

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0075 (January 2001)	FOR FCC USE ONLY
FCC 345		
APPLICATION FOR CONSENT TO ASSIGN CONSTRUCTION PERMIT OR LICENSE FOR TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION OR TO TRANSFER CONTROL OF ENTITY HOLDING TV OR FM TRANSLATOR OR LOW POWER TELEVISION STATION		FOR COMMISSION USE ONLY FILE NO. BALFT - 20080613AAQ
Read INSTRUCTIONS Before Filling Out Form		

Section I - General Information

1.	Legal Name of the Applicant HORIZON CHRISTIAN FELLOWSHIP		
	Mailing Address 5331 MOUNT ALIFAN DRIVE		
	City SAN DIEGO	State or Country (if foreign address) CA	ZIP Code 92111 - 2622
	Telephone Number (include area code) 8582774991	E-Mail Address (if available) KWOODS@HORIZONSD.ORG	
	FCC Registration Number:	Call Sign K247BF	Facility Identifier 152179
2.	Contact Representative (if other than Applicant) HARRY C. MARTIN		Firm or Company Name FLETCHER, HEALD & HILDRETH, PLC
	Telephone Number (include area code) 7038120415		E-Mail Address (if available) MARTIN@FHHLAW.COM
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)		
4.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If Yes, list pertinent authorizations in an Exhibit.			[Exhibit 1]

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

1.	Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Application for (check only one box for A and B): A. <input type="radio"/> Consent to Assign Construction Permit <input type="radio"/> Consent to Assign License	<input type="radio"/> Consent to Transfer Control of Permittee <input type="radio"/> Consent to Transfer Control of Licensee



Amendment to pending application

If an amendment, **submit as an Exhibit** a listing by Section and Question Number of the portions of the pending application that are being revised.

[Exhibit 2]

B. TV Translator Low Power TV Station FM Translator Digital Low Power TV Digital TV Translator

3. Legal Name of the Assignor/Transferor HORIZON CHRISTIAN FELLOWSHIP		
Mailing Address 5331 MOUNT ALIFAN DRIVE		
City SAN DIEGO	State or Country (if foreign address) CA	Zip Code 92111 - 2622
	Telephone Number (include area code) 8582774991	E-Mail Address (if available) RDEBEVER@HORIZONSD.ORG

If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]

4. Contact Representative (if other than assignee) HARRY C. MARTIN	Firm or Company Name FLETCHER, HEALD & HILDRETH, PLC
Telephone Number (include area code) 7038120415	E-Mail Address (if available) MARTIN@FHHLAW.COM

5. **Authorizations to be Assigned/Transferred.** List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
152179	K247BF	-	DECORAH	IA

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
150342	K286AU	-	GLENCOE	MN

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
154500	K237EX	-	MANKATO	MN

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
148965	K259BQ	-	MONTEVIDEO	MN

Facility ID	Call Sign	or Construction Permit File Number	City	State

Number				
150683	K216FZ	-	REDWOOD FALLS	MN
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
149176	K276EV	-	SLEEPY EYE	MN
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
154551	K295BD	-	ST. JAMES	MN
6.	Agreements for Sale/Transfer of Station. Licensee/permittee certifies that: <ul style="list-style-type: none"> a. it has placed in its station records and submitted to the Commission as an Exhibit to this application copies of all agreements for the sale/transfer of the station(s); b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and c. these agreements comply fully with the Commission's rules and policies. 			<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 4]
7.	Character Issues. Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in or connection with: <ul style="list-style-type: none"> a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised. 			<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 5]
8.	Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.			<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
9.	Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.			<input checked="" type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.			<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 7]
11.	Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.			<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing MICHAEL MACINTOSH	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 06/12/2008

