

ASSET SALE AGREEMENT

THIS AGREEMENT, made this 28 day of November, 2011, hereinafter referred to as the ("Agreement"), by and between Monroe Public Schools, hereinafter referred to as ("MPS"), and Monroe Public Access Cable Television, hereinafter referred to as ("MPACT").

WHEREAS, MPS holds a Federal Communications Commission ("FCC") license to operate non-commercial, educational, radio broadcast station WYDM-FM (97.5 MHz) at Monroe, Michigan, and

WHEREAS, subject to the terms and conditions set forth herein, MPS agrees to assign to MPACT and MPACT agrees to acquire from MPS, all rights, title and interest in the FCC license to operate WYDM-FM and certain associated broadcast transmitting equipment.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. MPS will sell its FCC broadcast license for WYDM-FM to MPACT for Twenty-Five Thousand Dollars (\$25,000.00). Payment will be made from MPACT to MPS at Closing once FCC approval for the WYDM-FM license assignment is secured, as described below.
2. Included in the sale price is all of the equipment which is the property of MPS and used in the broadcasting of WYDM-FM and now contained in the rooms commonly referred to as "the radio station." Those items will be removed from the Monroe High School C Wing location by MPACT or its agents, which shall be supervised by an authorized MPS representative, within 30 days of the FCC approved assignment of the license in concert with the Closing, or by a date which is agreed to by both parties, if removal will be later than the Closing. No removal of MPS's property is to take place before FCC approval is secured.
3. Removal of any equipment which is claimed to be the property of Monroe County Community College ("MCCC") will be at the signed approval and with the liability of MCCC. Equipment claimed to be MCCC property will be removed by MCCC personnel or designee(s) to a destination determined by MCCC.
4. The WYDM-FM assignment transaction will be handled by an individual or company familiar with FCC transactions and said individual or company fees will be split equally by MPS and MPACT.
5. After assignment of the WYDM-FM license has consummated, MPACT will bear all costs of operations of WYDM-FM, including license fees (if any) and personnel costs. MPS will not be responsible for any costs of operating WYDM-FM after assignment of the FCC license has consummated. Both the MPS and MPACT agree that the MPS has retained no rights of reversion of the WYDM-FM license, no right to the reassignment of the license in the future, and has not reserved the right to use the facilities of station in the future for any reason whatsoever.
6. Closing shall take place at a mutually agreeable place and time, not more than five (5) business days subsequent to the date that FCC Consent has become final and not subject to review or reconsideration by the FCC or by any court, provided, however, that, in the event of any post-grant protest of the Application, either MPS or MPACT shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has

become a Final Order, as defined below. If a pre-finality Closing Date is established, MPACT and MPS will execute an unwind agreement containing terms mutually satisfactory to the parties. The date on which the Closing is to occur is referred to herein as the "Closing Date" or "Closing."

7. "Final Order" means an Order of the FCC granting its consent and approval to the assignment of the Construction Permit and any related authorizations from MPS to MPACT, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

8. Upon the filing of the FCC assignment application, MPS shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the FCC Rules. If requested by MPACT, MPS shall provide MPACT with evidence of MPS's compliance with the Legal Notice requirements.

9. Upon Closing, MPACT will take ownership of and liability for the WYDM tower structure, antenna and transmitter and assume all costs of maintenance and upkeep, including electricity costs for continual broadcasting if those costs can be determined. The tower, antenna and transmitter will remain in place at Monroe High School ("MHS"). MPS will be allowed free use of the tower for its district radio repeater and any other radio use by MPS that is approved by MPACT for so long as MPACT owns the tower. Any movement of the equipment is subject to approval by both parties and MPACT will assume total fiscal responsibility for physical transfer of the equipment. MPS will allow MPACT reasonable access to the transmitter and antenna for repairs and maintenance. MPACT will endeavor to do all regularly scheduled repair and maintenance work on the tower, antenna and transmitter during regular business hours at Monroe High School. Emergency work will be addressed as the situation dictates. For emergency or after-hours repairs, MPACT will contact the MPS Operations 24-7 line (number to be supplied) for access to the grounds and building. The on-call Operations representative will respond in a timely manner as in other emergency situations. MPACT will also be granted the right to connect a signal to the transmitter at MPACT's cost.

11. MPACT shall indemnify, hold harmless and defend MPS, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from any accident, injury or damage which shall occur regarding any of the equipment referenced herein, to the extent that such actions are not caused by the sole negligence of MPS, its Board of Education, or its employees.

12. MPACT assumes responsibility and liability for all programming, current and future, and assumes all license responsibilities and liability in the delivery of that programming. Continued programming which involves MPS will include MHS football, MHS basketball, MHS hockey and other MHS sports, if designated by both MPACT and MPS as interested in participating. Persons used in on-air roles for MHS sports will be approved by MPS no later than one week prior to the scheduled event. When possible, MPACT will give priority to using MHS students or alumni in the broadcasting of MPS events. MPACT and MPS hereby acknowledge that WYDM-FM is licensed by the FCC as a noncommercial broadcast station and, therefore, the programming and operations of WYDM-FM must comply with Section 399B of the Communications Act and Section 73.503(d) of the FCC's Rules which strictly prohibit WYDM-FM from broadcasting announcements that promote the sale of goods and

services of for-profit entities.

13 In the event that MPACT elects to use student images, the parties hereby agree that no images of students, staff or employees of MPS may be used in any marketing materials or any MPACT broadcasting without the MPS Superintendent's approval, in his or her sole discretion.

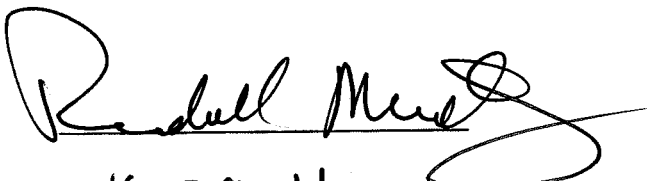
14. This Agreement must be approved by the MPS Board of Education and the MPACT Board of Directors for it to be in full force. This Agreement will be in full force after it is signed by accredited representatives of both MPS and MPACT. This Agreement may be revisited or revised upon written approval executed by both MPS and MPACT.

15. This Agreement contains the entire agreement and understanding between the Parties. Other representations, promises, agreements or understandings, written or oral, not herein contained are without any force or effect. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged into the Agreement.


16. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Michigan applicable to agreements made and to be performed wholly within such State.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective as of the day and year first above written.

MONROE PUBLIC SCHOOLS


11-29-11

**MONROE PUBLIC ACCESS CABLE
TELEVISION**


Bill LaVoy
Executive Director