

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made on this 30th day of July, 2013, by and among COCHISE MEDIA LICENSES LLC, a Wyoming limited liability company ("Cochise Licenses"), COCHISE BROADCASTING LLC, a Wyoming limited liability company ("Cochise Broadcasting" and, together with Cochise Licenses, "Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer"). Seller and Buyer are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Seller desires to convey all rights, title, and interest in and to substantially all of the assets of FM Broadcast Station KYEN, Severance, Colorado (FCC Facility ID No. 164151) (the "Station"), subject to the terms and conditions stated herein; and

WHEREAS, Buyer desires to receive and own the Station and its assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the "FCC"); and

WHEREAS, Buyer and Seller acknowledge they anticipate that the fair market and appraised value of the Station is greater value than the Purchase Price, which will result in a bargain sale to a charitable organization, and that the amount by which the appraised value exceeds the Purchase Price, if any, will be a charitable contribution from Seller to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS.** Subject to the prior approval of the FCC, Seller agrees to transfer, assign, convey, and deliver to Buyer, and Buyer agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following:
 - (a) all licenses, construction permits, authorizations or other rights of any kind issued or granted by the FCC to Seller with respect to the Station (collectively the "FCC Licenses") as listed in Schedule 1 (a);
 - (b) the real property lease used in the operation of the Station's transmitter facility ("Real Property Lease") listed in Schedule 1(b);
 - (c) the broadcast equipment of the Station (the "Equipment") listed in Schedule 1(c);
 - (d) all FCC files and records pertaining to the Station ("FCC Records").

The schedules as identified in the foregoing are attached hereto and made a part hereof. The FCC Licenses, Real Property Lease, Equipment, and FCC Records, are sometimes collectively referred

to in this Agreement as the "Assets." Seller will retain its: (i) accounts receivable arising from the operation of the Station prior to Closing, cash, deposits and prepaid items; (ii) the slogans "Rocks the Rockies", "We Rock the Rockies", "Rock the Rockies", the Station's website's domain name "www.rocktherockies.com" and its contents; (iii) any rights that Seller may have to the call sign KYEN; and (iv) any other asset not specifically identified on Schedules 1(a) through 1(d) hereto.

Except as specifically provided herein, Buyer assumes no liabilities, debts, or obligations of any nature whatever, including without limitation, liabilities, debts or obligations for Station's personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Seller except as set forth in Schedule 1(b) as to the Real Property Lease. Buyer assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt or obligation of Seller, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

2. PURCHASE PRICE, ESCROW AGREEMENT AND DONATION.

(a) Purchase Price. The purchase price for the Assets is One Million Three Hundred Twenty Five Thousand Dollars (\$1,325,000.00) (the "Purchase Price"). All prepaid and deferred expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the Closing Date. The prorations and adjustments contemplated by this Section shall be made to the extent practicable at the Closing (as defined in Section 6 below), and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

(b) Escrow Agreement. Upon execution and delivery of this Agreement, Buyer shall deposit with Broker (as defined below) the amount of Sixty Six Thousand Two Hundred Fifty Dollars (\$66,250.00) (the "Escrow Deposit") subject to an escrow agreement attached hereto as Exhibit 1 (the "Escrow Agreement"). At the Closing, the Escrow Deposit shall be delivered by Broker to Seller as a credit against the Purchase Price.

(c) Charitable Contribution. Buyer and Seller acknowledge that this transaction will result in a bargain sale to a charitable organization and that the amount by which the Appraised Value (as defined below) exceeds the Purchase Price will be a charitable contribution from Seller to Buyer. The "Appraised Value" of the Assets shall be determined prior to Closing by a qualified appraiser of broadcast properties selected by Seller. The appraisal shall be at Seller's expense. Buyer agrees to cooperate with Seller as necessary to provide any required documentation or information that may be necessary to effectuate reporting of the charitable contribution and further substantiation of the same to the Internal Revenue Service including, but not limited to, execution of IRS Form 8283 (the "Donation Documents").

