

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT, dated as of November 20, 2012 (this "Agreement"), is by and between CEDAR COVE BROADCASTING, INC., a Colorado not-for-profit corporation ("Cedar Cove"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("EMF").

WITNESSETH:

WHEREAS, Cedar Cove is the licensee of FM translator station K202EG (FIN: 68216), Estes Park, Colorado ("K202EG") and EMF is the licensee of FM translator station K258BE (FIN: 142149), Estes Park, Colorado ("K258BE"); and

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission ("FCC"), EMF desires to acquire and Cedar Cove desires to sell certain assets and FCC licenses associated with K202EG, and EMF desires to sell and Cedar Cove desires to acquire certain assets and FCC licenses associated with K258BE.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) Cedar Cove Station.

(i) On the Closing Date (as hereinafter defined), Cedar Cove shall sell, assign and transfer to EMF, and EMF shall purchase, assume and receive from Cedar Cove, free and clear of all liens and encumbrances, the assets, properties, interests and rights of Cedar Cove of whatsoever kind and nature, which are held by Cedar Cove and used or useful in connection with the operation of K202EG (the "K202EG Assets"), as identified below (but excluding the Cedar Cove Excluded Assets described in subparagraph (iii) below):

(A) The equipment and other tangible personal property used or useful in the operations of K202EG (the "K202EG Tangible Personal Property"), identified on Schedule 1 hereto; and

(B) All of the licenses, construction permits and other authorizations issued by the FCC (collectively, the "K202EG Authorizations") to Cedar Cove in connection with the operations of K202EG identified on Schedule 2 hereto.

(ii) EMF is not agreeing to, and shall not assume any liability, obligation, or agreement of Cedar Cove of any kind, absolute or contingent, known or unknown.

(iii) Cedar Cove shall not sell, assign or transfer to EMF (i) any assets, of whatever kind or nature, which are held by Cedar Cove and used principally in connection with the operations of any station or stations other than K202EG and (ii) the assets and associated liabilities of Cedar Cove under all contracts, leases and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Cedar Cove relating to the business of K202EG (the "Cedar Cove Excluded Assets").

(b) **EMF Station.**

(i) On the Closing Date (as hereinafter defined), EMF shall sell, assign and transfer to Cedar Cove, and Cedar Cove shall purchase, assume and receive from EMF, free and clear of all liens and encumbrances, the assets, properties, interests and rights of EMF of whatsoever kind and nature, which are held by EMF and used in connection with the operation of K258BE (the "K258BE Assets"), as identified in below (but excluding the EMF Excluded Assets described in subparagraph (iii) below):

(A) The equipment and other tangible personal property, used in the operation of K258BE (the "K258BE Tangible Personal Property"), as identified on Schedule 3 hereto;

(B) All of the licenses, construction permits and other authorizations, issued by the FCC (collectively, the "K258BE Authorizations"), to EMF in connection with the operations of K258BE identified on Schedule 4 hereto.

(ii) Cedar Cove is not agreeing to, and shall not assume any liability, obligation, or agreement of EMF of any kind, absolute or contingent, known or unknown.

(iii) EMF shall not sell, assign or transfer to Cedar Cove (i) any assets, of whatever kind or nature, which are held by EMF and used principally in connection with the operations of any station or stations other than K258BE and (ii) the assets and associated liabilities of EMF under all contracts, leases and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by EMF relating to the business of K258BE (the "EMF Excluded Assets").

2. **Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, Cedar Cove shall transfer the K202EG Assets to EMF and EMF shall transfer the K258BE Assets to Cedar Cove. Other than the exchange of assets, no other consideration will be due to or from either party on the Closing Date, except to the extent of net prorations.

(b) The parties agree to prorate all expenses arising out of the operation of broadcasting K258BE and K202EG which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing.

3. **FCC Consent; Assignment Application.** At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, EMF and Cedar Cove shall execute, file and vigorously prosecute applications with the FCC (each an "Assignment Application," together the "Assignment Applications") requesting the FCC's consent (the "FCC Consent," together the "FCC Consents") to the assignment (i) from Cedar Cove to EMF of the K202EG Authorizations and (ii) from EMF to Cedar Cove of the K258BE Authorizations.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur ten (10) days following the date on which the FCC Consent is granted (the "Closing Date") and the other conditions to closing set forth in Section 8 have either been waived or satisfied; provided, however, if a petition to deny or informal objection is filed against any of the Assignment Applications, then the Closing Date shall be ten (10) days after both FCC Consents shall have become a Final Order, unless so waived by the parties. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail, or as the Parties may agree.

5. **Representations and Warranties of Cedar Cove.** Cedar Cove hereby makes the following representations and warranties to EMF which shall be true as of the date hereof and on the Closing Date:

(a) Cedar Cove is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Cedar Cove. The execution, delivery and performance of this Agreement by Cedar Cove will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(b) Schedule 1 hereto contains a list of K202EG Tangible Personal Property owned by Cedar Cove for use in connection with K202EG. Cedar Cove has, and will have on the Closing Date, good and marketable title to all such property. The K202EG Tangible Personal Property is in good condition and repair, ordinary wear and tear excepted.

(d) Schedule 2 hereto contains a true and complete list of the K202EG Authorizations and all other licenses, permits or other authorizations required for the operations of K202EG. Cedar Cove is the authorized legal holder of the K202EG Authorizations. The K202EG Authorizations are validly issued and are in full force and effect, unimpaired by any act or omission of Cedar Cove.

6. **Representations and Warranties of EMF.** EMF hereby makes the following representations and warranties to Cedar Cove which shall be true as of the date hereof and on the Closing Date:

(a) EMF is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by EMF. The execution, delivery and performance of this Agreement by EMF will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 3 hereto contains a list of K258BE Tangible Personal Property owned by EMF for use in connection with the operation of K258BE. EMF has, and will have on the Closing Date, good and marketable title to all such property. The K258BE Tangible Personal Property is in good condition and repair, ordinary wear and tear excepted.

