

AGREEMENT

This Agreement is made and executed as of this 8th date of December, 2003, and is made by and between Community Wireless of Park City, Inc. ("CWPC"), Millcreek Broadcasting, LLC ("Millcreek") and Moenkopi Communications, Inc. ("Moenkopi").

WHEREAS, CWPC is the licensee of noncommercial educational Station KPCW(FM), Park City, Utah; and

WHEREAS, Moenkopi is the licensee of Station KTCE(FM), Payson, Utah; and

WHEREAS, CWPC desires to modify the facilities of Station KPCW and relocate to its formerly licensed site at the Bald Mountain Communications site with the identical facilities of its former license at the top of Deer Valley Ski Area precisely described in FCC application BPED 20030714ABA filed with the FCC on 7/14/2003, ; and

WHEREAS, Moenkopi is agreeable to KTCE being designated with Section 73.215 contour protection status so that KPCW must only protect the existing licensed facilities of KTCE rather than the maximized Class "A" facility of KTCE; and

NOW THEREFORE, for the foregoing reason and the mutual covenants and Agreements set forth herein, CWPC, Millcreek and Moenkopi agree as follows:

1. Moenkopi agrees to file a Contingent application with KPCW thereby moving the KTCE facilities to the West Mountain Communications Site (precisely described at NAD 27 coordinates N45-05-19, W111-49-17) using Section 73.215 contour protection spacing on channel 221A, and agrees to accept protected coverage to its actual proposed facilities at that location rather than maximized Class "A" facilities for KTCE (6.0 kilowatts at 100 meters height above average terrain). Moenkopi agrees to accept Section 73.215 contour protection status for KTCE until a) it receives written notification from Millcreek, or their successors and assigns, terminating this Agreement or b) KTCE becomes fully spaced with regard to all other facilities. Moenkopi agrees to file this contingent application immediately upon the release of FCC MB Docket 02-14.

2. As consideration to Moenkopi, Millcreek, at its sole cost, shall prepare and file the FCC Form 301 contingent application on behalf of KTCE notifying the Federal Communications Commission of KTCE's acceptance of Section 73.215 contour protection status and its desire to request the changes envisioned in paragraph 1 above. Millcreek further agrees to install or pay to install Moenkopi's equipment at that site and prepare and file the requisite FCC Form 302 application on behalf of Moenkopi to cover its construction permit.

3. CWPC agrees to file a Contingent application with KTCE thereby moving the KPCW facilities, using Section 73.215 Contour Protection, to the Bald Mountain Communications site as envisioned in FCC Application BPED 20030714ABA filed July 14, 2003. It should be noted, that the facilities envisioned in BPED 20030714ABA are identical to

the formerly licensed facilities of KPCW which were used by KPCW until June 2002. CWPC agrees to accept Section 73.215 contour protection status for KPCW at the Bald Mountain Site until a) it receives written notification from Millcreek, or their successors and assigns, terminating this Agreement or b) KPCW becomes fully spaced with regard to all other commercial facilities. CWPC agrees to file this contingent application immediately upon the release of FCC MB Docket 02-14.

4. As consideration to CWPC, Millcreek, at its sole cost, shall prepare and file the FCC Form 340 contingent application on behalf of KPCW notifying the Federal Communications Commission of KPCW's request to necessitate the changes envisioned in paragraph 3 above. Millcreek further agrees file the requisite FCC Form 302 application on behalf of CWPC to cover its construction permit.

5. Except to the extent required by law, neither CWPC, Millcreek nor Moenkopi shall disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, representatives deemed disclosure as necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.

6. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to all of the subject matters hereof and may not be amended except by written amendment signed by all parties.

7. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for any party.

8. If any party breaches its obligations under this Agreement, the other parties shall have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other parties' remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

9. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

10. This Agreement shall be governed by and construed according to the laws of the State of Utah, specifically excluding its choice-of-laws provisions.

