

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into this 14th day of July, 2003, by and between Hi-Line Radio Fellowship, Inc. ("Buyer" or "Hi-Line") and CSN International, ("Seller" or "CSN").

Seller is a non-profit corporation authorized and existing under the laws of the state of California. Seller is permittee of a Construction Permit ("Permit") for an FM station at Lewistown, Montana, authorized by the Federal Communications Commission ("FCC") under the call sign KLEU.

Buyer is a not-for-profit corporation authorized and existing under the laws of the State of Montana.

This Agreement is entered into for the purpose of transferring Seller's Permit for KLEU to Buyer. It is mutually understood that the transactions contemplated by this Agreement are subject to the approval of the FCC.

Buyer and Seller agree as follows:

ARTICLE I. – TRANSFER OF PERMIT.

Assets to be Transferred: (the "Assets") For the consideration set forth herein Buyer agrees to buy and Seller agrees to convey to Buyer the FCC Construction Permit for KLEU (the "Permit"), FCC Facility ID# 92240, currently owned by Seller. Upon Closing of this transaction, Seller shall retain no interest in the Permit.

No Assumption of Liabilities: Seller shall convey the Permit to Buyer free and clear of any and all liens and/or encumbrances. Buyer shall assume no liabilities or obligations of the Seller.

Terms of Payment: In exchange for the Permit, Buyer agrees to pay the Seller the sum of \$20,000 (twenty-thousand-dollars), to be paid as follows:

1. A down-payment of \$5,000 (five-thousand-dollars) at Closing;
2. The balance of \$15,000 (fifteen-thousand-dollars) is to be paid on January 31, 2004.

Payment may be sent via overnight courier or electronic funds transfer, at the Seller's option.

ARTICLE II. – REPRESENTATIONS OF SELLER.

Organization, Standing, and Authority: The Seller is a duly organized, validly existing non-profit corporation, in good standing under the laws of the State of California. Seller has requisite power and authority to enter into and fulfill its obligations under this Agreement.

Authorization and Binding Obligation: The execution, delivery and performance of this Agreement have been duly authorized by the Seller. This Agreement has been duly executed and delivered by Seller and constitutes a legal and binding obligation of the Seller.

FCC Permit Transfer: Seller has no knowledge of any facts which would disqualify Seller in any way as an assignor of the Permit. Seller further warrants that the execution and performance of this Agreement does not require the consent of a third party, and does not conflict with the governing documents of the Seller.

ARTICLE III. – REPRESENTATIONS OF BUYER.

Organization, Standing, and Authority: The Buyer is a duly organized, validly existing not-for-profit corporation, in good standing under the laws of the State of Montana. Buyer has requisite power and authority to enter into and fulfill its obligations under this Agreement.

Authorization and Binding Obligation: The execution, delivery and performance of this Agreement have been duly authorized by the Buyer's board of directors. This Agreement has been duly executed and delivered by Buyer and constitutes a legal and binding obligation of the Buyer.

ARTICLE IV. – FCC APPROVAL.

FCC Transfer Application: Within five business days of the signing of this Agreement, Buyer and Seller shall file an application with the Federal Communications Commission requesting the FCC's approval of the transfer of the Permit for KLEU from Seller to Buyer, and to arrange for any Public Notice of the FCC filing as may be required by FCC Rules.

Buyer and Seller agree to work cooperatively and diligently to prosecute the Application in order to bring it to approval by the FCC.

ARTICLE V. – CLOSING.

Closing: Upon FCC approval of the transfer of the Permit of KLEU Seller shall issue to Buyer a Bill of Sale, and Buyer shall notify the FCC that the proposed transfer has been consummated.

Closing shall take place within 5 business days of FCC approval, unless otherwise agreed to by both Buyer and Seller.

ARTICLE VI. - TERMINATION.

Termination by Mutual Agreement: This Agreement may be terminated at any time prior to Closing by the mutual consent of the Buyer and Seller.

Termination by Seller: Seller may terminate this Agreement if there has been a material breach or misrepresentation by Buyer of its covenants, or failure to perform its obligations under this Agreement, and Buyer has not cured such breach or failure to perform within 30 days of written notice thereof. In the event of any termination, written notice setting forth the reasons shall be given by Seller to Buyer.

Termination by Buyer: Buyer may terminate this Agreement if there has been a material breach or misrepresentation by Seller of its covenants, or failure to perform its obligations under this Agreement, and Seller has not cured such breach or failure to perform within 30 days of written notice thereof. In the event of any termination, written notice setting forth the reasons shall be given by Buyer to Seller.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Notification: All notices or communications made under this Agreement shall be made in writing and shall be forwarded to each party by U.S. mail or by courier to the following addresses:

If to Buyer: Roger Lonnquist
Hi-Line Radio Fellowship, Inc.
P.O. Box 2426
Havre, MT. 59501-2426


If to Seller: CSN International
3232 W. MacArthur Blvd.
Santa Ana, CA
92704

Entire Agreement: This Agreement constitutes the entire agreement between Buyer and Seller. Any amendments or revisions of this Agreement must be made in writing, and executed by both Buyer and Seller.

Assignment: The rights and interests of Buyer and Seller may not be assigned to any person or entity without the prior express written consent of the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first written above.

SELLER:

By: 
Name: MIKE IESTLER
Title: V. PRESIDENT CSN

BUYER:

By: 
Roger Lonnquist
2nd Vice-Chairman
Hi-Line Radio Fellowship, Inc.