

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of January 21, 2010 (this "Agreement"), by and between WAY-FM MEDIA GROUP, INC., a Florida corporation ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of radio station KWYQ(FM), Longview, Washington (Channel 212, 90.3 MHz) (the "Station"), pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain of the assets owned or leased by Seller and used or useful in connection with the operation of the Station.

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) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, all of the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and used or useful in connection with the operation of the Station (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), including without limitation:

(i) Certain of Seller's equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property used or useful in the conduct of the transmission operations of the Station (the "Tangible Personal Property"), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, including, without limitation, the property set forth on Schedule 1 hereto;

(ii) All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC, the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station, including without limitation, those set forth on Schedule 2 hereto;

(iii) All of the Seller's right, title and interest in and to the leasehold interests in the tower license agreement between Seller and Pinnacle Towers, LLC, Lessor, dated March 21, 2003 (the "Tower Lease") to lease the land for the current tower site for the Station (the "Tower Site Property"), as identified on Schedule 3 hereto; and

(iv) All of Seller's logs, books, files, data, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air

broadcast operations of the Station, including without limitation all electronic data processing files and systems, FCC filings and all presently existing records required by the FCC to be kept by the Station; and

(v) Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the Station call letters and any variation thereof) used in connection with the operation of the Station and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable ("Permitted Liens"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "Retained Liabilities." Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station's employees.

(c) The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, leases (excluding the Tower Lease identified on Schedule 3 hereto), and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(iv) All deposits and all prepaid expenses and taxes; and

(v) Seller's corporate records.

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of Two Hundred Thousand Dollars (\$200,000) (the "Purchase Price"). The Purchase Price shall be payable to Seller by wire transfer of immediately available funds;

(b) Concurrently with the execution of this Agreement, Buyer has delivered to WashingtonFirst Bank (the "Escrow Agent") the sum of Ten Thousand Dollars (\$10,000) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(c) The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, security deposits, and similar prepaid and deferred items. On the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

3. **FCC Consent; Assignment Application.**

(a) Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent") at a date not later than five (5) business days after the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. Each party shall be responsible for all of its own costs with respect thereto.

(b) Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC's "main studio" rules, such waiver to be effective on or after the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer's expense.

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 shall have become a Final Order (as hereinafter defined) (the "Closing Date") and the other conditions to closing set forth in Section 8 have either been waived or satisfied. 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 Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's articles of incorporation, by-laws or other similar organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller that shall be transferred to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. The assets listed in Schedule 1 hereto include all of the material tangible personal property necessary to conduct the transmission operations of the Station as now conducted. Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC and FAA, and (iv) to Seller's best knowledge, does not contain any PCBs. For purposes of this Section, material Tangible Property shall be such property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. Except as set forth in Schedule 2, Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the "Communications Laws"), including that the Station is transmitting at

no less than 90% of its authorized power. The Station to Seller's knowledge, is not transmitting or receiving any objectionable interference to or from any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws.

(e) Seller has a valid leasehold interest in the Tower Lease described on Schedule 3, free and clear of all liens, mortgages, pledges, covenants, restrictions, leases, charges, or other claims or encumbrances of any nature whatsoever, and no party is in material breach or default with respect to the Tower Lease. To Seller's knowledge, there is full legal and practical access to the Tower Site Property and all utilities necessary for Buyer's use of the Tower Site Property as a radio tower facility are installed and are in good working order, and, to Seller's knowledge, are subject to valid easements, where necessary. To Seller's knowledge, the buildings, towers, guys and other fixtures situated on the Tower Site Property, are free of structural defects and, are suitable for their intended uses, and are in a good state of maintenance and repair (ordinary wear and tear excepted).

(f) The existing tower used in the operation of the Station is obstruction marked and lighted and is properly registered with the FCC, by the tower owner to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. To Seller's knowledge, the operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation.

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer shall have no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(j) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Station or could affect any of the Assets. Seller, with respect to the Station, has complied in all material respects with all

applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(k) All of the Assets that are insurable in character are insured against loss, injury or damage to the full extent of their replacement value.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. To Seller's knowledge, no event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California, is authorized to do business as a foreign corporation in Washington, and has the requisite power and authority to own, lease and operate its properties and to carry on the business of the Station as now being conducted

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local

governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Buyer is legally, financially and technically qualified to acquire and become the licensee of the Station.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

(g) No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller to the best of Buyer's knowledge.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC, or if from any other party directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Station's facilities without Buyer's prior written consent, and Seller shall take all actions necessary to keep the Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect.

(c) In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with

past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(d) Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(e) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any new Lien on the Assets.

(f) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any problems or developments which materially affect the Station or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

(g) Seller shall comply in all material respects with all federal, state and local laws, rules and regulations.

(h) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller shall use its respective best efforts to cure the event as expeditiously as possible.

(i) Seller shall obtain consent and an estoppel certificate from the landlord of the Tower Lease, identifying the lease arrangement, the term of the lease and the amount of monthly payments due thereunder, and containing the landlord's certification that such lease is in full force and effect and that there are no uncured defaults with respect to the lease.

8. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer 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 Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer 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 FCC Consent contemplated by this Agreement shall have been granted;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding; and

(vi) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, the Buyer, as appropriate, shall use its best efforts to cure the event as expeditiously as possible.

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

(i) Seller 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 Seller prior to or as of the Closing Date;

(ii) 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;

(iii) The FCC Consent contemplated by this Agreement shall have become a Final Order;

(iv) The Licenses shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such Licenses, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller;

(v) The Assets shall not have suffered damage that shall cause a material adverse effect upon the Station or the Assets taken as a whole on account of fire, explosion or other cause of any nature which shall not have been repaired as of the Closing Date; provided that if such damage shall have occurred, Seller shall be afforded a reasonable opportunity to repair and restore such damaged assets to their prior condition or, at Seller's election, to replace such damaged assets with assets of comparable quality and utility; and provided, further, that if Buyer elects to waive the condition set forth in this Section 8 and consummate the Closing, then Buyer shall be entitled to collect and receive the proceeds of any insurance payable to Seller on account of such damages which have not been applied to the repair thereof;

(vi) Other than those presently existing Liens that are to be satisfied at Closing by Seller out of the cash proceeds of this transaction, there shall not be any Liens on the Assets or any financing statements of record other than those created by Buyer in favor of Seller

or Permitted Liens, and Seller shall have delivered to Buyer lien search reports, in form and substance satisfactory to Buyer and dated no earlier than thirty (30) days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at Secretary of State offices of the State of Florida, and in the County Clerk's Office of each county in which the Assets are located;

(vii) Seller shall have obtained any necessary consents referenced in Section 7(i) above;

(viii) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(ix) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19; and

(x) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

9. **Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) An Assignment and Assumption of Lease;

(iv) Estoppel Certificate and third party consent referenced in 7(i);

(v) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

(vi) A certificate, dated the Closing Date, executed by the President of Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(vii) A certificate of existence or good standing for Seller from the Secretary of State of the State of Florida;

- (viii) A joint notice to the Escrow Agent;
- (ix) Payoff letters and UCC-3 termination statements with respect to any lien of record shown on the reports delivered pursuant to Section 8(b)(vi) hereof;
- (x) A copy of the Station's public inspection file delivered to Buyer's address via overnight delivery; and
- (xi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

- (i) The payments to be made pursuant to Section 2(a) hereof;
- (ii) An Assignment and Assumption of the Station's FCC Licenses;
- (iii) An Assignment and Assumption of Lease;
- (iv) A joint notice to Escrow Agent;
- (v) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;
- (vi) A certificate, dated the Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;
- (vii) A certificate of existence or good standing for Buyer from the Secretary of State of California; and
- (viii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Seller and their counsel.

10. **Indemnification.**

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer 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 Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its or her representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of

any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing, Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer 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 Station as conducted by Buyer subsequent to the Closing.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is two (2) years after the Closing Date.

