

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of November 19, 2007 (this "Agreement"), by and among **Douglas County Educational Radio Association**, a Washington non-profit corporation ("Seller"), and **Educational Media Foundation**, a California non-profit corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller holds a construction permit (the "Authorization") issued by the Federal Communications Commission ("FCC" or "Commission") authorizing the construction of new non-commercial educational FM radio station KFIO on reserved band Channel 201A at East Wenatchee, Washington, FCC Facility ID Number 85971 (the "Station"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Station on the terms and subject to the conditions set forth herein; and

WHEREAS, the Authorization may not be assigned or transferred without the prior written consent of the FCC;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1 PURCHASE OF ASSETS

1.1 Transfer of Assets. On the Closing Date (as hereinafter defined), and on the terms and subject to the satisfaction of the conditions contained herein, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, the Authorization and any other assets held by Seller for use in connection with the Station (collectively, with the Authorization, the "Assets"). The Assets shall be transferred to Buyer free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, charges, covenants, conditions or restrictions of any kind ("Liens").

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

2.1 No Assumption of Liabilities and Obligations. Except as otherwise specifically provided herein, Buyer shall not assume any obligations or liabilities of Seller.

ARTICLE 3 CONSIDERATION

3.1 Purchase Price. In consideration for the transfer of the Assets, Buyer shall, at Closing, pay to Seller the sum of One Hundred Thousand Dollars (\$100,000) (the “Purchase Price”), plus the amount stated in Section 3.1(c) hereunder. The Purchase Price shall be paid as follows:

- a) Buyer has deposited Ten Thousand Dollars (\$10,000) into Escrow (“the Escrow Deposit”), which is being held pursuant to the Escrow Agreement attached as Exhibit A hereto. At Closing, the Escrow Deposit plus any accrued interest shall be distributed in accordance with Section 3 of the Escrow Agreement.
- b) The total Purchase Price shall be paid in cash at Closing.
- c) At Closing, Buyer will purchase the antenna, transmitter and exciter, and associated coaxial cable, acquired by the Seller for use by the Station, and shall reimburse Seller’s actual costs to acquire and install such equipment.

ARTICLE 4 GOVERNMENTAL CONSENTS

4.1 FCC Application. Within five (5) business days after execution of this Agreement, the parties shall file with the FCC an application (“FCC Application”) for assignment of the Authorization from Seller to Buyer. The parties shall thereafter use all reasonable efforts, including but not limited to filing promptly any amendments or additional information requested by the FCC, in order to obtain processing and grant of the FCC Application (“FCC Consent”) as expeditiously as practicable. If the FCC Consent imposes any condition on a party hereto, such party shall use reasonable efforts to comply with such condition; provided, however, that no party shall be required hereunder to comply with any condition that would have a material adverse effect on the operations of such party or any affiliated entity. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review. Nothing in this Section 4.1 shall be construed to limit a party’s right to terminate this Agreement pursuant to Article 13 hereof.

ARTICLE 5 CLOSING

5.1 Closing. It is specifically understood and agreed that the consummation of this Agreement (“Closing”) shall be subject to the prior written consent of the FCC (“FCC Consent”). The Closing shall take place within ten (10) days after the FCC Consent shall have become a Final Order (as hereinafter defined) or upon the satisfaction of all conditions

precedent, whichever is later, except as otherwise mutually agreed by the parties (“the Closing Date”). As used herein, the term “Final Order” means a written action or order issued by the FCC setting forth the FCC Consent (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such requests and for the FCC to set aside the action on its own motion (whether upon reconsideration or otherwise) has expired, or (ii) in the event of review, reconsideration or appeal, the time for further review, reconsideration or appeal has expired. Notwithstanding the foregoing, Buyer may elect to proceed with the Closing upon the grant of FCC Consent but prior to the date on which the FCC Consent shall have become a Final Order upon ten (10) days written notice to Seller. Any actions taken at the Closing will be considered as having been taken simultaneously and no such actions will be considered to be completed until all such actions have been completed. The Closing shall be held at such place as the parties hereto may agree.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, all of which have been relied upon by Buyer in entering into this Agreement, and all of which shall be true and correct on the Closing Date:

6.1 Organization, Standing, and Authority. Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized. Seller has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by it hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the business or operation of the Station or any of the Assets.

6.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement, and the execution, delivery and performance of any other documents to be delivered or executed by Seller in connection with this Agreement and the transaction contemplated by this Agreement have been (or by the Closing Date will be) duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally, and by judicial discretion in the enforcement of equitable remedies. Performance of its obligations hereunder will not be in conflict with Seller’s obligations under any agreement, judgment, decree or contract.

6.3 Authorizations. A copy of the Authorization is attached as Exhibit B hereto. The Authorization has been validly issued pursuant to a Final Order. Seller is the authorized legal holder of the Authorization. The Authorization is in good standing and in full force and effect.

