

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made on this 17th day of September, 2018, by and between COCHISE MEDIA LICENSES LLC, a Wyoming limited liability company (“Seller”), and LEE FAMILY BROADCASTING, INC., an Idaho Corporation (“Buyer”). Seller and Buyer are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, Seller desires to convey all rights, title, and interest in and to certain of the assets of FM Broadcast Station KXML, Fairfield, Idaho (FCC Facility ID No. 164259) (the “Station”), subject to the terms and conditions stated herein; and

WHEREAS, Buyer desires to receive and own the Station and such assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the “FCC”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Subject to the prior approval of the FCC, Seller agrees to transfer, assign, convey, and deliver to Buyer, and Buyer agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following:

- (a) all licenses, construction permits, authorizations or other rights of any kind issued or granted by the FCC to Seller with respect to the Station (collectively the “FCC Licenses”) as listed in Schedule 1 (a); and
- (b) all FCC files and records pertaining to the Station (“FCC Records”).

The schedule, as identified in the foregoing, is attached hereto and made a part hereof. The FCC Licenses and FCC Records are sometimes collectively referred to in this Agreement as the “Assets.” Seller will retain its: (i) accounts receivable arising from the operation of the Station prior to Closing, cash, deposits and prepaid items; (ii) any rights that Seller may have to the call sign KXML and any domain name associated with the Station (the “Intellectual Property”); and (iii) any other asset not specifically identified in (a) and (b) above.

Buyer assumes no liabilities, debts, or obligations, including without limitation, for Station’s personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Seller. Buyer assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt or obligation of Seller, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

2. **PURCHASE PRICE, ESCROW AGREEMENT.**

(a) **Purchase Price.** The purchase price for the Assets is One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"). Except the FCC Annual Regulatory Fee for the Station which will be paid by Seller for FY 2017-18 and reimbursed by Buyer in full at Closing and the FY 2018-19 Annual Regulatory Fee (the "FCC Fees"), all prepaid and deferred expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the Closing Date. The prorations and adjustments contemplated by this Section shall be made to the extent practicable at the Closing (as defined in Section 6 below), and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

(b) **Escrow Agreement.** Upon execution and delivery of this Agreement, Buyer shall deposit with Escrow Agent (as defined below) the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Escrow Deposit") subject to an escrow agreement attached hereto as Exhibit 1 (the "Escrow Agreement"). At the Closing, the Escrow Deposit shall be delivered by Escrow Agent to Seller as a credit against the Purchase Price. Any fee due Escrow Agent shall be paid by Buyer at Closing.

3. **SELLER'S COVENANTS AND WARRANTIES.** Seller hereby covenants and warrants as follows:

(a) The FCC Licenses are in full force and effect, and, to Seller's knowledge, the Station operates in material compliance with the FCC Licenses, the rules and regulations of the FCC, and applicable laws of the State of Idaho and federal laws.

(b) Seller is aware of no litigation, proceeding, or investigation pending or threatened against or relating to Seller, its business, or the Assets to be transferred hereunder, and, except as set forth herein, knows of no reason why the FCC Licenses would not be renewed in the ordinary course.

(c) Seller has good and marketable title to all owned Assets.

(d) Seller will convey said Assets to Buyer in "as is" condition on the Closing Date and, except as expressly set forth in this Agreement, makes no warranty whatsoever with regard to the condition of said Assets.

(e) Seller will deliver the Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments or other encumbrances of any kind.

(f) Seller has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

(g) Seller is responsible for all liabilities and other obligations to all current employees of Seller employed at the Station and any employees hired by Seller up to the Closing Date. It is understood and agreed by the Parties that Buyer may hire new

employees to operate the Station for dates after the Closing Date, assumes no liabilities or obligations whatsoever for the Station's current employees, and is under no obligation to hire any such employees.

(h) As of the Closing Date, Seller will have paid and/or be responsible for all Station operating expenses, FCC regulatory fees and all taxes and assessments relating to the Assets prior to the Closing Date. Any such expenses or fees requiring proration will be prorated as of the Closing Date as necessary, except as otherwise provided in Section 2 above.

(i) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(j) The warranties, representations, and covenants contained in this Section 3 shall survive Closing for a period of one (1) year.

