

## **TRANSFER AGREEMENT**

This Transfer Agreement is made this \_\_\_\_ day of December 2012, by and between Fremont County School District #21 ("Transferor") and the University of Wyoming ("Transferee").

### **W I T N E S S E T H:**

WHEREAS, Transferor is the Federal Communications Commission ("FCC") licensee of noncommercial radio Station KFTW(FM), 90.9 MHz, Channel 215, FCC Facility Identification Number ("FIN") 174336, Fort Washakie, Wyoming (the "Station"); and

WHEREAS, Transferor desires to transfer the Station license and related Station assets to Transferee, and Transferee desires to receive the Station license and related Station assets from Transferor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Transferee and Transferor, intending to be legally bound, hereby agree as follows:

1. **Items Transferred.** Subject to the approval of the FCC and to the terms and conditions of this Agreement, Transferor agrees to transfer and Transferee agrees to receive the following assets (collectively referred to in this Agreement as the "Assets"), in good and marketable title, and all of which are free and clear of all liens, mortgages, and encumbrances of any nature whatsoever:

a. **FCC Authorizations.** The FCC authorizations issued by the FCC to Transferor in connection with the business or operations of the Station, as listed in Schedule 1(a) hereto;

b. **Tangible Assets.** The fixed assets and personal property used or useful in the operation of the Station listed in Schedule 1(b) hereto;

c. **Leased Property.** The lease for Station's licensed transmitter site, as set forth in Schedule 1(c) hereto.

d. **Assumed Contracts.** All contracts, leases and other agreements, written or oral, listed in Schedule 1(d) hereto to which Transferor is a party or which are binding upon Transferor and which relate to or affect the Assets or the business or operations of the Station on or after the Closing Date, and which Transferee agrees to assume in writing such contracts as of the Closing Date, and such other contracts entered into by Transferor between the date of this Agreement and the Closing Date that Transferee agrees in writing to assume (collectively, the "Assumed Contracts"); and

e. **Records.** All records required by the FCC to be kept by the Station, including, without limitation, the Station's public inspection file, and copies of all other business records which directly relate to or directly affect the Assets and which belong to Transferor and are within its possession and control.

f. Excluded Assets. Without limiting the foregoing, the Assets shall not include the following excluded assets (“Excluded Assets”):

i. All cash, cash equivalents, accounts receivables, or other similar type investments of Transferor as of the Closing;

ii. Any assets associated with the Station’s current studio facilities, except those specifically included in Schedule 1(b) above; and

iii. All Transferor’s assets and other property not specifically included in Sections 1(a) to 1(e) above and the Schedules to this Agreement.

2. Consideration. The parties agree that there shall be no monetary consideration for this Agreement. The parties also acknowledge that their respective undertakings and commitments in this Agreement, designed to ensure the provision of public radio programming on the Station, constitute sufficient consideration for this Agreement.

3. Liabilities Assumed and Excluded.

a. Assumed Liabilities. Transferee shall assume, pay, and perform in due course the liabilities of Transferor arising after the close of business on the Closing Date under the Assumed Contracts (the “Assumed Liabilities”).

b. Excluded Liabilities. Except for the Assumed Liabilities, Transferee does not assume nor shall Transferee be obligated for any other liabilities or responsibilities whatsoever of Transferor or arising from or related to Transferor’s operation of the Station through the Closing Date (the “Excluded Liabilities”).

4. Operation of Station.

a. From the date of this Agreement to the Closing Date, Transferor will continue to operate the Station in the ordinary course of business, except that Transferor and Transferee acknowledge that the Station is presently off the air (silent) as of July 1, 2012 pursuant to FCC authorization.

b. Transferor covenants that from the date of this Agreement to the Closing Date it will (i) maintain, preserve and keep the Assets and technical facilities of the Station in good repair, working order, and condition; (ii) pay all liabilities and obligations pertaining to the Station, the Assets, and technical facilities of the Station that become due and payable in the ordinary course of business, including all valid and due taxes, assessments, and government charges upon or against the Assets and technical facilities or the operations of the Station; and (iii) comply with all valid and applicable statutes, rules, and regulations, the violation of which would materially and adversely affect the Assets and technical facilities or operations of the Station.

c. Transferor will not, without the prior written consent of Transferee: (i) make any sale, assignment, transfer, or other conveyance of any of the Assets; (ii) subject any of the Assets or any part thereof to any mortgage, pledge, security interest, or lien; or (iii) enter into

any agreement, license, lease, or other arrangements with respect to the Station or the Assets, or amend any existing agreements, licenses, or leases with respect thereto, except in the ordinary course of business.

5. FCC Approval.

a. FCC Approval Required. Consummation of the Transfer (the “Closing”) is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Transferee or Transferor, to the assignment from Transferor to Transferee of all FCC authorizations of Transferor used in the operation of the Station (the “FCC Approval”) and said consent having become a “Final Order.” For purposes of this Agreement, “Final Order” means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired. Transferor and Transferee may mutually agree to waive the requirement that said consent shall have become a Final Order.

b. Filing of FCC Application. The parties agree to proceed as expeditiously as practical to prepare an assignment application for FCC Approval (i.e., FCC Form 314) and to file said application with the FCC not later than ten (10) business days after the date of this Agreement. The parties agree that the application will be prosecuted in good faith and with due diligence.

c. NTIA Approval. Transferor and Transferee agree to proceed as expeditiously as practical to file or cause to be filed with the National Telecommunications and Information Administration (“NTIA”) all necessary requests or other documentation for consent to the transfer of grants and/or requests for approval of the transaction with respect to any Assets purchased by Seller with the assistance of a grant from the Public Telecommunications Facilities Program (“PTFP”).

d. Closing Date and Place. The Closing shall take place on a mutually acceptable date (the “Closing Date”) proposed by Transferee and agreed to by Transferor no later than thirty (30) days after the FCC Approval becomes a Final Order, provided the conditions specified in this Agreement shall have been met (other than those conditions that by their terms are to be satisfied at the Closing, it being understood that the Closing shall be subject to the satisfaction or waiver of those conditions at such time). The Closing will take place by the exchange of documents by email or at such other location and method as Transferee and Transferor may select by mutual agreement.

6. Transferor’s Representations and Warranties. Transferor represents, warrants, and covenants to Transferee on the date hereof and on the Closing Date as follows:

a. Organization and Standing. Transferor is a legally formed and constituted local school district in good standing under the laws of the State of Wyoming, possesses all corporate power necessary to own and operate the Station and to carry out the provisions of this Agreement and has the authority to convey the Assets.

b. Authorization and Binding Obligation. Transferor has obtained all necessary organizational approval required for authorization of this Agreement and any other approvals required by statute, regulation or as otherwise required by law. The execution, delivery, and performance of this Agreement by Transferor have been duly authorized by all necessary actions on the part of Transferor. This Agreement has been duly executed and delivered by Transferor and constitutes the legal, valid, and binding obligation of Transferor, enforceable against Transferor in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. Current and Valid FCC Authorizations. Transferor on the Closing Date will hold current and valid authorizations from the FCC which are necessary for Transferor to own and operate the Station. No action or proceeding is pending or, to the knowledge of the Transferor, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. Operation of the Station. Except for any non-compliance which would not materially and adversely affect the Assets and technical facilities or operations of the Station (and except for the Station's off-air status pursuant to FCC authorization) (i) Transferor is operating the Station in all material respects in compliance with FCC Rules and Regulations, and otherwise in compliance with all applicable local, state, and Federal laws; (ii) Transferor has filed all tax returns, FCC reports and other documents required to be filed by any governmental authority with respect to the Assets or the Station; and (iii) Transferor has maintained its local public inspection file in material compliance with FCC requirements, and Transferor has not stored, disposed of nor used, nor has any knowledge that any other party has disposed of or used, any hazardous substance in a manner that is likely to result in liability for Transferee under any applicable law or regulation.

e. Absence of Conflicting Agreements. Transferor represents that there are no outstanding agreements or understandings for the sale of the Station. Subject to obtaining FCC Approval, the execution, delivery, and performance by Transferor of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of the Transferor; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Transferor; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Transferor is a party or by which Transferor may be bound.

f. Good Title to Properties. Transferor has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations (except NTIA liens), of all Assets being assigned to Transferee. All of the Assets are in operating condition and repair, and have been maintained in accordance with reasonable engineering practice, industry standards, and any standards or guidelines imposed by the FCC. On the Closing Date, each item

comprising the Assets shall be in good operating condition as on the date of execution of this Agreement, ordinary wear and tear excepted.

g. Claims and Litigation. There is no judgment outstanding or any claim or litigation or proceeding pending or, to the Transferor's knowledge, threatened which affects the title or interest of Transferor to or in any of the Assets being assigned to Transferee or the Station's technical facilities, or which would prevent or adversely affect the ownership, use, or operation of the Station by Transferee.

h. Assumed Contracts. All Assumed Contracts are valid, binding, and enforceable by Transferor in accordance with their terms. Neither Transferor nor, to Transferor's knowledge, any other party to such Assumed Contracts, is in material breach or default on any of the Assumed Contracts. There is no claim of breach or default by Transferor, Transferor has received no notice of breach or default from any other party thereto, and Transferor has no knowledge of any act or omission which has occurred or which has been threatened which could result in any party to such Assumed Contracts being in breach or default thereof.

i. Disclosure. No representation or warranty made by Transferor in this Agreement, or any statement or certificate furnished by, or to be furnished by, Transferor to Transferee pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Transferee's Representations and Warranties. Transferee represents, warrants, and covenants on the date hereof and on the Closing Date as follows:

a. Organization and Standing. Transferee is a legally formed and constituted state institution of higher education in good standing under the laws of the State of Wyoming, possesses all corporate power necessary to own and operate Station and to carry out the provisions of this Agreement and has the authority to acquire the Assets and operate the Station.

b. Binding Obligation. This Agreement has been duly executed and delivered by Transferee and constitutes the legal, valid, and binding obligation of Transferee, enforceable against Transferee in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. Absence of Conflicting Agreements. Subject to obtaining FCC Approval, the execution, delivery, and performance by Transferee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the Transferee's governing documents; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Transferee; (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms

of, any agreement, instrument, license, or permit to which Transferee is a party or by which Transferee may be bound.

d. Transferee's Qualifications. Transferee is legally, financially and otherwise qualified to be the licensee of and acquire, own, and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. Transferee knows of no fact that would, under existing law and the existing rules, regulations, policies and procedures of the FCC disqualify Transferee as assignee of the FCC Licenses or as the owner and operator of the Station.

e. Disclosure. No representation or warranty made by Transferee in this Agreement, or any statement or certificate furnished to or to be furnished by the Transferee to Transferor pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statement contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Transferor until the Closing Date, and after Closing upon the Transferee.

9. Access to Information. Transferor shall accord access to the Station's Assets, including the transmitter site, upon reasonable advance notice during normal business hours prior to Closing and at times that will not interfere with the operation of the Station as determined by Transferor, to Transferee or its designated representatives to review Transferor's Assets and technical facilities which pertain to the Station. After execution of this Agreement and until Closing, Transferor shall affirmatively and promptly disclose to Transferee any material matters affecting the Station of which Transferor may become aware, including claims made and contract obligations to be entered into by Transferor, which Transferee may agree to assume as set forth in Section 1(d).

10. Expenses. Transferee and Transferor shall bear their respective costs and expenses for brokers, attorneys, accountants, and advisors retained by or representing them in connection with the negotiation and execution of this Agreement and its Closing. Transferor shall pay all taxes required to be paid by Transferor as a result of the transaction. Transferee and Transferor shall split the FCC application filing fee due, if any, related to the transaction. Transferor acknowledges that Transferee, at Transferee's sole cost and expense, may make a lien, tax, and judgment search on the Assets if Transferee desires to conduct such a search, such searches having been made no earlier than fifteen (15) days prior to the Closing Date.

11. Responsibility of Transferor. Transferor shall take responsibility for any and all liabilities, obligations, claims, and demands (including reasonable attorney's fees) (hereinafter collectively "Claims") arising out of or related to (i) Transferor's operation of the Station or ownership of the Assets prior to Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations); (ii) any breach by Transferor of this Agreement; (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Transferor herein; and (iv) any Excluded Assets set forth in Section 1(f) or Excluded Liabilities.

12. Responsibility of Transferee. Transferee shall take responsibility for any and all liabilities, obligations, claims, and demands (including reasonable attorney's fees) (hereinafter collectively "Claims") arising out of or related to (i) Transferee's operation of the Station or ownership of the Assets after Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations); (ii) any breach by Transferee of this Agreement; and (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Transferee herein.

13. Conditions Precedent to Transferee's Obligation to Close. Transferee shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC Approval shall have been granted, Transferor shall have complied with any conditions imposed on it by the FCC Approval in accordance with this Agreement, and the FCC Approval shall have become a Final Order, subject to Section 5(a) hereof, unless such Final Order requirement is waived by Transferee.

b. Transferor shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it in all material respects, prior to or as of the Closing Date.

c. Transferor shall hold a valid, current, and unexpired FCC license for the Station.

d. The representations and warranties of Transferor 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.

e. The Assets shall be free and clear of all liens and encumbrances as of Closing, except for NTIA liens.

f. No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Transferee from consummating the transactions contemplated by this Agreement.

14. Special Condition Precedents to Transferee's Obligation to Close.

a. Transferee shall not be obligated to close under this Agreement unless and until (i) Transferee has entered into a lease for the Station's licensed transmitter site on terms acceptable to Transferee in its sole and absolute discretion; or (2) such other transmitter site arrangements, acceptable to Transferee in Transferee's sole discretion, are in place sufficient for Transferee to commence operations of the Station upon Closing.

b. Transferor and Transferee acknowledge that the Station is off the air and unless the Station is returned to on air operations by July 1, 2013, the Station license will be deemed forfeited.

15. Conditions Precedent to Transferor's Obligation to Close. Transferor shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC Approval shall have been granted, Transferee shall have complied with any conditions imposed on it by the FCC Approval in accordance with this Agreement, and the FCC Approval shall have become a Final Order, subject to Section 5(a) hereof, unless such Final Order requirement is waived by Transferor.

b. Transferee shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it in all material respects, prior to or at the Closing Date.

c. The representations and warranties of Transferee as 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.

d. Transferee shall have obtained all necessary organizational approval required for authorization of this Agreement and any other approvals required by statute, regulation, or as otherwise required by law. The execution, delivery, and performance of this Agreement by Transferee shall have been duly authorized by all necessary actions on the part of Transferee.

e. No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Transferor from consummating the transactions contemplated by this Agreement.

16. Transferee's Performance at Closing. At the Closing, Transferee will deliver to Transferor such instruments as Transferor may reasonably require in order to consummate the transactions provided for in this Agreement.

17. Transferor's Performance at Closing. At the Closing, Transferor shall:

a. Deliver to Transferee the FCC authorizations for the Station listed on Schedule 1(a), together with such assignments of the same as Transferee may reasonable require.

b. Deliver to Transferee such assignments and further instruments of conveyance as Transferee may reasonably require to effectuate the assignment from Transferor to Transferee of the Station and Assets being conveyed and assigned herein.

18. Survival of Warranties. All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect (and shall not be deemed merged into any document or instrument executed or delivered at the Closing) for a period of twelve (12) months after the Closing.

19. No Assignment. This Agreement may not be assigned by either party without the other party's prior written consent.

20. Termination.



a. Termination by Transferor. This Agreement may be terminated by Transferor and the purchase and sale of the Assets abandoned, if Transferor is not then in material default, upon written notice to Transferee, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Transferor set forth in this Agreement have not been satisfied or waived in writing by Transferor.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Transferor, that would prevent or make unlawful the Closing.

b. Termination by Transferee. This Agreement may be terminated by Transferee and the purchase and sale of the Station abandoned, if Transferee is not then in material default, upon written notice to Transferor, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Transferee set forth in this Agreement have not been satisfied or waived in writing by Transferee.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Transferee, that would prevent or make unlawful the Closing.

c. Termination by Either Party. This Agreement may be terminated by either Party, if the terminating Party is not then in material default, upon written notice, if the Closing shall not have occurred by June 1, 2013 (the "Upset Date").

21. Notices. Any notice, request, demand, or consent required or permitted to be given under this Agreement shall be in writing and shall be effective when transmitted and confirmation of receipt is obtained for facsimile transmissions; when delivered personally; one (1) business day after sent by recognized overnight courier; and five (5) calendar days after sent by mail, first class, postage prepaid; in each case to the following address, as applicable:

If to Transferor:

Richard McClements, Superintendent  
Fremont County School District #21  
90 Ethete Road  
Fort Washakie, Wyoming  
Telephone: 307-332-5983  
Email: **[Insert]**

with a copy to:

Donald Martin, Esquire  
Donald E. Martin, P.C.  
PO Box 8433

Falls Church, VA 22041  
Telephone: (703) 642-2344  
Email: dempc@prodigy.et

If to Transferee:

Christina Kuzmych  
General Manager, Wyoming Public Media  
University of Wyoming  
Knight Hall, 1000 E. University Ave., Dept. 3984  
Laramie, Wyoming 82071-2000  
Telephone: 307 766 4240  
Email: ckuzmych@uwyo.edu

with a copy to:

Margaret L. Miller, Esq.  
Dow Lohnes PLLC  
1200 New Hampshire Avenue, Suite 800  
Washington, DC 20036  
Telephone: 202-776-2914  
Email: mmiller@dowlohn.com

or at such other address as either party shall specify by notice to the other.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. No Inconsistent Actions. Neither the Transferor nor the Transferee shall take any action which is materially inconsistent with its obligations under this Agreement.

24. Section 73.1150 Statement: Both the Transferor and Transferee agree that the Transferor has retained no rights of reversion of the Station's license and no right to the reassignment of the Station's license in the future, and Transferor has not reserved the right to use the facilities of the Station in the future for any reason whatsoever.

25. Broker: The Transferor and Transferee agree that no broker was involved in this transaction.

26. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

27. Sovereign Immunity. Neither party waive their sovereign immunity or their governmental immunity, if any, by entering into this Agreement and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

28. Governmental Claims. Any actions or claims against the parties under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

29. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the sale and purchase of the Assets to be sold and purchased hereunder and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

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

FREMONT COUNTY SCHOOL DISTRICT #21

By: Richard McClement

Title: Superintendent 12/4/12

UNIVERSITY OF WYOMING (dba Wyoming Public Radio/KUWR)

By: Marco C. COO

Title: 11/30/12

**Schedule 1(a): FCC Authorizations**

**KFTW(FM), Fort Washakie, Wyoming (Facility ID 174336)**

<b>Description</b>	<b>FCC File No.</b>	<b>Expiration Date</b>
Main Station License for KFTW	BLED-20101116BIQ	10/01/2013

[

**Schedule 1(b): List of Tangible Assets**

[Insert list of Equipment to be transferred. Note: This list must include all items on PTFP equipment list, if PTFP-funded equipment and lien are being transferred, plus any other equipment that the parties have agreed to include.]

Description	NTIA/PTFP?	S/N	FTW #	Tag removed?	Equipment Removed?	Original Location
Bookshelf-5 shelves	Y	N/A	5698	Y	Additional Trip	Front Office
Series 1344 Antenna System (Satellite Dish) with LNB		N/A	Radio-	N/A	Additional Trip	Studios
CD Racks		N/A	N/A	N/A	Additional Trip	Studios
Andrew 3 foot parabolic microwave dish	Y	09DESA1005203	5543	N	At closing	Studio (Pole mounted outdoors)
Exalt Wireless Radio	Y	EC44090429	5689	N	At closing	Studio
Transector Cat 5 surge protector (for microwave radio)	Y	N/A	N/A	N/A	At closing	Studio
Miscellaneous documentation (equipment and station operations)		N/A	N/A	N/A	At closing	Studios
EV RE-20 Microphones	Y	N/A	Radio-	N/A	N/A	Studios (See other entries)
ERI 6 Bay antenna	Y	N/A	Radio-	N/A	N/A	Transmitter (See other entry)
ERI Tower, Feed Line	Y	N/A	Radio-	N/A	N/A	Transmitter (See other entries)
Tower Installation	Y	N/A	Radio-	N/A	N/A	Transmitter
NPR/PRSS Interconnect fee		N/A	Radio-	N/A	N/A	For NPR Satellite Equipment
Tieline Bridge-IT Codec	Y	30205	5521	Y	N/A--Transmitter Site	Transmitter
Andrew 3 foot parabolic microwave dish	Y	09DESA1005204	5542	N	N/A--Transmitter Site	Transmitter
Equipment Rack	Y	N/A	5572	Y	N/A--Transmitter Site	Transmitter
Generac 14 KW Generator	Y	4939028	5610	N	N/A--Transmitter Site	Transmitter
FM Exciter--Harris MicroMax	Y	711559	5687	Y	N/A--Transmitter Site	Transmitter
FM Transmitter-Harris ZX3750	Y	TE10001553-002	5688	Y	N/A--Transmitter Site	Transmitter
Exalt Wireless Radio	Y	EX44090429	5690	N	N/A--Transmitter Site	Transmitter
Transector Cat 5 surge protector (for microwave radio)	Y	N/A	N/A	N/A	N/A--Transmitter Site	Transmitter
Web Remote for Harris ZX3750	Y	N/A	5709	Y	N/A--Transmitter Site	Transmitter
BARD Package Air Handler	Y	N/A	5996	Y	N/A--Transmitter Site	Transmitter
Tower (Upper Section)	Y	N/A	5997	Y	N/A--Transmitter Site	Transmitter
Tower (Support Section)	Y	N/A	5998	Y	N/A--Transmitter Site	Transmitter
6 Bay ERI LPX6-E FM Broadcast Antenna	Y	N/A	5999	Y	N/A--Transmitter Site	Transmitter
Transmitter Building	Y	N/A	6000	Y	N/A--Transmitter Site	Transmitter
DPS Net Guardian Remote Control		25651	6028	Y	N/A--Transmitter Site	Transmitter
APC Back-UPS RS 1500		8B0842R47236	N/A	N/A	N/A--Transmitter Site	Transmitter
APC Back-UPS XS 1300		3B1012X58419	N/A	N/A	N/A--Transmitter Site	Transmitter
Marti CR-10 RPU Receiver		970703656	N/A	N/A	N/A--Transmitter Site	Transmitter
Minirator Signal Generator	Y	G29-YCYMG-F1	5541	Not Located	Not Located	Not Located
Dell Optiplex 980 w/keyboard mouse and monitor	Y	489LLM1	5695	Not Located	Not Located	Not Located
Behringer HPX2000 Headphones	Y	Not Located	N/A	Not Located	Not Located	Not Located
JK Audio THAT-2 Telephone Tap	Y	Not Located	N/A	Not Located	Not Located	Not Located
Multimeter (DMM1230)	Y	909330	N/A	Not Located	Not Located	Not Located
Multimeter (DMM1230)	Y	909493	N/A	Not Located	Not Located	Not Located
Olympus LS-10 Flash Recorder	Y	100124527	N/A	Not Located	Not Located	Not Located
Table-Long L-Left Pedestal	Y	N/A	5713	Y	Y	Air Studio
Rack Pod--Tabletop	Y	N/A	5714	Y	Y	Air Studio
Wedge acoustic foam		N/A	N/A	N/A	Y	Storage
4 foot equipment rack - Wooden - Smoked plexiglass front door		N/A	N/A	N/A	Y	Air Studio
Other miscellaneous furniture (chairs, shelves, etc)		N/A	N/A	N/A	Y	Studios
Oscilloscope, 60 Mhz	Y	21042734	5514	Y	Y	Storage Cabinet
Bird Spectrum Analyzer	Y	94100409	5517	Y	Y	Storage Cabinet
Tieline Bridge-IT Codec	Y	30206	5522	Y	Y	Uplink Rack
Day Sequerra Modulation Monitor	Y	20709	5569	Y	Y	Air Studio
TFT EAS940A Audio Insert		10103630	5691	Y	Y	Air Studio
TFT EAS911 EAS Unit		10105758R4	5692	Y	Y	Air Studio
Dell Optiplex 980 w/keyboard mouse and monitor (KFTW-2)	Y	48C66M1	5693	Y	Y	Production Studio

