

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") by and between Randy L. Birth, Sr. ("Assignor"), whose address is 421 Sherman Street, Holdrege, Nebraska 68949; and the Kansas-Nebraska Association of Seventh-day Adventists, Inc. ("Assignee"), whose address is 3440 S.W. Urish Road, Topeka, Kansas 66614.

Purpose. The purpose of this nonbinding MOU is to set forth the stated intentions of the parties concerning the proposed assignment of the construction permit for low power television station KMBB-LP (FCC Facility ID #129673), Channel 30, North Platte, Nebraska (the "Station"), from Assignor to Assignee.

FCC Application. The parties acknowledge that the proposed transaction cannot be consummated without the prior consent of the Federal Communications Commission ("FCC"). To that end, the parties agree to cooperate with each other to prepare, file and prosecute an application with the FCC to request its consent for this assignment. The parties intend to file this assignment application within five business days of the execution by both parties of this MOU.

Assets to be Assigned. The only asset to be assigned under the proposed transaction is the FCC construction permit for the Station.

Status of Construction Permit. The parties acknowledge that the construction permit for the Station expires on March 12, 2007, and that it cannot be renewed or extended. Assignor does not intend to take any further action in pursuit of constructing the Station or placing it in operation. The parties also acknowledge that it would be desirable to relocate the Station to a new antenna site more suitable than the presently authorized site. Assignee assumes all financial responsibility for obtaining an alternate site, equipment purchases, for preparing and prosecuting an application with the FCC for authority to relocate to that alternate site, and ultimately for construction of the Station. Assignor will cooperate with Assignee to permit Assignee to file a modification application with the FCC in Assignee's name while the assignment application is pending and/or to file the minor modification application in assignor's name while the assignment application is pending if necessary.

Charitable Contribution. Assignor intends to give the construction permit for the Station to Assignee for no consideration as a charitable contribution. At the closing, Assignee will give Assignor a receipt for the contribution that complies with the requirements of the Internal Revenue Service for documentation to support a claim for a charitable contribution income tax deduction. The receipt will indicate a value for the contribution to be agreed upon by the parties. Assignee certifies that it qualifies as a tax-exempt entity, contributions to which are tax-deductible under the Internal Revenue Code.

Closing. The parties intend to close on the transaction and consummate the assignment as promptly as is reasonable and prudent after the FCC grants the assignment application.

Choice of Law. Except as to issues preempted by Federal law, this MOU shall be construed under and governed by the laws of the State of Nebraska without regard to that state's choice of law rules.

By affixing their signatures below, the parties or their authorized representatives indicate that the foregoing MOU is a true and accurate statement of their good faith intentions.

Kansas-Nebraska Association of SDA, Inc: Randy L. Birth, Sr.

Signature

Signature

Name (printed)

Name (printed)

Position

Position

Date

Date