(k) Prior to Closing, Seller shall apply to the FCC to reassign the Station's call sign, KXML, contingent upon the Closing, to another station of Seller.

4. **BUYER'S COVENANTS AND WARRANTIES.** Buyer hereby covenants and warrants as follows:

(a) Buyer has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Buyer enforceable in accordance with its terms.

(b) Buyer knows of no reason why it should not be approved to become a holder of the FCC Licenses.

(c) Prior to Closing, Buyer will have inspected the Assets to be conveyed pursuant to the terms of this Agreement and found each item to be in satisfactory condition and suitable for Buyer's purposes.

(d) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.

(e) Prior to Closing, Buyer shall apply to the FCC to change the Station's call sign, contingent upon the Closing, from KXML to a call sign selected by Buyer.

(f) The warranties, covenants, and representations contained in this Section 4 shall survive the Closing Date for a period of one (1) year.

(g) On the Closing Date, Buyer shall assume the obligations of Seller, if any, arising from the business or operation of the Station after the Closing Date.

5. **FCC ASSIGNMENT APPLICATION.** Seller and Buyer shall file an application with the FCC for consent to the assignment of the FCC Licenses to Buyer (“Assignment Application”) within five (5) business days after executing this Agreement and to cooperate fully and diligently in seeking FCC's consent to assignment of the FCC Licenses from Seller to Buyer, subject to the limitations set forth in Section 3(d) above. Buyer shall pay the filing fee for such application;

6. **CLOSING.** The closing of the sale of the Assets to Buyer (the “Closing”) shall take place at a place and time designated by Seller (the “Closing Date”), but in no event shall the Closing Date be prior to the grant of FCC consent to the assignment of the FCC Licenses to Buyer, or later than five (5) business days after such grant; provided however, Seller will not unreasonably withhold its consent in the event Buyer requests, on a reasonable basis, that the Closing Date be extended to a date no later than five (5) business days after the FCC grant has become a Final Order. 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.

7. **CLOSING DOCUMENTS.**

(a) Seller will, at Closing, execute and deliver to Buyer customary assignments, instruments, and other documents sufficient to grant to Buyer title to the Assets, free and clear of liabilities, debts, claims, assessments, liens and other encumbrances of any kind.

(b) Buyer will, at Closing, deliver or cause to be delivered to Seller the Purchase Price, less the Escrow Deposit, in immediately available funds by wire transfer to an account specified by Seller.

(c) Buyer shall reimburse Seller for the FCC Fees and shall pay Escrow Agent for its services.

8. **TERMINATION.** This Agreement may be terminated at any time prior to the Closing as follows:

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

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

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any

of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period; or

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is nine (9) months after the execution of this Agreement, and if the Party giving notice is not then in default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a Party receives from the other Party written notice of breach or default hereunder and continuing for ten (10) days thereafter.

9. **DAMAGES UPON TERMINATION.** Termination of this Agreement shall not automatically relieve any Party of any liability for breach or default under this Agreement prior to the date of termination and accordingly the Parties agree as follows: Upon termination under Sections 8(c) or 8(d), due to a default of Seller, the Escrow Deposit shall be returned to Buyer and Buyer shall be entitled to recover damages resulting from Seller's default in an amount equal to the Escrow Deposit, and this Agreement shall be deemed null and void and neither Party will have any further liability or obligation to the other. Upon termination under Sections 8(b) or 8(d), due to a default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Escrow Deposit as liquidated damages and not a penalty as Seller's sole remedy at law or in equity, and this Agreement shall be deemed null and void and neither Party will have any further liability or obligation to the other. If this Agreement is terminable pursuant to Section 8(c) or 8(d) due to the default of Seller, Buyer may, as an alternative to terminating this Agreement and return of the Escrow Deposit, bring an action for specific performance, Seller hereby acknowledging that the Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances. If the Agreement is terminated by either Party under Section 8(d) but not due to the default of either Party, the Escrow Deposit shall be returned to Buyer.

10. **ARBITRATION.** In the event of any dispute, controversy or claim under the provisions of this Agreement (other than one in which the sole relief sought is an equitable remedy such as an injunction, or specific performance relief sought by Buyer as provided in Section 9 above), the Parties shall be required to have the dispute, controversy or claim settled by arbitration in Jackson, Wyoming in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, before a panel of three arbitrators, two of whom shall be selected by Seller and Buyer, respectively, and the third of whom shall be selected by the other two arbitrators. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by either Party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The fees of the American Arbitration Association and the arbitrators and any expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) shall be paid as determined by the arbitrators.

