APPENDIX A
K265CN FCC License

United States of America

FEDERAL COMMUNICATIONS COMMISSION

FM BROADCAST TRANSLATOR/BOOSTER STATION LICENSE

Official Mailing Address:

FAMILY LIFE BROADCASTING, INC.
7355 NORTH ORACLE ROAD
TUCSON, AZ 85704

Authorizing Official:

Daniel J. Fontaine
Supervisory Engineer
Audio Services Division
Mass Media Bureau

Grant Date: JUL 31 1997

Call Sign: K265DN

This license expires 3:00 a.m. local time, October 01, 1997

License File No.: BLFT-970604TB

This license covers Permit No.: BPFT-960510TB

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee:

FAMILY LIFE BROADCASTING, INC.

Principal community to be served:

AZ-Flagstaff

Primary Station: KFLR-FM(FM), Channel 212, PHOENIX, AZ

Via: K288DF

Frequency (MHz): 100.9

Channel: 265

Hours of Operation: Unlimited

Transmitter location (address or description):
AZ-Mount Elden USFS electronics site, 2.7 km NE of the inter- section of Patterson Boulevard and Lockett Drive, East Flagstaff

Antenna Coordinates: North Latitude : 35 14 27
West Longitude : 111 35 49

Transmitter: Type Accepted. See Sections 73.1660 and 74.1250 of the Commission's Rules.

Transmitter output power: 0.009 kW

Antenna type: (directional or non-directional): Directional

Description: SCALA FMV, SINGLE SECTION

Major lobe directions (degrees true): 360.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW).....		0.010
Height of radiation center above ground (Meters).....		6
Height of radiation center above mean sea level (Meters).....		2833

Antenna structure registration number: none

Overall height of antenna structure above ground (including obstruction lighting if any): 12 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Cal'sign: K265DN

License No.: BLFT - 970604TB

None Required

Special operating conditions or restrictions:

1. The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency radiation in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRFT-20050531AGG, WAS GRANTED ON 10/13/2005 FOR A TERM EXPIRING ON 10/01/2013.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION K265DN.

FACILITY ID: 20642

LOCATION: FLAGSTAFF, AZ

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

85704#6359

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300

$0.37
OCT 14 2005
US POSTAGE
FIRST CLASS
MAILED FROM 20743
011A0413002586

FAMILY LIFE BROADCASTING, INC.
7355 N ORACLE RD STE 200
TUCSON, AZ 85704

FCC 372B (02/00) NOTIFICATION

APPENDIX B
Listing of Tangible Property

1 Nicom rack-mount 30-watt Transmitter
1 Feed line to Transmit Antenna
1 Directional Transmit Antenna
1 EMR Triple Cavity Output Filter
1 EMR Dual Cavity Output Filter
1 EMR Isolator Output Filter
1 EMR Circulator Output Filter
1 Rolls rack-mount FM Tuner
1 Feed line to Receive Antenna
1 5-Element Scala Yagi Receive Antenna

APPENDIX C
Transmission and Tower Agreement

LICENSE AGREEMENT

This license agreement ("**Agreement**") is made as of this 1ST day of September, 2004 ("**Commencement Date**"), by and between

AAT COMMUNICATIONS CORP., a New York corporation having an office at 12444 Powerscourt Drive, Suite 300, Saint Louis, Missouri 63131 ("**LICENSOR**")

AND

KFLR 90.3 FM FAMILY LIFE BROADCASTING, INC., a corporation having an address at P.O. Box 35300, Tucson, Arizona 85740 ("**LICENSEE**").

The property which is the subject of this Agreement are those portions of the realty and/or buildings or structures located thereupon which are owned or leased by LICENSOR, or which LICENSOR has a right to the use of, known as Elden Mountain, AZ Tower and located at T224, R7E, Section 36, Flagstaff, Arizona 86004 ("**Premises**").

In consideration of the mutual covenants and obligations herein contained, Licensor and Licensee agree as follows:

1. **License.** *LICENSOR grants to LICENSEE a non-exclusive right to use the Premises for the installation and operation of the communications equipment ("**Equipment**") described on Exhibit "A" attached hereto. LICENSEE is solely responsible for determining whether the Premises are suitable for its intended use.*