The Authorization is scheduled to expire on March 28, 2008 (the “Construction Deadline”) and is subject to conditions stated therein. To the best of Seller’s knowledge, there are no FCC ongoing investigations or proceedings regarding the Authorization, other than rule making proceedings of general applicability to substantial segments of the radio industry. Other than the requirement for prior FCC consent, there are no liens, encumbrances or other restrictions on Seller’s ability to convey the Authorization to Buyer. Seller did not acquire the Authorization through an FCC 307(b) or Point System analysis that would require any holding period or otherwise create any obligation on Buyer or limitation on the transferability of the Authorization or proposals to modify the proposed technical facilities of the Station.

6.4 Litigation. There are no claims, actions, suits, litigation, arbitrations, proceedings or investigations pending or, to the best knowledge of Seller, threatened against or affecting Seller, the Assets or the transaction contemplated by this Agreement. Performance of Seller’s obligations hereunder will not give any party grounds to raise such a claim. Seller is not subject to any order, judgment, writ, injunction or decree of any court or governmental agency or entity which could have a material adverse effect on its ability to consummate this transaction.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller, all of which have been relied upon by Seller in entering into this Agreement, and all of which shall be true and correct on the Closing Date:

7.1 Organization, Standing and Authority. Buyer is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized. Buyer has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by it hereunder and thereunder.

7.2. Qualifications. Buyer is legally and financially qualified to purchase the Assets and complete this transaction as contemplated. Buyer knows of no reason why the FCC would not approve the Application.

7.3 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement, and the execution, delivery and performance of any other documents to be delivered or executed by Buyer in connection with this Agreement and the transaction contemplated by this Agreement have been (or by the Closing Date will be) duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally, and by judicial discretion in the enforcement of equitable remedies. Performance of its obligations hereunder

will not be in conflict with Buyer's obligations under any agreement, judgment, decree or contract.

7.4 Litigation. There are no claims, actions, suits, litigation, arbitrations, proceedings or investigations pending or, to the best knowledge of Buyer, threatened against Buyer, nor is Buyer subject to any order, judgment, writ, injunction or decree of any court or governmental agency or entity, which could have a material adverse effect on its ability to consummate this transaction.

ARTICLE 8 COVENANTS

8.1 Covenants of Seller to Buyer. Between the date of this Agreement and the Closing Date, Seller shall:

- (a) Maintain and preserve Seller's rights under the Authorizations;
- (b) Preserve the right to use the location specified in the Authorization as the transmitter site for the Station (the "Tower Site"); and
- (c) Without the prior written consent of Buyer, Seller shall not:
 - (i) Enter into any agreement, contract, lease or commitment with respect to the Assets or the Tower Site, other than agreements cancelable without penalty prior to the Closing Date;
 - (ii) Place or allow to be placed on any of the Assets any Lien;
 - (iii) Sell, assign, transfer or otherwise dispose of the Authorization or any of the Assets;
 - (iv) Violate any law, statute, rule, governmental regulation or order of any court or governmental or regulatory authority (whether Federal, State or local);
 - (v) Cause or permit by any act, or failure to act, the Authorizations to be surrendered, adversely modified, or otherwise terminated prior to the Construction Deadline, for any reason other than by rule making proceeding of general applicability to substantial segments of the radio industry, or fail to prosecute with due diligence any pending application to the FCC with respect to the Station.

8.2 Covenants of Buyer to Seller. Between the date of this Agreement and the Closing Date, Buyer shall:

(a) Take no action or omit to take any action which would be inconsistent with Buyer's obligations hereunder.

(b) Take no action inconsistent with the Seller's ultimate control of the Station.

8.3 Joint Covenants. Buyer and Seller covenant and agree that between the date hereof and the Closing Date, they shall act in accordance with the following:

(a) If any event should occur, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, the parties hereto shall use their best efforts to cure the event as expeditiously as possible.

(b) Buyer and Seller shall cooperate fully with one another in taking any actions, including actions to obtain the required consent of any governmental instrumentality or any third party necessary or helpful to accomplish the transactions contemplated by this Agreement; provided, however, that no party shall be required to take any action which would have a material adverse effect upon it.

(c) Each party agrees to promptly notify the other upon becoming aware of the occurrence or impending occurrence of any event that would cause or constitute a breach of any of the notifying party's representations or warranties contained in this Agreement.

ARTICLE 9 CONDITIONS

9.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the transaction contemplated by this Agreement is subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Buyer shall have waived in writing satisfaction of such condition:

(a) The representations and warranties made by Seller shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date.

(b) Seller shall have performed and complied in all material respects with all covenants, agreements, representations, warranties and undertakings required by this Agreement to be performed or complied with prior to the Closing.

(c) Seller shall have delivered to Buyer all of the documents required by Section 10.1 hereof.

(d) All consents that may be necessary for Buyer to consummate the transaction contemplated hereby shall have been received by it, including but not limited to any governmental or other consents necessary for the station to be constructed and to operate from the Tower Site.

(e) A Lease Agreement for use of the Tower Site by Buyer (the “Lease Agreement”), in the form of Exhibit C hereto, shall have been executed by the Landlord.

(f) The FCC Consent shall be in effect, and, unless waived by Buyer in accordance with Section 5.1, shall have become a Final Order.

(g) The Authorization shall be in full force and effect.

9.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Seller shall have waived in writing satisfaction of such condition:

(a) The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date.

(b) Buyer shall have performed and complied in all material respects with all covenants, agreements, representations, warranties and undertakings required by this Agreement to be performed or complied with by it prior to Closing.

(c) Buyer shall have delivered to Seller all of the documents required by Section 10.2 hereof.

(d) Buyer shall have executed the Lease Agreement.

(e) The FCC Consent shall have been obtained.

ARTICLES 10 CLOSING DELIVERIES

10.1 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) Bill of Sale.

(b) The Lease Agreement executed by the Landlord.

(c) Assignments and other good and sufficient instruments of conveyance, transfer and assignment, and releases and terminations of liens, if any, all in form and substance reasonably satisfactory to counsel for Buyer, as are determined to be necessary to vest in Buyer or its permitted assignee, good and marketable title in and to the Assets.

10.2 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (a) The Purchase Price.
- (b) Reimbursement of Buyer's actual cost to acquire and install the equipment set forth in Section 3.1(c) hereof.
- (c) An executed copy of the Lease Agreement.
- (d) Such other documents as are determined to be necessary to consummate the transaction contemplated by this Agreement, all in form and substance reasonably satisfactory to counsel for Seller.

ARTICLE 11 FEES AND EXPENSES

11.1 Expenses. Seller shall pay all transfer taxes, recordation taxes, sales taxes, document stamps, or other charges levied by any governmental entity on account of the transfer of the Assets from Seller to Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, engineers, consultants, agents, and representatives.

11.2 Brokers. Each party warrants to the other that no brokers or finders fees are due with respect to the transaction contemplated by this Agreement other than fees due to Andy McClure of Exline and Company, which shall be the sole responsibility of Buyer.

ARTICLE 12 REMEDIES

12.1 Specific Performance. Seller recognizes that the Station is a unique asset and that if Seller breaches its obligation to consummate the transaction contemplated by this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any such action is brought to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

12.2 Liquidated Damages. In the event that Closing does not take place, by reason of a material default by Buyer, then the Escrow Deposit together with any accrued interest thereon shall be paid to Seller as liquidated damages.

12.3 Attorney's Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

ARTICLE 13 TERMINATION RIGHTS

13.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material breach, upon ten (10) days' written notice to Buyer, if FCC Consent to the transaction contemplated hereunder is not granted within ninety (90) days of filing the Application.

13.2 Termination by Either Party. This Agreement may be terminated by either party, and the purchase and sale of the Assets abandoned, if the party seeking to terminate is not then in material breach, upon ten (10) days' written notice to the other party, upon the occurrence of a material breach by the other party, of any representation, warranty or covenant contained in this Agreement, or in any other agreement between the parties hereto, if following such notification the breach has continued without cure for a period of ten (10) days.

13.3 Rights on Termination. If this Agreement is terminated pursuant to Section 13.1, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. If this Agreement is terminated due to a material breach of this Agreement by Seller, Buyer shall be entitled to return of the Escrow Deposit together with any accrued interest thereon, and shall have all rights and remedies available pursuant to Section 12.1 hereof. If Buyer has breached the Agreement, causing termination hereof, then Seller is entitled to liquidated damages as set forth in Section 12.2 hereof. If the Agreement is terminated for any other reason, Seller shall be entitled to the Escrow Deposit together with all accrued interest thereon.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

14.2 Benefit and 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 assign its interest under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

14.3 Survival. All representation, warranties and covenants made herein shall survive the Closing. Each party agrees to indemnify the other for any losses, damages, liabilities and expenses incurred as result of the indemnifying party's breach of such representations, warranties and covenants.

14.4 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington without regard to any choice of law or conflict of law provisions (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Washington.

14.5 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

14.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.7 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given upon personal delivery, or four days after being mailed by registered or certified mail, return receipt requested, or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, addressed as follows:

If to Seller: Thomas W. Read
 President
 Douglas County Educational Radio Association
 P.O. Box 31000
 Spokane, WA 99223

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

Ellen Mandell Edmundson, Esq.
Cohn and Marks LLP
1920 N Street, N.W., Suite 300
Washington, D.C. 20036

If to Buyer: Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Michael Novak, President

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

David D. Oxenford, Esq.
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

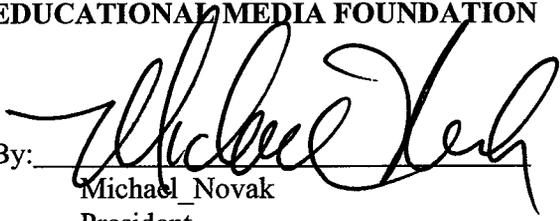
14.8 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14.9 Entire Agreement. This Agreement and the Schedules attached hereto and the ancillary documents provided for herein, constitute the entire Agreement and understanding of the parties hereto relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

