

**FM TRANSLATOR PURCHASE AGREEMENT**

This FM TRANSLATOR PURCHASE AGREEMENT, dated this 10th<sup>d</sup> day of November 2004, by and between Eastern Sierra Broadcasting ("Seller"), and IHR Educational Broadcasting, a California non-profit corporation ("Buyer"):

**WITNESSETH:**

WHEREAS, Seller is the holder of construction permits from the Federal Communications Commission ("FCC") for FM Translator Stations K227AW, 93.3 MHz, Truckee and Kings Beach, California, FCC Facility ID #144147 ("K227AW"), K232DN, 94.3 MHz, Homewood, California, FCC Facility ID #148584 ("K232DN"), and K271AN, 102.1 MHz, Fallon, Nevada, FCC Facility ID #156435 ("K271AN") (K227AW, K232DN and K271AN are collectively referred to as the "Translators"); and

WHEREAS, Seller believes that the public interest, convenience and necessity would be well served by an assignment of all of its right, title and interest in the Translators to Buyer; and

WHEREAS, the parties hereto agree and understand that this Agreement is subject to the Communications Act of 1934, as amended, the Rules and Regulations of the Federal Communications Commission, and that the prior consent of the

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FCC is an express condition precedent to the obligations of both parties to perform hereunder:

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Assign Translators; Application to FCC.

a. In consideration of the payment to be made by Buyer to Seller stated in paragraph 2 below, and subject to the conditions stated herein, Seller hereby agrees and contracts with Buyer to assign all of his right, title and interest in the Translators to Buyer. Seller agrees to sell, convey and assign, free and clear of all debts, liens, mortgages, claims and hypothecations, the following assets: (i) the FCC construction permits for the Translators, subject to their expirations on July 21, 2007 (K227AW), July 26, 2007 (K271AN) and July 14, 2007 (K232DN), respectively, and the call letters K227AW, K271AN and K232DN; (ii) any and all legal and engineering studies in Seller's possession pertaining to the Station's technical facilities; and (iii) related goodwill. In the event that Buyer seeks to prosecute an application to the FCC for a modification of technical facilities of the Translators, Seller will grant its consent as required by 47 C.F.R. 73.3517(a). Buyer will be solely responsible for any minor change filing fee if required by the Commission.

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b. Within five (5) business days of the date hereof, the Seller and Buyer will file an application with the FCC on FCC Form 345, requesting the FCC to consent to the assignment of the licenses for the Translators from Seller to Buyer (the "Form 345 Application"). Buyer's counsel will prepare said Form 345, and Seller will fully cooperate with Buyer and its counsel in that regard. Buyer will pay all of any FCC filing fee that may be required (although it is the parties' understanding that no filing fee would be required). The parties will diligently prosecute the FCC Form 345 application, will extend to each other full cooperation in such prosecution, and will do all things reasonably necessary and/or appropriate to obtain a grant thereof.

2. Consideration. The total cash consideration for this transaction is TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) in lawful money of the United States. In addition, Buyer agrees to negotiate in good faith with Seller a non-exclusive transmitter site use agreement at Buyer's KIHM(AM) transmitter site facility near Reno, Nevada. This shall constitute the entire consideration for this transaction. This is payable as follows: (a) as of the date hereof, Buyer has delivered to Seller the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), the receipt of which is hereby acknowledged; and (b) on the Closing Date, Buyer

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will deliver to Seller the sum of FIVE THOUSAND DOLLARS (\$5,000.00)

3. Closing. For purposes of this Agreement, the Closing Date shall be a weekday not later than the fifth (5th) business day subsequent to the date upon which the FCC releases a "Public Notice, Broadcast Actions" announcing the grant of the Form 345 application; unless a Petition to Deny or Informal Objection shall have been filed against said Form 345 application, whereupon the closing will take place no later than the 5<sup>th</sup> business day subsequent to the date upon which the grant of the Form 345 application shall have become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order"). Closing shall take place through the exchange of a closing document executed by Seller entitled "Assignment of Translators" in exchange for the money payment described in the preceding paragraph.

4. Conditions Precedent. The conditions precedent to Buyer's obligation and duty to perform hereunder and to consummate this Agreement are as follows:

a. That the FCC grant the FCC Form 345 application filed by Seller and Buyer and described hereinabove.

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b. That the construction permits for K227AW, K232DN and K271AN be in full force and effect, through and including their respective expiration dates; and

c. No existing or new FM Broadcast Station shall have received a construction permit to relocate its transmitter site or alter its facilities in such a way as to preclude or materially and adversely affect either K227AW, K271AN or K232DN's ability to provide service the areas which they are authorized to serve at present.

5. Miscellaneous Mutual Representations. There are no agreements or understandings for other consideration by Buyer to Seller. Further, Seller and Buyer agree and understand that Seller will not have any retained interest of any kind in the Translators, and there are no agreements or understandings of any kind for Seller to retain an interest of any kind in the Translators or to have an option to obtain in the future an interest of any kind in the Translators. Finally, the parties represent to each other that the signatories to this agreement have all actual authority to bind themselves to this Agreement, and that this is the valid Agreement of the parties enforceable in accordance with its terms.

6. Termination. This Agreement shall be deemed binding upon the parties and may not be unilaterally terminated by either party unless the FCC has not granted

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its consent to the Assignment Application as of January 1, 2006. In that event, either party to this Agreement, so long as said party is not in material breach hereof, may unilaterally terminate this agreement by giving written notice of its intention to so terminate to the other.

7. No Brokers. No broker brought about this transaction. No brokerage fee is payable.

8. Public Notices. Seller shall prepare and give the required public notices as are required pursuant to 47 C.F.R. §73.3580.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. An assignment shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of their respective obligations thereunder. Buyer may freely assign its rights under this Agreement to any third party of its choosing. However any assignments of Buyer's rights shall not delay the FCC approval or the closing of this transaction.

10. Governing Law; Judicial Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The judicial forum for all litigation in connection with this Agreement shall be the courts of Nevada County, California.

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11. Headings. The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

12. Notices. All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Seller:

Mr. Chris W. Kidd, President  
Eastern Sierra Broadcasting  
Post Office Box 590  
South Lake Tahoe, CA 96146

If to Buyer:

Mr. Douglas M. Sherman, President  
IHR Educational Broadcasting  
Post Office Box 180  
Tahoma, CA 96142

13. Entire Agreement. The foregoing constitutes the entire and whole agreement of the parties, and may not be modified, amended or changed in any way unless in writing signed by all parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every such provision. No

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waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

14. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each, executed one counterpart.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

**EASTERN SIERRA BROADCASTING**

By   
Chris W. Kidd  
President

**IHR EDUCATIONAL BROADCASTING**

By   
Douglas M. Sherman  
President