

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of October, 2004 by and between BIBLE BROADCASTING NETWORK, INC. ("Seller"), and FAMILY LIFE MINISTRIES, INC. ("Buyer").

WITNESSETH

WHEREAS, Seller is the owner, operator, and licensee of FM translator station W254AJ, Erie, Pennsylvania (FCC Facility ID No. 78069) (the "Station"), under authority of a License issued by the Federal Communication Commission (the "FCC"), for the term ending August 1, 2006 (the "License"); and

WHEREAS, Seller desires to sell and Buyer desires to buy the assets and rights belonging to or used or to be used in the business and operation of the Station pursuant to the terms and conditions stated herein; and

WHEREAS, such sale and purchase, as contemplated by this Agreement, is subject to and conditioned upon the consent of the FCC to the terms and conditions stated herein and the assignment of the License;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. Assets Sold and Purchased

On the date of the closing of this Agreement, as provided for in Section 5 below (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase, subject to the terms and conditions set forth herein, all assets set forth in **Exhibit 1.2**, including the License and certain receiving equipment used by Seller and/or are useful in the operation of the Station, as same exist on the date of Closing (except as otherwise provided herein) including, without limitation, the following assets and properties (collectively the "Assets"):

1.1 **License**. The License authorizing the operation of the Station as set forth in **Exhibit 1.1** hereto, and any and all other licenses, rights, permits and authorizations issued to Seller by any other regulatory agency which are used or useful in connection with the operation of the Station.

1.2 **Personal Property**. All of the assets used or useful in the operation of the Station as listed and described in **Exhibit 1.2 hereto**, together with replacements thereof and improvements and additions made between the date hereof and the Closing Date (collectively the "Personal Property"), all free and clear of all liens, claims, security instruments and encumbrances of any kind whatsoever.

1.3 **Leases**. A lease in force through June 1, 2007 for W254AJ's

operations on that certain tower located at geographic coordinates 42° 6' 15" N, 080° 4' 09" W, located in the city of Erie, Erie County, Pennsylvania, FCC Reg. No. 1037807, and in the transmitter building co-located therewith, in the form and pursuant to the terms set forth in **Exhibit 1.3** (the "Tower Lease"). Buyer acknowledges and agrees that the expense of any new transmitter, transmitting and receiving antennas, and accompanying equipment shall be borne entirely by Buyer.

1.4 **Books and Records.** There are no books and records used in connection with the operation of the Station. If any records relating to the operation of the Station prior to the Closing Date are retained by Buyer, Buyer shall maintain them and Seller shall, subsequent to the Closing Date, have reasonable access to such records during the normal business hours of the Station and the right to make copies thereof.

1.5 **Intangible Assets.** The goodwill and all other intangible assets used or useful in the operation of the Station.

2. **Excluded Assets.**

The assets listed in **Exhibit 2.0**, namely the transmitter and transmitting antenna.

3. **Purchase Price.** The total purchase price for all of the assets sold and purchased, as described in Section 1 above, shall be FIFTY-THOUSAND (\$50,000.00) DOLLARS, (the "Purchase Price"). The money to be paid by Buyer to Seller shall be paid as follows:

3.1 **Payment at Closing.** Full payment shall be due at closing.

3.2 **Escrow Deposit.** Upon execution and delivery of this Agreement, Buyer shall deposit the amount of FIVE THOUSAND (\$5,000) (the "Escrow Deposit") with Gary Smithwick, Esq. ("Escrow Agent"). The Escrow Deposit shall be by electronic funds transfer or other method agreed to by the parties and shall be held in escrow by the Escrow Agent pursuant to the terms of an Escrow Agreement in the form attached hereto as **Exhibit 3.2**. The Escrow Agreement shall be signed by Seller, Buyer, and Escrow Agent simultaneously with the execution of this Agreement. At Closing, Seller and Buyer shall join in causing the Escrow Deposit, together with all accrued interest, to be released in accordance with the Escrow Agreement.

3.3 **Payment of Liabilities by Seller.** Seller shall pay, perform, discharge and settle (i) all of the material liabilities at Closing which at such time, or with the passage of time, would result in an encumbrance on any of the Assets; and (ii) all other liabilities in the ordinary course of business and on a timely basis (except for liabilities being disputed by Seller in good faith and by appropriate proceedings) and Seller shall deliver the Assets to Buyer at Closing free and clear of liabilities, liens, or encumbrances.

4. **Closing of the Agreement.**

4.1 **Closing Date.** The closing of this Agreement (the "Closing") shall take place at the offices of Smithwick & Belendiuk, P.C., Washington, DC, 20016, on the last day of the month during which the FCC approval of the transfer and assignment of the License to Buyer, as provided in Section 13 below, has become final (the "Closing Date"), unless the parties agree, in writing, to an earlier place, time and date. Closing shall be conducted by facsimile, mail or overnight delivery of documents unless otherwise agreed. Finality may be waived in writing after the date of FCC approval, and the parties may agree on and shall select such other place, date and time. The word "final" shall mean the date on which the time for rehearing, reconsideration, review or appeal by the Commission or any court under the provisions of the Communications Act of 1934, as amended, or the regulations issued by the Commission thereunder, shall have expired without any request for rehearing, reconsideration, review or appeal pending.

5. **Contracts and Obligations Not Assumed.** Buyer does not hereby assume any obligation or liability for leases not terminable at will or not expressly assumed hereunder and any other contracts or agreements not specified in **Exhibit 1.3**.

6. **Seller's Representations, Warranties and Covenants.** Seller makes the following representations, warranties, and covenants, each of which shall be deemed to be a separate representation, warranty, and covenant, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

6.1 **Organization.** Seller is now and will be on the Closing Date, a non-profit corporation duly organized, existing and in good standing under the laws of the State of Virginia. The execution, delivery and consummation of this Agreement and the transactions contemplated herein have been duly authorized by Seller's Board of Directors and no further authorization, approval or consent is required. The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Seller. Seller at the Closing will provide evidence satisfactory to Buyer's counsel of corporate authority to consummate the transactions contemplated herein.

6.2 **License**

(a) Seller holds the FCC License and all other permits and authorizations necessary for or used in connection with the operation of the Station, and this FCC License and all such permits and authorizations are in full force and effect. The FCC License for the Station will expire on August 1, 2006. The Station is currently silent pursuant to special temporary authority ("STA") (FCC File No. BLSTA-20040324AGL) which expires September 30, 2004; provided, however, that pursuant to the terms of paragraph 6.14(a) hereof, Seller shall seek an extension of the STA allowing the Station to remain silent. Seller represents, and Buyer acknowledges, that the Station may be required to terminate operations pursuant to Section 74.1203 of the FCC's rules. In light of this, Seller makes no warranty concerning the likelihood that the Station will not in the future be required to terminate operations, although Seller knows of no facts or circumstances existing as of the date of this agreement as to why it might be

required to do so, and Buyer accepts the License "as is where is," with no warranties concerning whether the Station can continue in operation after the Closing Date.

(b) As limited as set forth in Section 6.2(a) above, to the best of Seller's knowledge, after due investigation, no application, action or proceeding is pending for the modification of the FCC License or any of such permits or authorizations, and no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the FCC License or any such permits or authorizations, the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction. Seller will also cause all applications, reports and other disclosures required by the FCC with respect to the Station to be duly filed prior to the Closing.

6.3 Personal Property.

(a) On the Closing Date, Seller will convey good and marketable title to all the Personal Property, free and clear of all liens, pledges and encumbrances whatsoever. The assets listed on **Exhibit 1.2**, together with all improvements, replacements and additions thereto from the date hereof to the Closing Date, will, at Closing, constitute all the tangible personal property owned by Seller which is used or useful in the operation of the Station and necessary to operate the Station in accordance with the Station License. All such properties, equipment and assets to be sold hereunder are transferable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer, except as otherwise expressly contemplated by this Agreement.

(b) At Closing, the Station's transmitting and studio equipment will be operating in accordance with the terms and conditions listed below in Section 6.14, and the rules and regulations of the FCC. All assets listed in **Exhibit 1.2** will be in good operating condition at the Closing Date subject only to normal wear and tear in the course of ordinary use and will not be in need of imminent repair or replacement.

6.4 Tower. All tower registration requirements have been complied with and the tower height is accurately reflected on the Station license. To the extent that the station license geographic coordinates and the tower registration geographic coordinates are inconsistent, Seller will file an application, as described in Section 10.4, to correct the variation in the Station's license prior to the Closing Date.

6.5 Zoning. Seller's use of the Leased Premises (the building and tower located at 3514 State Street, Erie, PA) is not at the present time, and will not be as of the Closing Date, in violation of any zoning regulations, ordinances, orders or requirements of any state or local governmental authority. All necessary occupancy and other certificates and permits for the lawful use and occupancy of the Leased Premises have been issued.

6.6 FCC License. As limited by Section 6.2(a) above, the FCC License to be assigned to Buyer hereunder is, and will be at the Closing, a valid and existing authorization in every material respect for the purpose of operating the Station. All proofs of performance and

measurements that are required to be made by Seller with respect to the Station's transmission facilities have been completed and maintained at the primary Station.

6.7 **Contracts.** True and complete copies of the lease Agreement and all other contracts and agreements listed on **Exhibit 1.3** have been furnished to Buyer. All provisions of such contracts and agreements and of any other contracts and agreements which may be effectuated between the date hereof and the Closing Date relating to the operation of the Station have been complied with and will have been complied with as of the Closing, and no material default in respect to any duties or obligations required to be performed thereunder are or will have occurred. To the best of Seller's knowledge there are not and will not be as of the Closing any agreements, contracts, understandings or commitments which do or will restrict or inhibit the right of Seller to enter into this Agreement, to make the representations and warranties provided herein, or to consummate any of the transactions contemplated hereby.

