

## **NETWORK AFFILIATION AGREEMENT**

This Network Affiliation Agreement ("Agreement") is made as of this 15th day of January, 2009 by and between THE KALIL HOLDING GROUP, LLC, an Arizona limited liability company ("Licensee"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("EMF").

### **WITNESSETH:**

WHEREAS, Licensee is the licensee of radio stations WFZX(FM), Searsport, Maine (Facility ID 59505) and WGUY(FM), Dexter, Maine (Facility ID 28185) (the "Stations") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, contemporaneously with the execution of this Agreement, Licensee and EMF have entered into an Asset Purchase Agreement (the "APA") providing for the transfer of assets used in the operation of the Stations from Licensee to EMF on the terms and subject to the conditions set forth therein; and

WHEREAS, EMF operates a programming network which broadcasts a unique blend of Christian-based, family-oriented programming known as the "K-LOVE" radio format; and

WHEREAS, EMF desires to obtain programming time on the Stations in order to rebroadcast K-LOVE's programming from the facilities of the Stations, and Licensee desires to provide programming time to EMF on the Stations pursuant to Section 325(a) of the Communications Act of 1934, as amended (the "Communications Act"), and applicable FCC regulations in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration received by each party, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Programming. Subject to the terms of this Agreement, EMF agrees to provide and authorizes Licensee to broadcast K-LOVE's programming. Simultaneously upon receipt of K-LOVE's programming, Licensee agrees to broadcast the programming of K-LOVE on the facilities of the Stations without interruption, deletion, or addition of any kind, except as otherwise expressly permitted herein.

2. Term. The term (the "Term") of this Agreement shall commence on the date the Stations begin to broadcast K-LOVE's programming, to be determined by EMF in its sole discretion (the "Effective Date") and, unless earlier terminated as provided in this Agreement, shall continue for a period of six (6) months thereafter; provided, that this Agreement shall remain in effect until such time as the APA is either terminated in accordance with its terms or the transactions provided for therein are consummated.

3. Hours of Programming. During the Term of this Agreement, EMF will supply the K-LOVE programming during all hours of the Stations' operations and Licensee will transmit all programming supplied by EMF, except as otherwise provided in Sections 4 and 5 below and subject to the provisions set forth in Section 15 below with respect to force majeure. EMF will provide all such programming, produced at its own cost and expense. EMF shall install a satellite-receive dish at a mutually agreed upon location at the Stations' studios or elsewhere to receive the K-LOVE programming.

4. Reservation of Time. Licensee specifically reserves, at its option, for its own use two (2) hours per week of programming time (the "Reserved Time") during which it may broadcast programming of its own choice on the Stations. Unless otherwise mutually agreed upon by the parties, Licensee may run its programming during the Reserved Time on Sunday mornings between the hours of 6 AM to 8 AM.

5. Licensee's Regulatory Obligations.

(a) Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as an FCC licensee to make the ultimate programming decisions for the Stations and to exercise ultimate control and responsibility with respect to the operations of the Stations. Licensee will be responsible for ensuring that the Stations' overall programming is responsive to community needs and serves the public interest. To that end, Licensee has the authority, in its sole discretion, to:

(i) reject and refuse to transmit any programming produced or proposed by EMF that Licensee in its good faith deems to be unsatisfactory, unsuitable, or contrary to the public interest, as determined by Licensee in its sole discretion;

(ii) originate or rebroadcast from any source any programming which Licensee, in its sole, good faith discretion, deems to be of greater local or national importance than the programming supplied by EMF or which Licensee believes will better serve the needs and interests of either Station's service area; and

(iii) interrupt EMF's programming in case of an emergency.

(b) In the event that Licensee rejects any of EMF's programming pursuant to subparagraph (a)(i) above, Licensee shall, insofar as practicable, give EMF reasonable prior notice of its objection to EMF's proposed programs, including the basis for such objection, and shall use commercially reasonable efforts to give EMF a reasonable opportunity to substitute acceptable replacement programming. EMF shall air the Stations' hourly station identification announcements on behalf of Licensee so that such announcements are aired in accordance with FCC rules, regulations and policies ("FCC Rules").

