

Agreements Related to Proposed Assignment of Licenses

The Asset Purchase Agreement (“APA”) assigned as a part of the Assignor’s certifications is a true and correct copy of the APA which sets for the terms of the proposed assignment of licenses.

Additionally, the parties to the Asset Purchase Agreement are also parties to an “FM Translator Maintenance, Use, and Option Agreement,” pursuant to which translator stations K242AT, K265CY, and K276BR rebroadcast the programming of Assignee’s station KAMB, and Assignee provides certain maintenance services and held an option to purchase the stations, and a copy of which is attached hereto. The exercise of the option to purchase, which has now taken place, resulted in the parties’ entering into the APA.

FM TRANSLATOR MAINTENANCE, USE, AND OPTION AGREEMENT

THIS FM TRANSLATOR MAINTENANCE, USE, AND OPTION AGREEMENT (this “Agreement”) is made as of May 2, 2018 by and between **Central Valley Broadcasting Co., Inc.**, a California not for profit corporation (“Central Valley”) and **Susan B. Bushell**, a California resident (“Bushell”).

Recitals

WHEREAS, Bushell is the licensee of FM translator stations K276BR (Facility ID No. 10939), Santa Cruz, California; K265CY (Facility ID No. 15875), San Jose, California; and K242AT (Facility ID No. 10925), Salinas, etc., California (each a “Station” and collectively the “Stations”), pursuant to licenses (“the Licenses” issued by the Federal Communications Commission (the “FCC” or “Commission”).

WHEREAS, Central Valley is the licensee of noncommercial educational station KAMB (Facility ID No. 3249), Merced, California (“KAMB”).

WHEREAS, Bushell desires to retain Central Valley to assist in the maintenance of the technical facilities of the Stations, subject to consultation with and supervision of Bushell.

WHEREAS, the parties desire that Central Valley will allow rebroadcast of KAMB on the Stations and that the Stations shall rebroadcast KAMB, pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, Bushell desires to grant to Central Valley, and Central Valley desires to accept, an option to purchase the Stations (the “Purchase Option”) as more specifically provided herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of the date first written above (the “Effective Date”) and shall continue for a period of thirty-six (36) months, unless earlier terminated or extended in accordance with the terms hereof; provided, however, that the term shall be automatically extended, if necessary, in accordance with its then existing terms, by a period of up to six (6) months to allow for completion of a sale of the Stations to Central Valley if Central Valley has exercised its Option, as defined below.

2. **Maintenance of Station.** Central Valley agrees to and shall be responsible for maintaining, at its own expense, the technical facilities of the Stations in accordance with their Licenses. In connection with this agreement, Central Valley shall undertake the following at its sole expense (collectively, the “Work”):

- a. Transmission Equipment. In consultation with and under the direction of Bushell, maintain in good working order, repair, and/or replace and install as necessary any and all transmission equipment necessary for the Stations to broadcast in accordance with their Licenses
- b. Cost of the Work. Central Valley shall be responsible for the entire cost of the Work and shall not be entitled to reimbursement for any such costs or any costs associated with provision of programming hereunder. If, however, the cost of any Work shall exceed \$10,000 in any one year and is not offset in full by “bonus income” [see section 7b] earned or received by Central Valley, then Central Valley may, in its sole discretion, elect upon written notice to Bushell, to terminate this Agreement solely with respect a specific Station for which such Work is needed.
- c. Work Oversight. Central Valley shall oversee the completion of the Work, using reasonably its best skill and attention and, subject to the reasonable review and concurrence of Bushell, which Bushell shall not unreasonably withhold, Central Valley shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.
- d. Quality of Materials and Equipment. Central Valley warrants to Bushell that all materials and equipment furnished under this Agreement will be in good condition and that all Work will be of good, workman-like quality, in accordance with good engineering practices, and free from material faults.
- e. Compliance Obligation. Central Valley shall comply in all material respects with all laws, ordinances, rules, regulations and lawful orders of any public authority applicable to the Work.
- f. Installed Transmission Equipment Assets. Following the purchase and installation of any replacement transmission equipment, such equipment shall become and remain the property of Central Valley; provided, however, that Bushell shall have the option to purchase any such equipment at a price equal to Central Valley’s cost should this Agreement terminate with respect to the Station using the replacement equipment.

