

AM BRANCH

AUG 11 1993

239

KNFL-930719EB

AUG 06 1993

August 4, 1993

FCC MAIL ROOM

*add call
KNFL*

KNFL-930719EB
KGSC-BAPLH 930719EC

DOCKET FILE COPY ORIGINAL

Secretary
FEDERAL COMMUNICATIONS COMMISSION
Attention: Mary McDonald
Box 342
Washington, DC 20554

Dear Secretary:

RE: Completion of Construction
Permit KGSC-FM - File
#BPH880314IB

It is the intent of Evergreen Media Corporation upon closing of the assignment of license KGSC-FM from Northern Utah Broadcasting to Evergreen Media Corporation to start construction on Construction Permit BPH880314IB. Final Lease arrangements on the transmitter site are being finalized by Northern Utah Broadcasting as well as power to said site by Utah Power and Light.

Evergreen hereby certifies that we are financially able to build and complete said construction and will have said construction completed within 3 months of closing on the above-mentioned transaction.

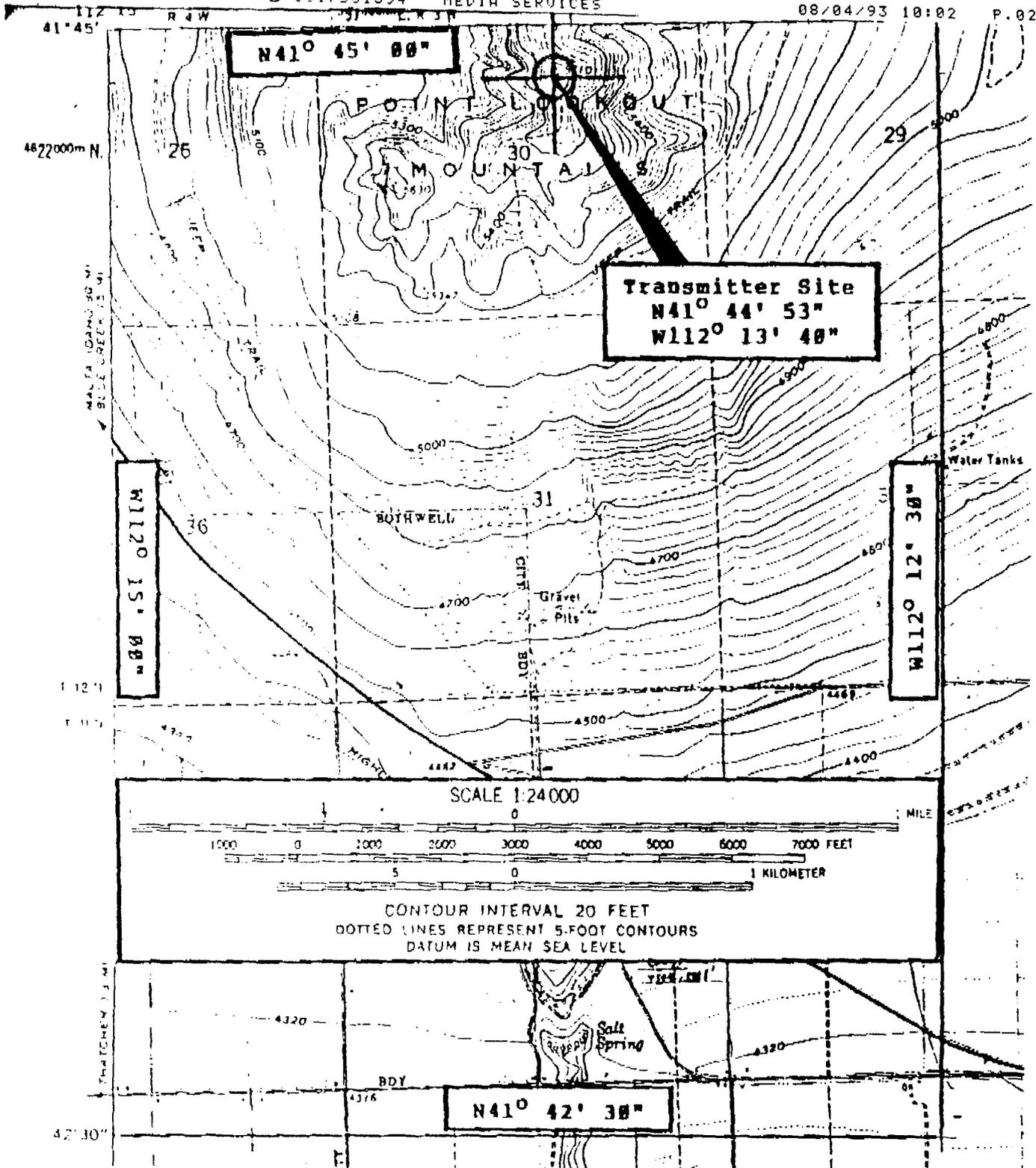
Yours very truly,

EVERGREEN MEDIA CORPORATION

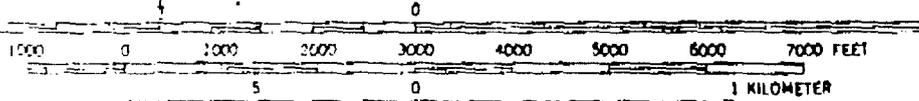


Lavon Randall

341 South Bluff Street
St. George, Utah 84770



SCALE 1:24000

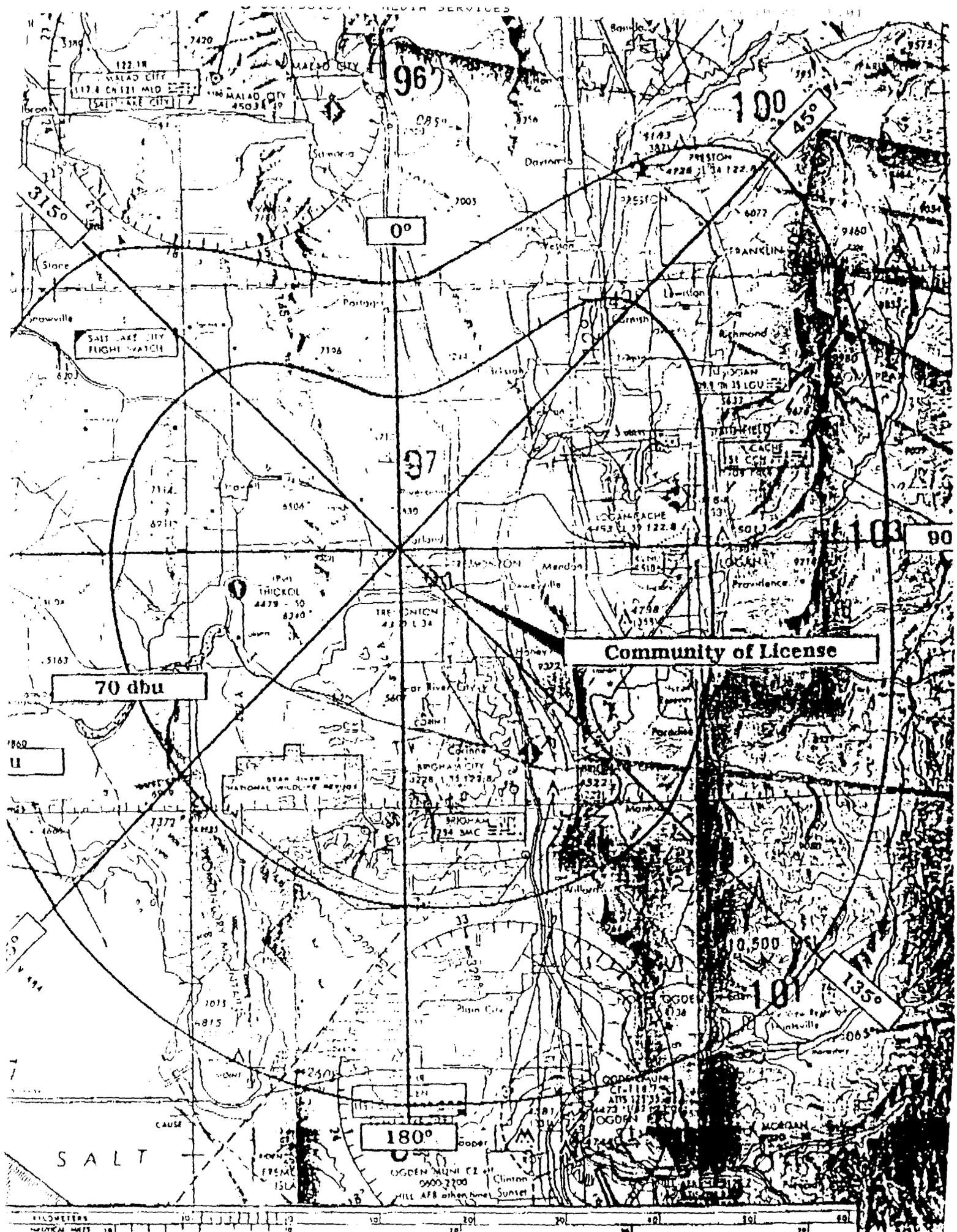


CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL

Northern Utah Broadcasting Company, Inc.
605 West Haven Drive
Logan, Utah 84321

AMENDMENT TO PENDING
APPLICATION FOR FM CONSTRUCTION PERMIT
Channel 286C2 12.5 kw ERP 301 meters HAAT
Tremonton, Utah
April 1990

Exhibit E-2
Transmitter Location



70 dbu

180°

Community of License

10,500 ft

101°

135°

CLASS C-2

Approved by OMB
3060-0031
Expires 6/30/95

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

FCC 314

APPLICATION FOR CONSENT TO