11. **STATION CONTROL/INSPECTION.** Prior to Closing, Seller shall have

complete control over the Assets and operation of the Station. Buyer shall have the right to reasonable access to the Station's logs and other records as to the operation of the Station prior to Closing and Seller shall provide Buyer all other information concerning the Station Assets as Buyer may reasonably request (any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement).

12. **INDEMNIFICATION.**

(a) Following the Closing, Seller hereby agrees to indemnify, defend, save, and hold Buyer harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Buyer by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Assets or operation of the Station prior to the Closing Date hereunder, or arising out of any breach by Seller of any agreements which might be assigned to Buyer hereunder because of events occurring prior to the Closing Date. The Seller's maximum liability under this Section 12(a) shall be limited to the Purchase Price. This Section 12(a) shall survive Closing for one (1) year.

(b) Following the Closing, Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Assets or operation of the Station subsequent to the Closing Date hereunder or arising out of any breach by Buyer of any agreements which might be assigned to Buyer hereunder because of events occurring after the Closing Date hereunder. Except for liabilities associated with such assigned contracts, if any, the Buyer's maximum liability under this Section 12(b) shall be limited to the Purchase Price. This Section 12(b) shall survive Closing for one (1) year.

13. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Seller: Cochise Media Licenses LLC
PO Box 11060
Jackson, Wyoming 83002
Attention: Ted Tucker

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

Stephen T. Lovelady, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th St., 11th Floor
Arlington, VA 22209

If to Buyer: Lee Family Broadcasting Inc.
47 North 100 West
Jerome, Idaho 83338
Attention: Kim Lee, President

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

M. Scott Johnson, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th St., 11th Floor
Arlington, VA 22209

14. **ASSIGNMENT.** Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

15. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

16. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wyoming, without regards, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

17. **ENTIRE AGREEMENT.** This Agreement, the Schedule hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Seller and Buyer with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

18. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any

subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance set forth in this Section.

19. **FURTHER ASSURANCES.** From time to time before, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as the other Party, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at the Closing, and any and all actions which may reasonably be necessary or desirable to complete the transactions contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

20. **COUNTERPARTS.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Agreement transmitted by facsimile or other electronic means shall be valid and binding.

21. **CONFIDENTIALITY.** Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders (and the lenders' affiliates, general partners, auditors and rating agencies, on a need to know and confidential basis), and their respective attorneys in furtherance of the consummation of the transaction contemplated by this Agreement.

22. **ANNOUNCEMENTS.** Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement.

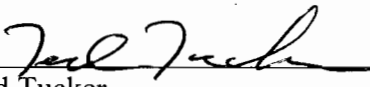
23. **EXPENSES.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that each of Buyer and Seller shall pay one-half of any governmental taxes applicable to the transfer of the Station Assets under this Agreement, if any.

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SIGNATURES APPEAR ON FOLLOWING PAGE]***

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

SELLER:

COCHISE MEDIA LICENSES LLC

By: 
Name: Ted Tucker
Title: Managing Member

BUYER:

LEE FAMILY BROADCASTING, INC.

By: _____
Name: Kim Lee
Title: President

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

SELLER: **COCHISE MEDIA LICENSES LLC**

By: _____
Name: Ted Tucker
Title: Managing Member

BUYER: **LEE FAMILY BROADCASTING, INC.**

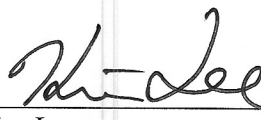
By:  _____
Name: Kim Lee
Title: President

Table of Schedules and Exhibits

SCHEDULES

1(a) FCC Licenses

EXHIBITS

1. Escrow Agreement

Schedule 1(a)

List of Licenses, Permits and Authorizations

LICENSE AUTHORIZATION (BLH-20080411AHM) FOR KXML TO OPERATE AT SALMON, IDAHO WITH FCC FACILITY ID NUMBER 164259 ON 99.9 MHZ EXPIRING 10/1/2021.

CONSTRUCTION PERMIT (BMPH-20090121ACC) TO OPERATE AT FAIRFIELD, IDAHO ON 99.9 MHZ GRANTED FEBRUARY 26, 2010. EXPIRATION IS BEING TOLLED.