3. Programming. Beginning on the Effective Date, Central Valley shall provide twenty-four (24) hours of daily programming from KAMB (or from such other broadcast station as Central Valley may reasonably designate, so long as the retransmission of the programming of such other station is permissible under FCC rules (the “Programming”) for retransmission on the Stations The Stations shall rebroadcast

the Programming in its entirety without modification subject to the terms of this Agreement and Bushell's obligations under the Communications Act of 1934, as amended (the "Act"), and all rules and published policies of the FCC. If, during the Term, the rules and policies of the FCC then in effect would permit a Station or the Stations to transmit material other than retransmitted audio material, Central Valley may designate any such permitted material for transmission on the Station(s), and such material shall be considered the Programming for the purposes of this Agreement with the consent of Bushell, which consent shall not be unreasonably withheld.

4. Programs. Central Valley shall ensure that the Programming complies with FCC rules and policies and other applicable law, and reasonably complies with Bushell's program standards as in effect from time to time. Central Valley shall ensure that the Programming includes proper station identification announcements in accordance with FCC rules and regulations. Central Valley shall co-operate with Bushell with respect to compliance with applicable FCC rules and policies. Central Valley shall not knowingly broadcast any Programming that disparages or otherwise harms the reputation of Bushell or the Stations.

5. Rebroadcast Consent. Beginning on the Effective Date and continuing through the remainder of the Term, Central Valley hereby grants Bushell permission to rebroadcast the Programming over the Stations. To the extent that the FCC rules limiting the rebroadcast of noncommercial educational FM stations on the Stations change, the provisions of this Section 7 shall be modified to comply with any increase or decrease in the maximum limit of the Stations' operations with respect to the station being rebroadcast on the Stations.

6. Facilities. Central Valley shall deliver the Programming to the Stations' transmission facilities in a manner consistent with the rules and regulations of the FCC.

7. Payments, Costs and Responsibilities. During the Term, Central Valley shall make the following payments in consideration of keeping the Option To Purchase provided for herein valid and in effect, and in payment for Bushell's costs in making the Stations available to Central Valley:

- a. Central Valley shall pay to Bushell the monthly base fee of Two Thousand Six Hundred Eleven Dollars and Seventy-six Cents (\$2,611.76), plus an administrative fee of Five Hundred Dollars (\$500.00), for a total of Three Thousand Eleven Dollars and Seventy-six Cents (\$3,111.76) each month (the "Monthly Fee"), with such payment due on the date of execution of this Agreement, and on the first day of each month thereafter. The Monthly Fee may be adjusted upward, upon at least sixty (60) days' advance notice to Central Valley, should direct transmitter site rental costs to Bushell increase, and any adjustment in the Monthly Fee shall be limited to the amount of the increased cost to Bushell. It is anticipated that the tower site rents will escalate by 4-5% per year on an annual basis.

- b. Central Valley shall provide to Bushell, by the fifteenth (15th) day of each month, a monthly revenue report by zip code within each Station's predicted 60 dBu signal contour of any donations that are received by Central Valley from the FM translator coverage areas during the preceding month. When the total donor revenue to Central Valley in all of the Stations' coverage area zip codes exceeds the total amount of the Base Rent Fee (plus any future monthly rent cost increases) plus the \$500 monthly Administrative fee then Bushell shall receive Fifteen Percent (15%) of the additional amount received by Central Valley from those areas. This amount shall be paid to Bushell as an additional payment (the "Bonus Payment"). The Bonus Payment shall be due no later than the first (1st) day of the month following the month on which the relevant revenue report was delivered to Bushell.
- c. Should Central Valley default on the timely payment of any of the payments noted above, Bushell may terminate this Agreement as set forth in Section 13 herein.
- d. The Monthly Fee payments and the "Bonus Payments" shall be made as follows: Susan Bushell, 1303 Acacia Court, Roseville, CA 95661.

8. Control. Notwithstanding anything herein to the contrary, at all times Bushell shall have control over the Stations. If Bushell determines, in the exercise of her reasonable discretion, that any Programming is for any reason unsatisfactory, unsuitable or contrary to the public interest, Bushell may, upon prior written notice to Central Valley (to the extent time permits such notice or, in any event, as soon as possible), reject, preempt, suspend, or cancel the rebroadcast of such material without incurring liability to Central Valley. In such an event, Bushell's sole option shall be to temporarily suspend operations. Under no circumstance shall Bushell replace the Programming with programming from any other source. Central Valley shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of any or all of the Stations. Bushell shall operate the Station in all material respects with the maximum facilities authorized by the Station's FCC license or other valid FCC authorization and otherwise in compliance with the Act and the rules and published policies of the FCC. Bushell shall not intentionally reduce any Station's power or cause any or all of the Stations to cease operations unless (i) required under the rules and published policies of the FCC, (ii) necessary for routine maintenance of the Station(s) or for other facilities at a Station's tower site, or (iii) approved by Central Valley in its reasonable discretion.

