

REBROADCAST CONSENT AGREEMENT

This Agreement ("Agreement") is made as of this 7 day of March, 2016 by and between EDUCATIONAL MEDIA FOUNDATION ("Licensee"), and Americom Limited Partnership ("ALP").

WITNESSETH:

WHEREAS, Licensee is the permittee of FM translator station K269FC, Reno, Nevada (the "Station") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, ALP's affiliate, Reno Media Group, L.P. ("RMG"), and Licensee are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") for the Station;

WHEREAS, Licensee desires to rebroadcast ALP's programming from station KLCA(FM), Tahoe City, California over the facilities of the Station pending consummation of the sale of the Station to RMG; and

WHEREAS, ALP wishes to authorize Licensee to rebroadcast the KLCA(FM) programming from the facilities of the Station, pursuant to Section 325(a) of the Communications Act of 1934, as amended (the "Communications Act"), and applicable FCC rules and regulations (the "FCC Rules") in accordance with the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration received by each party, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Programming. Subject to the terms of this Agreement, ALP hereby grants to Licensee the right, and Licensee is hereby authorized and agrees to rebroadcast the signal of KLCA on the facilities of the Station without interruption, deletion, or addition of any kind, except as otherwise expressly permitted herein.
2. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on 3/11, 2016, (the "Effective Date") and, shall terminate on the earliest of (a) 12:01 a.m. on the date of the consummation of RMG's purchase of the Station, (b) 12:01 a.m. on the date of the termination of the Purchase Agreement for any reason other than the closing thereunder, and (c) such time as this Agreement is terminated in accordance with its terms pursuant to Section 9 below.
3. Hours of Programming. ALP will supply the signal of KLCA during all hours of the Station's operations as long as this Agreement remains in force, and Licensee will transmit all programming supplied by ALP as received from the over-the-air signal of KLCA, subject to the provisions set forth in Section 11 below.

4. Operation of the Station. Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of the Station, including but not limited to, the costs of site rent, insurance, utilities, maintenance, modifications, alterations and repair. Licensee shall be responsible for obtaining tower space and a tower lease which are reasonably acceptable to ALP.

5. Consideration. ALP shall pay Licensee [REDACTED] per month (the "Monthly Payment") during the Term of this agreement. Such payments will be made on the Effective Date and on or before the same day of each succeeding month.

6. Limited Grant. Nothing herein contained shall be construed as an assignment or grant to Licensee of any right, title or interest in or to any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with KLCA or ALP beyond the grant of a limited rebroadcast consent on the terms herein specified. All rights not specifically granted to Licensee hereunder in and to KLCA's programming and signal and the content thereof are reserved to ALP for its sole and exclusive use, disposition and exploitation. Moreover, the parties hereto understand and agree that third persons may hold copyrights or other legal rights in and to certain programs broadcast on KLCA and that the right to rebroadcast KLCA's signal granted hereunder shall not be deemed in any way to cover, convey or transfer such rights of third persons.

7. Representations, Warranties and Covenants of Licensee. Licensee hereby makes the following representations, warranties and covenants to ALP:

(a) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach or default under its charter, bylaws or any contract, agreement, or other commitment to which Licensee is a party or may be bound.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach of or default under any contract, agreement, or other commitment to which Licensee is a party or may be bound.

(c) Licensee shall operate the Station and shall maintain the Station's facilities in material compliance with the Communications Act and all applicable FCC Rules.

8. Representations, Warranties and Covenants of ALP. ALP hereby makes the following representations, warranties and covenants to Licensee:

(a) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of ALP, and this Agreement constitutes the legal, valid and binding obligation of ALP, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which ALP is subject or constitute a breach or default under its charter, bylaws or any contract, agreement, or other commitment to which ALP is a party or may be bound.

(c) The programming supplied by ALP for broadcast on the Station will comply with all applicable laws, including without limitation, the Communications Act and FCC's rules, regulations and policies. ALP has all legal rights necessary to broadcast such programming and to authorize the rebroadcast of that programming on the Station.

(d) The predicted 60 dBu contour of the Station is completely encompassed by the predicted 60 dBu contour of KLCA.

9. Termination.

In addition to the events of termination set forth in Section 2 hereof, the following termination provisions apply:

(a) ALP's Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by ALP under this Agreement:

(i) ALP fails to make any Monthly Payment on or before the date on which it is due;

(ii) ALP fails to observe or perform any other material covenant, condition or agreement contained in this Agreement; or

(iii) ALP breaches or violates any material representation or warranty made by it under this Agreement.

(b) Licensee's Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by Licensee under this Agreement:

(i) Licensee fails to observe or perform any material covenant, condition or agreement contained in this Agreement; or

(ii) Licensee breaches or violates any material representation or warranty made by it under this Agreement.

(c) Cure Period. ALP shall have five (5) days from the date that Licensee has provided ALP with written notice that ALP is in default in its obligation to make the Monthly Payment to cure such Event of Default, provided however, that this cure shall be available only for

the first late payment; there being no cure period for any subsequent late payment of the Monthly Fee. In the case of all other Events of Default, the defaulting party shall have thirty (30) days from the date on which ALP has provided Licensee or Licensee has provided ALP, as the case may be, with written notice specifying the Event(s) of Default to cure any such Event(s) of Default. If the Event of Default cannot be cured by the defaulting party within the specified time period but commercially reasonable efforts are being made to effect a cure or otherwise secure or protect the interests of the non-defaulting party (in which case, if successful, the Event of Default shall be deemed cured), then the defaulting party shall have an additional period not to exceed thirty (30) days to effect a cure or a deemed cure.

(d) Termination for Uncured Event of Default. If an Event of Default by ALP has not been cured or deemed cured within the period set forth in Section 9(c) above, then Licensee may terminate this Agreement immediately upon written notice to ALP, and shall be entitled to pursue the remedy provided for under Section 10 herein. If an Event of Default by Licensee has not been cured or deemed cured within the periods set forth in Section 9(c) above, then ALP may terminate this Agreement immediately upon written notice to Licensee, and pursue all remedies that it may have in equity or at law.

(e) ALP's Additional Termination Right. In addition to the provisions above, ALP may terminate this Agreement if an interference issue arises, including but not limited to, adverse action by the FCC, which requires that the Station cease operations. In that event, the agreement shall terminate and neither party shall have any additional obligation to the other.

(f) Either party may terminate this Agreement if the Communications Act or the FCC Rules are held or changed so as not to permit agreements of this type, or upon 30 days written notice to the other party if the Purchase Agreement between the parties is terminated, provided, however, that if the termination of the Purchase Agreement is due to a default under the terms of that agreement, the defaulting party may not terminate this agreement without the consent of the non-defaulting party, which consent may be withheld in the sole discretion of the non-defaulting party. Moreover, Licensee shall have the right to terminate the agreement if, at any time, it has a reasonable belief that the programming offered by ALP is not in the public interest or that other programming would better serve the public interest, provided, however, that Licensee shall not exercise such right solely to economically disadvantage ALP but instead its termination must be grounded in a good faith belief that the public interest would be better served by other programming.

In the event of termination, all rights and privileges granted to Licensee hereunder shall forthwith cease and terminate and revert to ALP for ALP's sole and exclusive use and disposition, and Licensee shall cease any further use of KLCA's programming and signal and the content thereof, including without limitation any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with KLCA.

10. Indemnification.

(a) ALP shall indemnify, defend and hold harmless Licensee from and against

any and all claims, losses, costs, liabilities, damages and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (hereinafter referred to as "Loss and Expense"), arising out of: (i) any misrepresentation or breach of any warranty of ALP contained in this Agreement; (ii) any breach of any covenant, agreement, or obligation of ALP contained in this Agreement; and (iii) any loss, including costs such as attorney's fees, should Licensee receive any claim that any ALP programming violates any law or regulation, or infringes on the rights of any third party.

(b) Licensee shall indemnify, defend and hold harmless ALP from and against all Loss and Expense arising out of the breach of any representation, warranty or covenant of Licensee contained in this Agreement.

11. Force Majeure. Licensee shall not be liable for any failure of performance hereunder due to causes beyond its commercially reasonable control, including without limitation, acts of God, equipment malfunction or commercial power failure or reduction. In the event of the occurrence of any such event, Licensee agrees to use commercially reasonable efforts to resume performance as promptly as practicable.

12. Assignment. This Agreement shall be binding upon each party's successors and assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

13. No Joint Venture. Nothing contained herein shall be deemed to create any joint venture, partnership, or principal-agent relationship between ALP and Licensee, and neither shall hold itself out in any manner which indicates any such relationship with the other.

14. Notices. All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or three (3) days after delivery to a courier service which guarantees overnight delivery, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Licensee, to:

Educational Media Foundation
5700 West Oaks Blvd.
Rocklin, CA 95765
Attn: Mike Novak, President

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

David Oxenford, Esq.
Wilkinson Barker Knauer LLP
1800 M Street, N.W., Suite 800N

Washington, D.C. 20036

If to ALP, to:

Americom Limited Partnership
961 Matley Lane, Suite 120
Reno, NV 89502
Attn: A. Thomas Quinn

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

Lerman Senter PLLC
2000 K Street NW, Suite 600
Washington, DC 20006
Attn: Dennis P. Corbett

15. Entire Agreement; Modifications. This Agreement, along with the Purchase Agreement, contains the entire understanding between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding on either party hereto unless first reduced to writing and signed by both parties hereto.

16. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of California.

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

AMERICOM LIMITED PARTNERSHIP

By: Americom Las Vegas, Inc.,
General Partner

By: 
A. Thomas Quinn, President

EDUCATIONAL MEDIA FOUNDATION

By: _____
Mike Novak, President

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AMERICOM LIMITED PARTNERSHIP

By: Americom Las Vegas, Inc.,
General Partner

By: _____
A. Thomas Quinn, President

EDUCATIONAL MEDIA FOUNDATION

By: _____
Mike Noval, President

A handwritten signature in black ink, appearing to read "Mike Noval", is written over a horizontal line. The signature is cursive and somewhat stylized.