hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement among Buyer and Seller with respect to the subject matter thereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of such amendment, supplement, or modification is sought.

26. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the parties will reform this Agreement to effectuate the intent and accomplish the objectives of all parties hereto. Neither the failure nor any delay by any party in exercising any right, power or privilege herein, will operate as a waiver thereof. No waiver that may be given by a party will be applicable except in the specific instance for which it is given.

27. **Further Assurances.** The parties agree to furnish upon request to each other such further information, execute and deliver to each other such other documents and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

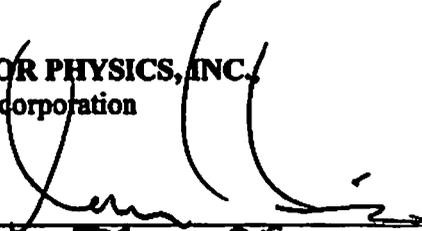
28. **Counterparts; Facsimile.** This Agreement may be signed in counterparts with the same effect as if the signatures on each counterpart were upon the same instrument. To the maximum extent permitted by law or by any applicable governmental authority, any document to be executed and delivered hereunder, may be signed and transmitted by facsimile with the same validity as if it were an ink-signed document. Each signatory below represents and warrants by his or her signature that he or she is duly authorized (on behalf of the respective entity for which

such signatory has acted) to execute and deliver this Agreement and any other document related to this transaction, thereby fully binding each such respective entity.

IN WITNESS WHEREOF, Buyer and Seller have executed or have caused this Agreement to be executed by a duly authorized officer on the day and year first above written.

"Buyer"

PHASOR PHYSICS, INC.
a Utah corporation

By: 
Title: PRESIDENT

"Seller"

HORIZON CHRISTIAN FELLOWSHIP,
a California not-for-profit corporation

By: _____
Its: _____

such signatory has acted) to execute and deliver this Agreement and any other document related to this transaction, thereby fully binding each such respective entity.

IN WITNESS WHEREOF, Buyer and Seller have executed or have caused this Agreement to be executed by a duly authorized officer on the day and year first above written.

"Buyer"

PHASOR PHYSICS, INC.,
a Utah corporation

By: _____
Title: _____

"Seller"

HORIZON CHRISTIAN FELLOWSHIP,
a California not-for-profit corporation

By: *Michael M. [Signature]*
Its: *President*

SCHEDULE 1

ASSETS TO BE CONVEYED

Equipment

1. Crown FM30T transmitter
2. Fanfare Model FT1 receiver
3. Approximately 90 ft ½" transmission line with connectors and fasteners
4. Approximately 70 ft ½" transmission line with connectors and fasteners
5. Scala CLFM single bay transmit antenna
6. Scala CLFM receive antenna
7. Middle Atlantic half equipment rack
8. Polyphaser transmit and receive surge protection
9. Furman surge protected power strip

Assigned Contracts (Site Lease Only)

Title: Antenna Site Lease Agreement

Parties: Baker Timber Products, Lessor, and Horizon Christian Fellowship, Lessee

Site Location: 13536 South Highway 16, Rapid City, SD

Term: 60 months

Effective date: July 23, 2007

Expiration date: July 22, 2012 (four five-year renewals available)

Rent: \$250 per month with annual 1% increases (\$275 per month effective July 23, 2008)

Utilities: Included in rent