

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (“Agreement”) is dated as of May 8, 2007, and is between IHR Educational Broadcasting, a California non-profit corporation (“*Programmer*”), and Bonneville International Corporation, a Utah corporation (“*BIC*”). Programmer and BIC are collectively referred to herein as the “Parties.”

WHEREAS, BIC is the current operator of radio station KOIT(AM) licensed to San Francisco, California (the “*Station*”), and BIC is the current holder of the licenses and authorizations issued by the Federal Communications Commission (the “*FCC*”) for the operation of the Station (the “*FCC Authorizations*”);

WHEREAS, BIC holds all of the assets used in connection with the Station;

WHEREAS, Programmer and/or its affiliates are the operators of certain radio stations licensed by the FCC;

WHEREAS, Programmer and BIC have entered into an Asset Purchase Agreement dated as of the same date herewith (the “*Purchase Agreement*”), pursuant to which Programmer will purchase from BIC certain assets of the Station (the “*Purchase Transaction*”);

WHEREAS, BIC desires to sell to Programmer airtime on the Station for the broadcast of programs produced, owned or acquired by Programmer;

WHEREAS, Programmer has available or will secure radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from BIC for the broadcast of such programs; and

WHEREAS, BIC has agreed to make available to Programmer airtime on the Station to broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Agreement Term.** As used in this Agreement, the term of this Agreement (the “*Term*”) will begin at 12:01 A.M. on June 1, 2007 (the “*Commencement Date*”), unless BIC or Programmer shall have terminated the Purchase Agreement prior to that date. The Term will continue until the closing of the Purchase Transaction (the “*Closing Date*”) or the termination of the Purchase Transaction (pursuant to the Purchase Agreement); provided, however, that the Term may be earlier terminated in accordance with the provisions set forth in this Agreement.

2. **Programmer’s Purchase of Airtime and Provision of Programming.** Programmer shall purchase from BIC airtime on the Station for the price and on the terms specified below, and shall transmit to BIC programming that it produces, owns or acquires (the “*Program*” or “*Programs*”) for broadcast on the Station up to twenty-four (24) hours per day, Monday through Saturday, and twenty-two (22) hours on Sunday (the “*Broadcasting Period*”). BIC may air, during a two hour block of airtime each Sunday morning (the “*Retained Programming Time*”) between the hours of 6:00 A.M. and 10:00 A.M. or at other times as mutually agreed upon by the Parties, programming on the Station as necessary in order to fulfill a part of BIC’s obligation as an FCC licensee to serve the needs and interests of the community the Station serves. Programmer will transmit its Programs to BIC’s transmitting facilities for the Station and ensure that the Programs meet technical and quality standards at least equal to industry standards for similar radio stations. Programmer shall comply with all rules, regulations, policies and guidelines of the Station and the FCC and all applicable laws. During the Term, BIC will not enter into any other time brokerage, joint sales, program provision, local marketing or similar agreement relating to the Station with any person or entity other than Programmer, except with respect to the Retained Programming Time.

3. **BIC’s Broadcasting Obligations.** In return for the payments to be made by Programmer hereunder, BIC shall broadcast, or arrange for the broadcast of, the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 7 below and to the right of BIC to reject any Program or Programs which do not meet the technical and quality standards described in Section 2 above.

4. **Advertising Sales; Accounts Receivable.**

4.1 New Accounts. Subject to BIC's ultimate authority as an FCC licensee of the Station, Programmer will have the exclusive right to determine the nature and content of sponsorship mentions and/or development messages on the Station. Subject to the provisions of Section 4.3 below, Programmer shall be entitled to all revenue from listener donations and/or pledges and revenues received from sponsorship mentions or development messages on the Station, regardless of when or by whom such revenue is collected.

4.2 Accounts Receivable. BIC shall be solely responsible for the collection of its accounts receivable from operations of the Station prior to the Commencement Date. Should any moneys from said accounts receivable come into the possession of Programmer, Programmer shall remit all such moneys to BIC as soon thereafter as is practicable.