ASSIGNMENT OF BROADCAST STATION
CONSTRUCTION PERMIT OR LICENSE

(Please read instructions before completing this form.)

FOR
FCC
US
ONLY

FCC/MELLON JUN 19 1993

DOCKET FILE COPY ORIGINAL

FOR MASS MEDIA BUREAU USE ONLY
FILE NO. *BRL-930719 EC*

Section I - GENERAL INFORMATION

1. APPLICANT NAME
Northern Utah Broadcasting Company, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters)
605 West Haven Drive

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY: **Logan** STATE OR COUNTRY (if foreign address): **UTAH** ZIP CODE: **84301**

TELEPHONE NUMBER (include area code): **801 - 753-8090** CALL LETTERS: **KUFA/KGSC** OTHER FCC IDENTIFIER (IF APPLICABLE):

FOR MAILING THIS APPLICATION, SEE INSTRUCTIONS FOR SECTION 1

2. A. Is a fee submitted with this application? Yes No

B. If No, select the appropriate box to indicate reason for fee exemption (see 47 C.F.R. Section 1.1112) or reason a fee is not applicable and go to Question 3.

Governmental Entity Noncommercial educational licensee Other (Please explain):

C. If item 2.A. is Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number listed in Column (B).

| (A) | (B) | (C) | FOR FCC USE ONLY |
|---------------|----------------------------|---|------------------|
| FEE TYPE CODE | FEE MULTIPLE (if required) | FEE DUE FOR FEE TYPE CODE IN COLUMN (A) | |
| M P R | 2 | \$ 1,130.00 | 565.00 |

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

| (A) | (B) | (C) | FOR FCC USE ONLY |
|-----|-----|-----|------------------|
| | | \$ | |
| | | | |

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (2), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

