

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of January 29, 2016, by and between, **EDUCATIONAL MEDIA FOUNDATION**, a California 501(c)(3) corporation ("Seller") and **ALPHA MEDIA LICENSEE, LLC**, a Delaware Limited Liability Company ("Buyer") (and, collectively, "Parties").

### WITNESSETH:

WHEREAS, Seller is the licensee of FM translator station W265CZ (the "Station"), at Meridian, Mississippi (Facility ID #85887), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain assets used in connection with the operation of the Station; and

WHEREAS, FCC authorizations may be assigned only with the prior consent of the FCC;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.**

(a) At Closing (as hereinafter defined), Seller agrees to sell, transfer, assign, convey and deliver to Buyer and Buyer shall purchase and assume from Seller, free and clear of any liens other than liens for taxes not yet due and payable, the following assets used in connection with the operation of the Station ("Assets"), but excluding the Excluded Assets described in subparagraph (b) below:

(i) Seller's equipment and other tangible personal property used in the transmission operations of the Station (the "Tangible Personal Property") identified on Schedule 1 hereto;

(ii) All licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "FCC Authorizations"), issued by the FCC, to Seller in connection with the operations of the Stations, identified on Schedule 2 hereto;

(iii) Seller's right, title and interest in and to the leasehold interests in the site lease (the "Lease") to lease space at the current tower site for the Station (the "Tower Site Property"), as identified on Schedule 3 hereto;

(b) Seller shall not sell, assign or transfer to Buyer any assets, of whatever

kind or nature, wherever located, which are held by Seller and used or useful in connection with the operations or ownership of any station or stations other than the Station, including any privileges, rights, interests and claims associated therewith (the "Excluded Assets") and specifically including, without limitation, the following:

(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 (other than the Lease), 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 deposits and all prepaid expenses and taxes;

(iv) Seller's corporate records; and

(v) All tangible and intangible personal and real property used or useful in connection with all of Seller's broadcast properties excluding the Station.

2. **Consideration.** 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 Thirty Five Thousand Dollars (\$35,000) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing in cash by wire transfer of immediately available funds. Within two business days of execution and delivery of this Agreement, Buyer shall place an earnest money deposit equivalent to the Purchase Price ("Deposit") with WashingtonFirst Bank ("Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement") in a form agreed to by the parties. Moneys held in escrow shall be applied as set forth both in this Agreement and in the Escrow Agreement. The Deposit will be credited against the Purchase Price at Closing or held by Seller as liquidated damages, and not as a penalty, in the event the transaction contemplated herein does not close as a result of a material breach by Buyer or if the FCC does not grant the Assignment Application for any reason other than as a result of any action or inaction by Seller. In all other events the Deposit shall be returned to Buyer. The parties shall execute and deliver joint written instructions to the Escrow Agent as required to distribute the Deposit as set forth herein.

3. **FCC Consent; Assignment Application.** At a date not later than January 29, 2016, 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"). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay. Seller agrees to provide written consent to Buyer and to associate Buyer's FCC Registration Number with the Station to enable Buyer to file a modification application ("Modification Application") contingent upon the grant of the Assignment Application. Buyer shall be solely responsible for the filing of the Modification Application.

Buyer shall provide a copy of the Modification Application to Seller. Grant of the Modification Application shall not be a condition to closing.

4. **Closing Date; Closing Place.** The closing (the “*Closing*”) of the transactions contemplated by this Agreement shall occur not later than 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 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, facsimile, or electronic mail, as the Buyer and Seller may agree.

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

(a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. Seller has the power and authority to execute and deliver this Agreement and 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) Schedule 1 hereto contains a list of the Tangible Personal Property owned 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. Other than as specifically set forth in this Section 5(b), each material item on Tangible Personal Property shall be conveyed to Buyer without representation or warranty, “as-is, where-is.”

(c) Schedule 2 hereto contains a true and complete list of the FCC Authorizations that are required by the FCC to operate the Station. The FCC Authorizations are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC 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 such conditions as are stated on the face thereof.

(d) Seller has a valid leasehold interest in the Lease described on Schedule 3, and Seller is not in material breach or default with respect to the Lease.

(e) 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 transaction 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.

(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 transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

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

(a) 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.

(b) Buyer is legally, financially and technically qualified to acquire and become the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Authorizations or as the owner and operator of the Station. No waiver of any FCC rule or policy with respect to Buyer, its business or operations, is necessary for the FCC Consent to be obtained. Buyer has and will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby.