14.10 Time of Essence. Time is of the essence with respect to every provision of this Agreement.

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

EDUCATIONAL MEDIA FOUNDATION

By: 
Michael Novak
President

**DOUGLAS COUNTY EDUCATIONAL
RADIO ASSOCIATION**

By: _____
Thomas W. Read
President

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

EDUCATIONAL MEDIA FOUNDATION

By: _____
Michael_Novak
President

**DOUGLAS COUNTY EDUCATIONAL
RADIO ASSOCIATION**

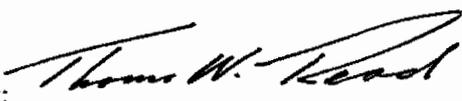
By:  _____
Thomas W. Read
President

EXHIBIT A

ESCROW AGREEMENT

AGREEMENT, effective as of the 5th day of September, 2007 by and among:

BUYER: EDUCATIONAL MEDIA FOUNDATION
ADDRESS: 5700 West Oaks Blvd
Rocklin, CA 95765

SELLER: DOUGLAS COUNTY EDUCATIONAL RADIO
ASSOCIATION
ADDRESS: PO Box 31000
Spokane, WA 99223

ESCROW AGENT: WILLIAM A. EXLINE, INC.
ADDRESS: 4340 Redwood Hwy, Suite F-230
San Rafael CA 94903

WHEREAS, Buyer and Seller have entered into an offer to Purchase and contemplate entering into an Agreement of Purchase and Sale of assets with respect to Radio Station KFIO-FM, Wenatchee, Washington and

WHEREAS, the parties wish to provide instructions for the disposition of funds deposited with Escrow Agent pursuant to the Agreement of Purchase and Sale,

NOW, THEREFORE, the parties agree that:

1. **FUNDS DEPOSITED WITH ESCROW AGENT.** Upon the execution of this Escrow Agreement, Buyer is delivering or causing to be delivered to the Escrow Agent (hereinafter "Agent"), the sum of \$10,000 (Ten Thousand dollars).

2. **INVESTMENT OF ESCROW FUND.** Agent shall invest and reinvest the escrow funds in federally insured savings accounts (or in such other investment as Buyer and Seller shall jointly instruct provided, however, that Agent shall not be required to invest in or hold any instrument in bearer form). Agent shall hold said escrow funds together with all interest accumulated thereon and proceeds therefrom in accordance with this Agreement.

3. **DISPOSITION OF ESCROW FUNDS.** Agent shall distribute the escrow funds as follows:
 - a. In the event the purchase and sale closes in the manner contemplated in

the Purchase Agreement, the escrow funds shall be paid over to the Seller at closing in accord with the Purchase Agreement. In such event, all accrued interest shall be paid over to Buyer.

- b. In the event the purchase and sale does not close due to the material breach by or default of the Buyer under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Seller together with any interest accrued thereon.
- c. In the event the purchase and sale does not close due to the material breach by or default of the Seller under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Buyer together with all accrued interest.
- e. If any provision of this Paragraph with respect to the disposition of the escrow fund is in conflict with any provision of the Purchase Agreement with respect to such disposition, then such provision in the Purchase Agreement, as executed, shall control.

4. CONTROVERSIES WITH RESPECT TO ESCROW FUND.

Paragraph 3 to the contrary notwithstanding, Agent shall dispose of the escrow fund only in accordance with the terms of this paragraph or upon the joint written

instructions of the Seller and Buyer or their duly designated representatives. Agent shall have no duty or obligation to any third party claiming escrow proceeds in the absence of joint written instructions from the parties hereto directing Agent to pay said third party. If Agent shall not have received joint written instructions to the contrary, Agent shall continue to hold the escrow funds and the income earned or accrued thereon until the earliest to occur of:

- a. The receipt by Agent of the joint written instructions of the Seller and Buyer as to the disposition of the escrow funds; or
- b. The receipt by Agent of a final order entered by a court of competent jurisdiction determining the disposition of the escrow funds and the income earned or accrued thereon; or
- c. The expiration of ten (10) business days after Escrow Agent's delivery to Seller of a written demand of Buyer to release the funds in accordance with paragraphs 3.a or 3.b herein above without Agent's also having received a written claim by Seller for said funds, or
- d. The expiration of ten (10) business days after Escrow Agent's delivery to Buyer of a written demand of Seller to release the funds in accordance with paragraph 3.b herein above without Escrow Agent's also having received a written claim by Buyer for said funds, or

e. Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the escrow funds and all income earned or accrued thereon into said court, in which event, Agent's duties, responsibilities and liabilities with respect to the escrow fund, the proceeds and this Agreement shall terminate.

5. ESCROW AGENT.

a. Agent shall charge \$ N/A in fees for its services hereunder, and shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by Agent in performance of his duties hereunder; any such expenses, disbursements and advances to be paid by Buyer and Seller equally.

b. Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to Buyer and Seller specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the consent of both Buyer and Seller and the service of such successor escrow agent

- shall be effective as of the date of resignation specified in the notice, which date shall not be less than thirty (30) days after the giving of such notice. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, Agent shall be authorized to appoint its successor. Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and Agent deposits the escrow funds with such successor escrow agent.
- c. Agent undertakes to perform only such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof.
- d. Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of Agent's own choosing) and it shall not be liable for any

mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or gross negligence.

- e. Buyer and Seller each agree to indemnify Agent and hold it harmless against any and all liabilities incurred by it hereunder as a consequence of such party's action, and the Buyer and Seller agree jointly to indemnify Agent and hold it harmless against any and all other liabilities incurred by it arising out of this Agreement, except in the case of liabilities incurred by Agent resulting from its own misconduct or gross negligence.
- f. Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash, document, bill, or security deposited with it, nor is it responsible in any manner for collection of bills, securities or documents, nor for any restrictions on the transferability or collection of the aforesaid bills, securities or documents, provided that Agent will notify all parties if funds are uncollectible. The parties hereto acknowledge that each has approved the form of escrow deposit if other than cash or check.

6. MISCELLANEOUS.

- a. This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of Washington, applicable to agreements executed and wholly to be performed therein.
- b. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.
- c. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- d. Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.
- e. All notices, request, demands and other communications hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been given if delivered or mailed (certified mail, postage pre-paid, return receipt requested) as follows:

If to Buyer
 ADDRESS: EDUCATIONAL MEDIA FOUNDATION
 5700 West Oaks Blvd
 Rocklin, CA 95765
 Attention: Richard Jenkins

If to Seller
 ADDRESS: DOUGLAS COUNTY EDUCATIONAL RADIO
 ASSOCIATION
 PO Box 31000
 Spokane, WA 99223
 Attention: Thomas W. Read

If to
 Escrow Agent: WILLIAM A. EXLINE, INC.
 4340 Redwood Hwy, Suite F-230
 San Rafael, CA 94903
 Attention: Andrew P. McClure

or to such other addresses as any party may have furnished to the other in writing,
 in accord herewith.

7. TERMINATION.

a. This Escrow Agreement shall automatically terminate upon the
 distribution of the escrow fund in accord with the terms hereof.

IN WITNESS WHEREOF, the parties have caused their hands, or those of
 their duly authorized officers, and seals to be affixed as of the date first above
 written.

BUYER: EDUCATIONAL MEDIA FOUNDATION

BY:


~~Richard Jenkins, President~~ Mike Novak, Vice
President

SELLER:

DOUGLAS COUNTY EDUCATIONAL RADIO

BY:

Thomas W. Read, President

ESCROW AGENT:

WILLIAM A. EXLINE, INC.

BY:


Andrew P. McClure, President

EDUCATIONAL MEDIA FOUNDATION

Buyer:

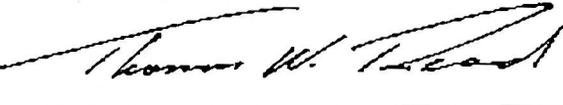


Virginia Walker, Assistant Secretary.

BUYER: EDUCATIONAL MEDIA FOUNDATION

BY: Richard Jenkins, President

SELLER: DOUGLAS COUNTY EDUCATIONAL RADIO

BY: 
Thomas W. Read, President

ESCROW AGENT: WILLIAM A. EXLINE, INC.

BY: Andrew P. McClure, President

EXHIBIT B

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

DOUGLAS COUNTY ED RADIO ASSOCIATION
P.O. BOX 31000
SPOKANE WA 99223

James D. Bradshaw
Deputy Chief
Audio Division
Media Bureau

Facility ID: 85971

Grant Date: March 28, 2005

Call Sign: 970327MC

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Permit File Number: BPED-19970327MC

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: DOUGLAS COUNTY ED RADIO ASSOCIATION

Station Location: WA-EAST WENATCHEE

Frequency (MHz): 88.1

Channel: 201

Class: A

Hours of Operation: Unlimited

EXHIBIT C

TRANSMITTER SITE LEASE AGREEMENT

NCE FM KFIO, Channel 201A, East Wenatchee, WA, (FCC Fac. ID 85971)

THIS LEASE AGREEMENT (“Lease”) is made and entered into this _____ day of _____, 2008, by and between MUTUAL COMMUNICATIONS SITES, LLC (“Lessor”), and EDUCATIONAL MEDIA FOUNDATION (“Lessee”).

WHEREAS, Lessor is the owner of the Wenatchee Heights communications site (“the Site”), which is a portion of the property described on Exhibit A; and

WHEREAS, the Site is the location authorized by the Federal Communications Commission (“FCC”) for construction of new NCE FM KFIO, Channel 201A (FCC Facility ID Number 85971) (the “Station”) under FCC File No. BPED-19970327MC (the “CP”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Lessee has entered into or will enter into an Asset Purchase Agreement (“APA”) with Douglas County Educational Radio Association, the holder of the CP, to acquire the CP and certain assets of the Station, conditioned upon receipt of prior FCC approval; and

WHEREAS, Lessee desires to obtain from Lessor and Lessor desires to grant to Lessee a lease of space (“the “Premises”) on the antenna structure (the “Pole”) and in the equipment building (the “Building”) at the Site upon the terms and conditions set forth herein;

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

1. Lessor hereby rents and leases to Lessee, and Lessee hereby accepts, rents and leases from Lessor, the right to install, operate and maintain the Station’s radio equipment (the “Equipment”) at the Site, in accordance with the CP, as follows:

- A. That space on the antenna structure (the “Pole”) which is necessary to position the Station’s transmitting antenna at the level authorized in the CP;
- B. That space in the communications site building (the “Building”) which is necessary to accommodate Lessee's transmitter equipment.

Lessee shall have the right of ingress and egress to the Site and access to Lessee’s equipment located on the Site at all times, twenty four hours per day, seven days per week, provided, however,

that access by any non-employee of Lessee, including but not limited to engineering maintenance service personnel or other independent contractor of any kind, shall be subject to prior approval by Lessor. All equipment of Lessee shall be clearly marked with Lessee's name, call sign, FCC Facility ID Number, and frequency. All installations and operations under this Agreement shall comply with all applicable rules and requirements of the FCC, the FAA, and all applicable codes and regulations.

2. The initial term of this Lease shall be for a five (5) year period commencing on the date of Closing, as defined in Section 5.1 of the APA. Rent will be Five Hundred Dollars (\$500) per month, payable to Lessor in accordance with Section 9 hereof, on the first day of each month of the lease term, for that month. The monthly rental rate shall continue for the initial five (5) year term. Thereafter this Lease shall automatically renew for five (5) additional five (5) year periods unless canceled by Lessee by written notice to Lessor at least 90 days prior to expiration of the then current term. The rent shall increase by 15% at the commencement of each renewal term.

3. For and during the term of this Lease, and any extension thereof, Lessee will use the Premises solely to install, operate and maintain the transmitting equipment used with the Station, and for no other purpose. Lessee shall not erect any sign or other advertisement at the Site without the prior written consent of Lessor.

4. By occupancy of the Premises and acceptance of the Lease, Lessee thereby accepts the demised Premises as being in good order and repair. Lessee, for the period of such occupancy, agrees to maintain the Premises in the same condition, order and repair as existed at the commencement of the term of this Lease, excepting normal wear and tear arising from the use thereof.

5. Lessee shall be responsible for the expense of usage of all electricity and other utilities as may be incurred for the use of Lessee's transmitter equipment during the Lessee's occupancy of the Premises. Utilities will be billed monthly and shall be paid in full on the fifth of each month, following the billing. At Lessee's option, Lessee may have a separate meter installed at Lessee's sole expense, in which event, Lessee shall pay its electrical expenses directly to the power company and Lessor shall not be responsible for and will be indemnified by Lessee against all such electrical costs of Lessee.

6. The Lessee agrees not to permit or create, and shall promptly pay or discharge, within ten (10) days of filing, any lien or other encumbrance against the Premises relating to or arising out of any installation or repair performed or furnished for Lessee, and Lessee agrees to hold Lessor harmless from and against any and all claims and demands against the Premises in such circumstances.

The Lessee shall be responsible for Lessee's use of the Premises during the term of the Agreement and for any damage or injury to person or property resulting from the condition of the Premises or the activities upon the property of the Lessee, the Lessee's agents, employees, any independent contractor hired by Lessee, and any other person upon the Premises with the express or implied consent of Lessee, unless caused by the negligence or willful misconduct of Lessor.

For the period of Lessee's occupancy of the Premises, Lessee shall maintain at its expense, in addition to fire and extended coverage insurance, public liability insurance with limits of \$100,000 for injury to one person, \$250,000 for personal injuries in one accident, and \$100,000 for property damage, with Lessor named as an additional insured. Lessee shall, to the extent Lessee deems appropriate, insure against vandalism, malicious mischief and water damage. Lessee hereby waives any and all rights of recovery against Lessor for any loss, including without limitation, loss in the nature of business interruption or any like consequential loss, occurring on account of fire or other casualty, unless such loss is caused by intentional mischief of Lessor.

Lessor shall not be liable to Lessee or to third persons, for any damages to persons or to property arising out of any fact or circumstance relative to Lessee's occupancy of the Premises during the term and duration of this Lease, unless caused by the Lessor's negligence. Lessee shall indemnify and hold Lessor harmless from any loss, cost or expenses, including reasonable attorney's fees, on account of or arising out of any liability imposed or sought to be imposed upon Lessor for injuries to persons or to property in or about the Premises caused by Lessee's negligence.

Lessor and its agents or employees shall not be liable to Lessee or third persons for damages to persons or property occasioned by the acts or omissions of any other lessee or such other lessee's employees, agents, customers, or invitees or any other person within or about the Premises.

7. In the case of partial damage to the Premises by fire or other casualty, or the elements, so as not to leave the Premises wholly untenable, the actual rental shall abate proportionately to such loss of use of the Premises and until such damage is repaired. Lessor agrees

to promptly take whatever action may be necessary to repair such damage. Should such damage not be repaired within thirty (30) days of notification by Lessee to Lessor, Lessee may, at its option, terminate this Lease. If the Premises are so damaged or so condemned that the Premises are wholly untenable, then this Lease shall terminate, unless rebuilt by Lessor within sixty (60) days, during which 60-day period no rent shall be due.

8. The prompt payment of the actual rental reserved for the Premises and the performance of the other terms and conditions under which this Lease is made and accepted are the material inducements for the granting of this Lease to Lessee. In the event of the failure of Lessee to make payment of the actual rental, by the tenth (10th) day of the month in which it is due, or upon the failure of Lessee to comply with the other terms and conditions of this Lease, then Lessor shall notify Lessee by certified mail of such failure. Should Lessee not cure such failure within ten (10) days of receipt of such notice, then any such failures on the part of Lessee shall, at the option of Lessor, constitute a forfeiture of this Lease and Lessor shall have the right to take possession of the leased portion of the Premises. If Lessee shall abandon or vacate the Premises prior to the termination or expiration of the term hereof, or shall suffer the rent to be in arrears (not cured within the applicable cure period), or default under any of the other terms or conditions of this Lease (not cured within the applicable cure period), the Lessor may, at its option, forthwith cancel this Lease or it may enter said Premises as the agent of the Lessee in any lawful manner, without being liable in any way therefor, and relet the Premises with or without any furniture, equipment and improvements that may be therein, as the agency of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent thereof, applying the same to the payment of the rent due by the terms of this Lease, and if the full rental herein provided shall not be realized by Lessor, over and above the expenses to Lessor in such reletting (including, without limitation reasonable attorney's fees incurred), subject to applicable law, Lessee shall pay any deficiency; or Lessor, at its option, subject to applicable law, may declare the entire rent for the balance of the term hereof due and payable forthwith.

It is expressly acknowledged by Lessee that time is of the essence of this lease and Lessee waives any and all claims for interruption of Lessee's business due to Lessee's untimely remittance of rent and the consequent exercise of any rights thereby granted Lessor hereunder.

9. All notices and other communications required or permitted hereunder shall be deemed given upon personal delivery, or four (4) days after being mailed by certified mail, or twenty-four hours after delivery to a courier service which guarantees overnight delivery, if addressed as follows or to any other additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section:

If to Lessor:

Mutual Communications Sites, LLC
P.O. Box 31000
Spokane, WA 99223
Attn: Mr. Thomas W. Read

If to Lessee:

Educational Media Foundation
5700 West Oaks Boulevard,
Rocklin, CA 95765
Attn: Mr. Michael Novak

10. Lessee shall not sublet all or any part of the Premises, nor use nor permit the Premises to be used for any purpose other than as authorized herein without the express prior written consent of Lessor. Lessee may not assign this Lease without the written consent of Lessor, which consent shall not be unreasonably withheld, except to an affiliate of Lessee that executes an assumption of this Lease in writing and agrees to be bound by the provisions hereof, which assumption shall not release Lessee from its obligations on the Lease.

11. Lessor represents and covenants that upon compliance by Lessee with all of the terms and conditions of this Lease and the covenants and agreements stipulated to be performed by Lessee hereunder, Lessee during the term of this Lease and any extensions hereof shall have the peaceable and quiet enjoyment and possession of the leased portion of the Premises free from the adverse claims of all other personnel, including but not limited to, Lessor paying all taxes and assessments when they come due.

12. This Lease is non-exclusive to the extent that Lessor may rent such antenna space and portion of the real property and transmitter building to other parties as shall not interfere with the quiet enjoyment of the Premises and property which are the subject of the Lease. Likewise Lessee agrees to operate the Station in such a fashion as to not interfere with any existing uses of the Site as of the date hereof. In the event the Operation of the Station results in interference to any user as of the time this Lease is executed, Lessee agrees to promptly, and in any event no later than

within twenty-four (24) hours, take all steps necessary to correct and eliminate the interference, and if the interference is not eliminated within said twenty-four hour period, Lessee shall cease operations of the equipment cause the interference, except for the purpose of conducting tests to eliminate the interference. The Lessee in coordination with other users of the site shall reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

13. Lessee shall have the right of ingress and egress to the transmitter building over the existing unimproved vehicle road. Lessor has no obligation to maintain or improve said road or access. Further, Lessee shall make no changes to equipment nor equipment location without Lessor's prior approval. As well, Lessee shall keep Lessor informed of any and all persons being granted access to the premises and Lessor shall have the right to deny access, for cause, to any person. In all events Lessee shall be responsible for all activities of any person given access to the premises by Lessee.

14. Any repairs necessary to maintain the habitability of the building are the sole responsibility of Lessor.

15. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors in interest and assigns, subject, as applied to Lessee, to the provisions of Paragraph 10 hereof which provides that there shall be no assignment of this lease in any fashion.

16. The exercise of any and all rights of Lessor upon Lessee's default hereunder shall in no event give rise to any claim by Lessee for any consequential damages resulting from the exercise of such rights and Lessee hereby waives any and all claims for any such consequential damages.

17. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

18. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This Lease may not be modified except by a writing signed by both Lessor and Lessee.

19. Failure of Lessor to insist upon the strict performance of any term(s), covenant(s), agreement(s) and/or condition(s) hereof shall not constitute or be construed as a waiver of the right to thereafter enforce the same, which shall continue in full force and effect.

20. This Lease shall be construed, interpreted and governed by the laws of the State of Washington.

LESSOR: MUTUAL COMMUNICATIONS SITES, LLC

THOMAS W. READ, Member

LESSEE: EDUCATIONAL MEDIA FOUNDATION

MICHAEL NOVAK, President

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that THOMAS W. READ is the person who appeared before me, and said person acknowledged that he signed this instrument as the duly authorized manager/member of MUTUAL COMMUNICATIONS SITES, LLC and acknowledged it to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated _____

Print Name: _____
Notary Public in and for the State of Washington, residing at
Spokane County
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that MICHAEL NOVAK is the person who appeared before me, and said person acknowledged that he signed this instrument as the duly authorized president of EDUCATIONAL MEDIA FOUNDATION and acknowledged it to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated _____

Print Name: _____
Notary Public in and for the State of _____, residing at
_____ County
My Commission Expires: _____

LEASE-A

I. Legal Description of the Premises

A parcel of land located in the east half of the southeast quarter of Section 23, Township 22 North, Range 20 East W.M., more particularly described as follows:

Beginning at the northwest corner of Mueller Short Plat as recorded by Chelan County Auditor in Book 12 of Short Plats, pages 79 and 80; Thence south $64^{\circ}05'01''$ East, for a distance of 1040.51 feet; Thence north $25^{\circ}54'59''$ East, for a distance of 124.41 feet, to the true point of beginning of this description; Thence north $29^{\circ}00'02''$ East, for a distance of 81.69 feet; Thence south $83^{\circ}59'32''$ East, for a distance of 53.22 feet; Thence south $38^{\circ}38'48''$ East, for a distance of 55.15 feet; Thence south $29^{\circ}00'02''$ West, for a distance of 81.50 feet; Thence north $60^{\circ}59'58''$ East, for a distance of 100.00 feet, to the true point of beginning;

Said parcel containing 0.2 acres more or less.

LEASE - B

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

DOUGLAS COUNTY ED RADIO ASSOCIATION
P.O. BOX 31000
SPOKANE WA 99223

James D. Bradshaw
Deputy Chief
Audio Division
Media Bureau

Facility ID: 85971

Grant Date: March 28, 2005

Call Sign: 970327MC

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Permit File Number: BPED-19970327MC

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: DOUGLAS COUNTY ED RADIO ASSOCIATION

Station Location: WA-EAST WENATCHEE

Frequency (MHz): 88.1

Channel: 201

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Not Reported

Antenna Coordinates: North Latitude: 47 deg 22 min 52 sec
 West Longitude: 120 deg 17 min 16 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	.60	.60
Height of radiation center above ground (Meters):	6	6
Height of radiation center above mean sea level (Meters):	622	622
Height of radiation center above average terrain (Meters):	-40	-40

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 8 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 THE AUTOMATIC PROGRAM TEST PROVISIONS OF 47 C.F.R. SECTION 73.1620 DO NOT APPLY IN THIS CASE. A FORMAL REQUEST FOR PROGRAM TEST AUTHORITY MUST BE FILED IN CONJUNCTION WITH FCC FORM 302-FM, APPLICATION FOR LICENSE, BEFORE PROGRAM TESTS WILL BE AUTHORIZED. This request should be submitted at least 10 days prior to the date on which program tests are desired to commence. This request must contain documentation which demonstrates compliance with the following special operating condition(s):

- 2 The permittee/licensee shall, upon completion of construction and during the equipment test period, make proper radiofrequency electromagnetic (RF) field strength measurements throughout the transmitter site area to determine if there are any areas that exceed the FCC guidelines for human exposure to RF fields. If necessary, a fence must be erected at such distances and in such a manner as to prevent the exposure of humans to RF fields in excess of the FCC Guidelines (OET Bulletin No. 65, Edition 97-01, August 1997). The fence must be a type which will preclude casual or inadvertent access, and must include warning signs at appropriate intervals which describe the nature of the hazard. Any areas within the fence found to exceed the recommended guidelines must be clearly marked with appropriate visual warning signs.

Special operating conditions or restrictions:

- 3 Documentation demonstrating compliance with the special operating condition(s) may be submitted in advance of the filing of FCC Form 302-FM. The Commission's staff will review it for compliance and respond by letter stating whether automatic PTA has been reinstated.

- 4 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***