| TOTAL AMOUNT REMITTED WITH THIS APPLICATION | FOR FCC USE ONLY |
|---|------------------|
| \$ | 1130.00 |

SECTION I (Page 2)

PART I - Assignor

| | | | |
|--|--|---------------|-------------------|
| 1. Name of Assignor Northern Utah Broadcasting Co. Inc. | Street Address 605 West Haven Drive | | |
| | City Logan | State Utah | ZIP Code 84321 |
| | Telephone Number (include area code) 801 - 753-8090 | | |

2. Authorization which is proposed to be transferred

(a) Call letters KUFA-AM & KGSC-FM Location Tremonton, Utah

KNEFL (10-11)

(b) Has the station commenced its initial program tests within the past twelve months? Yes No

If Yes, was the initial construction permit granted after comparative hearing? Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No.
I

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy? Yes No

If Yes, has the station been operated on-air for less than the past twelve months? Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No.
na

3. Call letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be assigned:

RPU KOS 370

4. Attach as an Exhibit a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. Exhibit No.
I

5. If this application is for assignment of a construction permit for an unbuilt station, submit as an Exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the assignor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station. Exhibit No.
na

6. State in an Exhibit whether the assignor, or any party to the assignor: Exhibit No.
II

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

(b) has had any interest in or connection with any application denied and/or dismissed with prejudice; or any FCC license which has been revoked.

