

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of the 10th day of September, 2015 (this "Agreement"), by and between EDUCATIONAL MEDIA FOUNDATION, a California non-profit religious corporation ("Buyer") and COMPASS RADIO OF SAN DIEGO, INC., a Delaware corporation ("Seller"),

WITNESSETH:

WHEREAS, Seller is the licensee of radio station KPRI, Encinitas, CA (Channel 271; 102.1 MHz; FIN# 51503) (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire substantially all of the assets owned or leased by Seller and used or useful in connection with the operation of the Station;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are 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 Station and which are specifically described below (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below):

(i) Seller's equipment, machinery, furniture and other tangible personal property used in the conduct of the business or operations of the Station, 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;

(ii) All of the licenses, permits and other authorizations, including the licenses, permits and authorizations issued by the FCC (collectively the "FCC Authorizations") and any licenses, permits or authorizations which may have been issued by 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 Station, identified on Schedule 2 hereto (collectively, with the FCC Authorizations, the "Licenses");

(iii) All of Seller's right, title and interest in and to the Station's tower lease (the "Tower Lease"), as further identified and described, and subject to the limitations identified 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 Station, 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 Station.

(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") except (i) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings; (ii) liens or mortgages, in each case that will be released on or before the Closing or otherwise satisfied by Seller with Buyer's consent; and (iii) in the case of any leased assets, the rights of and any Lien granted by the lessor (collectively, "Permitted 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, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for Station employees.

(c) As of the Closing, Buyer shall assume and agree to pay, discharge and perform: (i) all liabilities, obligations and commitments of Seller under the Tower Lease and any other Contracts expressly assumed by Buyer pursuant to this Agreement, to the extent they accrue or relate to the period on or after the Closing Date, and (ii) any current liability of Seller to the extent Buyer has received a credit pursuant to Section 2(c) (collectively, the "Assumed Obligations"). The parties expressly agree that Buyer's obligations to consummate the Closing shall not be conditioned on Seller having obtained an extension, amendment or modification of the Tower Lease, or any replacement thereof.

(d) The following assets and obligations relating to the business of the Station 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 (including employee receivables), bank deposits and securities held by Seller in respect of the Station 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 tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;
- (viii) Seller's corporate records unrelated to broadcast operations;
- (ix) All commitments, contracts, leases and agreements ("Contracts") including, without limitation, Contracts with an audience rating service or Contracts relating to the KPRI studio, provided, however, that Contracts expressly assumed by Buyer pursuant to this Agreement, including without limitation the Tower Lease, shall be Assumed Obligations;
- (x) All Contracts not specifically assumed in this Agreement;
- (xi) All of Seller's intellectual property used in the operation of the Station and the Assets other than the call sign, KPRI, which shall be transferred to Buyer;
- (xii) Seller's records, information and data relating to financial matters (including financial statements), sales and marketing, banking, client lists and correspondence, and the KPRI frequent listener database;
- (xiii) sSoftware licenses for Microsoft Office, Wide Orbit automation, and Marketron traffic services; and
- (xiv) Any other items identified on Schedule 1(d) hereof.

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 Twelve Million Dollars (\$12,000,000) (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 One Million Two Hundred Thousand

Dollars (\$1,200,000) 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, 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 Station 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 (including the security deposit under the Tower Lease for which Seller shall receive full credit), 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. To the extent the parties cannot agree as to any prorated expenses within such 60-day period, the disputed items shall at the request of either party be submitted to an independent certified public accountant acceptable to each party for resolution and the determination of such accountant with respect to such matters shall be final and binding upon the parties, and the costs of such accountant shall be borne equally by each of the parties.

3. FCC Consent; Assignment Application.

(a) On September 28, 2015, or such other date as the parties may agree, 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 Station (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 the transactions contemplated by this Agreement in full.

(b) Seller agrees to cooperate with Buyer in connection with the filing of an application by Buyer for the Station to become a non-commercial educational station and for a waiver of the FCC's "main studio" rules, with such conversion and waiver to be effective on or after the Closing Date. The grant of such waiver shall not be a condition to Closing. Seller shall be deemed to have satisfied its obligation to cooperate with Buyer under this Section 3(b) by prompt delivery of the signed statement required under Section 73.3517 of the FCC rules.

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 which date 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), or, if no petition to deny or informal objection is filed as contemplated, and within the period set forth, in Section 8(b)(iv), then the Closing Date shall be a date fixed by Buyer upon such written notice which date shall be no later than ten (10) days after the FCC Consent has been granted; provided, however, that in

each case the Closing shall be subject to waiver or satisfaction of the other conditions to Closing set forth in Section 8 hereof and subject to the further condition that in no event shall the Closing occur prior to January 15, 2016. . 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, reconsideration or review, or petition for rehearing or appeal, is pending, and as to which the time for filing any such request, petition or appeal, and for reconsideration by the FCC on its own motion, has expired. The Closing shall be held at the offices of Wilkinson, Barker, Knauer LLP, 2300 N Street NW, Suite 700, Washington, DC, 20037, or at any other location agreed upon by Buyer and Seller, or by mail.

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 Delaware. 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 Station 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 shall have been obtained and delivered to Buyer at or prior to 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 other than the FCC Consent, and any consents which may be required in connection with the assignment of Contracts to be assumed by Buyer pursuant to the terms of this Agreement.

(c) Schedule 1 hereto contains a list of the tangible personal property owned by Seller for use in connection with the operation of the Station 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). Each material item of Tangible Personal Property that has been maintained by Seller (i) is in good condition and repair,

ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC and FAA, and (iv) to Seller's knowledge, does not contain any PCBs. 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 Station in the manner and to the full extent it is 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 Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the "Communications Laws"), including that the Station is transmitting, and is capable of continuously transmitting, at no less than 90% of its authorized power. Except as set forth in Schedule 2, the Station is not transmitting or receiving any objectionable interference to or from any other station, and the Station is 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 either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects.

(e) To Seller's knowledge, the existing tower used in the operation of the Station is obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Except as set forth in Schedule 2, Seller is in compliance in all material respects with all requirements of the FCC and the FAA with respect to the construction and/or alteration of the Station's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required. The operations of the Station 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, rules or regulations.

(f) Seller has a valid leasehold interest in the Tower Lease as described on Schedule 3, free and clear of all Liens, except for Permitted Liens and Seller is not, nor to Seller's knowledge is any other party to the Tower Lease, in material breach or default with respect to the Tower Lease. There is full legal and practical access to the site at which the Station's tower and transmitter facilities are located (the "Tower Site Property") and all utilities necessary for Buyer's use of the Tower Site Property as a radio tower facility are installed and are in good working order. To Seller's knowledge, the buildings, towers, guys and other fixtures

situated on the Tower Site Property are free of structural defects and are suitable for their intended uses, and are in good state of maintenance and repair (ordinary wear and tear excepted).

(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 other than Permitted Liens.

(h) Other than Media Venture Partners ("Broker"), whose fee will be paid by Seller, provided that a One Hundred Thousand Dollar (\$100,000) contribution by Buyer payable directly to Broker shall be applied against such fee, there is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(i) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect, which is not of general applicability and which affects 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 Seller, or to the best of Seller's knowledge, threatened against Seller. To the best of Seller's knowledge, with respect to the Station, Seller has complied in all material respects with all applicable laws, regulations, orders or decrees applicable to Seller. The current uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(j) Seller is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all 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). To Seller's knowledge, there are no underground storage tanks located at the Tower Site Property. To Seller's knowledge, there are not now, nor have there previously been, any other facilities on, under, or at the Tower Site Property 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 casualty insurance providing such coverage and in such amounts with respect to the material Tangible Personal Property as is commercially reasonable 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 by it, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid by it, except for taxes that are being contested in good faith by appropriate proceedings.

