

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), made this 19th day of February, 2008, by and between Horizon Christian Fellowship, a California not-for-profit corporation ("Seller"), and Anderson Radio Broadcasting, Inc., a Montana corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of a license issued by the Federal Communications Commission ("FCC" or "Commission") for FM translator station K278BI (Facility ID 149186) (hereinafter referred to as "Station");

WHEREAS, Seller desires to sell Station and related assets to Buyer, under the terms and conditions stated herein;

WHEREAS, Buyer desires to purchase Station and related assets, under the terms and conditions stated herein; and

WHEREAS, consummation of this Agreement is subject to the prior approval of the FCC.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. Subject to the prior approval of the FCC, which shall be obtained by its grant of an appropriate application, Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, and Buyer agrees to purchase (a) transmission equipment and related items of tangible personal property owned by Seller and used or useful in the operation of Station, including the equipment listed in Exhibit A; (b) the transmitter site lease attached as Exhibit B (which Buyer agrees to assume); and (d) all goodwill and rights which Seller has in frequency, license, and call letters of

Station. All assets to be conveyed shall be free and clear of any security interests, mortgages, or other encumbrances.

2. In consideration for the assets to be conveyed by Seller to Buyer, Buyer shall pay to Seller the total sum of Twenty Thousand Dollars (\$20,000.00), payable at closing.

3. Seller hereby warrants as follows: (a) that it holds a valid authorization from the FCC to operate Station, that there are no outstanding unsatisfied FCC citations or cease and desist orders against Station, and that any such subsequently issued shall be satisfied prior to closing; (b) that it is aware of no ongoing investigation of Station by the FCC or by any other federal or state governmental agency, or of any conditions at Station which are in violation of any FCC Rule or policy; (c) that it is aware of no litigation, proceeding, or investigation whatsoever, pending or threatened, against or relating to Seller, its business, or the property to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign its license; (d) that, as of the Closing Date, Station's physical assets shall be in the same or equivalent condition as at the date hereof, wear and tear and ordinary usage excepted; (e) that it has good and marketable title to all assets being sold herein; (f) that the transmitter site lease included in Exhibit B hereto are in full force and effect; (g) that it will deliver Station at closing free and clear of all debts, liens, or other encumbrances; (h) that at present Seller has and on the closing date will have full power and authority to enter into and perform this Agreement, that the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized, and that this Agreement will constitute a valid and binding agreement of the Seller, enforceable in accordance with its terms; (i) that, to the best of Seller's knowledge, Seller has filed all forms and reports with the FCC which are required to be filed with respect to the Station; and (j) that Seller will hold Buyer harmless from any and all claims of trade

creditors, judgment creditors, lien holders, purported owners, or any other person making a claim by or through Seller or asserting any claim on the assets purchased, other than those having to do with Buyer's operation of Station subsequent to the Closing Date, as hereinafter defined in Paragraph 9..

4. Buyer hereby warrants as follows: (a) that at the present time Buyer is, and at the time set for Closing of the transactions contemplated herein will be, legally, financially, and otherwise qualified to become the licensee of Station; (b) that Buyer knows of no reason why the FCC would not approve its acquisition of the Station's license; (c) that at present Buyer has and on the closing date will have full power and authority to enter into and perform this Agreement; (d) that the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized, and that this Agreement will constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms; and (e) that Buyer will hold Seller harmless from any and all claims having to do with Buyer's operation of the Station subsequent to the Closing Date.

5. Seller and Buyer agree to engage their own counsel and pay their own legal fees associated with the preparation of this Agreement and the preparation and filing of the required assignment application, and will share the cost of the FCC filing fee for the assignment application (Form 345). The parties shall otherwise bear their respective expenses incident to the contemplated transaction. The parties have represented to each other that no brokers or finders have been employed who would be entitled to a fee by reason of such a transaction.

6. The parties hereto agree to join in the submission of an application on FCC Form 345 seeking Commission consent to the assignment of the Station's license from Seller to Buyer

within five (5) business days from the date of this Agreement, and to cooperate fully and diligently in the prosecution of that application.

7. Taxes, insurance, transmitter site rent, and other Station expenses shall be prorated as of the date of closing, and Seller shall be entitled to a closing credit for any prepaid expenses.

8. Time is of the essence of this Agreement. If the FCC has refused or failed to grant its written consent to assignment of Station's license within twelve (12) months of the date of filing of the application for assignment thereof, either party may cancel this Agreement by giving the other party two (2) weeks, prior written notice of such intent, by certified mail or overnight delivery service in which a written receipt of delivery is obtained, provided that the FCC has not granted its consent to Station's license assignment during that two-week interim period, and provided further that the party seeking cancellation is not in material breach of this Agreement.

9. Closing shall take place at the offices of Buyer in Polson, Montana, or at another mutually agreed location, within ten (10) days subsequent to the date on which grant of Commission consent has become final and not subject to timely reconsideration or review, or on such earlier date following FCC grant as the parties mutually agree. At Closing, Seller will deliver to Buyer instruments of conveyance necessary to properly transfer the license, transmitter site lease, personal property, and intangible assets to Buyer.

10. Prior to Closing, Seller shall have complete control over the property and operation of Station. After closing, Buyer shall have complete control of Station, and Seller shall retain no reversionary interest in the license or assets of Station.

11. At or after Closing, the parties shall cooperate in allocating the purchase price among the assets being conveyed and completing the tax schedule associated with the conveyance of those assets.

12. Notices which are to be sent by either party to the other pursuant to the terms of this Agreement shall be sent either by certified mail or by any other delivery service which provides a written receipt of delivery, as follows:

If to Buyer, to:

Dennis Anderson
Anderson Radio Broadcasting, Inc.
581 N. Reservoir Road
Polson, MT 59860

with a copy, which shall not constitute notice, to

George R. Borsari, Jr.
Borsari & Paxson
4000 Albemarle Street, NW, Suite 100
Washington, DC 20016
(202) 296-4800

If to Seller, to:

Michael MacIntosh, President
Horizon Christian Fellowship
5331 Mount Alifan Drive
San Diego, CA 92111

with a copy, which shall not constitute notice, to

Harry C. Martin
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22209
(703) 812-0415

14. This document constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and shall be amended only by written agreement signed

by both parties. This document shall be binding on the heirs, successors, and assigns of the parties hereto and shall be construed under the laws of the State of Montana.

15. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall together have the same force and effect as a single executed Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first above written.

SELLER:

HORIZON CHRISTIAN FELLOWSHIP


Michael MacIntosh, President

BUYER:

ANDERSON RADIO BROADCASTING
INC.

By: _____
Dennis L. Anderson, President

14. This document constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and shall be amended only by written agreement signed by both parties. This document shall be binding on the heirs, successors, and assigns of the parties hereto and shall be construed under the laws of the State of Montana.

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SELLER:

BUYER:

HORIZON CHRISTIAN FELLOWSHIP ANDERSON RADIO BROADCASTING, INC.

By: _____
Michael Macintosh

By: 
Dennis L. Anderson, President
2/6/08