

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made this 23rd day of August 2010, by and between Positive Alternative Radio, Inc. ("Seller") and Hampton Roads Educational Telecommunications Association, Inc. ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the Federal Communications Commission ("FCC") licensee of noncommercial radio Station WJCN(FM), Channel 211, FCC Facility Identification Number ("FIN") 91505, Nassawadox, Virginia (the "Station"); and

WHEREAS, Seller desires to sell the Station license and related Station assets to Buyer, and Buyer desires to purchase the Station license and related Station assets from Seller.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Buyer and Seller, 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, Seller agrees to sell and Buyer agrees to purchase 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 Seller 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. **Real Property.** The ground lease for the transmitter site, covering the real property and improvements at the Station's licensed transmitter site, located 0.1 km southwest of Route 676, 0.3 km east of US 13 (FCC Antenna Structure Registration No. 1047633), 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 Seller is a party or which are binding upon Seller and which relate to or affect the Assets or the business or operations of the Station on or after the Closing Date, and which Buyer agrees to assume in writing such contracts as of the Closing Date, and such other contracts entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume (collectively, the "Assumed Contracts"); and

e. **Records.** All records required by the FCC to be kept by the Station and copies of all other business records which directly relate to or directly affect the Assets and which belong to Seller 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 Seller 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 Seller’s assets and other property not specifically included in Sections 1(a) to 1(e) above and the Schedules to this Agreement.

2. Consideration.

a. Price. The price (“Purchase Price”) for the Assets shall be Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) to be paid by Buyer to Seller in the form of certified funds or wire transfer at the Closing.

b. FM Translator Site Lease. In addition to the Purchase Price, Buyer shall, as further consideration for its purchase of the Assets, lease to Seller space on the Buyer’s tower (FCC Antenna Structure Registration Number 1239759) for the operation of Seller’s FM translator station W261CN, FCC FIN 18874, pursuant to a lease agreement (the “Translator Tower Lease”) in a form substantially similar to that set forth in Schedule 2(b) hereto.

c. Escrow. Within five (5) business days following execution of this Agreement, Buyer shall pay a deposit of Twenty-Three Thousand Seven Hundred Dollars (\$23,700.00) (the “Deposit”) of the Purchase Price. The Deposit shall be deposited with a mutually acceptable escrow agent, pursuant to an Escrow Agreement in the form set forth in Schedule 2(c) hereto. Subject to Section 21(d) of this Agreement, the Deposit shall serve as Seller’s exclusive remedy if Buyer fails to proceed to closing due to a material default by Buyer. Buyer shall retain the Deposit if there is a material default by Seller. The total amount of the Escrow Deposit (\$23,700.00) shall be applied to the Purchase Price at Closing. All interest earned on the Escrow Deposit shall accrue to Buyer, pursuant to the Escrow Agreement.

d. Prorations and Adjustments. All taxes, prepayments (to the extent Buyer obtains the asset for which such prepayment was made), deposits, utility charges, and Assumed Contracts of the Station shall be prorated between Buyer and Seller as of 12:01 a.m. Eastern Time on the Closing Date. Insofar as feasible, prorations under this paragraph shall be determined and paid on the Closing Date, with a final accounting of prorated items, and the sum due from one party to another pursuant to this proration paid, within sixty (60) days after the Closing Date.

3. Liabilities Assumed and Excluded.

a. Assumed Liabilities. Buyer shall assume, pay, and perform in due course the liabilities of Seller 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, Buyer does not assume nor shall Buyer be obligated for any other liabilities or responsibilities whatsoever of Seller or arising from or related to Seller'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, Seller will continue to operate the Station in the ordinary course of business.

b. Seller 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. Seller will not, without the prior written consent of Buyer: (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.

d. Seller shall have the right and the obligation to take any and all actions, and make any and all filings with the FCC, to change the call sign of the Station to be effective at or prior to Closing. Seller shall notify Buyer prior to any such change and Seller and Buyer shall cooperate to choose a new call sign for the Station.

e. Upon mutual agreement, Buyer and Seller shall execute and implement a management agreement (the "Management Agreement"), under which the Buyer will provide suitable programming for the Station from the execution of this Agreement until the Closing, unless otherwise agreed by the parties.

5. FCC Approval.

a. FCC Approval Required. Consummation of the sale (the "Closing") is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer or Seller, to the assignment from Seller to Buyer of all FCC authorizations of Seller 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. Buyer and Seller 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. Closing Date and Place. The Closing shall take place on a mutually acceptable date (the “Closing Date”) proposed by Buyer and agreed to by Seller no later than thirty (30) business 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 Buyer and Seller may select by mutual agreement.

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

a. Organization and Standing. Seller is a legally formed and constituted non-profit corporation, in good standing under the laws of the State of Virginia, 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. Seller has obtained the approval of its Board of Directors or other entities 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 Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller 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. Seller on the Closing Date will hold current and valid authorizations from the FCC which are necessary for Seller to own and operate the Station. No action or proceeding is pending or, to the knowledge of the Seller, 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 (i) Seller 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)

Seller 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) Seller has maintained its local public inspection file in material compliance with FCC requirements, and Seller 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 Buyer under any applicable law or regulation.

e. Absence of Conflicting Agreements. Seller 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 Seller 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 Seller; (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 Seller; 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 Seller is a party or by which Seller may be bound.

f. Good Title to Properties. Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all Assets being assigned to Buyer. 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 Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the Assets being assigned to Buyer or the Station's technical facilities, or which would prevent or adversely affect the ownership, use, or operation of the Station by Buyer.

h. Assumed Contracts. All Assumed Contracts are valid, binding, and enforceable by Seller in accordance with their terms. Neither Seller nor, to Seller'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 Seller, Seller has received no notice of breach or default from any other party thereto, and Seller 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 Seller in this Agreement, or any statement or certificate furnished by, or to be furnished by, Seller to Buyer 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. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants on the date hereof and on the Closing Date as follows:

a. Organization and Standing. Buyer is a legally formed and constituted non-profit corporation, in good standing under the laws of the State of Virginia, possesses all corporate power necessary to own and operate Station and to carry out the provisions of this Agreement and has or will have the authority and financial capability to acquire the Assets.

b. Binding Obligation. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer 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 Buyer 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 Buyer'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 Buyer; (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 Buyer is a party or by which Buyer may be bound.

d. Buyer's Qualifications. Buyer 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. Buyer knows of no fact that would, under existing law and the existing rules, regulations, policies and procedures of the FCC disqualify Buyer as assignee of the FCC Licenses or as the owner and operator of the Station.

e. Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to or to be furnished by the Buyer to Seller 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 Seller until the Closing Date, and after Closing upon the Buyer.