11. Termination.

(a) This Agreement may be terminated by either Buyer or Seller, 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 the Assignment Application is denied by the FCC and such denial shall have become a Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within twelve (12) months after the date hereof.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be delivery of the Earnest Money Deposit, from the Escrow Agent, as liquidated damages. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) Upon a termination of this Agreement due to a breach by any Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, including all interest earned thereon, and Buyer may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, including all interest earned thereon, and thereafter neither party shall have any further obligation to the other under this Agreement.

12. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. **Confidentiality.**

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written

(including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

14. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Way-FM Media Group, Inc.
c/o Robert D. Augsburg
P.O. Box 64500
Colorado Springs, CO 80962

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

If to Buyer, 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.

Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW, Suite 200
Washington, D.C. 20005

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

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **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 facsimile 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 facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

18. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid according to local custom.

19. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than Fifteen Thousand Dollars (\$15,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Fifteen Thousand Dollars (\$15,000), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller. Should the Station (i) not operate for a period in excess of seventy two (72) consecutive hours or (ii) not operate with full licensed facilities for a period of thirty (30) consecutive days, or should the Station be operating at less than 90% of its

fully authorized power as of the scheduled Closing Date and it is reasonably expected that either condition set forth in clause (i) or (ii) of this sentence would be satisfied but for the occurrence of the originally scheduled Closing Date, Buyer may either elect to terminate this Agreement without penalty upon written notice to Seller or postpone the Closing for a period of up to sixty (60) days while Seller attempts to cure the condition described in the preceding sentence of this Section 19.

20. **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.

21. **Entire Agreement.** This Agreement, and the exhibits 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

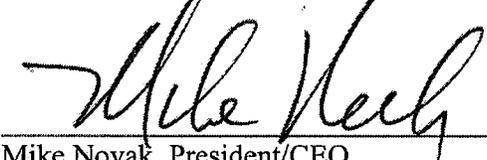
Seller:

WAY-FM MEDIA GROUP, INC.

By: 
Name: Robert D Augsburg
Its: President

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By: 
Mike Novak, President/CEO

SCHEDULE 1

Tangible Personal Property

KWYQ EQUIPMENT

Studio:

72-inch Equipment Rack
Comstream ABR202 Satellite Receiver
Orban Optimod 5300
Armstrong Aural STL Transmitter
Sage Endec (EAS)
Three Radio Shack Scanners (EAS monitoring)
AM/FM Radio (EAS monitoring)
Fanfare FM Monitor (Air and Arbitron)
Arbitron Endoding and Monitor Equipment

Outside:

Scala STL Transmit Antenna
Scala Receive Antenna (for EAS)
45' Rohn-25 tower, unassembled
(Current Satellite dish is salvage only)

Transmitter Site (Mt. Brinyon):

1-Element V-Pol Transmit Antenna
7/8" Coax line for Transmitting
Scala STL Receive Antenna
7/8" Coax line for STL
3-ft Equipment Rack
Armstrong Aural STL Receiver
CROWN FM500T Transmitter
Broadcast Tools WVRC-4 Remote Control
D-Link EV-DO Router with antenna and cables
1 5/8" Coax (used)
2-Element V-Pol ERI Transmit Antenna (used)
Collins 2.5k Transmitter (Out of service-not operable)

SCHEDULE 2

FCC Licenses

KWYQ(FM), Longview, Washington
Facility ID Number 12440
Way-FM Media Group, Inc.

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
FM Broadcast Station License	KWYQ(FM)	BLED-20070925AGO	12/13/2007	02/01/2014

Broadcast Auxiliary Stations

Type of Auxiliary	Call Sign	FCC File Number	Grant Date	Expiration Date
Aural STL	WMU377	0003983252	11/22/1993	02/01/2014

(See attached authorizations)



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

WAY-FM MEDIA GROUP, INC.
C/O ROBERT D. AUGSBURG
P.O. BOX 64500
COLORADO SPRINGS CO 80962

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 12440

Grant Date: December 13, 2007

Call Sign: KWYQ

This license expires 3:00 a.m.
local time, February 01, 2014.

License File Number: BLED-20070925AGO

This License Covers Permit No.: BPED-20061019ADV

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: KWYQ

License No.: BLED-20070925AGO

Name of Licensee: WAY-FM MEDIA GROUP, INC.

Station Location: WA-LONGVIEW

Frequency (MHz): 90.3

Channel: 212

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: .48 kW

Antenna type: Non-Directional

Description: SHI 6513-1

Antenna Coordinates: North Latitude: 46 deg 09 min 47 sec
West Longitude: 122 deg 51 min 14 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):		.40
Height of radiation center above ground (Meters):		53
Height of radiation center above mean sea level (Meters):		451
Height of radiation center above average terrain (Meters):		272

Antenna structure registration number: 1221759

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: WAY-FM MEDIA GROUP, INC.

ATTN: JIM TURVAVILLE
WAY-FM MEDIA GROUP
PO BOX 64500
COLORADO SPRINGS, CO 80962

Call Sign WMU377	
File Number 0003983252	
Radio Service AS - Aural Studio Transmitter Link	
SMSA	Station Class FXO

FCC Registration Number (FRN): 0004995288

Grant Date 11-22-1993	Effective Date 11-10-2009	Expiration Date 02-01-2014	Print Date 11-11-2009
---------------------------------	-------------------------------------	--------------------------------------	---------------------------------

LOCATION

Fixed Location Address or Area of Operation:

3609 COLUMBIA HEIGHTS ROAD
City: LONGVIEW County: COWLITZ State: WA

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	KWYQ STUDIO	46-10-11.4 N	122-56-47.4 W	114.3	
002	KWYQ TOWER	46-09-46.4 N	122-51-17.6 W	397.5	

FREQUENCY PATHS

Frequency (MHz)	Tol (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc	Ant Hgt (m)	Gain (dBi)	Beam Reflector Ht(m)xWd(m)	POL	AZIM (deg)	Rec Loc	Rec Call Sign
948.5	0.00015	300KF8E	53.300		001	1	001	18.6	16.2	16.0	V	96.2	002	

Waivers/Conditions:

The Facility ID of the Associated Broadcast Parent Station for this license is 12440.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

SCHEDULE 3

Tower Lease

(See attached)

**FIRST AMENDMENT TO SINGLE SITE LICENSE #PWS
GLOBAL SIGNAL AGREEMENT # 4045583**

LESSOR: **Name:** Pinnacle Towers LLC
 Address: 301 N. Cattlemen Rd., Suite 300
 City/State/Zip: Sarasota, FL 34232
 Phone: 941-364-8886
 Fax: 941-364-8761

LESSEE: **Name:** WAY-FM Media Group, Inc.
 Address: P.O. Box 64500
 City/State/Zip: Colorado Springs, CO 80962

With copy of legal notices to:

Name: WAY-FM Media Group, Inc.
Address: P.O. Box 64500
City/State/Zip: Colorado Springs, CO 80962

SITE: **Name:** Kelso (Northwest Tower, Mt. Brynlon Rd.)
 Address: 3708 Mt. Brynlon Rd.
 County/State: Cowlitz, WA

Lessor Site Number: 3008031
Lessee Site Name: KWYQ
Lessee Site Number:

Coordinates: Latitude: 46|09|46.43
 Longitude: 122|51|17.82

This First Amendment ("Amendment") is made this ___ day of _____, 2006 by and between Pinnacle Towers LLC, successor-in-interest to Pinnacle Towers Inc. via State of Delaware name change ("Lessor"), and WAY-FM Media Group, Inc., assignee of Columbia Heights Assembly of God d/b/a KZOE ("Lessee"), and shall modify certain terms of Single Site License dated March 21, 2003 by and between Pinnacle Towers Inc. and Columbia Heights Assembly of God d/b/a KZOE ("Lease"). The parties hereto wish to modify certain terms of the Lease, and now therefore, for good and valuable consideration the receipt and sufficiency is hereby acknowledged the parties agree:

1. The Effective Date of this Amendment shall be November 1, 2006 or upon start of construction.
2. Rent shall be increased by Fifty and 05/00 Dollars (\$50.05) per month, beginning on the Effective Date, and otherwise payable in accordance with the Lease, including any escalation provisions set forth therein.
3. Lessor hereby permits the equipment, ground space, and frequencies as more specifically set forth on attached Exhibit A and Exhibit B, which are incorporated herein by reference.
4. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease or any applicable master lease, the terms and provisions of this Amendment shall prevail.