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

(a) Buyer is a non-profit religious corporation duly organized, validly existing and in good standing under the laws of the State of California, and 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 agreements of Buyer enforceable in accordance with their 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.

(d) Buyer is legally, financially, technically and otherwise qualified under the Communications Act of 1934, as amended, and the Communications Laws, to acquire and become the FCC licensee of the Station and to operate the Station in the manner contemplated,

and to otherwise consummate the transactions contemplated by this Agreement without the need for any waiver from the FCC.

(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) Except for Buyer's agreement to participate in the compensation of Broker as disclosed in paragraph 5(h), there is no broker or finder or other person who would have any valid claim 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. Except as provided in paragraph 5(h), Buyer shall not be responsible for the payment of any broker or finder fee.

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 Station in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws including the Communications Laws. 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 Station which are filed between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Station's 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 use its reasonable best efforts to keep the Licenses valid and in full force and effect.

(iii) Seller shall maintain insurance on the Tangible Personal Property consistent with its representation in Section 5(k).

(iii) 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 material item 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, other than a Permitted Lien.

(iv) 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 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.

(v) 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

(vi) Seller shall use its reasonable best efforts to cause the Station to remain in material compliance with all applicable federal, state and local laws, rules and regulations.

(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 Station.

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

(d) 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 have been granted and shall be in full force and effect;

(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 similar proceeding.

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

(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) No period of postponement under Section 19(i) shall be in effect, and in the event Buyer shall have made the election under Section 19(ii), Seller shall have assigned the insurance proceeds to Buyer as contemplated by Section 19(ii);

(iv) The FCC Consent contemplated by this Agreement shall have been granted, shall be in full force and effect and shall have become a Final Order; provided, however, that the condition as to Final Order shall not apply in the event no petition to deny or informal objection seeking the denial, dismissal or designation for an evidentiary hearing, of the Assignment Application is filed with the FCC during the period commencing on the date the FCC issues public notice of the filing of the Assignment Application and ending on the thirtieth day thereafter;

(v) There shall not be any Liens on the Assets or any financing statements of record other than Permitted Liens and Liens to be satisfied by Seller, and financing statements to be released, on or before the Closing Date, and Seller shall obtain a lien search report 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 California;

(vi) The Station shall be transmitting, and shall be capable of continuously transmitting, at no less than 90% of its authorized power; and

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

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 personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

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

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

(iv) To the extent required by the Tower Lease, a Consent to the Assignment of the Tower Lease from Seller to Buyer executed by the Lessor;

(v) 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;

(vi) A joint notice to the Escrow Agent;

(vii) A Closing Statement; and

(viii) 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;

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

(iii) A joint notice to Escrow Agent;

(iv) 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;

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

(vi) A Closing Statement; and

(vii) 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; provided however, that with respect to Section 10(a)(i), Seller shall have no liability hereunder until and only to the extent that an Indemnitee's Damages exceed One Hundred Thousand Dollars (\$100,000), and the maximum liability of Seller under this Section 10 shall be One Million Dollars (\$1,000,000).

(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, or Buyer's failure to pay, satisfy and discharge the Assumed Obligations; provided however, that with respect to Section 10(b)(i), Buyer shall have no liability hereunder until and only to the extent that an Indemnitee's Damages exceed One Hundred Thousand Dollars (\$100,000), and the maximum liability of Buyer under this Section 10 shall be One Million Dollars (\$1,000,000).

(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. Except with regard to title to the Assets or as otherwise expressly provided in this Agreement, the covenants, conditions and agreements of the parties shall terminate upon, and shall not survive, the Closing.

11. Termination.

(c) 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 designated for hearing by the FCC; 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 necessary 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.

(d) Upon a termination of this Agreement 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.

(e) Upon a termination of this Agreement for any reason other than as a result of a breach by either party 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.

12. Specific Performance. Seller acknowledges that the Station is a unique asset 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.

(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:

Compass Radio of San Diego, Inc.
9710 Scranton Road, Suite 200
San Diego, CA 92121

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

David Burns, Esq.
Pillsbury Winthrop Shaw Pittman, LLP
1200 Seventeenth St., NW
Washington, DC 20036

If to Buyer, to:

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

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

David Oxenford, Esq.
Wilkinson, Barker, Knauer LLP
2300 N Street NW, Suite 700
Washington, DC 20037

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 or other electronic transmission 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 or other electronic transmission 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 relating to the Assignment Application shall be shared equally between Buyer, on the one hand, and Seller, on the other hand. 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, provided such Assets can reasonably be repaired or replaced within such 60-day period, 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 Fifteen Thousand Dollars (\$15,000), 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, which consent shall not be unreasonably withheld or delayed.

21. Entire Agreement; Seller's Knowledge. 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. Where a statement herein is made to "Seller's knowledge," or is qualified by words of similar import, such term shall mean the actual knowledge of either Robert Hughes or Jonathan Schwartz.

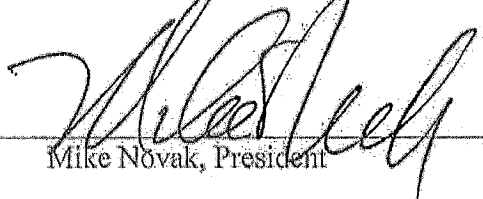
22. Schedules and Exhibits. Unless otherwise specified herein, each Schedule and Exhibit referred to in this Agreement is attached hereto, and each such Schedule and Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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:

COMPASS RADIO OF SAN DIEGO, INC.

Jonathan D Schwartz

Jonathan D. Schwartz, President

SCHEDULE 1

Tangible Personal Property

See list attached

Compass Radio of San Diego, Inc.

Asset Purchase Agreement Dated ~~August 9, 2015~~ *September 10, 2015*
between Educational Media Foundation and Compass Radio of San Diego Inc.

Schedule 1 – Tangible Personal Property

Inventory of Technical Equipment

The following pages list the technical equipment, machinery, furniture and improvements in use as of August 9, 2015 in program production and broadcasting at the studios and transmitter site of KPRI, San Diego.

The inclusion of any item on this schedule shall not constitute a representation that such item is material or as to the value of such item. Amounts listed under the column titled "Value" are for Seller's internal purposes only and do not constitute a representation as to valuation of the assets.