9. Access to Information. Seller 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 Seller, to Buyer or its designated representatives to review Seller's Assets and technical facilities which pertain to the Station. After execution of this Agreement and until Closing, Seller shall

affirmatively and promptly disclose to Buyer any material matters affecting the Station of which Seller may become aware, including claims made and contract obligations to be entered into by Seller, which Buyer may agree to assume as set forth in Section 1(d).

10. Expenses. Buyer and Seller 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. Seller shall pay all taxes required by Seller to pay as a result of the transaction. Buyer and Seller shall split the FCC application filing fee due, if any, related to the transaction. Seller acknowledges that Buyer, at Buyer's sole cost and expense, may make a lien, tax, and judgment search on the Assets if Buyer desires to conduct such a search, such searches having been made no earlier than fifteen (15) days prior to the Closing Date.

11. Indemnification by Seller. Seller shall indemnify and hold harmless Buyer and any of Buyer's officers, trustees, employees, agents, successors, and permitted assigns against and in respect of any and all liabilities, obligations, claims, and demands (including reasonable attorney's fees) (hereinafter collectively "Claims") arising out of or related to (i) Seller'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 Seller of this Agreement; (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein; and (iv) any Excluded Assets set forth in Section 1(f) or Excluded Liabilities.

12. Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller and any of Seller's officers, trustees, employees, agents, successors, and permitted assigns against and in respect of any and all liabilities, obligations, claims, and demands (including reasonable attorney's fees) (hereinafter collectively "Claims") arising out of or related to (i) Buyer'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 Buyer of this Agreement; and (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

13. Conditions Precedent to Buyer's Obligation to Close. Buyer 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, Seller 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.

b. Seller 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. Seller shall hold a valid, current, and unexpired FCC license for the Station.

d. The representations and warranties of Seller 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.

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 Buyer from consummating the transactions contemplated by this Agreement.

14. Special Condition Precedent to Buyer's Obligation to Close.

a. Buyer shall not be obligated to close under this Agreement unless and until an authorization to modify the Station's facility, substantially similar to that granted in the construction permit in FCC File No. BPED-20070711ABR (the "2007 Modification Permit") has been granted. Buyer and Seller expressly acknowledge that the 2007 Modification Permit has an expiration date of September 20, 2010. Within ten (10) business days of the execution of this Agreement, Buyer and Seller shall cooperate to file with the FCC: (i) the Seller's voluntary surrender of the Station's 2007 Modification Permit; and (ii) on the next business day following the filing of the Seller's voluntary surrender of the 2007 Modification Permit, an FCC Form 340 minor change application specifying a new transmitting site for the Station (the "New Modification Application"). Buyer's engineer shall prepare the engineering portion of the New Modification Application, and Buyer shall be responsible for the costs associated with the preparation of the application. Seller reserves the right to have the New Modification Application reviewed by an engineering consultant of its choice prior to FCC filing. The Seller shall be responsible for the online submission to the FCC of the New Modification Application.

b. Seller and Buyer acknowledge that time is of the essence with regard to the filings contemplated by Section 14(a) above. The New Modification Application shall be filed as soon as possible and no later than eleven (11) business days after execution of this Agreement so as not to unduly delay the consummation of the sale of the Station from Seller to Buyer as contemplated by this Agreement. Should the New Modification Application not be approved by the FCC within six (6) months of its filing, Seller and Buyer shall each have the right to terminate this Agreement pursuant to Section 21(c)(ii) of this Agreement.

15. Conditions Precedent to Seller's Obligation to Close. Seller 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, Buyer 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.

b. Buyer 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 Buyer 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. Buyer shall have obtained all necessary organizational approval of its Board of Directors or other entities 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 Buyer shall have been duly authorized by all necessary actions on the part of Buyer.

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 Seller from consummating the transactions contemplated by this Agreement.

16. Buyer's Performance at Closing. At the Closing, Buyer will deliver to Seller the Cash Purchase Price less the Deposit and such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement, including without limitation, joint escrow instructions to the Escrow Agent to release the Deposit to Seller.

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

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

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and Assets being conveyed and assigned herein, including without limitation, joint escrow instructions to the Escrow Agent to release the Deposit to Seller.

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) after the Closing.

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

20. Specific Performance. The parties recognize the uniqueness of the Station and the Assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law.

21. Termination.

a. Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, 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 Seller set forth in this Agreement have not been satisfied or waived in writing by Seller.

(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 Seller, that would prevent or make unlawful the Closing.

b. Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default, upon written notice to Seller, 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 Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(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 Buyer, that would prevent or make unlawful the Closing.

c. Termination by Either Party.

(i) Upset Date. 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 within twelve (12) months after public notice of the FCC's acceptance for filing of the assignment application (the "Upset Date").

(ii) Modification Application. Should the New Modification Application contemplated by Section 14 of this Agreement not be approved by the FCC within six (6) months of its filing, Seller and Buyer shall each have the right to terminate this Agreement without penalty, or may mutually agree to enter into a modified Agreement.

d. Termination Remedies. If this Agreement is terminated pursuant to subsection (a), (b), or (c) above and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets, and Seller shall instruct the escrow agent to release the Deposit to Buyer. If this Agreement is terminated by Buyer due to Seller's material breach and failure to proceed to Closing, Seller shall instruct the escrow agent to release the Deposit to Buyer and refund the Deposit to Buyer within thirty (30) days of such termination notice and Buyer shall have remedies available in law or equity, including specific performance. If this Agreement is terminated by Seller due to Buyer's material breach and failure to proceed to Closing, Seller is entitled to retain the total Deposit as Seller's exclusive remedy.

22. 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 Seller:

Positive Alternative Radio, Inc.
22226 Timberlake Road
Lynchburg, VA 24502
Attn: Barry Armstrong

with a copy to:

Cary S. Tepper, Esq.
Booth Freret Imlay & Tepper, PC
7900 Wisconsin Ave., Suite 304
Bethesda, MD 20814-3628
Telephone: 301-718-1818
Email: tepperlaw@aol.com

If to Buyer:

John Heimerl
Chief Enterprise Officer
Hampton Roads Educational Telecommunications Association, Inc.
5200 Hampton Blvd.
Norfolk, VA 23508
Telephone: 757-889-9400
Email: john.heimerl@whro.org

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.

23. 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.

24. No Inconsistent Actions. Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

25. Section 73.1150 Statement: Both the Seller and Buyer agree that the Seller 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 Seller has not reserved the right to use the facilities of the Station in the future for any reason whatsoever.

26. Maintenance of Confidences: Until after the Closing, Buyer agrees to keep confidential all information it receives or has received during the course of the negotiations in connection with the transaction contemplated herein or relating to the business operations of Seller, provided that Buyer may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. In the event that the transaction contemplated hereby is not consummated for any reason, Buyer shall promptly return to Seller all materials acquired by Buyer from Seller with respect to the Station and the associated assets and intangibles, and provide to Seller the names and addresses of any and all persons, firms or other entities who have viewed or received information with respect to the proposed sale of the Station (together with a meaningful description of the materials viewed or received by each of them). Buyer and Seller agree that the existence of this Agreement, the identity of the Station and the identities of the Buyer and Seller shall not be deemed confidential. By mutual consent in writing, Buyer and Seller may agree to release, after the filing of the FCC assignment application, a joint or separate press statement concerning the transaction contemplated by this Agreement.

27. Broker: The Seller and Buyer agree that no broker was involved in this transaction.

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

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.

POSITIVE ALTERNATIVE RADIO, INC.

By: Edward A. Baker

Title: PRESIDENT

HAMPTON ROADS EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC.

By: _____

Title: _____

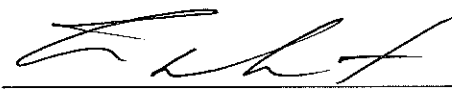
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set for above.

POSITIVE ALTERNATIVE RADIO, INC.

By: _____

Title: _____

HAMPTON ROADS EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC.

By: 

Title: Pres & CEO

Schedule 1(a): FCC Authorizations

WJCN(FM), Nassawadox, Virginia (Facility ID 91505)

Description	FCC File No.	Expiration Date
Main Station License for WJCN	BLED-20050405ABX	10/01/2011
Minor Change Construction Permit for WJCN^	BPED-20070711ABR	09/20/2010
Minor Change Construction Permit Application for WJCN*	-20100823ABI	N/A

^ Permit canceled 8/23/2010

*Authorization pending

Schedule 1(b): List of Tangible Assets

FM transmit antenna
FM receive antenna
1/2" transmission line
3/8" receive line
FM transmit filter
BEXT FM transmitter
Optimod 8000
4' rack
Remote control
Remote control interface
Rack mount receive filter
Rack mount UPS
Telephone

Schedule 1(c): Real Property

See Attached

VA10751-A
Shields Bridge



4002 N. 3300 E.
Twin Falls, ID 83301
Ph(208)734-6633 Fax(208)736-1958

August 18, 2005

Merrick Tower Corporation
Attn: James B. Murray, Jr.
Donna Rogers
"O" Court Square
Charlottesville, VA 22902

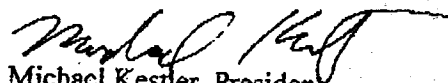
RE: Antenna Site Lease - WJCN, Nassawadox, VA

Dear Merrick Tower:

CSN International ("CSN"), Licensee of WJCN, Nassawadox, located on your tower in Belle Haven, VA, pursuant to 16. Subletting and Assignment of the above referenced Antenna Site Agreement, hereby gives notice, that an application for Assignment of Licensee, File No: BALED- 20050628ABE has been accepted for filing with the Federal Communications Commission under WJYJ, Fredericksburg. Upon grant by the FCC, CSN wishes to reassign the above referenced Antenna Site Lease to Positive Alternative Radio, Inc. ("PAR, Inc.).

Should you have any questions please contact Lois Mills at 208-734-6633 ext 206.

Sincerely,

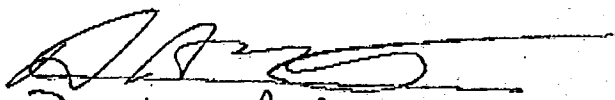

Michael Kestler, President
CSN International
Twin Falls, ID

PERMISSION TO ASSIGN LEASE

CSN International presently has a lease with Merrick Tower for tower and building space for radio station WJCN in Bellhaven, VA on the Merrick Tower.

The purpose of this letter is to grant permission to CSN International to assign the above mentioned lease to Positive Alternative Radio, P. O. Box 889, Blacksburg, VA 24063, phone (540) 853-1328.

Lessor:


Douglas A. Burns, Agent
Merrick Tower Corp.

ANTENNA SITE LEASE

THIS ANTENNA SITE LEASE ("Lease"), made as of the ___ day of March, by and between MERRICK TOWER CORPORATION, a Virginia corporation (hereinafter "Landlord"), and CSN International, a California (hereinafter "Tenant").

W I T N E S S E T H

WHEREAS, as Landlord is the owner of a certain communications tower and accessory equipment shed (hereinafter "Tower", "Shed" and "Site", collectively) more fully described as follows:

That certain Communications Tower with a height of 300', including an enclosed accessory building for equipment, which said tower and accessory building is located on the property of the Landlord at Southside of State Route 178 (Shields Bridge Road), Bellehaven (Accomack County), VA. Coordinates are Lat. N 37-33-15 and Long. W 75-49-38.

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain space on the Tower and space on the Ground, more fully described in Section 1. below:

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Tower and Ground Space. Landlord leases to Tenant, and Tenant leases from Landlord, the following described space:

- (a) Tower space. The area on the Tower for antenna(s) served by 1 1/2 line at the 150' level.

Tenant agrees to install the antenna specified in Attachment "A" and no other antenna without Landlord's prior written consent. In no event shall any antenna located on the Tower be more than 10 feet in length nor extend no more than 6 feet off the face of the Tower, and it shall not exceed a total weight of 25 pounds.

All tower work shall be done by a professional tower installation company, acceptable to Landlord and having liability insurance coverage determined by the Landlord to be adequate. All such installation shall comply with the standards set forth in Schedule "B" attached. Installation of any new electrical service or additions to existing electrical services shall be done by a licensed electrician.

Bay Tower Corporation of Virginia Beach, Virginia is acceptable to Landlord for such installation.

- (b) Ground Space. Ground space for a shed, satellite dish and routes for cables;

(1) Tenant shall provide at their own expense, a shed suitable for the protection of their equipment ("Tenant's Shed"). Installation of such shed shall in no way interfere with existing equipment located at the site. Exterior footprint of such shed shall not exceed 5 feet by five feet.

(2) Tenant shall provide a satellite dish or other means of receiving signal for transmission and place such dish on a post in the ground or other location as is mutually agreed and in such a position that the satellite or other source is visible.

(3) Tenant shall route and document power, phone lines and transmit cables as mutually agreed.

2. Term. The initial term of this lease shall be for a period of five (5) years, with two (2) automatic five (5) year options for renewal. The initial term shall commence April 1, 2005.

3. Rent. Tenant shall pay to Landlord as rental for the Site, the sum of Eight Hundred and 00/100 (\$800.00) Dollars per month, which said rent shall be paid in advance on the 1st day of each month throughout the term of this Lease.

It is understood and agreed by the parties hereto that the initial term of this lease is for a period of five (5) years, however, there will be an adjustment to the base rent annually for each year including any renewal period. Such adjustment shall provide for monthly installments of the original \$800.00 per month during the initial term an annual escalation of 3% per year for the duration of the lease and any extensions.

If rent is not paid by the 10th day of each month, a late fee shall be assessed against Tenant in the amount of 20% of the overdue payment or \$50.00, whichever is greater, and Landlord may consider Tenant in default of this Lease and its obligations hereunder.

This monthly rent shall include the land lease for the location of the Tenant's Shed as specified in Paragraph 1 (b) above.

4. Taxes. Tenant shall be responsible for payment of all taxes assessed against its equipment (i.e., antennae, receivers, transmitters, shed etc.) located on Site.

5. Repairs. During the term of this Lease or any extension thereof, Landlord shall keep the Site in good condition and repair. However, notwithstanding the foregoing, Tenant shall repair any damage to the Site caused by the negligence of Tenant or Tenant's agents, servants, employees, contractors, subcontractors, licensees, and assigns, and shall surrender its portion of the Site to Landlord at the termination or expiration of this Lease in the same condition as at the commencement of the Lease, reasonable wear and tear excluded. Upon the termination of the Lease, the Tenant's Shed shall be removed by the Tenant and the site returned to a condition similar to that prior to the installation of the Tenant's Shed. Tenant shall be responsible for maintaining Tenant's Shed which shall be kept in good condition throughout the duration of the lease.

6. Insurance. Landlord shall carry insurance coverage on the Site sufficient to insure his interests herein.

During the term of this Lease, Tenant shall carry insurance in the following amounts:

Bodily Injury	-	\$500,000.00 for injury to any person, and \$2,000,000.00 for all injuries sustained.
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Property Damage - \$1,000,000.00 for damage as a result of one accident.

Rooftop Damage - \$1,000,000.00 for damage as a result of one accident.

Tenant shall, at the commencement of the Lease term and every 12 months thereafter, furnish Landlord with certificates of insurance certifying that Tenant has acquired the above specified insurance. Said certificates shall also indicate that Landlord has been named as an additional insured under each of Tenant's policies.

7. Liability: Except for claims arising out of acts caused by negligence of Landlord or its representatives, Landlord shall not be liable for injury or damage to persons or property occurring or located upon the Site, and Tenant shall defend, indemnify and save harmless Landlord and the Site, at Tenant's expense, against all liability claims, suits, damages, demands or expenses (including reasonable attorney's fees) by third persons or any legally constituted authorities, arising from or growing out of any act of negligence by Tenant or its agents, servants, contractors, subcontractors, employees, licensees or assignees relating to the installation, operation, maintenance or removal of Tenant's property or equipment on Site.

Tenant shall be responsible for ensuring that its system of operation and any equipment, antennae, etc., located on the Site meet all applicable federal, state and local laws, and all Federal Communications Commission and Federal Aviation Authority rules and regulations through the term of this Lease and any renewal term. Failure to comply with any or all such rules and regulations shall be considered a material breach of this Lease.

8. Utilities. Tenant shall pay for its pro rata share of all utility services at the Site including, but not limited to, electricity and telephone connections. To the extent separate metering is not installed at the Site, Tenant's pro rata share of electricity shall be based on the current drawn by tenant's equipment, which operates at the same level 24 hours a day. Tenant shall be responsible for the installation and maintenance of its own telephone and data connections.

9. Tenant Access to Tower. Tenant shall assure that only qualified experienced personnel shall be permitted to go upon the Tower on behalf of Tenant, and Landlord shall have the right to satisfy itself that such personnel are qualified. Tenant shall not permit anyone to go upon the Tower on behalf of Tenant unless an authorized representative of Landlord is in attendance. To the greatest extent practicable, Tenant shall schedule in advance with Landlord all occasions upon which Tenant desires to have access to the Tower. Landlord shall, however, provide Tenant with a list of personnel (and their telephone numbers) to be contacted in the event an emergency requires Tenant to have immediate access to the Tower.

10. Liens. Should any mechanic's lien or materialman's lien or any other type of lien arising out of any claim against Tenant be filed against the Property at any time, Tenant shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court or otherwise. Failure by Tenant so to discharge any such lien shall be grounds for Landlord immediately to terminate this agreement.

11. Tenant Not to Interfere with Other Tenants Operations. Notwithstanding any other provision of this Agreement, the tenancy granted hereby

does not permit Tenant to, nor shall Tenant at any time, use the Site in any way which would adversely affect or interfere with any other tenant's operations or proposed future operations of their telecommunications or broadcast system, and, in particular, Tenant shall not use the Property in any manner which would or might interfere with any other Tenant's radio transmission or reception or cause spurious radiation.

12. Radio Interference. In addition to the general provisions regarding interference set forth above, the parties shall comply with, and Landlord shall cause all other users of the Property to comply with, the guidelines relating specifically to radio transmission interference set forth in Attachment C attached hereto ("Interference Guidelines").

13. Remedying Interference. Should Tenant's use of the Site cause material interference at any time to the existing operations of any tenant or of any other party then using the Property, upon knowledge of such interference Tenant shall at its own expense immediately stop such interference and shall prevent such interference from recurring while Tenant investigates and remedies the cause of the interference. Failure so to stop such interference shall be grounds for Landlord immediately to terminate this Agreement and revoke the tenancy granted hereby.

14. Fire and Other Casualty. If the Site shall at any time during the term hereof, be damaged by fire, flood, tornado, hurricane or by the elements of any other casualty other than the negligence of Tenant and its agents, servants, employees, contractors, subcontractors, licensees, or assigns, the Tenant shall give prompt notice thereof to Landlord. In Landlord's sole discretion, it may abandon said Site, thereby terminating this Lease, or it may, at its own expense, and as speedily as circumstances permit, repair said damage and restore the Site to its condition prior to the said fire or other casualty, and during the restoration and repair period the Tenant's liability for rent shall be abated in full or partially reduced in proportion to the extent to which the damage and/or repair work interferes either totally or partially with the Tenant's normal operation of its business on Site. Rent shall also be apportioned for the month in which the damage occurs and the month in which Tenant is restored to full occupancy.

15. Cancellation Rights. In event Tenant is in default under this Lease, Landlord may terminate this Lease, and Landlord may at any time thereafter resume possession of the Site by any lawful means and remove Tenant and its equipment therefrom and hold the Site as if this Lease had not been made. Under such circumstances, Tenant shall be and remain liable for rent to Landlord to the end of the original term hereof (or to the end of the appropriate extended term under which Tenant is in possession). In addition, Tenant shall be liable for all costs incurred by Landlord in removing Tenant's equipment from the Tower and the Tenant's Shed, for Landlord's storage or disposal costs, and for all costs incurred in collecting rent and other payments due hereunder, including court costs and reasonable attorney's fees.

16. Subletting and Assignment. Tenant agrees not to assign this Lease, or sublet the Site, in whole or in part, without the prior written consent of Landlord, which consent shall not unreasonably be withheld; provided, however, in the event such assignment or sublease is approved by Landlord, Tenant shall nevertheless remain primarily responsible to Landlord for the full performance of all the terms and conditions of this Lease.

17. Renewal. There shall be two (2) automatic five (5) year renewals of the initial term unless either party gives written notice to the other at least 120 days prior to the end of the lease term of their intent to terminate.

Thereafter any renewal of this lease shall be renegotiated, on or before the end of term, at a price and available height, agreeable to both the Landlord and Tenant. If such renegotiation is not accomplished this Lease shall automatically terminate. Any holdover tenancy shall be on a month-to-month basis.

18. Successors Bound. This Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

19. Amendment. No revision, amendment or alteration of this Lease shall be valid unless made in writing and signed by the Parties.

20. Waiver. Failure or delay on the part of Landlord to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

21. Governing Law. This Lease shall be governed according to the laws of the Commonwealth of Virginia.

22. Notices. Any written notices permitted or required to be sent under this Lease shall be deemed given when deposited in United States mail, postage prepaid, as certified or registered mail, return receipt requested to the parties as follows:

If to Landlord: Merrick Tower Corporation
Attn: James S. Murray, Jr. and
Donna Rogers
P. O. Box 1465
"O" Court Square
Charlottesville, VA 22902
Telephone (434) 971-8080
FAX (434) 971-1142

If to Tenant: CSN International
Attn: Lois Mills
4002N 3300E
Twin Falls, ID 83301
Telephone (208) 734-6633
FAX (208) 736-1958

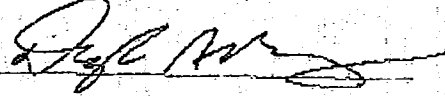
23. Entire Agreement. This Lease constitutes the final expression of the agreement of the parties; it is intended as a complete and exclusive statement of their agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with subject matter hereof.

IN WITNESS WHEREOF, the parties, or their duly authorized officers or representatives, have hereunto set their hands, as of the day and year first above written.

LANDLORD:

5

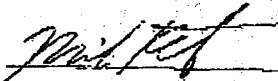
MERRICK TOWER CORPORATION



By: Douglas A. Burrell
Title: Authorized Agent

TENANT:

CSN International

 3/14/05

By: Michael Kestler
Title: President

ATTACHMENT "A"

CSN INTERNATIONAL TRANSMIT ANTENNA

The CSN Transmit antenna shall consist of one (1) Telewave ANT90D-T antenna mounted on the tower at 150 feet AGL and pointed at 190 degrees true azimuth. The antenna shall be mounted directly on the tower leg with brackets that are provided with the antenna.

ATTACHMENT "B"

CONSTRUCTION AND INSTALLATION GUIDELINES

Tenant shall:

1. Perform all construction and installation strictly in accordance with the approvals and authorizations referred to in the Agreement.
2. Obtain prior approval from Landlord as to each type of antenna bracket Tenant proposes to use upon the Tower.
3. Not attach any rustable hardware to the Tower.
4. Not paint any hardware or brackets attached to the Tower.
5. Not drill or weld upon any part of the Tower.
6. Rust-proof all rustable material in a manner approved by Landlord.
7. Not install any electronics upon the Tower.
8. Shield all base equipment within weatherproof outdoor cabinets having protective ice shields.
9. Identify all base cabinets with a weatherproof label on which Tenants' name, address, telephone number and call letters are inscribed (paper under plastic is not acceptable).
10. Identify each antenna with a metal tag fastened securely to its bracket on the Tower at the antenna level of the antenna system.

ATTACHMENT "C"

RADIO TRANSMISSION INTERFERENCE GUIDELINES

1. As used in this Attachment, the term "Interference" means any condition which constitutes interference with any person's authorized existing radio telecommunications or broadcast operation upon the Property ("Interfered-with Operation"), either (a) under the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (b) which condition causes a material impairment of the quality of sound, picture, data or other transmissions of any kind of the Interfered-with Operations in any material portion of the service area of such Interfered-with Operation as such is or may be defined by the FCC, with the degree of impairment being measured by reference to the quality of transmission which would be obtained if there were no other equipment on the Tower and no other transmissions from the Tower.
2. In the case of Interference caused by the failure of any person's installations to comply with the recommended practices of EIA or the rules and regulations of the FCC, such person shall immediately remove such installation.
3. In the case of Interference otherwise created, the last person to have made an installation of or adjustment to equipment on the Tower, which equipment is involved in the Interference, shall take all reasonable measures necessary to eliminate the Interference and, if it is not reasonable possible to eliminate the Interference, shall take all reasonable measures necessary to eliminate the Interference and, if it is not reasonably possible to eliminate the Interference, shall immediately take the offending equipment out of operation; provided, however, that if Landlord is the last such person and Tenant is the Interfered-with Operation, and Landlord cannot reasonably eliminate the Interference, then Landlord shall have grounds for terminating the Agreement to which this is attached and revoking the tenancy granted by said Agreement in which event Tenant shall be entitled to refund of any unamortized portion of the rent but neither party shall have any other obligation to the other.
4. Landlord shall enforce these guidelines against all third parties using the Tower.
5. In the event that Tenant utilizes expanded spectrum, as identified under FCC Rules Section 22.902(b)(1) and Section 22.902(c)(1), or any supplements and amendments thereto, during the term of the Agreement to which this is attached, Tenant shall cause an appropriate vendor to sell, furnish to Landlord or Landlord's other tenants, install and optimize, all at Tenant's sole expense, all filter racks necessary to abate any objectional interference to others facilities. Said equipment shall become the sole property of Landlord upon installation.

Schedule 1(d): Assumed Contracts

None, other than that provided in Schedule 1(c)

Schedule 2(b): Form of Translator Site Lease

See Attached

LEASE AGREEMENT

This Agreement (the "Lease") made this ____ day of _____ 2010, by and between Hampton Roads Educational Telecommunications Association, Inc. (hereinafter called "Lessor") and Positive Alternative Radio, Inc. (hereinafter called "Lessee").

WITNESSETH:

That in consideration of the covenants and agreements to be performed by the respective parties, and the payment of rent by the Lessee in accordance with the terms of this Agreement, the Lessor does hereby demise and let unto Lessee, its successors and assigns, certain space on the property located in Williamsburg, Virginia as more particularly described in Exhibit A hereto and made a part hereof. As used in this Agreement, the term "premises" refers to the real property above described and to any improvements located thereon.

ARTICLE 1

Term

1.1 Initial Term. The term of this Lease shall be for five (5) years, beginning upon the ____ day of _____, 2010, and ending upon the ____ day of _____, 2015 ("Initial Term").

1.2 Option to Renew and Extend Lease. The Lessor and Lessee shall have the mutual option to renew and extend the term of this Lease for two (2) additional periods of five (5) years each (the "Subsequent Terms"). To secure such Subsequent Terms, each party shall give the other written notice of its intention to renew and extend the Lease no later than sixty (60) days prior to the expiration of the Initial Term or the first Subsequent Term of the Lease, as the case may be. Such extensions and renewals, if exercised, shall be on the same terms and conditions as set forth herein, but at the rent described in Article 3 below.

ARTICLE 2

Use

Lessee will use the premises for the purpose of installing, using and maintaining equipment appropriate to the operation of FM translator station W261CN, FCC Facility ID No. 18874 (the "Translator Station"), and other appropriate receiving and transmitting apparatus.

ARTICLE 3

Rent

3.1 Initial Term. Lessee covenants and agrees to pay Lessor a rental for the premises during the Initial Term of this Lease of One dollar (\$1.00) per year.

3.2 Subsequent Terms. Should Lessee and Lessor mutually agree to renew and extend this Lease for an additional term or terms as provided in Article 1 above, the rent for the Subsequent Terms shall be Two Hundred Fifty dollars (\$250.00) per month to be payable by Lessee to Lessor and due in advance on or before the first day of each month in each of the five years of any Subsequent Terms. Lessor shall have the right to increase the monthly rent for any Subsequent Term by the lesser of three percent (3%) or the increase in the National Consumer Price Index during the immediately preceding 12-month period. As used herein, the National Consumer Price Index ("CPI") shall mean the Consumer Price Index, All Urban Consumers, U.S. City Average Area, published by the United States Department of Labor, Bureau of Labor Statistics.

ARTICLE 4

Quiet Possession

Lessor covenants that Lessee, its successors or assigns, shall have the quiet and peaceable enjoyment of the premises. Lessor covenants that it owns the premises in fee simple and that it has the full right to make this Lease.

ARTICLE 5

Taxes

Lessee shall not be obligated for any federal, state, city, county or other taxes except for such as may be levied upon or reasonably and fairly attributed to any buildings or improvements constructed by it or placed on the premises by it during the term of this Lease, which additional taxes Lessee hereby specifically agrees to pay in a timely manner. Any and all taxes levied upon the land upon which said buildings or improvements shall be constructed or placed shall be paid by Lessor.

ARTICLE 6

Utilities

Lessor and Lessee agree that Lessee will not be responsible for utilities charges during the Initial Term provided that the Translator Station operates with an effective radiated power of less than 100 watts. In the event that the Translator Station operates with an effective radiated power of 100 watts or greater during the Initial Term, Lessor agrees to either (a) pay Lessor, in addition to the Rent specified above, Fifty dollars (\$50.00) per month for utilities, or (b) at its own expense, to arrange for the installation of any additional electric power lines and any other utilities it may need for the conduct of its own operations and to be responsible for payment of all such utility charges.

During any Subsequent Term, and provided that the Translator Station operates with an effective radiated power of less than 100 watts, Lessee agrees to pay Lessor, in addition to the Rent specified above, Twenty-Five dollars (\$25.00) per month for utilities. In the event that the Translator Station operates with an effective radiated power of 100 watts or greater during any Subsequent Term, Lessor agrees to either (a) pay Lessor, in addition to the Rent specified above, One Hundred dollars (\$100.00) per month for utilities, or (b) at its own expense, to arrange for the installation of any additional electric power lines and any other utilities it may need for the conduct of its own operations and to be responsible for payment of all such utility charges.

ARTICLE 7

Insurance

It is understood that Lessee shall save the Lessor harmless from any damage or claim of damage by Lessee's operations on the premises, and in this respect it is understood that Lessee will carry its own liability and property damage insurance, in amounts judged reasonable by industry standards, against those risks usually covered by such policies issued to property owners, and that Lessee will furnish to Lessor copies of such insurance policy or policies necessary to cover Lessor under this clause.

ARTICLE 8

Tower Maintenance and Lighting

Lessor shall be responsible for tower maintenance and lighting consistent with all regulatory requirements.

ARTICLE 9

Transmission Interference

Lessee agrees to operate and maintain Lessor's facilities and equipment in such a manner as will not result in interference with the broadcasting operations or signals of Lessor or any other lessee whose equipment was installed on the tower prior to the day that Lessee installs its facilities and equipment on or in the Premises. Lessor shall take reasonable measures to ensure that all other lessees operate and maintain their stations, antenna(s), facilities and equipment located on the tower and at the property in such a manner as to avoid interference with the broadcasting operations or signal of Lessee's station and/or other activities contemplated by this Lease.

ARTICLE 10

Access to the Premises

Lessee, and its contractors, employees and invitees shall have access at all times to the premises for the purpose of inspection, operation, maintenance and repair of its equipment.

ARTICLE 11

Right to Remove Fixtures

Lessee shall have the right at any time to remove all machinery, structures and fixtures placed by Lessee on the premises provided Lessee is not then in default of any of the terms of this Lease. Lessee further agrees to remove all machinery, structures and fixtures and to restore the premises as near as may be possible to their original condition, reasonable wear and tear excepted, within a reasonable time after the termination or expiration of this Lease.

ARTICLE 12

Liens on Premises; Waste

11.1 Condition of Premises. Lessee agrees to keep the premises free and clear from mechanics' and other liens for work or labor done, services performed, or materials used or furnished for or in connection with any operations of Lessee.