4.3 Prorations and Adjustments. Except as otherwise provided herein, as of 12:01 A.M. local time on the Commencement Date, all operating income (meaning all operating revenues less all operating expenses as such amounts are calculated in compliance with generally accepted accounting principles ("*GAAP*"), except with regard to any materiality limitations or qualifications imposed thereby) but excluding depreciation of property, plant and equipment, amortization of definite-lived intangibles, and impairment charges, if any, relating to goodwill and FCC licenses, arising from the conduct of the business and operations of the Station will be prorated between BIC and Programmer in accordance with GAAP. Such prorations shall be based upon the principle that BIC is entitled to all operating revenue earned and is responsible for operating expenses accruing in connection with the Station's operations, contracts and other agreements prior to the Commencement Date, and Programmer is entitled to such operating revenue earned, and is responsible for such operating expenses (but excluding depreciation of property, plant and equipment, amortization of definite-lived intangibles, and impairment charges, if any, relating to goodwill and FCC licenses) accruing on and after the Commencement Date so long as this Agreement remains in effect. All special assessments and similar charges or liens imposed against the Station's interests in real estate and/or equipment in respect of any period of time up to the Commencement Date, whether payable in installments or otherwise, shall be the responsibility of BIC,

and amounts payable with respect to such special assessments, charges or liens in respect of any period of time during the Term shall be the responsibility of Programmer, and such charges shall be adjusted as required hereunder. There will be no proration for any amounts paid to BIC by a national sales representative company for entering into a national sales representative agreement. Within sixty (60) days after the Commencement Date, Programmer and BIC shall deliver to each other a statement of proposed apportionments based on the foregoing provisions of this Section 4.3. Programmer and BIC shall use reasonable efforts to finalize all apportionments within ninety (90) days after the Commencement Date (the "*Payment Date*") but will exchange other apportionment statements as may be required up to and through one hundred eighty (180) days after the Commencement Date, and Programmer shall pay to BIC, or BIC shall pay to Programmer, any amount due as a result of the adjustment(s). If a Party disagrees with an apportionment statement of the other Party, it must notify the other Party in writing of its disagreement within thirty (30) days of receipt of such apportionment statement and such dispute notification shall specify in detail the items of disagreement and the reasons for disagreement. If, within the 30-day period provided above, either Party disputes the other's determination, or if during the 30-day period after delivery of a statement of determinations or payment, either Party determines that any item included in the apportionments is inaccurate, or that an additional item should be included in the apportionments, the Parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the Parties. Each Party will provide the other with reasonable access to the Party's related books, records and work papers relating to the Station for purposes of confirming any statement of determination or payment. In the event that the Parties have a dispute relating to this Agreement, the Dispute Resolution provisions set forth in Section 2.5(f) of the Purchase Agreement shall apply. Such decision regarding the dispute shall be binding upon the Parties. All amounts due pursuant to this subsection that are not paid by the Payment Date shall bear interest from the Payment Date until paid at a rate per annum equal to the prime rate as of the Payment Date (as published in the Money Rates column of *The Wall Street Journal*), plus four percent (4%).

5. **Term Payments.** For the rights granted to Programmer under this Agreement, Programmer agrees to pay BIC the amounts at the times set forth in Schedule 5 hereto.

6. **Delivery a Condition to Broadcast of Programs.** The Station shall begin broadcasting the Programs in accordance with Section 3 above no later than the Commencement Date.

7. **Operation, Ownership and Control of the Station.** Notwithstanding anything to the contrary in this Agreement, as long as BIC remains the licensee of the Station, BIC will have full authority, power and control over the operation of the Station (including finances, personnel and programming) during the Term, including determinations as to the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws. All employees of Programmer present at the Station or on their premises must comply with the reasonable policies and rules promulgated by BIC. In no event shall Programmer, or Programmer's employees, represent, depict, describe or portray Programmer as the licensee or operator of the Station. Programmer shall cooperate with BIC in promptly responding to all mail, cables, telegrams or telephone calls directed to the Station in connection with the programming provided by Programmer or any other matter relevant to the responsibilities of a licensee of the Station. Promptly upon receipt, Programmer shall provide copies of all such correspondence to BIC so that a copy thereof can be placed in the Station's public inspection file. Programmer shall promptly advise BIC of any public or FCC complaint or inquiry known to Programmer concerning such programming, and shall provide BIC with copies of any letters to Programmer from the public, including complaints concerning such programming. BIC shall control all matters or inquiries relating to FCC complaints and any other matters required to be responded to by a licensee of a station under the rules and regulations of the FCC. Programmer will provide, at its own cost and expense, such assistance therefore as reasonably requested by BIC. Without limiting the generality of the foregoing:

- (a) The General Manager of the Station will report to BIC and will direct the day-to-day operations of the Station under the direction and control of BIC in a manner consistent with the rights and responsibilities of BIC

and Programmer under this Agreement. The General Manager shall have no employment, consulting, or other relationship with Programmer. Programmer is not obligated to pay or reimburse BIC any portion of the General Manager's salary, benefits or other compensation to which he is entitled.

- (b) One full-time or two part-time employees, as determined by BIC, shall assist the General Manager in running the day-to-day operations of the Station and in maintaining the Station's broadcast equipment and facilities. Programmer is not obligated to pay or reimburse BIC any portion of such employees' salary, benefits or other compensation to which he is entitled.
- (c) BIC shall control the policies, finances, programming and operations of the Station, including the right of discretion to preempt any programming or advertising (including sponsorship mentions and development messages). BIC may (a) reject or refuse Programs which BIC believes to be unsuitable or contrary to the public interest or (b) substitute a program (or programs) which BIC believes to be of greater local or national importance. However, BIC represents and agrees that preemption shall only occur to the extent necessary to comply with obligations imposed by the FCC on BIC as an FCC licensee and the right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of BIC.
- (d) BIC hereby reserves the right to refuse to broadcast any Program containing matter which is violative of, or which BIC reasonably believes violates, or which a credible third party claims to violate, any right of any credible third party, or which may constitute a personal

attack, as that term has been defined by the FCC. BIC also has the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC. BIC further has the right to preempt any Program in the event of a local, state or national emergency. BIC has the right to delete any commercial announcements, sponsorship mentions and development messages that do not comply with the requirements of the FCC's sponsorship identification policy set forth in 47 C.F.R. Section 73.4242, as this policy may be changed from time to time by the FCC.

- (e) BIC shall control the Station's compliance with the FCC's rules, regulations and policies with respect to (i) the ascertainment of community needs and problems, (ii) the broadcast of programming responsive to such needs and problems, (iii) the preparation and timely placement in the Station's public inspection files of such material as required by FCC regulations, including, without limitation, programs broadcast that treat significant issues, (iv) the maintenance of the Station's public inspection files, and (v) the FCC's technical operating requirements and main studio requirements.
- (f) BIC shall control all steps necessary or appropriate to maintain the FCC Authorizations. In the event that Programmer shall cause to be broadcast on the Station material the broadcast of which (i) subjects BIC to a material risk of sanction, forfeiture or other penalty imposed by the FCC or other regulatory authority, or (ii) creates a material risk that the FCC Authorizations will not be renewed in the ordinary course or will be revoked, BIC shall be entitled to terminate this Agreement upon two days' notice to Programmer. It is expressly understood that the

termination rights provided in this Section 7 are provided solely for the purpose of protecting the FCC Authorizations and accordingly, BIC hereby covenants that such termination rights shall be invoked only to the extent necessary to protect the FCC Authorizations and shall not be exercised in an arbitrary manner or for the commercial advantage of BIC. The termination rights provided in this Section 7 shall be subject to the cure periods provided by Section 14.3 hereof.

8. Maintenance of Signal. Subject to reasonable operational downtime consistent with customary engineering practices, BIC shall maintain or cause to be maintained the operating power of the Station at the levels authorized by the FCC for the Station throughout the Term and shall repair and maintain the Station's tower and transmitter sites and equipment in good working order.

9. Music Licenses. During the Term, Programmer shall maintain in full force and effect all music licenses with respect to the Station, except with respect to programming aired during the Retained Programming Time.

10. Programs.

10.1 Production of the Programs. Programmer agrees that the content of the Programs it transmits to the Station shall conform to all FCC rules, regulations and policies. BIC acknowledges that BIC's right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever shall, as between BIC and Programmer, be and remain vested in Programmer.