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

1.	<p>Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No												
2.	<table border="1"> <tr> <td colspan="3">Legal Name of the Assignee/Transferee MINNESOTA PUBLIC RADIO</td> </tr> <tr> <td colspan="3">Mailing Address 480 CEDAR STREET</td> </tr> <tr> <td>City ST. PAUL</td> <td>State or Country (if foreign address) MN</td> <td>Zip Code 55101 -</td> </tr> <tr> <td colspan="2">Telephone Number (include area code) 6512901259</td> <td>E-Mail Address (if available) FCCFILING@MPR.ORG</td> </tr> </table>	Legal Name of the Assignee/Transferee MINNESOTA PUBLIC RADIO			Mailing Address 480 CEDAR STREET			City ST. PAUL	State or Country (if foreign address) MN	Zip Code 55101 -	Telephone Number (include area code) 6512901259		E-Mail Address (if available) FCCFILING@MPR.ORG	
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Telephone Number (include area code) 6512901259		E-Mail Address (if available) FCCFILING@MPR.ORG												
	If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 8]													
3.	<table border="1"> <tr> <td>Contact Representative (if other than assignee) TODD M STANSBURY</td> <td>Firm or Company Name WILEY REIN LLP</td> </tr> <tr> <td>Telephone Number (include area code) 2027197000</td> <td>E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM</td> </tr> </table>	Contact Representative (if other than assignee) TODD M STANSBURY	Firm or Company Name WILEY REIN LLP	Telephone Number (include area code) 2027197000	E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM									
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Telephone Number (include area code) 2027197000	E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM													
4.	<p>Nature of Applicant. Assignee/transferee is:</p> <p> <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input checked="" type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other </p> <p>a. If "other", describe nature of applicant in an Exhibit. [Exhibit 9]</p>													
5.	<p>Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that:</p> <p>a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these</p> <p>b. agreements comply fully with the Commission's rules and policies.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 10]												
6.	<p>Character Issues. Assignee/Transferee certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]												
7.	<p>Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]												
8.	<p>Alien Ownership and Control. Assignee/Transferee certifies that it complies with the</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No												

	provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	See Explanation in [Exhibit 13]
9.	Financial Qualifications. Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
10.	Rebroadcast Certification. For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted	<input checked="" type="radio"/> Yes <input type="radio"/> No
11.	a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 15]
	b. Applicant certifies that the coverage contour of the translator station will not extend beyond the protected contour of the commercial primary station being rebroadcast.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 16]
<p>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d).</p> <p>If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).</p>		
12.	The applicant, if for a commercial FM translator station with a coverage contour extending beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 17]
13.	Auction Authorization. Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 18]
14.	Anti-Drug Abuse Act Certification. Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
15.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<p>I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)</p>		
Typed or Printed Name of Person Signing THOMAS J KIGIN		Typed or Printed Title of Person Signing EXECUTIVE VICE PRESIDENT

Signature

Date
06/13/2008

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 4

Description: AGREEMENT

A COPY OF THE ASSET PURCHASE AGREEMENT IS ATTACHED. THE FCC FILING COPY OF THE AGREEMENT DOES NOT INCLUDE SCHEDULES 1.1-1.11, WHICH CONTAIN INFORMATION ABOUT THE TRANSMITTER SITES, EQUIPMENT, AND SITE LEASES FOR EACH TRANSLATOR LOCATION, AND THE STATUS OF THE FCC AUTHORIZATIONS FOR THE STATIONS. THIS INFORMATION IS PROPRIETARY AND NOT MATERIAL TO FCC PROCESSING OF THE PROPOSED ASSIGNMENT APPLICATION.

Attachment 4

Description
Asset Purchase Agreement

Exhibit 10

Description: EXH. 10 / AGREEMENTS

PLEASE SEE EXHIBIT 4.

Attachment 10

Exhibit 15

Description: EXH. 15 / PRIMARY STATIONS

THIS EXHIBIT CONSISTS OF A LIST OF THE PROPOSED PRIMARY STATIONS FOR THE TRANSLATORS TO BE ASSIGNED.

Attachment 15

Description
Exh. 15 / Primary stations list

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 10, 2008 between Horizon Christian Fellowship, a California not-for-profit corporation ("Seller") and Minnesota Public Radio, a Minnesota not-for-profit corporation ("Buyer").

Recitals

A. Seller owns the following radio translator stations (collectively, and individually, the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"), as more fully described in Schedules 1.1-1.11 (each, a "Schedule", and collectively, the "Schedules"):

<i>Schedule</i>	<i>City</i>	<i>State</i>
1.1	ALBERT LEA	MN
1.2	BROOKINGS	SD
1.3	DECORAH	IA
1.4	GLENCOE	MN
1.5	MANKATO	MN
1.6	MONTEVIDEO	MN
1.7	REDWOOD FALLS	MN
1.8	SLEEPY EYE	MN
1.9	ST. JAMES	MN
1.10	ST. PETER	MN
1.11	WINDOM	MN

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets of Seller that are used or held for use in the operation of the Station (the "Station Assets"), but excluding the Excluded Assets (defined below):

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station, including without limitation those described in Section A of each

Schedule (the "FCC Licenses"), together with any renewals or modifications thereof between the date hereof and Closing, and including the right to use the Station's call letters;

(b) all of Seller's equipment, transmitters, electrical devices, antennae, cables, vehicles, fixtures, towers, supplies, hardware, tools, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Station, including without limitation those listed in Section B of each Schedule (the "Tangible Personal Property");

(c) all of Seller's leases or similar agreements under which Seller is lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Station, all of which are described in Section C of each Schedule (the "Real Property Leases"); and

(d) all files, documents and records (or copies thereof) relating to the operation of the Station, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances, including but not limited to any and all lease rental payments due through the Closing Date, ("Liens") except for the Assumed Obligations (defined below).