Dell Optiplex 980 w/keyboard mouse and monitor (KFTW-5)	Y	489MLM7	5694	Y	Y	Air Studio
Dell Optiplex 980 w/keyboard mouse and monitor (KFTW-1)	Y	48CKLM7	5696	Y	Y	Front Office (Main Desk)
Dell Optiplex 980 w/keyboard mouse and monitors (KFTW-3)	Y	48RKL M1	5697	Y	Y	Front Office (Production Desk)
Arrakis 15 channel console (MARC-15)	Y	ARR1004145	5710	Y	Y	Air Studio
Arrakis 8 channel console (ARC-8)	Y	ARR1004146	5711	Y	Y	Production Studio
Arrakis 8 channel console (ARC-8)	Y	ARR1004147	5712	Y	Y	Front Office (Production Desk)
Broadcast Tools ACS 8.2 Plus		125408 9/8/2010	5786	Y	Y	Air Studio
JK Audio RemoteMix C+		RMC03660	5831	Y	Y	Equipment Case
International Datacasting SR2000 Satellite Receiver		8100414	5855	Y	Y	Uplink Rack
Alerting Solutions Inc CapCon EAS to CAP converter		84868	5994	Y	Y	Uplink Rack
Quintech 4 port Active L-Band Splitter		19480-0011	5995	Y	Y	Uplink Rack
Microphone Riser	Y	N/A	7170	Y	Y	Air Studio
Microphone Riser	Y	N/A	7171	Y	Y	Air Studio
EV RE-20 Microphone with clip	Y	N/A	7172	Y	Y	Air Studio
EV RE-20 Microphone with clip	Y	N/A	7173	Y	Y	Air Studio
EV RE-20 Microphone with windscreen and clip	Y	N/A	7174	Y	Y	Front Office (Production Desk)
EV RE-20 Microphone with windscreen and clip	Y	N/A	7175	Y	Y	Front Office (Production Desk)
Shure SM58 Microphone w/clip	Y	N/A	7176	Y	Y	Storage Cabinet
Shure SM58 Microphone w/clip	Y	N/A	7177	Y	Y	Storage Cabinet
Shure SM58 Microphone w/clip	Y	N/A	7178	Y	Y	Storage Cabinet
EV RE-20 Microphone with windscreen and clip	Y	N/A	7179	Y	Y	Production Studio
EV RE-635A/B Microphone w/clip		1043	7180	Y	Y	Storage Cabinet
EV RE-635A/B Microphone w/clip		1040	7181	Y	Y	Storage Cabinet
EV RE-635A/B Microphone w/clip		1040	7182	Y	Y	Storage Cabinet
Digital Multimeter (DMM-52803)	Y	20061177889	7189	Y	Y	Storage Cabinet
EV RE-20 Microphone with windscreen and clip	Y	N/A	7226	Y	Y	Production Studio
Leader LDM-170 Distortion Meter	Y	70141	7227	Y	Y	Storage Cabinet
Stanton C402 CD Player	Y	A1KSH1069	7228	Y	Y	Front Office (Production Desk)
Stanton C402 CD Player	Y	A1KSH1066	7229	Y	Y	Production Studio
Stanton C402 CD Player	Y	A1KSH1070	7230	Y	Y	Air Studio
Stanton C402 CD Player	Y	A1KSH1150	7231	Y	Y	Air Studio
JK Audio THAT-2 Telephone Tap	Y	Label Missing	7232	Y	Y	Front Office (Main Desk)
JK Audio THAT-2 Telephone Tap	Y	T215378	7233	Y	Y	Air Studio
JK Audio THAT-2 Telephone Tap	Y	T215208	7235	Y	Y	Production Studio
Behringer MDX2600 Compressor		N1001593178	7236	Y	Y	Air Studio
Lodestar PS-1610S DC Power Supply	Y	8604501	7316	Y	Y	Storage Cabinet
Dayton Industrial Corp AFC3 Receiver	Y	A3103280	7317	Y	Y	Air Studio
Cisco Catalyst 2960-48G		FOC1441W3BG	5754	Y	Y	Uplink Rack
Audio Vault Radio Automation System	Y	Various	5785	Y (5787)	Y	Air Studio, Various
On Stage Stands DS300B Desktop Microphone Stand		N/A	7183	Y	Y	Storage Cabinet
On Stage Stands DS300B Desktop Microphone Stand		N/A	7184	Y	Y	Storage Cabinet
On Stage Stands DS300B Desktop Microphone Stand		N/A	7185	N	Y	Storage Cabinet
"WindTech" Generic Microphone Clip		N/A	N/A	N/A	Y	Storage Cabinet
"WindTech" Generic Microphone Clip		N/A	N/A	N/A	Y	Storage Cabinet
"WindTech" Generic Microphone Clip		N/A	N/A	N/A	Y	Storage Cabinet
APC Back-UPS RS 1500		3B1035X51766	N/A	N/A	Y	Front Office (Production Desk)
APC Back-UPS RS 1500		3B1035X48379	N/A	N/A	Y	Production Studio
APC Back-UPS RS 1500		3B1035X48400	N/A	N/A	Y	Air Studio
Audio Technica BPHS1 Remote Broadcast Headset (w/mic)		N/A	N/A	N/A	Y	Equipment Case
Audio Technica BPHS1 Remote Broadcast Headset (w/mic)		N/A	N/A	N/A	Y	Equipment Case



Behringer B2031A Studio Monitor	Y	N0909312252	N/A	N/A	Y	Front Office (Production Desk)
Behringer B2031A Studio Monitor	Y	N1000330252	N/A	N/A	Y	Air Studio
Behringer B2031A Studio Monitor	Y	N1000329252	N/A	N/A	Y	Air Studio
Behringer B2031A Studio Monitor	Y	N0901563252	N/A	N/A	Y	Front Office (Production Desk)
Behringer B2031A Studio Monitor	Y	N0909311252	N/A	N/A	Y	Production Studio
Behringer B2031A Studio Monitor	Y	N0901564252	N/A	N/A	Y	Production Studio
Behringer HPX2000 Headphones	Y	G1000880188	N/A	N/A	Y	Front Office (Production Desk)
Behringer HPX2000 Headphones	Y	G1003329188	N/A	N/A	Y	Air Studio
Behringer HPX2000 Headphones	Y	G1000874188	N/A	N/A	Y	Air Studio
Behringer HPX2000 Headphones	Y	G1000873188	N/A	N/A	Y	Transmitter
Behringer HPX2000 Headphones	Y	Label Missing	N/A	N/A	Y	Uplink Rack
Behringer HPX2000 Headphones	Y	G1000875188	N/A	N/A	Y	Front Office
Behringer HPX2000 Headphones	Y	G1003323188	N/A	N/A	Y	Front Office (Production Desk)
Behringer HPX2000 Headphones	Y	G1000871188	N/A	N/A	Y	Production Studio
Behringer HPX2000 Headphones	Y	G1000877188	N/A	N/A	Y	Production Studio
BSW RePop Pop Filter for RE-20 Microphone		N/A	N/A	N/A	Y	Storage Cabinet
BSW RePop Pop Filter for RE-20 Microphone		N/A	N/A	N/A	Y	Storage Cabinet
Canon MX410 Printer		36425	N/A	N/A	Y	Front Office
EV RE-20 1" Mic Clip (clip only--spare)		N/A	N/A	N/A	Y	Storage Cabinet
EV RE-20 1" Mic Clip (clip only--spare)		N/A	N/A	N/A	Y	Storage Cabinet
International Datacasting SFX2100 Satellite Receiver		9060391	N/A	N/A	Y	Uplink Rack
International Datacasting SFX4104 Satellite Receiver		10090622	N/A	N/A	Y	Uplink Rack
International Datacasting SFX4104 Satellite Receiver		10090646	N/A	N/A	Y	Uplink Rack
Marti RPT-15 RPU Transmitter		97073656	N/A	N/A	Y	Equipment Case
Microphone Boom w/cable (generic)		N/A	N/A	N/A	Y	Front Office (Production Desk)
Microphone Boom w/cable (generic)		N/A	N/A	N/A	Y	Front Office (Production Desk)
Microphone Boom w/cable (generic)		N/A	N/A	N/A	Y	Production Studio
Microphone Boom w/cable (generic)		N/A	N/A	N/A	Y	Production Studio
Microphone Boom w/cable (OC White)	Y	N/A	N/A	N/A	Y	Air Studio
Microphone Boom w/cable (OC White)	Y	N/A	N/A	N/A	Y	Air Studio
Microphone Riser		N/A	N/A	N/A	Y	Front Office (Production Desk)
Microphone Riser		N/A	N/A	N/A	Y	Front Office (Production Desk)
Microphone Riser		N/A	N/A	N/A	Y	Production Studio
Microphone Riser		N/A	N/A	N/A	Y	Production Studio
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 2 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 2 RU Blank Rack Panel		N/A	N/A	N/A	Y	Studios
Middle Atlantic 1 RU sliding rack shelf		N/A	N/A	N/A	Y	Uplink Rack
Middle Atlantic 2 RU rack shelf (boxed)		N/A	N/A	N/A	Y	Storage
Middle Atlantic 4 RU Wooden Equipment Rack (boxed)		N/A	N/A	N/A	Y	Storage
Middle Atlantic 4 RU Wooden Equipment Rack		N/A	N/A	N/A	Y	Front Office (Production Desk)
Middle Atlantic 4 RU Wooden Equipment Rack		N/A	N/A	N/A	Y	Production Studio
Miscellaneous cabling, hardware, desktop FM radios, surge	Y	N/A	N/A	N/A	Y	Studios
Olympus LS-10 Flash Recorder	Y	100124348	N/A	N/A	Y	Front Office
RDL RU-MLD4 Mic/Line Distribution Amplifier	Y	N/A	N/A	N/A	Y	Storage Cabinet