2. **Installation.** *LICENSEE shall be responsible for obtaining all permits, licenses and other approvals required by any municipal, county, state or Federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission ("**FCC**"), for the installation and operation of its Equipment at the Premises. Before commencing said installation, or any future modifications, LICENSEE shall seek LICENSOR's approval of LICENSEE's plans and specifications. Subject to the approval of the owner of the Premises ("**Premises' Owner**"), LICENSOR shall not unreasonably withhold its approval of said plans. The location at which the Equipment shall be installed shall be determined by LICENSOR, with consideration of LICENSEE's needs and the requirements of Premises' Owner. The Equipment shall be installed in accordance with LICENSOR's technical standards as set forth on Exhibit "B" and principles of good workmanship. LICENSEE shall notify LICENSOR at least 48 hours prior to the commencement of installation of the Equipment.*

3. **Interference.** *LICENSEE represents and warrants that the Equipment shall not (i) cause interference to the electronic equipment and/or television or radio reception of Premises' Owner and residents/tenants of the Premises, (ii) cause interference to the communications equipment of other users of the Premises existing as of the date of installation of LICENSEE's Equipment or (iii) create a nuisance at or upon the Premises. LICENSEE shall cooperate with LICENSOR to the extent reasonably necessary to determine the source of any interference believed to be emanating from systems operating at the Premises. If LICENSEE's Equipment is determined to be the cause of any such interference, and such interference cannot be eliminated within 48 hours after receipt of notice thereof from LICENSOR, LICENSEE shall discontinue use of the Equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated. LICENSOR represents that the agreements executed by and between LICENSOR and future users of the Premises shall include language substantially similar to the foregoing.*

4. **Access.** *LICENSEE and its employees, agents and contractors shall have access to the Premises during the hours of 9 A.M. and 5 P.M., Monday through Friday, only for the purposes of installing, operating, maintaining, repairing and removing the Equipment. In the event of*

emergency or equipment malfunction, access shall be granted at any time, subject to the security, safety and identification procedures of Premises' Owner.

5. **Term.** A. *This Agreement shall become effective upon the Commencement Date and shall continue in effect for a term of three (3) years, unless terminated prior to the expiration of said term in accordance with the provisions of Paragraph 18.*
B. *Provided that (i) LICENSEE is not in default hereunder, (ii) this Agreement has not expired or been terminated, (iii) LICENSOR has renewed any underlying site agreement with Premises' Owner for a sufficient period of time and (iv) LICENSEE notifies LICENSOR at least 180 days prior to the expiration of the then-current term of its desire to renew the term, LICENSEE shall have the right to renew this Agreement under the same terms and conditions for three additional three-year terms, subject to the increase in the license fee provided in Paragraph 6 hereof.*
C. *LICENSEE shall have no right to hold over at the Premises beyond the expiration of this Agreement.*

6. ***License Fee.*** *A. As compensation for the rights granted hereunder, LICENSEE shall pay to LICENSOR an annual license fee of Two Thousand Four Hundred Thirty Dollars and Ninety-Six Cents ($2,430.96) for the first year of the term, payable in monthly installments of one-twelfth each, beginning on the Commencement Date. All license fee payments due hereunder shall be paid in advance and shall be due on or before the first day of each month. In the event the Commencement Date is other than the first day of the month, the license fee for the first and last months of the term hereof shall be apportioned accordingly. At each anniversary of the Commencement Date, during the initial term and any renewal terms, the annual license fee payable by LICENSEE shall automatically increase by five percent (5%).*
B. In addition to the license fee, LICENSEE shall have the sole responsibility to pay any personal property or real estate taxes owed on the Premises and the Property in connection with LICENSEE's use of the Premises and/or the installation, maintenance and operation of the Equipment upon receipt of documentation of such taxes from LICENSOR.

7. **Responsibility for Equipment.** *The Equipment shall remain the personal property of LICENSEE, and LICENSEE agrees that neither LICENSOR nor Premises' Owner shall have any responsibility for the care and protection thereof. LICENSEE shall mark all of its Equipment (including but not being limited to antennas, cables and equipment cabinets) with weatherproof tags or plates identifying LICENSEE as the owner and/or operator thereof and shall keep, operate and maintain said Equipment in a safe condition and in good repair.*

8. **Electrical.** A. *LICENSEE shall use the existing electrical circuits at the Premises. In the event any increase in the capacity or modification thereof is required for the operation of the Equipment, LICENSEE shall, subject to the consent of LICENSOR and Premises' Owner, perform such modifications at its sole cost and expense.*
B. *LICENSEE shall have the right to install a submeter to measure the electricity consumed by the Equipment and shall, on a monthly basis, compensate LICENSOR for the cost of same. In the event LICENSEE does not exercise the foregoing right, LICENSOR shall compute or meter such consumption by the Equipment and bill LICENSEE for the cost of same.*

