

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of August 15, 2006 (this "Agreement"), by and between BROADCAST LEARNING CENTER, INC., a New Jersey non-profit corporation ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of radio station WSJI(FM), Cherry Hill, New Jersey (Channel 208, 89.5 MHz) (the "Station") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire substantially all of the assets owned or leased by Seller and used or useful in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and used or useful in connection with the operation of the Station (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), including without limitation:

(i) Seller's equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property used or useful in the conduct of the business or operations of the Station (the "Tangible Personal Property"), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, including without limitations the property set forth on Schedule 1 hereto;

(ii) All of the licenses, permits, applications, and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by, or granted by, or filed with the FCC, the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station, including without limitation those set forth on Schedule 2 hereto;

(iii) Any leasehold interests held by Seller in the Station's current or proposed tower sites, and any information or informal arrangements of Seller with respect to real property to be used as a Station tower site, including buildings, fixtures and other improvements, leasehold interests, easements, licenses, rights of access, rights of way and improvements which are held by Seller and intended for use in the construction, business, or operations of the

Station's tower site facility as of the date hereof (the "Real Property") identified on Schedule 3 hereto;

(iv) All of Seller's logs, books, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of the Station, including without limitation all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Station; and

(v) All of Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the call letters) used in connection with the operation of the Stations and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable ("Permitted Liens"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement unless otherwise specifically agreed to herein. All of such liabilities and obligations which are to be assumed by Buyer, shall be referred to herein as the "Assumed Liabilities." All such liabilities not specifically assumed by Buyer shall be retained by Seller and are referred to herein as the "Retained Liabilities". Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Stations or any liability for any employee benefit plan or arrangement of Seller for the Station's employees.

(c) The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the Seller's operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, leases (except any Real Property Leases identified on Schedule 3 hereto) and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

- (iv) All deposits and all prepaid expenses and taxes; and
- (v) Seller's corporate records.

2. **Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller, Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000), the Purchase Price (the "Purchase Price"), which shall be payable to Seller at Closing as follows:

(i) On the Closing Date, Buyer shall pay to Seller by wire transfer of immediately available funds, the sum of Six Hundred Thousand Dollars (\$600,000); and

(ii) On the Closing Date, Buyer shall execute and deliver to Seller a promissory note substantially in the form attached hereto as Exhibit A (the "Note") in the aggregate principal amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000). The principal of and interest on the Note shall be amortized over a term of one hundred twenty (120) months, provided, however, that all principal and interest outstanding hereunder shall be due and payable ninety six (96) months after the date hereof (the "Note Term"). The loan evidenced by the Note shall bear interest at the rate of five percent (5%) per annum. Buyer shall pay monthly, in arrears, installments of principal and interest in the amount of \$19622.12 each, commencing on the 30th day after the Closing Date and continuing on the same calendar day of each succeeding month. If any payment date shall be a day that is not a regular business day, then payment shall be due on the next regular business day thereafter. Buyer may prepay all or any portion of the principal of the Note from time to time without penalty; and

(iii) To secure Buyer's payment obligations under the Note, Buyer shall execute and deliver to Seller on the Closing Date a Security Agreement substantially in the form of Exhibit B hereto (the "Security Agreement") granting a first priority security interest in the Assets conveyed to Buyer hereunder, excluding the FCC Licenses solely and all proceeds from the FCC Licenses.

(b) Concurrently with the execution of this Agreement, Buyer has delivered to WashingtonFirst Bank (the "Escrow Agent") the sum of One Hundred Twenty-Two Thousand Five Hundred Dollars (\$122,500) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(c) The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. On

the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

3. **FCC Consent; Assignment Application.**

(a) At a date not later than ten (10) business days after the execution of this Agreement, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