11.2 Waste. Lessee shall not commit, or suffer to be committed, any waste on the premises, or any nuisance.

ARTICLE 13

Default

12.1 Subject to the provisions of Article 12.2 below, upon the happening of any one or more of the following events: (a) the abandonment or vacation of the premises by Lessee before the end of the Lease term, (b) the failure of Lessee to make any rent payment required under this Lease within thirty (30) days after receipt of written notice of default, or (c) the failure of Lessee to perform any other of its material covenants under the Lease within thirty (30) days after receipt of written notice of default, then, Lessor, upon prior written notice to Lessee as described in 12.2 below, may cancel this Lease, and Lessor shall have the right to re-enter and remove Lessee's property from the premises.

12.2 Lessee shall not be deemed to be in default hereunder in the payment of rent, the payment of any other monies as required or in the performance of any other material covenants under the Lease unless Lessor first gives to Lessee written notice of such default and Lessee fails to cure such default within thirty (30) days of receipt by Lessee of such written notice.

ARTICLE 14

Non-Exclusive Lease

The Lessor and Lessee agree that this is not an exclusive Lease Agreement, and Lessor may enter into further leasing of its premises, so long as such additional tenants do not cause interference to Lessee.

ARTICLE 15

Assignment

The Lessor and Lessee agree that this Lease shall be freely assignable and transferable by Lessor and Lessee and that the covenants herein shall extend and be binding upon their assigns, successors, executors, assigns or sublessees. No change in the ownership of the premises or assignment of rentals by the Lessor to another party shall be binding on the Lessee, so as to require it to pay rent to such transferee or assignee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. Neither sale nor other change in ownership of the premises shall terminate this Lease.

ARTICLE 16

Notices

All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by registered or certified mail, postage prepaid, addressed to the following or to any other address which the assigns or successors of Lessor or Lessee may subsequently designate:

To Lessor:

John Heimerl
Chief Enterprise Officer
Hampton Roads Educational Telecommunications Association, Inc.
5200 Hampton Blvd.

Norfolk, VA 23508

To Lessee:

Positive Alternative Radio, Inc.
22226 Timberlake Road
Lynchburg, VA 24502
Attn: Barry Armstrong

ARTICLE 17

No Waiver, Severability

14.1 No waiver of any breach of any of the terms or covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same term or covenant.

14.2 If any provision of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.

ARTICLE 18

Modification

No modification, release, discharge or waiver of any provisions of this Lease shall be of any force, value or effect unless in writing, signed by the Lessor and the Lessee, or their respective successors or assigns.

ARTICLE 19

Parties Bound

All covenants, promises, and conditions contained in this Lease, or implied by law, are covenants running with the land, and shall be attached to and binding upon the successors, assigns, executors, administrators, and legal representatives of each of the parties to this Lease.

ARTICLE 20

Whole Agreement

It is expressly understood and agreed by Lessor and Lessee that this Lease contains the whole agreement between them as of this date regarding the premises, and that there are not promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth.

ARTICLE 21

Governing Law

This Lease shall be governed by and construed under the laws of the State of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

LESSOR:
HAMPTON ROADS EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC.

By: _____

Title: _____

LESSEE:
POSITIVE ALTERNATIVE RADIO, INC.

By: _____

Title: _____

EXHIBIT A

Description of Premises

Space on the tower (FCC Antenna Structure Registration No. 1027471, located at 1118 Ironbound Road, Berkeley Middle School, Williamsburg, Virginia) for an antenna at the Radiation Center Above Ground Level of 257 feet and, if required, space on the tower for a receiving antenna (height mutually agreed by the parties) and space in the transmitter building sufficient for the operation of FM Translator Station W261CN (FCC Facility ID No. 18874).

Schedule 2(c): Form of Escrow Agreement

See Attached

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this ____ day of August, 2010, by and among Hampton Roads Educational Telecommunications Association, Inc. ("Buyer"), Positive Alternative Radio, Inc. ("Seller") and Independent Trustees, Inc. ("Escrow Agent").

RECITAL

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement (the "Purchase Agreement"), which requires that Buyer deliver in escrow to the Escrow Agent the sum of Twenty-Three Thousand Seven Hundred Dollars (\$23,700.00) (the "Escrow Deposit").

AGREEMENTS

In consideration of the above premises and the covenants and agreements contained in this Agreement, Buyer, Seller and the Escrow Agent agree as follows:

1. Appointment of Escrow Agent.

(a) Buyer and Seller each appoint Independent Trustees, Inc. as Escrow Agent to receive, hold, administer and deliver the Escrow Deposit and all interest earned thereon (collectively, the "Escrow Fund") in accordance with this Agreement, and the Escrow Agent accepts such appointment, all subject to and upon the terms and conditions set forth in this Agreement.

(b) The Escrow Agent shall invest and reinvest the Escrow Fund as directed by Buyer. The Escrow Agent shall invest the Escrow Fund only in U.S. government obligations maturing not more than 90 days from the date of purchase or in a money market account investing solely in U.S. government obligations.

2. General Intention. Buyer herewith deposits the Escrow Deposit with the Escrow Agent and the Escrow Agent acknowledges such deposit. The Escrow Agent shall dispose of the Escrow Fund in accordance with the express provisions of this Agreement and, except as required by the terms and conditions of Section 3 of this Agreement, shall not make, be required to make or be liable in any manner for its failure to make, any determination under the Purchase Agreement or any other agreement, including, without limitation, any determination of whether Buyer or Seller have complied with the terms of the Purchase Agreement or are entitled to delivery of the Escrow Fund or to any other right or remedy thereunder.

3. Release of Escrow Fund. The Escrow Agent shall release the Escrow Fund as provided in this Section 3. The term "Closing" as used in this Section 3 shall have the meaning ascribed in the Purchase Agreement.

(a) At the Closing, all amounts held by the Escrow Agent pursuant to the Escrow Agreement, including any interest or other proceeds from the investment of funds held by the Escrow Agent, shall be disbursed to Buyer upon the joint written instruction of Buyer and Seller.

(b) If the Purchase Agreement is terminated by Buyer due to Seller's material breach in accordance with the terms of the Purchase Agreement, then the Escrow Deposit,

including any interest or other proceeds from the investment of funds held by the Escrow Agent, shall be disbursed to Buyer upon the joint written instructions of Buyer and Seller.

(c) If the Purchase Agreement is terminated by Seller due to Buyer's material breach in accordance with the terms of the Purchase Agreement, then the Escrow Deposit, together with any interest or other proceeds from the investment of funds held by the Escrow Agent, shall be disbursed to Seller upon the joint written instructions of Buyer and Seller.

4. Court Order or Joint Instructions. Notwithstanding anything to the contrary in this Agreement:

(a) The Escrow Agent may deposit the Escrow Fund with the clerk of any court of competent jurisdiction upon commencement of an action in the nature of interpleader or in the course of any court proceedings involving the disbursement of the Escrow Fund. If at any time the Escrow Agent receives a final, non-appealable order of a court of competent jurisdiction or an order of an arbitrator designated in writing jointly by Buyer and Seller, directing delivery of the Escrow Fund, the Escrow Agent shall comply with the order or instructions.

(b) The Escrow Agent shall comply with written instructions signed by Seller and Buyer directing the delivery of the Escrow Fund. In this situation, the Escrow Agent's actions shall not be governed by any notice provisions or other objection period mechanisms noted above.

(c) Upon any delivery or deposit of the entire Escrow Fund as provided in this Section 4, the Escrow Agent shall thereupon be released and discharged from any and all further obligations arising under or in connection with this Agreement without further action by Buyer or Seller.

5. Partial Release of Escrow Fund. If the Escrow Agent disburses less than all of the Escrow Fund pursuant to any demand, court order, or joint instructions in accordance with this Agreement, that portion of the Escrow Fund not disbursed shall continue to be held in escrow by the Escrow Agent subject to the terms of this Agreement.

6. Escrow Agent.

(a) The Escrow Agent shall not be liable under this Agreement except for its own gross negligence or willful misconduct. Except with respect to gross negligence or willful misconduct that is successfully asserted against the Escrow Agent, Buyer and Seller shall be responsible for all liabilities, obligations, claims, demands and expenses, of the Escrow Agent (and any successor Escrow Agent), arising out of or in connection with this Agreement.

(b) This Agreement expressly sets forth all of the duties of the Escrow Agent with respect to any and all matters pertinent to this Agreement. In performing its duties hereunder, the Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice instrument or other writing delivered to it under this Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or

signature reasonably believed by it to be genuine and may assume that any person signing such instrument or purporting to give any notice hereunder has been duly authorized to do so.

(c) The Escrow Agent may act in good faith pursuant to the advice of counsel with respect to any matter relating to this Agreement, including without limitation, any determination that a court order is final and non-appealable.

(d) The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving written notice to Buyer and Seller of such resignation, specifying a date when such resignation shall take effect which date shall not be less than ten (10) days from the date of such notice. In such case, Buyer and Seller shall mutually agree upon the selection of a successor Escrow Agent hereunder. If Buyer and Seller fail to select a successor Escrow Agent, the Escrow Agent shall deposit the Escrow Fund with a clerk of a court of competent jurisdiction.

(e) The Escrow Agent shall receive for its services as escrow agent the fee of Three Hundred Dollars (\$300.00) plus reasonable expenses relating to the investment of the Escrow Fund, the fees and expenses to be borne by Buyer.

(f) The Escrow Agent is not a trustee for any party for any purpose, and is merely acting as a depository and in a ministerial capacity hereunder with the limited duties prescribed herein.

(g) The Escrow Agent may conclusively rely upon and act in accordance with any certificate, instruction, notice, letter, telegram, cablegram, or other written instrument believed to be genuine and to have been signed by the proper party or parties.

(h) The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by Buyer and Seller and indemnified to the Escrow Agent's satisfaction against the cost and expense of such defense. If any such legal proceedings are instituted against it, the Escrow Agent agrees promptly to give notice of such proceeding to Buyer and Seller. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of this Agreement or its duties hereunder, and the Escrow Agent shall incur no liability and shall be fully protected with respect to any action taken, omitted, or suffered by the Escrow Agent in good faith and in accordance with the opinion of such counsel. Buyer and Seller shall reimburse Escrow Agent for any fees incurred by Escrow Agent when seeking advice of counsel as contemplated hereby.

7. Termination. This Agreement shall be terminated upon the disbursement or release in accordance with this Agreement of the entire Escrow Fund, including the deposit of the Escrow Fund with the clerk of any court of competent jurisdiction in accordance with Section 4 by written consent signed by all parties. This Agreement shall not otherwise be terminated.

8. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, via U.S. Mail, postage prepaid, and shall be deemed to have been given on the date of receipt by the party to whom such notice is to be given, and shall be

addressed to the addressee at the address stated below, or at the most recent address specified by a written notice of change of address in compliance with the provisions of this section:

If to Seller:

Positive Alternative Radio, Inc.
22226 Timberlake Road
Lynchburg, VA 24502
Attn: Barry Armstrong
Telephone:
Email:

with a copy to:

Cary S. Tepper, Esq.
Booth Freret Imlay & Tepper, PC
7900 Wisconsin Ave., Suite 304
Bethesda, MD 20814-3628
Telephone: 301-718-1818
Email: tepperlaw@aol.com

If to Buyer:

John Heimerl
Chief Enterprise Officer
Hampton Roads Educational Telecommunications Association, Inc.
5200 Hampton Blvd.
Norfolk, VA 23508
Telephone: (757) 889-9400
Email: john.heimerl@whro.org

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@dowlohneshomes.com

To Escrow Agent:

Robert G. Hofheimer, Jr.
Independent Trustees, Inc.
One Columbus Center Suite 400
Virginia Beach, VA 23462
Telephone: 757-671-7413

Email: bhofheimer@titleassistance.com

9. Authority. Each person signing this Agreement on behalf of the indicated party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

10. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party hereto may voluntarily or involuntarily assign its interests under this Agreement without the prior written consent of the other parties hereto.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

13. Entire Agreement. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter hereof.

14. Amendments. Except as provided in Section 7, this Agreement may only be modified or terminated by a writing signed by all the parties hereto, and no waiver hereunder shall be effective unless embodied in a writing signed by the party to be charged.

15. Tax Reporting. For tax reporting purposes, all interest earned on the Escrow Fund shall be deemed to be for the account of Buyer, if applicable.

16. Conflict. In the event of any conflict between the terms and provisions of this Agreement and those of the Purchase Agreement, the terms and provisions of this Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities thereunder of Buyer and Seller.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signature Page for Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Escrow Agreement as of the date first above written.

POSITIVE ALTERNATIVE RADIO, INC.

By: _____

Title: _____

HAMPTON ROADS EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC.

By: _____

Title: _____

INDEPENDENT TRUSTEES, INC.

By: _____

Title: _____