

Call Sign:K221FT
City of License: Filer, ID
FIN: 141173

LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is made and entered into on 10/22, 2014 by and between Lee Family Broadcasting, Inc., located at 3219 Laurelwoods Drive, Twin Falls, ID 83301 (hereinafter "Lessor"), and Educational Media Foundation, a California non-profit corporation, located at 5700 West Oaks Blvd., Rocklin, CA 95765 (hereinafter "Lessee").

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

1. Parties and Purpose. Lessor hereby agrees to provide Lessee with facilities for the housing and operation of certain transmitting and receiving equipment, including, but not limited to, the installation and operation of antennas or antenna systems, and the space required to run cables between the equipment and the antenna or antenna systems (hereinafter "Facilities") which Facilities are described in Exhibit A. Lessee shall be permitted to install, operate, maintain, repair, modify, replace, alter and remove its broadcast and other related equipment, including, but not limited to, its antennas or antenna systems, transmitting and receiving equipment, and cables, as described in Exhibit A (hereinafter "Equipment"). Lessee agrees to accept the Facilities for such purposes, subject to the terms and conditions of this Lease.
2. Location. The Facilities to be furnished to Lessee are located at Lessor's Transmission Site (hereinafter "Site"), which is located at 65 N 520 E, Jerome Idaho, 83338 (Coordinates: 42-43-54.0 N, 114-25-7.0 W).
3. Term. This Lease shall be for an initial term of five (5) years commencing on the installation of Lessee's Equipment at the Site. If the commencement date of this Lease is on a day other than the first day of the month, the initial term will expire, subject to renewal as provided in Section 5, on the fifth anniversary of the final day of the month in which this Lease commenced (e.g., if the lease commences on March 10, 2005, then the initial lease term will expire on March 31, 2010).
4. Rent. The monthly rental to be paid by Lessee to Lessor shall be FIVE HUNDRED DOLLARS (\$500.00) each month, payable on or before the first day of each month during the term of this Lease. In addition to the monthly rent, Lessee will reimburse Lessor for any State of Idaho land lease fees incurred by Lessor that are directly related to Lessee's use of the tower site and real estate pursuant to this Lease. If the commencement date of this Lease is on a day other than the first day of the month, the rental for the first partial month shall be prorated on a daily basis. The rent will increase on the first anniversary of the commencement date and each year thereafter throughout the initial term and any renewal term by three (3) percent over the previous year's rent. If the commencement date of this Lease is on a day other than the first day of the month, the annual increases will occur on the first day of the first full month after the anniversary of the commencement date and each year on that date thereafter (e.g., if the lease commences on March 10, 2005, then the first annual increase shall take place on April 1, 2006).

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

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

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

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

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

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

8. Utilities. Lessee shall be responsible for furnishing and paying for all gas, fuel, air conditioning, telephone, electricity, garbage service, janitorial service, and any and all other utilities and services utilized by it. Lessor represents and warrants that the Site has direct hook-up access to electrical utilities necessary for Lessee to operate the Lessee's equipment and authorizes Lessee to connect its equipment to Lessor's existing power distribution system installed at the Site. Currently, there is one single-phase electrical utility service meter at the Site. In order for the Lessor to be reimbursed for Lessee's use of electricity at the Site, Lessee shall monthly reimburse Lessor the cost of Lessee's electrical usage at the Site shall constitute an additional fee under the Lease (the "Power Reimbursement"). Using the Facilities outlined in Exhibit A, the Power Reimbursement shall commence at \$150 per month.

If either party believes that the Power Reimbursement is too low or too high, the Lessor and Lessee shall recalculate Lessee's estimated pro-rata share of electricity used at the Site using the previous 12 months of Lessor's utility bills. The Power Reimbursement will be calculated as follows: At the Site, the Lessee shall pay a pro-rata share of the utility bill with all other stations operating through the common electrical meter based on KVA used by each transmitter as measured when operating at their licensed transmitter power outputs. For example, if the licensed transmitter power output of the Lessor's KXTA HD transmission equipment draws 20 kVA, another tenant's transmission equipment draws 10 kVA, and the Lessee's transmission equipment draws 10 kVA, then the Lessee's usage shall be equal to 25% of the average monthly utility bill over the previous 12 months (10 kVA of the total 40 kVA used by transmitters at the Site).

In any event, Lessor reserves the right to require that Lessee, at its expense, either 1) sub-meter its utility services at the Site and require Lessee to reimburse Lessor for its metered usage at the Site instead of using the Power Reimbursement formula described above, or 2) install its own separate utility meter at the Site. To the extent any additional utility capacity is required by the Lessee, Lessor shall cooperate with Lessee with respect to the creation, granting or obtaining of any easements or rights-of-way that may be needed pursuant thereto, all at Lessee's sole cost and expense.

In the event that (i) utilities are not available for Lessee at the Site and the cost of installation is not commercially practicable or (ii) Lessee's electric or other necessary utility service at the Site is terminated or interrupted for a period of thirty (30) consecutive days, and there is no reasonable expectation that such electric or other utility service will be restored or re-established within ninety (90) days from the date of the termination or interruption, then Lessee shall have the right to terminate this Agreement upon providing written notice to Lessor.

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

10. Modifications to Equipment. It is understood between the parties that Lessee may desire to make modifications, replacements or alterations to its Equipment at the Site. Lessee shall be permitted, without notice to Lessor, to make any modifications, replacements or alterations to its Equipment, which is not located on the tower. Except in cases of emergency, Lessee will provide Lessor with at least seven (7) days notice prior to performing any work on the tower. Said notice need not be in writing and may be made by telephone, email or facsimile transmission. If a proposed replacement, substitution or modification (hereinafter "Modification") of its Equipment on the tower will result in an increased antenna weight or wind load, Lessee will be required to obtain the prior written consent of Lessor, which consent will not be unreasonably withheld, and, if necessary, Lessee will be responsible, at its sole expense, for verifying that the Modification is permissible, including, if necessary, obtaining a structural analysis. Lessor may not increase the rent charged to Lessee for any modifications to its Equipment which is not located on the tower or for modifications on the tower which do not materially increase the antenna weight or wind load to the tower. In the event that Lessor desires to occupy space at the top of the tower for its own use, Lessee agrees, at its expense, to modify its Facilities so that its antenna is located lower on the tower at a location mutually agreeable to Lessor and Lessee, but under no circumstances lower than 200 feet above ground level.

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

Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Furthermore, should Lessee be cited by either the FCC or FAA because the Site is not in compliance, and Lessor does not cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately upon written notice to Lessor.

12. Condition of Site. Lessor shall furnish the Site to Lessee in good condition and shall maintain the Site in a manner that will not interfere with Lessee's reasonable use of the Site. Upon expiration or termination of this Lease, Lessee will have the right to remove its Equipment, fixtures and structures within thirty (30) days from the Site at Lessee's sole cost and expense. Title to all of Lessee's Equipment, fixtures and structures will remain in Lessee. At the expiration or termination of this Lease, Lessee shall surrender the Facilities in substantially

the same condition as received, except for ordinary wear and tear, or damages to the Facilities due to causes beyond Lessee's control.

13. Mutual Waiver of Subrogation. Lessee and Lessor hereby agree not to assign to any insurance company any right or cause of action for damage to their property located on the Site which Lessee or Lessor now have or may subsequently acquire against the other party, and Lessee and Lessor each expressly waive all rights of subrogation for such damage against the other party. It is specifically understood that this provision shall apply only where such insurance allows the insured to enter into an agreement waiving subrogation rights.

14. Duty to Repair. If the Facilities are, in whole or in part, destroyed by fire, vandalism, civil unrest, acts of God, or any other action or event which is beyond the control of either Lessor or Lessee, or condemned by public authorities, whether by eminent domain or otherwise, then (i) if wholly destroyed or condemned so that all of the Facilities are rendered untenantable, this Lease shall then terminate, and Lessee shall be liable for the rent only up to the time of such destruction or condemnation and any rent prepaid by Lessee shall be returned to it; but (ii) if only partially destroyed or condemned, and still tenantable, Lessor shall, within a reasonable time, which shall not exceed ninety (90) days, repair said Facilities with a reasonable reduction of rent from the time of such partial destruction or condemnation until the Facilities are again of reasonable value to Lessee as the Facilities were before being partially destroyed or condemned; provided, however, that if such partial destruction or condemnation shall occur within six (6) months prior to the termination of this Lease, then this Lease, if either Lessor or Lessee so elects, shall then terminate and Lessee shall be liable for rent only up to the time of such destruction or condemnation and any rent prepaid by Lessee shall be returned to it. A decision as to whether the partially destroyed or partially condemned Facilities are still tenantable, as provided herein, shall be made jointly by Lessor and Lessee, and if they cannot agree, by a mediator agreeable to both parties.

15. Notices. Any notice or demand required or permitted to be given or made under this Lease (hereinafter "Notice") shall be in writing and shall be given by personal delivery, reputable overnight carrier, or by U.S. certified mail, postage prepaid, return receipt requested to the other party at the address set forth on Page 1 of this Lease. Notices will be deemed effective when delivered or rejected if by personal delivery, the following business day when sent by reputable overnight courier, or three (3) business days after being deposited with the U.S. Postal Service if sent by U.S. certified mail. Either party may from time to time designate any other address for this purpose by giving Notice to the other party.

16. Default. Failure by Lessee to make any payment which is required by this Lease when due shall not constitute a default under this Lease unless Lessee shall fail to cure such delinquency within fifteen (15) days of Notice specifying the delinquency. Failure by either party to perform any other obligation under this Lease shall not constitute a default, unless the non-performing party is given Notice of such failure by the other party and the non-performing party fails to correct such failure within thirty (30) days of Notice. In the event that a non-monetary default cannot reasonably be cured within the thirty (30) day period, the non-performing party will not be in default if it commences the cure within the thirty (30) day period and diligently pursues the cure until completion.

In the event that a noticed default is not cured within the designated cure period, the non-defaulting party shall be entitled to terminate this Lease upon ten (10) days Notice, in addition to pursuing any other available remedies at law or in equity.

17. Costs of Enforcing. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by the other party of any of the terms hereof, the prevailing party in any such action shall recover from the other party its reasonable attorney's fees and expenses incurred, and the right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

18. Assignment. Lessee shall have the right at any time to assign this Lease, provided that Lessee shall first obtain Lessor's written consent, which consent will not be unreasonably withheld. In the event of an assignment, Lessee will be relieved from its ongoing obligations and liabilities under this Lease if the assignee is creditworthy and agrees in writing to be bound by the terms of this Lease. Lessor shall have the right to assign this Lease at any time without the prior consent of Lessee, written or otherwise. If Lessor sells or transfers its interest in the Site, then Lessor, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease; provided however, any assignment by Lessor shall only be effective against Lessee after Lessor has provided Lessee with Notice of the sale or transfer, along with sufficient documentation evidencing the sale or transfer.

19. Quiet Enjoyment. Lessor warrants that (i) Lessor owns the Site in fee simple or has a legal right to use, operate and occupy the Site, including rights of access thereto; (ii) Lessor has the full right to enter into and perform pursuant to this Lease; and (iii) Lessor covenants and agrees that upon Lessee's payment of the rent and its performance pursuant to this Lease that Lessee may peacefully and quietly enjoy and use the Site.

20. Prior Negotiations. This Lease constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

21. Amendment. No revision, amendment to, or modification of this Lease shall be valid unless made in writing and signed by an authorized representative of each party.

22. Successors and Assigns. The covenants and agreements contained in this Lease shall be binding upon the parties hereto and on their respective successors, heirs, executors, administrators, legal representatives, and assigns.

23. Authority. Any individual signing this Lease on behalf of an entity represents and warrants that he or she has full authority to do so.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. This Lease shall become operative when each party has executed at least one counterpart hereof.

25. Termination. If Lessee is unable to occupy and utilize the Site due to an action of the FCC which adversely and economically affects Lessee's business at the Site, including without limitation, a take back of channels or change in frequencies, Lessee shall have the right to terminate this Lease upon giving Lessor sixty (60) days Notice without further ongoing obligation and/or liability to either party under this Lease after the effective date of termination. Furthermore, in the event that a permit or authorization, which is required for Lessee's use and/or occupancy at the Site, is not granted or is withdrawn, or the cost of any structural work that is required for Lessee's occupancy at the Site is determined to be commercially unfeasible, or buildings, towers, windmills or other structures are erected which materially disrupt Lessee's broadcast signal, in Lessee's sole discretion, Lessee shall have the right to terminate this Lease upon giving Lessor sixty (60) days Notice without further ongoing obligation and/or liability to either party under this Lease after the effective date of termination.

26. Miscellaneous Provisions. The waiver of any term, provision or any default shall not constitute the waiver of any other term, provision or default. This Lease shall be governed by the laws of the State in which the Site is located. If any part of this Lease shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth below.

LESSOR: Lee Family Broadcasting, Inc.

By: Kim Lee

Date: 10/22/14

LESSEE: Educational Media Foundation

By: Mike Beck

Date: 10/24/14

EXHIBIT A
FACILITIES

Station: K221FT
FCC ID: 141173

Tower Information:

ASRN: 1041912
Overall Height: 122.8 Meters
Structure Height: 121.8 Meters
Structure Type: Guyed Tower

Lessee's Exterior Information:

Antenna: Nicom BKG77-1 (or smaller)
Feedline: Andrew LDF4.5-50 (5/8" or smaller heliax)
CORAGL: 119 Meters
CORAMSL: 1428 Meters
ERP: 250 Watts (or less)
Sat Dish: 1.8 Meters downlink/uplink satellite dish on Lessee-provided pole in ground

Lessee's Interior Information:

Rack Space: 1 Standard Width, Full Height Equipment Rack (provided by Lessee)*

*Rack will house equipment for K221FT as well as equipment needed to provide audio for KXTA-HD4

SPS CHANNEL USE AGREEMENT

THIS SPS CHANNEL USE AGREEMENT ("Agreement") is made as of the 22 day of 01/21, 2014, by and between Lee Family Broadcasting, Inc. ("Licensee"), and Educational Media Foundation a California non-profit corporation, ("EMF").

RECITALS

Licensee owns and operates FM radio station KXTA, Gooding, Idaho (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC").

In addition to its primary program stream, the Station broadcasts one or more secondary in-band, on-channel digital audio streams, including a supplemental program service channel known as KXTA HD-4 (the "SPS Channel").

EMF produces Christian radio station programming (the "Programming") and EMF desires to use Licensee's SPS Channel to broadcast its Programming on the terms set forth in this Agreement and Licensee desires to grant EMF that privilege.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, Licensee and EMF agree as follows:

1. Term. This Agreement shall be effective upon execution and continue for a period of five (5) years (the "Term") unless sooner terminated as provided herein. This Agreement shall automatically renew for two additional terms or five (5) years each (each a "Renewal Term") unless EMF gives Licensee notice of non-renewal at least thirty (30) days prior to the expiration of the then existing Term or Renewal Term.
2. Programming. During the Term, EMF shall provide the Programming for rebroadcast on the SPS Channel and Licensee shall make the SPS Channel available to EMF for the purpose of broadcasting the Programming; provided, however that the SPS Channel shall be subordinate to the Station's primary program stream. Licensee shall have the obligation to provide EMF with a digital FM broadcast signal covering substantially the same area as served by the Station's primary digital broadcast throughout the Term of this Agreement.
3. Consideration. In consideration of Licensee allowing EMF to use Licensee's SPS Channel, EMF agrees to pay a one time fee of \$1.00 and: (a) timely pay Rent pursuant to that certain Lease Agreement dated herewith which allows EMF to co-locate translator K221FT at the KXTA antenna site (the "Translator Lease"); and (b) EMF shall reimburse Licensee for any license payments or fees required under the Ibiqity agreement as and when they become due. In the event that the Translator Lease is terminated for any reason yet the instant Agreement is

not terminated, EMF shall pay Licensee a monthly fee equal to the then-current Rent due under the Translator Lease (the "Monthly Fee") payable on or before the first day of each month during the Term. Each year during the Term and any Renewal Term, the Monthly Fee, if applicable, shall increase by three percent (3%) as the first day of the month in which the anniversary of this Agreement falls. Any partial months at the beginning or end of this Agreement shall be prorated.

4. Programs. EMF shall ensure that the Programming complies with FCC rules, regulations, policies and other applicable law, that it complies with Licensee's program standards in effect from time to time, and that it does not violate the rights of third parties. EMF shall ensure that the Programming includes proper station identification announcements in accordance with FCC rules and regulations. EMF shall be responsible for payment of any royalties or other fees arising from or related to its programming including, without limitation, any streaming royalty payments, ASCAP, BMI or SESAC payments or fees.

5. Facilities. EMF shall deliver the Programming to the Station's transmission facilities in a manner compatible with the Station's facilities and technical standards in effect from time to time. Licensee maintains the right to modify its facilities and broadcast operations from time to time, as long as an SPS channel shall continue to exist and carry the Programming; however, Licensee shall have no obligation to modify its facilities to accommodate EMF. The Station, including the SPS Channel, may operate at reduced power or be off the air due to maintenance, casualty, modifications or for other reasons.

6. Control. Notwithstanding anything herein to the contrary, at all times Licensee shall have control over the Station, including, but not limited to, the absolute right to review and reject any material to be transmitted over its facilities which Licensee in its sole discretion deems undesirable or inappropriate. Nothing set forth herein limits Licensee's right to refuse to broadcast any Programming that violates FCC rules or policy or other applicable law or does not comply with Licensee's program standards or violates the rights of third parties. EMF shall provide Licensee with a copy of any letters of complaint it receives concerning the Programming. EMF shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee shall have the right to substitute its primary channel programming on the SPS Channel throughout the duration of any national or local emergency should Licensee, in its reasonable judgment, decide its primary facility is inadequate to cover such emergency, or as may otherwise be required by law.

7. Call Sign. Except for station identification announcements required by FCC rules, Licensee shall not use the call letters of the Station for the SPS Channel. Licensee shall use either the Station's frequency or other mutually-agreed upon identifier (to the extent same is permitted under then-existing law) to market, promote and otherwise conduct the business of the SPS Channel.

8. Termination In the event of breach. If a party fails to perform its obligations under this Agreement in any material respect or breaches the representations made by it under this Agreement in any material respect, and such breach or default continues for a period of ten (10) business days after the non-defaulting party provides the defaulting party written notice

thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior thereto.

9. Indemnity and Liability. EMF shall indemnify, defend, and hold harmless Licensee from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from EMF's use of the SPS Channel, including without limitation any claim of copyright infringement, libel, slander, defamation or invasion of privacy. Licensee shall have no liability with respect to the SPS Channel except as expressly provided in this Agreement.

10. Representations. Licensee and EMF each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station is located, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party. EMF represents and warrants to Licensee that EMF is qualified under the FCC's ownership rules to enter into this Agreement and program the SPS Channel hereunder.

11. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

EMF: Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attention: Michael Novak, President/CEO
Facsimile: (916) 251-1731

Licensee: Lee Family Broadcasting, Inc.
3219 Laurelwoods Drive
Twin Falls, ID 83301

12. Certifications. EMF certifies that it is legally qualified under the FCC's ownership rules, including, but without limitation, Section 73.3555 (or successor rule provision) and applicable FCC policies governing multiple programming and/or ownership of radio stations to enter into and perform this Agreement. Licensee certifies that under this Agreement, notwithstanding any provision that could be interpreted to the contrary, it maintains ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming.

13. Technical Specifications and Limitation Regarding Format. The SPS Channel shall provide a bit rate equal to the maximum amount of bandwidth available on the SPS Channel by the Ibiqity importer equipment or 42 kbps, whichever is less. Licensee reserves the remaining digital bandwidth for its own use on KXTA HD1, HD2, and HD3.


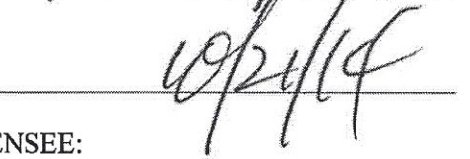
14. Miscellaneous. This Agreement is subject to the applicable rules and policies of the FCC and other applicable law. If such rules or policies change in a manner not consistent with this Agreement or a court or governmental authority holds any provision of this Agreement unenforceable, the parties will use reasonable efforts to reform or amend this Agreement to achieve, as closely as possible, the purposes of this Agreement. If the Agreement cannot so be modified after the use of reasonable efforts, either party may terminate this Agreement by written notice to the other. Neither party may assign this Agreement, except that Licensee may assign this Agreement to a transferee of the Station who assumes this Agreement in writing. This Agreement shall be governed by the laws of the State of Idaho without regard to principles of conflicts of laws. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

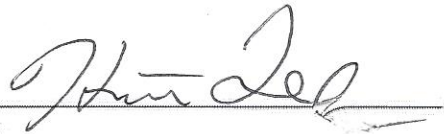
SIGNATURE PAGE TO SPS CHANNEL USE AGREEMENT

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

EMF:
EDUCATIONAL MEDIA FOUNDATION

By: 


LICENSEE:
LEE FAMILY BROADCASTING, INC.

By: 
Name:
Title: