

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of April, 2009, by and between Northwest Indy Radio., and Sam-Sno Educational Media ("Seller"), and Seattle Streaming Radio, LLC or its assignee ("Buyer" also "SSR"), (Seller and Buyer are collectively sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Seller Northwest Indy Radio is the holder of a Construction Permit for LPFM translator Station K221FJ Manzanita, Washington ("Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC"); and

WHEREAS, the purchase will allow the Buyer to apply for a certain Special Temporary Authority (STA) to operate its AM broadcast feed on the Station.

WHEREAS, Seller desires to sell and Buyer seeks to buy all of Seller's assets used in the operation of the Station and, in addition, Seller desires to assign and the Buyer seeks to acquire the FCC license and any pending applications regarding that license, and all authorizations issued by the FCC for the Station ("FCC License"), and as to certain rights of assignment as the FCC may allow for Sam-Sno's FCC LPFM applications for BNPFT200020317, Vashon, WA and BNPFT20030317ACA Hunt's Point, Washington, for such consideration and on such terms hereinafter set forth;

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, Seller and Buyer agree as follows:

1. Transfer of Assets; Assumption of Liabilities; Certain Definitions.

(a) Seller shall sell, convey, transfer, assign and deliver to Buyer at Closing and Buyer will purchase at Closing, free and clear of any and all Liabilities (other than the Assumed Liabilities, as defined below, and other than matters specified on Schedule 6 hereto as Liens) the following: (i) the tangible assets listed in Schedule 1(a)(i) hereto, which Seller represents are all of the tangible assets used or useful in the operation of the Station; (ii) the contracts which are listed in Schedule 1(a)(ii)(1) hereto and the Leases which are listed in Schedule 1(a)(ii)(2) hereto (collectively, "Contracts"), which Seller represents are all of the Contracts used or useful in the operation of the Station; (iii) the Intellectual Property; (iv) the FCC License, which is listed on Schedule 1(a)(iv); (v) the documents relating to the Station that have been filed with the FCC and/or required by the FCC to be maintained in the Station's public files (excluding Seller's financial and corporate records); and (vi) goodwill and other intangible rights associated with the use and operation of the FCC License, the Station, the Contracts and the tangible assets listed on Schedule 1(a)(i) hereto (collectively, "Assets"). Seller shall keep and be solely responsible for collecting its own accounts receivable.

(b) At Closing, Buyer will assume only the Liabilities of Seller arising under the Contracts specifically described in Schedule 1(a)(ii)(1) and Schedule 1(a)(ii)(2) (the "Assumed Liabilities"). Seller shall cause all Assumed Liabilities to be brought current by the Closing. Except for the Assumed Liabilities, Buyer is not assuming or agreeing to pay or perform any Liabilities or contracts of Seller, and all Liabilities and Contracts of Seller not expressly set forth in Schedule 1(a)(ii)(2) and Schedule 1(a)(ii)(1) hereto as being assumed by Buyer are referred to as the "Excluded Liabilities". Without limiting the generality of the foregoing, the following are part of and shall also constitute Excluded Liabilities except as otherwise set forth herein: (i) any Liability for accounts payable, accrued expenses and capitalized lease obligations payable related to any period prior to the Closing, (ii) any Liability relating to or in respect of any assets or property of Seller not constituting Assets, (iii) any Liability arising out of or in any manner incident, relating or attributable to any fact, circumstance, event or occurrence relating to any period prior to the Closing, including the FCC annual regulatory fees, (iv) any Liability of Seller the Basis of which is Seller's (w) default under any Contract, (x) tort, (y) alleged or actual infringement of any third party rights, or (z) alleged or actual violation of any Legal Requirement, (v) any Liability of Seller for Taxes (other than as contemplated under Section 5 below), (vi) any Liability of Seller at the Closing Date relating to or in respect of any of Seller's employees, including without limitation any such Liability in respect of continued employment, wages, salaries, bonuses, accrued vacation, sick pay or severance pay, and (vii) any Liability of Seller related to any forfeiture imposed by any Governmental Entity. All of the Excluded Liabilities shall be the sole responsibility and obligation of Seller. Seller shall cause all Excluded Liabilities to be brought current by the Closing.

(c) Excluded Assets. The following assets (the "Excluded Assets") shall not be conveyed, assigned, transferred or delivered to Buyer hereunder: (i) Seller's accounts receivable; (ii) Cash and marketable securities belonging to Seller as of the Closing Date; (iii) Seller's minute books, stock ledgers and other books and records which pertain solely to Seller's corporate matters separate from the operation of the Station; (iv) Employee benefit or pension plans, profit sharing or cash or deferred plans and trusts, or similar arrangements, agreements or contracts concerning Seller's employees, and the assets thereof; and (v) Such contracts and agreements and other of Seller's assets that are specifically listed on Schedule 1(c).

(d) The following definitions of terms used in this Agreement are in addition to any other terms which are defined in this Agreement:

"Actual Knowledge" or words of similar import when used to qualify any representation or warranty contained in this Agreement, means the actual knowledge of the Party's shareholders, directors, managers, and officers.

"Amendment" refers to Buyer's FCC application to change technical or location features of the subject station. Such Amendment may include one or more "STA" requests.

“Basis” means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction that forms or could form the basis for any specified consequence.

“Closing” means the consummation of the transactions contemplated by this Agreement.

“Engineering Amendments” refers to the technical or location changes necessitate by Buyer and filed with the FCC.

“Environmental, Health and Safety Requirements” shall mean any federal, state, local or foreign statute, regulation, ordinance or other provision having the force or effect of law, the common law, and any judicial or administrative order or determination concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, all of the foregoing as amended and as now or hereafter in effect.

“Governmental Entity” means any government or any agency, bureau, commission, court, authority, department, official, political subdivision, administrative body, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign, including the FCC.

“Intellectual Property” means any and all intellectual and proprietary rights and processes which are directly related to the ownership, use or operation of the Station or of the other Assets being acquired under this Agreement, including, without limitation, all call signs associated with the FCC License.

“Legal Requirement” means any law, rule, regulation, order or ordinance of any Governmental Entity, including Environmental, Health and Safety Requirements, all of the foregoing as amended and as now or hereafter in effect.

“Liability” or “Liabilities” means any commitments, liabilities, obligations (including contract and capitalized lease obligations), Liens, indebtedness, accounts payable and accrued expenses of any nature (whether any of the foregoing are known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability or obligation for Taxes.

“Lien” or “Liens” means any mortgage, pledge, lien, encumbrance, charge, conditional sales agreement, restriction on transfer or claim respecting property of any Person, or other ownership or security interest.

“Person” means an individual, a partnership, a limited liability company or partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Entity or any other form of entity or company.

“STA” means Special Temporary Authority issued by the FCC.

“Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Internal Revenue Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

2. Escrow, Purchase Price and Allocations.

(a)) Subject to satisfaction of all conditions precedent required under this Agreement, and subject to any deductions or credits due to Buyer pursuant to any provision of this Agreement, Buyer shall pay to Seller at the Closing a total consideration of \$68,000, as follows (collectively, “Purchase Price”):

(1) \$68,000 cash shall be paid or credited to Buyer at Closing;

3. FCC Consent and Operations Pending FCC Consent

(a) The assignment of the FCC License to Buyer, as contemplated by this Agreement, shall be subject to the prior written consent and approval by the FCC of the Parties’ Form 314 assignment application (“FCC Consent”).

(b) Within ten (10) business days (or as otherwise agreed upon subsequent to signing this Agreement) after the Parties’ execution of this Agreement, Seller and Buyer shall file electronically with the FCC a Form 314 application for FCC Consent to the assignment of the FCC License (“FCC Application”). The Parties each shall prosecute the FCC Application with expedition and all reasonable diligence and otherwise each shall use its best efforts to obtain FCC Consent at the earliest possible date, including the Parties’ consent to possible amendments to the FCC Application so as to modify or change any terms or conditions in this Agreement or related documents that are requested by the FCC in order to obtain FCC Consent, provided that such amendments do not materially harm the interests of any Party. Unless the condition is accepted in writing by the affected Party or otherwise subject to the Parties’ prior

agreement, the FCC Consent shall be granted without any materially adverse condition affecting Seller or Buyer and shall become a "final" order, meaning that the order is not subject to administrative or judicial review, reconsideration, appeal or stay and that the time for filing any request for such relief (or for the FCC to initiate such action on its own motion) has expired ("Final Order"), provided, however, that Buyer shall be entitled, in its sole discretion and without Seller's consent, to waive finality. If the FCC Consent or any related FCC decision imposes any condition on a Party hereto, such Party shall use reasonable efforts to comply with such condition, including the payment of any fine or forfeiture imposed on any Party by the FCC Consent and/or other written FCC decision. If reconsideration or judicial review is sought with respect to the FCC Consent, unless otherwise jointly agreed upon or this Agreement is terminated pursuant to Section 11, the Parties shall vigorously oppose such efforts for reconsideration or judicial review, and shall each bear half of the total legal expenses and other costs thereof.

(c) Buyer Covenants From the execution date of this Agreement and up to the Closing, Buyer shall not, directly or indirectly, control, supervise, or direct, or attempt to control, supervise or direct, the operations of the Station and shall not interfere in any material way with the Seller's legal responsibility to direct the overall operations of the Station, including without limitation Seller's decision-making with respect to the financial affairs of the Station, provided, however, that, subject to Section 15(b) below, Buyer, its legal/engineering counsel, or Buyer's engineers or other representatives may inspect the Station and Assets at any reasonable time.

(d) Provided that the filing does not expose Seller or its Station to any Liability whatsoever, Seller shall cooperate in filing with the FCC, anytime after the FCC Application is filed, any reasonable call sign request, application or petition ("FCC Pleading") requested by Buyer that would not be contrary to the public interest and which would not require implementation by the licensee until after the Closing or until this Agreement is otherwise terminated, provided that all costs and professional fees in preparing any FCC Pleading shall be borne solely by Buyer and that Seller shall be reimbursed within five (5) business days for any FCC fees paid by Seller for such FCC Pleading.

(e) Seller agrees to fully cooperate with Buyer in filing any engineering amendments necessary for the construction of the station in a manner consistent with the Buyer's filings for a Special Temporary Authority to rebroadcast its AM feed in a lawful manner.

4. Closing

(a) The consummation of the transactions contemplated herein (the "Closing") shall take place on a mutually agreeable date (the "Closing Date") at the offices of Thurston County Title Company (or at a mutually agreeable place) within twenty (20) days following the date on which the FCC Consent becomes "final," unless "finality" is waived pursuant to Section 3 of this Agreement and provided, however, that the representations and warranties of each Party shall be true and correct in all material respects as of the Closing, that all Closing conditions are met and no action or proceeding shall be pending before any Governmental Entity which could enjoin, restrain, prohibit or substantially damage either this Agreement or the consummation of the transactions contemplated thereby. All actions taken at the Closing will be considered as having been taken simultaneously and no such actions will be considered to be completed until all such actions have been completed.

(b) At the Closing, Seller shall execute and/or deliver to Buyer such documents and other deliveries that are required in Section 8 of this Agreement and that the Buyer reasonably determines to be necessary to effectuate the transactions contemplated herein.

(c) Except as otherwise provided herein, all income and expenses arising from the conduct of the business and operation of the Station, including, without limitation, all ad valorem, real estate and other property Taxes, business and license fees, FCC regulatory fees, music and other license fees, utility expenses, rents and similar prepaid and deferred items attributable to the ownership and operation of the Station, shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m., local Colorado State time, on the date immediately preceding the Closing Date (the "Effective Time") in accordance with the principle that Seller shall receive all revenues and be responsible for all expenses, costs, and liabilities allocable to the period prior to the Effective Time, and Buyer shall be responsible for all expenses, costs, and obligations allocable to the period after the Effective Time, subject to the following:

(1) There shall be no adjustment with respect to any contracts not included in Schedule 1(a)(ii)(1) or with respect to any real property leases, use agreements or License not included in Schedule 1(a)(ii)(2);

(2) Revenues, expenses, taxes, costs and liabilities earned or incurred in connection with particular programs and announcements shall be allocated to the time of performance of such programs and announcements without regard to the date of payment therefor;

(3) Salaries, wages, sales commissions, fringe benefit accruals and termination or severance pay for employees of the Station shall not be pro-rated but shall be the sole responsibility of Seller as part of Excluded Liabilities; and

(4) Any forfeiture imposed by the FCC for acts or events prior to the Closing Date shall be the sole responsibility of Seller as part of the Excluded Liabilities.

(5) The prorations and adjustments contemplated by this Section, to the extent practicable, shall be made on the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within sixty (60) days of the Closing Date. In the event of any disputes between the Parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at such time and such disputes shall be resolved by an independent certified public accountant mutually acceptable to the Parties, and the fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer. The decision of such accountant shall be conclusive and binding on the Parties, absent fraud or palpable mistake. All prorations and adjustments made on the Closing Date shall be paid in the form of an increase or decrease of the amount payable by Buyer at the Closing. All prorations and adjustments made after the Closing shall be paid within five (5) business days of the determination thereof.

5. Fees and Expenses. Seller shall pay any FCC filing fees and any applicable sales, transfer, excise or use Taxes with respect to the tangible personal property included in the Assets resulting from the consummation of the transaction contemplated by this Agreement. Each Party shall be responsible for its own legal and other expenses incurred in connection with the preparation, execution and performance of this Agreement and in obtaining the FCC Consent, except as otherwise specifically described in this Agreement.

6. Representations and Warranties of Seller. Other than as provided in Seller's Disclosure Statement, attached hereto as Schedule 6, Seller represents and warrants to Buyer as follows (for purposes of the representations made below, the Assets, and any portion thereof, and the Contracts, shall be deemed to mean such items as they exist on the date hereof and again as they exist on the Closing Date):

(a) Organization. Seller is a corporation in good standing under the laws of the State of Washington, is authorized to conduct business in Washington and has the requisite corporate power to carry on the Station's businesses as they are now being conducted.

(b) Authority.

(1) Seller has full power and authority to enter into this Agreement and all related agreements, documents, certificates and instruments delivered or to be delivered hereunder by Seller, as the case may be (this Agreement and such other agreements, documents, certificates and instruments are referred to herein collectively as the "Seller Documents"), to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of the Seller Documents by Seller and the consummation by Seller of the transactions contemplated thereby have been or will be duly authorized. Each of the Seller Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by an officer of Seller and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Seller, enforceable against Seller, in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(2) The execution and delivery by Seller of the Seller Documents do not or will not, and the consummation of the transactions contemplated thereby will not, (i) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any Lease, FCC License or Contract, (ii) create any Lien upon any of the Assets, or (iii) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Seller or any of the properties or assets of Seller.

(3) No consent, approval, order or authorization of, notice to, or registration, declaration of filing with, any governmental entity is necessary in connection with the execution and delivery of the Seller Documents by Seller or of the consummation of the transactions contemplated thereby by Seller, except for the FCC Consent.

- (c) Station Authorization. Schedule 1(a)(iv) attached hereto contains a true and complete list of the Station's FCC Authorization. Seller is the authorized legal holder of the FCC Construction Permit. The FCC Construction Permit is in full force and effect. The FCC Authorization includes all of the authorizations required under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, "FCC Rules"), to construct the Station as well as any applications filed by Seller. No proceedings are pending or, to the Actual Knowledge of Seller, threatened which may result in the revocation, modification, non-renewal or suspension of the FCC Construction Permit or which would prevent the grant of any pending application, except as follows:

- (ci) Petition for Reconsideration Filed 08/08/2008 by Bellevue Radio, Inc. regarding potential interference to KQMV.

There are no outstanding fees, fines or forfeitures.

(d) Equipment. There is no equipment included in this transaction.

(e) Contracts. All of the Contracts listed in Schedule 1(a)(ii)(2) and Schedule 1(a)(ii)(1) hereto, (i) are valid and binding obligations of the parties thereto, in full force and effect and enforceable in accordance with their respective terms except as limited by (x) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (y) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (ii) to Seller's Actual Knowledge, there has occurred no event which would constitute any breach of or default in any provision of any such Contracts or which would permit the acceleration or termination of any obligation of any party thereto or the creation of a Lien upon any of the Assets, or which would give rise to any of the foregoing upon the giving of notice or lapse of time or both. Seller is not a party to any written or oral contract of employment with respect to the Station, other than on an at-will basis.

(f) Intellectual Property. None of the Intellectual Property was granted to Seller pursuant to any licensing or sub-licensing agreement under which Seller is the licensee or the sub-licensee. No person has a right to receive a royalty or similar payment in respect of any Intellectual Property pursuant to any contractual arrangements entered into by Seller. Seller has not granted to any other person any right to use the Intellectual Property pursuant to any licensing or sublicensing agreement or otherwise. No notices have been received by Seller that Seller's use of the Intellectual Property infringes upon or otherwise violates any proprietary rights of others. To the Actual Knowledge of Seller, no third-party is infringing on the Intellectual Property. The Intellectual Property is owned by Seller free and clear of any Liens, except for the Liens in favor of the lender under the Loan.