6.8 **Insolvency Proceedings.** No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its assets or properties are pending or, to the knowledge of Seller, threatened, and to the best of its knowledge the Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings..

6.9 **Litigation.** To the best of Seller's knowledge, no judgment is presently pending against Seller and, except for proceedings of general applicability or specific applicability to this market, there is no litigation, proceeding or investigation by or before the FCC or by or before any other person, firm or governmental agency pending, or, to the best knowledge of Seller, threatened with respect to the Station which might result in any material adverse change in the operation of the Station or would have a material adverse effect on the right, title or interest of Seller in the property and assets to be transferred hereunder or would have a material adverse effect on the ownership, use or possession of the Station or any of such property or assets by Buyer or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement; and Seller does not know of any basis for any such litigation, proceeding or investigation.

6.10 **Insurance.** There is presently in force fire, casualty and liability insurance as specified in **Exhibit 6.1** and as required by the lease Agreement in **Exhibit 1.3** with respect to the property and assets to be transferred and conveyed hereunder, and Seller will maintain or cause to be maintained such presently existing insurance in force until the Closing.

6.11 **Disposal of Assets.** Between the date hereof and the Closing Date, Seller will not sell or agree to sell or otherwise dispose of the Assets to be conveyed pursuant to this Agreement other than in the ordinary course of business and only as such assets are replaced, prior to the Closing Date, by other assets of equal or greater worth and utility.

6.12 **No Breach.** To the best of Seller's knowledge, the execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which

Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound.

6.13 **Administrative Violations.** If Seller receives an administrative or other notice or order relating to any violation of the rules and regulations of the FCC, or of any other federal, state or local regulatory or administrative body, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations and will be responsible for the cost of removing same, including the payment of any fines or back pay that may be assessed for any such violation, and Seller will indemnify and hold Buyer harmless with respect to any and all such violations occurring prior to the Closing Date. As of the date hereof, Seller is not aware of any such violations, any pending investigations concerning such violations, or of any facts which could reasonably result in such violations.

6.14 **Operations Pending Closing.** Between the date hereof and the Closing Date, Seller agrees, as soon as is practicable, to begin retransmitting the signal of Buyer's full-power FM station WCOT, Jamestown, New York. To that end, Seller agrees to notify the FCC via letter that the station is no longer silent, that it is now retransmitting the signal of WCOT, and the date these actions took place. Seller will allow Buyer to use Seller's transmitting and receiving equipment, including those pieces of equipment that are not being sold to Buyer, to transmit station WCOT until such time as FCC authorization has been given to change the transmitting equipment in use at the Station. If said authorization has not been granted at the time of Closing, Buyer shall be permitted to use Seller's equipment until the authorization is granted and Buyer is able to replace the equipment.

(a) If, for whatever reason, Seller is unable or unwilling to begin operating the Station prior to the Closing Date pursuant to this Section, and the Closing has not occurred prior to or on September 30, 2004, the Seller agrees to seek an extension of the STA allowing the Station to remain silent.

(b) Seller, or any party working behalf of Seller, will not enter into any other contract, lease or agreement which has a term extending beyond the Closing Date without the prior written consent of Buyer.

(c) Buyer agrees to reimburse Seller for Seller's monthly rental payments for Seller's portion of the Tower as set forth in the Lease, from the date Seller begins retransmitting Buyer's station WCOT until Closing as set forth in Section 15.1.

6.15 **Adverse Developments.** Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to the operations of the Station.

6.16 **Access.** Between the date hereof and the Closing Date, Seller will give Buyer or representatives of Buyer key(s) or other forms of access to the tower located at 3514 State Street, Erie, Pennsylvania for the purpose of inspecting the assets, titles, contracts, books, and records of Seller relating to the operation of the Station and furnish Buyer with all documents and copies of documents and information concerning the affairs of the Station as Buyer may reasonably request; provided, however, that no investigation made by or on behalf of

Buyer shall affect Seller's representations, warranties and covenants hereunder. Buyer and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained, except for public record information, and if the transactions provided for in this Agreement are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all documents without retaining any copies, and further they shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase.

6.17 **Environmental Matters.** Buyer, at its sole expense, may conduct an investigation of the environmental characteristics of the Station, to be completed at least 30 days prior to the Closing. Buyer shall, in cooperation with Seller, select an expert ("Expert") in environmental matters to conduct the investigation. Buyer shall deliver to Seller within 15 days prior to the Closing a copy of any report prepared by the Expert revealing that there is a violation of any applicable environmental laws. Seller shall have the alternative of correcting the environmental irregularities set forth in the report, or, upon notice to Buyer, terminating this agreement without liability to Buyer or Seller. Failure of Buyer to meet the deadlines set forth in this Section 6.17 shall result in Buyer's waiver of the requirements set forth herein and Buyer shall accept the Station "as is where is" with respect to environmental matters.

6.18 **No Misleading Statements.** To the best of Seller's knowledge, no representation or warranty by Seller in this Agreement and no information furnished or to be furnished by Seller to Buyer regarding Seller or the Station contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained herein not misleading.

6.19 **Buyer Reliance.** The foregoing representations and warranties are made by Seller with the knowledge and expectation that Buyer is placing complete reliance thereon in entering into this Agreement.

7. **Buyer's Representations and Warranties.** Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

7.1 **Corporate Existence.** Buyer is now and will be at the time of the Closing, a non-profit corporation duly organized, existing and in good standing under the laws of the State of New York.

7.2 **Corporate Authorization.** The execution, delivery and consummation of this Agreement has been duly authorized by the Board of Directors of Buyer and no further authorization, approval or consent is required.

7.3 **No Breach.** The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Buyer.

7.4 **Buyer Qualified.** After due inquiry, Buyer is legally, financially and otherwise qualified to acquire and operate the Assets consistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"). To the best of Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station. Buyer is qualified to become licensee of Station as a noncommercial educational licensee as that term is defined in Section 73.503 of the FCC's rules. The rebroadcast of WCOT by Station will comply with all applicable FCC rules.

7.5 **No Conflict.** Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it.

7.6 **Litigation.** There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against Buyer and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the transactions contemplated by this Agreement.

7.7 **Seller Reliance.** The foregoing representations and warranties are made by Buyer with the knowledge and expectation that Seller is placing complete reliance thereon in entering into this Agreement.

8. **Indemnification.**

8.1 **Buyer's Right to Indemnification.** Seller undertakes and agrees to hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on any of the assets transferred hereunder not specifically excepted herein, and (iii) all liabilities of Seller accruing prior to Closing under the lease assigned to Buyer hereunder. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$5,000.

8.2 **Seller's Right to Indemnification.** Buyer undertakes and agrees to hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties and representations contained in this Agreement, and for and against (i) all liabilities of Buyer, (ii) any and all liabilities or obligations accruing after the Closing Date under the contracts, leases,

and agreements assumed by Buyer hereunder and (iii) any actions by Buyer after Closing. The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$5,000.

8.3 **Procedure.** If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly (in no event more than ten (10) business days after it learns of the existence of such claim or proceeding) and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding within ten (10) business days after receipt of the notice of claim from the party seeking indemnification (or such shorter time specified in the notice as the circumstances of the matter may dictate), the party seeking indemnification shall be free to dispose of the matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest.

9. **Survival of Representations and Warranties.** The several representations and warranties of the parties contained herein shall survive the Closing for a period of thirty-six (36) months; provided, however, that all warranties as to corporate authority and as to title to all Personal Property shall survive for such maximum period as permitted by law.

10. **Actions Pending Closing.** Pending the Closing of this Agreement, Seller will:

10.1 **Access:** Give Buyer and its representatives full access to and the right to inspect the transmitting tower and equipment.

10.2 **Compliance with Laws.** Comply in all material respects with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC.

10.3 **Continuing Maintenance.** Keep and maintain in normal operating repair and efficiency all property to be sold hereunder and including all of the items of property set forth in **Exhibit 1.2** hereto; provided, that, to the extent required in the normal operation of the Station, such items of property may be replaced with similar property of similar value.

10.4 **FCC Application** Seller herewith grants its consent, pursuant to Section 73.3517 of the FCC's rules for Buyer to file a contingent Form 349 application after the date of this Agreement but as soon as is practicable prior to the Closing Date to seek the modification of the following:

(1) specify new transmitting and receiving equipment as determined by Buyer;

(2) correct the longitude second coordinate on the Station license to reflect the coordinates listed on the tower registration;

(3) any and all other minor changes that are deemed necessary by Buyer.

10.5 **FCC Notifications.** Seller shall file as soon as practicable a notification with the FCC that the Station has resumed operations and has changed the primary station that it is transmitting to WCOT. The notification shall include the date the station resumed operations and changed its primary station designation as well as the call sign, facility identification, community of license, channel and frequency of the new primary station. This shall constitute the written consent of the licensee of WCOT for W254AJ to rebroadcast the signal of WCOT pursuant to Section 74.1284 of the FCC's rules. Seller's consent to carry WCOT and Buyer's consent for the rebroadcast of WCOT shall expire upon termination of this agreement.

10.6 **Authorizations:** Seller agrees to obtain, by the Closing, written authorization from its tower Lessor, SJL of Pennsylvania, Inc., to assign the tower lease referenced in Section 1.3 to the Buyer. Seller will also obtain written authorization from the Lessor allowing Buyer to install new transmitting and receive equipment at the tower location should Buyer seek to do so prior to the Closing Date.