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) Seller's accounts receivable, and all cash and cash equivalents of Seller;

(b) Seller's name, corporate minute books, charter documents, corporate stock record books and any other books and records that pertain to the organization, existence or share capitalization of Seller; and

(c) all assets used in the operation of any other station owned or operated by Seller.

1.3. Assumed Obligations. At Closing, Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date (defined below) under the FCC Licenses and Real Property Leases (defined below) and any other liabilities of Seller to the extent Buyer receives a credit therefore under Section 1.5 (the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed, any other liabilities or obligations of Seller.

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall pay Seller the total sum of Two Hundred Forty-Thousand Dollars (\$240,000.00) (the "Purchase Price"). The Purchase Price shall be paid in two installments:

(a) Upon execution of this Agreement, Buyer will pay Seller by wire transfer of immediately available funds the sum of Twenty-Four Thousand Dollars (\$24,000.00) (the "Earnest Money Deposit") which Earnest Money Deposit shall be subject to disposition under Section 9.1 below.

(b) At the Closing, Buyer shall pay Seller the remainder of the Purchase Price by wire transfer of immediately available funds, subject to adjustment pursuant to Section 1.5

(c) In the event the FCC does not approve the assignment of one or more of the Stations, or Seller fails to meet the specific closing contingencies provided for a Station or Stations provided for in Schedules 1.1-1.11, the sum of Twenty-One Thousand Eight Hundred Eighteen Dollars (\$21,818.00) shall be deducted from the Purchase Price for each Station assignment not approved or each Station with respect to which such conditions are not met.

1.5. Prorations. Any deposits, reserves and prepaid and deferred income and expenses arising from the conduct of the business and operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:01 am on the day of Closing. Such prorations include any business and license fees (including without limitation all FCC annual regulatory fees), utility expenses, rents and other payments under any Real Property Leases, and similar prepaid and deferred items. Such prorations and adjustments, to the extent practicable, shall be made at Closing. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

1.6. Allocation. Buyer and Seller will allocate the Purchase Price in accordance with the respective fair market values of the Station Assets in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. Each of Buyer and Seller shall file its federal income tax returns and its other tax returns reflecting such allocation.

1.7. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on the fifth business day after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against the FCC Application (defined below), in which event at Buyer's option the Closing shall take place on the fifth business day after the date the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8. FCC Application.

(a) As soon as practicable (but in no event later than five (5) business days after the date of this Agreement), Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Application"). The FCC's consent to the assignment of eight (8) or more of the FCC Licenses

contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

(b) For purposes of this Agreement, the term "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. FCC Licenses. Seller is the holder of the FCC Licenses described in Section A of each Schedule. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify

any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Station by or before the FCC.

2.5. Personal Property. Section B of each Schedule contains a list of all material items of Tangible Personal Property included in the Station Assets. Seller has title to the Tangible Personal Property free and clear of Liens. Each item of Tangible Personal Property is in good operating condition and repair, is free from material defect or damage, is functioning in the manner and purposes for which it was intended, and has been maintained in accordance with industry standards.

2.6. Real Property Leases. Section C of each Schedule contains an accurate description of all of the Real Property Leases used or held for use in the business or operation of the Station. Seller has provided Buyer with a true and complete copy of each Real Property Lease.

2.7. Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the business or operation of the Station. Seller has good and marketable title to the Station Assets, free and clear of Liens.

2.8. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets.

2.9. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Buyer as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located (if such qualification is necessary). Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This

Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. **No Conflicts.** The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. **Qualification.** Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC.

3.5. **No Finder.** No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. **Confidentiality.** Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. **Control.** Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of all Station operations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

4.3. **Seller Covenants.** Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC Licenses, (ii) file with the FCC all required reports with respect to the Station, (iii) as needed, file requests with the FCC for silence authority with respect the Station, (iv) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Station which are filed during such period, (v) keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted), (vi)

remedy at its expense prior to Closing all interference (if any) the Station causes to any other communications facility, and (vii) not modify any of the FCC Licenses.

