

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of this 3 day of June, 2008, by and between CREATIVE EDUCATIONAL MEDIA CORP., INC. ("Seller") and American Public Media Group ("Buyer");

WITNESSETH:

WHEREAS, Seller is the licensee of noncommercial broadcast station KBXO-FM at Coachella, California (Facility ID # 85911); and

WHEREAS, Buyer desires to acquire the broadcast license and associated broadcast equipment located in California for KBXO-FM, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means a date to be designated by Buyer which shall not be earlier than the tenth (10th) nor later than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of the KBXO-FM license; provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has become a Final Order, as defined below.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the KBXO-FM license from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. **SALE AND TRANSFER OF ASSETS; ASSUMPTION OF SITE LEASE:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer the KBXO-FM license and the associated broadcast equipment assets listed on attached Exhibit No. 1. Attached hereto as Exhibit No. 2 is a copy of the KBXO-FM transmitter site lease agreement that Buyer shall assume at Closing. Seller anticipates that the site lease agreement assignment and assumption shall occur without

issue, as evidenced by the site lease transfer approval letter attached hereto as Exhibit No. 3.

Seller is assigning the KBXO-FM license and associated broadcast equipment assets, as well as the site lease agreement, to Buyer "as is" without any representation or warranty as to their suitability, merchantability, usability, performance, condition or non-interference with other broadcasters, or any other warranty as to the future performance or reliability of the KBXO-FM license, associated broadcast equipment assets and site lease agreement.

3. PURCHASE PRICE, METHOD OF PAYMENT AND TERMS, ALLOCATION

a. Seller hereby agrees to sell KBXO-FM to Buyer for total consideration in the amount of One Million Dollars (\$1,000,000.00), cash at Closing, the allocation and payment terms of which are as follows:

- i. At the time this Asset Purchase Agreement is executed, the sum of Fifty Thousand Dollars (\$ 50,000.00) (the "Deposit") shall be placed into an Escrow Account with Bank of America (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date hereof among Buyer, Seller and the Escrow Agent. . This Escrow Deposit shall serve as an Earnest Money Deposit towards Buyer's payment obligations at Closing. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price, and any interest accrued thereon shall be disbursed to Buyer. In the event the sale of KBXO-FM is approved by the Federal Communications Commission ("FCC") and does not consummate through no fault of Buyer, or is not approved by the FCC, then such escrowed monies and accrued interest shall be released to Buyer. In the event the sale of the Station is approved by the FCC but does not consummate as a result of Buyer's default, then the Earnest Money Deposit shall be released to Seller as a non-performance liquidated damages payment from Buyer, with the accrued interest payable to the Buyer. The parties shall each instruct the Escrow Agent to disburse the deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Buyer shall pay Escrow Agent's entire fee.
- ii. At Closing, the Earnest Money Deposit shall be released to Seller as

partial payment of the consideration due at Closing, and Buyer shall also pay Seller in cash, certified check or wire transfer an additional sum of Nine Hundred-Fifty Thousand Dollars (\$ 950,000.00), so that the total consideration paid to Seller at Closing shall be One Million Dollars (\$ 1,000,000.00).

b. By mutual agreement of the parties, the Purchase Price has been allocated among the various classes of property, assets and rights as set forth in "**Exhibit 4**" attached hereto. Buyer and Seller agree to be bound by the allocation for all purposes, including without limitation, reporting and disclosure requirements of the Internal Revenue Service, and shall file returns and reports (including income tax returns) on the basis of such allocation if applicable.

4. **ASSUMED CONTRACTS AND OBLIGATIONS**. No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller.

5. **TERMINATION**: This Agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the assignment of the KBXO-FM license has not been obtained within twelve (12) months hereof, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting either application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

6. **TRANSFER OF ASSETS**: Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the KBXO-FM license, the associated broadcast equipment assets listed on attached Exhibit No. 1, and the KBXO-FM Public File "as is."

7. **CONSENT OF THE FCC**: It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within thirty (30) days of the date of

execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. Buyer shall be responsible for paying of any FCC filing fees associated with this transaction.

8. **LEGAL NOTICE:** Upon the filing of the assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as may be required by the FCC Rules. If requested by Buyer, Seller shall provide Buyer with evidence of Seller's compliance with the Legal Notice requirements.

9. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the KBXO-FM license, no right to the reassignment of the KBXO-FM license in the future, and has not reserved the right to use the facilities of KBXO-FM in the future for any reason whatsoever.

10. **COMPLIANCE WITH LAWS:** Seller has not received any notice asserting noncompliance by it in connection with the KBXO-FM license or broadcast operations with respect to any applicable local, state or federal (including FCC) statute, rule or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the KBXO-FM license which would have a material adverse effect on the future operation of KBXO-FM.

11. **COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:**

(a). Seller has full power and authority to enter into this Agreement and is the holder of the KBXO-FM license.

(b). Buyer has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement.

12. **EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

13. **FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as

amended, to assign the KBXO-FM license to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the KBXO-FM license to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use his reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

14. SELLER'S PERFORMANCE AT CLOSING: On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the KBXO-FM license and associated broadcast equipment assets, together with any and all other related authorizations.

(b) An Assignment to Buyer of all rights, title and interest in and to the Call Letters KBXO-FM.

(c) An assignment of the site lease agreement and such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the KBXO-FM license and related assets from Seller to Buyer.

15. BUYER'S PERFORMANCE AT CLOSING: On the Closing Date at the Closing Place, Buyer shall deliver to Seller check or cash in the amount of Nine Hundred-Fifty Thousand Dollars (\$ 950,000.00) and execute the necessary documents to effectuate the release of the Escrow Deposit to Seller.

16. BENEFIT: The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

17. OTHER DOCUMENTS: The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

18. BROKER: The Seller shall pay Broker's fee.

19. ATTACHMENTS: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of

this Agreement, the terms of this Agreement shall govern.

20. NO INCONSISTENT ACTIONS. Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

21. ENTIRE AGREEMENT: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

22. NOTICES: All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: Gerald David Ingles
Creative Educational Media Corp., Inc.
P.O. Box 1924
Tulsa, OK 74101

With a copy to: Cary S. Tepper
Booth, Freret, Imlay & Tepper, PC
7900 Wisconsin Avenue
Suite 304
Bethesda, MD 20814-3628

If to Buyer: American Public Media Group
480 Cedar Street
Saint Paul, MN 55101
Attention: General Counsel
Facsimile: (651) 290-1243

With a copy to: Wiley Rein LLP
1776 K Street, N.W.
Washington, DC 20006
Attention: Todd Stansbury
Facsimile: (202) 719-7049

23. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

24. COUNTERPARTS: This Agreement may be executed in counterparts.

25. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

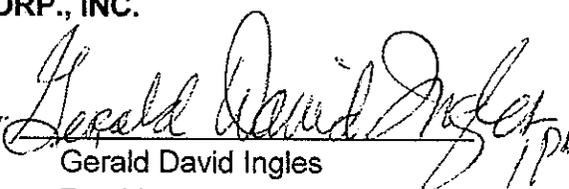
IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

SELLER:

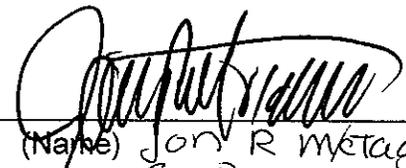
BUYER:

**CREATIVE EDUCATIONAL MEDIA
CORP., INC.**

AMERICAN PUBLIC MEDIA GROUP

By: 

Gerald David Ingles
President

By: 

(Name) Jon R. McTaggart
(Title) COO

Date: June 3, 2008

Date: 6/3/08

X-7 

EXHIBIT 1

2008 KBXO EQUIPMENT INVENTORY

PSI (Propagations Systems, Inc.) PSIFML-1-DA (antenna)
125 Feet 7/8 Andrew foam-filled coaxial
FM 500 T (Crown Transmitter) w/audio processor
Telco Audio Monitor
Denon CD player (DENON C-635)
Equipment Rack
Channel Master 5 foot (1.8 Meter KU w/LNB, PLL, KU-Band)
Two Comstream ABR 202 Satellite Receivers (1-main, 1-auxillary)
High Speed Bird Wattcher
2-Sine RP-8 Remote Control panels
Sine RFC-1B Remote Control unit
Sherwood Stereo Receiver
2-Dual Monitor speakers
3-Sine AFS-3 silence sensors
T/C Relay Interface Unit
Henry Stereo Audio Switcher
56 K Modem
Triplite UPS system w/3 External Batteries

EXHIBIT 2, P-1 of 5 PAGES KBXO

SITE USE LICENSE AGREEMENT

Wireless Sites, Inc. ("licensor"), hereby agrees to make available to the below-named licensee ("licensee"), access to the communications Tower Site (the "Site" specified below, for the purpose of operation and maintaining the communications equipment description in Exhibit A ("the Equipment") subject to the terms and conditions hereinafter set forth, and Licensee hereby agrees to accept access to the Site for the purpose of operating and maintaining the equipment subject to such terms and condition as expressly stated in the license agreement, exhibits and schedules related thereto (the "agreement").