3. SELLER'S COVENANTS AND WARRANTIES. Seller hereby covenants and warrants as follows:

(a) The FCC Licenses are in full force and effect, and the Station operates in material compliance with the FCC Licenses, the rules and regulations of the FCC, and applicable

laws of the State of Colorado and federal laws.

(b) Seller is aware of no litigation, proceeding, or investigation pending or threatened against or relating to Seller, its business, or the Assets to be transferred hereunder, and knows of no reason why the FCC Licenses would not be renewed in the ordinary course.

(c) Seller has good and marketable title to all owned Assets.

(d) Seller will convey said Assets to Buyer in "as is" condition on the Closing Date provided, however, that on the Closing Date the Station shall be transmitting at not less than 90% of its licensed power. Except as expressly set forth in this Agreement, makes no other warranties whatsoever with regard to the condition of said Assets.

(e) The Real Property Lease is in good standing and in full force and effect.

(f) Seller will deliver the Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments or other encumbrances of any kind, arising during the time period during which Seller has owned the Assets.

(g) Seller has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

(h) Seller is responsible for all liabilities and other obligations to all current employees of Seller employed at the Station and any employees hired by Seller up to the Closing Date. It is understood and agreed by the Parties that Buyer may hire new employees to operate the Station for dates after the Closing Date, assumes no liabilities or obligations whatsoever for the Station's current employees, and is under no obligation to hire any such employees.

(i) As of the Closing Date, Seller will have paid all taxes and assessments, rent, water, sewer, and other utility charges or assessments relating to the Assets, if any.

(j) Except as to Kalil & Company, Inc. (the "Broker"), whose fee shall be paid in full by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(k) The warranties, representations, and covenants contained in this Section 3 shall survive Closing for a period of one (1) year.

(l) Seller agrees to cooperate with Buyer in connection with the filing of an application by Buyer for the Station to become a non-commercial educational station and for a waiver of the FCC's main studio rules, with such conversion and waiver to be effective on or after the Closing Date. The grant of such waiver shall not be a condition to Closing. Seller shall be deemed to have cooperated with Buyer by prompt delivery of the signed statement required under Section 73.3517 of the FCC rules.

4. **BUYER'S COVENANTS AND WARRANTIES.** Buyer hereby covenants and warrants as follows:

- (a) Buyer has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Buyer enforceable in accordance with its terms.
- (b) Buyer knows of no reason why it should not be approved to become a holder of the FCC Licenses.
- (c) Prior to Closing, Buyer will have inspected the Assets to be conveyed pursuant to the terms of this Agreement and found each item to be in acceptable condition and suitable for Buyer's purposes.
- (d) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.
- (e) Prior to Closing, Buyer shall apply to the FCC to change the Station's call sign, contingent upon the Closing, from KYEN to a call sign selected by Buyer.
- (f) The warranties, covenants, and representations contained in this Section 4 shall survive the Closing Date for a period of one (1) year.
- (g) Buyer is a tax-exempt nonprofit charitable corporation pursuant to Section 501(c) of the Internal Revenue Code.
- (h) Buyer agrees to cooperate with Seller as necessary to provide any required documentation or information that may be necessary to effectuate reporting of the charitable contribution and further substantiation of the same to the Internal Revenue Service including, but not limited to, the Donation Documents.

5. **FCC ASSIGNMENT APPLICATION.** Seller and Buyer shall file an application with the FCC for consent to the assignment of the FCC Licenses to Buyer within five (5) business days after executing this Agreement and to cooperate fully and diligently in seeking FCC's consent to assignment of the FCC Licenses from Seller to Buyer.

6. **CLOSING.** The closing (the "*Closing*") of the transaction contemplated by this Agreement shall occur on a date (the "*Closing Date*") fixed by mutual consent of Seller and Buyer on a date which shall be after the FCC Consent has been granted and no later than ten (10) days following such grant. The Closing shall be held by mail or exchange of signed documents by electronic communications (*e.g.* fax, e-mail, etc.).