(b) Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC's "main studio" rules, such waiver to be effective on or after the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer's expense.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") fixed by Buyer which shall be no later than ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) and the other conditions to closing set forth in Section 8 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action 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. The Closing shall be held at the offices of Davis Wright Tremaine LLP, 1500 K Street, NW, Suite 450, Washington, D.C., or at any other location agreed upon by Buyer and Seller, or by mail.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a not for profit corporation organized, validly existing and in good standing under the laws of the State of New Jersey. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) to the extent applicable to Seller, constitute a violation of or conflict with Seller's articles

of incorporation, by-laws or other similar organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller for use in connection with the operation of the Station. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. The assets listed in Schedule 1 hereto include all material Tangible Personal Property necessary to conduct the business and operations of the Station as now conducted (other than those assets which are Excluded Assets). Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC and FAA, and (iv) to Seller's best knowledge, does not contain any PCBs. For purposes of this Section, material Tangible Personal Property shall be such items of property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. Except as set forth in Schedule 2, Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the "Communications Laws"), including that the Station is transmitting at no less than 90% of its authorized power. The Station is not short spaced to any other station and the Station is not transmitting or receiving any objectionable interference to or from any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller

maintains a public inspection file for the Station and, to Seller's knowledge, such file complies with the Communications Laws.

(e) The existing and proposed towers specified for use in the operation of the Station are obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Seller has complied in all material respects with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required at this point in time. The Station's current and proposed towers have been properly registered with the FCC at the coordinates specified in the FCC Licenses. The operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below).

(f) Schedule 3 contains a complete description of all real property leased in connection with the Seller's operation of the current and proposed tower facilities of the Station, including legal description, owner and use (the "Real Property"). The Real Property constitutes the only real properties required to operate the Station in the manner in which it is presently operated. Seller has a valid leasehold interest in the Real Property described in Schedule 3, free and clear of all liens, mortgages, pledges, covenants, restrictions, charges or other claims or encumbrances of any nature whatsoever, and no party is in material breach or default with respect to any Real Property lease described on Schedule 3. There is full legal and practical access to the Real Property and all utilities necessary for Buyer's use of the Real Property as a radio tower facility are installed and are in good working order, and, are subject to valid easements were necessary. To Seller's knowledge, the buildings, towers, guys and other fixtures situated on the Real Property, are free of structural defects and, are suitable for their intended uses, and are in a good state of maintenance and repair (ordinary wear and tear excepted).

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer shall have no obligation to offer employment to any employee of Seller's or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(j) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. Except as set forth in Schedule 4, there is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Station or could affect any of the Assets. Seller, with respect to the Station, has complied in all

material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(k) All of the Station Assets that are insurable in character are insured against loss, injury or damage to the full extent of their replacement value.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. No event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) Seller has complied and currently is in material compliance with, and, to the best of Seller's knowledge, the Real Property is in material compliance with, all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials (as defined herein), or toxic substances, or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect ("Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). There are no underground storage tanks located at the Station's tower site facility. There are not now, nor to Seller's knowledge have there previously been, any other facilities on, under, or at the Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

(n) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California, is qualified or on the closing date will be qualified to do business as a foreign corporation in the State of New Jersey, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the Note and the Security Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes, and upon closing the Note and the Security Agreement will constitute, the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) The execution, delivery and performance of this Agreement, the Note, and the Security Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Buyer is legally, financially and technically qualified to acquire and become the licensee of the Station.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) Other than John Pierce, media broker, whose fees will be paid by Buyer at Closing, there is no broker or finder or other person who would have any valid claim against

Buyer for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Station's facilities without Buyer's prior written consent, and Seller shall take all actions necessary to keep the FCC Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect. In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(c) Seller shall maintain in full force and effect, and shall not default under or permit the expiration (without renewal), termination or cancellation of any Real Property leases;

(d) Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(f) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the Assets.

(g) On or before the Closing Date, Seller shall obtain consents to assignment of any Real Property lease from the landlord of such Real Property lease, as well as an estoppel certificate from the landlord of the Real Property lease, identifying the lease and any amendments or modifications thereto, the term of the lease and the amount of the monthly payments due thereunder, and containing the landlord's certification that such lease is in full force and effect and that there are no uncured defaults with respect to the lease;

(h) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to

Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Station or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

(i) Seller shall be in material compliance with all federal, state and local laws, rules and regulations.