KPRI Equipment Inventory

August 9, 2015

Sticker	Make	Model	Description	Serial	Value	Acquisition	Location
Mt. Soledad Site							
	Harris	HT30CD	Transmitter				
	Broadcast Tools	Site Sentinel 16	Remote Control System	151174	960	10/17/14	Soledad
	Elenos	ETG-5000	FM Transmitter	786211	26000	11/9/14	Soledad
	Dielectric		3-bay Transmit Antenna		300000		Soledad
	Dielectric	1000002060	Diplexer, 102.1 & 102.9 MHz	3009027	300000		Soledad
	Bird		Watcher				Soledad
	Belar	FMS-2	FM Stereo Monitor	173456			Soledad
	Belar	FMM-2	FM Modulation Meter	163854			Soledad
	Crown	D-75	Audio Power Amplifier	25501			Soledad
	Wheatstone Vorsis	FM-5	Audio Processor	0709-68882			Soledad
	Tunwall Radio	TRC-1	RF Switch Controller	11399	1400	2/1/15	Soledad
	Rolls	RS80	FM Tuner with RDS Readout				Soledad
	Telos	Zephyr	ISDN Codec	9200FEG4101			Soledad
	Harris	Intraplex	T-1 Multiplexer w/ PT353, PR353, CM5RB cards	71113043			Soledad
	Inovonics	713	RDS Encoder	306			Soledad
	Supernicro		Computer with WOAFR Software & ASI Audio Card		2000		5/1/14 Soledad
	HP		Computer		500		
	Electropulse		Dummy Load, 10kW Rated		5000		
	Dielectric		Motorized RF Switch, 2-way, 2-I/O each		500		

KPRI Equipment Inventory

August 9, 2015

Make	Model	Description	Serial Value	Acquisition	Location
Equipment Room					
Broadcast Tools	Site Sentinel 16	Remote Control System			
3Com	3C17300	Data Switch, 28-port	151173	960	10/17/14 rack 8
Harris	VM-IC	Intercom Panel			rack 1
Dell	PowerEdge	Server (firewall)			rack 1
QNAP	TS-469U-SP	NAS Server, 8TB	Q143IO5074		rack 1
Harris	VistaMax	Audio Router, 48 AES I/O, 48 Analog I/O	PX0616002720		rack 1
Harris	VistaMax	Power Supply	PX0613002304		rack 1
Harris	VistaMax	Power Supply	PX0613002307		rack 1
APC	SmartUPS 3000	UPS			rack 1
Linksys	SRW2024	GigE 24-port Switch			rack 3
NEC	ASLCD72VX-BK	XVGA Monitor, 17"	63138361NA		rack 2
Supernicro		Wide Orbit Server for VT Rm w/ ASI Sound Card			rack 2
Vorsis	HD-P3	Audio Processor for Wide Orbit AGC			rack 2
Vorsis	HD-P3	Audio Processor for Wide Orbit AGC			rack 2
Vorsis	HD-P3	Audio Processor for Wide Orbit AGC			rack 2
APC	SmartUPS 3000	UPS			rack 2
NEC	ASLCD72VX-BK	XVGA Monitor, 17"			rack 2
APC	SmartUPS 3000	UPS			rack 3
		Web Stream Monitor Computer			rack 3
ESE	ES185	GPS Master Clock-SMPTE Time Code Generator			rack 4
ATI	DA2016	Audio Distribution Amplifier (Time Code)			rack 4
NEC	ASLCD72VX-BK	XVGA Monitor, 17"			rack 4
Linksys	SRW2024	Data Switch, 24-port			rack 4
Dell	PowerEdge 1750	Server (domain controller)			rack 4
SuperMicro		Hard Drive Array			rack 4
Dell	PowerEdge R310	Server (ESX 1)			rack 4
EV	S40	Loudspeakers, 5", pr		200	rack 4
NEC	ASLCD72VX-BK	XVGA Monitor, 17"			rack 5
Tektronix	760	Analog Audio Monitor Scope			rack 5
Tektronix	764	Digital Audio Monitor Scope			rack 5
Harris	VM-SDS	VistaMax Router Control Panel			rack 5
tc electronic	DB MAX	Audio Processor (transmission pre-processor)			rack 5

KPRI Equipment Inventory

August 9, 2015

Snicker	Make	Model	Description	Serial	Value	Acquisition	Location
Equipment Room - Continued							
Broadcast Tools	ACS-II		AES/EBU 2x1 Auto Switch				rack 5
PR&E	LS-5		5x4 Stereo Audio Passive Switch				rack 5
Neutrik	NYS-SPP-L1		Audio Patchbay, 48-jack				rack 5
APC	SmartUPS 3000		UPS				rack 5
NEC	ASLCD72VX-BK		XVGA Monitor, 17"				rack 6
Orban	8400		Audio Processor (for web stream)				rack 6
Broadcast Tools	ACS8.2		Analog Audio 8x2 Remote Control Switch				rack 6
Neutrik	NYS-SPP-L1		Audio Patchbay, 48-jack				rack 6
Neutrik	NYS-SPP-L1		Audio Patchbay, 48-jack				rack 6
ATI	DA2016		Audio Distribution Amplifier (PGM)				rack 6
Asus			Server (Music Master)				rack 6
Dell			Server, (Wide Orbit Central)				rack 6
Comrex	Access		JP Codec				rack 7
Telos	Xtreme Zephyr		ISDN Codec				rack 7
ATI	DA2016		Audio Distribution Amplifier (AIR)				rack 7
Denon	TU-380RD		FM Tuner				rack 7
Crown	FM-2		FM Tuner				rack 7
NEC	ASLCD72VX-BK		XVGA Monitor, 17"				rack 8
Broadcast Tools	Sentinel 16		Remote Control System				rack 8
Harris	Intraplex		T-1 Multiplexer w/ PT353, PR353, CM5RB cards				rack 8
Dell			Computer (for accessing/monitoring remote control)				rack 8

Sticker	Make	Model	Description	Serial	Value	Acquisition	Location
Voice Track Room							
	Harris	Stereo Mixer	Digital Audio Mixer, 7-Input, 2-output				
	HP		Desktop Computer				
	Shure	KSM32	Microphone				
	OC White	Black	Mic Stand				
	AirTools		6200 Mic Audio Processor				
	Denon	DN-950FA	CD Player				
	Mackie	HR-8	Active Audio Loudspeaker, pair				
	Harris	VM-IC	Intercom Panel				
	Harris	VM-SDS	VistaMax Router Control Panel				

KPRI Equipment Inventory

August 9, 2015

Sticker	Make	Model	Description	Serial	Value	Acquisition Location
Air Control Room						
Harris		RMX Digital	Digital Audio Mixer, 14-input, 4-output			
Telos		Two x 12	Multiline Audio Hybrid System			
ElectroVoice		RE20	Microphone			
OC White		Black	Mic Stand			
ElectroVoice		RE20	Microphone			
OC White		Black	Mic Stand			
ElectroVoice		RE20	Microphone			
OC White		Black	Mic Stand			
telectronic		Gold Channel	Mic Audio Processor			
AirTools		6200	Mic Audio Processor			
AirTools		6200	Mic Audio Processor			
Denon		DN-950FA	CD Player			
Denon		DN-950FA	CD Player			
360 Systems		Instant Replay	Digital Audio Recorder			
Sage/Endec		3644	EAS Processor			
Mackie		HR-8	Active Audio Loudspeaker, pair			
Harris		VM-IC	Intercom Panel			
Harris		VM-SDS	VistaMax Router Control Panel			
Asus			Desktop Computer			
HP			Desktop Computer			
LG			19" Computer Monitor			
NEC		ASLCD72VX-BK	XVGA Monitor, 17"			