Exhibit 1

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this 17th day of September 2018, by and among Cochise Media Licenses LLC, a Wyoming limited liability company (“Seller”), Lee Family Broadcasting, Inc., an Idaho corporation (“Buyer”) and Fletcher, Heald & Hildreth, P.L.C., a Virginia professional limited liability company, as escrow agent (“Agent”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated September 17, 2018, by and between Buyer and Seller (the “Purchase Agreement”), Buyer has agreed to acquire from Seller, and Seller has agreed to sell to Buyer, all of the Station Assets (as such term is defined in the Purchase Agreement), relating to the operation of Station KXML(FM), Fairfield, Idaho (FCC Facility No. 164259).

B. It is contemplated in the Purchase Agreement, that Buyer, Seller and Agent will execute and deliver this Agreement.

C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS

In consideration of the recitals and of the respective agreements and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I **DEPOSIT**

Section 1.1 Escrow Deposit

(a) Within two business days after the execution of this Agreement, Buyer shall deliver to Agent, pursuant to the provisions of the Purchase Agreement, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the “Escrow Deposit”) in the form of immediately available funds.

(b) The Escrow Deposit shall be held by Agent for the benefit of Buyer and Seller as provided in this Agreement and the Purchase Agreement.

Section 1.2 Acceptance of Appointment as Agent. Seller and Buyer, by executing of this Agreement, appoint Agent as escrow agent, and Agent, by executing this Agreement, accepts its appointment as escrow agent with respect to the Escrow Deposit and agrees to hold and deliver the Escrow Deposit in accordance with the terms of this Agreement.

Section 1.3 Trust Account. Agent shall hold the Escrow Deposit in its IOLTA trust account. Seller and Buyer acknowledge that, pursuant to Virginia statutes and regulations, interest on Agent's IOLTA account accrues to the benefit of the Legal Services Corporation of Virginia to provide legal assistance to low-income residents of Virginia, and not to Seller, Buyer, or Agent. Agent shall not be liable for any loss of principal or income due to the choice of bank in which the Escrow Deposit is held.

Section 1.4 Disbursement of the Escrow Deposit. Agent shall discharge its duties of distribution and disposal pursuant to this Agreement, upon compliance with joint written instructions of Seller and Buyer or their duly designated representatives delivered to Agent. If Agent shall not have received such joint written instructions and a controversy shall exist between Buyer and Seller as to the correct disposition of the Escrow Deposit, Agent may, at its election, (a) continue to hold the Escrow Deposit until it receives such joint written instructions or a final order by a court of competent jurisdiction directing the disposition of the Escrow Deposit, (b) resign as provided under Section 2.1(d) below, or (c) commence an interpleader action in a court of competent jurisdiction and pay the Escrow Deposit to such court. Upon Agent doing the actions permitted under either subsection (b) or (c) above, its duties, responsibilities, and liabilities with respect to the Escrow Deposit shall terminate.

ARTICLE II **AGENT**

Section 2.1 Rights and Responsibilities of Agent.

(a) The duties and responsibilities of Agent shall be limited to those expressly set forth in this Agreement and Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, the parties to this Agreement, unless such agreement, direction or instruction is in writing and signed by both Buyer and Seller, and provided to Agent.

(b) If any controversy arises between the parties to this Agreement or with any other party concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's discretion, Agent may require, notwithstanding what may be set forth elsewhere in this Agreement. In such event, Agent will not be liable for interest or damage. Furthermore, Agent, at its option, may file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges and reasonable attorney fees incurred by Agent due to the interpleader action shall be paid one-half by Buyer and one-half by Seller. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Agent shall not be liable to any party for damages, losses, or expenses, except as a result of gross negligence or willful misconduct on the part of Agent. Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

(d) Agent, and any successor Agent, may resign at any time as escrow agent hereunder by giving at least thirty (30) days' prior written notice to Seller and Buyer. Upon such resignation and the appointment of a successor escrow agent, the resigning Agent shall be absolved from any and all further liability in connection with the exercise of its powers and duties as escrow agent hereunder, except for liability arising in connection with its own gross negligence or willful misconduct. Upon their receipt of notice of resignation from Agent, Buyer and Seller shall use reasonable efforts jointly to designate a successor Agent. In the event Buyer and Seller do not agree upon a successor escrow agent within thirty (30) days after the receipt of such notice, Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than ten (10) days' prior written notice to Agent to terminate the appointment of Agent, or successor Agent, as escrow agent hereunder. Agent or successor Agent shall continue to act as escrow agent until a successor is appointed and qualified to act as Agent.