Programmer shall indemnify, defend and hold harmless BIC, the Station, and BIC's affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from the actions of Programmer involving Programs broadcast on the Station (or transmitted over the Internet) that are furnished by Programmer, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of

trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act of 1934, as amended (the “*Communications Act*”), or the rules and regulations of the FCC.

BIC shall indemnify, defend and hold harmless Programmer, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys’ fees (at trial and on appeal) and the cost of defense, arising out of any programming or other matter broadcast by the Station other than the Programs, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act or the rules and regulations of the FCC.

The indemnification provisions of this Section 10.1 shall survive the termination of this Agreement.

10.2 Political and Issue Advertising. As BIC must oversee compliance with the political broadcasting rules of the FCC, such as equal opportunities, lowest unit charge, and reasonable access to political candidates, Programmer shall cooperate with BIC to comply with political broadcast matters, and shall supply such information promptly as may be necessary to comply with the political time recordkeeping and public file filings, lowest unit charge requirements and other provisions of federal law, including the Bipartisan Campaign Reform Act, relating to political and issue advertising.

11. Expenses and Access. During the Term, Programmer will be responsible for all expenses required for the performance of its obligations under this Agreement.

Notwithstanding any other provision hereof to the contrary but subject to any reimbursement obligation under Schedule 5, during the Term, BIC will be responsible for all expenses required for the performance of its obligations under this Agreement, including: (a) the salaries, benefits and similar expenses for those employees of the Station identified in Section 7 above; (b) federal, state and local income and franchise taxes applicable to BIC; (c) capital expenses with respect to the Station’s

transmission facilities; (d) rent; (e) utilities; (f) maintenance and repairs with respect to the Station's transmission facilities; (g) insurance; and (h) ad valorem property taxes.

Programmer grants to BIC non-exclusive access to Programmer's studios and the offices during the Term for the use by the General Manager of the Station and any other employees of BIC as described in Section 7 above as necessary for such BIC employees to carry out their responsibilities under this Agreement, including maintenance of the Station's public inspection file.

12. Employees. Pursuant to the Purchase Agreement, Programmer shall not be acquiring the services of or hiring any of the Station's or BIC's employees and Programmer shall be solely responsible for the hiring of its own employees.

13. Call Signs. BIC will retain all rights to the call letters for the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement in a form satisfactory to BIC at the beginning of each hour of such Programs to identify the Station, as well as any other announcements required by the rules and regulations of the FCC. BIC and Programmer shall cooperate with each other to apply for and pursue FCC approval to change the call letters of the Station to new call letters of Programmer's choice (subject to availability and subject to the approval of BIC, which approval shall not be unreasonably withheld) and such call letter change shall be effective on the Commencement Date or as soon as possible thereafter.

14. Events of Default; Termination.

14.1 Programmer's Events of Default. The occurrence of any of the following may be deemed by BIC to be an Event of Default by Programmer under this Agreement:

- (a) Programmer fails to make timely payments in full as provided for in Section 5 of this Agreement;
- (b) Programmer fails to observe or perform any other covenant, condition or obligation contained in this Agreement in any material respect; or

- (c) Any representation or warranty made by Programmer under this Agreement is determined to be untrue at the time of its making in any material respect.

14.2 BIC's Events of Default. The occurrence of any of the following may be deemed by Programmer to be an Event of Default by BIC under this Agreement:

- (a) The Station fails to broadcast the Programs under the terms of this Agreement (except that the Station shall be entitled to exercise all of its rights pursuant to Sections 3 and 7 above);
- (b) BIC fails to observe or perform any covenant, condition or obligation contained in this Agreement in any material respect; or
- (c) Any representation or warranty made by BIC under this Agreement is determined to be untrue at the time of its making in any material respect.

14.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured.

14.4 Termination. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14.3, a Party that is not then in material default under this Agreement may terminate this Agreement, effective immediately upon written notice to the defaulting Party. This Agreement shall terminate without further action by either Party upon the termination (pursuant to the Purchase Agreement) or consummation of the Purchase Transaction.