(c) There is no broker or finder or other person who would have any valid claim against Seller 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 Buyer.

(d) 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 other 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 take all reasonable actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect.

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 become a Final Order;

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

(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 been granted;

(iv) The FCC Authorizations shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, or refuse to renew any of such FCC Authorizations;

(v) 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 shall 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 transferring title to the Tangible Personal Property to Buyer;

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

(iii) An Assignment and Assumption of the Lease, along with the written consent of the Lessor thereunder to the assignment of the Lease to Buyer; and

(iv) A certificate that the conditions set forth in Section 8(b)(i) and 8(b)(ii) have been satisfied by Seller as of the Closing Date.

(v) 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 Purchase Price;

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

(iii) An Assignment and Assumption of the Lease; and

(iv) A certificate that the conditions set forth in Section 8(a)(i) and 8(a)(ii) have been satisfied by Buyer as of the Closing Date.

(v) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

10. **Indemnification.** Each party agrees to indemnify the other for its breach of any representations, warranties and covenants contained herein. The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire three (3) months after the Closing Date. Notwithstanding the foregoing, the maximum that Buyer may recover by indemnification or otherwise from Seller as post-closing claims shall be limited to an aggregate of the Purchase Price.

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) by Seller, if the Closing has not occurred within 12 months of the date hereof.

(b) The Seller's exclusive remedy upon a termination of this Agreement by the Seller due to a breach by the Buyer of any of its material obligations under this Agreement shall be to receive the Deposit from the Escrow Agent as liquidated damages (and not as a penalty).

(c) 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 obligations 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 performances 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.

12. **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:

Educational Media Foundation  
5700 West Oaks Blvd.  
Rocklin, CA 95765  
Attn: Mike Novak, President

With a copy (which shall not  
Constitute notice) to:

David Oxenford, Esq.  
Wilkinson Barker Knauer LLP  
1800 M Street, N.W., Suite 800N  
Washington, D.C. 20036

If to Buyer, to:

c/o Alpha Media, LLC  
1211 SW 5<sup>th</sup> Avenue  
Suite 750  
Portland, OR 97204  
Attn: Donna Heffner, Chief Financial Officer and Michael Everhart, Director of

Engineering

With a copy (which shall not  
Constitute notice) to:

Wiley Rein LLP  
1776 K Street NW  
Washington, DC 20006  
Attn: Greg Masters

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

14. **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.

15. **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 or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

16. **Expenses.** Except as otherwise set forth herein, each party 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.

17. **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 assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

18. **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 parties.

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

**SELLER:**

**EDUCATIONAL MEDIA FOUNDATION**

By:   
Joseph C. Miller, Vice President of Signal Development

By:   
N. David Atkinson,  
Vice President of Financial Analysis and Treasury

**BUYER:**

**ALPHA MEDIA LICENSEE, LLC**

By: \_\_\_\_\_  
Bob Proffitt, Chief Executive Officer

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

**SELLER:**

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Joseph C. Miller, Vice President of Signal Development

By: \_\_\_\_\_  
N. David Atkinson,  
Vice President of Financial Analysis and Treasury

**BUYER:**

**ALPHA MEDIA LICENSEE, LLC**

By:  \_\_\_\_\_  
Bob Proffitt, Chief Executive Officer

**SCHEDULE 1**

Antenna  
Transmitter  
coax

**SCHEDULE 2**

***FCC Authorizations***

**Educational Media Foundation  
W265CZ, Meridian, Mississippi (FIN: 85887)**

<b><u>Type of Authorization</u></b>	<b><u>Call Sign</u></b>	<b><u>FCC File Number</u></b>	<b><u>Grant Date</u></b>	<b><u>Expiration Date</u></b>
Broadcast License	W265CZ	BLFT-20150316AAV	3/30/2015	6/1/2020

**SCHEDULE 3**

*Tower Lease*

See Attached

## LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is made and entered into on May 14, 2015 by and between Mississippi Events, LLC, with a mailing address of P.O. Box 1699, Meridian, MS 39301 (hereinafter "Lessor"), and Educational Media Foundation, a California non-profit corporation, located at 5700 West Oaks Blvd., Rocklin, CA 95765 (hereinafter "Lessee").

For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the following is hereby agreed to.