SITE LOCATION

Address or Other Description CF&D CORP SITE, INDIO HILLS City/County RIVERSIDE State CA

LICENSEE INFORMATION

Licensee Name CREATIVE EDUCATIONAL MEDIA CORP P.O. Box 1924
Address 11717 S. 129th E. AVE City TULSA State OK
Contact Person RICK/PAM NORWOOD Title _____ Phone (918) 455-5293 74101
455-0411 - FAX

TERMS AND CONDITIONS

Initial Term of Agreement 5 YEARS

Base Monthly License Fee \$ 275.00

Start Up Fee \$ 250.00

Number of 2'x 2' Rack Spaces 1

Base monthly Power Fee \$ 108.00

Security Deposit \$ WAIVED

Licensee-Furnish Own Power Meter No

Other _____ \$ 0

Other _____ \$ 0

Total Base Monthly Fees \$ 383.00

Total Upon Execution \$ 633.00

Licensee-Utilize Company's Power YES

The undersigned certifies that he has read and understands all of the terms and conditions listed on the following pages of this AGREEMENT, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the following pages hereof are part of this agreement, and there are no express or implied warranties, modifications, or performance guarantees other than those expressly stated herein. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing, signed by LICENSEE and sealed at the principal office off of LICENSOR. Any person executing this agreement on behalf of a LICENSEE who is a corporation specifically agrees to be personally, jointly and severally liable for performance here under.

Additional Terms and Conditions of Agreement On Following Pages

ACCEPTED 13th SEPT 2004

EXECUTED 13th DAY OF SEPT 2004

WIRELESS SITES, INC
P.O. Box 234
Agoura, CA 91301

LICENSEE CREATIVE EDUCATIONAL MEDIA

BY John Bryant
TITLE pres

PRINT NAME JIM LARGE
SIGNATURE _____
TITLE _____

EXHIBIT 2, -P. 2

ADDITIONAL TERMS AND CONDITIONS

1. **FEES.** Licensee shall pay, upon execution of this Agreement, a start-up fee as specified herein, which covers Licensor's cost for frequency studies' structural analysis for extra loading, and administrative fees. Licensee shall pay to Licensor a license fee (the "License Fee") monthly, in advance, by the first day of each month, in the amount specified herein during the initial term of this prorated to the date Licensor provides to Licensee space in Licensor's building and on Licensor's Tower for Licensee's Equipment described herein ("The Commencement Date"). The License Fee is the Base Monthly license Fee indicated on the Site Use License Agreement, plus adjustments as provided hereunder. In addition to the monthly license Fee, if licensor furnishes power for the Equipment, licensee shall pay to licensor the Base Monthly Power Fee specified herein, which may be adjusted periodically to reflect any increase in electrical rates or us-age. in the event any federal, state, or local tax is determined to apply to the installation, use, or power charge, shall be responsible for payment of such tax to Licensor. In the event that the Federal Communications Commission, the U.S. Forest Service, any public utility, or any other governmental agency requires any fees and/or deposits ("Fees and Deposits") in connection with licensee's use of any Site (whether such amount is billed to licensee or licensor), Licensee agrees to pay or reimburse licensor for licensee's share of said Fees and Deposits related to Licensee's use of the Site (as determined below) upon written notice to Licensee. Licensee's share of the fees and Deposits shall be: (a) All Fees and Deposits for Licensee use of the Site whether billed directly to licensee or Licensor, (b) Licensee's pro rata share of any increases in Fees and Deposits billed to Licensor (over current levels) based solely upon the number of transmitters, transceivers, or receivers at the Site; and (c) licensee's share of any other increases in Fees and Deposits billed to Licensor.

2. **TERM.** The initial term of this Agreement shall be for the period stated herein following the Commencement Date, which shall occur on the earlier of (a) the date Licensee requests and receives approval from Licensor to commence installation of the equipment, of (b) the date Licensee receives a grant of its application to use the Site from the Federal Communications Commission as provided in Section 6 herein, or (c) six months after execution of this Agreement unless terminated in accordance with Section 15 of this Agreement. Following the initial term, this Agreement shall be self-renewing from year to year for a renewal term of one year (The "Renewal Term") subject to ninety (90) days prior written notice of cancellation, by either Licensee or Licensor, which shall be given prior to the end of any Renewal Term. Licensor shall have the right to increase the Base Monthly License Fee due hereunder at the end of the first (1st) year of the Initial Term, and at the end of every year thereafter, based upon the greater of five percent (5%) or the Bureau of Labor Statistics Consumer Price Index for goods and services in the Los Angeles-Long Beach area. After the termination of this Agreement as provided hereunder, Licensee shall be responsible for all costs related to removal of licensee's Equipment from the Site by licensor or its designated representative, including without limitation, any costs to repair any damage caused by the removal of Licensee's equipment. Licensee may not remove or relocate its antenna(s) or transmission line(s) located on the tower at any time, and any such removal or relocation shall be made only by Licensor or its designated representative unless express written authorization is obtained from Company.

3. **EQUIPMENT SPECIFICATIONS.** Licensor shall have the sole right at all times to: (a) determine the placement of the Equipment, (b) approve the size, type, and quality of the Equipment (including any and all electrical connections, repair or replacements there to), (c) approve the installation of the Equipment to insure professional and workmanlike quality, (d) require Licensee to take whatever action is necessary to eliminate objectionable interference caused by Licensee's Equipment to equipment of any other user or of the Site. Licensee agrees to equip all transmitters with transmitter isolator devices and filters necessary to minimize spurious radiation, as determined by Licensor. No change in the Licensee's Equipment specifications may be made without Licensor's written consent. All requests for changes shall be made by Licensee in writing, and if approved, by Licensor, shall be considered as an amendment to this Agreement. Licensee shall reimburse Licensor for all costs related to repairs and modifications to the building, tower and electrical facilities at the Site resulting from Licensee's use thereof.

Licensor's Initials

Licensee's Initials

EXHIBIT 2, - P.3

4. **INTERFERENCE.** Any interference caused to other users of the Site by Licensee's Equipment shall be promptly rectified by Licensee. If Licensee has not eliminated the interference to Licensor's satisfaction within 24 hours after notification that Licensee's Equipment is causing harmful interference, then Licensee will suspend operation of its interfering equipment, until such time that Licensee corrects the problem and obtains Licensor's approval to recommence operations; provided, however, Licensee may operate the equipment for brief periods to test the results of its repairs and adjustments. In the event that Licensee fails to comply with any of the provisions of this section 4, Licensor is hereby authorized to disconnect and remove from the Site Licensee's interfering or non-complying equipment without further notice.
5. **ACCESS.** Licensor agrees that during the term of this Agreement, it will provide to Licensee, at no cost therefor, reasonable access to the Site for the purpose of installation, maintenance and repairs to Licensee's equipment, subject to the reasonable regulations of Licensor, inclement weather conditions and other causes beyond the reasonable control of Licensor.
6. **PERMITS AND APPROVALS.** Licensee shall furnish to Licensor during the term of this Agreement satisfactory evidence that Licensee has full power and authority from the Federal Communications Commission ("FCC") (or any other federal agency having jurisdiction over the operation of Licensee's Equipment) to operate the Equipment at the Site. Licensee agrees that within ten days after the execution of this Agreement, Licensee will apply for a license from the FCC and thereafter diligently pursue the granting of such license. Licensee agrees, concurrently with the filing of its application and all subsequent modifications, to forward a copy of such filing(s) to Licensor. Licensee represents to Licensor that (i) Licensee has full power and authority to enter into this Agreement in accordance with its terms, and (ii) Licensee's Equipment will comply during the term of this Agreement with all FCC, Forest Service, Bureau of Land Management, and other applicable federal, state and local building, safety, health, construction, fire and electrical codes (including OSHA regulations), and with the applicable rules and regulations of the insurance carriers to Licensor applicable to the Site.
7. **LATE PAYMENT AND DEFAULT.** In the event any payment due hereunder shall remain unpaid by Licensee for a period of ten days or more after the due date of such payment, Licensor shall be entitled to a late charge equal to the greater of five percent (5%) or one and one-half percent (1.5%) per month on the amount of such late payment. If Licensee shall default in the payment of any monthly license fee or power charge due Licensor hereunder or in the performance of any other of the terms and conditions contained herein, and such default is not cured within ten (10) days (in the case of a default in the payment of money due Licensor) or thirty (30) days (in the case of a default other than in the payment of money due Licensor) after written notice of default is served upon Licensee. Licensor may, at its options, without further notice to or demand upon Licensee, in addition to all other rights and remedies provided at law or in equity, terminate this Agreement and all rights, benefits, and licenses granted or created hereunder. In the event of default not cured as provided herein, it is hereby agreed that Licensor shall have a lien upon all Equipment, regardless of whether or not Licensor perfects such lien within the time limitation and in the method prescribed by statute. Upon such termination, Licensor shall be entitled to remove Licensee's Equipment from the Site and recover from Licensee the cost of removal of Licensee's Equipment, plus the present value of the remaining monthly license fees to be paid hereunder to Licensor for the balance of the stated term of this Agreement, plus any other damages suffered by Licensor as a result of such default. The present value shall be computed assuming that the annual discount rate for future payments due is eight percent (8%). To satisfy any portion of amounts due Licensor as provided herein, Licensor may dispose of Licensee's Equipment in accordance with applicable state law and remit to Licensee any remaining proceeds from such disposal.