**FIRST AMENDMENT TO SINGLE SITE LICENSE #PWS
GLOBAL SIGNAL AGREEMENT # 4045583**

IN WITNESS WHEREOF, the parties execute this Amendment as of the date last signed by a party hereto.

WITNESSES:

Witness 1 To Lessor:

Printed Name:

Witness 2 To Lessor:

Printed Name:

Witness 1 To Lessee:

Printed Name:

Witness 2 To Lessee:

Printed Name:

LESSOR:

Pinnacle Towers LLC
By: Global Signal Services LLC
Its: Manager

By:

Print Name:

Title:

Date:

LESSEE:

WAY-FM Media Group, Inc.

By:

Print Name:

Title:

Date:

**FIRST AMENDMENT TO SINGLE SITE LICENSE #PWS
GLOBAL SIGNAL AGREEMENT # 4045583**

EXHIBIT A

I. CHANGES TO PERMITTED EQUIPMENT:

Equipment To Be Removed:

Antenna 1
Make: ERI
Model: P-300
Mounting Height: 100'
Length: 72"

Coax 1
Diameter: 1 5/8"

Equipment To Be Added:

Antenna 1
Make: RVR
Model: AJ1E
Mounting Height: 170' BOA
Length: 33"

Coax 1
Diameter: 7/8"

II. COMPLETE INVENTORY OF PERMITTED EQUIPMENT PURSUANT TO THIS LEASE:

Antenna 1
Make: RVR
Model: AJ1E
Mounting Height: 170' BOA
Length: 33"
Coax Size: 7/8"

Antenna 2
Make: Scala
Model: PR950
Mounting Height: 95'
Length: 24"
Coax Size: 7/8"

Total Number of Antennas: Two (2)
Total Number of Coax: Two (2)

Total Ground Space: 10' x 10' (100 sq. ft.)

Transmit Frequencies: 90.3 MHz (Broadcasting)

Receive Frequencies: 946.50 MHz (Microwave)

SINGLE SITE LICENSE # PWS

LICENSOR: Pinnacle Towers Inc.,
a Delaware corporation
301 N. Cattlemen Rd., Suite 300
Sarasota, FL 34232

LICENSEE: Columbia Hts. Assembly of God, dba KZOE
3609 Columbia Hts. Rd.
Longview, WA 98632

1. **Licensed Premises:** Licensor is owner of the tower site more particularly described on Exhibit A attached hereto and incorporated herein by this reference, (the "Site"), and hereby Licenses to the Licensee, for the period, at the rent, and upon the terms and conditions hereafter set forth herein, the non-exclusive use of that certain space within the Site identified on the Site Schedule attached as Exhibit A hereto (the "Licensed Premises") for the installation and operation of Licensee's Permitted Equipment and Permitted Frequencies as shown on the Attached Exhibit B. Licensor also grants to Licensee a non-exclusive easement for reasonable access thereto. Licensee agrees to take the Licensed Premises in strictly "AS IS" condition, and acknowledges that Licensor shall have no responsibility for the current condition of the Licensed Premises or any damage suffered by Licensee or any other person due to such condition.

2. **Term:** The initial term of this License and any renewal terms (collectively the "Term") shall be as identified on Exhibit A. If Licensee holds over with respect to the Licensed Premises after expiration of the Term, the License term shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable to the Licensed Premises during the last month of the preceding term.

3. **Commencement Date:** The earliest to occur of the following (a) the date Licensee commences any on-site installations (including any preparatory work); or (b) the Effective or Execution date of this License (the date it is last executed by a party hereto.); (c) the date listed in Exhibit A. If the Commencement Date begins following (a) above, Licensee agrees to sign a written acknowledgement, in form and content reasonably satisfactory to Licensor, of the Commencement Date as a precondition to any on-site installations and/or preparatory work.

4. **Rent and Other Charges:**

(a) Licensee shall pay rent at the rate specified on Exhibit A (the "Rent"). Rent for any fractional month at the beginning or end of a term shall be prorated. Rent shall increase as specified on Exhibit A throughout the initial and any renewal term(s) thereof. The Rent due shall be payable regardless of whether or not Licensee uses or maintains the Permitted Equipment on the Licensed Premises.

(b) Any security deposit required hereby will be held in a non-interest bearing account and shall be returned to Licensee thirty (30) days (unless local law requires a shorter period of time) following the conclusion of the Term, provided Licensee is not then in default, and all equipment, to the extent required, has

been properly removed and the Licensed Premises properly restored.

(c) Licensee shall pay promptly all charges, taxes, assessments and fees, if any, (exclusive of income taxes and real property taxes) which may be imposed on or in connection with, or otherwise contemplated by (i) this License; (ii) any Permitted Equipment or facilities owned, Licensed or used by Licensee on the Licensed Premises or the Site (including, without limitation, transmitters and antennas); (iii) Licensee's use or occupation of the Site; or (iv) federal, state or local governments.

(d) If the Site is subject to a Prime Agreement (as hereafter defined), and if Licensor's payments due under such Prime Agreement are (i) increased for any reason; and (ii) such increase is in an amount greater than any rent increase set forth herein, then the rent payable hereunder shall be increased by a percentage equal to the percentage increase in the payments due under the Prime Agreement.

(e) In addition to the Rent or other charges specified herein, in the event that a Site is licensed or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authorities, Licensee shall pay to Licensor its pro rata share of any and all fees or assessments with regard to the Licensed Premises generally which are invoiced to Licensor or any intervening ground Licensor by the governmental authority, as well as any fees or assessments invoiced by such governmental authority that are attributable to the Permitted Equipment or Licensee's operations at the Site.

(f) Licensee shall pay all amounts that are due to Licensor hereunder, including rent, utilities and other charges imposed hereby, by check, wire transfer, account auto debit or ACH credit to Licensor's account as identified by Licensor no later than the first business day of each calendar month that it is due. If payment (including any applicable late fee) is not received when due, Licensor may charge a late fee equal to one and a half percent (1½%) per month of the amount due (or the maximum amount permitted by applicable law, whichever is less) until paid in full. If Licensor designates that payment be made by check, then such payment shall be delivered to PO Box 409250, Atlanta, GA 30384-9250, or such other location as Licensor may designate in writing from time to time.

(g) All sums payable by the Licensee hereunder shall be paid without offset, counterclaim, set-off or deduction and without abatement, suspension, deferment, diminution or reduction.

COPY

(h) Notwithstanding anything contained above to the contrary, Licensor reserves the right to invoice Licensee monthly, or otherwise more frequently invoice Licensee, for forestry/permit fees, air handling charges/surcharges, utility/electric consumption, and other expenses incurred by Licensor with respect to Licensee's occupation of the Licensed Premises, and otherwise due and payable pursuant to the terms of the Single Site License.

5. **Utilities:** The attached Exhibit A identifies the manner and/or mechanism for utility consumption, including the method for payment therefore. If not identified therein, Licensee shall obtain electrical power and other utilities solely at its own expense.