KPRI Equipment Inventory

August 9, 2015

Sticker	Make	Model	Description	Serial	Value	Acquisition	Location
Production Control Room							
Harris		RMX Digital	Digital Audio Mixer, 14-input, 4-output				
ElectroVoice		RE20	Microphone				
OC White		Black	Mic Stand				
ElectroVoice		RE20	Microphone				
OC White		Black	Mic Stand				
ElectroVoice		RE20	Microphone				
OC White		Black	Mic Stand				
tc electronic		Gold Channel	Mic Audio Processor				
AirTools		6200	Mic Audio Processor				
AirTools		6200	Mic Audio Processor				
Denon		DN-950FA	CD Player				
Sage/Endec		3644	EAS Processor				
Mackie		HR-8	Active Audio Loudspeaker, pair				
Harris		VM-IC	Intercom Panel				
Harris		VM-SDS	VistaMax Router Control Panel				
HP			Desktop Computer (Adobe Audition)				
			Computer Monitor				

Sticker	Make	Model	Description	Serial	Value	Acquisition	Location
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Lake San Marcos Site Stored Surplus Gear

Harris	FM10K	FM Transmitter 10000 Watt Tube-type			1000		
Orban	8100A/XT2	FM Audio Processor			1000		
Shively		6-bay Circular Polarization Antenna			3000		
Bext/RVR	FM20	FM Transmitter, 20 Watt			1000		
ESE	ES185	Master Clock, GPS-Based			400		
Teles	Zephyr	ISDN Codec			800		
Dielectric		Antenna Patch Bay System			1000		
Burk	GSC3000	Remote Control System			1000		
Dielectric	Custom	FM Broadcast Bandpass Filter, 102.1 MHz			5000		
		Equipment Rack, 5'			100		
		Misc. Copper Hardline and Fittings			3000		

SCHEDULE 1(d)

Other Excluded Assets

See list attached

Compass Radio of San Diego, Inc.

Asset Purchase Agreement Dated ~~August~~ *September 10, 2015* 2015
between Educational Media Foundation and Compass Radio of San Diego Inc.

1(d) Excluded Assets

The following pages list those assets of Compass Radio of San Diego Inc (CRSD) which the Seller (CRSD) proposes shall not be sold, assigned or transferred to the Buyer (EMF).

KPRI
COMBINED FURNITURE
REVISED 2

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
1	16	HMI	HHR	G7118.10	+Paper Tray 10W	SALES	\$ 16.00	\$ 256.00
				XF	+frosted			
2	8	HMI	HHR	G7130.	+Diag Tray	SALES	\$ 23.64	\$ 189.12
				XF	+frosted			
3	18	HMI	HHR	R1120.60N	+Short Pole,Nonpwr,w/cutouts 60H	SALES	\$ 139.27	\$ 2,506.86
				MS	+metallic silver			
				LU	+soft white			
4	11	HMI	HHR	R1120.60P	+Short Pole,Pwr 60H	SALES	\$ 218.55	\$ 2,404.05
				MS	+metallic silver			
				LU	+soft white			
5	28	HMI	HHR	R1210.4B	+Arms,Supp (1 pr) 48L	SALES	\$ 75.64	\$ 2,117.92
				MS	+metallic silver			
6	2	HMI	HHR	R1311.A	+Recept,Duplex Circ A 6/Pkg	SALES	\$ 72.00	\$ 144.00
				LU	+soft white			
7	2	HMI	HHR	R1311.CI	+Recept,Duplex Circ C,Iso Grnd 6/Pkg	SALES	\$ 72.00	\$ 144.00
				LU	+soft white			
8	2	HMI	HHR	R1320.06	+Pwr Entry,Floor/Wall 6Ft L	SALES	\$ 68.00	\$ 136.00
				LU	+soft white			
9	2	HMI	HHR	R1351.048N	+Channel,Pwr/Data,Nonpwr 48L	SALES	\$ 45.82	\$ 91.64
				LU	+soft white			
				LU	+soft white			
10	9	HMI	HHR	R1351.048P	+Channel,Pwr/Data,Pwr 48L	SALES	\$ 101.82	\$ 916.38
				MS	+metallic silver			
				LU	+soft white			
11	2	HMI	HHR	R1360.	+Housing,Data Faceplate 6/Pkg	SALES	\$ 48.36	\$ 96.72
				LU	+soft white			
12	53	HMI	HHR	R1410.604B	+Screen,Boundary 60 Uppr Supp Arm Ht,48W	SALES	\$ 51.27	\$ 2,717.31
				BB	+multiscrim™-Pr Cat 1			
				07	+multiscrim™ pebble beige			
13	3	HMI	HHR	R1420.604B	+Screen,Display 60 Uppr Supp Arm Ht,48W	SALES	\$ 146.91	\$ 440.73
				BA	+bubbletack™-Pr Cat 1			
				14	+bubbletack™ paprika orange			
14	8	HMI	HHR	R2104.4848T	+Wk Surf,Ext Boomerang,Formcoat 48 Ctr Supp Arm Length 48W Lt 48W Rt	SALES	\$ 401.82	\$ 3,214.56
				LU	+soft white			
				MS	+metallic silver			
				LU	+soft white			
15	2	HMI	HHR	R3210.60LA	+Cabinet,Pole Att,Left-Hinged Dr,4 File Frames	SALES	\$ 338.55	\$ 677.10
				LU	+soft white			
				XF	+frosted			
				LU	+soft white			
				KD	+keyed differently			

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
16	8	HMI	HHR	R3610.60	+Tool Rail,60 Uppr Supp Arm Ht	SALES	\$ 75.64	\$ 605.12
				MS	+metallic silver			
17	8	HMI	HHR	R7310.13T	+Pole Shelf,Formcoat 13D	SALES	\$ 57.45	\$ 459.60
				N8	+golden chamols			
				MS	+metallic silver			
18	8	HMI	MER	F16-1918-BBF	+Ped,FS Std Pul,Stnry,B/B/F	SALES	\$ 344.51	\$ 2,756.08
				SS	+amooth paint on smooth steel			
				MT	+medium tone			
				T2	+1 1/4"-high painted metal top with squared edge			
				KA	+keyed alike			
				B2	+1 1/2"-high base			
				CB	+counterweight			
				AD	+legal adapter, no compressor			
19	2	HMI	HEI	232092-234	+Lock Plugs and Keys,#234	SALES	\$ 0.00	\$ 0.00
20	2	HMI	HEI	232092-235	+Lock Plugs and Keys,#235	SALES	\$ 0.00	\$ 0.00
21	2	HMI	HEI	232092-236	+Lock Plugs and Keys,#236	SALES	\$ 0.00	\$ 0.00
22	2	HMI	HEI	232092-237	+Lock Plugs and Keys,#237	SALES	\$ 0.00	\$ 0.00
23	2	HMI	HEI	232092-238	+Lock Plugs and Keys,#238	SALES	\$ 0.00	\$ 0.00
24	2	HMI	HEI	232092-239	+Lock Plugs and Keys,#239	SALES	\$ 0.00	\$ 0.00
25	2	HMI	HEI	232092-240	+Lock Plugs and Keys,#240	SALES	\$ 0.00	\$ 0.00
26	2	HMI	HEI	232092-241	+Lock Plugs and Keys,#241	SALES	\$ 0.00	\$ 0.00
27	8	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE	SALES	\$ 267.53	\$ 2,140.24
					GR. 3 FABRIC			
					FAUX LEATHER BLACK			
sub					Subtotal			\$ 22,013.43
28	6	HMI	HEI	E1109.7036E	+Frame,Pwr 4-Circ 70H 36W	MGR	\$ 206.18	\$ 1,237.08
				NN	+none			
				BU	+black umber			
29	3	HMI	HEI	E1109.7036N	+Frame,Npwr No Access 70H 36W	MGR	\$ 158.18	\$ 474.54
				NN	+none			
				BU	+black umber			
30	10	HMI	HEI	E1109.7036X	+Frame,Bare 70H 36W	MGR	\$ 61.82	\$ 618.20
31	4	HMI	HEI	E1109.7042X	+Frame,Bare 70H 42W	MGR	\$ 64.36	\$ 257.44
32	10	HMI	HEI	E1109.7048X	+Frame,Bare 70H 48W	MGR	\$ 68.36	\$ 683.60
33	21	HMI	HEI	E1120.70	+Draw Rod 70H	MGR	\$ 7.64	\$ 160.44
34	4	HMI	HEI	E1142.2724A	+Return,Open,Wk Surf/Undstre Supp 27H 24D,for work surface or on-mad penin w/no cable mgmt ...	MGR	\$ 187.27	\$ 749.08
				BU	+black umber			

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Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
35	4	HMI	HEI	E1142.2730A	+Return,Open,Wk Surf/Undstrc Supp 27H 30D,for work surface or on-mod panlin w/no cable mgnt ... +black umber	MGR	\$ 191.27	\$ 765.08
				BU				
36	6	HMI	HEI	E1210.70	+Wall Start 70H +black umber	MGR	\$ 34.18	\$ 205.08
				BU				
37	2	HMI	HEI	E1219.70A	+Conn,Bare 2-Way 90-Deg w/ Draw Rod 70H	MGR	\$ 56.36	\$ 112.72
38	3	HMI	HEI	E1219.70C	+Conn,Bare 3-Way 90-Deg 70H	MGR	\$ 76.36	\$ 229.08
39	9	HMI	HEI	E1250.70A	+Fin End,Pntd Archtrl 70H +black umber	MGR	\$ 34.55	\$ 310.95
				BU				
40	19	HMI	HEI	E1260.36A	+Top Cap,Frame Pntd Archtrl 36W +black umber	MGR	\$ 22.91	\$ 435.29
				BU				
41	4	HMI	HEI	E1260.42A	+Top Cap,Frame Pntd Archtrl 42W +black umber	MGR	\$ 25.45	\$ 101.80
				BU				
42	10	HMI	HEI	E1260.48A	+Top Cap,Frame Pntd Archtrl 48W +black umber	MGR	\$ 28.00	\$ 280.00
				BU				
43	3	HMI	HEI	E1261.3A	+Top Cap,Conn Pntd Archtrl 3-Way 90 Deg Conn +black umber	MGR	\$ 18.55	\$ 55.65
				BU				
44	2	HMI	HEI	E1261.5A	+Top Cap,Conn Pntd Archtrl 2-Way 90 Deg Sq Conn +black umber	MGR	\$ 18.55	\$ 37.10
				BU				
45	6	HMI	HEI	E1263.36C	+Side Cover,2 Recaps 36W +black umber	MGR	\$ 20.00	\$ 120.00
				BU				
46	2	HMI	HEI	E1281.70P	@Conn Cover,2-Way 90-Deg,Architctural,Ptd 70H @black umber	MGR	\$ 60.36	\$ 120.72
				BU				
47	3	HMI	HEI	E1282.70P	@Conn Cover,Spacer/3-Way 90-Deg,Architctural,Ptd 70H @black umber	MGR	\$ 69.82	\$ 209.46
				BU				
48	2	HMI	HEI	E1311.A	+Rcp,4-Circ A Duplex 6/Pkg +black umber	MGR	\$ 59.27	\$ 118.54
				BU				
49	2	HMI	HEI	E1311.B	+Rcp,4-Circ B Duplex 6/Pkg +black umber	MGR	\$ 59.27	\$ 118.54
				BU				
50	2	HMI	HEI	E1311.C	+Rcp,4-Circ C Duplex 6/Pkg +black umber	MGR	\$ 59.27	\$ 118.54
				BU				
51	4	HMI	HEI	E1322.06E	+Power Entry,Ext. Dir Con 4-Circ,6Rt L	MGR	\$ 47.27	\$ 189.08
52	4	HMI	HEI	E1354.36B	+Harness,Baseline,4-Circ,W/O Side Covers Pwr 36W	MGR	\$ 41.09	\$ 164.36
53	2	HMI	HEI	E1411.3236T	+Tile,Glazed Window Top 32H 36W +black umber +clear	MGR	\$ 72.73	\$ 145.46
				BU				
				TR				
54	8	HMI	HEI	E1411.3242T	+Tile,Glazed Window Top 32H 42W +black umber +clear	MGR	\$ 80.36	\$ 642.88
				BU				
				TR				

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
55	20	HMI	HEI	E1411.3248T	+Tile, Glazed Window Top 32H 48W	MGR	\$ 89.82	\$ 1,796.40
				BU	+black umber			
				TR	+clear			
56	12	HMI	HEI	E1420.1636P	+Tile, Face Painted 16H 36W	MGR	\$ 17.09	\$ 205.08
				BU	+black umber			
57	4	HMI	HEI	E1420.1636P	+Tile, Face Painted 16H 36W	MGR	\$ 17.09	\$ 68.36
				BU	+black umber			
58	12	HMI	HEI	E1420.2436P	+Tile, Face Painted, 24H 36W	MGR	\$ 27.27	\$ 327.24
				BU	+black umber			
59	4	HMI	HEI	E1420.2436P	+Tile, Face Painted, 24H 36W	MGR	\$ 27.27	\$ 109.08
				BU	+black umber			
60	12	HMI	HEI	E1420.3236F	+Tile, Face Fabric, 32H 36W	MGR	\$ 40.36	\$ 484.32
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			
61	4	HMI	HEI	E1420.3236F	+Tile, Face Fabric, 32H 36W	MGR	\$ 40.36	\$ 161.44
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			
62	6	HMI	HEI	E1422.1636	+Tile, Tackable 16H 36W	MGR	\$ 37.09	\$ 222.54
				5T	+resonance-Pr Cat 1			
				38	+resonance ginkgo			
63	2	HMI	HEI	E1422.1636	+Tile, Tackable 16H 36W	MGR	\$ 37.09	\$ 74.18
				5T	+resonance-Pr Cat 1			
				38	+resonance ginkgo			
64	4	HMI	HEI	E1425.0836	+Tile, Rail 08H 36W	MGR	\$ 40.00	\$ 160.00
				MT	+medium tone			
65	12	HMI	HEI	E1425.0836	+Tile, Rail 08H 36W	MGR	\$ 40.00	\$ 480.00
				MT	+medium tone			
66	6	HMI	HEI	E1425.1636	+Tile, Rail 16H 36W	MGR	\$ 60.36	\$ 362.16
				MT	+medium tone			
67	2	HMI	HEI	E1425.1636	+Tile, Rail 16H 36W	MGR	\$ 60.36	\$ 120.72
				MT	+medium tone			
68	12	HMI	HEI	E1445.3236F	+Cladding Architectural, Fab 32H 36W	MGR	\$ 68.73	\$ 824.76
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			
69	14	HMI	HEI	E1445.3836F	+Cladding Architectural, Fab 38H 36W	MGR	\$ 75.73	\$ 1,074.22
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			
70	8	HMI	HEI	E1445.3842F	+Cladding Architectural, Fab 38H 42W	MGR	\$ 80.36	\$ 642.88
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
71	20	HMI	HEI	E1445.3848F	+Cladding Architectural, Fab 38H 48W	MGR	\$ 82.18	\$ 1,643.60
				2Z	+slideshow-Pr Cat 1			
				01	+slideshow cinema			
72	2	HMI	HEI	E2720.72	+Work Surf, Formcoat Curv 24D Lt 30D Rt 72W	MGR	\$ 439.64	\$ 879.28
				N8	+golden chamols			
				BU	+black umber			
				SM	+on module			
73	2	HMI	HEI	E2721.72	+Work Surf, Formcoat Curv 30D Lt 24D Rt 72W	MGR	\$ 439.64	\$ 879.28
				N8	+golden chamols			
				BU	+black umber			
				SM	+on module			
74	11	HMI	HEI	G7130.	+Dlog Tray	MGR	\$ 20.73	\$ 228.03
				BU	+black umber			
75	2	HMI	HEI	G7310.24	+Mini-Shelf 24W	MGR	\$ 19.64	\$ 39.28
				BU	+black umber			
76	14	HMI	HEI	X3750.36SPN	+Flip Door Unit, C-Style, Std Mech, Painted, No Lift Hdl 36W	MGR	\$ 178.55	\$ 2,499.70
				KA	+keyed alike			
				E1	+for Ethospace® System			
				LU	+soft white			
				LU	+soft white			
77	1	HMI	HGN	DL233.3060	+Tbl Desk, Formcoat Concave Rect 30D 60W	MGR	\$ 591.27	\$ 591.27
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			
78	2	HMI	HGN	DL243.72	+Tbl Desk, Formcoat Curv 24D Lt 30D Rt 72W	MGR	\$ 653.09	\$ 1,306.18
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			
79	2	HMI	HGN	DL253.72	+Tbl Desk, Formcoat Curv 30D Lt 24D Rt 72W	MGR	\$ 653.09	\$ 1,306.18
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			
80	2	HMI	HGN	DL423.4272	+Tbl Desk, Formcoat Ext Crn, Rect End 24D 42W Lt 72W Rt	MGR	\$ 865.09	\$ 1,730.18
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			
81	1	HMI	HGN	DL423.7242	+Tbl Desk, Formcoat Ext Crn, Rect End 24D 72W Lt 42W Rt	MGR	\$ 865.09	\$ 865.09
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			
82	1	HMI	HGN	DL953.36	+Ext, Formcoat Curv, Attach From Lt 30D Lt 24D Rt 36W	MGR	\$ 361.45	\$ 361.45
				N8	+golden chamols			
				BU	+black umber			
				G7	+glides			