(g) Real Property Leases, Use Agreements and License

(1) Seller has at no time owned, rented nor leased the site specified in the FCC Construction Permit.

(h) Broker. There shall be no Broker's commission..

(i) Litigation. There are no claims, actions, suits, litigation, labor disputes, arbitrations, proceedings or investigations pending or, to the Actual Knowledge of Seller, threatened against Seller which would have a material adverse effect on the Assets, the Station or ability of Seller to sell the Assets to Buyer pursuant to this Agreement or which would otherwise result in any Liability to Buyer. The Seller is not subject to any order, judgment, writ, injunction, decree or similar action of any Governmental Entity and, to Seller's Actual Knowledge, none are threatened.

(j) Insurance. Seller maintains the insurance policies set forth on Schedule 6(j) with regard to the Assets. All of such policies of insurance are in full force and effect and the premiums therefor have been paid as they became due and payable.

(k) Filings. All Tax returns, Tax payments, fee payments (including without limitation FCC annual Regulatory Fees,), FCC reports and other documents required to be filed by the Seller with any Governmental Entity have been timely filed and paid or will be paid as of the Closing, as the case may be, and all such filings are materially true, correct and complete as filed.

(l) Compliance with Legal Requirements. Except as set forth on Schedule 6(l) attached hereto, Seller is not now nor has been in violation in any material respect of any Legal Requirements in connection with the conduct, ownership, use, occupancy or operation of the Station or the Assets, nor has Seller received notice (written or, to the Actual Knowledge of Seller, oral) of any such violations.

(m) Absence of Questionable Payments. Neither Seller, or any of its directors, officers, agents, employees or any other persons acting on its behalf has: (i) used or committed to use any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made or committed to make any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds in violation of any applicable provincial, foreign, federal or state law; or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts, in either case the effect of which would create any Liability with respect to the Assets or the Station or otherwise interfere with the use and enjoyment of the FCC License.

(n) Title to Assets. At the Closing, title to all Assets will be transferred to Buyer free and clear of all Liens.

(o) Seller Vendors. Attached hereto as Schedule 6(o) is a list of all of Seller's vendors, suppliers (including both signal transport and program providers), lessors, licensors and customers of or relating to Seller or the Station. Schedule 6(o) also provides contact information for such persons.

(p) Disclosure of Material Facts. The representations and warranties of Seller contained in this Agreement and in any of the Seller Documents do not contain nor will they contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the factual statements contained herein, in light of the circumstances under which they were made, not misleading. Seller does not have any Actual Knowledge of any events, transactions or other facts which could reasonably be expected to have a material adverse effect on the Assets or on the general affairs, business, prospects, operations or results of operations of Seller with respect to the Station.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization, Standing and Power. Buyer is a resident in good standing under the laws of the State of Colorado and has the requisite authority to carry on the Station's businesses in the States of Colorado and Washington

(b) Authority.

(1) Buyer has all requisite power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Buyer (the "Buyer Documents"), to perform all necessary obligations and to consummate the transactions contemplated hereunder. The execution and delivery of the Buyer Documents and the consummation by Buyer of the transactions contemplated therein at Closing are or will have been duly authorized by all necessary legal action on the part of Buyer. Each of the Buyer Documents has been, or will be at the Closing, as the case may be, duly executed and delivered by Buyer and constitute, or will constitute at the Closing, as the case may be, a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(2) No consent, approval, order or authorization of, notice to, or registration, declaration or filing with, any Governmental Entity is necessary in connection with the execution and delivery of any of the Buyer Documents by Buyer or the consummation by Buyer of the transactions contemplated thereby, except the FCC Consent.

(c) Broker. Buyer has no Liability to pay any fees or commissions to any broker, finder, financial advisor or agent (other than its attorneys' fees and fees of its accountants) with respect to the transactions contemplated by this Agreement.

(d) Disclosure of Material Facts. The representations and warranties of Buyer contained in this Agreement and in any of the Buyer Documents do not contain nor will they contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the factual statements contained herein, in light of the circumstances under which they were made, not misleading.

8. Conditions Precedent to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Buyer shall have waived in writing the satisfaction of such condition:

(a) Except as qualified in Schedule 6 and the other Schedules hereto, the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date. The Facility shall

be in compliance with the terms of their respective FCC Authorization and material compliance with the FCC Rules as of the Closing.

(b) Seller shall have performed and complied in all material respects with all covenants, agreements, representations, warranties and undertakings required by this Agreement to be performed or complied with by Seller prior to or at the Closing.

(c) Other than as disclosed in Schedule 6, no action, suit or proceeding before any Governmental Entity shall have been commenced, no investigation by any Governmental Entity shall have been commenced, and no action, suit or proceeding by any Governmental Entity shall have been threatened against any Party hereto, seeking to restrain, enjoin, rescind, prevent or change the transactions contemplated hereby or questioning the validity or legality of any of such transactions or seeking Damages in connection with any of such transactions.

(d) Seller shall have delivered to Buyer any deliveries required by this Agreement and any other documents that Buyer reasonably determines are necessary to effectuate the transactions contemplated herein, such as estoppel certificates, tax clearance certificates and opinions of Seller's attorneys.

(e) The FCC Consent shall have become a Final Order and Engineering Amendment shall have been granted.

(f) Seller shall have obtained and shall have delivered to Buyer all third-party consents to the assignment of the Contracts listed in Schedule 1(a)(ii)(1) and Schedule 1(a)(ii)(2) hereto as well as estoppel letters in form reasonably acceptable to Buyer. Seller agrees to use its best efforts to obtain such consents.

9. Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Seller shall have waived in writing the satisfaction of such condition:

(a) The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date.

(b) Buyer shall have performed and complied in all material respects with all covenants, agreements, representations, warranties and undertakings required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) Buyer shall have delivered to Seller the Purchase Price.

10. Indemnification.

(a) Survival. All representations and warranties made in this Agreement shall survive the Closing for a period of one (1) year from the Closing Date, except for the representations and warranties contained in Sections 6(g)(5) and 6(k), which representations and warranties shall survive for the statute of limitations applicable thereto and except for the representations and warranties contained in Sections 6(c) and 6(l), which shall survive for a period of the earlier of: (i) the date upon which the FCC grants the renewal of the FCC License of the Station and (ii) 60 months from the Closing Date. The right of any Party to recover Damages on any claim shall not be affected by the termination of any representations and warranties as set forth above, provided that notice of the existence of such claim has been given by the Indemnified Party (as hereinafter defined) to the Indemnifying Party (as hereinafter defined) prior to such termination.

(b) Indemnification of Buyer by Seller. Subject to Section 10(a) above, from and after the Closing Date, Seller shall indemnify and hold Buyer and Buyer's respective heirs, personal representatives, successors and assigns, managers, officers, employees, attorneys, affiliates, representatives, agents and members, harmless from and against any liability, loss, cost, expense, judgment, order, settlement, obligation, deficiency, claim, suit, proceeding (whether formal or informal), investigation, lien or other damage, including, without limitation, attorney's fees and expenses, (all of the foregoing items for purposes of this Agreement are referred to as "Damages"), resulting from, arising out of or incurred with respect to:

(1) Any misrepresentation or breach of any representation or warranty or breach of any representation or warranty of Seller contained in this Agreement, the Seller Documents or in any certificate, instrument of transfer or other document or agreement executed by Seller in connection with this Agreement or otherwise made or given in connection with this Agreement. For the sole purpose of the right of indemnification pursuant to this Section 10(b)(1), the representations and warranties contained in this Agreement shall not be deemed qualified by any references herein to materiality;

(2) Any failure by Seller to perform or observe, or to have performed or observed, in all material respects, any covenant or agreement to be performed or observed by Seller under any Seller Documents;

(3) The Excluded Liabilities;

(4) Any Liability relating to the business and operation of the Station as conducted by Seller prior to the Closing Date, including, but not limited to, any violation of any FCC Rule or the FCC License of the Station;

- (5) The enforcement of Buyer's rights under this Agreement;
- (6) Any claim, demand or allegation by any third party relating to any of the foregoing.

(c) Indemnification of Seller by Buyer. Subject to Section 10(a) above, from and after the Closing Date, Buyer shall indemnify and hold Seller, and Seller's respective heirs, personal representatives, successors and assigns, directors, officers, employees, attorneys, affiliates, representatives, agents and shareholders harmless from and against any Damages resulting from, arising out of, or incurred with respect to:

- (1) Any misrepresentation or breach of any representation or warranty of Buyer contained in this Agreement, the Buyer Documents or in any certificate, instrument of transfer or other document or agreement executed by Buyer in connection with this Agreement or otherwise made or given in connection with this Agreement;
- (2) Any failure by Buyer to perform or observe, or to have performed or observed, in all material respects, any covenant or agreement to be performed or observed by Buyer under any Buyer Documents;
- (3) Any claim, demand or allegation by any third party relating to any of the foregoing.

(d) Limitations on Indemnification.

(1) The respective indemnification obligations of Seller and Buyer shall not be effective until the aggregate dollar amount of all Damages indemnified against exceeds \$20,000, at which time, all Damages shall be subject to such indemnification obligations; provided, however, that any obligation of Seller attributable to any forfeiture imposed by the FCC for acts or events occurring prior to the Closing Date shall be effective regardless of the amount of Damages.

(2) The maximum indemnity payable by Seller or Buyer shall be \$68,000.

(3) Notwithstanding anything to the contrary in this Agreement, in the event that either the Seller or the Buyer properly waives in writing the satisfaction of any of the provisions of this Agreement, then that waiving Party shall not be entitled to indemnification with respect to any Damages resulting by such waiver.

(e) Procedures.

(1) Promptly after the receipt by a Person indemnified under this Section 10 (an "Indemnified Party") of notice of (a) any claim or (b) the commencement of any action or proceeding which may entitle such Indemnified Party to indemnification under this Section 10, such Indemnified Party shall give the Party making the indemnification (the "Indemnifying Party") written notice of such claim or the commencement of such action or proceeding and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting from such claim. The failure to give the Indemnifying Party timely notice under this subsection shall not preclude the Indemnified Party from seeking indemnification from the Indemnifying Party unless, and then only to the extent, such failure has materially prejudiced the Indemnifying Party's ability to defend the claim or litigation. If such claim does not arise from the claim of a third party, the Indemnifying Party shall have 30 days after such notice to cure the conditions giving rise to such claim to the Indemnified Party's satisfaction. Failure by the Indemnifying Party to notify an Indemnified Party of its election to defend any such claim or action by a third party within 30 days after notice thereof shall have been given to the Indemnifying Party shall be deemed a waiver by the Indemnifying Party of its rights to defend such claim or action.

(2) If the Indemnifying Party assumes the defense of any such claim or litigation resulting therefrom with counsel reasonably acceptable to the Indemnified Party, the Indemnified Party may participate, at its expense, in the defense of such claim or litigation provided that the Indemnifying Party shall direct and control the defense of such claim or litigation. The Indemnified Party shall cooperate and make available all books and records reasonably necessary and useful in connection with the defense. Except with the prior written consent of the Indemnified Party, the Indemnifying Party shall not, in the defense of such claim or any litigation resulting therefrom, consent to the entry of any judgment (other than a judgment of dismissal on the merits without cost) or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Damages in respect of such claim or litigation.

(3) If the Indemnifying Party shall not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may, but shall have no obligation to, defend against such claim or litigation in such manner as it may deem appropriate; provided, however, the Indemnified Party may not compromise or settle such claim or litigation without the Indemnifying Party's prior written consent.

11. Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the written consent of both of the Parties; or

(b) by written notification from either the Seller or the Buyer to the other if the Closing is not consummated before the 210th day after the Form 314

assignment application is filed with the FCC, provided that the terminating party is neither responsible for the delay nor in breach of this Agreement; or

(c) by the Seller or the Buyer if there has been a material misrepresentation or material breach of warranty or affirmative covenant by the other, which has not been cured within 20 business days after written notice thereof from the complaining Party, provided that the complaining Party is not itself in breach or default under this Agreement.

12. Remedies Upon Default.

(a) In the event of an uncured breach or default by Seller of this Agreement prior to the Closing, the Parties recognize that the Station is a unique asset not readily available on the open market and that the value of the Station to the Buyer is not readily determinable; accordingly, because monetary Damages may not be an adequate remedy, in addition to all other remedies which may be available to Buyer by reason of an uncured breach or default by Seller, Buyer also shall be entitled to seek specific performance of this Agreement and, provided that it is not in default under this Agreement, shall be entitled to such a decree and also for reimbursement of its reasonable and prudent attorneys fees and expenses.

(b) PROVIDED THAT SELLER IS NOT OTHERWISE IN DEFAULT OF THIS AGREEMENT, IN THE EVENT OF AN UNCURED MATERIAL BREACH OR DEFAULT BY BUYER OF THIS AGREEMENT PRIOR TO THE CLOSING, THEN SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, SHALL (AS AN ELECTION OF REMEDIES) TERMINATE THIS AGREEMENT AND RECEIVE FROM THE ESCROW AGENT THE ESCROW DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER ACKNOWLEDGE THE DIFFICULTY OF ASCERTAINING THE ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT, THAT IT IS IMPOSSIBLE TO MORE PRECISELY ESTIMATE THE DAMAGES TO BE SUFFERED BY SELLER UPON SUCH DEFAULT, THAT THE RETENTION OF THE ESCROW DEPOSIT BY SELLER IS INTENDED NOT AS A PENALTY BUT AS FULL LIQUIDATED DAMAGES AND THAT SUCH AMOUNT CONSTITUTES A GOOD FAITH ESTIMATE OF THE POTENTIAL DAMAGES ARISING THEREFROM. SELLER'S RIGHT TO SO TERMINATE THIS AGREEMENT AND TO RECEIVE LIQUIDATED DAMAGES AS AFORESAID IS SELLER'S SOLE AND EXCLUSIVE REMEDY. SELLER HEREBY WAIVES, RELINQUISHES AND RELEASES ANY AND ALL OTHER RIGHTS AND REMEDIES, INCLUDING BUT NOT LIMITED TO: (i) ANY RIGHT TO SUE BUYER FOR DAMAGES OR TO PROVE THAT SELLER'S ACTUAL DAMAGES EXCEED THE AMOUNT THAT IS HEREBY PROVIDED SELLER AS FULLY LIQUIDATED DAMAGES OR (ii) ANY OTHER RIGHT OR REMEDY THAT SELLER MAY OTHERWISE HAVE AGAINST BUYER, EITHER AT LAW, EQUITY OR OTHERWISE. NOTWITHSTANDING THE ABOVE, IF IT BECOMES NECESSARY FOR SELLER TO BRING A COURT ACTION TO ENFORCE ITS REMEDY UNDER THIS SECTION 12(b), THEN

SELLER SHALL ALSO BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND COURT COSTS.

13. Notices. All consents, demands, notices, instructions, requests and waivers required or permitted under this Agreement shall be (a) in writing and (b) delivered personally, by facsimile or by overnight courier service (in either case with receipt confirmation) and shall be effective on the date of delivery, addressed or faxed as follows:

If to SELLER:

Northwest Indy Radio
2708 Hampton Court SE
Olympia, WA 98501

Email: stephenp@otakuworld.com

Sam-Sno Educational Media
2708 Hampton Court SE
Olympia, WA 98501

Email: sw@drsandi.com

If to BUYER :

If US Mail

Seattle Streaming Radio, LLC
P.O. Box 1471
Evergreen, CO 80437
FAX: 303. 4785647
Email: ddrucker@wildblue.net

If Other Than US Mail

29833 Ruby Ranch Road
Evergreen, CO 80439

with a copy to:

James M. Talens, Esq.
6017 Woodley Road
McLean, VA 22101
Tel: 703.241.1144
Email: jtalens@verizon.net

Either Party may change its address or facsimile number by giving 5 days notice in writing to the other Party and its counsel.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and assigns, it being understood that any assignment hereunder to a third party shall not relieve the assigning party of its own obligations hereunder.

15. Operation of Business/Cooperation.

(a) Notwithstanding anything to the contrary contained herein, but acknowledging that the Seller has unfettered discretion with respect to the Station's programming until the Closing occurs, between the date of this Agreement and the Closing Date or termination of this Agreement, Seller shall maintain the Assets and operate the Station as required by its current FCC License or the written requirements of the FCC and in compliance with all FCC Rules and in the ordinary course of business, and in accordance with its past practices and its obligations under this Agreement, and shall not (without Buyer's advance written consent):

(1) sell or dispose of any of the Assets, unless such Assets are promptly replaced with substantially similar assets reasonably acceptable to Buyer, or permit any Lien to attach to any of the Assets;

(2) commit any act or omit to do any act which will cause a material breach of any Contract or antenna site License or loss of FCC License;

(3) modify or terminate, or waive any material right under, any Lease listed in Schedule 1(a)(ii)(2) or any other Contract listed in Schedule 1(a)(ii)(1);

(4) enter into any contract or incur any material Liability that would be binding on Buyer after Closing; or

(5) take any action or omit to take any action within its control to the extent such action or omission might result in any of the representations or warranties of Seller contained in this Agreement being inaccurate or incomplete on and as of the Closing Date.

(b) From the date hereof to the Closing Date, Seller shall afford, and require its employees and agents to afford, to Buyer, its legal/engineering counsel and its engineering or other representatives reasonable access at all reasonable times to the Station and Assets, Seller's employees, and properties and to Seller's books, records and contracts relating to the Station and the Assets, provided that, Buyer shall promptly pay Seller's reasonable incremental costs incurred under this Section 15(b).

(c) Seller shall give prompt written notice to Buyer of the discovery of (i) any inaccuracy in any representation or warranty made by it or (ii) any failure of Seller to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement

(d) Notwithstanding the foregoing, no notification made under this Section shall affect the representations or warranties or covenants or agreements of the Parties or the conditions to the obligations of the Parties hereunder.

(e) Seller agrees to Buyer filing contemporaneously or within 15 days of this Agreement Engineering Amendments and any attendant STA requests with the FCC as required by Buyer. Grant by the FCC of such amendments and STA requests shall be a condition precedent to final satisfaction of this Agreement, and shall be governed under this Agreement according to the Section 3, FCC Consent and Operations Pending FCC Consent.

16. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any suit to enforce the provisions of this Agreement shall be brought in the state or federal courts in Colorado and the prevailing party in any such suit shall be entitled to reasonable attorney's fees and expenses.

17. Public Announcements and Confidentiality. Neither Seller nor Buyer shall issue any press or public statement with respect to this Agreement or the transactions contemplated hereunder without the prior written consent of the other Party; provided, however, that this provision shall not preclude either Party from complying with the FCC Rules or other applicable laws, rules or regulatory policies

18. Entire Agreement and Waiver. This Agreement constitutes the entire agreement between the Seller and Buyer and supercedes any prior agreement, understanding or undertaking between them. Any provision hereof shall be waived only in writing signed by the Party affected thereby.

19. Counterparts; Facsimile Signatures. This Agreement may be executed by an exchange of facsimile signatures to identical counterparts with the same effect as if executed on the same instrument; provided, however, in view of the fact that signatures are to be notarized, originally signed counterparts (including originally signed notaries) shall be exchanged and delivered among the Parties within five (5) business days after the date of execution by the Parties.

20. Risk of Loss. The risk of loss or damage to any of the Assets prior to the Closing shall be upon the Seller. Upon the occurrence of any material loss or damage to any of the Assets as a result of fire, casualty or other causes prior to the Closing Date, Seller shall notify Buyer thereof in writing immediately, stating with particularity the extent of the loss or damage incurred, the cause of damage, if known, and the extent to which restoration, replacement and repair of the Assets lost, damaged or destroyed will be reimbursed under any insurance policy with respect thereto. In the event that Seller has not repaired, restored or replaced such Station Assets by the Closing Date, Buyer shall have the option exercisable on the Closing Date to either:

(a) Postpone the Closing up to one hundred twenty (120) days, in which event, Seller shall join in all necessary applications for extension of the effective period of the FCC's consent to the assignment of the FCC Authorization of the Station as herein contemplated, and Seller shall expeditiously and diligently effect such repair, replacement or restoration at its sole expense without regard for the amount of insurance coverage; or

(b) Elect to consummate the Closing and accept the Station Assets in their "then" condition, in which event Seller shall assign to Buyer all rights under any insurance claim covering the loss or condemnation action or proceeding and pay over to the Buyer any proceeds under any such insurance policy or condemnation award theretofore received by Seller with respect thereto; or

(c) Terminate this Agreement with no liability whatsoever to Seller. In such event, Buyer and Seller shall jointly instruct in writing the Escrow Agent to pay to the Buyer by wire transfer the Escrow Deposit and any interest earned thereon.

21. Binding Effect. All of the terms and provisions of this Agreement by or for the benefit of the Parties shall be binding upon and inure to the benefit of their respective successors, permitted assigns, heirs and personal representatives. The rights and obligations provided by this Agreement shall be assignable by Buyer (without discharge of any of its obligations hereunder) to its lenders as security for loans or to a post-Closing successor to its business, and, except as expressly provided herein, nothing herein is intended to confer upon any Person, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

22. Schedules and Exhibits. All instruments or documents to be delivered by any Party to this Agreement shall be in form and content reasonably satisfactory to the counsel for the Party receiving such instrument or document. Each Schedule, Exhibit and Addendum attached hereto shall be deemed an integral part of this Agreement.

23. Breach and Validity. In the event of a breach by either party of any provision of the Asset Purchase Agreement, including but not limited to wrongfully failing to close, then the other party shall be entitled, in addition to all other rights or remedies, to an injunction restraining such breach, without being required to show any actual damage or to post an injunction bond and/or to a decree for specific performance of the provisions of the Asset Purchase Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and

provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

24. Effect of Headings. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to or in any way may be used to modify, explain or place any construction upon any of the provisions of this Agreement.

25. Attorney Fees And Costs. In the event of any action at law, in equity or other dispute resolution process between the Parties hereto to enforce or interpret any of the provisions hereof, the unsuccessful Party or Parties to such litigation shall pay to the successful Party or Parties all costs and expenses, including actual attorneys' fees, incurred therein by such successful Party or Parties; and if such successful Party or Parties shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as part of such judgment.

26. Language. Unless the context clearly indicates otherwise, the term “including” shall be deemed to be followed by the words “without limitation” or “but not limited to”.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SELLER:

NORTHWEST INDY RADIO

By: _____
STEPHEN P LEPISTO, President

SAM-SNO EDUCATIONAL MEDIA

By: _____

JENNIFER D REITZ

BUYER:

SEATTLE STREAMING RADIO, LLC

By: _____
David M. Drucker

Schedule 1(a)(i)
Transferred Tangible Assets

None

Schedule 1(a)(ii)(1)
Contracts

Schedule 1(a)(ii)(2)
Leases

Schedule 1(a)(iv)

FCC License

<u>Station</u>	<u>Facility ID</u>	<u>Expiration</u>
K221FJ	149360	10/17/2011

Schedule 1(c)

Excluded Assets

The Excluded Assets shall include assets used in connection with Seller's co-owned stations.

Schedule 6

Exceptions to the Representations and Warranties

6(b)(2) Authority.

Each of the Leases set forth on Schedule 1(a)(ii)(2) and the Contracts set forth on Schedule 1(a)(ii)(1) require prior written consent to assignment.

6(c) Station's License.

6(i) Litigation.

See disclosure under 6(c).

Schedule 6(j)
Insurance Policies

Schedule 6(l)
Compliance with Legal Requirements

See disclosures under 6(c).

Schedule 6(o)
Vendors, Suppliers, Customers, etc.

Attachment A

AGREEMENT FOR AIR TIME ON LPFM K221FJ

This **AGREEMENT FOR THE BULK USE OF AIR TIME** ("Agreement") is made as of this ____ day APRIL , 2009, by and between SEATTLE STREAMING RADIO, LLC (BUYER"), currently awaiting Federal Communications Commission ("FCC") approval of the assignment of the license to BUYER of LPFM Station K221FJ) ("Station"), and Northwest Indy Radio. ("Seller"), current licensee of the Station ("Asset Purchase Agreement" or "APA"). This Agreement is an integral component of the APA and is not severable. Further, this agreement shall be governed by the following terms and conditions:

1. Programming.

(a) If Buyer constructs the station at its own cost then SSR shall provide Seller with its FCC authorized AM programming from 12:00 a.m. to 11:59 p.m. daily on the Station. ("Bulk Air Time" or "Air Time") Such Bulk Air Time shall consist of programming produced by or for the AM radio station owned by the Buyer. The amount paid will be \$ ____ per month, with each payment due on the 15th of the broadcast month.

(b) The Air Time provided is on a use-it-or-lose it basis; in other words, the Station has reserved the Air Time for SSR , but if SSR fails to provide to Station enough programming to fill the Air Time, then said time will be deemed forfeited.

(c) Programming provided by SSR may contain public service announcements and local programming including local news sufficient to comply with FCC requirements set forth in the Communications Act of 1934, as amended, and the FCC's rules, regulations and published decisions and policies.

2. Term and Termination. SSR will run its AM programming starting on when it constructs the station. The term of the Agreement shall run until closing on the purchase of K221FJ by Buyer , which is currently pending and will be filed before the FCC, or upon 30 days notice by either party to terminate this Agreement.

3. Failure to Broadcast. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond the control of the Station, , or there is an interruption or omission of any SSR or other programming provided by for an entire broadcast day (any 24 continuous hours) other than any interruption or omission caused by failing to deliver the programming or delivering programming of unsatisfactory technical quality or in a manner or condition not appropriate for broadcast, Seller may provide alternative programming.

4. Substitution of Programs. SSR shall have the right to substitute or preempt any broadcast or portion thereof in order to broadcast any program which is deemed to be of public significance or which it believes is required by the Communications Act.

5. Program Material. All expenses connected with the delivery of programming to the Station (including, without limitation, the cost of a satellite antenna, the installation charges for such antenna and any increase in rent related thereto, if required) and with return therefrom, if return is directed, shall be paid by SSR. Included is rent, electricity, maintenance and other related charges associated with provision of this bulk programming.

6. Broadcast Liabilities. Each party agrees to hold and save the other harmless and indemnify the other party against any liability resulting from the broadcast of program material provided that party, including, but not limited to, copyrights and copyrights to musical compositions licensed for broadcasting by a music licensing organization.

7. General.

(a) The obligations hereunder are subject to applicable federal, state and local laws and regulations, including the regulations of the FCC. Nothing contained herein shall prevent or hinder either party from rejecting or refusing to broadcast any program which it reasonably believes is necessary in order to comply with FCC rules or the Communications Act, or from substituting for any program a program of outstanding local or national importance. Licensee shall retain absolute authority, power and control over the policies, programming and operations of the Station until closing.

(b) Seller assumes no liability for loss of or damage to programming, and other property furnished by Buyer in connection with broadcasts hereunder.

(c) Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, any construction to be made in this Agreement shall not be construed against any party on the basis of that party being the "drafter."

(c) This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile and electronic copies of the signatures may be treated as original signatures for all purposes.

(d) This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any suit to enforce the provisions of this Agreement shall be brought in the state or federal courts in the State of Colorado.

(e) If any suit, appeal, or other action is commenced by a party to establish, maintain, or enforce any right or remedy arising from this Agreement, the losing party shall pay all reasonable attorney's fees and litigation or appeal expenses incurred therein by the prevailing party, to the extent awarded by the court or other decision-maker.

By executing the Asset Purchase Agreement Buyer and Seller, simultaneously execute this Bulk Time Agreement.