6. **Representations and Acknowledgements:**

(a) Licensee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will: (i) operate its Permitted Equipment and Permitted Frequencies, within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and; with respect to Licensee's hiring of tower climbers, the Occupational Safety and Health Act (especially Section 1910.268, as amended), and all such personnel shall use one hundred percent (100%) fall protection; (ii) not use (or cause another to use) any portion of the Site or its Permitted Equipment for any illegal, immoral or unauthorized purpose; (iii) not damage the Site, the tower, any building, the Licensed Premises, and/or accessories thereto and/or any other tower Licensee's equipment; (iv) not interfere with the maintenance or repair of the Site, including the tower and its lighting system; and (v) upon request from Licensor, install promptly protective devices for radiofrequency radiation ("RFR") which would be required by and conform with the FCC rules prior to operating the Permitted Equipment.

(b) LICENSOR MAKES NO GUARANTEE, WARRANTY, REPRESENTATION, OR ANY OTHER COVENANT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE LICENSED PREMISES, INCLUDING ANY TOWER OR BUILDING THEREON, LICENSEE'S PERMITTED EQUIPMENT, OR LICENSEE'S USE OF THE TOWER, THE BUILDING, THE SITE IN GENERAL, OR THE PERMITTED EQUIPMENT. LICENSEE HAS INDEPENDENTLY EXAMINED THE TOWER, THE BUILDING, AND/OR THE SITE IN GENERAL, AND HAS DETERMINED THAT EACH ARE SUITABLE FOR LICENSEE'S INTENDED USE, AND EACH ARE OTHERWISE SATISFACTORY TO LICENSEE

7. **Installation:**

(a) Licensee shall only install the Permitted Equipment identified on Exhibit B. Prior to installing the Permitted Equipment on the Site, Licensee shall submit engineering drawings, plans and specifications (collectively "Plans") of its Permitted Equipment for Licensor's written approval, such approval not to be unreasonably

withheld, conditioned, or delayed. These Plans once approved shall be incorporated into this License as Exhibit D.

(b) Upon approval by Licensor of the Plans, Licensee shall promptly commence and complete the installation of the Permitted Equipment (the "Installations"). Licensee's Installations shall comply with the provisions of the Plans and this License. The cost of Licensee's Installations, including the cost of any permits or licenses required therefore, shall be borne solely by Licensee. Any cost incurred by Licensor in connection with, or as a result of, Licensee's Installations shall also be borne by Licensee. If Licensee's Installations must be connected to a Licensor provided antenna system, Licensee shall be responsible for all costs of accessing Licensor's antenna system, including but not limited to the costs of combiner modules and other equipment required for any such connection.

(c) Except for Permitted Equipment, Licensee may not install equipment at a Site without Licensor's express prior written consent, which consent may be withheld in Licensor's sole discretion. Notwithstanding the foregoing, Licensee may replace Permitted Equipment with equipment which (i) does not take up additional space, capacity or weight; (ii) is of the same size and design characteristics of the replaced Permitted Equipment; and (iii) is designed to operate and function in a manner substantially equivalent to (and within the same general technical parameters of) the replaced Permitted Equipment, provided Licensee first obtains the prior written consent of Licensor, in Licensor's reasonable discretion.

(d) During Licensee's Installations, Licensee shall not cause interference or disturbance of any kind to the activities of, or damage to any equipment or property of Licensor or other Licensees on the Site. If any interference or disturbance is caused by Licensee and cannot, within 48 hours after written notice from Licensor to Licensee, be reduced to levels reasonably acceptable to Licensor, Licensee shall immediately halt all installation work, and Licensor may elect to terminate this License by giving Licensee ten (10) days written notice.

8. **Uses of the Licensed Premises:**

(a) Licensee may only utilize the Licensed Premises for the installation, location, operation, maintenance, repair and/or use of Permitted Equipment and approved replacements thereof. Licensee shall not allow its Permitted Equipment to be utilized for the transmission or reception of frequencies other than Permitted Frequencies, and only to the extent such frequencies are licensed directly to Licensee

(b) Licensee shall use the Licensed Premises and conduct its communications operations in compliance with the terms of this License, any applicable FCC license, and all applicable laws, orders, ordinances, and regulations pertaining to the Site or Licensee's use of the Licensed Premises. Licensee shall, if requested, provide Licensor with copies of all permits or applicable FCC licenses required in connection with Licensee's operations at the Site. Licensee shall not, through its use of the Licensed Premises, cause the Site to fail to comply with applicable laws, orders, ordinances, and regulations.

COPY

(c) Before performing any work at a Site other than installation work, the procedure for which is described above, Licensee shall notify Licensor and (i) if such work involves activity on or directly about a tower on the Site (or rooftop with regard to Licensed Premises which include a rooftop); or (ii) if such work does not involve activity on or directly about a tower on the Licensed Premises, but involves work that could disrupt the operations of other tenants; or (iii) if such work involves the replacement of Permitted Equipment, Licensee shall be required to obtain Licensor's written consent to the work before commencing such work, which consent shall not be unreasonably withheld. If such work (1) does not involve activity directly on or about any tower on the Site; (2) constitutes only minor, routine maintenance, removal, repair or modifications of Permitted Equipment; and (3) is not likely to disrupt other licensees/customers, then Licensee may perform such work without Licensor's prior consent so long as Licensee uses reasonable efforts to provide Licensor prior notice thereof, and further provided that Licensee utilizes an Approved Contractor. All installation, repair and/or maintenance work within any Site shall comply with the requirements of the guidelines set forth by Licensor from time to time.

(d) Licensee shall cooperate with Licensor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Licensee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site(s) or the Licensed Premises(s). Licensee shall cooperate with Licensor in order to install new equipment or facilities which may now or hereafter be installed upon any Site, or as needed to facilitate maintenance, renovation, repair and replacements of any building (or its equipment) on which any tower is located (if applicable). Licensee may be required to cease using all or a portion of its Permitted Equipment for short periods of time not to exceed seventy-two (72) hours to accommodate the activities described in the preceding sentences and/or construction, installation, modification and/or repairs of facilities of other users of the Site and/or tower.

(e) Licensor reserves the right to require Licensee to relocate any or all of Licensee's equipment and/or other improvements (if applicable) within a Site, and Licensee agrees to relocate said equipment and/or improvements, provided that (i) Licensor shall pay the reasonable cost of such relocations, and (ii) said relocation does not render Licensee's operations functionally non-equivalent to Licensee's prior operations.

(f) All work on the Site performed by or on behalf of Licensee shall be done in accordance with the non-ionizing radiofrequency radiation and electrical shock standards adopted by section 1.1307(b) of the FCC Rules. Licensor shall not be liable for, nor required to make any repairs or perform any maintenance to or upon the Licensed Premises which relate to Licensee's Permitted Equipment, or which are required by, related to, or which arise out of the negligence, fault, misfeasance, or malfeasance of and by Licensee, its Approved Contractors, employees, agents, invitees, or customers, in which event Licensee shall be responsible therefore. Licensor's liability with respect to any defects, repairs or maintenance for which Licensor is responsible under this License shall be limited to the cost of such repairs or maintenance or the cost of otherwise curing such defect.

9. Insurance:

(a) Insurance requirements for Licensee and Licensee's Approved Contractors are contained in Exhibit C attached hereto and incorporated herein by this reference.

(b) Licensee hereby releases Licensor, and Licensor's respective principals, employees, representatives and agents, from any claims for damage to any person or to the Site, the Licensed Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Licensee and in force at the time of any such damage and any risks which would be covered by the insurance which Licensee is required to carry hereunder. Licensee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Licensor in connection with any damage covered by any policy.

