

RETRANSMISSION CONSENT AGREEMENT

This Agreement, dated as of the 25th day of July, 2016, by and between KAHI Corporation, a California corporation (“KC”) and IHR Educational Broadcasting, a California non-profit religious corporation (“IHR”).

WHEREAS, KC has entered into an agreement to acquire the Federal Communications Commission (“FCC”) license for FM Translator Station K252DO, Channel 252, 98.3 MHz, Madera, California, FCC Facility ID # 151372 (“Station K252DO”); and

WHEREAS, IHR is the licensee of Class B AM Broadcast Station KAHI, 950 kHz, Auburn, California, FCC Facility ID # 48341 (“Station KAHI”); and

WHEREAS, KC is desirous of retransmitting the signal of Station KAHI over Station K252DO, which it intends to relocate from Madera, California to the vicinity of Auburn, California pursuant to the so-called “AM Revitalization” program now ongoing at the FCC, which allows for an existing FM translator license to be relocated as much as 250 miles away from its present licensed transmitter site; and

WHEREAS, the parties wish to comply with Section 325(b) of the Communications Act of 1934, as amended, 47 U.S.C. §325(b), so that IHR’s grant of “retransmission consent” to KC is stated in writing;

NOW, THEREFORE, the parties agree as follows:

1. For the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, IHR grants its consent to KC to retransmit over Station K252DO any or all of the programs carried on Station KAHI. Station K252DO will be receiving the signal of Station KAHI off the air.

2. As an FM Translator Station, KC must adhere to the rules and regulations of the FCC regarding the operations of FM translators, including but not limited to the requirement that K252DO retransmit in its entirety, except that KC may insert one thirty (30) second announcement per hour to help defray the operating expenses incurred by K252DO. KC owns the equipment used in the operation of K252DO. KC will be solely responsible for giving local station identification on Station K252DO. As long as it is the licensee of K252DO, KC shall retain control of the finances and staffing (if any) of K252DO as well as the right to determine the primary station to be rebroadcast over K252DO.

3. For purposes of this agreement, written notices may be given by mail to the following:

If to KC:

Mr. Jerry Henry, President
KAHI Corporation
985 Lincoln Way, Suite 103
Auburn, CA 95603

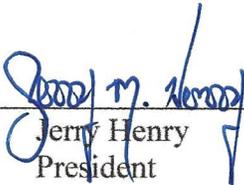
If to IHR:

Mr. Douglas M. Sherman
IHR Educational Broadcasting
3256 Penryn Road, Suite 100
Auburn, CA 95650-8052

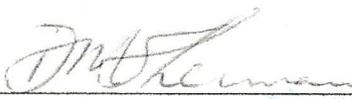
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SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties note their agreement to all of the foregoing
as of the date first written above.

KAHI CORPORATION

By  _____
Jerry Henry
President

IHR EDUCATIONAL BROADCASTING

By  _____
Douglas M. Sherman
President