14.5 Liabilities Upon Termination. If this Agreement terminates other than as a result of the closing in its entirety of the Purchase Transaction, Programmer shall be responsible for all liabilities, expenses, debts and obligations of Programmer accrued from the purchase of air time and/or transmission services and all Programmer's programming on the Station, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for BIC's federal, state and local

tax liabilities associated with Programmer's payments as provided for herein or other liabilities, debts and obligations which are the responsibility of BIC as set forth herein. Upon termination of this Agreement, the costs and expenses of the Station shall be prorated to the effective termination date of this Agreement. After the effective date of termination of this Agreement, in no event shall BIC be under any obligation to make available to Programmer any broadcast time or broadcast transmission facilities.

15. Authority. BIC and Programmer each have the corporate power to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Neither the execution, delivery, nor performance by BIC or Programmer of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which BIC or Programmer, respectively, is a party or by which any of them is bound. The execution and delivery of this Agreement by Programmer has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by both BIC and Programmer and constitutes a legally valid and binding obligation of each such entity, enforceable against each entity in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors rights generally or equitable principles.

16. Modification and Waiver; Remedies Cumulative; Survival. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of BIC or Programmer in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a Party may otherwise have. The rights of each Party hereunder shall survive the termination of this Agreement as to the covenants and obligation to pay, indemnify or reimburse as provided herein.

17. Assignability; No Third Party Rights. No Party may assign any of its rights or delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party

hereto and except as contemplated by Section 17 of the Purchase Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

18. Construction. This Agreement will be construed in accordance with the laws of Utah without regard to principles of conflicts of laws.

19. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

20. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, five days after being mailed by certified mail, one day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile or e-mail, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to BIC:

Bonneville International Corporation
Broadcast House
55 North 300 West
Salt Lake City, Utah 84180
Attention: President
Fax No.: (801) 575-7567
E-mail: breese@bonneville.com

With a copy to:

Bonneville International Corporation
Broadcast House
55 North 300 West
Salt Lake City, Utah 84180
Attention: General Counsel
Fax No.: (801) 575-7509
E-mail: dredd@bonneville.com

If to Programmer:

IHR Educational Broadcasting
7956 California Avenue
Fair Oaks, California 95628
Attention: Douglas M. Sherman, President
Fax No.: (916) 535-0504
E-mail: dougs@ihradio.org

With a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, D.C. 20018-0577
Fax No.: (410) 626-1794
E-mail: dkellyfcclaw1@comcast.net

21. Entire Agreement. This Agreement embodies the entire agreement and supersedes all prior oral or written understandings between the Parties with respect to the subject matter of this Agreement; provided, however, that BIC and Programmer acknowledge that this Agreement does not supersede those portions of the Purchase Agreement addressing matters other than those specifically addressed in this Agreement.

22. Relationships of Parties. Neither BIC nor Programmer will be deemed to be the agent, partner, or representative of the other Party to this Agreement, and neither Party is authorized to bind the other to any contract, agreement or understanding.

23. Force Majeure. The failure of any Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefor. Programmer and BIC each agrees to exercise its best efforts to remedy the conditions of this Section 23 as soon as practicable.

24. Subject to Laws; Partial Invalidity. The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The Parties agree that BIC and Programmer shall promptly file or cause to be filed a copy of this Agreement

with the FCC as required by FCC rules. If any provision in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal or unenforceable provision, provided that this provision shall not apply and will not excuse Programmer's failure to comply with the provisions of Section 73.3555 of the FCC's rules.

In connection with the performance of this Agreement, Programmer shall comply with all applicable FCC rules and regulations.

25. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provisions.

26. Certification - FCC Rules. Pursuant to Section 73.3555 of the FCC's rules, the Parties certify as follows:

- (a) BIC certifies that it shall at all times maintain ultimate control of the Station's facilities, including, specifically, control over the Station's finances, personnel and programming; and
- (b) Programmer certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's rules.

27. Payola and Plugola. Programmer shall provide to BIC in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to BIC by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with applicable FCC rules and regulations. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related FCC rules.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

IHR EDUCATIONAL BROADCASTING

By: *D. J. Sherman*

Its: *PRESIDENT*

BONNEVILLE INTERNATIONAL CORPORATION

By: _____

Its: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

IHR EDUCATIONAL BROADCASTING

By: _____

Its: _____

BONNEVILLE INTERNATIONAL CORPORATION

By: 

Its: PRESIDENT/CEO