9. Option to Purchase. Bushell hereby grants to Central Valley, and Central Valley hereby accepts, the exclusive, irrevocable right and option (the "Option") to acquire from Bushell good and marketable title to the one or more of the Stations, including all assets used or useful in the operation of the respective Station(s) (the

“Station Assets”), free and clear of all material liens and liabilities, in accordance with the terms and conditions of this Agreement. The Option may be exercised by Central Valley at any time during the term of this Agreement (the “Option Period”), by giving written notice of Central Valley’s exercise of the Option, and if the initial Option specifies purchase of less than all of the Stations, Central Valley’s Option shall continue with respect to the remaining Station(s) until the end of the Option Period.

10. Station Purchase. Within thirty (30) business days of receipt of the Exercise Notice, Bushell shall enter into an Asset Purchase Agreement for the Station(s) subject to the Exercise Notice. The purchase price for the Station(s) shall be the average appraised price as determined by two separate radio broker appraisals (one broker selected by Central Valley and one selected by Bushell. In the event that neither party is satisfied with the average of the two broker appraisals, both radio brokers will by mutual consent select a third radio broker to appraise the FM translators to set a purchase value. Bushell shall also expeditiously prepare the assignor’s portion of an FCC application for consent to assignment of the Station(s)’ licenses and file the application and any other necessary documentation with the FCC in order to obtain consent to the assignment and sale of the Station(s) and each party will pay ½ of any FCC application filing fees (not to exceed \$500 for Central Valley). Bushell shall in addition take any and all other action necessary in order to effect the sale of the Station(s) to Central Valley. Central Valley shall co-operate with Bushell in the preparation of the application and shall join with her in filing such application. If, however, Central Valley is not then in full compliance with the terms and conditions of this Agreement, and if all payments then due from Central Valley to Bushell have not been made, then Bushell shall not be under any obligation to enter into an Asset Purchase Agreement until Central Valley is in full compliance with the terms and conditions of this Agreement and all payments due from Central Valley have been made in full. This Agreement shall remain in full force and effect while an application for consent to assignment of the licenses for the Station(s) is pending. Further, if the Exercise Notice specifies purchase of less than all of the Stations, then this Agreement shall remain in effect until the end of the Term, as such Term may be extended, with respect to the remaining Station(s), except that the Monthly Fee shall be reduced on a *pro rata* basis to remove the payments with respect to the Station(s) not purchased by Central Valley. Any expenditures in excess of \$1,000 made by Central Valley during the Term of this Agreement for equipment, necessary or advisable to maintain the operation of one or more of the Stations shall be credited toward Central Valley’s payment of the purchase price for such Station(s).

11. Renegotiation Upon FCC Action. If the FCC shall determine that this Agreement is inconsistent with Bushell’s obligations as the holder of the FCC’s authorizations for the Station, or is otherwise contrary to FCC policies, rules, and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Communications Act of 1934, as amended, or under the FCC’s rules, regulations, and policies, the parties shall renegotiate this Agreement in good faith and shall modify this Agreement in a manner that will cure the departure from statute, rule, regulation, or policy and that will maintain a balance of benefits and burdens to Bushell and Central Valley comparable to the balance of benefits and burdens to Bushell and Central Valley provided in this Agreement in its current form.

12. FCC Matters. Should a change in FCC policy or rules make it necessary to obtain the FCC's consent to the implementation, continuation, or further effectuation of any element of this Agreement, Bushell and Central Valley shall use their best efforts diligently to prepare, file, and prosecute before the FCC all petitions, waiver requests, applications, amendments, rulemaking comments, and other documents necessary to secure and/or to retain the FCC's approval of all aspects of this Agreement. Bushell and Central Valley shall bear in equal measure the reasonable cost of preparing any such filings. Notwithstanding anything in this Agreement to the contrary, no joint filing shall be made with the FCC by Bushell and Central Valley with respect to this Agreement, unless both parties hereto shall have reviewed said filing and shall have consented to its submission to the FCC; and Bushell shall not make any unilateral filing with the FCC with respect to this Agreement, unless Bushell shall first have consulted with Central Valley concerning such filing.

13. Termination.

- a. Generally. This Agreement may be terminated by either Bushell or Central Valley (unless otherwise specified herein) by written notice to the other, if the party seeking to terminate is not then in material breach of any representation, warranty, covenant or other obligation hereunder, upon the occurrence of any of the following:
 - i. The mutual consent of both parties;
 - ii. By either party, if the other party fails to perform its obligations under this Agreement in any material respect or breaches the representations made by it under this Agreement in any material respect (other than breaches of required payments pursuant to Section 7 herein and subject to Section 13(b)), and such breach or default continues for a period of ten (10) business days (or, longer as reasonably necessary to cure said breach) after the non-defaulting party provides the defaulting party written notice thereof;
 - iii. Subject to the provisions of Section 11, this Agreement is declared invalid or illegal in whole or material part by an order or decree of an administrative agency or court of competent jurisdiction and this Agreement cannot be reformed, in a manner reasonably acceptable to Central Valley and Bushell, to remove and/or eliminate the violation;
 - iv. A change in FCC rules, policies, or precedent that would cause this Agreement to be in violation thereof and this Agreement cannot be reformed, in a manner reasonably acceptable to Central Valley and Bushell, to remove and/or eliminate the violation;

- v. By Central Valley, upon the displacement of one or more of the Stations by another facility licensed by the FCC, should the parties not be able to relocate such Station in a manner reasonably acceptable to Central Valley;
 - vi. If the FCC cancels or materially alters the terms of the licenses for the Stations;
 - vii. By Central Valley, upon implementation by Bushell of any modification of the operating parameters of one or more of the Stations, if Central Valley fails to approve such modification;
 - viii. By Central Valley upon Ninety (90) days' written notice to Bushell;
 - ix. The acquisition of all of the Stations by Central Valley.
- b. Nonpayment of Rent. If Central Valley has not delivered to Bushell a payment due pursuant to Section 7 hereof by the fifteenth (15th) day after the day on which it is due, Central Valley shall be in default of this Agreement. In the event of such default for nonpayment, Bushell shall give Central Valley written notice of said default and Central Valley shall have Ten (10) days from the date of receipt of the default notice in which to cure said default. If Central Valley fails to cure, this Agreement may be terminated, at Bushell's discretion. In the event that Bushell has previously during the term of this Agreement correctly sent such a default notice to Central Valley, Bushell may elect to charge a late fee of Five Percent (5%) of the then-due Monthly Fee in connection with any subsequent default notices.
- c. Right of First Refusal. In the event that this Agreement is terminated prior to the end of the Term for any reason other than the breach of this Agreement by Central Valley, then for a period of time equal to what would have been the remainder of the Term, if Bushell receives an offer from another qualified buyer to purchase the assets of one or more of the Stations, which Bushell intends to accept, Bushell shall deliver to Central Valley a written notice (the "Third-Party Offer Notice") advising Central Valley of such offer and setting forth all of the material terms of such offer. Upon receipt of a Third-Party Offer Notice, Central Valley shall have thirty (30) business days (the "ROFR Period") to match such offer on substantially the same terms and conditions (the "Central Valley Counteroffer"). Central Valley shall give written notice to Bushell of the Central Valley Counteroffer (the "Counteroffer Notice"). If Central Valley does not deliver a Counteroffer Notice during the ROFR Period, then

Bushell may enter into an agreement with the other qualified buyer consistent with the terms of the Third-Party Offer Notice.

- d. Bushell Default. If this entire Agreement is terminated as a result of a default by Bushell, then Bushell shall reimburse Central Valley for any amounts spent on the acquisition of equipment for any or all of the Stations.
- e. Continued Liability. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior thereto.
- f. Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Bushell or Central Valley, or for power reductions necessitated for maintenance of any of the Stations or for maintenance of other radio or television broadcast stations located at the transmitter site from which a Station is broadcasting, shall not constitute a breach of any representation, warranty, covenant or other obligation under this Agreement.

14. Bushell's Representations and Warranties. Bushell represents and warrants to Central Valley as follows:

- a. Bushell is a resident of the State of California, and has full power and authority to own property, licenses, and permits, and to carry out all of the transactions contemplated by this Agreement.
- b. Authority. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Bushell have been duly obtained, adopted, and complied with. This Agreement constitutes the legal, valid and binding obligation of Bushell, enforceable in accordance with its terms.
- c. Authorizations. Bushell is the Licensee of the Stations and warrants that it currently has the legal capacity and right to own and hold all licenses, permits, and authorizations necessary for operation of the Stations and such licenses, permits, and authorizations are in full force and effect unimpaired by any acts or omissions of Bushell's employees or agents. Bushell knows of no threatened or pending action which could adversely affect the operation of any or all of the Stations.
- d. The execution, delivery and performance of this Agreement (i) does not require the consent of any third party and (ii) will not

conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Bushell is a party or by which Bushell is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Bushell or the Stations.

- e. Bushell and the Stations are and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.
- f. Bushell knows of no reason related to its qualifications which would disqualify it from holding the authorization for the Stations.
- g. During the Term of this Agreement, Bushell will not enter into any other agreement with any third party that would conflict with or result in a breach of this Agreement by Bushell, including but not limited to an agreement to sell one or more of the Stations.

15. Representations and Warranties of Central Valley. Central Valley hereby represents and warrants to Bushell that:

- a. Central Valley is and as of the Closing Date will be a not for profit corporation duly organized, validly existing and in good standing in the state of California.
- b. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Central Valley have been duly obtained, adopted, and complied with. This Agreement constitutes the legal, valid and binding obligation of Central Valley, enforceable in accordance with its terms.
- c. During the Term of this Agreement, Central Valley will not enter into any other agreement with any third party that would conflict with or result in a breach of this Agreement by Central Valley.

16. Indemnification. Each party shall indemnify and hold harmless the other party, and its directors, officers, employees, agents and affiliates, from and against any and all liability pertaining to the Station, including without limitation all consequential damages and attorneys' fees, arising out of or incident this Agreement. Without limiting the generality of the foregoing, Central Valley shall indemnify and hold harmless Bushell from any claims that the Programming violates third party rights, including, without limitation, the rights of publicity and privacy. Subject to the terms of Section 11, if this Agreement is challenged by or before the FCC, Central Valley and Bushell shall use commercially reasonable efforts to jointly defend this Agreement and the parties'

performance hereunder. Under no circumstances shall either party be obligated to seek reconsideration of any adverse FCC decision. Each party shall bear its own expenses incurred by it for such defense, including counsel fees and expenses. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after expiration of the Term or any termination of this Agreement in accordance with its terms. Any claim for indemnification under this Section 18 for a breach of a representation or warranty must be made in writing on or before expiration of that one-year period.

17. Specific Performance. In the event of a material breach of this Agreement by either party, both parties agree any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

18. Notices. Notices under this Agreement shall be (a) in writing, (b) delivered by personal delivery (charges prepaid), by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) 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 written confirmation, and (d) addressed as follows:

if to Bushell:

Susan B. Bushell
1303 Acacia Court
Roseville, CA 95661

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

if to Central Valley:

Central Valley Broadcasting Co., Inc.
90 East 16th Street
Merced, California 95340
Attn: Tim Land
Fax:

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

Anne Goodwin Crump, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street – Eleventh Floor
Arlington, VA 22309
Fax: 703-812-0486

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 18.

19. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC raises a substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and applicable FCC rules and published policies, while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

20. Remedies. Subject to Section 17, in the event that any party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity. If either party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney's fees.

21. Assignment. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably denied; provided, that Central Valley may assign its rights and obligations under this Agreement at any time to any subsidiary of Central Valley, or to any other party under common control with Central Valley, and that Bushell may assign its rights and obligations under this Agreement at any time to any party that (i) is the FCC licensee of the Station and (ii) is a subsidiary of Bushell. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Miscellaneous. This Agreement is subject to the applicable rules and policies of the FCC (some of which are the subject of one or more pending rulemaking proceedings) and other applicable law. This Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original, and facsimile or electronically-delivered signature shall be sufficient to make this Agreement binding. This Agreement (including the Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect hereto. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in any party's enforcement of any right hereunder shall, in and of itself, be deemed to be a

waiver. Neither party shall be deemed to be the agent, partner, or representative of the other party.

23. Entire Agreement. This Agreement and attached schedules and exhibits (i) constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, both written and oral, between the parties, with respect to the subject matter hereof; (ii) shall be binding upon, and is solely for the benefit of, each of the parties herein and nothing in this Agreement is intended to confer upon any other persons any rights or remedies of any nature whatsoever hereunder or by reason of this Agreement; and (iii) in case any provision of this Agreement shall be or shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

Central Valley:

CENTRAL VALLEY BROADCASTING CO., INC.

By: _____

Name: TIM LAND

Title: GENERAL MANAGER

Bushell:

SUSAN B. BUSHELL

Susan B. Bushee