7. CONDITIONS PRECEDENT TO CLOSING.

(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 be effective;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the Purchase Price and the documents required to be delivered pursuant to Section 8; and

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

(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) Seller shall have obtained from the landlords thereof, if required, a consent to assignment of the Real Property Leases, and Seller shall have used reasonable efforts to obtain from the landlords an estoppel certificate in customary form;

(iv) The FCC Consent contemplated by this Agreement shall be effective;

(v) There shall not be any liens on the Assets arising from the time period during which Seller has owned the Assets, or any financing statements of record listing Seller as the Debtor, other than Permitted Liens (as defined below) and those to be satisfied by Seller on or before the Closing Date. Prior to Closing, Buyer may obtain lien search reports, in form and substance satisfactory to Buyer, reflecting the results of UCC, tax, and judgment lien searches conducted as necessary in Buyer's reasonable judgment. "Permitted Liens" shall mean

liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 2(a) hereof; and

(vi) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 8.

8. **CLOSING DOCUMENTS.**

(a) Seller will, at Closing, execute and deliver to Buyer customary assignments, instruments, and other documents sufficient to grant to Buyer title to the Assets, free and clear of liabilities, debts, claims, assessments, liens and other encumbrances of any kind. Buyer will, at Closing, execute and deliver to Seller such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Real Property Lease.

(b) Buyer will, at Closing, deliver or cause to be delivered to Seller the Purchase Price, less the Escrow Deposit, in immediately available funds by wire transfer to an account specified by Seller.

(c) Buyer and Seller will, at Closing, execute and deliver joint written instructions to the Broker authorizing the Broker to deliver the Escrow Deposit to Seller.

(d) Buyer will, at Closing, deliver to Seller the Donation Documents.

9. **TERMINATION.** This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period; or

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is six (6) months after the execution of this Agreement, and if the Party giving notice is not then in default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a Party receives from the other Party written notice of breach or default hereunder and continuing for ten (10) days thereafter.

10. **DAMAGES UPON TERMINATION.** Termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under Sections 9(c) or 9(d), due to a default of Seller, this Agreement shall be deemed null and void and the Escrow Deposit shall be returned to Buyer and neither Party will have any further liability or obligation to the other. Upon termination under Sections 9(b) or 9(d), due to a default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Escrow Deposit as liquidated damages. If this Agreement is terminable pursuant to Section 9(c) due to the default of Seller, Buyer may, as an alternative to terminating this Agreement and return of the Escrow Deposit, bring an action for specific performance, Seller hereby acknowledging that the Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

THE DELIVERY OF THE LIQUIDATED DAMAGES AMOUNT TO SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR A BREACH HEREUNDER IF CLOSING DOES NOT OCCUR. BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY A BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

11. **ARBITRATION.** In the event of any dispute, controversy or claim under the provisions of this Agreement other than one in which the sole relief sought is an equitable remedy such as an injunction, the Parties shall be required to have the dispute, controversy or claim settled by arbitration in Wyoming in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, before a panel of three arbitrators, two of whom shall be selected by Seller and Buyer, respectively, and the third of whom shall be selected by the other two arbitrators. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by either Party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The fees of the American Arbitration Association and the arbitrators and any expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) shall be paid as determined by the arbitrators.

12. **STATION CONTROL.** Prior to Closing, Seller shall have complete control over the Assets and operation of the Station. Buyer shall have the right to reasonable access to the Station's logs and other records as to the operation of the Station prior to Closing and to inspect the Assets upon prior reasonable written notice to Seller. Upon Closing and the transfer and assignment of the Assets, as contemplated herein, the Buyer shall have complete control over the Assets and operation of Station.

13. **INDEMNIFICATION.**

(a) Seller hereby agrees to indemnify, defend, save, and hold Buyer harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including

reasonable counsel fees, threatened, suffered, incurred, or sustained by Buyer by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Assets or operation of the Station prior to the Closing Date hereunder, or arising out of any breach by Seller of the Real Property Lease or of any other agreements which might be assigned to Buyer hereunder because of events occurring prior to the Closing Date. The Seller's maximum liability under this Section 13(a) shall be limited to twenty five percent (25%) of the Purchase Price. This Section 13(a) shall survive Closing for one (1) year.