RDL RU-MLD4 Mic/Line Distribution Amplifier	Y	N/A	N/A	N/A	Y	Storage Cabinet
RDL RU-MLD4 Mic/Line Distribution Amplifier w/Power Supply	Y	N/A	N/A	N/A	Y	Storage Cabinet
RDL RU-MLD4 Mic/Line Distribution Amplifier w/Power Supply	Y	N/A	N/A	N/A	Y	Storage Cabinet
RDL-PS24AS power supply	Y	N/A	N/A	N/A	Y	Storage Cabinet
RDL-PS24AS power supply	Y	N/A	N/A	N/A	Y	Storage Cabinet
Rolls RA63s Distribution Amplifier		1014980	N/A	N/A	Y	Storage Cabinet
Rolls RA63s Distribution Amplifier		1014945	N/A	N/A	Y	Uplink Rack
Rolls RA63s Distribution Amplifier		1014962	N/A	N/A	Y	Uplink Rack
Seagate Freeagent 1TB Portable Hard Drive		2GEYXZSS	N/A	N/A	Y	Air Studio
Shure SCM262 Stereo Mixer		'00101952708	N/A	N/A	Y	Equipment Case
Shure SM58 Microphone w/clip	Y	N/A	N/A	N/A	Y	Storage Cabinet
Shure SM58 Microphone w/clip	Y	N/A	N/A	N/A	Y	Storage Cabinet
SKB i Series Waterproof Equipment Case		N/A	N/A	N/A	Y	Storage Cabinet
SKB i Series Waterproof Equipment Case		N/A	N/A	N/A	Y	Storage Cabinet
Satellite Dish Snow Cover		N/A	N/A	N/A	Y	Studios
On Stage Stands MS7701B Euro Boom Microphone Stand	Y	N/A	N/A	N/A	Y	Front Office
On Stage Stands MS7701B Euro Boom Microphone Stand	Y	N/A	N/A	N/A	Y	Front Office
On Stage Stands MS7701B Euro Boom Microphone Stand	Y	N/A	N/A	N/A	Y	Front Office
On Stage Stands MS7701B Euro Boom Microphone Stand	Y	N/A	N/A	N/A	Y	Front Office
On Stage Stands MS7701B Euro Boom Microphone Stand	Y	N/A	N/A	N/A	Y	Front Office

**Schedule 1(c): Leased Property**

**There is no Leased Property to be assigned to Transferee. The Transferee will enter (or has entered) into its own lease arrangement with the site owner.**

**Schedule 1(d): Assumed Contracts**

**None.**

## **PROGRAMMING AGREEMENT**

THIS PROGRAMMING AGREEMENT ("Agreement"), effective as of the date of the later signature indicated below (the "Effective Date"), is entered into by and between Fremont County School District #21 ("Licensee"), and the University of Wyoming, dba Wyoming Public Radio ("Programmer").

### **Preamble**

WHEREAS, Licensee is the licensee of noncommercial educational FM Radio Station KFTW(FM), 90.9 MHz, Fort Washakie, Wyoming ("Station KFTW"), pursuant to authorization of the Federal Communications Commission ("FCC");

WHEREAS, Programmer is the licensee of several noncommercial educational FM radio stations in the state of Wyoming, pursuant to authorization of the FCC, and operates its stations as a statewide public radio network;

WHEREAS, Station KFTW is presently off-air and Licensee and Programmer are in good faith negotiations to transfer the Station KFTW FCC license from Licensee to Programmer;

WHEREAS, Licensee desires for Programmer to program Station KFTW for the benefit of the Fort Washakie community and surrounding service areas, and Programmer has consented to provide such programming pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **Terms and Conditions**

1. **Term.** The term ("Term") shall commence on the Effective Date and shall continue for one year, unless sooner terminated pursuant to this Agreement. The Term shall automatically renew for successive one-year periods, unless either party notifies the other of its intention not to renew no later than ninety (90) days prior to the end of the Term or any renewal term.

2. **Programming.** Licensee hereby grants to Programmer, and Programmer hereby accepts, the non-exclusive right and obligation during the Term to program Station KFTW for up to 24 hours a day for 7 days a week. The programming that is specifically made available by Programmer for Station KFTW, and broadcast by Station KFTW during such days and times shall be referred to herein as "Selected Programming." Licensee shall air the Selected Programming in its entirety and without any additions, deletions or modifications. Notwithstanding the foregoing, however, Licensee, as FCC Licensee, shall have ultimate responsibility for control of Station KFTW, including its programming, at all times. Licensee may reject or refuse to carry portions of the Selected Programming that Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest and Licensee may preempt the Selected Programming as needed in the exercise of its best discretion as an FCC licensee.

3. Delivery. Programmer shall arrange for delivery of the Selected Programming to Station KTFW at Programmer's cost and expense.

4. Consideration. No payments by either party to either party are contemplated by this Agreement. The parties acknowledge and agree that their respective undertakings, resulting in the re-inauguration of Licensee's on-air service on Station KTFW and Programmer's ability to reach additional listeners as a result of the airing of the Selected Programming on Station KTFW, constitute sufficient consideration for this Agreement.

5. License/Ownership. Programmer hereby licenses Licensee to transmit the Selected Programming over Station KTFW during the Term as contemplated in this Agreement. Other than the transmission rights specifically granted to Licensee under this Agreement, all right, title and interest in and to the Selected Programming, shall remain vested in Programmer or Programmer's program suppliers. Licensee acknowledges and agrees that it does not have, and will not acquire, any proprietary rights to the Selected Programming, including, but not limited to, copyright and trademark rights, by virtue of this Agreement.

6. Nature of Programming. Licensee understands and acknowledges that the Selected Programming may be programming originated by Programmer, or may be other appropriate noncommercial educational programming produced or acquired by Programmer. Selected Programming may contain programming provided to Programmer by National Public Radio ("NPR") and/or other national program producers or syndicators. Licensee's broadcast of any such Selected Programming under this Agreement is specifically conditioned upon the consent of such producers or syndicators to having their programs broadcast on Station KTFW, as required. Licensee shall abide by all requirements of such producers and syndicators to allow Programmer to provide and Licensee to air such programming as contemplated by this Agreement.

7. Other Costs and Expenses. Without limiting Licensee's obligations as licensee of Station KTFW, Licensee specifically agrees that it shall, at its sole cost and expense, comply with applicable FCC requirements (including the main studio and staffing requirements) at all times during which Selected Programming is to be transmitted as contemplated under this Agreement. Programmer shall assist Licensee with the maintenance of Station KTFW's technical facilities and keep such facilities in good repair in order to ensure, to the extent possible, the continued and uninterrupted broadcast of the Selected Programming pursuant to this Agreement.

8. Representations and Warranties. Each party represents and warrants that: (i) it has the right, power and authority to enter this Agreement and to perform all of its obligations hereunder; and (ii) it has been authorized to execute and deliver this Agreement through the person signing on its behalf. Any and all other representations and warranties of any kind whatsoever, express or implied, including warranties regarding the nature of the Selected Programming, are expressly EXCLUDED.

9. Indemnity.

(a) To the extent of its obligations and abilities under Wyoming law and its applicable insurance, Programmer agrees to indemnify and hold Licensee, its parent and subsidiary companies, the employees, directors, officers, shareholders and agents of any of these, harmless from and against any and all third party claims, and resulting damages, liabilities, costs and expenses (including all reasonable attorneys' fees) arising out of the broadcast of the Selected Programming by Licensee in accordance with this Agreement or the breach of any warranty made by Programmer under this Agreement.

(b) Licensee agrees to indemnify and hold Programmer, its parent and subsidiary companies, the employees, directors, officers, shareholders and agents of any of these, harmless from and against any and all third party claims, and resulting damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the broadcast of the Selected Programming without rights licenses required to be obtained by Licensee; any additions, deletions or modifications made to the Selected Programming by or on behalf of Licensee; the operation and maintenance of Station KTFW, Licensee's relationship with and the actions and inactions of its employees, or the breach of any warranty made by Licensee under this Agreement.

(c) Except for the indemnification obligations established by this Section 9, neither Licensee nor Programmer shall be liable for any consequential, incidental, indirect, economic, special, exemplary or punitive damages arising from any provision of this Agreement, even if the other party has advised that such damages are possible.

10. Termination.

(a) Either party may terminate this Agreement immediately in the event of the other party's material breach of any obligation under this Agreement, which breach is not remedied within ten (10) business days of the defaulting party's receipt of written notice of the breach. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent or files a voluntary petition of bankruptcy; an involuntary petition to have the other party declared bankrupt is filed and is not vacated within thirty (30) days from the date of the filing; the other party makes an assignment for the benefit of creditors; or a receiver is appointed for the other party.

(b) Licensee may terminate this Agreement immediately by giving written notice to Programmer if, in the sole discretion of Licensee, Station KTFW is programmed by the Programmer in a manner contrary to the best interests of Licensee, the public interest, convenience and necessity, FCC rules and regulations, or the Communications Act of 1934, as amended. Programmer may terminate this Agreement immediately by giving written notice to Licensee if, in the sole discretion of Programmer, Programmer determines that Licensee by action or inaction, voluntary or involuntary, or any other cause beyond Programmer's reasonable control, frustrates or impedes Programmer's ability to provide the Selected Programming for transmission on Station KTFW. Programmer may also terminate this Agreement for its convenience at any time upon Ninety (90) days' written notice to Licensee.

(c) This Agreement will terminate automatically upon consummation of the assignment of the Station KFTW FCC license authorization from Licensee to Programmer.

(d) The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement (including, without limitation, all conditions of ownership and copyright and all warranties in this Agreement) shall survive its expiration or termination.

11. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. An approved assignee must agree to accept and abide by all of the terms and conditions of this Agreement.

12. Compliance with Law and Legal Requirements. During the Term, Licensee shall operate Station KFTW in compliance with the requirements of the Communications Act of 1934, as amended, and the rules of the FCC. Licensee shall be responsible for filing any and all necessary applications, amendments, reports and other documents required by music licensing agencies, or other national program producers or program syndicators, the FCC or any other governmental agency in order for the Station KFTW to be operated in the manner contemplated by this Agreement; provided, however, that Programmer shall provide reasonable assistance to Licensee in meeting these obligations.

13. Notices. All notices under this Agreement shall be in writing and may be served personally, by prepaid registered mail (return receipt requested), or private mail service (such as Federal Express or UPS) to the following addresses, or to such other address as either party may hereafter designate for itself:

If to Licensee:

Richard McClements, Superintendent  
Fremont County School District #21  
90 Ethete Road  
Fort Washakie, Wyoming  
Telephone: 307-332-5983

If to Programmer:

Christina Kuzmych  
General Manager, Wyoming Public Media  
University of Wyoming  
Knight Hall, 1000 E. University Ave., Dept. 3984  
Laramie, Wyoming 82071-2000  
Telephone: 307 766 4240

Notice shall be deemed given upon actual receipt.

14. Force Majeure. Neither party shall be liable to the other under the terms of this Agreement for any delays, preemptions or other failure to perform when such delays,



preemptions or failures are due to any cause beyond the control of the party whose performance is so affected, including, without limitation, fire, war, strike, riot, labor dispute, technical failure, or an act of God. In the event of any such delay, preemption or failure, the affected performing party shall promptly notify the other party of the nature and anticipated length of continuance of such force majeure, and during such period both parties shall be excused from performance hereunder.

15. No Joint Venture. This Agreement shall not constitute, create or in any way be interpreted as creating a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement. Neither party shall have the authority to bind or create any obligations for the other party, nor shall either party represent that it is the agent or authorized representative of the other party.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall be in full force and effect.

17. Waiver. The failure of either party to enforce any right under this Agreement or to take action against the other party for breach of the Agreement shall not be deemed a waiver of any right relating to a subsequent breach of that provision or any of its provisions. Any waiver must be specific, in writing, and executed by the waiving party, and shall not be continuing unless it so states explicitly.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns and transferees.

19. Paragraph Headings. Paragraph headings are for convenience only and shall not be used in any manner to construe this Agreement.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming (without regard to the choice of law provisions thereof).

21. Amendment. Any amendment to this Agreement shall be in writing and signed by both parties.

22. Sovereign Immunity. Neither party waive their sovereign immunity or their governmental immunity, if any, by entering into this Agreement and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

23. Governmental Claims. Any actions or claims against the parties under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

24. Complete Agreement. This Agreement contains the full understanding of Licensee and Programmer with respect to the subject matter hereof and supersedes any previous agreements between the parties regarding such subject matter.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. A PDF or facsimile of an original signature shall be deemed an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the later signature indicated below.

Fremont County School District #21

University of Wyoming

(dba Wyoming Public Radio KUWR)

By: Richard McClements  
Name: Richard McClements  
Title: Superintendent  
Date: 12/4/12

By: Mark A. Collins  
Name: Mark A. Collins  
Title: Interim VP for Admin.  
Date: 11/30/12

**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**Bureau of Indian Affairs**

**BUSINESS LEASE**

Allotment No. TO48  
Lease No. 8320B  
Taams No. 5083201222

WIND RIVER INDIAN AGENCY

THIS CONTRACT, made and entered into this 20<sup>TH</sup> day of NOVEMBER, 2012, by and between the Indian or Indian named below (the Secretary of the Interior acting for said Tribe) hereinafter called the "Lessor", and University of Wyoming C/O Arron T. Sullivan University of Wyoming, Real Estate Operations - Dept. 3314, Old Main Room 201, Laramie, WY hereinafter called the "Lessee" under the provisions of the Act of August 9, 1955, (69 Stat. 539; 25 U.S.C. Sec. 415), as amended, and as supplemented by Part 162 - Leasing and Permitting, of the Code of Federal Regulations, Title 25, Indians, and any amendments thereto relative to Business Leases on trust or restricted Indian lands, all of which by reference are made a part hereof.

**ARTICLE 1 - ADDENDA TO LEASE**

Prior to the execution of this lease Addenda Nos. 1, 2, AND 3 were added to this lease and made a part hereof.

**ARTICLE 2 - LAND DESCRIPTION**

A. For and in consideration of the rents and agreements hereinafter set out, the Lessor hereby leases to the Lessee the lands described, and identified in Addendum No.1, together with all building and structures thereon and improvements thereto. Said lands are a part of the Wind River Indian Reservation situation in Fremont County, Wyoming, and subject to any prior existing, valid rights-of-way.

B. If all or any part of the leased premises is described by metes and bounds, a survey of such area will be provided by the Lessee at Lessee's sole cost and expense. Such survey shall be made by a surveyor licensed in the State of Montana to include a plat, and a written description which shall include acreage of the land described. Said survey may at lessee's options be made before this lease is submitted for approval by the Secretary, but not more than one hundred eighty (180) days after approval. Not less than three copies shall be furnished the Secretary. If a survey is made subsequent to the approval of this lease and indicates need for a corrected description of the land leased hereby, such corrected description including land and acreage as required above, shall be prepared by the licensed surveyor and submitted to the Secretary for acceptance. When accepted in writing by the Secretary, the corrected description of the entire leases premises shall be substituted for and become Addendum No. 1 as the official description of the land leased hereunder.

### ARTICLE 3 - DEFINITIONS

- A. "Secretary" means the Secretary of the Interior, or his authorized representative.
- B. "Approved encumbrance" herein shall mean an encumbrance and an addition or extension thereto, approved by the Secretary.
- C. "Encumbrancer" shall mean the owner and holder of an approved encumbrance.
- D. "Lessor" shall mean the heirs of allotment no. TO48  
Eastern Shoshone Tribe and Northern Arapaho Tribe.
- E. "Lessee" shall mean University of Wyoming, and their authorized representative, heirs and approved assigns.

### ARTICLE 4 - TERM

The term of this lease shall be for a period of 10 (ten) years (with an option to renew for a like term), BEGINNING ON OCTOBER 10, 2012.

### ARTICLE 5 - PURPOSE OF LEASE

For and on behalf of the Lessor, the Lessee shall use the leased premises for the specific purposes described in Addendum No. 2. If the Lessee uses the leased premises for any purpose not set forth herein with the consent and written approval of the Lessor and the Secretary, such use shall constitute grounds for cancellation of this lease.

### ARTICLE 6 - RENTALS

The Lessee, in consideration of the foregoing, covenants and agrees to pay lawful money of the United States of America to the Secretary of his authorized representative on behalf of Lessor at the address set forth herein the following rental for the use and benefit of the Lessor:

- A. The See Addendum No. 3 for payment of rentals for the term of this lease.  
**Approved in Joint Business Council Meeting Held October 29, 2012.**
- B. This lease shall be subject to periodic rental review as required by federal regulation.

### ARTICLE 7 - PAYMENT OF RENTS

All rents payable pursuant to the terms of this lease shall be paid without prior notice or demand. It is understood and agreed between the parties hereto that, if any installment of rental is not paid within thirty (30) days after becoming due, interest will be assessed based on 25 CFR, Part 162. Interest assessed pursuant to this provision will become due and payable from the date such rental becomes due and will run until said rental is paid.

If requested by the Secretary, Lessee will furnish surety bond.

## **ARTICLE 8 - INDEMNIFICATION**

Neither the Lessor nor the United States nor their officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to person or property of the Lessee or sub-lessees or any other person whatsoever, caused by any use or condition of the leased premise, or by any defect in any structure erected thereon, or arising from any accident, fire or other casualty on or about said premises or from any other cause whatsoever including any such claim or cause whether or not alleged to be or as a result of Lessor's own negligence. Lessee hereby releases and waives all claims against Lessor and the United States and agrees to indemnify and hold Lessor and the United States free and harmless from and to defend them against any death, loss or damage or whatsoever kind or nature including any claim or liability whether due to, or claimed to be due to negligence by the Lessor, for any loss, damage or injury arising from the use or condition of the premises, together with all costs and expenses in connection therewith.

## **ARTICLE 9 - REMOVAL OF IMPROVEMENTS**

Lessee retains the right to tear down, add on, or build new buildings within this lease described as needed for the operation of the lessee. If and when this lease is terminated, all improvements are to remain under the ownership of the lessor. The lessee retains the right to remove improvements within (120) days after termination of this lease or within such other reasonable time after the termination of this lease as may be agreed upon by the Lessor and the Lessee. If Lessee fails to remove the same within (120) days after termination of this lease, or such other reasonable time as agreed upon, said property shall be deemed abandoned and shall become the property of the Lessor.

## **ARTICLE 10 - SUBLEASE, ASSIGNMENT AND TRANSFER**

Unless otherwise provided herein, a sublease, assignment or amendment of this lease, may be made only with the approval of the Secretary and the written consent of all the parties to this lease, including the surety or sureties.

No sublease shall be valid or binding without the consent and approval required by this Article, and then said sublease shall be valid only upon the condition that sub-lessee has agreed in writing that in the event of a conflict between the provision of this Contract and of said sublease, the provision of this contract shall prevail. The term of any sublease shall not exceed the term of this lease. No sublease shall release the Lessee from any obligations under this lease or substitute the sublease for Lessee hereunder. Any sublease made, except as aforesaid shall be deemed a breach of this lease.

If a proposal to assign this lease to a qualified assignee or other successor in interest is submitted while a default in the lease exists, neither the Secretary nor the Lessor will be obligated to consider said proposal until the lease is restored to good standing.

## **ARTICLE 11 - ENCUMBRANCE**

This lease, or any right to or interest in this lease, or any of the improvements on the leased premises, may be encumbered with the written approval of the Secretary. No such encumbrance shall be valid without said approval.

An encumbrance shall be confined to the leasehold interest of the Lessee and shall be limited to the purpose of constructing, expanding, or repairing improvements on the leased premises. Lessee agrees to furnish the Secretary, as requested, any financial statements or analysis pertinent to the encumbrance that may be deemed necessary to justify the amount, purpose and terms of said encumbrance. Lessee further agrees to authorize an encumbrancer to furnish the Secretary, upon written request, any specific information regarding the status of the encumbrance at any time during the term of the encumbrance.

In the event of default by the Lessee under the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in the agreement or by law for discharging said encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the encumbrancer shall give to the Secretary and Lessor notice of the same character and duration as is required to be given to the Lessee by such encumbrance and or the laws of the State of Montana.

If any sale under the approved encumbrance occurs, the purchaser at such sale shall succeed to all the rights, title and interest of the Lessee in the leasehold estate covered by said approved encumbrance. It is further agreed that, if the purchaser at such sale is the encumbrancer, the encumbrancer may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms of this lease only so long as it retains title to this leasehold.

If notice of such sale shall be given and the defaults or any of them upon which sale is based shall then continue, lessor shall have the right to correct such defaults at any time prior to the date of sale or foreclosure and to terminate such leasehold upon paying to the encumbrancer the amount of principal and accrued interest which remains unpaid.

## **ARTICLE 12 - LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES**

Lessee shall not permit to be enforced against the leased premises, or any part thereof, any lien, arising from any work performed, materials provided, or obligations incurred by Lessee, and Lessee shall discharge and pay all taxes, assessments, licenses, fees and other like charges levied during the term of this lease when same become due and payable. Additionally, Lessee shall promptly pay all charges for utilities supplied to said premises.

## **ARTICLE 13 - UNLAWFUL USE**

The Lessee agrees not to use or cause to be used any part of the leased premises for any unlawful conduct.

#### **ARTICLE 14 - EMINENT DOMAIN**

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises or the affected part thereof taken, shall cease and terminate forthwith. All compensation awarded by reason of the taking of the leasehold or any interest therein, shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved, in which case the compensation or award insofar only as it is awarded for the taking of an encumbered interest, shall be paid to the encumbrancer. As between Lessor and Lessee, or their respective successors, as the case may be, such amount shall be deemed paid to the Lessee or sub-lessee or if such amount exceeds the amount to which the Lessee or sub-lessee is entitled under the terms of this lease, then any excess amount shall be paid to the Lessor.

The rental thereafter payable hereunder for the remainder of the term of this lease shall be reduced in the proportion that the rental value of the entire premises is reduced by any taking or condemnation.

#### **ARTICLE 15 - DEFAULT**

In the event of default by Lessee of any of the terms and provisions of this lease, Lessee shall be given written notice citing the defaults in the lease and allowing the Lessee ten (10) days from receipt of said notice to show cause why this lease should not be cancelled. Lessor and the Secretary may grant a reasonable extension of time if Lessee so requests.

If Lessee fails to show cause to the satisfaction of the Lessor and the Secretary why this lease should not be cancelled, the Secretary may terminate the lease and the Lessor. The Secretary may proceed by suit or otherwise to enforce the collection of rents or compliance with other obligations or provisions of the lease.