1. **Parties and Purpose.** Lessor hereby agrees to provide Lessee with facilities for the housing and operation of certain transmitting and receiving equipment, including, but not limited to, the installation and operation of antennas or antenna systems, and the space required to run cables between the equipment and the antenna or antenna systems (hereinafter "Facilities") which Facilities are described in Exhibit A. Lessee shall be permitted to install, operate, maintain, repair, modify, replace, alter and remove its broadcast and other related equipment, including, but not limited to, its antennas or antenna systems, transmitting and receiving equipment, and cables, as described in Exhibit A (hereinafter "Equipment"). Lessee agrees to accept the Facilities for such purposes, subject to the terms and conditions of this Lease.

2. **Location.** The Facilities to be furnished to Lessee are located at Lessor's transmission site (hereinafter "Site"), which is located on State Route 45 1.8 miles South of Meridian,, MS 39301 (Coordinates (NAD 83): 32-18-44.0 N, 88-41-33.0 W) (ASRN: 1063644).

3. **Term.** This Lease shall be for an initial term of five (5) years commencing on the earlier of (i) the commencement of installation of Lessee's Equipment at the Site or (ii) three (3) months after the full execution of this Lease.

4. **Rent.** The rent to be paid by Lessee to Lessor shall be Three Hundred Seventy-five Dollars (\$375.00) each month, payable on or before the first day of each month during the term of this Lease. Any partial months shall be prorated on a daily basis based on the number of days in the subject month.

The rent will increase on the first anniversary of the commencement date and each year thereafter throughout the initial term and any renewal terms by the increase, if any, in the U.S. Consumer Price Index (All Urban Consumers – All Items) using the respective comparison dates that are fourteen (14) months and two (2) months before the subject anniversary date.

5. **Option to Renew.** Lessee shall have the option to renew this Lease on the same terms and conditions as contained herein for two (2) additional five (5) year terms. This Lease will automatically renew for each renewal term unless Lessee provides notice to Lessor at least sixty (60) days before the expiration of the then current term of its intent to terminate.

Unless notice of intent to terminate is provided by either party at least thirty (30) days prior to the expiration of the final available renewal term, this Lease shall continue on a month-to-month basis, and may then be terminated by either party by providing the other party with at least thirty (30) days' notice of its intent to terminate.

6. Access and Insurance. Lessee shall have the unrestricted right to enter or leave the Facilities where its Equipment is located twenty-four (24) hours per day, seven (7) days per week. Lessee will maintain a policy of commercial general liability insurance in order to insure its Equipment and operations at the Site and will ensure that all persons granted access to the tower are covered by liability and statutory worker's compensation insurance.

7. Electrical Interference. In the event that Lessee's Equipment causes objectionable interference to Lessor or other prior-in-use tenants at the Site, Lessee will make all commercially reasonable efforts to immediately eliminate the interference, including the temporary cessation of its operations, until the interference is eliminated or reduced to reasonably acceptable levels. Lessee will be allowed to intermittently operate, to the minimum extent necessary, its Equipment solely for the purpose of determining whether the interference has been sufficiently reduced or eliminated. If Lessee is unable after exercising commercially reasonable efforts to sufficiently reduce or eliminate the interference to Lessor's reasonable satisfaction, Lessee shall have the right to terminate this Lease. A similar provision shall be applied to all subsequent uses and users of the Site.

In the event that the equipment or operations of other users at the Site objectionably interfere with Lessee's Equipment or operations at the Site, Lessee shall immediately notify Lessor in writing at which time Lessor shall make all commercially reasonable efforts to determine the source of the interference. If the party creating the interference commenced its lease or tenancy, or installed the equipment which created the interference after Lessee's installation date, Lessor shall inform the interfering party of the interference with notice to eliminate or sufficiently reduce the interference to Lessee's reasonable satisfaction.

In the event any subsequent use or user is unable to eliminate the interference, or to reduce the interference to a reasonably acceptable level within a period of thirty (30) days from the effective notice date, Lessee may terminate this Lease by providing notice to Lessor. In addition, Lessee shall have the right to terminate this Lease upon ninety (90) days notice should its reception or transmission be materially interfered with or materially affected by other antenna or equipment, or by obstacles such as buildings, additions, towers or other structures which may be constructed or maintained in Lessee's receiving or transmitting paths after the date of this Lease. Upon termination of this Lease pursuant to this Section 7, neither party shall have any further ongoing obligation and/or liability under this Lease other than Lessee's obligation to remove all of its Equipment from the Site, in accordance with Section 12 of this Lease.

8. Utilities. Lessee shall be entitled to connect to and to use Lessor's utilities. Lessee shall reimburse Lessor the sum of Twenty-five Dollars (\$25.00) per month for the cost of the utilities that it consumes for the operation of its Equipment at the Site. In the event that

Lessee's utility usage exceeds \$25.00 in any given month, Lessor, upon providing to Lessee adequate proof of Lessee's utility usage, will be entitled to reimbursement from Lessee for Lessee's utility usage to the extent that it exceeds \$25.00 in any such month.