10. Maintenance:

(a) Licensor shall maintain the Site in good repair, ordinary wear and tear excepted, and, to the extent applicable, in compliance with applicable sections of Part 17 of the FCC's rules pertaining to lighting, marking, inspection, and maintenance. Licensee shall paint any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances to match the tower (if such tower is painted from time to time), at Licensee's expense, failing which Licensor may elect to do so, in which event Licensor shall charge Licensee the full cost thereof (plus an administrative fee of twenty percent (20%)), which amount shall be due and payable with the next scheduled rent installment. Licensee covenants, and agrees that, during the Term, its Permitted Equipment must be painted to match the tower, in order to ensure, without limitation, that the tower is in full compliance with applicable FCC, FAA and/or other rules or regulations governing the tower. To the extent Licensor receives a fine from any applicable governmental authority as a result of Licensee's failure to paint such Permitted Equipment, Licensor shall have the right to invoice Licensee the full amount of any fine incurred by Licensor.

(b) Licensee shall maintain its equipment in accordance with standards of good engineering practice and this License. Licensee shall surrender possession of the Licensed Premises to Licensor in the same condition it was at the commencement of this License, ordinary wear and tear excepted. Licensee shall remedy any condition with regard to its Permitted Equipment that causes the Site to fail to comply with any applicable law, rule or regulation.

11. **Approved Contractors:** Notwithstanding anything contained herein to the contrary, except in an emergency situation where it would be impractical to comply with such requirements, all contractors, subcontractors, agents, vendors and/or employees of Licensee who perform any services, installations, maintenance, and/or other work on or within the Site or Licensed Premises (each a "Contractor" or "Approved Contractor") must, prior to conducting any work on the Licensed Premises: (i) be approved by Licensor in advance, in Licensor's sole discretion; (ii) hold all licenses necessary for

COPY

the work being performed, (iii) provide evidence reasonably satisfactory to Licensor of insurance required pursuant to the attached Exhibit C, and (iv) provide, in form acceptable to Licensor, either lien waivers or releases in favor of Licensor and the applicable Site. In the event of an emergency condition in which Licensee cannot reasonably utilize an Approved Contractor, Licensee nevertheless agrees that any contractor it so utilizes in such an emergency shall be qualified, shall hold appropriate licenses necessary for the work to be performed, and shall otherwise be capable of properly and responsibly performing any emergency work. Moreover, within forty-eight (48) hours after the emergency condition, Licensee shall provide the items required above.

12. **Compliance:** Licensee shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this License; (ii) comply in all material respects with all governmental (federal, state, municipal or otherwise) statutes, rules, regulations, ordinances, codes, directives, and orders which may affect the tower in any manner, the Site or this License, including without limitation, those applicable to Licensee's equipment and the electromagnetic energy emitted from such equipment and including without limitation, regulations of the Federal Communications Commission, the Environmental Protection Agency, and the Occupational Safety and Health Administration; (iii) install its Permitted Equipment on the tower, building, and/or Site in compliance with this License and all applicable federal, state, and municipal laws, regulations, and authorizations, using an Approved Contractor; (iv) ensure that the location, use and/or operation of the Permitted Equipment does not cause the Site to be out of compliance with any applicable law, rule or regulation; (v) operate its Permitted Frequencies in compliance with all applicable federal, state and municipal laws, regulations and authorizations, as well as its license therefore; and (vi) maintain, in full force and effect, its licenses (if applicable), with respect to Permitted Equipment and Permitted Frequencies; and (vii) not permit any third party to operate its Permitted Equipment or any frequencies therefrom.

13. **Interference:** Licensee shall not cause interference of any kind to the operations of the Licensor or other users of the Site, specifically including interference in excess of levels (if any) permitted by the FCC, as well as interference to consumer electronic devices and blanket interference as defined by Section 73.318 of the FCC Rules. If Licensee is notified that its operations are causing interference in violation of this section, Licensee shall immediately undertake all necessary steps to determine the cause of and eliminate such interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Licensor shall have the right to cause Licensee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Licensee shall continue to be obligated to pay Rent, and Licensor shall not be held liable for any damages or loss of revenues. If Licensee is required to discontinue its operation under this section for a period of thirty (30) days, and provided Licensee has diligently pursued all reasonable cures and is unable to eliminate the interference, then Licensee shall have the right to terminate this License.

14. **Inspections and Modifications to Site:** Licensor shall have the right to enter any Site, including the Licensed Premises, at any time for the purpose of inspecting the same and for making any necessary repairs, modifications, additions and/or replacements to the Site, including the Licensed Premises, any building, or any tower, and performing any work, including, without limitation, work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulation, or to perform the obligations of Licensee should it fail to do so as required herein. Licensor reserves the right to replace and/or rebuild any tower, building, structure and/or portion thereof. Rent shall not be abated during any period of construction if, or whether, Licensee is unable to continue to operate its Permitted Equipment from the Site in a manner functionally equivalent to its prior operations. Licensee agrees to reasonably cooperate with Licensor in any actions, filing or permits that may be required to exercise its rights hereunder.

15. **Alteration of Site by Licensee:** Licensee may not make improvements, additions, maintenance or alterations to or upon the Site itself, including any tower, building, foundation, slab or any other portion of the Site or Licensed Premises, without the express written permission of Licensor, in Licensor's sole discretion. Any such improvements that are approved by Licensor and thereafter made by Licensee shall, at the option of Licensor, either (i) become the property of Licensor upon termination or expiration of this License; or (ii) be removed by Licensee at the expiration of the License, and the Site restored to its original condition, ordinary wear and tear excepted.

16. **Site Damage:**

(a) If a Site is fully or partially destroyed or damaged, and as a result thereof Licensee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Licensee's operations before such event, Licensor shall notify Licensee, within ten (10) days after such event, whether or not it intends to consider rebuilding and/or otherwise restoring the applicable Site and/or condition. If Licensor does not elect to rebuild or otherwise restore the Site and/or remedy the condition, this License shall automatically terminate effective the date the Site was originally damaged. However, if Licensor elects to rebuild/repair the Site, it shall provide notice thereof to Licensee, in which event Licensee shall have five (5) business days thereafter to either (i) terminate this License; or (ii) agree to the continuation of this License. If Licensee agrees that this License shall continue, Licensor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Licensor, in its sole discretion, determines that it is commercially desirable to restore the Site, Licensor shall undertake to do so. If Licensor elects to repair or rebuild the Site, this License shall remain in force with respect to such Site. If reconstruction or repair cannot reasonably be undertaken without dismantling Licensee's Permitted Equipment, then Licensor may remove Licensee's Permitted Equipment and interrupt Licensee's operations, thereafter replacing the Permitted Equipment as soon as reasonably possible. In all instances, Licensee shall be entitled to a pro-rata abatement of Rent for the time it is unable to conduct its normal operations.

COPY

(b) Licensor shall incur no liability to Licensee, nor shall Licensor be responsible for damage to, or loss of Licensee's equipment, or for financial loss due to business interruption, or for failure to furnish space and/or electrical power, if prevented by war, fires, accidents, weather, labor strikes, acts of God, Casualty or other causes beyond its reasonable control.

17. **Eminent Domain:** If the Site or Licensed Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Licensee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Licensee's operations before such event, then this License shall terminate as of the date of the acquisition or possession by the condemning authority. Licensor shall be entitled to the entire amount of any condemnation award, and Licensee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

18. **Indemnifications:**

(a) Licensee shall indemnify, hold harmless, and defend Licensor for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to (1) the acts or omissions of Licensee, its Contractors, subcontractors, agents and/or representatives; (2) any breach of this License by Licensee, its contractors, subcontractors, agents and/or representatives; or (3) the negligence or willful misconduct of Licensee or its contractors, subcontractors, agents, or representatives occurring in or around the Site, except to the extent such liabilities are directly caused by the willful misconduct or gross negligence of Licensor.