Any action taken or suffered by the Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this lease. In such event, subject to the provisions of the Bankruptcy Act of the United States, the Lessor and the Secretary may enter the premises and remove all persons and property therefrom, excluding the persons and property belonging to authorized sub-lessees and may relet the premises without terminating this lease.

Prior to termination of this lease for default by the Lessee, the Secretary shall give notice in writing to the encumbrancer, in the form of a copy of the ten day show cause notice to the Lessee. If the default(s) can be cured by the payment or expenditure of money, this lease will not be terminated if the encumbrancer will promptly notify the Secretary of its intent to cure said default(s) within a thirty (30) day period. When the default or breach cannot be cured by the payment of money, this lease may not be cancelled if the encumbrancer shall promptly notify the Secretary of its intent to foreclose and to diligently pursue completion of proceedings for foreclosure under and pursuant to the terms of the encumbrance. During such proceedings, the encumbrancer shall pay any rents due and shall otherwise pay all other obligations which may be due and payable.

## **ARTICLE 16 - HOLDING OVER**

Holding over by the Lessee after the termination of this lease shall not constitute a renewal or other extension thereof; or give the Lessee any rights hereunder or in or to the leased premises.

Lessee agrees to remove all property removable under the terms of this lease, within one hundred eighty (180) days after termination of this lease or pay a daily rental calculated at the rate of double the daily rental charged during the year immediately preceding the termination of this lease, beginning with the day following the termination date of this lease and continuing for each day until said property is removed.

## **ARTICLE 17 - OPERATION OF BUSINESS**

Lessee agrees that at all times during the term of this lease, it will diligently attempt to keep the leased premises in all parts thereof actively used, and to operate any businesses located thereon during the regular and customary hours of such businesses and on all ordinary business days for such business, in good faith.

## **ARTICLE 18 - TERMINATION OF FEDERAL TRUST**

Nothing in this lease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the leased land or any interest therein, by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate this lease. The owner(s) of the land or the leased interest and the Lessee and his surety or sureties shall be notified of any such change in the status of the land.

## **ARTICLE 19 - INTEREST OF MEMBER OF CONGRESS**

No member of, or delegate to Congress, shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

## **ARTICLE 20 - LESSEE'S OBLIGATIONS**

Because the leased premises are held in trust by the United States, all the Lessee's obligations under this lease and the obligations of the Lessee's sureties, are to the United States as well as to the Lessor.

Lessee shall furnish the Secretary evidence of any change in its name or the structure of its organization within thirty (30) days of such change. Lessee shall also keep the Lessor and the Secretary informed of any change of person and /or persons authorized to represent the Lessee and execute documents on behalf of the Lessee and shall furnish the Secretary documentary evidence of such change in authority within ten (10) of any such change.



#### **ARTICLE 21 - PAYMENTS AND NOTICES**

All notices, payments and demands shall be sent to the parties thereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date of actual receipt, whichever occurs first.

#### **ARTICLE 22 - INSPECTION**

The Secretary and the Lessor or their authorized representatives shall have the right, at any reasonable time of this lease, upon reasonable notice, to enter upon the premises to inspect the same.

#### **ARTICLE 23 - DELIVERY OF PREMISES**

At the termination or expiration of this lease, Lessee will peaceably and without legal process, deliver up possession of the leased premises in good condition.

#### **ARTICLE 24 - LEASE BINDING AND PRIORITY OF LEASE**

This lease and the covenants, conditions, terms and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto, including elected tribal officials.

#### **ARTICLE 25 - VALIDITY**

This lease, and any modification or amendment to this lease, shall not be valid or binding upon either party hereto until approved by the Secretary. Additionally, approval of any proposed modification or amendment to this lease may not be considered by the Lessor or Secretary unless the lease is in good standing.

#### **ARTICLE 26 - APPROVAL BY LESSOR AND/OR SECRETARY**

Whenever under the terms of this lease the acceptance, consent or approval of the Lessor and/or the Secretary is required, said acceptance, consent or approval shall not be unreasonably withheld.

#### **ARTICLE 27 - ENVIRONMENTAL PROTECTION REQUIREMENTS**

It is agreed that it shall be the responsibility of the Lessee to satisfy all environmental protection standards as set forth in the National Environmental Policy Act of 1969 and its implementing regulations. It is further agreed that Lessee will furnish the Secretary a copy of all environmental assessments, environmental impact statements or reports, or negative declarations, and that Lessee will furnish the Secretary a copy of any ruling on such document. It is additionally agreed that Lessee will issue notice to the public of the availability of all environmental assessments, environmental impact statements or reports, or negative declarations and will provide the Secretary with appropriate evidence of said notice prior to approval of this lease.

# UNIVERSITY OF WYOMING

## Real Estate Operations

Dept. 3314 • 1000 E. University Ave. • 202C Old Main • Laramie, WY 82071  
(307) 766-2936/2937 • fax: (307) 766-4836  
email: reo@uwyo.edu • www.uwyo.edu

November 27, 2012

United States Department of the Interior  
Bureau of Indian Affairs

RE: Business Lease No. 8320B

To Whom It May Concern:

Please note that the authorized signatory representing the University of Wyoming for Business Lease No. 8320B is Mark A. Collins, Interim Vice President for Administrative Operations, University of Wyoming.

Thank you,



Arron Sullivent  
Assistant Manager, Real Estate Operations  
University of Wyoming

Encl.

cc: Property File



**ARTICLE 28 - ARCHAEOLOGICAL, CULTURAL AND HISTORIC  
RESOURCES PROTECTION**

Lessee agrees that whenever in the course of construction of improvements on the leased premises, any indication of heretofore undetected subsurface sites or archaeological, cultural or historic resources is brought to light, the construction shall be halted and the involved area reevaluated by a qualified archaeologist acceptable to the Secretary, to prevent inadvertent destruction such nonrenewable resources. The Lessee shall comply with the recommendations for mitigation made by the archaeological, cultural or historic artifacts which may be salvaged shall be delivered for appropriate disposition to the Secretary or his authorized representative.

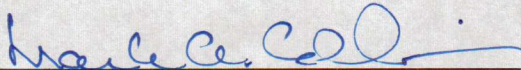
\*Upon research there is no lease in place and no Archeological

**ARTICLE 29 - RESERVATION LAWS AND ORDINANCES**

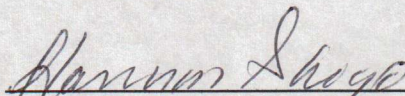
The Lessee, Lessee's employees, agents, and sublessees and their employees, and agents agree to abide by all laws, regulations and ordinances of the Shoshone and Arapaho Indian Tribe, now in force and effect or that may hereafter be in force and effect, provided that no such laws, ordinances or regulations shall act in any manner whatsoever that will change or alter the terms and conditions of this lease without the expressed written consent of the Lessee.

**IN WITNESS WHEREOF, the parties have hereunto set their hands.**

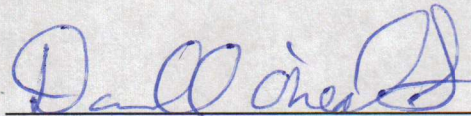
**LESSOR:**



Mark A. Collins  
Interim Vice President for Administrative Operations  
University of Wyoming



LESSEE: CHAIRMAN, SHOSHONE TRIBE



LESSEE: CHAIRMAN, ARAPAHO TRIBE



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

APPROVAL OF LEASE

**209 DM 8, 230 DM 1, 3 IAM 4 (release No. 00-03), 10 BIAM 11, as amended, and further delegations as needed to effectuate the Reorganization embodied in DM Release dated April 21, 2003, and in accordance with 25 USC 2218, inclusive of subparts (a), (b), (c), (d), (e), and (f).**

This lease is hereby approved on behalf of the Secretary of the Interior.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR, ROCKY MOUNTAIN REGION

## **ADDENDUM NO. 1 TO LEASE**

### **ARTICLE 2. LAND DESCRIPTION:**

**SECTION 10 , TOWNSHIP 2 South , RANGE 1 East , containing 0.08 acres, more or less, subject to any prior, valid existing rights-of-way and more particularly describes as: SEE ATTACHED SURVEY.**

## **ADDENDUM NO. 2 TO LEASE**

### **ARTICLE 5. PURPOSE OF THIS LEASE:**

1. The Tribes will approve the transfer of the ROW to UW.
2. Since there never was a fully executed lease, the Council had to authorize a lease for UW with a term of ten (ten) years with an option to renew with an effective date of October 10, 2012.
3. W, DBA Wyoming Public Media ("WPM") will acknowledge that the radio station is being broadcast from the Sand Hills Tower Site located on the Wind River Indian Reservation and the tower site is provided by the Tribes. WPM expects that these acknowledgments will be reflected in the station ID's at the top of each hour, on the website in the "partners" area and in the two daily association credits...or as otherwise agreed by the parties.
4. WPM will continue to provide news coverage on issues related to the Wind River Indian Reservation. UW and WPM representatives did inform the Tribes that Wyoming Public Media's two roving reporters are covering the reservation news and will continue to do so; currently news stories are underway, such as the one being done by Rebecca Martinez on reviving the Arapaho Language.
5. UW will work with individuals who can help set up opportunities for tribal youth to learn about news reporting. WPM has already scheduled time with a Mr. John Gabrielson to set up a project for learning.

**ADDENDUM NO. 3 TO LEASE**

**ARTICLE 6. RENTALS:**

**RENT DUE DATE**

**AMOUNT**

On Approval (One Time, 1<sup>st</sup> Term)

**\$ WAIVED FOR TERM OF LEASE**

## **INDEX - LEASE B-**

1. ADDENDA TO LEASE
2. LAND DESCRIPTION (ADDENDA NO. 1)
3. DEFINITIONS
4. TERM
5. PURPOSE OF LEASE (ADDENDA NO. 2)
6. RENTALS(ADDENDA NO. 3)
7. PAYMENT OF RENTS/INTEREST
8. INDEMNIFICATION
9. REMOVAL OF IMPROVEMENTS
10. SUBLEASE, ASSIGNMENT AND TRANSFER
11. ENCUMBRANCE
12. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES
13. UNLAWFUL USE
14. EMINENT DOMAIN
15. DEFAULT
16. HOLDING OVER
17. OPERATION OF BUSINESS
18. TERMINATION OF FEDERAL TRUST
19. INTEREST OF MEMBER OF CONGRESS
20. LESSEE'S OBLIGATIONS
21. PAYMENTS AND NOTICES
22. INSPECTION
23. DELIVERY OF PREMISES
24. LEASE BINDING AND PRIORITY OF LEASE
25. VALIDITY
26. APPROVAL BY LESSOR AND/OR SECRETARY
27. ENVIRONMENTAL PROTECTION REQUIREMENTS
28. ARCHEOLOGICAL, CULTURAL AND HISTORIC RESOURCES PROTECTION
29. RESERVATION LAWS AND ORDINANCES



**United States Department of the Interior**

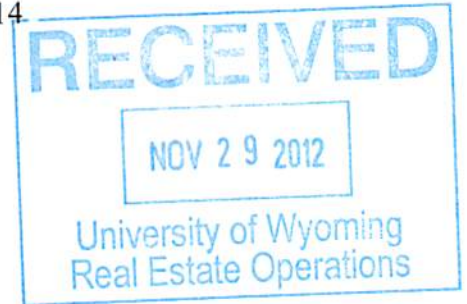
BUREAU OF INDIAN AFFAIRS

Wind River Agency

P.O. Box 158

Fort Washakie, WY 82514

NOV 27 2012



IN REPLY REFER TO:  
Real Estate Services  
4616

Arron T. Sullivent  
University of Wyoming  
Real Estate Operations – Dept. 3314  
Old Main Room 201  
Laramie, WY 82701

Dear Mr. Sullivent:

Enclosed for your permanent file is a copy of the Administrative Modification that assigns the KFTW radio tower access road to the University of Wyoming. Also enclosed are copies of the recorded Correction Grant of Easement, Tribal Resolution 2010-10226, and the road survey.