(j) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller shall use its best efforts to cure the event as expeditiously as possible.

8. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent shall be effective and shall have become a Final Order;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b).

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding.

(vi) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, the Buyer, as appropriate, shall use its best efforts to cure the event as expeditiously as possible.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19;

(iv) The FCC Consent shall be effective and shall have become a Final Order;

(v) The application for renewal of the license of the Station shall have been granted and become a Final Order without the imposition of any conditions materially adverse to Buyer or the Station;

(vi) There shall not be any Liens on the Assets or any financing statements of record other than those to be satisfied by Seller on or before the Closing Date, and Seller shall have delivered to Buyer lien search reports, in form and substance satisfactory to Buyer and dated no earlier than 30 days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at Secretary of State offices of the State of New Jersey and in the County Clerk's Office of each county in which the Assets are located;

(vii) Seller shall have obtained the estoppel certificate and necessary consents referenced in Section 7(f) above;

(viii) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(ix) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

9. **Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) An Assignment and Assumption Agreement for the Real Property lease, duly executed by Seller;

(iv) Consents to assignment of the Real Property lease, if required therein, executed by the landlord thereof;

(v) Estoppel Certificate, in customary form, executed by the landlord of the Real Property leases;

(vi) The Security Agreement, duly executed by Seller;

(vii) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(viii) A certificate, dated the Closing Date, executed by an officer of Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(ix) An incumbency certificate, and a certificate of good standing for Seller from the Secretary of State of the State of New Jersey;

(x) From Seller's FCC counsel, an FCC opinion dated the Closing Date, in substantially the form of Exhibit C;

(xi) A joint notice to the Escrow Agent;

(xii) Receipt for the Purchase Price;

(xiii) A copy of the Station's public inspection file delivered to Buyer's address via overnight delivery; and

(vi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The payments to be made pursuant to Section 2(a) hereof and the Note and the Security Agreement, duly executed by Buyer;

(ii) An Assignment and Assumption of the Station's FCC Licenses, duly executed by Buyer;

(iii) The Assignment and Assumption of the Real Property lease, executed by Buyer;

(iv) A joint notice to Escrow Agent;

(v) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(vi) A certificate, dated the Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;

(vii) A certificate of good standing for Buyer from the Secretary of State of California and a certificate of authority to do business as a foreign corporation in New Jersey; and

(viii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

10. **Indemnification.**

(a) Following the Closing Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the Assumed Liabilities or the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or

otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is two (2) years after the Closing Date.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (b) if the Assignment Application is denied by Final Order; or (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) if the Closing has not occurred within twelve (12) months after the date hereof.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be the following: delivery of the Earnest Money Deposit from the Escrow Agent. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and thereafter neither party shall have any further obligation to the other under this Agreement.

12. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction

contemplated hereby, Buyer shall be entitled, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. Confidentiality.

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

14. Notices. All notices, elections 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 refusal thereof), 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 Seller, to:

William P. Fenton
Broadcast Learning Center, Inc.
PO Box 895
Cherry Hill, NJ 08003-0895

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

Tom Moffett, Jr.
725 Primera Blvd, Suite 125
Lake Mary, FL 32746-2134

And to:

Anthony T. Lepore, Esq., P.A.
P.O. Box 823662
South Florida, FL 33082-3662
Telecopier: 954.436.6288

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Richard Jenkins, President

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

David D. Oxenford, Esq.
Davis Wright Tremaine LLP
1500 K Street, NW, Suite 450
Washington, D.C. 20005
Telecopier: 202.508.6699

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without giving effect to the choice of law principles thereof.

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **Counterparts.** This Agreement may be executed in several 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, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

18. **Expenses.** Except as otherwise set forth in this Section, each party hereto 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.

19. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than Fifty Thousand Dollars (\$50,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Fifty Thousand Dollars (\$50,000), provided, however, that should Seller not advise Buyer within five (5) days after being requested to do so that Seller will repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller. Should the Station (i) not operate for a period in excess of seventy-two (72) consecutive hours, or (ii) not operate with full licensed facilities for a period of thirty (30) consecutive days, or if the Station not be operating at no less than 90% of its full authorized power as of the scheduled Closing Date, Buyer may either elect to terminate this Agreement without penalty upon written notice to Seller or postpone the Closing for a period of up to sixty (60) days while Seller attempt to cure the described condition.

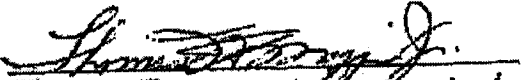
20. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

21. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

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

Seller:

BROADCAST LEARNING CENTER, INC.

By: 
Name: THOMAS H. MOTT JR.
Title: DIRECTOR VP

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By: _____
Richard Jenkins
President

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


Seller:

BROADCAST LEARNING CENTER, INC.

By: _____
Name:
Title:

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By:  _____
Richard Jenkins
President

WSJI
Asset Purchase Agreement

Schedule 1 -- Tangible Personal Property

See Attached

WSJI-FM 89.5 Transmitter Site Equipment Inventory

Line #	Description	Location	Model #	Serial #
1	Harris Solid State Z2CD transmitter (main transmitter)	Transmitter room	Z2CD	00219310001
2	Harris Digit CD Exiter (in transmitter)	Inside transmitter	994-9410-004	00131210011
3	Bird Thruline Rack mount watt meter	Equipment rack	3127-040	6821
4	Bird 1 5/8" Flanged lined section w/ 2 slug ports	On back wall	4715-000	6821
5	Bird line section slug	on wall in line section	2500B1	N/A
6	Bird line section slug	on wall in line section	100B1	N/A
7	Inovonics FM modulation monitor	Equipment rack	530	1193
8	Marti R-10 STL Receiver	Equipment rack	R-10/950	227
9	Marti R-10 STL Receiver	Equipment rack	R-10/950	228
10	Omnia 3 Fmt audio processor/stereo generator	Equipment rack	Omnia 3 FM turbo	4300-1000
11	Orban Optimod FM 8100A	Equipment rack	8100A/1	684226
12	Micro Communications Inc. Coax transfer panel	Equipment rack	CSCP/R-1	N/A
13	Micro Communications Inc. 3 port 1 5/8" Coax transfer switch	On back wall	N/A	N/A
14	Sine Systems transmitter remote control relay panel	Equipment rack	RP-8	N/A
15	Sine Systems Remote Facilities Controller	Equipment rack	RFC-1/B	N/A
16	Broadcast Tools stereo audio switcher/router	Equipment rack	SS 2.1 III	N/A
17	Silicone Valley 1000 watt FM power amplifier	Equipment rack	N/A	N/A
18	Comdial push button table top telephone	Equipment rack	N/A	N/A
19	LEA International Surge Suppression	On front wall	DS1S-120/240-SP	072-00-7000
20	Bird Termaline 2500 watt Dummy load	On back wall	8892-300	3513
21	Andrew Dry line hand pump	On back wall	878A	9504DAP012A
22	Radio Shack audio amplifier	Equipment rack	SA-155	31-1957
23	Jensen speaker	On wall	Model 8	N/A
24	Jensen speaker	On Wall	Model 8	N/A
25	Miscellaneous coax parts and connectors	Parts shelves		
26	Scala 6 foot STL 950 grid dish	On tower	N/A	N/A
27	Self supporting tower	Outside building	N/A	N/A
28	FM vertically polarized antenna (2 bay) MAIN	On tower	N/A	N/A
29	FM circular polarized antenna (2 bay) Auxilliary	On tower	N/A	N/A
30				
	Date Conducted: August 3, 2006			

WSJI
Asset Purchase Agreement

Schedule 2 – Station Licenses

WSJI-FM (BLED-19951120KA)

Broadcast Auxiliary

WHS405

WSJI
Asset Purchase Agreement

Schedule 3 – Tower Lease

See Attached

LEASE

THIS LEASE AGREEMENT, made the 24th day of February, 2003,

between:

THE ANIMAL WELFARE ASSOCIATION, INC. (AWA), Landlord,

residing or located at Box 105 (Site location Centennial Blvd.) in the Township of Voorhees, in the County of Camden and State of New Jersey, herein designated as the Landlord,

and

BROADCAST LEARNING CENTER, INC., a New Jersey non-profit corporation (BLC), Tenant,

residing or located at 99 East Main Street, Building 103, municipality of Marlton, County of Burlington, and State of New Jersey, herein designated as the Tenant;

WITNESSETH THAT, the Landlord does hereby lease to the Tenant, and the Tenant does hereby rent from the Landlord, the following described premises:

Premises. The ground which is to be occupied by a 125 foot high FM radio broadcasting tower (self-supporting) and its service building located on the property of The Animal Welfare Association, Inc., identified as Plate 22, Block 207, Lot 11 in Camden County, New Jersey

Term & Use. For a term of ten (10) years commencing on May 2, 2003, and ending on May 1, 2013, to be used and occupied only and for no other purpose than as an FM radio broadcasting tower, subject to the option to extend as set forth herein.

Option to Renew. The Tenant shall have the right to renew this Lease for an additional five (5) year term ("initial option period") by exercising this option in writing directed to the Landlord via certified mail within ninety (90) days before the end of the fifth (5th) year of the initial lease term. The Landlord shall have the right to accept or reject this right to renew in writing to the Tenant via certified mail within twenty (20) days of receiving Tenant's request. Further, if the Tenant has exercised the "initial option period", and it has been accepted by the Landlord the Tenant shall have the right to renew this Lease for an additional five (5) year term by exercising this option in writing directed to the Landlord via certified mail within ninety (90) days before the end of the tenth (10th) year of the initial option period lease term, the Landlord shall have the right to accept or reject this right to renew in writing to the Tenant via certified mail within twenty (20) days of receiving Tenant's request.

Upon the following Conditions and Covenants:

1st. Payment of Rent. The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$10 (Ten Dollars) in the following manner: on or before May 1st of each year, the sum of One Dollar (\$1.00).

2nd. Repairs & Care. The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the Tenant. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

3rd. Compliance with Laws, etc. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements, broadcasting requirements, including but not limited to; FCC regulations and/or any other broadcasting requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements, broadcasting requirements, including but not limited to, FCC regulations and/or any other broadcasting requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expenses.

The Landlord has no knowledge of any rules, regulations, and/or the like relative to any broadcast, broadcasting requirements, including but not limited to, FCC regulations and/or any other broadcasting requirements. Excluding any and all broadcasting requirements including but not limited to, the FCC requirements, the Landlord represents that it does not know of any violations at the time of the execution of the Lease Agreement, of any laws, ordinances, rules, regulations of the Federal, State, Municipal governments or public authorities, and if during the term of the within lease the Landlord shall be deemed to have violated any such provision, excluding any and all broadcasting requirements, it shall take steps to correct the condition at its own cost and expense. Similarly, if the Tenant shall be deemed to have violated any such provision, then the expense of correcting the condition shall be upon the Tenant.

4th. Assignment. The Tenant shall not, without the expressed written consent of the Landlord, which consent shall not be unreasonably withheld, assign, mortgage or hypothecate this Lease, nor sublet or sublease the premises or any part thereof; nor occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

5th. **Alterations & Improvements.** No alterations, additions or improvements shall be made to the leased premises, without the written consent of the Landlord which consent shall not be unreasonably withheld.

6th. **Fire & Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall come to an end.

In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

7th. **Inspection & Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord or be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

8th. **Right to Exhibit.** The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the premises. The Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of the said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same, thereon without hindrance or molestation.

9th. **Restriction of Use.** The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disruptive, or extra hazardous, on account of

fire or other casualty.

10th. Mortgage Liens. Any existing liens, Mortgagee or future mortgagee shall be bound by the terms of the Lease and shall not take any action to disturb the Tenant's use of the premises if the Tenant is not in violation of the Lease terms. This Lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording, and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this Lease, and the term hereof is hereby expressly limited accordingly.