The Exhibit should include the following information:

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number; and
- (4) location.

7. Since the filing of the assignor's last renewal application for the authorization being assigned or other application, has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application 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 governmental unit; or discrimination? Yes No

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation. Exhibit No.
na

SECTION I - GENERAL INFORMATION

Part II - Assignee

| | | | |
|--|---|-------------|-------------------|
| 1. Name of Assignee Evergreen Media Corporation | Street Address 341 South Bluff Street | | |
| | City St. George | State UT | Zip Code 84770 |
| | Telephone No. (include area code) 801 674-2233 | | |

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee? Yes No

If No, explain in an Exhibit.

| |
|-------------------|
| Exhibit No. na |
|-------------------|

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

- an individual a general partnership a for-profit corporation
 other a limited partnership a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

| |
|-------------------|
| Exhibit No. na |
|-------------------|

3. Complete if applicable, the following certifications:

(a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station. Yes No

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

(b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant? Yes No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant. Yes No

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the Instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.
- b. Citizenship.
- c. Office or directorship held.
- d. Number of shares or nature of partnership interests.
- e. Number of votes.
- f. Percentage of votes.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.
- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

| | | | |
|----|-----------------------------|--|--|
| a. | Evergreen Media Corporation | Lavon Randall 258 South 200 West Enterprise, Utah 84725 | |
| b. | Utah Corporation | USA | |
| c. | Does Not Apply | President | |
| d. | 10,000 | 10,000 | |
| e. | None | One | |
| f. | None | 100% | |
| g. | None | KLGG-FM, Delta, Utah (50%) KFMD-FM, St. George, Utah (50%) | |
| h. | None | Enterprise Cable Co. Enterprise, Utah (50%) | |

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?

Yes No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."

Yes No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.
na

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mv/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or

Yes No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?

Yes No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?

Yes No

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.
na

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?

Yes No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?

Yes No

If Yes, provide particulars as an Exhibit.

Exhibit No.
na

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

Yes No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

Yes No

(b) an application which has been denied by the Commission?

Yes No

(c) a broadcast station, the license of which has been revoked?

Yes No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

Yes No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.
III

- (1) Name of party having interest;
- (2) Nature of interest or connection, giving dates;
- (3) Call letters of stations or file number of application or docket; and
- (4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

Yes No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.
na

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

Yes No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.
na

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II.)

Yes No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

Yes No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.
na

14. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application 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 governmental unit; or discrimination?

Yes No

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

Yes No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.
na

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

Exhibit No.
na

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

Yes No
 Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.
na

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed re-sources to consummate the transaction and operate the facilities for three months.

Yes No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No
IV

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

Yes No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

Yes No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes No

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE 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).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

| | |
|--|---|
| Name of Assignor Northern Utah Broadcasting Company, Inc. | Signature  |
| Title President | Date June 30, 1993 |

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b). Yes No

The ASSIGNEE hereby waives 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 requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

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

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

| | |
|--|---|
| Name of Assignee EVERGREEN MEDIA CORPORATION | Signature  |
| Title President | Date June 28, 1993 |

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

PURCHASE AGREEMENT

This Agreement made and entered into this 11th day of June, 1993, by and between NORTHERN UTAH BROADCASTING COMPANY, INC. ("Seller"), and EVERGREEN MEDIA CORPORATION (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, NORTHERN UTAH BROADCASTING COMPANY, INC. is the licensee of KUFA (AM) and KGSC (FM), authorized by the Federal Communication Commission (hereafter "FCC" or "Commission") to operate in Tremonton, Utah hereafter referred to as "KUFA/KGSC" or "The Station" or "The Licensee");

WHEREAS, Seller has full authority to enter into this agreement;