11. **Conditions Precedent to Buyer's Obligations to Close.** The obligation of Buyer to consummate this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

11.1 **Representations and Warranties True and Correct.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date and all of the agreements of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by the President of Seller.

11.2 **No Litigation Threatened.** No litigation, investigation or proceeding of any kind shall have been instituted or threatened which would have a material adverse effect on the assets or operations of the Station.

11.3 **FCC Consent.** At the time of the Closing the License shall have been assigned and transferred to Buyer and shall contain no adverse modifications of the terms of the License as it presently exists.

11.4 **Compliance with Conditions.** All of the terms, covenants and conditions to be complied with, or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all respects.

11.5 **Delivery of Assets.** At Closing, Seller shall deliver or cause to be delivered to Buyer all of the assets to be transferred hereunder.

11.6 **Closing Documents.** At Closing, Seller shall deliver to Buyer all the closing documents specified in Section 16, which documents shall be duly executed.

11.7 **Legal Matters.** All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Buyer.

12. **Conditions Precedent to Seller's Obligations to Close.** The obligations of Seller under this Agreement are subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of the following conditions:

12.1 **Documents.** Buyer shall have executed all of the documents required by Sections 3 and 16 hereof, and shall have delivered to Seller the Purchase Price.

12.2 **Representations and Warranties True and Correct.** Each of the covenants, representations and warranties of Buyer contained herein shall, to the extent applicable, be true at and as of the Closing Date, as though each such covenant, representation or warranty had been made at and as of such time.

12.3 **Consents.** Seller shall have duly received, without any conditions materially adverse to it, all consents and approvals under any agreement to which Seller is a party, and under any statute, necessary for (i) consummation of the sale of the Assets to Buyer and (ii) Buyer to acquire control of the Station.

12.4 **Final Order.** The Final Order of the Commission shall be in effect unless finality is waived, in writing, by the parties.

12.5 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

12.6 **Legal Matters.** All legal matters relating to the Closing shall be reasonably satisfactory to counsel to the Seller.

13. **FCC Approval and Application**

13.1 **Condition of FCC Consent.** Consummation of the transactions contemplated by this Agreement is subject to and conditioned upon receipt from the FCC of its consent in writing to the assignment to Buyer of the FCC License, which consent shall have become final on or before the Closing, unless waived by Buyer. Such consent shall be deemed to have become final ("Final Order") when it is no longer subject to timely review by the FCC or by any court or, in the event of reconsideration upon its own motion or otherwise by the FCC or in the event of an appeal by any person or any court, when the decision of such body is no longer subject to appeal or review. The requirement that the consent of the FCC shall have become final may be waived by mutual consent of the parties to this Agreement.

13.2 **Application for Consent.** The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed an application requesting FCC consent to the assignment of the License as contemplated by this Agreement (the "Assignment Application"). The parties agree that the Assignment Application shall be duly filed with the FCC not later than ten business (10) days after the date of this Agreement, and that such application shall be prosecuted in good faith and with due diligence. The failure of either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement. Seller agrees to pay the cost of any engineering studies required by the FCC, required by virtue of Seller's ownership of the Station prior to the Closing Date.

13.3 **Absence of Commission Consent.** If a Final Order granting the Assignment Application is not secured within six (6) months after the Assignment Application is filed, then this Agreement may be terminated at the option of either party upon written notice to the other; provided, however, that neither party may terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to by any failure of such party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the Assignment Application.

13.4 **Designation for Hearing.** The time for FCC consent provided in Section 15.3 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the FCC; provided, however, that the party giving such notice is not in default under the terms of this Agreement. Upon termination pursuant to this Paragraph, the parties shall be released and discharged of all obligations hereunder and the Escrow Deposit, together with accrued interest, shall be returned to the Buyer.

13.5 **Control of Station Pending Closing.** This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. The provision in Section 6.14 requiring the Seller begin retransmitting the Buyer's primary FM station on the Station prior to the Closing Date does not affect or otherwise invalidate this provision as the Buyer is not controlling the operation of the station, but rather providing the programming for the station.

14 **Closing Documents.** On the Closing Date at the Closing Place:

14.1 **Seller shall deliver to Buyer:**

(a) An Assignment transferring all of the interests of Seller in and to the Station Licenses and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or useful in the operation of the Station;

(b) A bill of sale conveying to Buyer all of the Personal Property in a form usual and customary in the State of New York and reasonably satisfactory to Buyer's counsel;

(c) One or more assignments, together with all required consents, assigning to Buyer the Lease set forth in **Exhibit 1.3**.

(d) A certificate, dated as of the Closing date, executed by the President of Seller, confirming the truth and correctness of all of Seller's representations and warranties as of the Closing date, and confirming that all agreements, covenants and undertakings of Seller to be performed or fulfilled have been performed or fulfilled;

(e) A Certificate, dated as of the Closing date, of the President and Secretary of Seller certifying that all necessary corporate or other action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein; and a Certificate of Incumbency of Seller's officers and directors;

(f) The books, records and files referred to in Section 1.6 hereof; and

14.2 Buyer shall deliver to Seller:

(a) The Purchase Price, in the form provided for in Section 3 hereof.

(c) A certificate, dated as of the Closing date, executed by the President of Buyer confirming the truth and correctness of all of Buyer's representations and warranties as of the Closing Date, and confirming that all agreements, covenants and undertakings of Buyer to be performed or fulfilled have been performed or fulfilled.

(d) A certificate, dated as of the Closing date, of the President and Secretary of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein; and a Certificate of Incumbency of Buyer's officers and directors;

15. Prorations

15.1 Apportionment of Income and Expense. Seller shall be responsible for all expenses arising out of, the operations of the Station through the close of business on the Closing Date, except the monthly tower rental fee as set forth in (d) below. Buyer shall be responsible for all expense arising out of, the operations of the Station after the close of business on the Closing Date. All overlapping items of expense, including the following, shall be prorated between the Seller and Buyer as of the close of business on the Closing Date (the "Prorations"):

(a) Prepaid expenses and deposits arising from payments made for goods or services prior to the close of business on the Closing Date where all or part of the goods

or services have not been received or used at the close of business on the Closing Date (for example, rents or utilities paid in advance for a rental period extending beyond the Closing Date);

(b) Liabilities, customarily accrued, arising from expenses incurred, but unpaid, as of the close of business on the Closing Date, utility services, rent, and business and professional services; and

(c) Utility charges related to the Station or in respect of any of the Assets

(d) Tower Rental Payments: Buyer agrees to assume the payment of Seller's monthly Tower rental fee of \$365.77 as of the date that Seller begins retransmitting Buyer's station WCOT. To the extent that Seller begins retransmitting WCOT after it has delivered that particular month's payment to the Tower lessor, Buyer shall prorate its payment to Seller to include only those days in that month that Seller was retransmitting Buyer's signal. For all full month(s) that Seller is retransmitting Buyer's station until Closing, Buyer shall reimburse Seller, who shall deliver to the Tower Lessor, SJL of Pennsylvania, Inc., the payment of \$365.77 for the rental fee on or prior to the first day of each month in keeping with Sections 2(b) and 3 of the Lease.

15.2 Determination and Payment. Prorations shall be made and paid, insofar as feasible, on the Closing Date and shall be paid by separate check and not by way of adjustment to monthly payments. As to Prorations that cannot be made on the Closing Date, within sixty (60) days after the Closing Date, Buyer shall determine all such Prorations and shall deliver a statement of its determinations to Seller, which statement shall set forth in reasonable detail the basis for such determinations, and within thirty (30) days thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due. If Seller does not concur with Buyer's determinations, the parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties. If the parties are unable to resolve the matter, it shall be referred to a firm of independent certified public accountants, mutually acceptable to Seller and Buyer, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

16. Default and Remedies.

16.1 Material Breaches. A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 Opportunity to Cure. If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) the Closing Date, or (ii) within ten (10) business days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default

undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 **Seller's Remedies.** Should this transaction not be consummated as a result of Buyer's default, Seller shall accept the Escrow Deposit as liquidated damages as its exclusive remedy.

16.4 **Buyer's Remedies.** Seller agrees that the purchased Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, notwithstanding the provisions of Section 16.2, Buyer shall have the right specifically to enforce Seller's performance under this Agreement as its exclusive remedy, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

17. **Damage.** The risk of loss or damage to the fixed and tangible assets to be sold to Buyer hereunder shall be upon Seller at all times prior to Closing. In the event of such loss or damage, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the Closing Date. If damage has occurred and such relief or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Closing in which event Seller shall pay to Buyer the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration. If the parties are unable to agree upon the costs of such repairs, the matter shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision as to the costs shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer; or

(b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement. If the parties disagree as to whether the property has been adequately repaired, replaced or restored, the matter shall be referred to a mutually-acceptable qualified consulting communications engineer, who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

19. **Brokerage.** Buyer represents that it has engaged no broker in connection with this transaction, and agrees to indemnify and hold Seller harmless against any claim from any

broker based upon any agreement, arrangement, or understanding alleged to have been made by Buyer. Seller shall be solely responsible for the payment of any brokerage commission due any broker engaged by Seller and agrees to indemnify and hold Buyer harmless against any claim from any broker based upon any agreement, arrangement or understanding made or alleged to have been made by Seller.

