

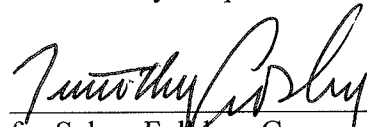
AGREEMENT OF SALE


Construction Permit KMUZ

The Salem Folklore Community ("Seller") and Willamette Information, News, and Entertainment Service ("Buyer"), known as the parties, enter into this agreement of sale, which becomes effective on the date accompanying the last signature subscribed below.

1. **Recital.** Seller has in effect a CP (construction permit) from the Federal Communications Commission ("FCC") to construct KMUZ ("the Station"), at or near Turner, Oregon.
2. **Sale.** Seller agrees to sell to the Buyer, for the sum of one dollar, its entire present and future interest in the Station, including its license, its construction permit, and any and all assets required for or used or useful in the operation of the station. No deposit is required.
 - a. The Parties understand and agree that this sale is subject to prior FCC approval, and the Parties within five business days shall file with the FCC seeking such approval and shall diligently and cooperatively prosecute such application. The Buyer shall bear the cost of any FCC filing fees that may be required, and the costs of FCC legal or engineering representation if any.
3. **Closing.** The Station sale shall be consummated at a date to be specified by Buyer no less than 10 nor more than 40 days after FCC approval of sale to Buyer is given. Seller shall forward an executed bill of sale and such other documents confirming the sale as Buyer may reasonably request. At the closing Buyer shall actually deliver by certified check or wire all payable cash consideration.
4. **Formalities.** The Parties enter into this Agreement of Sale intending themselves to be bound hereby, in consideration of the mutual promises and covenants set forth here, and each party acknowledges the actual receipt and sufficiency of such consideration.
5. This Agreement shall be construed and governed under the laws of the State of Oregon. It may be executed in counterparts. Notice for purposes of this Agreement shall be in writing, by certified mail, return receipt requested, or by overnight courier with confirmation of delivery. A Party giving any notice also shall forward a copy of the noticed action to the other Party by FAX, which shall not constitute notice. If it becomes necessary for a Party to obtain enforcement or interpretation of this Agreement from a court, then the prevailing Party shall be entitled to its reasonable attorneys' fees, in addition to any other relief it receives.

Executed by the parties as of the dates indicated:

 Timothy G. Goble, Pres SFC Dated: 3 May 2011
for Salem Folklore Community, "Seller"

 [Redacted Name] Dated: 5/3/2011
for Willamette Information News & Entertainment Service, "Buyer"