Section 2.2 Expenses of Agent. Agent shall be entitled to reimbursement for its reasonable expenses actually incurred by it in connection with its duties under this Agreement (the "Agent Expenses"). Except as otherwise provided herein, all Agent Expenses shall be invoiced periodically by Agent and shall be an equally shared obligation of Buyer and Seller.

Section 2.3 Indemnification of Agent. The parties and their respective successors and assigns agree, jointly and severally, to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter; *provided, however*, neither Buyer nor Seller nor their successors and assigns need indemnify Agent for any loss, claim, damage, liability or expense caused by Agent's gross negligence or willful misconduct.

Section 2.4 Agent's Representation of Seller and Buyer. Seller and Buyer acknowledge that Agent has represented both of them in connection the Purchase Agreement and the FCC assignment application, and is providing its services under this Agreement at the request of, and as an accommodation to, the parties. Seller and Buyer agree that the provision of services by Agent under this Agreement does not bar or limit the ability of Agent to represent the other party in connection with the transactions contemplated under the Purchase Agreement and its consummation, or in any litigation or other proceedings that might arise, provided, however, that in the event of such litigation or proceedings, Agent shall proceed in accordance with Sections 1.4(b) or (c) above.

ARTICLE III **MISCELLANEOUS**

Section 3.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) upon confirmation of delivery after being sent by recognized overnight delivery service or (c) within five (5) business days after being mailed by first-class mail, postage prepaid, and in each case addressed as follows:

If to Seller: Cochise Media Licenses LLC
PO Box 11060
Jackson, Wyoming 83002
Attention: Ted Tucker

If to Buyer: Lee Family Broadcasting Inc.
47 North 100 West
Jerome, Idaho 83338
Attention: Kim Lee, President

If to Agent: Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Susan A. Marshall and M. Scott Johnson

Any party, by written notice to the other parties pursuant to this Section 3.1, may change the address or the persons to whom notices or copies thereof shall be directed.

Section 3.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties, except that Buyer may assign its rights under this Agreement without obtaining the prior written consent of the other parties hereto, to any person or entity to whom, pursuant to the Purchase Agreement, Buyer is permitted to assign all or any portion of its

rights under the Purchase Agreement; *provided, however*, that any such assignee duly executes and delivers an agreement to assume Buyer's obligations under this Agreement.

Section 3.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Agent, Buyer and Seller.

Section 3.4 Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 3.5 Construction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Virginia, without giving effect to the choice of law provisions thereof that may direct the application of the laws of another jurisdiction. Any proceedings to enforce this Agreement shall be commenced in a court of competent jurisdiction in the Commonwealth of Virginia. The parties agree not to assert or interpose any defenses, and do hereby waive the same, to the conferral of personal jurisdiction and venue by such court in any suit, action or proceeding. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections and Exhibits are references to Sections and Exhibits of this Agreement.

Section 3.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Agent, and their respective permitted successors and assigns, any rights or remedies under, or by reason of, this Agreement.

Section 3.7 Waiver of Offset Rights. Agent hereby waives any and all rights to offset that it may have against the Escrow Deposit including, without limitation, claims arising as a result of any claims, amounts, liabilities, costs, expenses, damages, or other losses that Agent may be otherwise entitled to collect from any party to this Agreement.

Section 3.8 Attorneys Fees/Costs of Suit. If either Buyer or Seller institutes a legal action against the other with respect to the Escrow Deposit, the prevailing party shall be entitled to its attorneys fees and costs of suit, including the cost of any appeals.

Section 3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed any original and all of which together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, Seller, Buyer and Agent have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first written above.

SELLER:

COCHISE MEDIA LICENSES LLC

By: _____
Ted Tucker, Managing Member

BUYER:

LEE FAMILY BROADCASTING, INC.

By: _____
Kim Lee, President

AGENT:

FLETCHER, HEALD & HILDRETH, P.L.C.

_____, Member