20. **Notices.** All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail, return receipt requested, or by Federal Express courier service, postage prepaid, addressed as follows:

(a) If to Buyer:

Rick Snavelly
Family Life Ministries, Inc.
P.O. Box 506
Bath, NY 14810

with copy to:

Joseph C. Chautin, III, Esq.
Hardy, Carey & Chautin, LLP
110 Veterans Blvd. Suite 300
Metairie, LA 70115

(b) If to Seller:

Bible Broadcasting Network, Inc.
8030 Arrowridge Blvd.
Charlotte, NC 28273-5609

with a copy to:

Gary S. Smithwick, Esq.
Smithwick & Belendiuk, PC
5028 Wisconsin Ave., NW, Suite 301
Washington, DC 20016

21. **Entire Agreement.** This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

22. **Counterparts.** This Agreement may be signed in any number of counterparts and by facsimile transmission of signatures with the same effect as if the signature on each such counterpart were an original on the same instrument.

23. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

24. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

25. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

26. **Choice of Laws.** This Agreement is to be construed and governed by the laws of the State of New York, except for the choice of law rules utilized in that state.

27. **Bulk Sales.** Seller will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

28. **Benefit; Assignment.** This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Buyer may assign its rights and obligations hereunder with Seller's written consent, which shall not be unreasonably withheld. Seller shall not assign its rights or obligations to this Agreement except that Seller may do so by way of liquidating distribution (and any other assignment by Seller shall be null and void and of no force and effect).

29. **Fees and Expenses.** Except as specifically set forth herein, Buyer and Seller shall each pay its own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

30. **Public Announcements.** No party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with Buyer and Seller concerning the requirement for, and timing and content of, such public announcement and having received their prior consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement. Notwithstanding the foregoing, Seller shall publish local public notice of the filing of the application for assignment of Licenses in the Erie newspaper.

[Signatures Appear on the Next Page]

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

WITNESSES:

SELLER:

BIBLE BROADCASTING NETWORK, INC.

BY: _____
Lowell L. Davey, President

BUYER:

FAMILY LIFE MINISTRIES, INC.

Sandy Parker

BY: Rick Snively
Rick Snively, President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

WITNESSES:

Mandy Raley
Rick D. Johnson

SELLER:

BIBLE BROADCASTING NETWORK, INC.

BY: Quarant
Int. Mast. Secretary/Treasurer

BUYER:

FAMILY LIFE MINISTRIES, INC.

BY: Rick Snively, President

Exhibit 1.1

LICENSE

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

BIBLE BROADCASTING NETWORK, INC.
11530 CARMEL COMMONS BLVD
CHARLOTTE NC 28226

Brian J. Butler
Supervisory Engineer
Audio Division
Media Bureau

Facility Id: 78069

Call Sign: W254AJ

License File Number: BLFT-19991228ABO

Grant Date: March 23, 2000

This license expires 3:00 a.m.
local time, August 01, 2006.

This License Covers Permit No.: BPFT-19971003TC

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.

Callsign: W254AJ

License No.: BLFT-19991228ABO

Name of Licensee: BIBLE BROADCASTING NETWORK, INC.

Principal community to be served: PA-ERIE

Primary Station: WGOJ (FM) , Channel 288, CONNEAUT, OH

Via: Direct - off-air

Frequency (MHz): 98.7

Channel: 254

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 42 deg 06 min 15 sec

West Longitude: 80 deg 04 min 10 sec

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

Transmitter output power: 0.115 kW

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

Description: ODD ODD971003TC

Major lobe directions 100 150 200
(degrees true):

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.2	0.2
Height of radiation center above ground (Meters):	62	62
Height of radiation center above mean sea level (Meters):	304	304

Antenna structure registration number: 1037807

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

Exhibit 1.2

PERSONAL PROPERTY

Item	Description	Quantity
Receive Antenna	Scala HDCA5HRM	1
Transmission Line (transmit)	Andrew LDF4-50A	1 ¹
Transmission Line (receive)	Times Microwave LMR-400	1

¹ One transmit Cable to power divider and "Jumper Cables" from power divider to antenna.

Exhibit 1.3

TOWER LEASE



WICU TV/WFXP TV • 3514 State Street • Erie, Pennsylvania 16508 • Phone (814) 454-5201

TOWER LEASE AGREEMENT

Agreement made this 1st day of June, 1997 by and between SJL of Pennsylvania, Inc. (formerly Great Lakes Communications, Inc.) having an office at: 3514 State Street, Erie, Pennsylvania 16508 (hereinafter referred to as "Lessor") and Bible Broadcasting Network, Inc. having offices at 8030 Arrowridge Blvd., Charlotte, NC. 28273-5604 (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS Lessor is the owner of a tower located at, 3514 State Street, Erie, Erie County, Pennsylvania, N. LAT. 42-06-15 W. Lon: 80-04-10 (the "Tower") and

WHEREAS Lessee is the licensee under Federal Communications Commission license of Call Sign: W254AJ Permit File No.: BPFT-950926TG

WHEREAS Lessee desires to lease a portion of the Tower and the premises at which the Tower is located (the "Premises") from Lessor for the placement of certain antennae and related equipment.

NOW, THEREFORE in consideration of the mutual premises and covenants contained below, it is mutually agreed as follows:

1. Lessor hereby leases to Lessee sufficient space on the Tower and in the tenant radio area in Lessor's main transmitter shelter at the Premises and grants permission to Lessee for the installation of certain communication equipment on the Tower and at the Premises as more particularly set forth in the document entitled "Equipment List" attached as Exhibit A-1 and incorporated herein (all such equipment being hereinafter collectively referred to as the "Equipment"). Installation and placement of all Equipment by Lessee shall be in accordance with (i) the dimensions and specifications set forth in the document entitled "Equipment Design" attached hereto as Exhibit B-1 and incorporated herein (the "Equipment Design") and (ii) the policies set forth in the document entitled "Engineering Policies" attached hereto as Exhibit B-2 and

incorporated herein. All changes or additions in Equipment or the Equipment Design are subject to the prior written approval of Lessor in its sole discretion.

2. In consideration of the rights and privileges granted herein, Lessee shall pay to Lessor as follows:

(a) As rental, an annual fee of Three Thousand Nine Hundred Ninety Dollars and Twenty four-cents (\$3,990.24) payable in equal monthly installments beginning on the date of installation.

(b) Except as otherwise expressly provided herein, all amounts payable hereunder are due on the first day of each and every month in advance during the term of this agreement.

(c) In the event any rental fee or other amount due hereunder is not paid in accordance with the terms hereof, Lessee shall pay, as additional rent, interest on such past due amounts at the lesser of (i) the rate of one and one-half percent (1.5 %) per month or (ii) the maximum interest rate permitted by applicable law.

3. The term of this Agreement shall be for a period of 5 years commencing on June 1, 1997. The Lessee shall have the right to renew for one (1) additional term of five (5) Years, assuming the Lessee is not in default at the time of renewal. ~~The rental~~ fee for the additional five (5) year term shall be increased by ten (10) percent.

4. Lessee shall be responsible at its sole cost and expense for the installation, operation, maintenance and removal of all Equipment and facilities that it installs. Lessee shall be solely responsible for obtaining all necessary government approvals, including licenses and permits from all local, state, and federal authorities having jurisdiction over the subject matter of Lessee's activities. Lessee shall be responsible for obtaining and maintaining its own telephone lines and related equipment. Lessee may connect the Equipment to Lessor's electrical facilities. All costs relating to its electrical usage are included in the rent.

5. Lessor agrees to provide Lessee with reasonable access to the Tower and the Premises. Lessee shall notify Lessor in advance when Lessee employees are to be present at the Tower or Premises. In the event of a break-down of the Equipment, Lessee

shall be granted access at any time, day or night, weekday, weekends or holidays. Lessee's employees shall exercise extreme care to protect Lessor's equipment at the Tower and the Premises. In the event Lessee's employees damage or in any way disturb Lessor's equipment, Lessee agrees to reimburse Lessor for its costs in restoring service and repairing said equipment and Lessee further understands that Lessor may withdraw Lessee's right to access the Tower and the Premises. Lessee agrees to provide Lessor with a key or keys for access to the Equipment in the event of an emergency and take all reasonably necessary steps. Lessee agrees that Lessor shall not be liable for any damage to the Equipment or loss of service attributable to, and to hold Lessor harmless from and against any loss or liability resulting from, Lessor's access to the Equipment or any action taken in case of an emergency. In no way shall the aforementioned waiver be deemed to relieve Lessor from liability due to negligent acts caused by Lessor or its agents.

6. Lessor's use the Tower and Premises shall, at all times, be the paramount and principal use of said Tower and Premises. Lessee agrees not to interfere with (i) the use of said Tower and Premises by Lessor or any other person authorized to use the Tower or said Tower and Premises by Lessor or any other person authorized to use the Tower or Premises by Lessor, (ii) Lessor's operating frequencies, (iii) the operating frequencies of others authorized by Lessor to utilize the Tower or Premises, or (iv) any other current or future uses of said Tower and Premises by Lessor or others. In the event Lessor believes that Lessee's use is creating interference, Lessor shall notify Lessee and Lessee shall promptly investigate and correct any such interference and report its findings to Lessor. Notwithstanding anything in this Agreement, if Lessee fails to respond promptly after receipt of notice, Lessor shall have the right, without prior notice to take any and all reasonable steps (at Lessee's expense) to eliminate such interference. Lessee agrees that Lessor shall not be liable for any damages to the Equipment or loss of service attributable to, and agrees to indemnify and hold Lessor Harmless from and against any loss or liability resulting from Lessor's actions under this Section 6. In the event that such interference cannot be eliminated, Lessor shall have the right to terminate this Agreement immediately without notice.

*However, in addition to and without limiting the foregoing, Lessee hereby waives on behalf of any insurance carrier insuring Lessee's Equipment all right of recovery by way of subrogation for any loss covered by such Insurance.