WHEREAS, Buyer desires to acquire all of the personal property and leasehold interests and improvements including sole title to the antenna owned by Seller used in the operation of Station and to secure an assignment of Station's contracts, leases and network affiliation agreements (subject to the consent of the network), and the license and other authorizations issued by the Federal Communications Commission for the operation of Station (hereinafter referred to as FCC permits or Licenses), and Seller desires to sell, transfer and assign the same to Buyer;

~~X~~ WHEREAS, the FCC license may not be assigned to Buyer without the prior written consent of the Commission;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, the following shall have the following meanings:

(a) "Assignment Application" refers to the FCC application form 314 which Seller and Buyer will join in and file with the Commission requesting its unconditional, written consent to the assignment of the FCC License from Seller to Buyer;

(b) "Final Order" means action by the Commission granting its consent and approval to the Assignment Application which is no longer subject to administrative or judicial reconsideration, review or rehearing;

(c) "Closing Date" means the tenth (10th) business day following the date that the Commission's Order granting its consent to the transfer of control has become final or such other date as may be set by mutual agreement of the parties;

(d) "Closing Place" means the offices of Buyer, or such other place as the parties may mutually agree to in writing;

(e) "Purchased Assets" means all of the assets to be sold to "Buyer" hereunder.

2. Assets to be Sold and Conveyed. On the Closing Date at the Closing Place, Seller will sell, assign, convey, transfer and deliver to Buyer by instruments of conveyance in form satisfactory to Buyer, and Buyer will acquire and purchase:

(a) The FCC permit and Licenses as listed in Exhibit A attached hereto, including all of Seller's right, title and interest in and to Station call letters "KUFA/KGSC".

(b) All of the personal tangible property, physical assets, equipment and leasehold improvements including the antenna owned by Seller used or intended to be used in the operation of Station as listed in Exhibit B, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the acquisition of similar property or assets of greater or equal value (hereinafter referred to as Personal Tangible Assets), free and clear of all mortgages, liens, charges, claims, pledges security interests and other encumbrances whatsoever.

(c) All rights, licenses, permits, authorizations, patents, patent formulae, trademarks, trade names, logos, service marks, copyrights and other intangibles of Seller, including any network affiliation agreements, which are used, useful or intended to be used in the operation of Station.

(d) Such files, records and logs pertaining to the operation of the Station as Buyer shall require in the normal course of Station operations, including all contracts, leases and agreements assigned hereunder. Buyer and Seller shall each allow the other reasonable access to such Station records which are not more than five (5) years old from and after the Closing Date and any older such records as may be readily available. After closing hereunder, each party shall forward to the other party all correspondence, documents or payments relating to the assets sold hereunder to which the other party is entitled under the terms of this Agreement.

3. Purchase Price and Payment. The price for the Purchased Assets shall be the sum of Sixty Five-Thousand (\$65,000.00) Dollars. Twenty-Thousand (\$20,000.00) Dollars down which the Seller acknowledges having received and the balance of Forty Five-Thousand (\$45,000.00) Dollars due on the closing date. *

4. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Organization and Standing. Seller is now and on the Closing Date fully authorized and empowered to sell and assign sufficient and legally complete title to all assets of KGSC as contemplated herein.

(b) Authorization. All necessary actions to duly approve the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been taken by Seller, and this Agreement constitutes a valid and binding agreement of Seller enforceable in full accordance with its terms.

(c) Licenses. Seller is now and on the Closing Date will be the holder of the FCC Permits or Licenses as listed in **Exhibit A**. The FCC Permits or Licenses constitute all of the licenses and authorizations required for and/or used in the operation of station as now operated, and the FCC Permits or Licenses are now and on the closing date will be in full force and effect and unimpaired by any act or omission of Seller, or its officers, directors, employees or agents. The Seller has filed for a Construction Permit with the Federal Communications Commission for an upgrade in service for which the Seller makes no representations. The Seller agrees to assist the Buyer as requested to facilitate the completion of the CP and such other changes which may be by the Buyer. There is not now pending, or to the knowledge of Seller threatened, any action by or before

the Commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC Licenses. There is not now pending, issued or outstanding by or before the FCC, or to the knowledge of Seller threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability or Notice of Forfeiture or material complaint against Station or Seller. In the event of any such material action, or the filing or issuance of any such order, notice or complaint or Seller's learning of the threat thereof, Seller shall promptly notify Buyer of same in writing and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice or complaint. Section is now and on the Closing Date will be operating in accordance with licensed values and in compliance with the FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and policies of the Commission.