4.4. Consents and Other Contingencies. Prior to Closing, Seller shall obtain the Required Consents (defined below) and shall use commercially reasonable efforts to obtain any other consents and to address any other contingencies noted in Section D of each Schedule hereto. Receipt of consent to assign to Buyer the Station's main tower leases, and Seller's satisfaction of any other contingencies described in Section D of each Schedule, if any, are a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

4.5. Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Application, at Buyer's option the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Required Consents. Seller shall have obtained the Required Consents, if any.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for the Assumed Obligations.

7.2. Buyer Documents. At Closing, Buyer shall deliver such documents and instruments of assumption as may be necessary to assume the Assumed Obligations, and pay the Purchase Price in accordance with Section 1.4 hereof.

ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect, except those under this Article 8 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved. The covenants in this Agreement shall survive until performed.

8.2. Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) the business or operation of the Station before Closing.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) any breach or default by Buyer under this Agreement; or (ii) the Assumed Obligations or the business or operation of the Station after Closing.

(c) No claim for indemnification under this section shall be brought unless the aggregate dollar amount of Damages exceeds Five Thousand Dollars (\$5,000.00). Further, the total amount of Damages for which either party may seek redress under this section may not exceed Twenty-Five Thousand Dollars (\$25,000.00).

8.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 8.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume

defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing;

(d) by written notice of Seller to Buyer or Buyer to Seller if the FCC Consent does not include at least eight (8) of the Stations; or

(e) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement. In the event of termination of this Agreement under Subsections 9.1(a), (b) or (d) hereof, the Earnest Money Deposit shall be refunded to Buyer. Under all other circumstances the Earnest Money Deposit may be retained by Seller.

Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a

period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 4.1 (Confidentiality) and 9.7 (Expenses) shall survive any termination of this Agreement.

9.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

9.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Minnesota without giving effect to the choice of law provisions thereof.

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth on *Exhibit A* attached hereto (or to such other address as any party may request by written notice).

9.7. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that the FCC filing fees with respect to the request for FCC Consent shall be paid equally by Buyer and Seller.

9.8. Entire Agreement. This Agreement (including the Exhibit and Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the

subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: HORIZON CHRISTIAN FELLOWSHIP

By: *Michael MacIntosh* *President*
Name: Michael MacIntosh
Title: President

BUYER: MINNESOTA PUBLIC RADIO

By: _____
Name:
Title:

subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: HORIZON CHRISTIAN FELLOWSHIP

By: _____
Name: Michael MacIntosh
Title: President

BUYER: MINNESOTA PUBLIC RADIO

By: _____
Name: THOMAS J KIBLA
Title: Executive Vice President

Exhibit A

Notices to Seller:

**Horizon Christian Fellowship
5331 Mount Alifan Drive
San Diego, CA 92111-2622
Attention: Renae Debever
Facsimile: (858) 277-1365**

**with a copy (which shall not
constitute notice) to:**

**Harry C. Martin, Esquire
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Facsimile: (703) 812-0486**

Notices to Buyer:

**Minnesota Public Radio
480 Cedar Street
Saint Paul, MN 55101
Attention: General Counsel
Facsimile: (651) 290-1243**

**with a copy (which shall not
constitute notice) to:**

**Minnesota Public Radio
480 Cedar Street
Saint Paul, MN 55101
Attention: Chief Operating Officer
Facsimile: (651) 290-1243**

FCC Form 345
Application for Assignment of FM Translator Licenses
Exhibit 15
Minnesota Public Radio

Page 1

Below is a list of the proposed primary stations for the translators included in this assignment application. All the primary stations are licensed to the Assignee, Minnesota Public Radio, as noncommercial educational stations.

Translator Community of License	Call Sign	Primary Station	Primary Station Community of License
Albert Lea, MN	K224DM	KLSE-FM	Rochester, MN
Brookings, SD	K238AX	KRSW-FM	Worthington, MN
Decorah, IA	K247BF	KLNI-FM	Decorah, IA
Glencoe, MN	K286AU	KNGA-FM	St. Peter, MN
Mankato, MN	K237EX	KCMP-FM	Northfield, MN
Montevideo, MN	K259BQ	KNCM-FM	Appleton, MN
Redwood Falls, MN	K216FZ	KNSW-FM	Worthington-Marshall, MN
Sleepy Eye, MN	K276EV	KNGA-FM	St. Peter, MN
St. James, MN	K295BD	KNGA-FM	St. Peter, MN
St. Peter, MN	K230AR	KCMP-FM	Northfield, MN
Windom, MN	K246BG	KNSW-FM	Worthington-Marshall, MN