7. The rights and privileges granted to Lessee herein shall, under no circumstances, be exclusive. Lessor shall have the right, at all times, to inspect the portion of the Tower and Premises being used by Lessee and inspect all equipment placed thereon by Lessee. In the event that Lessor finds any defects or required repairs arising from Lessee's use of the Tower or Premises, Lessor shall notify Lessee of such defects, and Lessee shall cause such defects to be cured and repaired within a reasonable time after being notified by Lessor.

8. Upon termination or expiration of this Agreement, Lessee, at its sole cost and expense, shall promptly remove its Equipment and restore the Tower and Premises to its pre-existing condition, reasonable wear and tear excepted.

9. Lessee shall indemnify and hold Lessor harmless against and from any and all claims, debts, demands, suits, obligations, expenses and costs of every kind, character and description which may be asserted, claimed, filed or brought against Lessor arising out of Lessee's operations and use of the Tower and Premises, or any part thereof, under this Agreement or arising out of the breach of any representation, warranty or covenant set forth herein. In the event that Lessor is involved in any action or proceedings seeking to impose any liability whatsoever on Lessor as a result of the actions of Lessee, its agents, servants, or employees, or Lessee's use of the Tower or Premises or any part thereof. Lessee shall pay all court costs and reasonable attorney's fees, plus any other sums that Lessor may be called upon to pay by reason of any settlement or entry of any judgment in such action or proceeding.

10. Throughout the term of this Agreement, and any renewal thereof, Lessee, at its own cost and expense, shall provide and keep in force with an insurance company in good standing, acceptable to Lessor, comprehensive general liability insurance, including coverage for contractual liability insuring Lessor as an additional named insured party, in an amount not less than \$ 3,000,000.00 for injury to any one person, in an amount not less than \$5,000,000.00 for any one incident, and in an amount of not less than \$1,000,000.00 for destruction of or damage to the Tower and Premises. Said insurance shall cover the entire Tower and Premises. Without limiting the foregoing Lessee shall maintain adequate insurance covering all of Lessee's employees, agents, contractors and subcontractors.

A certificate of Insurance evidencing the existence of the policy or policies of insurance required in this section shall be delivered to Lessor upon prior to the commencement of any installation by Lessee.

11. In the event of a condemnation of the Tower or Premises, if such condemnation prevents the continued use of the Tower or Premises, then this Agreement shall immediately terminate, and there shall be no further obligation on the part of either party to the other hereunder. In any case of condemnation, Lessee shall have no claim upon any condemnation award.

12. Lessee agrees that it shall, under no circumstances, assign this Agreement without Lessor's prior written consent which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee may, on notice to Lessor, assign this Agreement to any of its parents, partners, subsidiaries or affiliates, to a successor by consolidation or merger, or to a purchaser of all or substantially all of its assets provided there are no changes to this contract Equipment list and successor has a valid FCC license for the tower located at 3514 State Street, Erie, PA 16508.

13. Notices and correspondence relating to this Agreement shall be sent by the respective parties to the other at the following addresses (and shall be deemed effective upon personal delivery or three business days after deposits in the U.S. mail, properly addressed, certified or return receipt requested, with proper postage attached):

If to Lessee:

with copies which shall not
constitute notice to:

If to Lessor:

SJL of Pennsylvania, Inc.
3203 Third Avenue North
Billings, Montana 59103
Attention: R. David McCurdy
Fax Number: 406/252-9144

With a copy to:

SJL of Pennsylvania, Inc.
D/B/A WICU TV
3514 State Street
Erie, Pennsylvania 16508-0860
Attention: Patrick Tercho
Fax Number: 814/453-5718

14. Without limiting the rights and remedies of Lessor, Lessor shall have the right to terminate this Agreement upon:

- (a) any default in payment of any amount hereunder by Lessee, or
- (b) any breach of any representation, warranty or covenant of Lessee contained herein, which breach continues for fifteen (15) days without being cured.

In the event of default by Lessee and termination of this Agreement by Lessor, all monthly rental fees and any additional amounts required under this Agreement that are payable by Lessee to Lessor during the then current term of this Agreement shall immediately become due and owing to Lessor, and, if not immediately paid, shall accrue interest as set forth in Section 2 (c). In the event of such default and termination Lessee's indemnification obligations to Lessor shall not cease.

15. This document, as executed by the Authorized parties below, represents the entire Agreement between the parties hereto, and may not be amended except by an Agreement in writing, signed by both parties.

16. Lessee represents and acknowledges that it is an Equal Opportunity Employer.

17. In the event of a conflict or dispute arising under the terms and conditions of this Agreement, the internal laws of the State of Pennsylvania shall be applicable and controlling.

18. Lessee agrees that it will not use the Tower or the Premises for any purpose other than set forth above, and will not use the Tower or the Premises or permit the use of the Tower or the Premises for any purpose in violation of any law, statute, ordinance or regulation, federal, state or local. Lessee further covenants and agrees that it will not suffer or permit anything to be done in or about the Tower or the Premises that will affect, impair or contravene any policies of insurance that are in effect as to the Tower or the Premises. Lessee agrees and acknowledges that its signatory below is authorized and empowered to enter into this Agreement on its behalf and bind Lessee hereto.

19. Failure or delay on the part of Lessor or Lessee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

20. The parties hereto acknowledge that nothing herein shall constitute a joint venture between them.

21. In addition to the provisions of Section 5 and 6 hereof, and the last sentence of this Section 21, Lessor, and its agents, servants and employees, shall not be liable under any circumstances for any damage to the property, Equipment, or facilities of Lessee, unless such damage shall be the direct result of grossly negligent conduct by Lessor or its agents, servants or employees. Lessor shall not be liable for consequential or incidental damages in any event. Lessor shall not under any circumstances be liable for failure to fulfill its obligations under this Agreement, or for any damage to the property, Equipment or facilities of Lessee, resulting directly or indirectly from fire, theft, lightning, hail, thunder storms, snowstorms, wind, tornadoes, earthquakes, wars or insurrections, strikes, riots, labor disputes, national disasters, interruptions or disturbances in electrical, telephone or other utility service, acts of force majeure, acts of God, and all causes beyond the reasonable control of Lessor.

22. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding on the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein.

23. At Lessor's option, this Agreement shall be subordinate to any mortgage which may from time to time encumber the Tower or the Premises.

24. This Agreement may be terminated by Lessee without further liability on sixty (60) days' prior written notice.

IN WITNESSETH WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

LESSEE

LESSOR

Company: Bible Broadcasting Network

Company: SJL of Pennsylvania, Inc.
(formerly Great Lakes
Communications, Inc.
WICU TV)

By: _____
Name: _____
Title: _____

By: Gary Sotir
Name: Gary Sotir
Title: President/General Manager

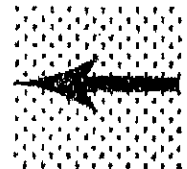


EXHIBIT A-1
EQUIPMENT LIST

1. A. Antenna

Make: Scala (3) Model: HDCA5-EB / CP
Size or Dia: 62 1/4" W 56 3/16" L
Ht. Above Ground: 200' 1 at 80° 1 at 150° 1 at 220°
Dia. of Main Pole: 1.050"
Windloading Pounds at 110 Miles/hr.: 100 Sq. Ft. 2.4
Antennae Brackets Make: Scala Model: Come with Antenna

B. Transmission Line:

Make: Andrew Type # LDF4-50A
Dia.: 1/2" Outer Material:
Rigid: Foam Dielectric Flexible:
** One transmit Cable to power divider and "Jumper Cables" from power divider to antenna's.

C. Transmitter:

Make: Crown Model: Fm100R
Rated Output 100 Watts
Output Power This use 46 Watts
Input Power (AC) Transmit 110 Watts
Input Power (AC) Receiver Watts

D. Frequency

Transmit 98.7 FM Receiver 105.5 FM
AM FM xx Other

If more than one Transmitter, Transmission Line and/or Antenna fill out Exhibit A-1.1, A-1.2, etc.

2. Insurance Certificates supplied to:

Copy of FCC CP or License supplied to:

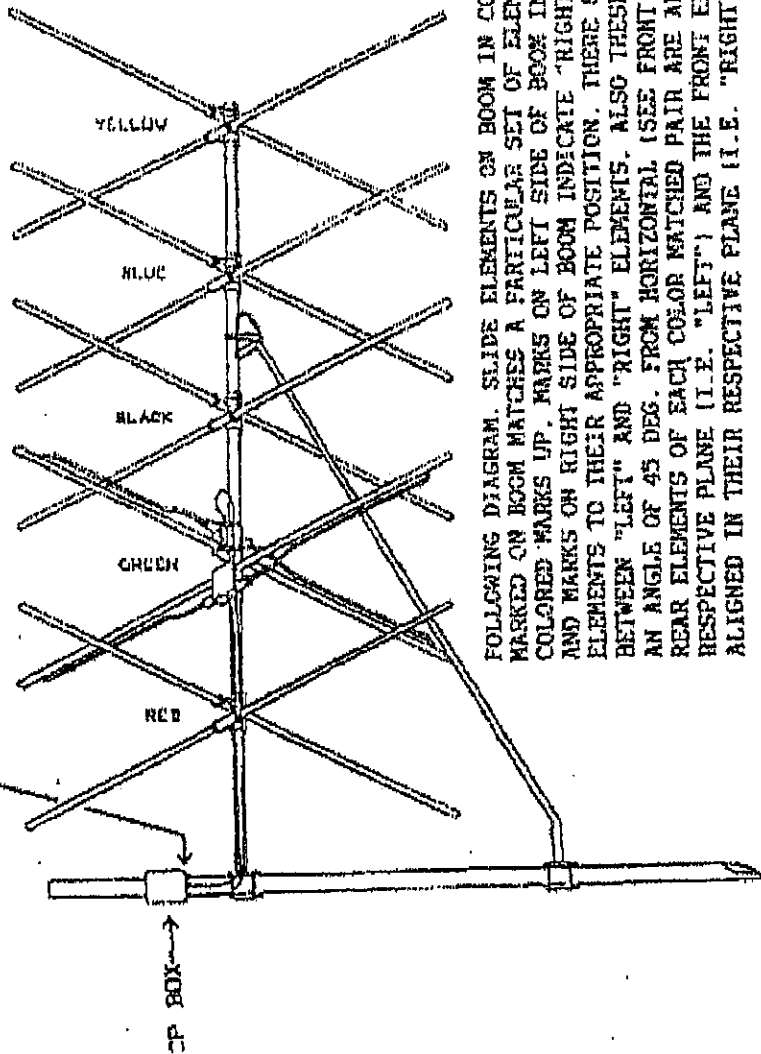
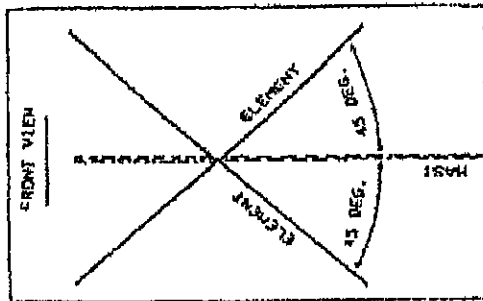
Installation Details (inc. Ant. Bracket) supplied to:

Frequency conflict study supplied to:

REV. 01 29/JUN/95 IP-125015

OUTPUT (TO TRANSMITTER / RECEIVER)

NOT TO SCALE



FOLLOWING DIAGRAM, SLIDE ELEMENTS ON BOOM IN COLOR SEQUENCE (EACH COLOR MARKED ON BOOM MATCHES A PARTICULAR SET OF ELEMENTS). POSITION BOOM WITH COLORED MARKS UP. MARKS ON LEFT SIDE OF BOOM INDICATE "LEFT" ELEMENTS, AND MARKS ON RIGHT SIDE OF BOOM INDICATE "RIGHT" ELEMENTS. ROTATE ELEMENTS TO THEIR APPROPRIATE POSITION. THERE SHOULD BE A 90 DEG. ANGLE BETWEEN "LEFT" AND "RIGHT" ELEMENTS. ALSO THESE ELEMENTS SHOULD BE AT AN ANGLE OF 45 DEG. FROM HORIZONTAL (SEE FRONT VIEW). BE SURE THAT THE REAR ELEMENTS OF EACH COLOR MATCHED PAIR ARE ALIGNED IN THEIR RESPECTIVE PLANE (I.E. "LEFT") AND THE FRONT ELEMENTS OF EACH PAIR ARE ALIGNED IN THEIR RESPECTIVE PLANE (I.E. "RIGHT").

CONNECT LEADS FROM PORT 1 & 2 OF CP BOX TO EACH DRIVEN ELEMENT AS SHOWN IN DIAGRAM. DRESS LEADS CLOSE TO BOOM WITH TAPE OR TY-WRAP. DO NOT ADJUST CABLE LENGTHS, ANY CHANGE WILL RESULT IN IMPROPER OPERATION.

TO CHANGE POLARIZATION SENSE (I.E. CW TO CCW). SWITCH LEADS TO PORT 1 & 2 OF CP BOX.

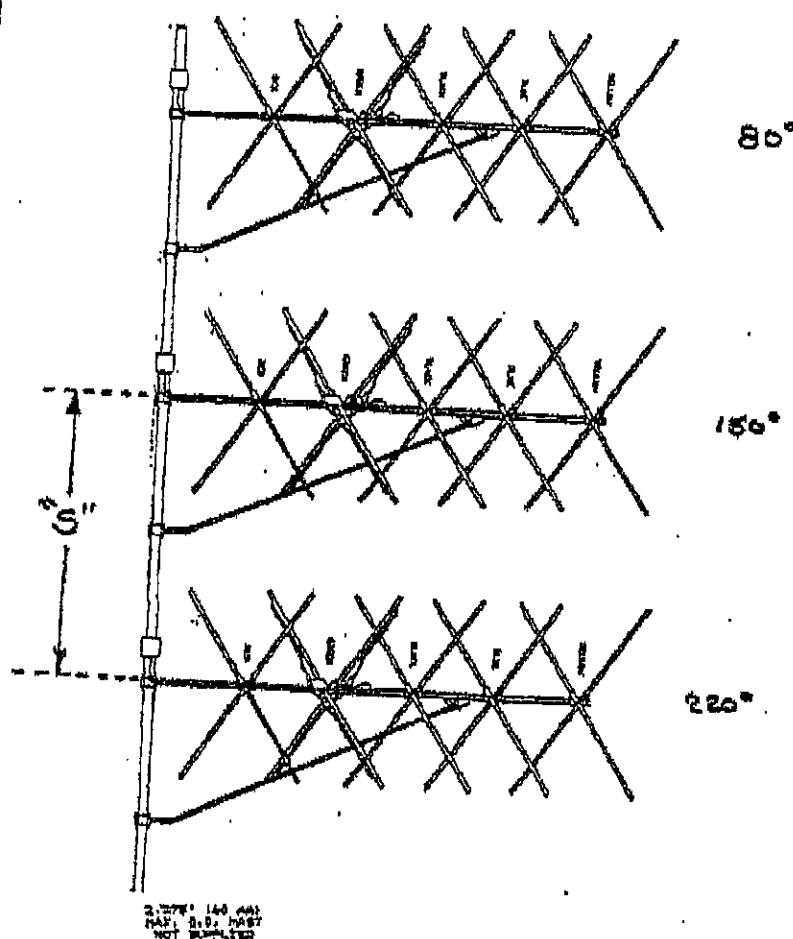
2.375" (60 mm)
MAX. O.D. MUST
NOT SUPPLIED

FM (88 - 108 MHz.)

SCALA

ELECTRONIC CORPORATION
MEDFORD, OREGON (USA)
503/779-3300
FAX (503) 779-3941

HDCA-5CP/RM/50N, HDCA-5CP/RM/50F
HDCA-5CP/RM/75N, HDCA-5CP/RM/75F
ASSEMBLY INSTRUCTIONS



$$\lambda = \frac{11805}{98.7 \text{ MHz}} = 119.68''$$

$$S = .87 \lambda = 104.1''$$

Antennas can be mounted to tower leg or standoff pipe

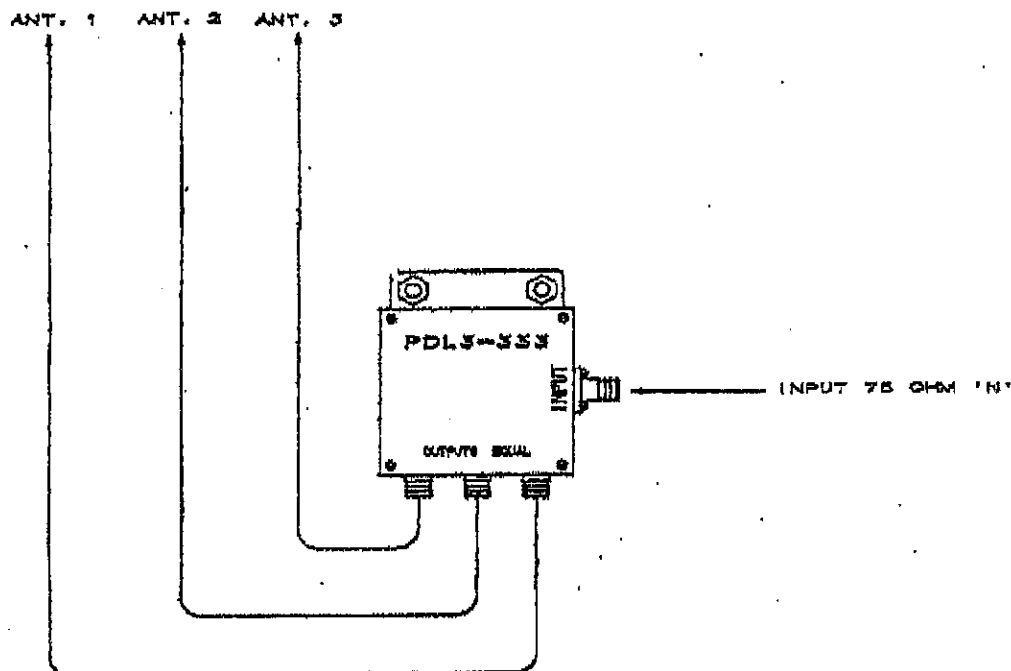
SCALA

ELECTRONIC CORPORATION

POST OFFICE BOX 4580
MEDFORD, OREGON 97501
(503) 779-6500
TELEX: 151681

3 HOCR-SCP/RM
ANTENNA ARRAY

NOT TO SCALE



NOTE:

MOUNTAIN VIEW FIRM TO MAST IN A LOCATION
 ANTENNA MOUNT.

FOR INSURE THAT ALL LEADS ARE SECURED
FROM THE MAST AND AWAY FROM ANTENNA
FINITE.

LEAD LENGTHS MUST REMAIN AS BUILT.
ANY CHANGES WILL RESULT IN IMPROPER
OPERATIONS.

PDL3-333 (75 OHM)
HARNESS DIAGRAM



EXHIBIT A-1
EQUIPMENT LIST

1. A. Antenna

Make: Scala (Receive) Model: HDCASHRM
Size or Dia: 62 1/4" W 55 3/16" L
Ht. Above Ground: 150'
Dia. of Main Pole: 1.050"
Windloading Pounds at 110 Miles/hr.: 100 Sq. Ft. 1.4
Antennae Brackets Make: Scala Model: Come with antenna

B. Transmission Line:

Make: LMR-400 Type # Times Microwave
Dia.: 3/8" Outer Material: _____
Rigid: _____ Flexible: XXX

C. Transmitter:

Make: _____ Model: _____
Rated Output _____ Watts
Output Power This Use _____ Watts
Input Power (AC) Transmit _____ Watts
Input Power (AC) Receiver _____ Watts

D. Frequency

Transmit _____ Receiver _____
AM _____ FM _____ Other _____

If more than one Transmitter, Transmission Line and/or Antenna
fill out Exhibit A-1.1, A-1.2, etc.

2. Insurance Certificates supplied to:

Copy of FCC CP or License supplied to:

Installation Details (inc. Ant. Bracket) supplied to:

Frequency conflict study supplied to:

SCALA ELECTRONIC CORPORATION

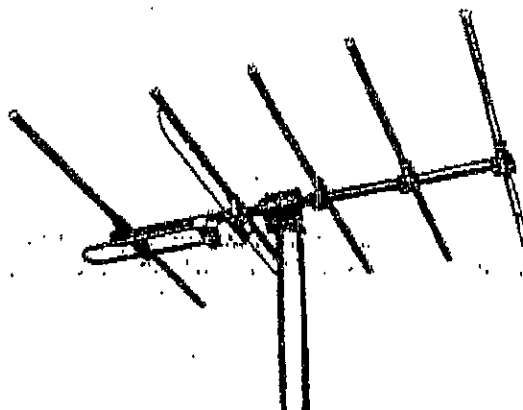
POST OFFICE BOX 4860
MEDFORD, OREGON 97501
(503) 779-6500

HDCA SERIES VHF-TV/FM YAGIS (SINGLE CHANNEL)

APPLICATIONS:

- VHF-TV RECEPTION
- FM RECEPTION
- CATV SYSTEMS
- TRANSLATOR SYSTEMS

HDCA-5 FIVE-ELEMENT YAGI
HDCA-10 TEN-ELEMENT YAGI



ELECTRICAL SPECIFICATIONS

Frequency Range:	Any specified VHF-TV Channel (2 through 13) or Any specified FM Channel (88 through 108 MHz)
Impedance:	75 ohms (50 ohms with optional transformer)
Maximum VSWR:	1.5:1 across specified channel
Polarization:	Horizontal
Front-to-Back Ratio:	14 db
Input Power Rating:	250 Watts
Termination:	N, F, or UHF type female

Nominal gain over dipole:	HDCA-5	HDCA-10
Channels 2 and 3	6.75 db	8.75 db
Channels 4, 5, 6	7.50 db	9.50 db
FM Channels (88-108)	7.50 db	9.50 db
Channels 7 through 13	8.0 db	10.0 db

About antenna gain specifications: Scala HDCA yagis give maximum possible gain evenly distributed across the specified TV channel. This flat response is critical for good color television performance. There are no peaks that look good on a field strength meter at the sacrifice of critical signal information. Keep this in mind when comparing gain specifications with other antennas. The nominal gain figures listed above are over dipole. Add 2.14 db to determine gain over isotropic (dbi). Five-element yagis for FM and low-band TV channels are available with rear (cantilever) mounting at extra cost. Five and ten-element high-band yagis are available with extended booms for rear mounting at slightly higher prices.

DESIGN FEATURES — SCALA HDCA SERIES YAGIS

RUGGED CONSTRUCTION: Because Scala HDCA yagis were designed with the professional and commercial user in mind, they are built for maximum durability and reliability and superior electrical performance. These rugged antennas are fabricated with anodized heavy-wall seamless 6061T6 aluminum drawn tubing. The parasitic elements are made of 1/4" O.D. aluminum tubing with a .049" wall. The booms are made of 1.050" O.D. aluminum pipe. The elements are mounted to the boom with heavy anodized aluminum castings. These castings are ribbed at the stress points. No welds, which anneal and weaken aluminum, are depended upon for mechanical support. All fastenings and hardware are stainless steel. This attention to mechanical integrity means that a Scala antenna will provide many years of service and will provide the user with real cost efficiency. Low-band models feature internal inserts in elements for extra strength and to minimize fatigue caused by resonant vibrations. Ten-element yagis for FM and low-band TV channels are furnished with diagonal boom braces for maximum reliability.

LOW NOISE LEVEL: Every precaution has been taken to eliminate the generation of noise from within the antenna itself. All parasitic elements, including the boom, are of one-piece construction. Feed points on driven elements are welded. There are no mechanical splices or outside sleeving to corrode and generate noise at a later date. The low noise factor and gain remain stable throughout the life of the antenna.

EXCELLENT TRANSMISSION LINE MATCH: The HDCA series yagis provide a maximum VSWR of 1.5:1 across the specified channel. Scala's exclusive balun design provides a stable transformation from the unbalanced coaxial feedline to the balanced dipole feed. For trouble-free service, the rugged all-brass balun is sealed against moisture accumulation.

EASY ASSEMBLY: All Scala HDCA yagis can be easily assembled in a few minutes. All necessary hardware and assembly instructions are furnished. All yagis include stainless steel U-bolt assemblies and heavy aluminum castings for attachment to a circular support with an outside diameter of 2" to 2 1/2".

CHOICE OF CONNECTORS: While Scala recommends the use of 75-ohm N type connectors for optimum performance and reliability, the HDCA yagis are available with UHF or F type connectors at no extra cost.

STACKING HARNESSSES AND ACCESSORIES: HDCA yagis may be stacked in various arrangements to increase gain and to modify patterns. Scala can supply coaxial stacking harnesses for two-bay and four-bay arrays which provide optimum impedance matching and lowest loss. Contact Scala for stacking dimensions and for information on methods of arranging antennas for maximum front-to-back ratios and for reducing co-channel interference. Polar pattern plots for HDCA yagis are available from Scala on request. In addition, Scala offers factory-assembled coaxial line assemblies to the customer's length and connector specifications. These custom-made cable assemblies eliminate the problems and inconvenience often encountered during field assembly.

MECHANICAL SPECIFICATIONS

Dimensions and weights of HDCA yagis vary with operating channel or frequency selected. Typical values are listed for the largest antennas (lowest frequencies) and smallest antennas (highest frequencies) in the five-element (HDCA-5) and ten-element (HDCA-10) models. For specific information on other channels please contact Scala.

	<u>Width</u>	<u>Length</u>	<u>Wind Thrust*</u>	<u>Approx. Ship. Wt.</u>
HDCA-5 (Channel 2)	106 1/2"	95 1/4"	157	19 lbs.
HDCA-5 (Channel 13)	28 1/4"	25 1/8"	42	9 lbs.
HDCA-10 (Channel 2)	109"	197 1/8"	323	40 lbs.
HDCA-10 (Channel 13)	30 1/4"	54 1/16"	90	15 lbs.
HDCA-5 (98 MHz)	62 1/4"	56 3/16"	100	14 lbs.
HDCA-10 (98 MHz)	63 1/16"	109 13/16"	205	30 lbs.

*Thrust in pounds with 1/4" radial ice and 100 MPH wind.

SCALA

ELECTRONIC
CORPORATION

POST OFFICE BOX 4580
MEDFORD, OREGON 97501

(503) 778-8500

No. 81818 P. 16

ORDERING INFORMATION:

Specify Scala HDCA-5 or HDCA-10 yagi antenna. Indicate operating channel for any VHF-TV channel (2 through 13) or operating frequency for any FM channel in the 88-108 MHz band. Specify connector type (75-ohm N type, F type, or UHF type).

Jul 16, 2004 2:46 PM

1.3 Transmitter/Exciter Specifications

Frequency Range	87 MHz–108 MHz (65 MHz–73 MHz optionally available)
RF Power Output	(VSWR 1.5:1 or better)
FM30	3–30 watts, adjustable
FM100	20–100 watts, adjustable
FM250	20–250 watts, adjustable
RF Output Impedance	50 Ω
Frequency Stability	Better than ± 250 Hz, 0–50°C
Audio Input Impedance	50 k Ω bridging, balanced, or 600 Ω
Audio Input Level	Selectable for –10 dBm to +10 dBm for 75 kHz deviation at 400 Hz
Pre-emphasis	Selectable for 25, 50, or 75 μ sec; or Flat
Audio Response	Conforms to 75 μ sec pre-emphasis curve as follows
Complete transmitter	± 0.30 dB (50 Hz–10 kHz) ± 1.0 dB (10 kHz–15 kHz)
Exciter only	± 0.25 dB (50 Hz–15 kHz)
Distortion (THD + Noise)	
Complete transmitter	Less than 0.7% (at 15 kHz)
Exciter only	Less than 0.3% (50 Hz–15 kHz)
Stereo Separation	
Complete transmitter	Better than –40 dB (50 Hz–15 kHz)
Exciter only	Better than –40 dB (50 Hz–15 kHz)
Crosstalk	Main into sub, better than –40 dB Sub into main, better than –40 dB
Stereo Pilot	19 kHz ± 2 Hz, 9% modulation
Subcarrier Suppression	50 dB below ± 75 kHz deviation



FM S/N Ratio (FM noise)