(d) Insurance. All the Personal Tangible Assets are now and will be through the Closing Date fully insured by Seller against fire, windstorm, casualty and liability;

(e) Litigation. No judgment is issued or outstanding against Station or Seller. Except for matters affecting the broadcasting industry generally, no litigation, action, special assessment, charge, lien, suit, judgment proceedings or investigation is now or on the Closing Date will be pending or outstanding before any forum, court, or governmental body, department or agency of any kind, or to the knowledge of Seller threatened, to which Seller or the Station is a party, which might reasonably result in any material adverse change in the business, prospects or condition of Station or its assets, or which affects any of its assets, or which affects any of the Personal Tangible Assets, Intangible Assets, or other property to be sold hereunder, or which has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transactions contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement, or which would have an adverse effect upon the Assignment Application, and Seller does not know of any basis for such claim, litigation, action, special assessment, charge, lien, suit, judgment, proceeding or investigation;

(f) Disclosure. Seller has made full disclosure of all material events and facts pertaining to the operation and business of the Station of which it has knowledge, information and belief. No covenant, representation or warranty by Seller and no written statement, certificate, appendix or schedule furnished or to be furnished by

Seller pursuant hereto or in connection with the transactions contemplated hereby contain any untrue statement of a material fact or omits or will omit any material fact necessary to make the statements contained therein not misleading and to provide Buyer with complete and accurate information as to Station and its affairs;

(g) Compliance with Applicable Laws. To the best of Seller's knowledge, information and belief, the Station and all of the Personal Tangible Assets and Intangible Assets are now and on the Closing Date will be in material compliance with applicable laws, ordinances, regulations, rules and orders. Seller now has and on the Closing Date will have all requisite corporate and other power and all necessary permits, certificates, licenses, approvals, consents and other authorizations required to carry on and conduct Station's business and to own, lease, use and operate Station's properties at the place and in the manner in which Station's business is conducted.

5. Affirmative Covenants of Seller. Between the date hereof and the Closing Date of this Agreement, Seller shall:

(a) Continue to operate Station: (i) in the usual and ordinary course of business; (ii) in conformity with the FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations and policies of the Commission; and (ii) in conformity with all other applicable laws, ordinances, regulations, rules and orders;

6. Negative Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement, Seller shall not, without the prior written consent of Buyer, which consent shall not be unreasonably withheld:

(a) Sell, assign, lease or otherwise transfer or dispose of any of the Personal Tangible Assets or Intangible Assets, whether now owned or hereby acquired, except for retirements in the normal and usual course of business in connection with the acquisition of similar property or assets of greater or equal value;

(b) Change Station's call letters, modify Station's facilities, apply for any construction permits with the Commission which would result in any material adverse changes in Station's facilities or authorizations, or make any material adverse changes in Station's buildings, leasehold improvements and other improvements and fixtures.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

(a) Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah;

(b) Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions to be performed hereunder has been taken by Buyer, and this Agreement does constitute a valid and binding agreement of Buyer enforceable in accordance with its terms;

(c) Qualifications. Buyer is now and on the Closing Date will be legally, technically and financially qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC promulgated thereunder, to become the Permittee or licensee of Station and knows of no reason why the Commission will not consent to Buyer becoming the Permittee or licensee of the Station; and

8. Conditions Precedent to Buyer's Obligations. The obligation of the Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Closing Date of each of the following conditions:

(a) Commission Approval. The Commission shall have given its written consent to the Assignment Application, and such consent shall have become a Final Order;

(b) Representations and Warranties. The material representations and warranties of the Seller contained in this agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time;

(c) Performance. Seller shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Closing Date;

(d) FCC Licenses. On the Closing Date, Seller shall be the holder of the FCC Permits or Licenses as listed in **Exhibit A** hereof. No proceedings shall be pending or threatened which may result in the revocation, cancellation, suspension or modification of any such FCC Licenses;

(e) Consents. All necessary approvals and consents to the assignment to Buyer hereunder of the contracts, agreements and leases to be assigned to and assumed by Buyer hereunder shall have been obtained and delivered to Buyer;

9. Control of Station. This Agreement shall not be consummated until after the Commission has given its written consent and approval to the Assignment Application. Between the date of this Agreement and the Closing Date, Buyer, its employees or agents, shall not directly or indirectly control, supervise or direct or attempt to control, supervise or direct the operation of Station, but such operation shall be the sole responsibility of and in the complete discretion of Seller.