(c) Licensee, solely for the purpose of ensuring EMF's compliance with applicable law, including without limitation FCC Rules and the Stations' policies, shall be entitled to review on a confidential basis any programming material relating to K-LOVE broadcasts as it may reasonably request. EMF shall provide Licensee, at Licensee's request, with copies of all correspondence relating to K-LOVE's broadcasts on the Stations and all complaints received from the public that pertain to the Stations.

(d) EMF shall cooperate with Licensee to assist Licensee in complying with the provisions of the Communications Act regarding political advertising for federal candidates. EMF shall supply such information promptly to Licensee as may be necessary to comply with the equal opportunity and reasonable access requirements of the Communications Act.

6. Operation of the Stations.

(a) Licensee shall employ at its expense such employees to direct the day-to-day operations of the Stations as may be necessary to comply with the provisions of the Communications Act and applicable FCC Rules regarding main studio staffing and such additional personnel as shall be necessary to enable Licensee to perform its obligations under this Agreement. All such employees will report to and be accountable solely to Licensee.

(b) Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of the Stations, including costs of maintaining and repairing the studio facilities, the Stations' transmitters and antennas, the cost of electricity and other utilities, rental payments, music licensing fees, taxes and the salaries, taxes, insurance and related costs for all personnel employed by Seller at the Stations. EMF personnel shall be allowed reasonable access to the Stations to make any necessary repairs if Licensee is unable or unwilling to do so and EMF shall be entitled to credit the Monthly Payment (defined below) to account for repair costs.

(c) At its own expense, and in compliance with any applicable statutes and FCC Rules, EMF may provide and install any equipment it deems necessary or useful to supply its programming to the Stations, under the supervision of Licensee. Upon termination of this Agreement, such property will remain the sole property of EMF and EMF shall promptly remove all such equipment from the premises of the Stations. EMF may, at its option, use Licensee's studios and other facilities to exercise its rights and perform its obligations under this Agreement, provided that EMF shall pay to Licensee, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month for the use of Licensee's studio, which includes EMF's use of the studio to program both Stations.

7. Noncommercial Nature of EMF Broadcasts. EMF represents and warrants to Licensee that EMF is a California non-profit corporation which broadcasts the K-LOVE programming on a noncommercial basis with revenues generated through contributions and donations received from contributors and donors residing within communities receiving K-LOVE's broadcast programming. EMF further covenants to Licensee that the Stations shall not broadcast any commercial announcements during the hours in which the K-LOVE signal is rebroadcast over the Stations. Licensee acknowledges that all donations received from listeners within the Stations' service areas as a result of the rebroadcasting of K-LOVE's program signal

shall be the sole property of EMF. Licensee shall promptly forward any donations it receives to EMF at the address specified for notices herein, along with an accounting specifying the name and address of each such donor, and the date on which the donations were received.

8. Consideration. In consideration for the air time made available on the Stations by Licensee to EMF during the Term of this Agreement, EMF will reimburse Licensee for reasonable operating expenses, up to a monthly aggregate amount of \$\_\_\_\_\_ payable upon EMF's receipt of a detailed statement of the expenses incurred (the "Monthly Payment").

9. Credits. EMF may elect to reduce the amounts to be paid to Licensee pursuant to Section 8 above on a pro rata basis for any month in which: (a) Licensee voluntarily decides to preempt EMF's programming pursuant to Section 5(a)(i) or (ii) of this Agreement; or (b) the Stations are unable, due to a failure of the equipment maintained by Licensee, to meet the minimum programming requirement set forth in Section 3 above with respect to the broadcast of EMF's programming, in each case such reduction shall be based upon the hours or fraction thereof by which the Stations fail to meet that minimum hour requirement. EMF shall be entitled to a credit in the amount of the reduction against any subsequent payment to be made to Licensee under Section 8 above.

10. Limited Grant. Nothing herein contained shall be construed as an assignment or grant to Licensee of any right, title or interest in or to any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with K-LOVE or EMF beyond the grant of a limited rebroadcast consent on the terms herein specified. All rights not specifically granted to Licensee hereunder in and to K-LOVE's programming and signal and the content thereof are reserved to EMF for its sole and exclusive use, disposition and exploitation. Moreover, the parties hereto understand and agree that third persons may hold copyrights or other legal rights in and to certain programs broadcast on K-LOVE and that the right to rebroadcast K-LOVE's signal granted hereunder shall not be deemed in any way to cover, convey or transfer such rights of third persons.