Complete transmitter Better than -60 dB

Exciter only Better than -70 dB

AM S/N Ratio Asynchronous and synchronous noise
better than FCC requirements

RF Bandwidth ± 120 kHz, better than -35 dB
 ± 240 kHz, better than -45 dB

RF Spurious Products Better than -70 dB

Operating Environment Temperature (0° C -50° C)

Humidity (0-80% at 20° C)

Maximum Altitude (3,000 meters;
9843 feet)

AC Power 100, 120, 220, or 240 volts (+10%/
-15%); 50/60 Hz

DC Power

FM30 24-36 volts (28 volts required for full
output power)

FM100 and FM250 36-62 volts [36 volts (FM100) or 62
volts (FM250) required for full output
power]

Regulatory Type notified for FCC parts 73 and 74
Meets FCC, DOC, and CCIR require-
ments

Dimensions 13.5 x 41.9 x 44.5 cm
(5.25 x 16.5 x 17.5 inches)

Weight

FM30 10.5 kg (23 lbs)

13.6 kg (30 lbs) shipping weight

FM100 11.4 kg (25 lbs)

14.5 kg (32 lbs) shipping weight

FM250 16.8 kg (37 lbs)

20.0 kg (44 lbs) shipping weight

EXHIBIT A-2

GROUND FACILITIES

(Describe proposed building if Applicable)

EXHIBIT B-1 EQUIPMENT DESIGN.
(To come from Lessee)

JUL 16, 2004 2:46PM

No. 8158 P. 20

EXHIBIT B-2
EQUIPMENT POLICIES

The following specifications regarding installation will be rigidly enforced: (Failure to comply will result in cancellation).

- (1) Antenna brackets must be approved by Lessor.
- (2) Only non-rustable hardware will be used.
- (3) No painting of any hardware or brackets will be allowed.
- (4) No drilling or welding to any part of the Tower will be allowed.
- (5) All rustable material must be hot-dipped galvanized including bolts, nuts, and washers.
- (6) No electronics will be installed on the Tower.
- (7) Equipment cabinets must be identified with a weatherproof label on which the licensee's name, address and telephone number as well as the call letters are inscribed.
- (8) Lessee will be given a key to unlock the gate for maintenance purposes. If this key is lost, the Lessee will bear the expense of retooling four locks and providing twelve (12) new keys. Such keys and locks will be provided by Lessor and billed to Lessee.
- (9) Antenna must be identified by a metal tag fastened securely to its bracket on the Tower at the antenna level of each antenna system.

ADDENDUM TO LEASE

This agreement contemplates that Lessee shall continue to hold a license and such auxiliary authorization from the Federal Communications Commission as may be required to operate its equipment. In the event that Lessee's license or other authorization are revoked, suspended or discontinued in any way, or should Lessee be denied renewal thereof, then Lessee may, at its option, terminate this Agreement upon thirty (30) days prior written notice to Lessor, and thereafter shall have no further obligations under this agreement.

Initial: Lessor: *CS*

Initial: Lessee: *JS*

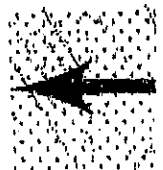


Exhibit 2.0

EXCLUDED ASSETS

Item	Description	Quantity
Transmit Antenna	Scala HDCA5-EB/CP	3
Transmitter	Crown Fm100R	1

Exhibit 3.2

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated this 8th day of October, 2004, by and between – BIBLE BROADCASTING NETWORK, INC., a Virginia not for profit corporation ("Seller"), FAMILY LIFE MINISTRIES, INC., a New York nonprofit corporation ("Buyer"), and SMITHWICK & BELENDIUK, P.C., a District of Columbia Professional Corporation (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated October 8, 2004, ("Purchase Agreement") pursuant to which, among other things, Buyer will acquire certain tangible and intangible assets owned or otherwise held by Buyer relating to FM Translator Station W254AJ, Erie, Pennsylvania; and

WHEREAS, Seller and Buyer have, in connection with the Purchase Agreement, also agreed to enter into this Escrow Agreement;

NOW, THEREFORE, in consideration of the terms of the Purchase Agreement and the mutual promises herein contained, it is agreed as follows:

ARTICLE I

Escrow and Escrow Fund

(a) Buyer has deposited with the Escrow Agent the sum of FIVE THOUSAND DOLLARS (US\$5,000.00) ("Escrow Funds") with the Escrow Agent. The Escrow Funds shall be invested by Escrow Agent in an insured interest-bearing account or certificate of deposit.

(b) The Escrow Agent, subject to the terms of the Purchase Agreement, shall deliver and release from Escrow the Escrow Funds, plus any interest accrued thereon, held in the Escrow Account in accordance with one of the following Notices to the Escrow Agent:

(1) The Escrow Agent shall deliver FIVE THOUSAND DOLLARS (\$5,000.00) of the Escrow Funds to the Seller for the credit of Buyer, and return all interest accrued thereon to Buyer upon receipt of a joint written Notice from Seller and Buyer certifying that the Closing referred to in the Purchase Agreement with respect to the transactions contemplated thereby has taken place. Should no such further joint written Notice be forthcoming within a reasonable time, Escrow Agent shall then seek resolution through arbitration pursuant to the rules of the American Arbitration Association.

(2) Upon receipt by Escrow Agent of written joint notice from Seller and Buyer that Buyer is in default under the Purchase Agreement, Escrow Agent shall deliver the Escrow Funds to Seller pursuant to Sections 3.2 and 16.3 of the Purchase Agreement.

(3) The Escrow Agent shall deliver to Buyer all Escrow Funds, plus any interest accrued thereon, upon receipt of a joint written Notice from Seller and Buyer certifying that the

Purchase Agreement has been terminated for any reason, and directing that such disbursement be made to Buyer.

(4) In the event of a dispute between Seller and Buyer, the Escrow Agent shall seek resolution through arbitration pursuant to the Rules of the American Arbitration Association; provided, however, that, should Seller and Buyer provide joint written Notice to the Escrow Agent requesting that the Escrow Funds continue to be held by the Escrow Agent pending any settlement negotiations, the Escrow Agent shall continue to hold the Escrow Money in insured interest bearing securities or accounts until joint written Notice is provided the Escrow Agent by Seller and Buyer directing disposition of the proceeds. Should no such further joint written Notice be forthcoming within a reasonable time, Escrow Agent shall then seek resolution through arbitration pursuant to the rules of the American Arbitration Association.

(c) The Escrow Agent shall be discharged from its obligations under this Agreement upon delivery of the Escrow Funds plus any interest accrued thereon as set forth herein.

ARTICLE II

Escrow Agent

(a) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

(b) In performing any of his duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses except for the Escrow Agent's default or negligence. The Escrow Agent may consult counsel and shall not incur any liability for any action taken or omitted in good faith upon advice of counsel, or for any action taken or omitted in reliance upon any instrument, not only as to its execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Any expenses incurred by Escrow Agent as a result of the necessity to seek counsel or arbitration concerning the performance of this Escrow Agreement shall be borne equally by Buyer and Seller.

ARTICLE III

Amendments

This Agreement cannot be changed or terminated orally and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver.

ARTICLE IV

Notices

Any notice, report, demand, waiver or objection required, permitted or contemplated hereunder shall be in writing and shall be given personally or by prepaid registered or certified mail, with return receipt requested, addressed as follows:

(a) If to Buyer:

Family Life Ministries, Inc.
P.O. Box 506
Bath, NY 14810
Attn: Rick Snavely, President

with copy (that will not constitute notice) to:

Joseph C. Chautin, III, Esq.
Hardy, Carey & Chautin L.L.P.
110 Veterans Blvd., Suite 300
Metairie, LA 70005

(b) If to Seller:

Bible Broadcasting Network, Inc.
11530 Carmel Commons Blvd.
Charlotte, NC 28226
Attn: Lowell Davey

with a copy (that will not constitute notice) to:

Gary Smithwick, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin, Ave., NW, Suite 301
Washington, DC 20016

(c) If to Escrow Agent:

Gary S. Smithwick, Esq.
Smithwick & Belendiuk, P.C.
5028 Wisconsin, Ave., NW, Suite 301
Washington, DC 20016

A notice shall be deemed received upon the date of delivery if given personally or, if given by mail, upon the receipt thereof. Any party may change its address for the purpose of this Article IV by giving notice to the other parties hereto in accordance with this Article IV.

[SIGNATURES APPEAR ON NEXT PAGE]

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

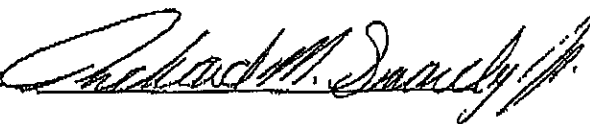
SELLER:

BIBLE BROADCASTING NETWORK, INC.

By _____

BUYER:

FAMILY LIFE MINISTRIES, INC.

By 

ESCROW AGENT:

SMITHWICK & BELENDIUK, P.C.

By: _____

Escrow Agent

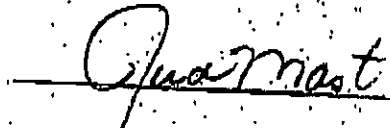
[SIGNATURES APPEAR ON NEXT PAGE]

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

SELLER:

BIBLE BROADCASTING NETWORK, INC.

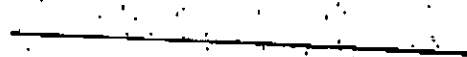
By



BUYER:

FAMILY LIFE MINISTRIES, INC.

By



ESCROW AGENT:

SMITHWICK & BLENDIUK, P.C.

By



Escrow Agent

Exhibit 6.1

PROOF OF INSURANCE