10. Commission Approval. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer which has not been caused by Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the operation of the Station, and such consent having become final. For all purposes of this Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, request for stay, petition for rehearing or appeal has been filed or is pending. The parties may mutually agree to waive the requirement that such consent shall have become final.

11. Filing of Application. Buyer and Seller agree to proceed as expeditiously as practical, and in any event no later than fifteen (15) days after the execution of this Agreement by all parties hereto, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth. The parties agree that such application will be filed promptly with the FCC, and that it will be prosecuted in good faith and with due diligence by each party. Each party will be solely responsible for

the expenses incurred by it in the preparation, filing and prosecution of the application. Seller and Buyer acknowledge that time is of the essence with regard to this transaction and that they shall furnish promptly all information reasonably requested by the Commission during its consideration of the application filed pursuant to this paragraph. Neither party shall willfully furnish the Commission incorrect, inaccurate, or incomplete information.

12. Termination by Non-Action of Commission. If the conditions set forth in Paragraph 12 hereof are not met within seven (7) months from the date of the filing of the application, either party, at its option, by notice of termination to the other party prior to the date when the Commission's consent (if any) becomes final within the meaning of Paragraph 12 hereof may terminate this Agreement without liability on the part of the terminating party; provided, however, that the terminating party shall not be in default under the provisions of this Agreement, or if a delay in any decision or determination by the Commission respecting the application has been caused or materially contributed to by any failure on the part 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.

13. Termination on Notice for Hearing. If the Commission designates the application contemplated by this Agreement for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing if the terminating party shall not be in default under the provisions of this Agreement.

14. Default.

(a) In the event of default by Buyer prior to or at Closing, Seller shall serve by U.S. Express Mail, or equivalent service, written notice thereof upon Buyer in accordance with Paragraph 22 of this Agreement. At any time after the expiration of fifteen (15) days from the date of receipt by Seller of evidence of delivery of such notice, Buyer shall forfeit to Seller the sum of \$10,000.00 which had been paid to seller upon execution of the letter of intent dated June 10, 1993 and such forfeited sum shall constitute full and complete liquidated damages and the sole remedy for any such default by buyer.

15. Risk of Loss. The risk of loss or damage to any of the assets of Station from fire or other casualty or cause shall be upon Seller at all times up to the Closing on the

Closing Date, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the assets to their condition prior to any such loss or damage. In the event of any such loss or damage, Seller shall notify Buyer of same in writing immediately, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace or restore any such property to its former condition subject to the conditions as stated herein.

16. Indemnification by Seller.

(a) It is understood and agreed that the Buyer does not assume and shall not be obligated to pay, any liability of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations of Seller of any kind or manner, except by reason of contracts expressly assumed by the Buyer hereunder and with respect to such contracts only such obligations which arise subsequent to the Closing Date, or as herein provided. Seller hereby agrees to indemnify, defend and hold harmless the Buyer, its successors and assigns, from and against:

(b) Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of the Station prior to the close of business on the broadcast day before the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the close of business on the broadcast day before the Closing Date under any contract, agreement, lease or written undertaking assumed by Buyer hereunder; and

(c) Any and all Damages occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment of any condition or agreement on the part of the Buyer under this Agreement, or from any certificate, agreement, appendix, schedule or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(d) Buyer shall notify the Seller in writing within thirty (30) days of the closing date of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Paragraph 16. With respect to threatened or asserted claims of third parties, Seller shall promptly defend such claim by counsel of its own choosing.

(e) If Seller within thirty (30) days after such written notice of a claim fails to cure said claim or to defend Buyer, Buyer shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of Seller, subject to the right of Seller to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof.