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
83	1	HMI	HGN	DL953.42	+Ext, Formcoat Curv, Attach From Lt 30D Lt 24D Rt 42W +golden chamols +black umber +glides	MGR	\$ 372.73	\$ 372.73
84	1	HMI	HGN	DL963.36	+Ext, Formcoat Curv, Attach From Rt 24D Lt 30D Rt 36W +golden chamols +black umber +glides	MGR	\$ 361.45	\$ 361.45
85	7	HMI	MER	F16-1522-88F	+Pad, FS Std Pull, Strny, B/B/F +smooth paint on smooth steel +soft white +1 1/4"-high painted metal top with squared edge +keyed alike +1 1/2"-high base +counterweight +standard compressor	MGR	\$ 355.69	\$ 2,489.83
86	5	HMI	MER	F16-1528-FF	+Pad, FS Std Pull, Strny, F/F +smooth paint on smooth steel +soft white +1 1/4"-high painted metal top with squared edge +keyed alike +1 1/2"-high base +counterweight +standard compressor	MGR	\$ 352.56	\$ 1,767.80
87	2	HMI	MFS	46-3020-69	+Std Case, Std Pull 30W 20D 6S 5/8H +smooth paint on smooth steel +soft white +5 shelves total +keyed alike, black +1 1/4"-high painted metal top with squared edge +1 1/2"-high base	MGR	\$ 520.22	\$ 1,040.44
88	5	HMI	MER	26-3020-3	+Lateral File Std Pull 3-High 30W 20D (Spec-A-File) +Smooth Steel +soft white non-metallic +Square Metal Top 1-1/4 +Overhead Ind Locks 26-1/4 +Fixed Front 11-3/4 +Comb. F/B Ltr & S/S Lgl +Fixed Front 11-3/4 +Comb. F/B Ltr & S/S Lgl +Base 1-1/2in H +Black - Keyed Alike +Counterweight(recommended) +Specification Complete	MGR	\$ 805.09	\$ 4,025.45
89	5	HMI	HEI	232092-226	+Lock Plugs and Keys, #226	MGR	\$ 0.00	\$ 0.00
90	5	HMI	HEI	232092-227	+Lock Plugs and Keys, #227	MGR	\$ 0.00	\$ 0.00
91	5	HMI	HEI	232092-228	+Lock Plugs and Keys, #228	MGR	\$ 0.00	\$ 0.00
92	4	HMI	HEI	232092-229	+Lock Plugs and Keys, #229	MGR	\$ 0.00	\$ 0.00

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Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
93	5	HMI	HEI	232092-230	+Lock Plugs and Keys, #230	MGR	\$ 0.00	\$ 0.00
94	4	HMI	HEI	232092-231	+Lock Plugs and Keys, #231	MGR	\$ 0.00	\$ 0.00
95	4	HMI	HEI	232092-232	+Lock Plugs and Keys, #232	MGR	\$ 0.00	\$ 0.00
96	5	HMI	HEI	232092-233	+Lock Plugs and Keys, #233	MGR	\$ 0.00	\$ 0.00
97	9	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE GR, 3 FABRIC FAUX LEATHER BLACK	MGR	\$ 267.53	\$ 2,407.77
98	10	AS2	AS2	7801	INERTIA SIDE CHAIR, SILVER BASE COM Knoll Roots & Rhythm	MGR	\$ 114.29	\$ 1,142.90
99	10	A47	A47	K489/3	Knoll Roots & Rhythm Sprouts For Inertia side chair - 1 yd/chair	MGR	\$ 60.00	\$ 600.00
sub					Subtotal			\$ 42,311.98
100	3	GUN	GL9	ACBAR72	Menu 72" Accessory Bar	PRIVATE OFFICE	\$ 154.81	\$ 464.43
101	1	GUN	GL9	MXBKN5H1536	Menu Bookcase 5H 1536 Undecided GLWOOD Option	PRIVATE OFFICE	\$ 1,058.70	\$ 1,058.70
102	1	GUN	GL9	MXBWR2442L	Menu Modular Bridge 24x42 LH Worksurface Undecided EDGE Option Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 300.26	\$ 300.26
103	2	GUN	GL9	MXBWR2448R	Menu Modular Bridge 24x48 RH Worksurface Undecided EDGE Option Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 325.71	\$ 651.42
104	1	GUN	GL9	MXCWR24114	Menu Modular Credenza 24x114 Worksurface Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 671.69	\$ 671.69
105	2	GUN	GL9	MXCWR2472	Menu Modular Credenza 24x72 Worksurface Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 409.35	\$ 818.70
106	1	GUN	GL9	MXCWR2478	Menu Modular Credenza 24x72 Worksurface Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 436.88	\$ 436.88
107	1	GUN	GL9	MXLFMSH1836	Menu Modular 5H Lateral File 18x36 Undecided PAINT2 Option Undecided GLWOOD Option Metro Silver Undecided GLOCK Option	PRIVATE OFFICE	\$ 1,635.84	\$ 1,635.84
108	3	GUN	GL9	MXMSL24	Menu 24" L-Shaped Support Undecided GLWOOD Option	PRIVATE OFFICE	\$ 252.99	\$ 758.97