11. Representations, Warranties and Covenants of Licensee. Licensee hereby makes the following representations, warranties and covenants to EMF:

(a) This Agreement constitutes a legal, valid and binding obligation of Licensee, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach of or default under any contract, agreement, or other commitment to which Licensee is a party or may be bound.

(c) Licensee shall operate the Stations and shall maintain the Stations' facilities in material compliance with the Communications Act and all applicable FCC Rules, including but not limited to the FCC's sponsorship identification rules. Licensee shall maintain

as reasonably necessary.

(d) Licensee shall retain, on a full-time, part-time, or contract basis, a qualified engineer who shall be responsible for maintaining the transmission facilities of the Stations. Licensee shall also retain a chief operator, as that term is defined by FCC Rules (who may also hold the position of engineer), who shall be responsible for maintaining compliance by the Stations with the technical operating and reporting requirements established by the FCC, and Licensee shall be responsible for ensuring that qualified control operators monitor and control the Stations' transmissions in material conformity with FCC requirements.

(e) Licensee shall maintain a main studio and staff in material conformity with FCC requirements at all times during the Term, and Licensee shall maintain an appropriate public inspection file, and shall maintain that file as may be required by present or future FCC Rules.

(f) Licensee possesses and will maintain all rights necessary to broadcast the programming supplied hereunder, including such rights as may be necessary to permit Licensee to rebroadcast the programming supplied hereunder, provided that Licensee shall maintain at its expense all necessary BMI, ASCAP, and SESAC licenses with respect to programs provided and broadcast by Licensee.

12. Representations, Warranties and Covenants of EMF. EMF hereby makes the following representations, warranties and covenants to Licensee:

(a) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of EMF, and this Agreement constitutes a legal, valid and binding obligation of EMF, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which EMF is subject or constitute a breach or default under its charter, bylaws or any contract, agreement, or other commitment to which EMF is a party or may be bound.

(c) The programming supplied by EMF for broadcast on the Stations will comply with all applicable laws, including without limitation, the Communications Act and FCC Rules.

(d) EMF will immediately send to Licensee copies of any letters or complaints concerning the programming supplied by EMF or the operation of the Stations received by EMF for review and placement in the Stations' public inspection file.

(e) The provision of programming by EMF pursuant to this Agreement will comply with the provisions of Section 73.3555(a)(1) of the FCC's Rules (including the Notes thereto) concerning multiple ownership.

(f) EMF will not accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, “Consideration”), unless the payer is identified in the program for which Consideration was provided as having paid or furnished such Consideration, in accordance with the Communications Act and FCC Rules.

### 13. Termination.

(a) EMF’s Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by EMF under this Agreement:

- (i) EMF fails to make any Monthly Payment;
- (ii) EMF fails to observe or perform any other material covenant, condition or agreement contained in this Agreement;
- (iii) EMF breaches or violates any material representation or warranty made by it under this Agreement; or
- (iv) The APA is terminated due to a breach thereof by EMF.

(b) Licensee's Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by Licensee under this Agreement:

- (i) Licensee fails to observe or perform any material covenant, condition or agreement contained in this Agreement;
- (ii) Licensee breaches or violates any material representation or warranty made by it under this Agreement; or
- (iii) The APA is terminated due to a breach thereof by Licensee.

(c) Cure Period. EMF shall have ten (10) days from the date that Licensee has provided EMF with written notice that EMF is in default in its obligation to make the Monthly Payment to cure such Event of Default. In the case of all other Events of Default, the defaulting party shall have thirty (30) days from the date on which EMF has provided Licensee or Licensee has provided EMF, as the case may be, with written notice specifying the Event(s) of Default to cure any such Event(s) of Default. If the Event of Default cannot be cured by the defaulting party within the specified time period, but the defaulting party is making commercially reasonable efforts to effect a cure or otherwise secure or protect the interests of the non-defaulting party (in which case, if successful, the Event of Default shall be deemed cured), then the defaulting party shall have an additional period not to exceed thirty (30) days to effect a cure or a deemed cure.

(d) Termination for Uncured Event of Default. If an Event of Default by EMF has not been cured or deemed cured within the periods set forth in Section 13(c) above,

then Licensee may terminate this Agreement immediately upon written notice to EMF, and Licensee shall be entitled to pursue the remedy provided for under the APA. If an Event of Default by Licensee has not been cured or deemed cured within the periods set forth in Section 13(c) above, then EMF may terminate this Agreement immediately upon written notice to Licensee, and pursue all remedies provided for under the APA.

