



EDUCATIONAL MEDIA FOUNDATION

5700 West Oaks Blvd • Rocklin, CA 95765

June 20, 2016

William Blount  
Blount Communications, Inc.  
8 Lawrence Road  
Derry, New Hampshire 03038

*Re: Consent to Re-Broadcast programming of FM radio station WKVU, Utica, New York (Facility ID 54549) on FM radio translator station W267AT, Sherburne, New York (Facility ID #140739)*

Dear Sir:

This letter ("Agreement") sets forth the agreement between Educational Media Foundation, a California non-profit religious corporation ("EMF") and Blount Communications, Inc., a Rhode Island corporation ("Blount") regarding the short-term re-broadcasting of programming ("EMF Programming") from FM radio station WKVU, Utica, New York (Facility ID 54549)("WKVU") on FM radio translator station W267AT, Sherburne, New York (Facility ID #140739)("Translator"). EMF and Blount are parties to an Asset Purchase Agreement whereby Blount will acquire the construction permit for FM radio translator station W267AT, Sherburne, New York (Facility ID #140739)("Sale"). Blount hereby requests EMF's permission to re-broadcast the EMF Programming on the Translator on a short term basis after the closing of the Sale until Blount can move the Translator to a new location.

EMF hereby agrees that effective as of the date hereof, upon consummation of the closing of the Sale, Blount may re-broadcast EMF Programming on W267AT, Sherburne, New York (Facility ID #140739) (and may access the transmission facilities related to the foregoing) for a period of up to eight (8) months from the date hereof or until such earlier time as Blount moves to its new transmitter site location or this Agreement is earlier terminated by the parties.

EMF hereby consents to such re-broadcast. Blount agrees that the rebroadcast of EMF Programming will be consistent with EMF's programming of WKVU. During the term of this Agreement, Blount agrees not to include any of its own programming or content of any type other than station identification announcements, required by the FCC and will otherwise adhere to the rules and regulations of the FCC.

Neither party will pay the other any monetary consideration for the re-broadcast contemplated herein. Either party may terminate this Agreement before the end of the term on five (5) business days' notice to the other party.

Notwithstanding anything to the contrary above, Blount may interrupt the EMF Programming in order to comply with FCC rules and regulations and/or in the event, as licensee, it deems it necessary to do so in order to comply with its obligations as a licensee.

The undersigned hereby represent to the other that they have the power and authority to enter into this Agreement on behalf of their respective parties. This Agreement is binding on each party and their respective successors and assigns and may not be amended without the consent of the other party.

This Agreement may be executed in any number of counterparts transmitted by facsimile or in Adobe portable document format with the same force and effect as if all original signatures appeared on the same instrument.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RE-BROADCASTING AGREEMENT]

**IN WITNESS WHEREOF**, EMF and Isothermal have duly executed this Agreement as of the date first set forth above.

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Name:  
Title:

A handwritten signature in black ink, appearing to read "William Blount", written over a horizontal line.

AGREED:

**Blount Communications, Inc.**

By: \_\_\_\_\_  
Name: William Blount  
Title: President

[SIGNATURE PAGE TO RE-BROADCASTING AGREEMENT]

**IN WITNESS WHEREOF**, EMF and Isothermal have duly executed this Agreement as of the date first set forth above.

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED:

**Blount Communications, Inc.**

By:  \_\_\_\_\_  
Name: William Blount  
Title: President