(d) Schedule 4 hereto contains a true and complete list of the K258BE Authorizations and all authorizations that are required for the operations of K258BE. EMF is the authorized legal holder of the K258BE Authorizations. The K258BE Authorizations are validly issued and are in full force and effect.

7. **Covenants of the Parties.** Cedar Cove shall file an application (the "Modification Application") to modify the K202BE Construction Permit ("CP") so as to specify a Center of Radiation on the CP tower to 24 meters.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of EMF hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Cedar Cove shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Cedar Cove prior to or as of the Closing Date;

(ii) The representations and warranties of Cedar Cove 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;

(iii) The Modification Application shall have been granted,

(iv) There shall not be any liens on the K202EG Assets; and

(v) Cedar Cove shall have delivered to EMF, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

(b) The performance of the obligations of Cedar Cove hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) EMF shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by EMF prior to or as of the Closing Date;

(ii) The representations and warranties of EMF 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;

(iii) There shall not be any liens on the K258BE Assets; and

(iv) EMF shall have delivered to Cedar Cove, on the Closing Date, the documents required to be delivered pursuant to Section 9(b).

9. **Closing Deliveries.**

(a) At the Closing, Cedar Cove will execute and deliver to EMF the following:

(i) A Bill of Sale in a form so as to effectively vest in EMF good and marketable title to the K202EG Assets;

(ii) An Assignment and Assumption of the K202EG Authorizations;
and

(iii) An Assignment and Assumption of K258BE Authorizations;

(b) Prior to or at the Closing, EMF will execute and deliver to Cedar Cove the following:

(i) A Bill of Sale in a form so as to effectively vest in Cedar Cove good and marketable title to the K258BE Assets

(ii) An Assignment and Assumption of the K258BE Authorizations;
and

(iii) An Assignment and Assumption of K202EG Authorizations.

10. **Indemnification.**

(a) Following the Closing, Cedar Cove shall indemnify, defend and hold harmless EMF with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by EMF directly or indirectly relating to or arising out of: (i) the breach by Cedar Cove of any of its representations or warranties contained

in this Agreement, or failure by Cedar Cove to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the K202EG prior to the Closing and K258BE subsequent to the Closing.

(b) Following the Closing, EMF shall indemnify, defend and hold Cedar Cove harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Cedar Cove directly or indirectly relating to or arising out of: (i) the breach by EMF of any of its representations, warranties contained in this Agreement, or failure by EMF to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of K258BE by EMF prior to the Closing and K202EG subsequent to the Closing.

(c) The several representations and warranties of Cedar Cove and EMF contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

11. **Termination.** This Agreement may be terminated by either EMF or Cedar Cove, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if any of the Assignment Applications are designated for hearing or denied by Final Order; or (iii) if the Closing has not occurred within one year of the date the Assignment Applications are filed with the FCC.

12. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Cedar Cove, to:

Cedar Cove Broadcasting, Inc.
87 Jasper Lake Road
Loveland, CO 80537
Attn: Vic Michael

If to EMF, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765

Attn: Mike Novak, President/CEO

with a copy (which shall not
constitute notice) to:

David D. Oxenford, Esq.
Wilkinson Barker Kauer, LLP
2300 N Street NW, Suite 700
Washington, DC 20037

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without giving effect to the choice of law principles thereof.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated electronically as a defense to the formation of a contract and each such party forever waives any such defense.

15. **Risk of Loss.** The risk of any loss, taking, condemnation, damage or destruction of or to any of the K202EG Assets or to any of the K258BE Assets (each, an "Event of Loss") on or prior to the Closing Date shall be upon the party then owning such assets and the risk of any Event of Loss subsequent to the Closing Date shall be upon the party acquiring such assets.

16. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

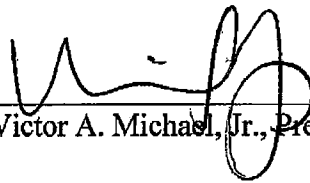
17. **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Exchange Agreement as of the day and year first above written.

CEDAR COVE BROADCASTING, INC.

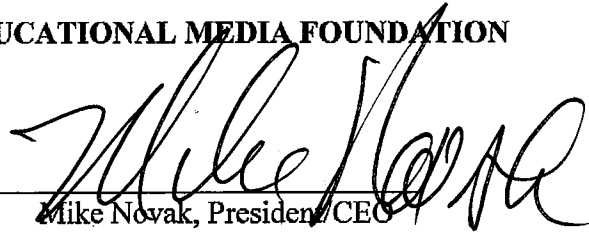
By: _____



Victor A. Michael, Jr., President/Director

EDUCATIONAL MEDIA FOUNDATION

By: _____



Mike Novak, President/CEO

Schedule 1

K202EG Tangible Personal Property

K202EG Tangible Personal Property:

Nicom BKG77 Antenna

Schedule 2

**Current FCC Authorizations
For
K202EG, Estes Park, CO
Facility ID Number 68216
Cedar Cove Broadcasting, Inc.**

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	K202EG	BLFT-20110207ACB	02/22/2011	04/1/2013
Construction Permit	K202EG	BPFT-20120319AAS	05/07/2012	05/07/2015

Schedule 3

K258BE Tangible Personal Property

Nicom BKG77 Antenna

Schedule 4

K258BE FCC Authorizations

Current FCC Authorizations

For

K258BE, Estes Park, CO

Facility ID Number

Educational Media Foundation

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
License Renewal	K258BE	BLFT-20060630AIH	08/31/2006	04/01/2013