(e) Termination Related to the APA. Notwithstanding Sections 13(c) and (d) above, this Agreement shall terminate immediately upon the Closing Date (as defined in the APA) or upon termination of the APA. Either party may immediately terminate this Agreement if the APA is terminated because of a material default thereunder. The parties shall be entitled to pursue all remedies provided for under the APA.

(f) This Agreement may be terminated by either Licensee or EMF by written notice to the other in the event this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final (i.e., an action that has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition, or appeal or reconsideration by the FCC on its own motion has expired).

In the event of termination, all rights and privileges granted to Licensee hereunder shall forthwith cease and terminate and revert to EMF for EMF's sole and exclusive use and disposition, and Licensee shall cease any further use of K-LOVE's programming and signal and the content thereof, including without limitation any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with K-LOVE.

#### 14. Indemnification.

(a) EMF shall indemnify, defend and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (hereinafter referred to as "Loss and Expense"), arising out of: (i) the content of programming furnished by EMF under this Agreement; (ii) any misrepresentation or breach of any warranty of EMF contained in this Agreement; (iii) the actions of EMF's employees and agents on the premises maintained by Licensee including, without limitation, any premises used in connection with the operation of the Stations; and (iv) any breach of any covenant, agreement, or obligation of EMF contained in this Agreement.

(b) Licensee shall indemnify, defend and hold harmless EMF from and against all Loss and Expense arising out of the breach of any representation, warranty or covenant of Licensee contained in this Agreement.

15. Force Majeure. Licensee shall not be liable for any failure of performance hereunder due to causes beyond its commercially reasonable control, including without limitation, acts of God, equipment malfunction or commercial power failure or reduction. In the

event of the occurrence of any such event, Licensee agrees to use commercially reasonable efforts to resume performance as promptly as practicable.

16. Assignment. This Agreement shall be binding upon each party's successors and assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

17. No Joint Venture. Nothing contained herein shall be deemed to create any joint venture, partnership, or principal-agent relationship between EMF and Licensee, and neither party shall hold itself out in any manner which indicates any such relationship with the other.

18. Notices. All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Licensee, to:

The Kalil Holding Group, LLC  
6363 N. Swan Road  
Suite 200  
Tucson, AZ 85718  
Attn: Steven R. Backerman

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

Lewis J. Paper, Esq.  
Dickstein Shapiro LLP  
1825 Eye Street, NW  
Washington, DC 20006

If to EMF, to:

Mr. Mike Novak, President/CEO  
Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
(Telecopier: 916-251-1600)

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



David D. Oxenford, Esq.  
Davis Wright Tremaine LLP  
1919 Pennsylvania Ave., NW, Suite 200  
Washington, D.C. 20006

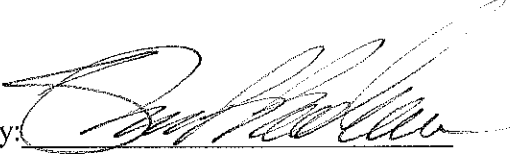
19. Entire Agreement; Modifications. This Agreement, along with the APA, contains the entire understanding between the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. No amendment or modification of this Agreement shall be binding on either party hereto unless first reduced to writing and signed by both parties hereto.

20. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maine without regard to conflicts of law principles.

*[THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Network Affiliation Agreement as of the day and year first above written.

**THE KALIL HOLDING GROUP, LLC**

By:   
Its: \_\_\_\_\_

**EDUCATIONAL MEDIA FOUNDATION**

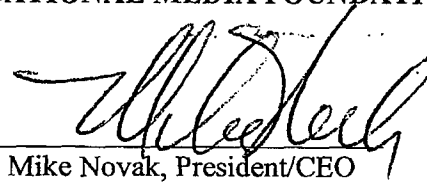
By: \_\_\_\_\_  
Mike Novak, President/CEO

IN WITNESS WHEREOF, the parties hereto have executed this Network Affiliation Agreement as of the day and year first above written.

**THE KALIL HOLDING GROUP, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EDUCATIONAL MEDIA FOUNDATION**

By:   
Mike Novak, President/CEO