11th. Condemnation Eminent Domain. If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

12th. Reimbursement of Landlord. If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one (1) month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease contained, including, but

not limited to, termination of this Lease.

13th. **Tenant's Insurance.** The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force and effect for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than One Million Dollars (\$1,000,000) for injuries to one person and One Million Dollars (\$1,000,000) for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than One Million Dollars (\$1,000,000). The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term thereof.

The insurance policy described herein shall identify AWA as the Landlord.

14th. **Increase of Insurance Rates.** If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for Landlord's fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner. Tenant shall be responsible for obtaining fire and other hazard insurance on any and all improvements, including any broadcasting towers, that Tenant places on the property.

15th. **Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant shall be removed by the Tenant. Any equipment, fixtures, goods or other property of the Tenant not removed from the property by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned, and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

16th. **Remedies Upon Tenant's Default.** If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder.

The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

17th. Termination on Default. Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Lease for the expiration hereof; and the Tenant must remove all equipment, fixtures, goods or other property of the Tenant from Landlord's property. If Tenant fails to remove these items, then the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages, with the cost of removal to be borne by Tenant.

18th. Non-Liability of Landlord. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord.

19th. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

20th. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay

the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

21st. **Validity of Lease.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

22nd. **Remedies.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy herein contained or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

23rd. **Mechanics' Liens.** If any mechanics' or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, Tenant shall, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record, together with any Notices of Intention that may have been filed. Failure so to do shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

24th. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

25th. **Security.** The Tenant has this day deposited with the Landlord the sum of \$(N/A) as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of

the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Landlord to retain the security after termination of the Landlord's ownership of the reversion or title. The Tenant shall not mortgage, encumber or assign said security without the written consent of the Landlord.

26th. Notices. All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

27th. Authority to Lease. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

28th. Entire Agreement. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

29th. Destruction. In the event of the destruction or damage to any tower or improvement, utilized by the Tenant, the Tenant shall have the right to elect to restore the tower or improvement, or terminate the Lease and all rights and obligations shall be adjusted as of that date of election by the Tenant. Such election must be made within 45 days of said destruction or damage.

30th. Utilities. BLC will provide their own power and electrical power metering connections to the tower complex by means of overhead lines. The Landlord shall provide access to the tower over its property, and shall permit the Tenant to hook up overhead lines in convenient locations.

31st. **Transfer.** In the event the AWA desires to vacate the premises by sale or lease, the AWA will, within seven (7) business days from the date on which the Board of Trustees approves such action, provide written notice, via certified mail, return receipt requested, to BLC of such action. At that time, BLC may begin to negotiate with AWA for the purchase or lease of the property. In the event AWA receives a bona fide offer to sell or lease the property which is being considered by the AWA, AWA will, within forty-eight (48) hours from the date of such receipt, notify BLC, via certified mail, return receipt requested, of any and all terms and conditions of such sale or lease of the property. BLC will have ten (10) days from the date of the receipt of such notice to notify AWA that it will match the offer to sell or lease the property, unless such offer to sell or lease is for an otherwise different time period. In the event that the offer is only good for a designated time period, BLC will have one-half of such time period to match the offer to sell or lease. Notwithstanding the foregoing, upon the sale or lease of the premises by the AWA, this Lease Agreement will terminate.

The seven (7) or forty-eight (48) hour period shall be measured from the receipt of written notice to the Tenant or Tenant's agent. The seven (7) or forty-eight (48) hour period shall not include Saturdays, Sundays or legal holidays. *mailing*

32nd. **Additional Tower Space.** If the tower is capable of supporting a second communications antenna, this slot on the tower is to be reserved for the AWA, to be used at its option.

33rd. **Tower Maintenance.** BLC will be responsible for all maintenance associated with the tower, the antenna systems, and the building at the foot of the tower. Although the AWA has no obligation to maintain or inspect the tower, the AWA will notify the owner of any potential problems as soon as they are recognized.

34th. **AWA Air-Time.** As part of this Agreement, BLC shall furnish to AWA periods of broadcast time in accordance with certain schedules and agreements contained herein.

All announcements made on behalf of or in conjunction with AWA shall comply with Federal Communications Commission (FCC) rules and regulations. The AWA acknowledges that BLC, in accordance with FCC requirements, shall have and maintain final responsibilities for any and all announcements or broadcast materials made on behalf of or in conjunction with the AWA; and BLC shall have the final approval for materials and scheduling of broadcasts. The following agreement in no way implies or intends to imply that BLC relinquishes any control of any portion of its broadcasting, license(s) or responsibilities as granted by the FCC.

The AWA shall be entitled, without charge, to five individual sixty (60)-second air time periods per day, seven (7) days per week, to make announcements of informational use to the public which may concern the various services offered by the AWA or may concern fund raising for the benefit of the AWA. These announcements shall be scheduled at normal programming breaks

and/or scheduled community service programming breaks. It is the intent, and every reasonable effort will be expended by BLC, to schedule such announcements within plus or minus thirty (30) minutes of daily time periods requested by the AWA. The AWA recognizes that on occasion such scheduled breaks may be altered to accommodate special programming or events as the stations deems necessary. If such preemption shall take place, appropriate "make good" action will be made. BLC recognizes that "make-good" action will be made. BLC recognizes that "make-good" actions shall be in such a manner as to grant AWA time period(s) or additional announcements of equal or additional value.

The AWA at its discretion shall be entitled to accumulate allotted time not used daily, not to exceed thirty-five (35) minutes in any week, for the purpose of presenting programs that will take place in normal broadcast increments of two (2), five (5), fifteen (15), or thirty (30) minutes. Such programs must be acceptable to BLC's station program director and shall be up to the level of generally accepted broadcasting standards. If the program director does not approve, he/she must state the specific reasons for disapproval to the AWA and shall make every reasonable attempt to work with the AWA to resolve the problem. If a program lasts more than sixty (60) seconds, it shall be scheduled at the discretion of the station. Because BLC will prepare for its listeners a programming guide which shall be published thirty (30) days prior to a programming month, AWA shall notify BLC at least sixty (60) days in advance of BLC's program guide publication deadline of its intent to use its daily entitlement of five individual sixty (60)-second announcements in a different manner. AWA also agrees to utilize a consistent scheduling of its air time on a monthly basis with at least sixty (60) days prior notice of that month to BLC (i.e., if a thirty (30)-minute program is chosen, it will run consistently for that month).

One (1)-minute announcements shall be supplied without charge to the AWA by BLC. This will include station production, announcer, and copy-writer adjustment of materials supplied by the AWA. The AWA shall appoint one person who shall be responsible for approving all announcements. The AWA recognizes that BLC has no provision whatsoever for providing information unless it is supplied by the AWA. Programs over sixty (60) seconds in duration shall be supplied by AWA personnel using BLC studios and equipment without charge. BLC shall provide announcing and/or studio personnel to assist AWA's personnel; however, AWA recognizes that BLC personnel will probably not have the expertise required for such programming and shall be available when required for introduction and closing purposes only.

All announcements shall be pre-recorded at least three (3) working days prior to air time; however, BLC will attempt to be flexible with AWA in recognizing its special needs, and AWA will make every reasonable attempt to comply with BLC's production needs for its scheduling. BLC will make every reasonable attempt to accommodate emergency broadcast needs which may be of interest to the community by the AWA.

35th. FCC Continued Approval. This agreement between both parties is conditional upon BLC's ability to obtain FCC approval for its tower site and appropriate zoning permission from Voorhees Township.

36th. Gender. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

BROADCAST LEARNING CENTER, INC.

ANIMAL WELFARE ASSOCIATION, INC.

By: 

Tenant

President & Director

By: 

Landlord

for the AWA

2/24/08

WSJI
Asset Purchase Agreement

Schedule 4 – Pending Litigation

NONE