(b) **NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS LICENSE TO THE CONTRARY, INCLUDING THE DEFAULT SECTION HEREAFTER, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR LIABLE FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LICENSE.**

19. **Subletting; Assignment; Third Party Use; Succession:** Licensee shall not assign this License, in whole or in part, or sublet or permit the Site, the Licensed Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Licensor, in its sole discretion. No assignment, sublease or authorized use (if approved by Licensor) by others shall relieve Licensee of its obligations under this License. Licensee shall not mortgage or encumber this License without the express written approval of Licensor, which consent shall not be unreasonably withheld or

delayed. Licensor may assign, mortgage, or encumber its rights under this License at any time.

20. **Default:**

(a) **General.** Either party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within five (5) days after written notice thereof. A party shall also be in default hereunder if it fails to comply with any other term of this License and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given the necessary time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this License.

(b) **Licensor Remedies.** Upon the occurrence of any Licensee default that is not timely cured, Licensor may, subject to the terms of this section, seek any remedy available to it at law or in equity, including, without limitation, the right to: (i) specific performance, (ii) enter upon the affected Licensed Premises without being liable for prosecution or any claims of damages of such entry, and do whatever Licensee is obligated to do under the terms of this License to correct the default, (iii) remove any or all of Licensee's equipment therefrom at the expense of Licensee and dispose of same; and/or (iv) disconnect Licensee's equipment. (v) terminate the Lease and declare the entire balance of all forms of Rent due hereunder for the remainder of the term thereof to be immediately due and payable, in which event Licensee shall promptly surrender possession of the Licensed Premises, and Licensee shall be liable for all past due amounts under this License, plus the amount of the Rent and other benefits that Licensor would have received for the remainder of the current term, (vi) advance or otherwise pay any cost or expense to remedy a Licensee breach, in which event Licensee shall repay such amount to Licensor with ten (10) days after notice from Licensor.

(c) **Licensee Remedies:** Upon the occurrence of any Licensor default that is not timely cured, Licensee may, subject to the terms of this section, seek any remedy available to it either at law or equity, including the right to specific performance or the right to terminate the Lease.

(d) **Attorneys' Fees:** The defaulting party shall be liable for all expenses, including reasonable attorneys' fees and costs through final appeal, incurred by the non-defaulting party in connection with any action to enforce the terms of this License, or in connection with any action for the recovery of the Licensed Premises itself.

(e) **Limitation of Liability:** Notwithstanding anything contained herein to the contrary, the liability of Licensor pursuant to any provision hereof, or otherwise arising out of Licensee's use or occupancy of any Licensed Premises, shall be expressly limited to Licensor's interest in and to the subject Licensed Premises.

COPY

21. Termination:

(a) This License may be terminated by Licensee prior to the commencement of the initial term by written notice to Licensor without further liability (i) for any reason, or for no reason, provided that Licensee delivers written notice to Licensor no later than thirty (30) days prior to such commencement; or (ii) if, prior to commencement, Licensee is unable to obtain any license, permit or other governmental approval necessary for the installation and/or operation of Licensee's equipment at the applicable Licensed Premises.

(b) This License may be terminated by Licensee during the current Term upon ninety (90) days prior written notice to Licensor, without further liability, if through no act or omission of Licensee (i) any license, permit, or other governmental approval necessary for the installation and/or operation of Licensee's equipment at the applicable Licensed Premises is cancelled or otherwise withdrawn or terminated; or (ii) Licensee is unable to continue its use of the Licensed Premises due to an action of the FCC (unrelated to the acts or omissions of Licensee), including without limitation, a takeback of channels or change in frequencies.

(c) In addition to the termination rights granted to Licensor pursuant to other provisions herein, Licensor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower and/or structure thereon, for the purposes contemplated by this License.

22. Removal of Licensee's Equipment: Prior to the termination or expiration of this License, Licensee shall remove its equipment, at Licensee's expense. If Licensee fails to remove its equipment and Licensee's equipment remains on the Site, Licensee shall pay Licensor a hold-over fee as specified in Section 2. Upon the termination or expiration of this License, Licensor shall have the right (but not the obligation) to immediately disconnect and remove Licensee's equipment from the Site, without notice to Licensee, and in such event Licensee shall pay Licensor upon demand one hundred fifty percent (150%) of the disconnection, removal and storage expenses incurred by or on behalf of Licensor. Licensor may thereafter dispose of such equipment in any manner, and use the proceeds thereof to satisfy any outstanding obligations hereunder.

23. Subordination: This License is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Site and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that so long as Licensee is not in default of any of its material obligations under this License, Licensee's quiet enjoyment thereunder shall not be disturbed by any successor Licensor of the applicable Site. This subordination shall be self-operative and no further instrument of subordination shall be required from Licensee. However, upon written request from Licensor, Licensee shall execute a certificate confirming such subordination.

24. Estoppel Certificates: At any time, but not with less than ten (10) days prior notice, Licensee shall execute, acknowledge, and deliver to Licensor a statement in writing

certifying that this License is unmodified and in full force and effect (or, if there have been any modifications, that the License is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

25. Liens: Licensee shall not suffer or permit any liens to stand against the Site or any part thereof by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Licensee or anyone through or under Licensee ("Mechanics' Liens"). If any Mechanics' Lien shall at any time be filed against the Site, Licensee shall cause it to be discharged of record within thirty (30) days after the date Licensee receives notice from any party that the lien has been filed, by either payment, deposit, or bond. If Licensee fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond. All amounts incurred by Licensor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Licensee to Licensor.

26. Prime Agreements:

(a) Licensee acknowledges that Licensor's interest in and to the Site, and the access to such Site, may be subject to, or otherwise governed by, the terms and conditions of a lease, license, management or other similar agreement between a third party and Licensor (the "Prime Agreement"). Upon request by Licensee, Licensor will, to the extent not restricted by any applicable confidentiality obligation, provide Licensee with redacted copies of relevant portions of the subject Prime Agreements. Licensee hereby acknowledges that the terms, conditions, provisions, and obligations of this License shall be subject and subordinate to such Prime Agreement, and in the event of any conflict between the terms of such Prime Agreement and this License, the terms of the Prime Agreement shall control. In the event of the termination, expiration or cancellation of such Prime Agreement, for any reason, this Lease shall automatically terminate.

(b) Licensee shall not do, attempt, permit or suffer anything to be done on the Site or Licensed Premises, which results in a breach of a Prime Agreement, and at the written request of Licensee, Licensor will furnish Licensee with a summary of any restrictions contained in said Prime Agreement ("Information"), provided that (i) such information is not confidential; and (ii) Licensee agrees that such information shall be used for the sole purpose of enabling Licensee to evaluate the usefulness of such Licensed Premises for its purposes. In performing its obligations under this License, Licensee will (A) limit dissemination of, and access to, the information to Licensee's employees, agents or professionals who need to use the information for the purpose of determining whether the Licensed Premises is suitable for Licensee's purposes, (B) not disclose the information to any third party, (C) not use the information for any purpose other than the purposes allowed by this Section; and (D) take appropriate

COPY

action, by instruction, agreement, or otherwise with any employees or agents of Licensee, such that Licensee fully performs its duties and obligations under this Section 25(b). In the event Licensor discloses information to Licensee with respect to a Site, Licensee covenants and warrants that, for a period of one (1) year after the expiration of this Lease, it will not enter into a lease, license, agreement or contract with such landlord/owner for purposes similar to those set forth herein.

27. **Environmental:** Licensee represents, warrants, and covenants to Licensor that Licensee at no time during the term of this License shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Licensee and Licensor also agree that Licensee's use of the Licensed Premises will not involve the subsurface, except for those Licensed Premises where the placement of a foundation is required for Licensee's equipment and/or facilities, and approved by Licensor. Licensee shall indemnify, hold harmless and defend Licensor from any against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Licensor in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Licensee's representations and warranties contained in this Section, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Site, caused solely by the acts or omissions of Licensee, or its agents, representatives, or contractors, or (iii) Licensee's failure to provide all required information, make all required submissions and take all actions required by Environmental Regulations. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

28. **Force Majeure.** The time for performance by Licensor or Licensee of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the reasonable control of Licensor or Licensee, as the case may be.

29. **Title and Quiet Enjoyment:** Licensor warrants that it has full right, power and authority to execute this License. Licensor further warrants that Licensee shall have quiet enjoyment of the Licensed Premises during the Term hereof, unless sooner terminated by the provisions of this License.

30. Miscellaneous:

(a) This License may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(b) This License, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants, or understandings other than expressly set forth herein or therein. This License supersedes all prior agreements and understandings between the parties with respect to its subject matter, which are expressly amended and restated in this Agreement. No modification of this License shall be effective unless contained in a writing signed, by the authorized representative of each party.

(c) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties as follows at the addresses listed on Exhibit A. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(d) This License shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any action brought relating to this License shall be brought in the county in which the applicable Licensed Premise is located, without regard to conflict of laws rules. Notwithstanding the foregoing, in the event any dispute relates to any matters other than Licensee's occupancy rights, such action may also be brought in Sarasota County, Florida.

31. State-Specific Provisions.

(a) **FLORIDA.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(b) **TEXAS. WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT.** LICENSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LICENSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LICENSOR. LICENSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 741, ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LICENSEE'S OWN

COPY

SELECTION, LICENSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

(c) NORTH CAROLINA. Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Licensee (directly or indirectly), Licensee is solely responsible and liable to Licensor for the delivery to Licensor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE BLOCKS FOLLOW ON THE FOLLOWING PAGE.]

COPY

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

WITNESSES:

[Signature]

Name: Martha Province

[Signature]

Name: LISA SCHMIDT

WITNESSES:

[Signature]

Name: Lynn Burns

[Signature]

Name: Sharon Stertz

LICENSOR:
PINNACLE TOWERS INC.

By: [Signature]

Name: BART BUGGAW

As Its: DIRECTOR

3/21/03

LICENSEE:
Columbia Hts. Assembly of God, dba
KZOE

By: [Signature]

Name: Arden Unger

As Its: President

COPY

**EXHIBIT A
SITE SCHEDULE
SINGLE SITE LICENSE NO.: 190478003N0021
Specific Provisions**

This Exhibit is an integral part of the Single Site License (the "License") referred to above and is incorporated into such License. To the extent the terms of this Exhibit conflict with the terms of the License, the terms and provisions of this Exhibit shall prevail.

LICENSOR: Pinnacle Towers Inc.,	LICENSEE: Columbia Hts. Assembly of God, dba KZOE
Address: 301 N. Cattlemen Rd. Suite 300	Address: 3609 Columbia Hts. Rd.
City/State/Zip: Sarasota, FL 34232	City/State/Zip: Longview, WA 98632
Phone: 941-364-8886	
Fax: 941-364-8761	

With copy of notices to:

CONTACT(s): Name: Danny Houle
Phone: 360-577-5433

SITE: Legal Description: _____

Site Name: Kelso (Northwest Tower) Mt. Brynlon Rd.
Address: 3708 Mt. Brynlon Rd.
County / State: COWLITZ / WA

Licensors Site Reference No.: 0478-003
Licensee Site Reference No.: _____
Licensee Site Reference Name: _____

Coordinates: Latitude: 46-9-46.46 N Longitude: 122-51-18.04 W

INITIAL TERM: The Initial Term of this License shall be 60 months commencing upon one of the following (the "Commencement Date"):

- the execution of this License, or
- the initiation of any work at the Site, or
- 03/01/2003.

RENEWAL TERM(S): 1 automatic renewal terms of 60 months each, unless Licensee provides Licensor written notice no later than ninety (90) days prior to the end of the then-current term of Licensee's intent to not renew.

INITIAL MONTHLY RENTAL RATE \$320.00 per month plus any applicable taxes and other sums required herein.

BILLING CYCLE: Payment of all Rent due hereunder, as well as any recurring charges, costs and/or fees, shall be paid in advance for the ensuing period, as follows:
 Monthly Quarterly Semi-Annually Annually.

RENT ESCALATION: 4.0% per annum, commencing on the first anniversary of the Commencement Date, and continuing on each anniversary of the Commencement Date thereafter, throughout the initial term of this Schedule and any successive term with regard to this Schedule.

NON-REFUNDABLE HOOKUP/INSTALLATION FEE: \$ 0.00, payable on or before _____ This fee is non-refundable to Licensee notwithstanding any attempt by Licensee to terminate this License prior to the Commencement Date.

COPY

NON-REFUNDABLE RESERVATION FEE:

- Not applicable.
- One-time payment payable on the date hereof, in the amount of \$ _____
- \$ _____, per month, payable beginning on _____ and continuing on the same day of each month thereafter up to the Commencement Date. (NOTE: If any installment is not timely paid, this Schedule will terminate at the option of Licensor).

SECURITY DEPOSIT: \$0.00, payable on or before: _____. Any security deposit required herein will be held in a non-interest bearing account and shall be returned to Licensee thirty (30) days following the conclusion of the Term, provided Licensee is not then in default, and all equipment, to the extent required, has been properly removed and the Site properly restored. The Security Deposit may be used by Licensor to cure any default by Licensee hereunder, including, without limitation, a default in the payment of rent and/or the proper removal of equipment.

GOVERNMENTAL USE AND/OR ACCESS FEES: If the Site and/or Licensee's occupancy thereof is subject to governmental use and/or access fees, Licensee shall reimburse Licensor for any applicable fees based upon the actual expense incurred by Licensor, to be reasonably apportioned by Licensor based upon either (i) the number of users at the Site; (ii) the nature of the equipment on the Site; (iii) the access needs of the applicable Licensee; and/or (iv) such other circumstances which may be reasonable at the time.

ENERGY CONSUMPTION:

- Included in rent ("Bundled").
- Not included in rent. Licensee shall be solely liable for all utility expenses relating to its use of the Site. Licensee's electrical service shall be separately supplied and metered, and Licensee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.
- Sub-metered/Other. Licensee shall fully reimburse Licensor, upon receipt of an invoice therefor, and with the next scheduled rent installment (or monthly, whichever first occurs), all of Licensee's actual electric consumption.
- Flat Rate in the amount of _____ per month, payable with each rent installment.

GENERATOR USE:

- Not applicable.
- Included in Rent ("Bundled") Licensee shall be solely liable for all utility expenses relating to its use of the Site. Licensee's electrical service shall be separately supplied and metered, and Licensee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.
- Licensee Supplied Generator. If Licensee is authorized to locate a generator at the Site, the location thereof is subject to Licensor's approval, in Licensor's reasonable discretion. Plans for the installation and location of the generator must be submitted to Licensor for approval prior to installation. Licensee shall be responsible for any and all costs associated with the use, ownership and operation of the generator, as well as any increase in rent due under the Prime Agreement as a result of the location of a generator on the Site.
- Licensor-Supplied Generator. If Licensor supplies a generator to the Site, Licensee shall pay Licensor an amount equal to \$ _____ per month, payable with each rental installment, for use of and/or access to Licensor's generator. If Licensee utilizes Licensor's generator, Licensee covenants and agrees that it will take no action, nor fail to take any action which would interfere with, or otherwise detrimentally impact the use and/or operation of Licensor's generator.

NOTE: With regard to Bundled and Flat rates, the electricity rate contemplated thereby assumes an electricity cost of (seven) 7 cents per kilowatt-hour. Licensor reserves the right to adjust the monthly Bundled or Flat rate to cover any increases in this rate. Licensor reserves the right to disconnect any equipment, without further notice or action, in the event Licensee fails to timely make any payment required under the License and/or Schedule after the expiration of any cure period.

HVAC CHARGE/SURCHARGE:

- Not Applicable. Applicable, in the amount of _____ per month.