17. Indemnification by Buyer.

(a) Buyer, in connection with any warranties made herewith and Buyer's operation of the Station, agrees to indemnify, defend and hold harmless the Seller, its successors and assigns, from and against:

(b) Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of the Station subsequent to the close of business on the broadcast day before the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed subsequent to the close of business on the broadcast day before the Closing Date under any contract, agreement, lease or written undertaking assumed by Buyer hereunder; and

(c) Any and all damages occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment of any agreement on the part of Buyer under this Agreement, or from any certificate, agreement, appendix, schedule or other instrument furnished to the Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(d) Buyer shall notify the Seller in writing within thirty (30) days of the closing date of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Paragraph 16. With respect to threatened or asserted claims of third parties, Seller shall promptly defend such claim by counsel of its own choosing.

(e) If Seller within thirty (30) days after such written notice of a claim fails to cure said claim or to defend Buyer, Buyer shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of Seller, subject to the right of Seller to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof.

17. Indemnification by Buyer.

(a) Buyer, in connection with any warranties made herewith and Buyer's operation of the Station, agrees to indemnify, defend and hold harmless the Seller, its successors and assigns, from and against:

(b) Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of the Station subsequent to the close of business on the broadcast day before the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed subsequent to the close of business on the broadcast day before the Closing Date under any contract, agreement, lease or written undertaking assumed by Buyer hereunder; and

(c) Any and all damages occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment of any agreement on the part of Buyer under this Agreement, or from any certificate, agreement, appendix, schedule or other instrument furnished to the Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(d) Seller shall notify the Buyer in writing within thirty (30) days of the closing date of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Paragraph 16. With respect to threatened or asserted claims of third parties, Buyer shall promptly defend such claim by counsel of its own choosing.

(e) If Buyer within reasonable time after notice of a claim fails to cure said claim or to defend Seller, Seller shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the accounting and risk of Buyer subject to the right of the Buyer to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof.

18. Expenses. All expenses incurred in connection with this transaction shall be borne by the party incurring same.

19. Seller's Performance at Closing. On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer, in form and substance reasonably satisfactory to Buyer and/or its counsel;

(a) One or more Bills of Sale conveying to Buyer all of the Personal Tangible Assets to be acquired by Buyer hereunder;

(b) One or more assignments assigning to Buyer the FCC Licenses and Intangible Assets to be acquired by Buyer hereunder;

(c) An assignment assigning to Buyer the contracts, leases and agreements to be assigned to Buyer hereunder together with necessary consents thereto and the original copies of said contracts and agreements;

20. Survival of Covenants, Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing Date notwithstanding any investigations made by or on behalf of the parties hereto.

21. Finders, Consultants and Brokers. The parties hereto hereby represent and warrant to one another that there has been no finder, broker or consultant involved in the negotiations leading up to the execution of this Agreement and no finder's, broker's or consultant's fees or commissions are payable in connection with the transactions contemplated hereby.

22. Notices. Except as otherwise provided herein, all 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 sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to Seller:

Greg Merrill
P.O. Box 744
Logan, Utah 84321

(b) If to Buyer:

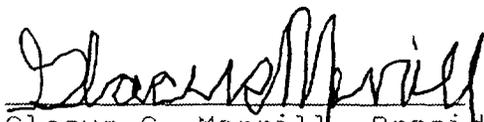
Morgan Skinner
341 south Bluff
St. George, Utah 84770

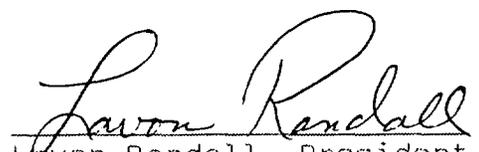
or any such other addresses as the parties may from time to time designate in writing.

23. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement or the agreement delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

24. Force Majeure. If either Sellers or Buyer is prevented from performing its obligations hereunder by a Force Majeure, or any other similar cause beyond the control of the parties, this Agreement shall terminate and the parties' obligations beyond that time shall be terminated, and neither shall be liable to the other for a breach caused thereby.

EXECUTED on the above date.


Glacus G. Merrill, President
Northern Utah Broadcasting
Company, Inc.


Lavon Randall, President
Evergreen Media Corporation