Enclosed is a blank Affidavit of Completion. Please complete this form, even though the road was pre-existing, and return it to our Rights-of-Way office at your earliest convenience. Failure to do so could result in termination of your right-of-way, according to 25CFR 169.16 (see condition No. 4 on the Grant of Easement).

If you have any questions, please contact Mary Lou Birkhimer at 307-332-6571, extension 283.

Sincerely,

Realty Officer

Enclosures – Administrative Modification, Correction Grant of Easement, Tribal Resolution, survey, Affidavit of Completion

cc: Richard McClements, Fremont County School District No. 21

Recording Number 813 03006 10  
Transaction Number 280-13-03006-10  
File Number 2009-136



STATE OF Wyoming :  
 : SS  
COUNTY OF Albany :

AFFIDAVIT OF COMPLETION

Shane Toven, being first duly sworn, says that he is  
the Director of Engineering ~~Engineer~~ of Wyoming Public Media  
; that the right of way has been constructed ~~under~~  
~~his supervision~~ a distance of 3.32 miles across a portion of the Wind River  
Indian Reservation, Fort Washakie, Wyoming; that this construction began on  
previous date 20 xx, and completed on previous date  
20 xx, that the right of way does not materially deviate from the approved  
plans, notes, and maps ~~filed~~ certified January 20 20 10.  
This right of way had been previously constructed and is considered pre-existing prior to the conveyance of the right of way to the  
University of Wyoming.

[Signature]  
Director of Engineering ~~Engineer~~  
Subscribed and sworn to before me this 3rd day of December, 20 12.



Melissa D. Samp  
Notary Public, My commission  
expires July 30, 2014.

CERTIFICATE

I, Arron Sullivent, do hereby certify that I am Assistant Manager  
Real Estate Operations for the University of Wyoming, hereinafter  
designated the "applicant"; that Shane Toven  
who subscribed the foregoing affidavit, is employed by the applicant; that in  
its construction the right of way does not deviate from the approved plans,  
notes, and maps ~~filed~~ certified January 20 20 10; and that the  
"applicant" has in all things complied with the requirements of the act of  
February 5, 1948, and the applicable regulations pursuant to which the  
"applicant" has been granted the right of way.

[Signature]



Correction Grant of Easement to Change Tract Identification

BAO-339  
September 1991

Tribal: TO-44, T-1907, T-1893, T-1894, T-1225-B,  
T-1909, T-1912-A, T-1944, TO-48, T-1845  
Individually Owned: \_\_\_\_\_  
Recording No. 813 03006 10  
File No: 2009-136  
Transaction No. 280-13-03006-10



GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent, Bureau of Indian Affairs, Department of the Interior, Fort Washakie, Wyoming, hereinafter, referred to as "Grantor," under authority contained in 209 DM 8, 230 DM 1, and to the Rocky Mountain Regional Director by 3 IAM 4 (Release No. 99-03), as amended, and to the Superintendent by 10 BIAM 13, as amended, and Addendum 10 BIAM-4 effective October 1, 1998 and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17); (25 USC 323-328), and Title 25, Code of Federal Regulations, Part 169, in consideration of

No Dollars (\$0.00)

and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to Fremont County School District No. 21, 90 Ethete Road, Fort Washakie, WY 82514, hereinafter referred to as "Grantee," an easement for a right-of-way for a

30 Foot Wide Access Road

over, across, in and upon the following described lands located in the County of Fremont, State of Wyoming, to wit:

See attached survey for access road within Sections 26, 27, 34 and 35 in Township 1 South, Range 1 East; and within Sections 2, 3 and 10 in Township 2 South, Range 1 East, Wind River Meridian, Fremont County, Wyoming, more particularly described as follows:

A road right-of-way easement over and across the W1/2SW1/4, Section 26, the S1/2SE1/4SE1/4, Section 27, the NE1/4NE1/4, Section 34, the W1/2NW1/4, N1/2SW1/4, and the SE1/4SW1/4, Section 35, T.1S., R.1E., and the NW1/4NE1/4 (Lot 2), the E1/2NW1/4, the SW1/4NW1/4, and the NW1/4SW1/4, Section 2, the E1/2SE1/4, the SW1/4SE1/4, and the SE1/4SW1/4, Section 3, and the NE1/4NW1/4, Section 10, T.2S., R.1E., W.R.M., Fremont County, Wyoming. Said right-of-way being 30.0 feet in width and located 15.0 feet on each side of the following described easement centerline:

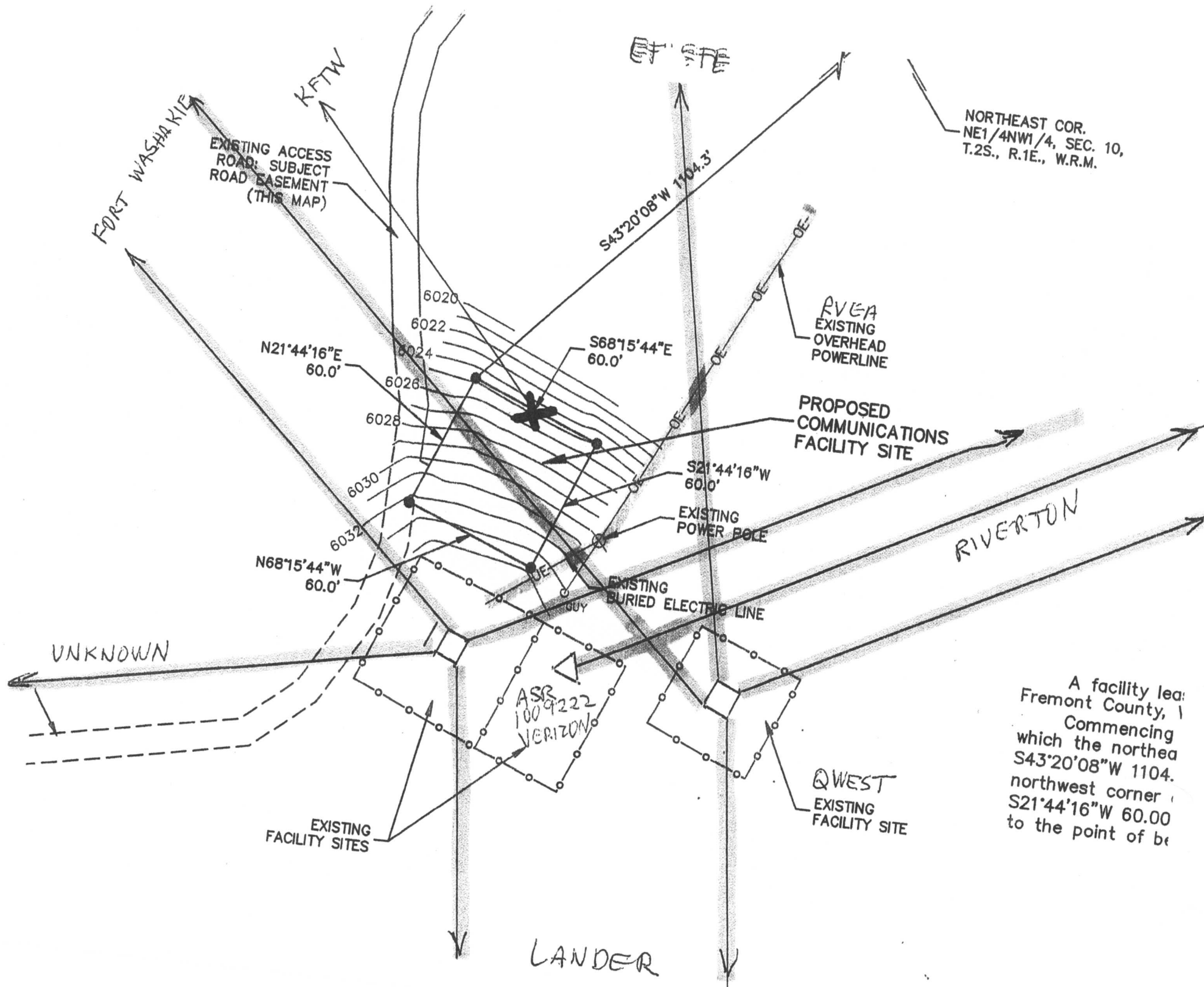
Commencing at the northwest corner of the SW1/4SW1/4, said Section 26 from which the southwest corner of said SW1/4SW1/4 bears S00°01'21"E 661.6 feet; thence N18°06'03"E 513.8 feet to the approximate centerline of Plunkett Road and the point of beginning of this easement centerline description; thence southerly, southeasterly and southwesterly along an existing trail road the following sixty four (64) courses:

S01°19'38"E 113.2 feet; S03°16'36"W 156.9 feet; S07°34'02"W 126.1 feet;  
S10°11'42"W 281.3 feet; S08°29'21"W 488.8 feet; S00°18'00"E 371.6 feet;  
S02°02'10"E 101.3 feet; S15°45'05"W 202.9 feet; S19°16'34"E 164.7 feet;  
S14°52'33"E 213.4 feet; S10°03'20"E 331.2 feet; S23°29'42"E 820.3 feet;  
S05°08'44"E 245.2 feet; S13°10'46"E 554.7 feet; S29°58'07"E 170.9 feet;  
S18°18'17"E 473.0 feet; S31°50'35"E 288.5 feet; S42°24'22"E 482.7 feet;  
S32°45'43"E 130.1 feet; S38°30'00"E 459.2 feet; S25°37'35"E 108.2 feet;  
S18°43'31"E 249.2 feet; S31°41'52"E 675.8 feet; S26°19'11"E 285.6 feet;  
S17°35'47"E 184.6 feet; S19°12'02"E 488.8 feet; S28°32'27"E 376.9 feet;  
S75°32'33"E 184.1 feet; S28°10'23"E 82.0 feet; S52°37'09"W 202.8 feet;  
S45°07'10"W 413.9 feet; N81°10'25"W 104.8 feet; S54°31'54"W 519.0 feet;  
S23°25'44"W 133.1 feet; S06°33'06"W 181.3 feet; S35°28'24"W 113.4 feet;  
S58°16'29"W 544.5 feet; S47°36'17"W 270.9 feet; S36°34'30"W 526.0 feet;  
S71°49'26"W 131.1 feet; S49°23'22"W 65.7 feet; S32°05'37"W 220.7 feet;  
S51°48'47"W 120.0 feet; S43°19'26"W 287.3 feet; S74°16'05"W 290.5 feet;  
N78°15'12"W 179.6 feet; N82°56'36"W 54.7 feet; S77°40'25"W 65.0 feet;  
S51°37'48"W 78.0 feet; S30°18'28"W 506.3 feet; S40°38'40"W 198.9 feet;  
S50°13'47"W 155.5 feet; S61°20'23"W 376.0 feet; S34°29'40"W 148.0 feet;  
S47°24'33"W 214.7 feet; S51°20'45"W 166.3 feet; S58°29'23"W 551.7 feet;  
S63°07'18"W 567.5 feet; S53°55'55"W 126.6 feet; S66°59'33"W 199.7 feet;

COPY



Notary Public for the State of Wyoming  
My Commission expires 2/14/2022

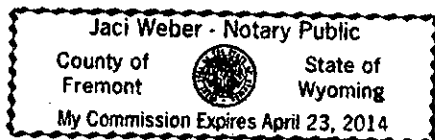


STATE OF Wyoming :  
COUNTY OF Fremont : ss

AFFIDAVIT OF COMPLETION

THOMAS A. JOHNSON, being first duly sworn, says that he is the LAND SURVEYOR, CFEDS ~~Engineer~~ of APEX SURVEYING, INC.; that the right of way has been ~~constructed~~ <sup>SURVEYED</sup> under his supervision a distance of 3.32 miles across a portion of the Wind River Indian Reservation, Fort Washakie, Wyoming; that this ~~construction~~ <sup>SURVEY</sup> began on NOVEMBER, 2009, and completed on DECEMBER, 2009, that the right of way does not materially deviate from the approved plans, notes, and maps filed \_\_\_\_\_, 20 \_\_\_\_.

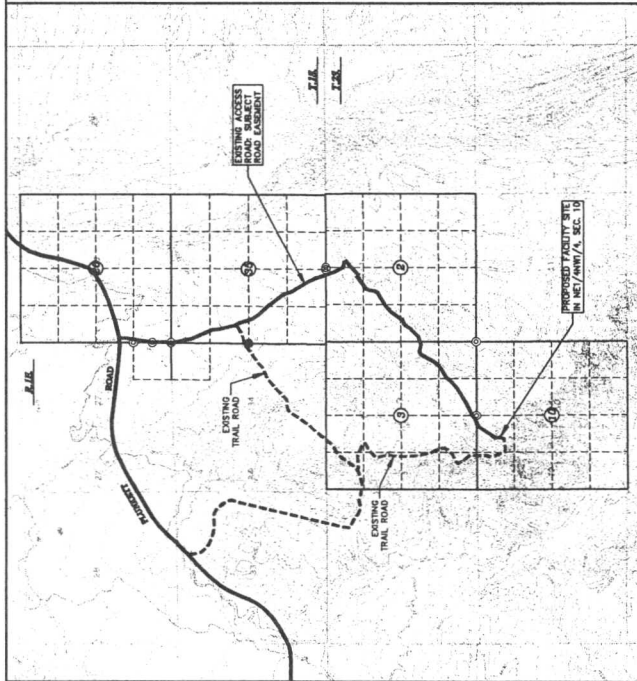
Subscribed and sworn to before me this 24th day of January, 2011.



Jaci Weber  
Notary Public, My commission expires April 23, 2014.

CERTIFICATE

I, Gregory Cox, do hereby certify that I am Agent for Fremont County School District #21, hereinafter designated the "applicant"; that Thomas Johnson of Apex Surveying Inc., who subscribed the foregoing affidavit, is employed by the applicant; that in its construction the right of way does not deviate from the approved plans, notes, and maps filed \_\_\_\_\_, 20 \_\_\_\_; and that the "applicant" has in all things complied with the requirements of the act of February 5, 1948, and the applicable regulations pursuant to which the "applicant" has been granted the right of way.



LOCATION MAP  
SCALE 1"=200'

**CERTIFICATE OF APPLICANT**

I, Greg Cox, do hereby certify that I am the agent for the Fremont County School District No. 21, hereinafter designated the applicant, that Thomas A. Johnson, hereinafter designated the surveyor, is duly licensed and qualified by the applicant to survey the location of said communications facility site, and that said right-of-way is accurately represented on this map using the map using the boundary data and section, he data provided herein. That such definite location of the facility site is hereby shown, and that the map has been prepared to be filed with the Secretary of the Interior or his or her duly authorized representative as part of the application for said right-of-way to be made, and that the applicant, its successors and assigns, with the right to construct, maintain, and repair improvements thereon and thereunder, for such purpose, transfer the right-of-way by assignment, grant or otherwise.

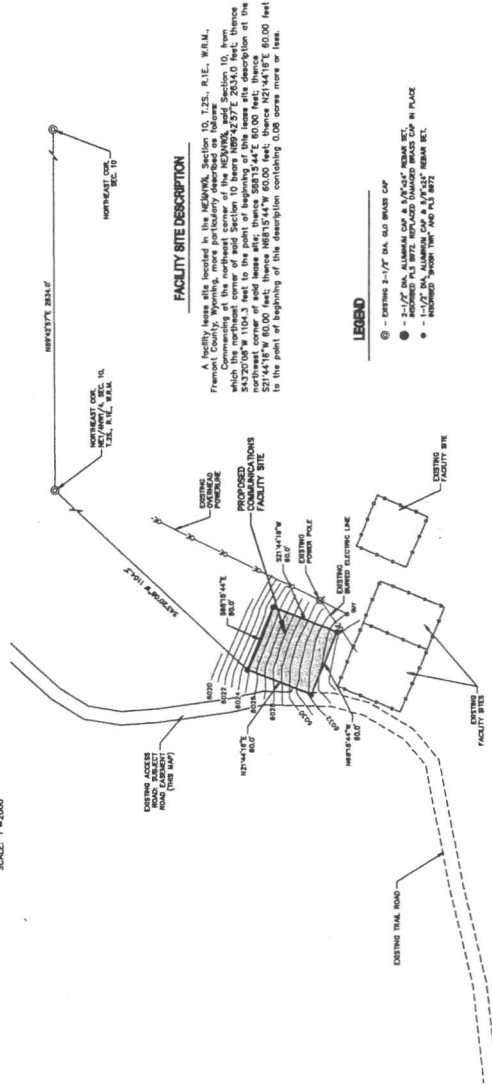
AND FURTHER, I do hereby certify that I am the agent for the Fremont County School District No. 21, hereinafter designated the applicant, that Thomas A. Johnson, hereinafter designated the surveyor, is duly licensed and qualified by the applicant to survey the location of said right-of-way, 30 feet in width, and that said right-of-way is accurately represented on this map using the map using the boundary data and section, he data provided herein. That such definite location of the facility site is hereby shown, and that the map has been prepared to be filed with the Secretary of the Interior or his or her duly authorized representative as part of the application for said right-of-way to be made, and that the applicant, its successors and assigns, with the right to construct, maintain, and repair improvements thereon and thereunder, for such purpose, transfer the right-of-way by assignment, grant or otherwise.

Greg Cox, Agent for Fremont County School District No. 21

**CERTIFICATE OF SURVYOR**

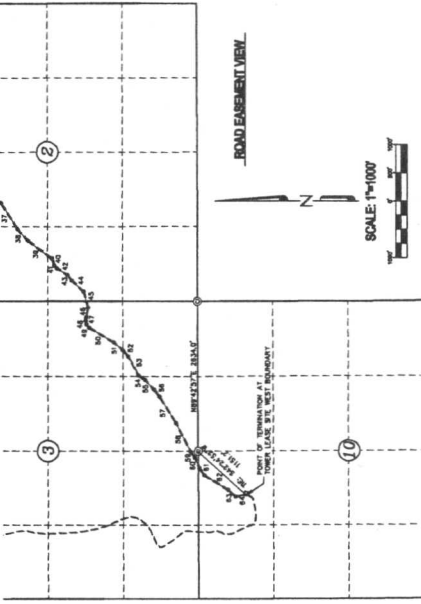
State of Wyoming  
County of Fremont  
I, Thomas A. Johnson, a duly licensed surveyor in the State of Wyoming, do hereby certify that I have personally surveyed the location of said communications facility site, and that said right-of-way is accurately represented on this map.

Thomas A. Johnson, P.L.S. No. 8972



FACILITY SITE DETAIL  
SCALE 1"=200'

LINE	BEARING	DISTANCE
1	S 89° 15' 00" E	100.00
2	S 89° 15' 00" E	100.00
3	S 89° 15' 00" E	100.00
4	S 89° 15' 00" E	100.00
5	S 89° 15' 00" E	100.00
6	S 89° 15' 00" E	100.00
7	S 89° 15' 00" E	100.00
8	S 89° 15' 00" E	100.00
9	S 89° 15' 00" E	100.00
10	S 89° 15' 00" E	100.00
11	S 89° 15' 00" E	100.00
12	S 89° 15' 00" E	100.00
13	S 89° 15' 00" E	100.00
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18	S 89° 15' 00" E	100.00
19	S 89° 15' 00" E	100.00
20	S 89° 15' 00" E	100.00
21	S 89° 15' 00" E	100.00
22	S 89° 15' 00" E	100.00
23	S 89° 15' 00" E	100.00
24	S 89° 15' 00" E	100.00
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26	S 89° 15' 00" E	100.00
27	S 89° 15' 00" E	100.00
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29	S 89° 15' 00" E	100.00
30	S 89° 15' 00" E	100.00
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38	S 89° 15' 00" E	100.00
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59	S 89° 15' 00" E	100.00
60	S 89° 15' 00" E	100.00
61	S 89° 15' 00" E	100.00
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70	S 89° 15' 00" E	100.00
71	S 89° 15' 00" E	100.00
72	S 89° 15' 00" E	100.00
73	S 89° 15' 00" E	100.00
74	S 89° 15' 00" E	100.00
75	S 89° 15' 00" E	100.00
76	S 89° 15' 00" E	100.00
77	S 89° 15' 00" E	100.00
78	S 89° 15' 00" E	100.00
79	S 89° 15' 00" E	100.00
80	S 89° 15' 00" E	100.00
81	S 89° 15' 00" E	100.00
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88	S 89° 15' 00" E	100.00
89	S 89° 15' 00" E	100.00
90	S 89° 15' 00" E	100.00
91	S 89° 15' 00" E	100.00
92	S 89° 15' 00" E	100.00
93	S 89° 15' 00" E	100.00
94	S 89° 15' 00" E	100.00
95	S 89° 15' 00" E	100.00
96	S 89° 15' 00" E	100.00
97	S 89° 15' 00" E	100.00
98	S 89° 15' 00" E	100.00
99	S 89° 15' 00" E	100.00
100	S 89° 15' 00" E	100.00



ROAD EASEMENT VIEW  
SCALE 1"=1000'

**EXHIBIT "A"**  
**FACILITY LEASE SITE**  
**AND ACCESS ROAD RIGHT-OF-WAY**  
**UPON AND ACROSS TRIBAL LANDS**  
**LOCATED IN**  
**SECTIONS 26, 27, 34 & 35, T.1S., R.1E.,**  
**& SECTIONS 2, 3 & 10, T.2S., R.1E., W.8E.,**  
**FREMONT COUNTY, WYOMING**

**BAIS OF BEARINGS**  
BASED ON BEARINGS FOR THE POINT IN BEARING STATE LOCAL CONTROL NETWORK.

APEX SURVEYING, INC.  
ENGINEERING AND LAND SURVEYING  
101 West Adams Avenue, Suite 100  
Cheyenne, WY 82001  
Phone: 307.634.1111  
Fax: 307.634.1112

Sec 10 NE of NW T2S Range 1E  
N 42° 54' 17.53" W 108° 44' 52.38"  
Lot 1/2 long  
Call locate it  
#103190204