COPY

STRUCTURAL ANALYSIS:

- Completed/Not Required
 Pending, pursuant to a separate Structural Authorization Form or similar instrument by and between the parties. To the extent any structural analysis performed by Licensor confirms that Site upgrades, modifications, improvements and/or retrofits are required to accommodate Licensee's Permitted Equipment, the full cost thereof shall be borne by Licensee.

CAPITAL EXPENDITURE FEE: Licensee agrees to pay a fee in connection with upgrading, modifying, improving, altering and/or otherwise retrofitting the Site to accommodate Licensee's Permitted Equipment (hereinafter the "Capital Expenditure Fee").

- Not Applicable.
 Applicable. If applicable, payable as follows (check one only):
 (a) Simultaneous with the execution of this Schedule, Licensee agrees to pay to Licensor a non-refundable, one-time Capital Expenditure Fee of \$ _____.
The Capital Expenditure Fee is non-refundable under all circumstances, including Licensee's failure to ultimately install on the Site, unless such failure was the direct result of Licensor failing to make reasonable accommodations to initially permit Licensee's on-site installations.

OR

- (b) Licensee agrees to pay to Licensor a non-refundable Capital Expenditure Fee in the total amount of \$ _____. Such fee shall be payable in two (2) installments. The first installment will be in the amount of \$ _____, and will be due upon Licensee's execution of this Schedule. The second installment, in the amount of \$ _____, shall be paid upon the earlier to occur of: (1) the completion of the required site improvement work by Licensor to accommodate the Licensee at the Site; (2) the Commencement Date; or (3) the date Licensee elects to terminate this Schedule. Upon the occurrence of any one of the foregoing, payment shall be made within ten (10) days thereafter. The cumulative Capital Expenditure Fee is non-refundable, and due and payable under all circumstances (including the second installment thereof), even if Licensee fails to ultimately install on the Site and/or elects to terminate this Schedule (unless such failure was the direct result of Licensor failing to make reasonable accommodations to initially permit Licensee's on-site installations).

OR

- (c) To be determined upon completion of the Structural Analysis above. If the parties cannot agree upon the Capital Expenditure Fee within thirty (30) days prior to the Commencement Date, either party shall have the right to terminate this Schedule.

COPY

**EXHIBIT B
SINGLE SITE LICENSE No.: 190478003N0021
PERMITTED EQUIPMENT AND FREQUENCIES**

This Exhibit contains, in its entirety, Licensee's inventory of equipment specific to this License Agreement.

LICENSEE'S FCC LICENSE/CALL SIGN(S): KZOE
EXPIRATION DATE: 02/01/2006

TOWER (SDA) MOUNTED EQUIPMENT LIST

CURRENTLY INSTALLED TO BE INSTALLED

Lessee Owned Antenna(s) (OR) Lessor's Master Antenna System

ANTENNA# 1	Mounting Height:	95 ft.	Direction: <input checked="" type="checkbox"/> Up <input type="checkbox"/> Down		
Transmit <input type="checkbox"/>	Receive <input checked="" type="checkbox"/>	Leg/Face:	Leg C		
Make:	Scala	Model:	PR-950 Paraflector	Length:	6 ft.
Azimuth:	270 °	Weight:	38 lbs.	Weight:	
Mount Type:	Antenna	ERP:			
Coax Size:	7/8"	Brass Tag:	009		

ANTENNA# 2	Mounting Height:	100 ft.	Direction: <input checked="" type="checkbox"/> Up <input type="checkbox"/> Down		
Transmit <input checked="" type="checkbox"/>	Receive <input type="checkbox"/>	Leg/Face:	Leg C		
Make:	ERI	Model:	P300 FM Antenna	Length:	2 ft.
Azimuth:	270 °	Weight:	27 lbs.	Weight:	22 lbs.
Mount Type:	Side Arm	ERP:	500 watts		
Coax Size:	1 5/8"	Brass Tag:	010		
Notes:	Vertically polarized LP FM antenna.				

Total # of Antennas:	2	Total # of Feedlines:	2
-----------------------------	---	------------------------------	---

GROUND & BUILDING EQUIPMENT LIST

Currently Installed <input checked="" type="checkbox"/>	Lessor's Building <input type="checkbox"/> (OR) Lessee's Building <input checked="" type="checkbox"/>	10 "L x 10 "W x 6 "H
TO BE INSTALLED <input type="checkbox"/>		
Outdoor Pad/Slab:	ft x ft (sq. ft.)	
Utilizing Multicoupler:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode:
Utilizing Combiner:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode:
Utilizing Crossband Coupler:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Owned by Lessor <input type="checkbox"/> or Lessee <input type="checkbox"/> Barcode:
Filters/Duplexers/Bandpass/Isoplexor:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Barcode:

Total # of Cabinets:	1	Total # of Units:	1
PTI Bar Codes:	61237		
Serial #:	77253		
Stacked:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Cabinet Dimensions:	12 "W x 5 "D x 14 "H		
Floor Space:	2 ft. x 2 ft. (4 sq. ft.)	Building Space:	ft. x ft. (sq. ft.)
Equipment Make/Model:	ABB 5570C10G10	Type:	Power Supply
Power Requirements:	240 volts	Transmit Power:	

COPY

Total # of Racks:	1		Total # of Units:	3	
PTI Bar Codes:	61235	61236	61234		
Serial #:	3885	3695			
Stacked:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Rack Dimensions:	20 "W x 20 " D x 72 " H				
Floor Space:	2 ft. x 2 ft. (4 sq. ft.)		Building Space:	ft. x ft. (sq. ft.)	
Equipment Make/Model:	(2) Merit R-10 (1) Quantum E series		Type:	(2) Receivers (1) Transmitter	
Power Requirements:	120 volts	Transmit Power:	275 watts		
Notes:					

Transmit Frequency (MHz):	90.30000				
Receive Frequency (MHz):	946.37500	946.62500			

Electrical Usage

- Included in Price (PTI Bundled)
 Tenant Direct (Tenants Cost)
 Tenant Sub-meter
 Flat Rate \$

NOTE: This Schedule contains, in its entirety, Lessee's inventory of equipment specific to this rental agreement.

COPY

EXHIBIT C

INSURANCE FOR LICENSEE, LICENSEE'S CONTRACTORS AND LICENSEE'S SUBCONTRACTORS

Within five (5) days after the execution of the License, but prior to the commencement of the initial term of such License, Licensee shall provide Licensor with certificates of insurance evidencing the foregoing coverage in force for the applicable Site with a thirty (30) day notice to Licensor requirement for cancellation, non-renewal, or material change. Notwithstanding the foregoing, certificates of insurance with regard to Approved Contractors may be provided to Licensor prior to their work on any Site. Each certificate must be Site specific and shall name Licensor as an "additional insured" on the applicable liability policy, except workers compensation insurance. All insurance shall be maintained during the term of the applicable License in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A- VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Licensee's other property.

Contractor's and Subcontractor's Commercial General Liability: Licensee shall require insurance of the following types and in the following amounts:

(1) Licensee shall require Approved Contractors working on the Site performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.).

To carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

(2) Licensee will require Approved Contractors working at a Site, but not on the tower itself, and excluding the above functions, to carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

(3) Licensee will require Approved Contractors working at a Site in any capacity which requires climbing the tower itself, to carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

Property: Licensee shall insure its Permitted Equipment and the property of others for which Licensee is responsible, against all loss of damage, including business interruption, in an amount no less than full replacement value. Licensor shall not provide any such insurance, and assumes no responsibility for damage occurring to Licensee's equipment, or that of Licensee's Contractor's and/or subcontractor's, including business interruption.

Business Automobile Liability: Licensee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

Commercial General Liability: Licensee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit	\$ 5,000.00

Workers Compensation:

Requirements for the State of the site location	Statutory
Employers Liability	
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

COPY