

June 12, 2007

Andrew P. McClure, President
Brick Steinberg, Associate Broker
The Exline Company
4340 Redwood Hwy, Suite F-230
San Rafael, CA 94903

Dear Andy,

On behalf of Churchill Media LLC, this is an offer to purchase all of the assets used and usable in the operation of LPTV station K36FJ, Eugene, Oregon, free and clear, excluding accounts receivable, accounts payable, cash on hand and cash equivalents, for a price of Seven Hundred Thousand Dollars (\$700,000) on terms and conditions as outlined:

TERMS: Four Hundred Thousand Dollars (\$400,000) cash due at closing. Seller will accept a Three Hundred Thousand Dollar (\$300,000) note, due and payable in full 18 months after closing. The annual interest rate on the note will be 5.5%, payable quarterly.

CONDITIONS: Buyer will supply financial references to the satisfaction of the Seller, and Seller shall have the right to cancel this Agreement within three (3) business days after such references are provided if not satisfactory to Seller.

The Buyer will begin a 30-day due diligence period upon Seller's acceptance of this offer. Until such time as an Agreement of Sale is executed, which shall supercede this letter, this proposal is contingent upon and subject to proper confirmation and verification by the Buyer of the financial and other information made available to Buyer by Sellers.

This offer is subject to the signing of a mutually acceptable Agreement of Sale within forty five (45) days of the acceptance date of this offer. It is also subject to the consent of the Federal Communications Commission ("FCC"). Buyer and Seller agree to cooperate in the preparation of the necessary documents for an application to the FCC for transfer of license and further agree said documents shall be submitted to the FCC within ten (10) days following the signing of the Agreement of Sale.

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ATTACHMENT A

Buyer and Seller agree they will use their best efforts to keep confidential (except for disclosure to attorneys, bankers, investors, etc., as may be appropriate to consummate this transaction), all information of a confidential nature which each receives from the other (including the terms of this proposal and the identity of the Buyer) during the course of the transaction contemplated by this letter. If such transaction is not consummated, the Buyer and Seller will return all documents and other materials obtained from each other.

The parties will share equally the cost of FCC filing fees. The only broker involved is William A. Exline, Inc., whose fees are the sole responsibility of Churchill Media, the Buyer. Each party will bear its own legal and other fees and expenses in connection with the proposed transaction.

Buyer will place in the Trustee Account of Evergreen Title Company, Eugene, Oregon, a good faith deposit in the amount of Thirty Five Thousand Dollars (\$35,000) upon Seller's acceptance of this Letter of Intent. Interest on the deposit shall accrue to the favor of the Buyer, and the deposit will be promptly returned to the Buyer should the sale fail to be consummated through no fault of the Buyer.

Closing will take place within 30 days of the closing of the purchase of K54DU, Richland, Washington, which is addressed in a separate agreement, and provided that FCC approval has been received.



Buyer: Scott Diehl, Operations Manager
Business Name: Churohill Media, LLC

Date: 6/12/07

ACCEPTED:

Seller: W. Exline, Title: DIR. OF BROADCASTING
Business Name: Three Angels Broadcasting Network, Inc.

Date: 6/15/07

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