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
109	1	GUN	GL9	MXPMW2415-2	Menu Modular Pedestal 24x15 FP	PRIVATE OFFICE	\$ 469.61	\$ 469.61
				~	Undecided PAINT2 Option			
				~	Undecided GLWOOD Option			
				.MTS	Metro Silver			
				~	Undecided GLOCK Option			
110	3	GUN	GL9	MXPMW2430-4	Menu Modular Pedestal 24x30 LAT	PRIVATE OFFICE	\$ 574.55	\$ 1,723.65
				~	Undecided PAINT2 Option			
				~	Undecided GLWOOD Option			
				.MTS	Metro Silver			
				~	Undecided GLOCK Option			
111	1	GUN	GL9	MXPMW2430-MFL	Menu Modular Pedestal 24x30 LH MultiFile	PRIVATE OFFICE	\$ 834.29	\$ 834.29
				~	Undecided GLWOOD Option			
				.MTS	Metro Silver			
				~	Undecided GLOCK Option			
112	2	GUN	GL9	MXPMW2430-MFR	Menu Modular Pedestal 24x30 RH MultiFile	PRIVATE OFFICE	\$ 834.29	\$ 1,668.58
				~	Undecided GLWOOD Option			
				.MTS	Metro Silver			
				~	Undecided GLOCK Option			
113	1	GUN	GL9	MXCWR2460	Menu Modular Credenza 24x60 Worksurface	PRIVATE OFFICE	\$ 387.40	\$ 387.40
				~	Undecided GLWOOD Option			
				~	Undecided GROMMET Option			
114	1	GUN	GL9	MXRAT3060L-8	Menu Arc Runoff Utilized 30x60 LH Wood PBF	PRIVATE OFFICE	\$ 1,574.03	\$ 1,574.03
				~	Undecided EDGE Option			
				~	Undecided GLWOOD Option			
				.MTS	Metro Silver			
				~	Undecided MOD PNL Option			
				~	Undecided GROMMET Option			
				~	Undecided GLOCK Option			
115	3	GUN	GL9	MXSMC1H1572-PP	Menu 1H 72" Painted Cab w/Painted Doors	PRIVATE OFFICE	\$ 1,287.27	\$ 3,861.81
				~	Undecided PAINT Option			
				~	Undecided GROMMET Option			
				~	Undecided LOCK Option			
116	3	GUN	GL9	MXSTN1H1530-WN	Menu 1H 30" Wood Cab w/No Doors 2 fxd shelves	PRIVATE OFFICE	\$ 643.12	\$ 1,929.36
				~	Undecided GLWOOD Option			
117	1	GUN	GL9	MXSTN2H1530-WN	Menu 2H 30" Wood Cab w/No Doors 3 fxd shelves	PRIVATE OFFICE	\$ 848.83	\$ 848.83
				~	Undecided GLWOOD Option			
118	3	GUN	GL9	MXTKS72-A	Menu 72" Surface Mount Tackboard w/access bar	PRIVATE OFFICE	\$ 239.48	\$ 718.44
				~	Undecided FABRIC Option			
119	2	GUN	GL9	MXXAE3078L-X	Menu Arc Ext Utilized 30x78 LH Alum End Pnl	PRIVATE OFFICE	\$ 1,410.39	\$ 2,820.78
				~	Undecided EDGE Option			
				~	Undecided GLWOOD Option			
				~	Undecided MOD PNL Option			
				~	Undecided LEG Option			
				~	Undecided GROMMET Option			

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
120	1	GUN	GL9	MXAE3078R X ~ ~ ~ ~ ~	Menu Arc Ext Utilized 30x78 RH Alum End Pnl Undecided EDGE Option Undecided GLWOOD Option Undecided MOD PNL Option Undecided LEG Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 1,410.39	\$ 1,410.39
121	4	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE GR. 3 FABRIC FAUX LEATHER BLACK	PRIVATE OFFICE	\$ 267.53	\$ 1,070.12
122	8	AS2	AS2	7801 * *	INERTIA SIDE CHAIR, ARMLESS, SILVER BASE, COM Knoll In the Loop	PRIVATE OFFICE	\$ 114.29	\$ 914.32
123	8	A47	A47	K490/8	Knoll In The Loop Capri For Inertia side chair- 1 yd/chair	PRIVATE OFFICE	\$ 60.00	\$ 480.00
sub					Subtotal			\$ 27,478.50
124	1	KR1	KR1	6254-144-4B-42 6234 62CONBD ACW3 BCW3 CCE3 3 * * *	VIRTU BOAT SHAPE CONFERENCE TABLE FORZA SQUARE BASE BASIC DATA LOCATION CODE FOR CONNEXUS LOCATION CODE FOR CONNEXUS LOCATION CODE FOR CONNEXUS MONUMENT LOCATION CODE FINISH-UNDECIDED EDGE PROFILE-UNDECIDED SATIN ALUMINUM FINISH	LARGE CONF	\$ 5,099.68	\$ 5,099.68
125	1	HMI	HGN	ET109C Z5 WA BU PA	@Table, Round Contract Base Veneer Top 28.5H 42Dia @maple +wheat +black umber +polished aluminum	SMALL CONF	\$ 395.84	\$ 395.84
126	16	AS2	AS2	7840 ST T2 * *	INERTIA TASK CHAIR, CHROME BASE GR. 3 FABRIC FAUX LEATHER BLACK	CONFERENCE ROOMS	\$ 290.91	\$ 4,654.56
sub					Subtotal			\$ 10,150.08
127	2	G16	G16	1362 * *	SO HAPPY FULLY UPHOLSTERED SWIVEL CHAIR CHROME FRAME GR. 1 FABRIC	RECEPTION	\$ 493.83	\$ 987.66
128	1	G16	G16	1366R * *	SO HAPPY SIDE TABLE, 22.5 DIAMETER CHROME FRAME WHITE TOP	RECEPTION	\$ 327.27	\$ 327.27
129	1	G16	G16	FREIGHT	GORDON INTERNATIONAL FREIGHT CHARGE	RECEPTION	\$ 227.27	\$ 227.27
130	1	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE GR. 3 FABRIC FAUX LEATHER BLACK	RECEPTION	\$ 267.53	\$ 267.53
sub					Subtotal			\$ 1,809.73

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Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
131	1	AS2	AS2	FUEL CHARGE	NOW SEATING FUEL SURCHARGE	COMBINED	\$ 364.94	\$ 364.94
sub					Subtotal			\$ 364.94
132	1	OP1	OP1	ASSEMBLY	DELIVERY AND INSTALLATION		\$ 7,090.91	\$ 7,090.91
133	1	OP2	OP2	DESIGN	DESIGN		\$ 0.00	\$ 0.00
134	1	OP3	OP3	PROJECT MGMT	PROJECT MANAGEMENT (15 HOURS)		\$ 779.22	\$ 779.22
sub					Subtotal			\$ 7,870.13
					Grand Total			\$ 111,998.79

plus tax

14,668.20

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
109	1	GUN	GL9	MXPMW2415-2 ~ ~ .MTS ~	Menu Modular Pedestal 24x15 PP Undecided PAINT2 Option Undecided GLWOOD Option Metro Silver Undecided GLOCK Option	PRIVATE OFFICE	\$ 469.61	\$ 469.61
110	3	GUN	GL9	MXPMW2430-4 ~ ~ .MTS ~	Menu Modular Pedestal 24x30 LAT Undecided PAINT2 Option Undecided GLWOOD Option Metro Silver Undecided GLOCK Option	PRIVATE OFFICE	\$ 574.55	\$ 1,723.65
111	1	GUN	GL9	MXPMW2430-MFL ~ .MTS ~	Menu Modular Pedestal 24x30 LH MultiFile Undecided GLWOOD Option Metro Silver Undecided GLOCK Option	PRIVATE OFFICE	\$ 834.29	\$ 834.29
112	2	GUN	GL9	MXPMW2430-MFR ~ .MTS ~	Menu Modular Pedestal 24x30 RH MultiFile Undecided GLWOOD Option Metro Silver Undecided GLOCK Option	PRIVATE OFFICE	\$ 834.29	\$ 1,668.58
113	1	GUN	GL9	MXCWR2460 ~ ~	Menu Modular Credenza 24x60 Worksurface Undecided GLWOOD Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 357.40	\$ 357.40
114	1	GUN	GL9	MXRAT3060L-8 ~ ~ .MTS ~ ~ ~	Menu Arc Runoff Utilized 30x60 LH Wood PBF Undecided EDGE Option Undecided GLWOOD Option Metro Silver Undecided MOD PNL Option Undecided GROMMET Option Undecided GLOCK Option	PRIVATE OFFICE	\$ 1,574.03	\$ 1,574.03
115	3	GUN	GL9	MXSMC1H1572-PP ~ ~ ~	Menu 1H 72" Painted Cab w/Painted Doors Undecided PAINT Option Undecided GROMMET Option Undecided GLOCK Option	PRIVATE OFFICE	\$ 1,267.27	\$ 3,861.81

Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
120	1	GUN	GL9	MXXA63078R-X ~ ~ ~ ~ ~	Menu Arc Ext Unitized 30x78 RH Alum End Pnl Undecided EDGE Option Undecided GLWOOD Option Undecided MOD PNL Option Undecided LEG Option Undecided GROMMET Option	PRIVATE OFFICE	\$ 1,410.39	\$ 1,410.39
121	4	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE GR. 3 FABRIC FAUX LEATHER BLACK	PRIVATE OFFICE	\$ 267.53	\$ 1,070.12
122	8	AS2	AS2	7901 * *	INERTIA SIDE CHAIR, ARMLESS, SILVER BASE, COM COM Knoll In the Loop	PRIVATE OFFICE	\$ 114.29	\$ 914.32
123	8	A47	A47	K480/8	Knoll In The Loop Capri For Inertia side chair- 1 yd/chair	PRIVATE OFFICE	\$ 60.00	\$ 480.00
sub					Subtotal			\$ 27,478.50
124	1	KR1	KR1	6254-144-4B-42 6234 62CONBD ACW3 BCW3 CCE3 3 * * *	VIRTU BOAT SHAPE CONFERENCE TABLE FORZA SQUARE BASE BASIC DATA LOCATION CODE FOR CONNEXUS LOCATION CODE FOR CONNEXUS LOCATION CODE FOR CONNEXUS MONUMENT LOCATION CODE FINISH-UNDECIDED EDGE PROFILE-UNDECIDED SATIN ALUMINUM FINISH	LARGE CONF	\$ 5,099.68	\$ 5,099.68
125	1	HMI	HGN	ET109C Z5 WA BU PA	@Table, Round Contract Base Veneer Top 28.5H 42Dia @maple +wheat +black umber +polished aluminum	SMALL CONF	\$ 395.84	\$ 395.84
126	16	AS2	AS2	7840 ST T2 * *	INERTIA TASK CHAIR, CHROME BASE GR. 3 FABRIC FAUX LEATHER BLACK	CONFERENCE ROOMS	\$ 290.91	\$ 4,654.56
sub					Subtotal			\$ 10,150.08
127	2	GI6	GI6	1362 * *	SO HAPPY FULLY UPHOLSTERED SWIVEL CHAIR CHROME FRAME GR. 1 FABRIC	RECEPTION	\$ 493.83	\$ 987.66
128	1	GI6	GI6	1366R * *	SO HAPPY SIDE TABLE, 22.5 DIAMETER CHROME FRAME WHITE TOP	RECEPTION	\$ 327.27	\$ 327.27
129	1	GI6	GI6	FREIGHT	GORDON INTERNATIONAL FREIGHT CHARGE	RECEPTION	\$ 227.27	\$ 227.27
130	1	AS2	AS2	7840 ST T2	INERTIA TASK CHAIR, BLACK BASE GR. 3 FABRIC FAUX LEATHER BLACK	RECEPTION	\$ 267.53	\$ 267.53
sub					Subtotal			\$ 1,809.73

OPSD
Office Pavilion San Diego

KPRI
COMBINED FURNITURE
REVISED 2

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Item	Qty	Mfg	Cat	Part Number	Part Description	Alias 1	Sell	Ext Sell
131	1	AS2	AS2	FUEL CHARGE	NOW SEATING FUEL SURCHARGE	COMBINED	\$ 364.94	\$ 364.94
sub					Subtotal			\$ 364.94
132	1	OP1	OP1	ASSEMBLY	DELIVERY AND INSTALLATION		\$ 7,090.91	\$ 7,090.91
133	1	OP2	OP2	DESIGN	DESIGN		\$ 0.00	\$ 0.00
134	1	OP3	OP3	PROJECT MGMT	PROJECT MANAGEMENT (15 HOURS)		\$ 779.22	\$ 779.22
sub					Subtotal			\$ 7,870.13
					Grand Total			\$ 111,998.79

plus tax

146,668.20

Additions to Office Equipment – August 9, 2015

Wall mounted TV – Conference room

Wall mounted TV – Program Director Office

Wall mounted TV – General Manager's Office

Wall Mounted TV – Sales Manager office

Station Telephone System – software & hardware

Office Computer Network & hard drives

Station e-Mail system & licenses

Software Licenses – Microsoft Office, various graphics programs, database management etc

Intellectual Property

102.1 KPRI "Guitar pick" logo

KPRI Program feature brand names, associated logos & common law trademarks:

- Sunday Morning Unplugged
- The KPRI Homegrown Hour
-

Various photographs, posters, custom art work, station memorabilia

KPRI Live Tracks CDs Master & derivative recordings, custom artwork, licensing documents

KPRI Studio i performance libraries containing audio & video recordings of unique studio recordings & interviews of visiting artists

Station owned and licensed photographs, artworks, audio & video recordings, visual representations of KPRI events

SCHEDULE 2

FCC Licenses

Current FCC Licenses, Authorizations
and Pending Authorizations

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
License Renewal	KPRI	BRH- 20130730ANO	12/11/2013	12/01/2021
Broadcast License	KPRI	BLH- 20080214ACR	03/14/2008	12/01/2013

The Station is pre-November 1964 short-spaced to KGB-FM and is a US and Mexico approved short-space to XHUAN-FM.

SCHEDULE 3

Real Property Leases

Mt. Soledad Telecommunications Site License Agreement between The Regents of the University of California and Compass Radio of San Diego, Inc., dated October 29, 2007, as amended by the First Amendment thereto dated as of _____, 2012.

Cooperation Agreement dated September 1, 2004 between Compass Radio, Univision Radio and Instituto Mexicano de la Radio.