9. Taxes. Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by Lessor. Lessee agrees to pay all such taxes which are assessed against Lessor and/or Lessee due to the personal property and improvements constructed or maintained by Lessee on or about the Site; provided, however, Lessee shall have the right to receive proof of such taxes or assessments and to receive prior written notification of any taxes or assessments for which it is to be charged, so as to be given the opportunity to appear before the taxing authority and contest said taxes or assessments.

10. Modifications to Equipment. It is understood between the parties that Lessee may desire to make modifications, replacements or alterations to its Equipment at the Site. Lessee shall be permitted, without notice to Lessor, to make any modifications, replacements or alterations to its Equipment, which is not located on the tower. Except in cases of emergency, Lessee will provide Lessor with at least seven (7) days notice prior to performing any work on the tower. Said notice need not be in writing and may be made by telephone, email or facsimile transmission. If a proposed replacement, substitution or modification (hereinafter "Modification") of its Equipment on the tower will result in an increased antenna weight or wind load, Lessee will be required to obtain the prior written consent of Lessor, which consent will not be unreasonably withheld, and, if necessary, Lessee will be responsible, at its sole expense, for verifying that the Modification is permissible, including, if necessary, obtaining a structural analysis. Lessor may not increase the rent charged to Lessee for any modifications to its Equipment which is not located on the tower or for modifications on the tower which do not materially increase the antenna weight or wind load to the tower.

11. Liability and Indemnification. Lessee and Lessor shall at all times comply with all laws, ordinances, rules and regulations of any and all municipal, state and federal governmental authorities relating to each party's respective use and operations at the Site, including, but not limited to, the installation, maintenance, modification, height, location, use, operation and removal of any equipment, and other alterations or improvements. Each party shall fully indemnify the other party against any loss or expense, including, but not limited to, reasonable attorney's fees, which may be sustained or incurred by the other party as a result of the indemnifying party's use or operations at the Site, except to the extent caused by the acts or omissions of the indemnified party. Except for the acts or omissions of Lessor, Lessee, or their respective agents or employees, in furtherance of this Lease, neither Lessor nor Lessee shall be liable to the other party for any loss or damages arising out of personal injuries or property damage.

Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Furthermore, should Lessee be cited by

**EXHIBIT "A-1"**  
**W265CZ – Meridian, Ms – 100.9 MHz - 85887)**

**Frequencies of Operation**

Transmit: 100.9 MHz

Receive: 98.9 MHz (feed station: WMSO)

**Tower**

NAD 27 Coordinates: N 32-18-43.5, W 88-41-32.8  
ASRN#: 1063644

NAD 83 Coordinates: N 32-18-44.0, W 88-41-33.0

**Transmit (TX) Antenna**

Antenna Make: Nicom  
Transmit Antenna Dimensions: 58"x32"x32"  
Orientation: TBD

Model: BKG77  
Number of Bays: 1  
COR: 76m/250'

**Transmission Line for TX Antenna**

Line Make: RFS Cablewave Foam  
Line Size: 1/2"

Model: LCF12-50  
Location of Line: Tower

**RX Antenna**

Antenna Make: Kathrein Scala  
Antenna Dimensions: 94.6"x66.4"  
Orientation: TBD

Model: CL-FMRX  
COR: 30m/100'

**Transmission Line for Receive Antenna**

Line Make: RFS Cablewave Foam  
Line Size: 1/2"

Model: LCF12-50  
Location of Line: Tower

**Transmitter**

Transmitter Make: Crown  
Power Output: .043kW

Model: FM100

**ERP**

Watts: 10

**Shelter and/or Ground Space Required**

Check all that apply:

- Rack Dimensions: 24 in W x 36 in D and up to 7 ft H
- Landlord Shelter – 16 Sq. Ft. needed

**Electrical Requirements**

Fill in boxes below:

Minimum .40 Amps; 220 Volts; Single Phase

**Notes**

EMF would also like to install a LEO (Low Earth Orbit) monitor to monitor and shut off EMF owned equipment remotely. The LEO antenna is .75" tall, it weighs 7 oz. and is usually flush-mounted to the shelter, but because it is a portable building, the LEO will be affixed to the tower. LEO transmits from 1616 to 1626.5 MHz. RG-8/U type coax. Electrical requirements: Transmitter: 117VAC/20A.