(b) Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Assets or operation of the Station subsequent to the Closing Date hereunder or arising out of any breach by Buyer of the Real Property Lease assigned to the Buyer hereunder because of events occurring after the Closing Date hereunder. Except for liabilities associated with the Real Property Lease, the Buyer's maximum liability under this Section 13(b) shall be limited to twenty five percent (25%) of the Purchase Price. This Section 13(b) shall survive Closing for one (1) year.

14. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Seller: Cochise Media Licenses LLC
PO Box 11060
Jackson, Wyoming 83002
Attention: Ted Tucker

With a copy (which shall not constitute notice) to:
Susan A. Marshall, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th St., 11th Floor
Arlington, VA 22209

If to Buyer: Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, California 95765
Attention: Kevin Blair, Esq.

With a copy (which shall not constitute notice) to:
David D. Oxenford
Wilkinson, Barker & Knauer, LLP
2300 N. Street, NW, Suite 700
Washington, DC 20037

15. **ASSIGNMENT.** Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

16. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

17. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wyoming, without regards, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

18. **ENTIRE AGREEMENT.** This Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Seller and Buyer with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

19. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance set forth in this Section.

20. **FURTHER ASSURANCES.** From time to time before, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as the other Party, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at the Closing, and any and all actions which may reasonably be necessary or desirable to complete the transactions

contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

21. **COUNTERPARTS.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Agreement transmitted by facsimile or other electronic means shall be valid and binding.

22. **RISK OF LOSS.**

(a) The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller.

(b) Subject to the limitations set forth in Section 22(c) below, Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets prior to Closing, provided, however, that in the event that the Assets with a value of greater than Ten Thousand Dollars (\$10,000) remain 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.

(c) Seller shall have no responsibility to repair or replace damaged or lost Assets if the cost of such repair or replacement exceeds Twenty-Five Thousand Dollars (\$25,000), provided, however, that Seller shall advise Buyer, within five (5) days after discovering such damage or loss, whether Seller intends to repair or replace the affected Assets. Within five (5) days after receipt of notice that Seller does not intend to repair or replace such affected Assets, Buyer may, at its option, either (i) 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, or (ii) terminate this Agreement without penalty upon written notice to Seller.

23. **BROADCAST INTERRUPTION.** Between the date of this Agreement and Closing, Seller may, in its sole discretion, elect to interrupt broadcast operations of the Station consistent with the FCC's rules applicable to the Station. Seller will notify the FCC and obtain any necessary special temporary authority to keep the Station silent, as required by the FCC's rules. Prior to the Closing, Seller shall return the Station to full-power operation in order to comply with Buyer's representation and warranty set forth in Section 3(d) above.

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SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER: **COCHISE MEDIA LICENSES LLC**

By: Ted Tucker
Name: Ted Tucker
Title: Managing Member

COCHISE BROADCASTING LLC

By: Ted Tucker
Name: Ted Tucker
Title: Managing Member

BUYER: **EDUCATIONAL MEDIA FOUNDATION**

By: Mike Novak
Name: MIKE NOVAK
Title: PRESIDENT AND CEO

Table of Schedules and Exhibits

SCHEDULES

- 1.1(a) FCC Licenses**
- 1.1(b) Real Property Lease Description and Copy**
- 1.1(c) Inventory of Equipment**

EXHIBITS

- 1. Escrow Agreement**

Schedule 1.1(a)

List of Licenses, Permits and Authorizations

LICENSE AUTHORIZATION (BLH-20080317AAZ) FOR KYEN TO OPERATE AT SEVERANCE, COLORADO WITH FCC FACILITY ID NUMBER 164151 ON 103.9 MHZ AS RENEWED BY BRH-20121203BRZ

Schedule 1.1(b)

Real Property Lease Description and Copy

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