9. **Compliance with Laws.** *The Equipment shall, at all times during the initial term and any renewals, be installed, operated and maintained by LICENSEE in accordance with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not being limited to, all rules, regulations and orders of the FCC and the Occupational Safety & Health Administration ("OSHA"). Within 10 days after the Commencement Date, LICENSEE shall provide LICENSOR with a copy of the license issued by the FCC for the Equipment. In addition, LICENSEE shall post a copy of said FCC license at the Premises, in the location designated by LICENSOR.*

10. **RF Emissions.** A. *LICENSEE shall be responsible for ensuring that the Equipment does not cause radiofrequency ("**RF**") emissions which are in excess of the safe limits established by the FCC (the "**RF Standards**"). Before installing the Equipment, LICENSEE shall survey the existing RF environment at the*

Premises. By installing the Equipment, LICENSEE shall be deemed to have represented to LICENSOR that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Premises as of the Commencement date cause to be violated, the RF Standards.

B. LICENSEE shall cooperate with LICENSOR in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Premises. LICENSOR shall provide LICENSEE with as much advance notice of any such maintenance as is reasonably available.

11. **Environmental.** *A. LICENSEE shall not bring, use, generate, store, treat or dispose of any Hazardous Materials on, in, under or near the Premises.*

B. As used herein, "Hazardous Materials" shall mean any material, waste or substance defined as hazardous, toxic or dangerous in any applicable local, county, state or Federal law or regulation.

12. **Insurance.** *At all times during the initial term and any renewal terms, LICENSEE shall carry insurance protecting itself, LICENSOR and Premises' Owner against all claims, demands, judgments, liabilities and losses which may be made against or suffered by them as a result of (i) LICENSEE's use of the Premises, (ii) the installation, operation or presence of the Equipment at the Premises, or (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises. The insurance required to be obtained and maintained by LICENSEE shall be as follows:*

- All Risk property insurance in the amount of the Equipment's replacement cost,
- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million; and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

Within 10 days after LICENSEE's execution of this Agreement and on each anniversary of the Commencement Date during the initial term and any renewal terms, LICENSEE shall provide LICENSOR with current certificates of insurance, evidencing that LICENSEE has obtained the requisite coverages in the mandated amounts, that LICENSOR and Premises' Owner are named as additional insureds thereunder, and that such policies cannot be cancelled or amended without at least 30 days' prior notice to LICENSOR and Premises' Owner.

13. **Hold Harmless.** *LICENSEE shall indemnify, defend and hold LICENSOR and Premises' Owner harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees) which are suffered by, levied upon or brought against either (or the employees, agents or contractors of either) as a result of (i) the installation, operation, presence, use, maintenance or removal of the Equipment at the Premises; (ii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises; (iii) any allegation of interference which is caused by, or is alleged to have been caused by, the Equipment; (iv) any allegation of exposure to RF emissions originating, in whole or in part, from the Equipment; or (v) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSEE or any employee, agent or contractor of LICENSEE. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.*

14. **Removal of Equipment.** *Within a period of 20 days following the expiration or termination of this Agreement, LICENSEE shall (i) remove the Equipment and all cables, components and other property of LICENSEE from the Premises, (ii) repair any damage to the Premises caused by such removal and (iii) restore those portions of the Premises upon and/or within which the Equipment was located to the condition which existed as of the Commencement Date. Any equipment, cabling, components or other property of LICENSEE remaining on the Premises after the expiration of the aforestated period shall be deemed to have been abandoned and may be disposed of as LICENSOR sees fit. LICENSEE shall reimburse LICENSOR for all expenses incurred by LICENSOR in removing and disposing of any such abandoned property of LICENSEE. Should LICENSEE fail to commence to repair any damage to the Premises or to restore the Premises to the original condition within the aforestated period, LICENSOR may, at its option, have such repair*

and/or restoration performed, and LICENSEE shall reimburse LICENSOR for all such expenses incurred by LICENSOR.

15. **Casualty.** *In the event fire or other calamity ("**Casualty**") causes a total destruction of the Premises, this Agreement shall automatically terminate as of the date of such Casualty. In the event of Casualty causing damage to the Premises comprising less than a total destruction thereof, LICENSEE may terminate this Agreement if the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty. The license fee payable by LICENSEE hereunder shall abate for such period of time as LICENSEE is unable to use the Premises as a result of any Casualty.*

16. **Condemnation.** *If the Premises or any portion thereof is condemned or subjected to a taking by any governmental authority with the power of eminent domain, this Agreement shall terminate as of the date upon which LICENSEE is required to remove its Equipment from the Premises. LICENSEE shall be entitled to seek its own award from the condemning authority only to the extent such award does not result in a diminution of the awards payable to LICENSOR and Premises' Owner.*

