

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of this 14 day of November, 2003, by and between EDUCATIONAL MEDIA FOUNDATION ("Seller") and CSN INTERNATIONAL ("Buyer");

WITNESSETH:

WHEREAS, Seller is the Permittee of unbuilt Radio Station KWYC-FM (BPED-19970620MD; granted August 26, 2002) at Orchard Valley, Wyoming; and

WHEREAS, Purchaser desires to acquire the KWYC-FM Construction Permit issued by the Federal Communications Commission ("FCC"), and Seller desires to sell, assign, transfer and convey the same to Purchaser pursuant to the terms and conditions set forth below and in a Settlement Agreement between the parties executed in July 2001:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) **Closing Date** or **Closing** means a date to be designated by Buyer which shall not be earlier than the tenth (10th) nor later than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of the KWYC-FM Construction Permit; provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the fifth (5th) business day after the Commission's consent and approval has become a Final Order, as defined below.

(b) **Final Order** means an Order of the FCC granting its consent and approval to the assignment of the KWYC-FM Construction Permit from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. **SALE AND TRANSFER OF CONSTRUCTION PERMIT:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer the KWYC-FM Construction Permit, including but not limited to the following: all FCC Permits, Licenses and/or Authorizations associated with KWYC-FM and the call letters KWYC-FM, subject to the necessary approvals for assignment, as hereinafter set forth.

3. **PURCHASE PRICE, METHOD OF PAYMENT AND TERMS:** The total consideration to be paid by Buyer to Seller pursuant to this Agreement shall be One Dollar (\$1.00). Said consideration shall be paid in full by cash or certified check at Closing.

4. **TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the following:

- (a) The KWYC-FM Construction Permit, a copy of which is attached hereto as **Exhibit No. 1**.
- (b) A complete set of all documents currently maintained in the KWYC-FM Public File.

5. **CONSENT OF THE FCC:** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within fifteen (15) days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their reasonable commercial efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement.

6. **LEGAL NOTICE:** Upon the filing of the transfer application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the FCC Rules.

7. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the KWYC-FM Construction Permit, no right to the reassignment of the KWYC-FM Construction Permit in the future, and has not reserved the right to use the facilities of KWYC-FM in the future for any reason whatsoever.

8. **COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:** Seller has full power and authority to enter into this Agreement, is the holder of the KWYC Construction Permit, and hereby represents that it has no knowledge of any action pending before the FCC to revoke, cancel, modify or rescind the KWYC-FM Construction Permit. Buyer has full power and authority to enter into this Agreement, and has no knowledge of any reason that it is not qualified to hold the permit.

9. **EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

10. **FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the KWYC-FM Construction Permit to Buyer, and Buyer is qualified to receive it.

(b) Neither Buyer nor Seller knows of any facts which would cause the FCC to deny its consent to the assignment of the KWYC-FM Construction Permit to Buyer, and should any such facts come to either party's attention, that party shall promptly notify the other thereof and use his reasonable commercial efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

11. **PUBLIC INSPECTION FILE:** At Closing, Seller will transfer to Buyer all authorizations, reports, applications, correspondence, contracts and other documents required to be included in the post-Closing KWYC-FM Public Inspection File. In the event certain required documents are missing and are unobtainable by Seller, such missing documents will be identified, in writing, to Buyer at time of Closing.

12. **SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the FCC Construction Permit for KWYC-FM, together with any and all other related authorizations.

(b) An Assignment to Buyer of all rights, title and interest in and to the Call Letters KWYC-FM.

(c) An Assignment of the Public Inspection File of KWYC-FM, together with a list of any required documents that are missing and unobtainable at time of Closing.

(d) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the KWYC-FM Construction Permit from Seller to Buyer.

13. **BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall deliver to Seller a cashier's or certified check in the amount of One Dollar (\$1.00).

14. **BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

15. **OTHER DOCUMENTS:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

16. **INDEMNIFICATION:**

(a) Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against the following:

(i) Any and all claims, liabilities and obligations of every kind and description against Seller, contingent or otherwise, related to KWYC-FM which arise from actions of the Seller prior to the Closing Date.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

(b) If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such action.

(c) It is understood and agreed that the Seller does not assume and shall not be obligated to pay any liabilities of Buyer under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations which arise subsequent to the Closing Date or as herein provided. Buyer hereby agrees to indemnify and hold Seller, its successors and assigns, harmless from and against the following:

(i) Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the operation of Seller's radio stations subsequent to the close of business on the Closing Date, including, but not limited to, any and all

claims, liabilities and obligations arising or required to be performed subsequent to the close of business on the Closing Date under any contract or instrument assumed by Buyer hereunder.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Buyer under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions in this subsection.

(d) If any claim or liability shall be asserted against the Seller which would give rise to a claim by the Seller against the Buyer for indemnification under the provisions of this Paragraph, the Seller shall promptly notify the Buyer in writing of the same and the Buyer shall, at its own expense, defend any such action.

17. ATTACHMENTS: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

18. NO INCONSISTENT ACTIONS. Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

19. ENTIRE AGREEMENT: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

20. NOTICES: All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller:	Mr. Richard Jenkins, President
	Educational Media Foundation
	5700 West Oaks Blvd.
	Rocklin, CA 95765

With a copy to: David D. Oxenford, Jr.
Shaw Pittman, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

If to Buyer: Jeffrey W. Smith, Vice-President
CSN International
3232 West MacArthur Blvd.; Suite A
Santa Ana, CA 92704

With a copy to: Cary S. Tepper, Esquire
Booth, Freret, Imlay & Tepper, P.C.
7900 Wisconsin Avenue; Suite 304
Bethesda, MD 20814-3628

21. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

22. **COUNTERPARTS:** This Agreement may be executed in counterparts.

23. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

BUYER:

SELLER:

CSN INTERNATIONAL

EDUCATIONAL MEDIA FOUNDATION

By: 

By: _____

Jeffrey W. Smith
Vice President

Richard Jenkins
President

Date: 11-14-03

Date: _____

With a copy to: David D. Oxenford, Jr.
Shaw Pittman, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

If to Buyer: Jeffrey W. Smith, Vice-President
CSN International
3232 West MacArthur Blvd.; Suite A
Santa Ana, CA 92704

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BUYER:

SELLER:

CSN INTERNATIONAL

EDUCATIONAL MEDIA FOUNDATION

By: _____
Jeffrey W. Smith
Vice-President

By: 
Richard Jenkins
President

Date: _____

Date: 11-14-03

Exhibit No. 1

(Copy of KWYC-FM Construction Permit)

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

EDUCATIONAL MEDIA FOUNDATION
5700 WEST OAKS BLVD
ROCKLIN CA 95765

Rodolfo F. Bonacci
Supervisory Engineer
Audio Division
Media Bureau

Facility ID: 87267

Call Sign: KWYC

Permit File Number: BPED-19970620MD

Grant Date: August 26, 2002

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: EDUCATIONAL MEDIA FOUNDATION

Station Location: WY-ORCHARD VALLEY

Frequency (MHz): 90.3

Channel: 212

Class: C2

Hours of Operation: Unlimited

Callsign: KWYC

Permit No.: BPED-19970620MD

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 41 deg 13 min 01 sec

West Longitude: 104 deg 26 min 53 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	38	38
Height of radiation center above ground (Meters):	121	121
Height of radiation center above mean sea level (Meters):	1840	1840
Height of radiation center above average terrain (Meters):	122	122
Antenna structure registration number: 1008593		

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Waiver of 47 C.F.R. Section 73.1125 is granted to allow operation of the facility authorized by this construction permit as a satellite operation of the following station:

KLVR, Santa Rosa, CA (BLED-19920806KA)

*** END OF AUTHORIZATION ***