Licensor's Initials_____
Licensee's Initials

EXHIBIT 2, P-4

8. **INTERRUPTION.** If the Site becomes untenable by fire or other casualty, for a period of longer than seven (7) consecutive days, Licensor may elect to: (a) terminate this Agreement upon notice to Licensee or (b) restore, repair or rehabilitate the Site at no expense to Licensee within one hundred twenty (120) days after the date of occurrence of such untenability, in which latter event this Agreement shall not terminate but the monthly use charge shall be instead abated on a daily pro-rata basis while the Site is untenable. If the election to repair, restore, or rehabilitate the Site is made and such work is not substantially completed with the 120-day period, either party can terminate this Agreement. In the event of such termination of this Agreement, the monthly license fee shall be prorated to the date of untenability. In no event shall Licensor have any liability for the repair or replacement of any of Licensee's Equipment or other personal property at the Site.

9. **LICENSEE'S INDEMNIFICATION.** Licensee agrees to indemnify, defend and save harmless Licensor from and against any and all liabilities, damages, losses, costs or expenses (including without limitation, reasonable attorneys' fees), and claims and demands of third persons (including, but not limited to, those for death, for personal injuries, or for loss of or damage to property) occurring in or arising, directly, or indirectly, in whole or in part out of or in connection with Licensee's use and occupancy of the Site and related land and facilities, or the business conducted by Licensee at the Site and related tower, land and facilities, unless caused by gross negligence or willful misconduct of Licensor.

10. **FAILURES AND CONSEQUENTIAL DAMAGES.** Licensor shall have no responsibility to Licensee or liability to any party for the failure of Licensee to be able to operate the Equipment or for any damage to the Equipment or any other personal property of Licensee resulting from any cause, including, for example, without limitation thereby, electrical power failures, theft, acts of God, casualties (including fires), civil disorders, or labor problems, and in no event shall Licensor be liable to the Licensee for special, indirect or consequential damages. Licensee understands that any use of stand-by generators, or other emergency power sources furnished by Licensor, is strictly gratuitous, and no abatement of the monthly license fee, power charge or other damages shall be due Licensee in the event such power sources are inoperative or unavailable at any time.

11. **NOTICES.** All notices required hereunder to be served on a party shall be in writing. They shall be deemed served for the purposes hereof either by personal delivery on a representative of the party authorized in writing to receive notices or by mailing, either by certified or registered mail, return receipt requested, postage prepaid, to the party at the address set forth in Section 1 of this Agreement, in which case the date of such mailing shall be on the date on which notice is deemed served, or to such other address of which either party is notified by the other pursuant hereto. The return receipt indicating delivery of any such notice shall be retained by the serving party and a copy thereof shall be forwarded to the party served, upon reasonable request.

12. **INSURANCE.** Licensee shall obtain and provide, on or before the earlier of the commencement of the term of Licensee's entering the Site for any purpose, and keep in force at all times thereafter, the following insurance coverages with respect to the placement and use of Licensee's Equipment and operations at the Site (including the acts and omissions of Licensee, its agents, employees and contractors): (i) Comprehensive General Liability Insurance, with contractual liability endorsement, relating to the Site on an occurrence basis with a minimum single limit as may be required by Licensor, but in no event less than \$1,000,000; and (ii) Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any work performed by Licensee or any repair or alteration authorized by this Agreement, as required by the laws of the state in which the Site is located. Upon request by Licensor, Licensee shall furnish policies or certificates evidencing such coverage. All such insurance shall be written by insurance companies licensed to carry insurance in the state in which the Site is located and which are reasonable and acceptable to Licensor. Each party will provide waivers of subrogation to the other party, upon reasonable request. Licensee agrees to provide and bear the costs of Licensee's own personal property and business interruption insurance, or at Licensee's option, self-insure against such losses. It is expressly understood that Licensor shall have no responsibility to provide insurance or include Licensee as a loss payee or additional insured party under Licensor's insurance policies.

 Licensor's Initials

 Licensee's Initials

EXHIBIT 2, P-5

13. **TERMINATION.** Except as expressly provided herein, this Agreement may not be terminated by Licensor or Licensee during the term or extensions thereof. Provided, however, that if Licensee fails to receive a grant of its FCC application pursuant to Section 6 within six months after the initial filing of the FCC license application and Licensee has not at any time commenced installation of any of its Equipment at the Site, this Agreement may be terminated by Licensee upon ten days written notice to Licensor.

14. **ASSIGNMENT.** This Agreement including any and all rights granted hereunder may not be assigned, pledged, or otherwise disposed of by Licensee, directly or indirectly, without advance written approval of Licensor. If Licensee is a corporation other than a corporation whose stock is listed and publicly traded on a national stock exchange, change of ownership or control representing more than 2% shall be deemed to constitute an assignment for the purposes of this Section

15. **MISCELLANEOUS PROVISIONS.** If legal action is commenced by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and reimbursement of court costs. The waiver of any term provision or any default shall not constitute the waiver of any other term, provision or default. This Agreement is made, and is to be performed, at the offices of the Company. This Agreement shall be governed by the laws of the state of California. If any part of this Agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

16. **INSTALLATION AND REMOVAL.** Prior to installation or relocation of Licensee's Equipment at the Site, Licensor shall assign in writing a specific location for each piece of Licensee's Equipment in Licensor's building, and if appropriate, Licensor shall assign in writing a specific location for each of Licensee's antennas on Licensor's tower. Any and all equipment and antenna installation, removal or relocation, including tower climbing at the Site, shall be done by Licensor or its designated representative at rates quoted by Licensor and approved by Licensee; provided, however, Licensee may submit to Licensor in writing prior to any equipment installation, relocation or removal, including tower climbing, the plans and schedules for such work to include the names of qualified, licensed and insure persons or firms Licensee intends to use for such work, and Licensee expressly agrees not to commence any installation, removal, relocation or tower climbing unless and until written approval for such plans, schedules and personnel has been executed by Licensor and received by Licensee.

Licensor's Initials

Licensee's Initials



Oasis NETWORK

Wireless Sites Inc.
P. O. Box 238
Tehachapi, CA 93561

May 2, 2008

Attention: John Bryant

Re: Consent to Assignment: KBXO-FM (Indio Hills/County of Riverside, CA)
Site Use Lease

To Whom It May Concern:

Creative Educational Media Corporation, Inc. (KBXO) has entered into an agreement with American Public Media Group, "AMPG", whereby "AMPG" will acquire substantially all the assets located at the "site" utilized in KBXOs' FM broadcasting ministry (the transaction). Subject to regulatory approval and satisfaction of customary pre-closing conditions, the parties expect the transaction to close in the near future.

As of this date you have this lease in place identified as CF&D Corp. Site; Indio Hills, Riverside, County, California which is attached and named Exhibit A. Our Lease with you is considered a valuable asset to KBXO and is therefore included in the subject matter of the asset purchase agreement. American Public Media Group desires to assume the Lease including the fulfillment of all lease obligations following the closing of the Transaction in order to provide for the uninterrupted conduct of the business of broadcasting. Your consent will be valid only with the close of sale.

Creative Educational Media Corporation, Inc. "KBXO" and American Public Media Group respectfully request your consent to the proposed assignment of the Lease. At your earliest convenience please evidence your consent of the assignment of this lease affecting the "Site" identified on Exhibit A by having an authorized representative sign on the "ASSIGNMENT APPROVED" line below. If you have any questions or concerns or desire to discuss this matter in greater detail, please do not hesitate to call on Rick Norwood or me, David Ingles at 918-455-1595 extension "0".

Thank you for your prompt attention to this matter.

Sincerely,

David Ingles, President
Creative Educational Media Corporation, Inc.

ASSIGNMENT APPROVED

Signature and date

5-12-2008

EXHIBIT 4

PURCHASE PRICE ALLOCATION

Tangible personal property (associated broadcast equipment) \$31,370.90

Radio Station goodwill \$968,629.10

Total sales price \$1,000,000.00