17. **Default.** *The occurrence of the following events shall constitute an event of default hereunder:*

*(i) the failure of either party to comply with any of the provisions of this Agreement or to faithfully and timely perform all of the duties and obligations of such party hereunder (a "**Non-Monetary Default**"); or*

*(ii) the failure of LICENSEE to pay, when due, the license fee or any other amounts owed LICENSOR hereunder (a "**Monetary Default**").*

18. **Termination.** A. *This Agreement may be terminated under the following circumstances:*

(i) immediately, by the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within 20 days of receipt of notice from the non-defaulting party of the existence of said default;

(ii) immediately, by LICENSOR, upon LICENSEE's failure to make full payment of any amounts owed hereunder within 5 days of LICENSEE's receipt of notice from LICENSOR declaring LICENSEE to be in Monetary Default;

(iii) immediately, by either party, if LICENSEE is unable to eliminate any interference caused by its Equipment within a period of 20 days following LICENSEE's receipt of notice from LICENSOR of the existence of such interference in accordance with the terms of Paragraph 3. hereof;

(iv) immediately, by LICENSOR, in the event the Equipment is determined to be the source of RF emissions in excess of the RF Standards and LICENSEE has failed to minimize such RF emissions to an acceptable degree within the earlier of the time limit established by (a) the FCC, (b) LICENSOR and (c) Premises' Owner;

(v) immediately, by LICENSEE, in the event of interference to the Equipment caused by the equipment of any other party, whether on the Premises or elsewhere, which is not minimized to an acceptable degree within 20 days following LICENSOR's receipt of notice from LICENSEE of the existence of such interference;

(vi) by LICENSEE, upon 10 days' notice to LICENSOR, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Premises or by buildings or other structures which are constructed in the surrounding area after the date of this Agreement;

(vii) immediately, by LICENSEE, if LICENSOR and/or Premises' Owner do not consent to any increase and/or modification of the existing electrical circuits at the Premises as set forth in Paragraph 8 hereof within 30 days of the date LICENSOR is in receipt of LICENSEE's request therefor; or

(viii) immediately, by LICENSEE, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of LICENSEE's acts or negligence.

B. *In the event of a Non-Monetary Default by either party hereunder which cannot reasonably be cured within the time period set forth in section (i) of Part A of this Paragraph 18, the time for curing such default shall be extended for such period of time as may be reasonably necessary to complete such curing, provided the party in default proceeded promptly to cure same and thereafter diligently pursues such curing to completion.*

C. *Following the effective date of termination of this Agreement in accordance with any of the foregoing, neither party shall have any further obligation or liability hereunder, other than as may be specifically set forth herein.*

19. **Contractors.** A. *Any and all contractors hired by LICENSEE to install the Equipment or perform any other work at the Premises ("**Licensee's Contractors**") shall be subject to the approval of LICENSOR. Such approval shall not be unreasonably withheld or delayed, subject, however, to any requirements of Premises' Owner with respect to access to the Premises and/or work to be performed thereupon.*

B. *Each of Licensee's Contractors shall be required to obtain insurance protecting itself, LICENSEE, LICENSOR and Premises' Owner against any and all claims, losses, damages or costs which may arise out of or result, directly or indirectly, from (i) the activities of said Licensee's Contractor at the Premises or (ii) the acts or negligence of said Licensee's Contractor or its employees. The insurance required to be obtained and maintained by each of Licensee's Contractors shall be as follows:*

- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million, and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

Prior to commencing work at the Premises, each of Licensee's Contractors shall provide LICENSOR with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that LICENSEE, LICENSOR and Premises' Owner are named as additional insureds thereunder; and that such policies cannot be cancelled or amended without at least 10 days' prior notice to the parties named thereunder as additional insureds.

C. *Notwithstanding the foregoing, LICENSEE agrees to accept all responsibility and liability for all actions of Licensee's Contractors and to indemnify and hold LICENSOR and Premises' Owner harmless from and against any and all claims, losses, damages or costs for which LICENSOR and Premises' Owner are not fully reimbursed pursuant to Part B of this Paragraph 19.*

20. **Assignment.** A. *LICENSOR may assign its interest in this Agreement to any third party, provided that LICENSOR gives LICENSEE written notice of any such assignment at least 10 days prior to the effective date thereof.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) that LICENSEE gives written notice of its intention to assign its rights hereunder at least 10 days prior to the effective date thereof and (iii) the assignee agrees to assume all of LICENSEE's obligations hereunder (including those due and owing as of the effective date of assignment), LICENSEE shall have the right to assign its interest in this Agreement to any parent, subsidiary or affiliate of LICENSEE; any entity with which or into which LICENSEE is merged or consolidated; or to any corporation which acquires 51% or more of LICENSEE's assets.*

C. *Any assignment hereof by LICENSEE other than pursuant to the terms of Part B of this Paragraph 20 shall be subject to the written approval of LICENSOR. Any request for such approval shall be made in writing, at least 45 days in advance of the effective date of assignment, and shall include the net worth of the assignee as of the last day of the most recent quarter of said assignee's business year. LICENSOR shall not unreasonably withhold such approval, subject, however, to the assignee's agreement to accept all obligations of LICENSEE hereunder (including those due and owing as of the effective date of assignment).*

D. *LICENSEE shall not sublicense all or any part of its rights or obligations hereunder.*

21. **Controversies.** A. *Subject to the provisions of Paragraphs 17 and 18 hereof, and in the event the amount in controversy or claimed as damages is less than $25,000, all controversies with respect to this Agreement or the rights, duties or obligations of the parties hereunder shall be settled by arbitration conducted by one arbitrator of the American Arbitration Association in the County in which the Premises is located under the Rules of Commercial Arbitration (the "**Rules**") as they exist at the time demand is made therefor. The cost of said arbitration and all fees associated therewith shall be paid in accordance with the Rules.*

B. *In the event the amount in controversy or claimed as damages is equal to or greater than $25,000, the party making demand for same*

shall have the option of either making demand for arbitration in accordance with the provisions of Part A of this Paragraph 21 or seeking relief from an appropriate court having jurisdiction over the subject matter and parties.

C. *All arbitration proceedings conducted in accordance herewith shall be held in accordance with the laws of the State in which the Premises is located.*

22. **Miscellaneous.** A. *This Agreement, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.*

B. *Any provision of this Agreement which is deemed to be invalid by any governmental or judicial body having authority hereover shall be considered deleted herefrom. Such determination shall not serve to invalidate the remaining provisions of this Agreement.*

C. *Subject to the provisions hereof, this Agreement shall extend to, inure to the benefit of and bind the heirs, successors and permitted assigns of the parties.*

D. *The additional terms attached hereto as Exhibit "C" (the "**Additional Terms**") shall be binding upon the parties as if set forth herein. In the event of any conflict between the Additional Terms and the terms and conditions set forth within the corpus of this Agreement, the Additional Terms shall be deemed to control.*

E. *This Agreement shall be construed, interpreted and governed under and in accordance with the laws of the State in which the Premises is located.*

F. *All notices sent with respect to this Agreement shall be in writing and delivered to the other party via certified mail, return receipt requested, or national overnight delivery service. Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient party. The current addresses of the parties to which such notices should be sent are as follows:*

LICENSOR: AAT Communications Corp.
12444 Powerscourt Drive
Suite 300
Saint Louis, MO 63131
Attn: Vice President, Contract Administration

With a Copy to: AAT Communications Corp.
12444 Powerscourt Drive
Suite 300
Saint Louis, MO 63131
Attn: General Counsel

LICENSEE: KFLR 90.3 FM Family Life Broadcasting, Inc.
P.O. Box 35300
Tucson, AZ 85740
Attn.: Robert Schwartz

Each of the parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

23. **U.S. Forest Service Fees.** *In addition to the annual license fee, LICENSEE shall pay to LICENSOR all applicable management fees and/or costs (the "US Forest Service Fee") assessed with respect to LICENSEE's Equipment on the Premises. Said US Forest Service Fee shall be paid annually during the term hereof, or any renewal or holding over period thereafter. LICENSOR will provide LICENSEE with a copy of the US Forest Service Fee schedule to substantiate the amount payable by LICENSEE.*

24. **Replacement of Prior Agreements.** *The parties agree that this Agreement shall be in replacement of and shall supersede that certain License Agreement executed by and between LICENSOR, successor-in-interest to Allen Enterprises, Inc. d/b/a Western Communications and LICENSEE for use of the Premises dated September 1, 1999 (the "Prior Agreement") and that, upon the full execution and delivery hereof, said Prior Agreement shall be thereby rendered null and void.*

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement as of the Commencement Date.

Accepted by: LICENSOR

AAT COMMUNICATIONS CORP.

By: _____

Name: Peggy Woodruff-Migas

Title: Vice President Contract Administration

Date: 8/19/04

Attest: _____

Print Name: _____

Accepted by: LICENSEE

KFLR 90.3 FAMILY LIFE BROADCASTING, INC

By: _____

Name: Michael K. Brinks

Title: Vice President

Date: August 5, 2004

Attest: _____

Print Name: R.G. Schwartz