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[SIGNATURE PAGE TO AGREEMENT]

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

COMMUNITY WIRELESS OF PARK CITY, INC.

By: 
Its: 12-18-03

MOENKOPI COMMUNICATIONS, INC.

By: 
Its: 12-18-03

MILLCREEK BROADCASTING, LLC

By: 
Its: VP-Engineering 12-18-03

AGREEMENT

This Agreement is made and executed as of this 18th date of December, 2003, and is made by and among the Alpine School District Orem High School ("Alpine"), Millcreek Broadcasting, LLC ("Millcreek") and Moenkopi Communications, Inc. ("Moenkopi").

WHEREAS, Alpine is the licensee of noncommercial educational Station KOHS(FM), Orem, Utah; and

WHEREAS, Moenkopi is the licensee of Station KTCE(FM), Payson, Utah; and

WHEREAS, Millcreek owns broadcast towers in the Orem area; and

WHEREAS, Moenkopi desires to modify the facilities of Station KTCE and relocate it to the West Mountain Communications site on the north end of West Mountain; and

WHEREAS, Alpine is agreeable to KOHS being designated with Section 73.215 contour protection status so that KTCE must protect the existing licensed facilities of KOHS rather than the maximized Class "A" facility of KOHS; and

WHEREAS, Millcreek is agreeable to leasing space on one of its towers to KOHS;

NOW THEREFORE, for the foregoing reason and the mutual covenants and Agreements set forth herein, Alpine, Millcreek and Moenkopi agree as follows:

1. Alpine agrees to designating KOHS with Section 73.215 contour protection status, and accepting protected coverage to its existing licensed contour and facilities (1.75 kilowatts at -265 meters height above average terrain) rather than maximized Class "A" facilities for KOHS (6.0 kilowatts at 100 meters height above average terrain). Alpine agrees to accept this Section 73.215 contour protection status for KOHS until it receives written notification from Moenkopi and/or Millcreek, or their successors and assigns, terminating this Agreement.

2. Millcreek agrees to permit Station KOHS to relocate its transmission equipment to a Millcreek transmitter site with available space, conditioned on such relocation not interfering with any existing station at the site, upon FCC approval of an application filed by KOHS, for a rental fee of \$1 per month for a term of ten years. KOHS will be permitted to place one rack for equipment inside the transmitter building, one FM transmitter antenna on the tower and one STL receive antenna on the tower. The FM transmitter antenna and STL dish shall not exceed the weight and wind load parameters of the tower as specified by the tower manufacturer in accordance with local weight and wind load regulations. Additionally, Millcreek shall pay the utility bill for Alpine at that transmitter site. Further, Millcreek, at its sole cost, shall prepare and file an FCC Form 340 application or similar application on behalf of KOHS, after Alpine's review and approval, notifying the Federal Communications Commission of KOHS's acceptance of Section 73.215 contour protection status.

3. Moenkopi agrees to modify the facilities of Station KTCE and relocate that station to the West Mountain Communications site on West Mountain. Moenkopi further agrees that Station KTCE shall accept Section 73.215 contour protection status.

4. Except to the extent required by law, neither Alpine, Millcreek nor Moenkopi shall disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, representatives deemed disclosure as necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.

5. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to all of the subject matters hereof and may not be amended except by written amendment signed by all parties.

6. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for any party.

7. If any party breaches its obligations under this Agreement, the other parties shall have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other parties' remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

8. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

9. This Agreement shall be governed by and construed according to the laws of the State of Utah, specifically excluding its choice-of-laws provisions.

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[SIGNATURE PAGE TO AGREEMENT]

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

ALPINE SCHOOL DISTRICT OREM HIGH SCHOOL

By: Ken Seastrand 12/09/03
Its: Ken Seastrand - KOHS

MILLCREEK BROADCASTING, LLC

By: [Signature] 12/9/03
Its: Kevin Terry Dir. of Eng.

MOENKOPI COMMUNICATIONS, INC

By: Brian [Signature] 12-18-03
Its: