

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of the 9th day of May, 2016 by and between EDUCATIONAL MEDIA FOUNDATION, a California non-profit religious corporation ("Buyer"), and TREASURE VALLY BROADCASTING CO., an Idaho corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is the licensee of radio stations KKOOFM, Fruitland, Idaho (Channel 258C0, 99.5 MHz, FIN# 67612) ("KKOO") and KWEI(AM), Weiser, Idaho (1260 kHz, FIN# 67613) ("KWEI" and, together with KKOOFM, the "Stations") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, and subject to the prior approval of the FCC, Seller desires to sell and Buyer desires to acquire certain of the assets owned or leased by Seller and used or useful in connection with the operation of the Stations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assets and Liabilities.

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, used in connection with the operation of the Stations and which are specifically described below (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below):

(i) Certain of Seller's equipment, machinery, furniture and other tangible personal property used in the conduct of the business or operations of the Stations, as identified on Schedule 1 hereto (the "Tangible Personal Property"), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date (except for the items addressed in Section 2(d) and the KKOOFM transmitter, all Tangible Personal Property is offered and accepted on an "as is" basis);

(ii) All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC (including the call letters for the Stations), the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Stations, identified on Schedule 2 hereto;

(iii) All of Seller's right, title and interest in and to the tower site lease for KKOOFM (the "KKOOFM Tower Site Lease"), as further identified and described on Schedule 3 hereto and referred to herein; and

(iv) All of Seller's logs, books, files, data, software, FCC and other governmental applications, equipment manuals and assignable warranties, and other records relating to the full on-air broadcast operations of the Stations, including without limitation all electronic data processing files and systems related thereto, FCC filings and all records required by the FCC to be kept by the Stations.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement unless otherwise specifically agreed to herein. All liabilities not specifically assumed by Buyer shall be retained by Seller and are referred to herein as the "Retained Liabilities". Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, (ii) any liability arising out of any termination by Seller of the employment of any employee of the Stations or any liability for any employee benefit plan or arrangement of Seller for Station employees, or (iii) any liability or obligation under any programming or other operational agreement not specifically assumed by Buyer hereunder.

(c) The following assets and obligations relating to the business of the Stations shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) Any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of Seller and all other accounts receivable, bank deposits and securities held by Seller in respect of the Stations at the Closing Date;

(ii) Any and all claims of Seller with respect to transactions prior to the Closing;

(iii) All prepaid expenses;

(iv) All contracts of insurance and claims against insurers;

(v) All employee benefit plans and the assets thereof and all employment contracts;

(vi) All contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(vii) All contracts, leases and other agreements (including equipment leases) relating to the existing operation of the Stations other than those relating to the tower sites of the Stations;

(viii) All tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(ix) The organizational documents of Seller;

(x) All of Seller's intellectual property used in the operation of the Stations and the Assets (excluding the call signs of the Stations); and

(xi) The items of tangible personal property which are not related to the tower sites of the Stations and which are not listed on Schedule 1 hereto.

(xii) Any right, title or interest in the tower site lease for KWEI, including any right, title or interest in the KWEI antenna tower, provided, however, that Buyer is free to negotiate with the landlord of the KWEI site its own lease for the current KWEI tower and tower site, and Seller will cooperate in such negotiations.

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price") which shall be paid by Buyer in cash by wire transfer of same day Federal funds to an account designated by Seller at least two (2) business days before the Closing Date.

(b) Concurrently with the execution of this Agreement, Buyer has delivered to WashingtonFirst Bank (the "Escrow Agent") the sum of Thirty Thousand Dollars (\$30,000) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(c) The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

(d) The parties acknowledge and agree that certain repairs, equipment replacement and other work need to be done for KWEI. The parties further agree that such

matters may be handled by Seller prior to Closing or may be left for Buyer to handle after Closing. These items are described as follows:

(i) Seller may either install a CAPS compliant EAS unit for KWEI (Sage or DASDEC) or provide a discount of \$3,000 off the Purchase Price.

(ii) Seller may either install a fence at least 6 feet in height surrounding the base of the KWEI antenna with a locked gate or provide a discount of \$4,000 off the Purchase Price. If Seller chooses to install a fence, it should come no closer than 10 feet from the base of the tower (a 20'x20' square e.g.). The fence could be treated wood or vinyl. ASRN signs should be attached to the fence and at the point nearest to the tower where the general public can access the site.

If Seller addresses both issues in a manner satisfactory to Buyer, there will be no adjustment to the Purchase Price. If Seller wishes to leave both issues for Buyer to resolve, Buyer shall receive a credit of \$7,000 to cover the cost of such work. This amount shall be treated as an adjustment to the Purchase Price and deducted therefrom. In such event, Buyer will accept the Tangible Personal Property described in this Section 2(d) on an "as is" basis. Seller may also choose to complete the repairs or other work for certain of these items but not for others. For each item which is not resolved to Buyer's satisfaction, Buyer shall receive a credit indicated by the amount of the discount listed above for such item and such amount will be treated as an adjustment to the Purchase Price and deducted therefrom.

3. FCC Consent; Assignment Application. At a date not later than five (5) business days after the execution of this Agreement, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Stations (the "FCC Consent"). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

4. Closing Date; Closing Place. The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") fixed by Buyer upon at least five (5) business days prior written notice to the Seller on a date which shall be after the FCC Consent has been granted and no later than ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) and the other conditions to closing set forth in Section 8 have either been waived or satisfied. 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. The Closing shall take place remotely by facsimile and/or email, or in such other manner and at such other place as Buyer and Seller may agree in writing.

5. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Idaho. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Stations and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and will be delivered to Buyer at Closing, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority or other third party, except for the FCC Consent and the required consents, if any, of the lessor of the KKOO Tower Site Lease.

(c) Schedule 1 hereto contains a list of the tangible personal property owned by Seller for use in connection with the operation of the Stations that will be acquired by Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. The assets listed in Schedule 1 hereto include all Material Tangible Personal Property necessary to conduct the operation of the Station in the manner in which it is currently operated (other than those assets which are Excluded Assets). No material item of Tangible Personal Property contains any PCBs. Seller makes no warranty as to the quality or condition of the Tangible Personal Property, EXCEPT that as of the Closing Date, the KKOO transmitter shall be capable of operating with at least ninety percent (90%) of the effective radiated power authorized for KKOO. For purposes of this Section, "Material Tangible Personal Property" shall be such items of tangible personal property valued at One Thousand Dollars (\$1,000) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent to which they are presently operated. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2. Except as set forth in Schedule 2, Seller is operating the Stations in all material respects in accordance with the FCC Authorizations, including that the Stations are now and on the Closing Date will be transmitting at no less than 90% of their authorized power. To Seller's knowledge, the Stations are not transmitting or receiving any objectionable interference to or from any other

station, and the Stations are not short-spaced to any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Stations or Seller. Except as set forth in Schedule 2, to Seller's knowledge all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Stations have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller maintains public inspection files for each of the Stations to the extent required by the FCC.

(e) None of the antenna structures associated with the Stations is required to be registered with the FCC except as set forth in Schedule 2. To Seller's knowledge, the operations of the Stations do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable laws.

(f) Seller has a valid leasehold interest in the KKOO Tower Site Lease as described on Schedule 3, free and clear of all liens, mortgages, pledges, covenants, restrictions, leases, charges or other claims or encumbrances of any nature whatsoever (other than lease payments due and owing by Seller), and no party is in material breach or default with respect to the same. There is full legal and practical access to the tower site properties for both Stations and all utilities necessary for Buyer's use of the tower site properties as radio tower facilities are installed and are in reasonably good working order, and are subject to valid easements, where necessary.

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer shall have no obligation to offer employment to any employee of Seller or the Stations, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Stations or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to Seller's knowledge, threatened against Seller. Seller has no knowledge of any basis for any claim for compensation or damage or other payment or relief based on any material violation of any laws, regulations, orders or decrees affecting the Stations.

(j) Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials (as defined herein), or toxic substances, or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource

Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect ("Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). There are no underground storage tanks located at the Stations' tower site facilities. To Seller's knowledge, there are not now, nor have there previously been during Seller's ownership of the Stations, any other facilities on, under, or at the Tower Site Lease sites which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

(k) There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all material Tangible Personal Property in commercially reasonable amounts sufficient to repair or replace the applicable Assets.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date. No event has occurred which imposes on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) Except for Griffin Media Brokers, LLC, whose fee will be paid by Seller, there is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Seller. The broker fee payable to Griffin Media Brokers, LLC will be paid directly at Closing by Buyer from the proceeds payable to Seller.

6. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is authorized to own property and conduct business in the State of Idaho. Buyer has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreement of Buyer enforceable in accordance with its respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent and the required consent, if any, of the lessor of the KKKO Tower Site Lease.

(d) Buyer is legally, financially and technically qualified to acquire and become the FCC licensee of the Stations and to operate the Stations in the manner contemplated.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

7. Covenants.

(a) Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following, unless the Buyer otherwise agrees in writing (which agreement shall not be unreasonably withheld or delayed):

(i) Seller shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such

property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Seller shall continue to operate and maintain the Stations in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Stations which are filed between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Stations' facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect. Seller agrees to cooperate with Buyer in the filing of technical modifications related to KWEI including the possible association of an FM translator to be filed during the current translator window.

(iii) Seller shall maintain insurance on all of the Tangible Personal Property in such amounts as necessary to reasonably repair or rebuild the applicable Assets.

(iv) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the Assets.

(v) From the date hereof to the Closing Date, Seller shall afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer, its prospective financing sources and its and their respective officers, employees, advisors and agents reasonable access during regular business hours to Seller's officers, employees, independent contractors, agents, properties, records and contracts relating to the Assets, and shall furnish Buyer all operating and other data and information with respect to the Assets as Buyer, through its respective officers, employees, advisors or agents, may reasonably request.

(vi) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Assets. Any revision by Seller of the Schedules and any notice to Buyer made in accordance with this paragraph shall not in any way diminish or obviate any representations or warranties of Seller made in this Agreement, the Schedules and documents delivered pursuant to this Agreement.

(b) Buyer covenants with Seller that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(i) Buyer shall give detailed written notice to Seller promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Buyer on or before the date of this Agreement, of any of Buyer's representations or warranties contained in this Agreement or in any Schedule attached hereto. Any such notice to Seller, similar informal notice by Buyer to Seller, or independent investigation, examination, or other source of knowledge by Seller regarding a breach of Buyer's representations and warranties shall not in any way diminish or obviate any representations or warranties of Buyer made in this Agreement, the Schedules and documents delivered pursuant to this Agreement.

(ii) Buyer shall maintain its qualifications to be the FCC licensee of the Stations.

(iii) Subject to the provisions of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out. If any event should occur which would prevent the consummation of the transactions contemplated hereunder (other than an event proximately caused by Seller), Buyer shall notify Seller of such event and shall use its best efforts to cure such event as expeditiously as possible.

(c) Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable best efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

8. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall be effective;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the Purchase Price and the documents required to be delivered pursuant to Section 9(b); and

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19;

(iv) The FCC Consent contemplated by this Agreement shall be effective and shall have become a Final Order;

(v) There shall not be any Liens on the Assets or any financing statements of record, and Seller shall obtain lien search reports, in form and substance satisfactory to Buyer and dated no earlier than 30 days prior to the Closing, reflecting the results of a UCC lien search conducted at Secretary of State offices of the State of Idaho as reasonably necessary in Buyer's reasonable judgment;

(vi) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

(vii) Seller shall have received any required consent to the assignment of the KKOO Tower Site Lease on terms not materially different from the terms currently in place.

9. Closing Deliveries.

(a) At the Closing, Seller will deliver, or cause to be delivered, to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the Tangible Personal Property and other Assets and effectively vest in Buyer good and marketable title to the Tangible Personal Property and other Assets;

(ii) An Assignment and Assumption of the Station's FCC Authorizations;

(iii) An Assignment and Assumption of Seller's interest in the KKOO Tower Site Lease;

(iv) Consents to the assignment of the KKOO Tower Site Lease from Seller to Buyer executed by the lessor to the extent required by the KKOO Tower Site Lease;

(v) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(vi) A certificate, dated the Closing Date, executed by an officer of Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(vii) A joint notice to the Escrow Agent;

(viii) A Closing Statement;

(ix) A certificate of good standing for Seller from the Secretary of State of Idaho; and

(x) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The Purchase Price (as adjusted in accordance with Section 2 above and less the direct payment by Buyer of the broker's fee payable by Seller in accordance with Section 5(m) above);

(ii) An Assignment and Assumption of the Stations' FCC Authorizations;

(iii) A joint notice to Escrow Agent;

(iv) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(v) A certificate, dated the Closing Date, executed by an officer of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;

(vi) An Assignment and Assumption of Seller's interest in the KKOO Tower Site Lease;

(vii) Certificates of good standing for Buyer from the Secretary of State of California and the Secretary of State of Idaho;

(viii) The Closing Statement; and

(ix) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

10. Indemnification.

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing, Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, that survive Closing or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement that survive Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station, as conducted by Buyer, subsequent to the Closing.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) Except for Section 5(c) as it relates to title, which shall survive through the applicable statute of limitations, the several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is twelve (12) months after the Closing Date.

11. Termination.

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party, provided however that such opportunity to cure shall not apply to the failure of a party to perform its obligations set forth in Section 4 or Section 9, hereof; or (b) if the Assignment Application is denied by Final Order; or (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) if the Closing has not occurred within twelve (12) months after the date hereof.

Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be payment by Buyer to Seller, as liquidated damages and not as a penalty, of an amount equal to the Earnest Money Deposit ("Liquidated Damages").

THE DELIVERY OF THE LIQUIDATED DAMAGES AMOUNT TO SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR A BREACH HEREUNDER IF CLOSING DOES NOT OCCUR. BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY A BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

If Seller is entitled to the Liquidated Damages, Buyer shall take all actions as are reasonably necessary or convenient in order to cause the Escrow Agent to promptly deliver the Earnest Money Deposit to Seller and shall refrain from any action which would cause any delay in the making of such payment to Seller.

(b) Upon a termination of this Agreement by Buyer due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law.

(c) Upon a termination of this Agreement for any reason other than as a result of a breach by Buyer of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and thereafter neither party will have any further liability or obligation to the other with respect to this Agreement, except with respect to the confidentiality provisions herein and except for Buyer's rights under Section 11(b) above.

12. Specific Performance. Seller acknowledges that the Station and Assets are unique assets not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. Confidentiality.

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution. The parties acknowledge that a copy of this Agreement, redacted where appropriate, will be included in the Assignment Application.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

(c) In the event that either party determines in good faith that a press release or other public announcement is desirable under any circumstances, the parties shall consult with

each other to determine the appropriate timing, form and content of such release or announcement.

14. Notices. All notices, elections 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 refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, 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 Seller, to:

Treasure Valley Broadcasting Co.
c/o Randy Williamson
10403 West Summerland Drive
Boise, Idaho 83704

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

Donald E. Martin, Esq.
Donald E. Martin, P.C.
P.O. Box 8433
Falls Church, Virginia 22041

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Mike Novak, President/CEO

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

David D. Oxenford, Esq.
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

16. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder

of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile or other electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

18. Expenses. Except as otherwise set forth in this Section, each party hereto 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. The FCC filing fees, if any, relating to the Assignment Application shall be paid by Buyer. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid by the party responsible for such amounts under applicable law.

19. Risk of Loss. The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that Assets with a value of greater than Fifteen Thousand Dollars (\$15,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Fifty Thousand Dollars (\$50,000), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller.

20. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted 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.

21. Entire Agreement/Third Party Beneficiaries. This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. No provision of this Agreement is intended or shall be construed to

confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

22. Schedules. Unless otherwise specified herein, each Schedule referred to in this Agreement is attached hereto, and each such Schedule is hereby incorporated by reference and made a part hereof as if fully set forth herein.

4826-7024-8241


[THE NEXT PAGE IS THE SIGNATURE PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

Buyer:

EDUCATIONAL MEDIA FOUNDATION



Mike Novak, President

Seller:

TREASURE VALLEY BROADCASTING CO.

(Name, Title)

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

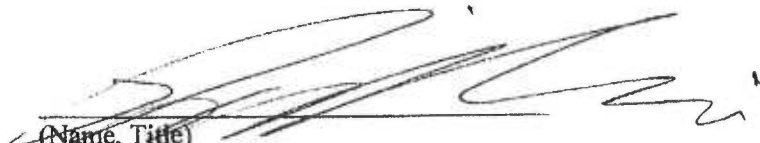
Buyer:

EDUCATIONAL MEDIA FOUNDATION

Mike Novak, President

Seller:

TREASURE VALLEY BROADCASTING CO.


(Name, Title)
RANDY WILLIAMSON
PRESIDENT

SCHEDULE 1

Tangible Personal Property

See list attached

KKOO – KWEI ASEET PURCHASE AGREEMENT

SCHEDULE 1

TANGIBLE PERSONAL PROPERTY

Located at Studio at 1156 North Orchard, Boise, ID

Antenna, STL – Mark Products (or similar) 8' parabolic grid
Audio processor – Omnia One S/N 0218W5736
Audio processor – Aphex Compellor AX320A S/N 1880
Coax, STL – Andrew LFD4-50A (approx.. 40')
EAS – TFT EAS 911 S/N 10105620
EAS -- Gorman-Redlich CAP to EAS converter S/N 1038
EAS – SAM AM-FM tuner, two units
Encoder, RDS – Inovonics RE-20
Transmitter, STL – TFT 5290 S/N 1160780

Located at KWEI Transmitter Site, Clay Peak, Payette, ID

Antenna tuning unit, AM -- Custom (unknown source)
Coax – Andrew LDF5-50A (approx. 40')
Equipment rack (42")
Processor, AM audio – Omnia 3 AM S/N 4300LQ3097
Processor, AM audio – Inovonics 235 S/N 281
Remote control – Sine Systems RFC-1B
Remote control – Sine Systems Relay Panel RP-8
Transmitter, AM – Broadcast Electronics AM-10A S/N 8029770-001
UPS – CyberPower UPS 825 AVR
UPS – APC BackUPS 350

Located at KKOO Transmitter Site, Squaw Butte

Air conditioner, portable – Sunpentown WA-1010M
Air conditioner, portable – Heat Controller PAD-121
Antenna, main transmit – ERI MPX-4C with radomes
Antenna, auxiliary transmit -- Phelps Dodge (?), 2-bay
Antenna, STL receive – Mark Products 6' parabolic grid
Breaker panel – GE 200A
Breaker, transmitter – SquareD 200A
Coax, main FM antenna – Andrew HJ7-50A (approx. 160')
Coax, auxiliary FM antenna – Andrew LDF5-50A (7/8' foam, approx. 110')
Coax, STL antenna – Andrews LDF5-50A (7/8" foam, approx. 130')
Coax, misc – 7/8" and 1 5/8" short pieces
Equipment rack (77")

Exciter, FM main – EnergyOnix SST-100 S/N 100504
Exciter, FM auxiliary – EnergyOnix SST 30FS S/N 050303
Receiver, STL main – TFT 5291 S/N 1160782
Receiver, STL spare – TFT 8301B S/N 1110477
Regulator, nitrogen – Victor Equipment Company
Remote control – Sine Systems RFC-1B
Remote control – Sine Systems Relay Panel RP-8
Surge Protector – LEA LSS-120/240-SP
Transmitter, FM main – EnergyOnix ECO-15 S/N 100503
Transmitter, FM auxiliary – EnergyOnix ECO-6 S/N 940526
Tube, spare – 3CX15,000A7 Econco rebuild, used tube about 70% power
Tube, spare – 3CX3000A7 unknown condition
UPS – APC BackUPS ES550

SCHEDULE 2

FCC Licenses

1. KKKO(FM), Fruitland, Idaho, Facility ID #67612, License Application File No. BLH-20100812ACB, as renewed in License Renewal Application File No. BRH-20130528AKP, expiring October 1, 2021.
2. KWEI(AM), Weiser, Idaho, Facility ID #67613, License Application File No. BL-20100812ADO, as renewed in License Renewal Application File No. BR-20130528ALA, expiring October 1, 2021.

SCHEDULE 3

KKOO Tower Site Lease

Attached

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

Treasure Valley Broadcasting Company
Box 45234
Boise, ID 83704

RECEIVED AT
LOWER SNAKE RIVER DIST
2004 JUN 23 PM 2:18

THIS LEASE, dated this 29th day of June, 2004, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1701, et seq.), and Treasure Valley Broadcasting Company, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of Gem, State of Idaho:

Boise Meridian, Idaho

T. 8 N., R. 1 W., section 24: S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.

The location of the property is shown generally on the site plan dated October 6, 1993 for the Squaw Butte Communications Site which is attached and made part hereof as Exhibit A.

The June 14, 2004 dated Exhibit B, attached hereto, is incorporated into and made a part of this instrument as fully and effectively as if it were set forth herein in its entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on November 10, 2023. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. ~~This lease is not renewable; but the Lessee has the right to~~

request a new lease pursuant to paragraph "C" below.

~~B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit _____, operation will commence on _____ (Date) _____. This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.~~

OK C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

OK A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, 1387 S. Vinnell Way, Boise, ID 83709 in the form of a check or money order payable to Bureau of Land Management, DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq., regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

OK D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year,

the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations

incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued there under by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions

herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this 21 day of June, 2004, I, the undersigned have read, understand and accept the terms and conditions of this lease.

Lessee

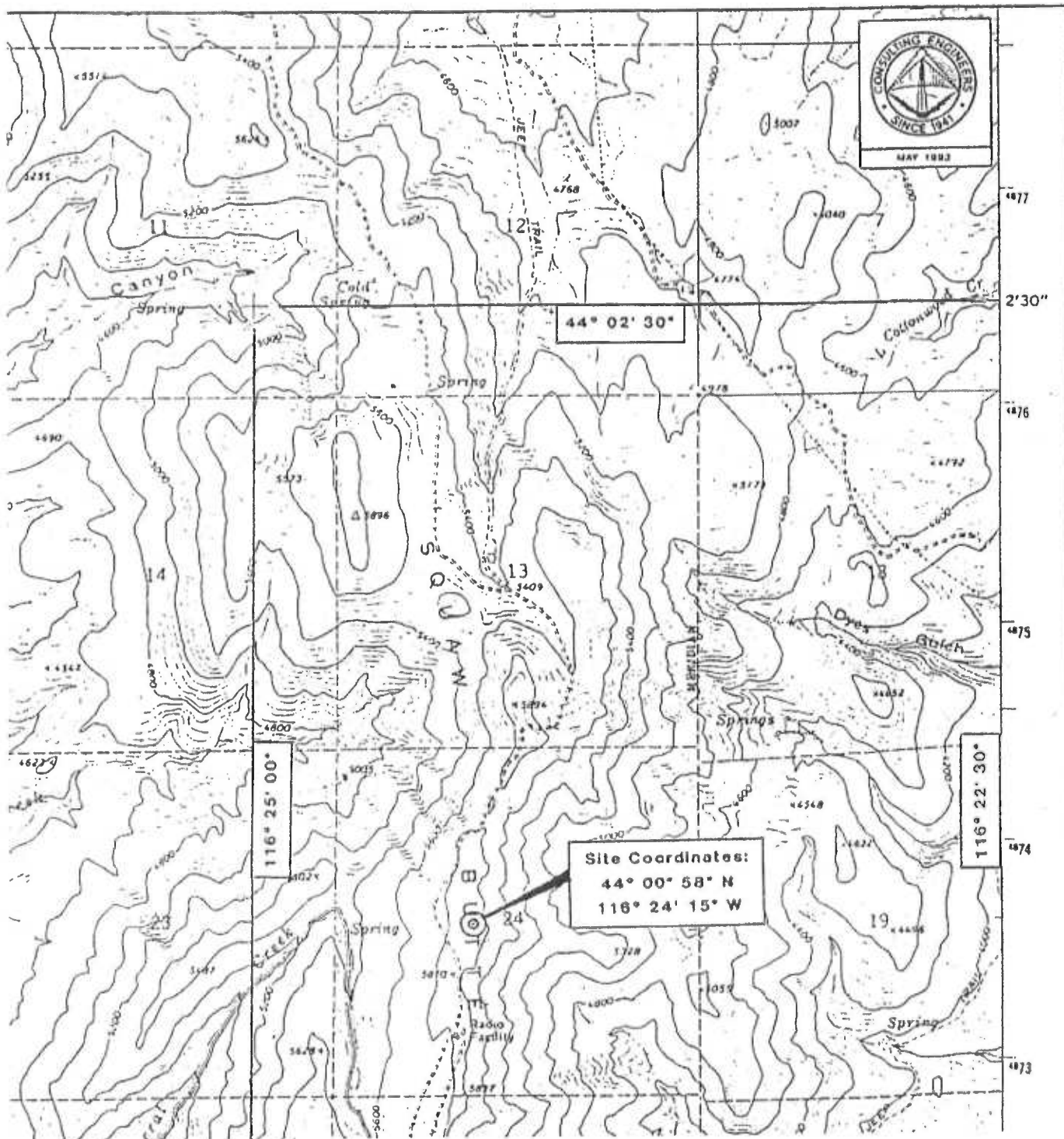
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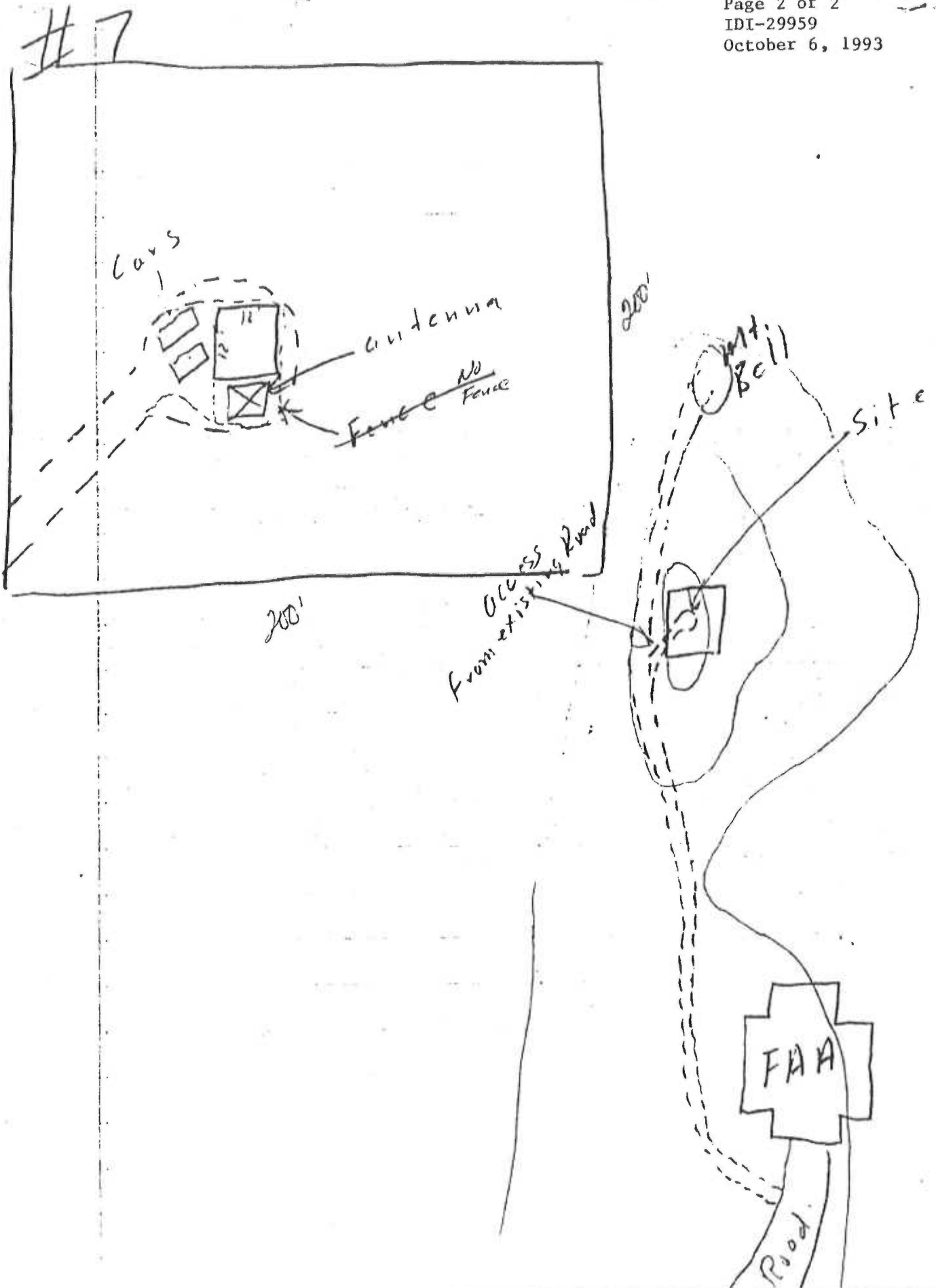
IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

Deborah A. Epps, Acting Field Mgr, FRED
Authorized Officer (Title)
Bureau of Land Management
Department of the Interior

Public reporting burden for this collection information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comment regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Director (420), 1620 L Street NW., Washington, DC 20240, and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0113), Washington, DC 20503.





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PART 1. GENERAL CONDITIONS:

1. This lease is for the construction and utilization of the structures and facilities described in the Communication Use Lease. Any additional construction will need to be approved by the Authorized Officer. Any additional uses will need to be reported in the Use Inventory Worksheets that are to be submitted by October 15 of every year.

PART 2. SITE DEVELOPMENT (NEW BUILDINGS AND TOWERS):

Part 2 A. Undeveloped Sites:

1. Buildings or equipment enclosures constructed on previously undeveloped sites shall be required to have a minimum of 120 square feet of floor space, and a minimum tower (or pole) height of 50 feet. The facilities owner shall be required to lease space to new applicants at reasonable rates, and new applicants shall be required to lease from the owner at reasonable rates until the facility is either full, or a minimum of 4 transmitters are in place.
2. Use of a combiner may be required by the lessee at his/her discretion, where 2 or more radios in the same band are in the facility.
3. Exception may be made to the first paragraph for facilities where law enforcement, and/or emergency communications radio systems are involved. No exception will be made if the owner is willing to secure an area for the use of such radios. Exception may also be made for applicants whose initial application exceeds the remaining capacity of the existing facilities.
4. In the event applicants cannot agree on lease rates, the owner and the applicant may jointly hire an appraiser and agree to abide by the appraisers decision. In the event the owner and the applicant cannot agree on an appraiser, they may each hire an appraiser and agree to the median appraised rate as the lease rate. If no agreement is reached at this point, the BLM may decide the lease rate, and bill the owner and the applicant each for 50% of the cost of establishing the lease rate.
5. Governmental agencies shall be required to build facilities in accordance with these requirements, but may not be required to lease space if specifically prohibited by law.

Part 2 B. Developed Sites:

1. Sites with one or more existing communications facilities are considered developed sites.
2. Developed sites shall have no new construction where leasable space exists and where the current lease holder is willing to lease space at reasonable rates, or is required to lease at reasonable rates by stipulation in his/her lease.

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3. New construction in developed sites shall be subject to all the requirements of 2A above with the following changes: Minimum floor space shall be 160 square feet, minimum tower (or pole) height shall be 80 feet, and the last paragraph of 2 A above shall be read as "The facilities owner shall be required to lease space to new applicants at reasonable rates, and new applicants shall be required to lease from the owner at reasonable rates until the facility is either full, or a minimum of 6 transmitters are in place".

Part 2 C. High Power Sites: (1,001 watts ERP and above).

1. Parts one through five of "Technical specifications" (referring to band pass cavities and isolators) does not apply in those applications where the equipment is not commercially manufactured.
2. Floor space requirements shall remain the same as 2A and 2B above, but radio numbers shall be reduced to 2 per 120 square feet, and 3 per 160 square feet.
3. Tower heights are changed to a minimum of 160 feet, and towers must be designed and constructed to be capable of adding an additional 80 feet (for a minimum total height capability of 240 feet).
4. High power users (1,000+ watts ERP) may add low power users (less than 1,000 watts) below the required height for the high power antenna. Low power users in the high power facility shall not have recourse against the high power user for interference problems from the high power user, except that recourse which may be available through the appropriate regulatory agency for improper and illegal operation of the high power station.
5. High power stations (5,000 watts ERP and below) may not be constructed within 1/4 airline mile of low power stations without obtaining the written approval of all low power users within a 1 mile radius of the proposed construction site. High power stations (5,001 watts ERP) and above may not be constructed within 1/2 airline mile of low power users without obtaining the written approval of all low power users within a 1 mile radius of the proposed construction site.

PART 3. TECHNICAL SPECIFICATIONS:

1. Transmitters shall have a band pass cavity that will provide:

30	-	50 Mhz:	20 db attenuation at 500 Khz
			(BP filter acceptable at these frequencies)
70	-	88 Mhz:	10 db attenuation at 1 Mhz
130	-	180 Mhz:	10 db attenuation at 350 Khz
400	-	520 Mhz:	5 db attenuation at 1 Khz
806	-	1296 Mhz:	5 db attenuation at 1 Mhz

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2. Transmitters operating in the range of 130 to 1,296 Mhz shall also have a ferrite isolator with a minimum of 25 db rejection in the reverse direction. The isolator shall be installed between the transmitter and the cavity.
3. A band pass cavity in accordance with paragraph one above shall be placed in the feedline to receivers.
4. Notch type duplexers shall be preceded by the band pass cavity.
5. A low pass filter or a band pass cavity shall be between the isolator and the antenna feed line.
6. Jacketed Heliac type transmission is required external to buildings. Unjacketed transmission line of any type is prohibited external to closed metal cabinets.
7. To secure transmission line to towers, nylon tie wraps, insulated wire, or tape is recommended. Uninsulated metal ties of any kind shall not be used.
8. The BLM reserves the right to require the lessee to take such measures to eliminate interference to another user as may be necessary. This may include installation of additional cavities, isolators, and other equipment as needed between the interfering transmitter and associated antenna, and all other measures which may be required. The operation of this equipment shall not interfere with any prior radio or electronic apparatus user of this site within two airline miles of said site. The lessee shall at his own expense take all action necessary to prevent or eliminate such interference. If the lessee does not eliminate the interference within ten days after receipt of notice from the BLM, this lease may be terminated forthwith. The lessee shall cease operations under this permit temporarily if he interferes with the BLM radio or electronic operation in an emergency situation.
9. All radio-electronic type transmitting and receiving equipment shall be mounted in enclosed metal cabinets or standard racks with effective RF protective metal shielding covering the basic units including all receivers, transmitters, and power supplies.
10. Bureau personnel or other governmental agencies will be granted access into the building upon request to inspect the building and facilities for cleanliness, safety features, general appearance and compliance with the terms of the grant. Lease holders must be prepared for compliance check within 24 hours notice when interference problems are present, and within 5 working days for other compliance checks. Lease holders shall have at least one person in attendance during compliance checks.
11. Sites with Lookouts: Any new antenna, tower or structure shall be located and constructed to minimize impact on the Lookout's ability to see and report fires. Debilitative obstruction is not permissible.

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12. No concentrated beam of energy shall be allowed to pass through a Lookout building or other commonly occupied building, nor shall it pass through another user's electronics facility or antenna system. Structures and antenna shall not be constructed or placed in such a manner as will block an existing concentrated beam of energy.
13. Buildings for which the lease is being issued or renewed shall be plainly identified in letters one inch or higher, on or near the door, on the outside, with the case file (lease) number assigned to this lease.
14. Antennas shall maintain the following minimum clearances from ground level with no less than 18' from the ground to the center of any microwave transmit dish:

<u>Power Output</u>	<u>Clearances</u>
.1 to 100 watts	10 feet
101 to 500 watts	15 feet
501 to 1000 watts	20 feet
1001 to 5000 watts	60 feet
5001 to 25,000 watts	80 feet
25,001 to 100,000 watt	100 feet

These requirements have been made as a result of previous problems, and the continued growth of the communications industry in Idaho. They are intended to benefit all radio users by protecting existing users, minimizing interference problems, and making allowance for increased demand for radio sites and radio service.

PART 4. STANDARD LEASE STIPULATIONS

1. The lessee shall construct improvements including both the building and tower so as to allow expansion as necessary and as is reasonable to accommodate subsequent high power users. Rates charged to subsequent users shall be reasonable. ✱
2. The lessee agrees to insure that subsequent users comply with the technical specifications as described in Part 3 above.
3. The lessee shall notify the authorized officer of any change of mailing address.
4. Any cultural and/or paleontological resource (fossil(s) or historic or prehistoric site or object) discovered by the lessee, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Lessee shall suspend all operations in the

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immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate values. The lessee will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the lessee.

5. Use of pesticides, herbicides and rodenticides shall comply with the applicable Federal and State laws, and only in accordance with their registered uses.
6. The holder(s) shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.