

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“*Agreement*”) is entered into this ___ day of March, 2019, by and between **EDUCATIONAL MEDIA FOUNDATION** (“**EMF**”), a California non-profit religious corporation and **RAZORCAKE/GORSKY PRESS, INC.** (“**RAZORCAKE**”), a California non-profit corporation (EMF and RAZORCAKE may each be referred to individually as a “*Party*” and collectively, the “*Parties*”).

WITNESSETH:

WHEREAS, RAZORCAKE has pending before the Federal Communications Commission (“*FCC*”) an application, FCC File Number BMPL-20171030AFC (the “*Application*”), for a modification to the construction permit for low power FM station KFFL-LP, Pasadena, California (the “*LPFM*”), and EMF has pending before the FCC an objection to the Application;

WHEREAS, EMF is the licensee of FM translator K212FA, Temple City, California which it is willing to convey to RAZORCAKE and from which RAZORCAKE believes that it can retransmit a signal that will serve its intended audience with a program format that will serve the public interest in the same manner as its planned LPFM station;

WHEREAS, the Parties believe that a settlement upon the terms set forth in this Agreement will serve the public interest in that it will speed the provision of service to the public by RAZORCAKE, and resolve the matter without the need for the expenditure of time and resources of the Parties and the Commission;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **EMF Actions**. In consideration of the actions to be taken by RAZORCAKE on the Closing Date, EMF agrees to assign K212FA to RAZORCAKE or its designee, following FCC approval. Such assignment shall include that equipment used at K212FA and listed on Schedule 2. The equipment will be conveyed “as is, where is” except that, on the Closing Date (as hereinafter defined), K212FA shall be operating pursuant to its FCC license. As part of the conveyance of K212FA, RAZORCAKE or its qualified designee will also assume EMF’s obligations under the transmitter site lease for K212FA ***provided, however***, that RAZORCAKE or its designee may give notice to EMF at least 30 days prior to Closing that it has made alternative tower arrangements in which case EMF can cancel the transmitter site lease following the Closing.

2. **RAZORCAKE Actions**. In consideration of the actions to be taken by EMF hereunder, RAZORCAKE agrees to dismiss its Application and surrender to the FCC its current construction permit for KFFL-LP for cancellation (the “Razorcake Actions”). This action will be

taken on the Closing Date simultaneously with the consummation of Assignment of K212FA from EMF to RAZORCAKE or its designee following FCC approval.

3. **Request for FCC Consent.** Not later than ten (10) business days after the execution of this Agreement, EMF and RAZORCAKE shall execute and file an application with the FCC (an “*Assignment Application*”) requesting consent to the assignment of K212FA to RAZORCAKE. To the extent necessary, the Parties shall also seek FCC approval for the Razorcake Actions (together, the approvals of the Assignment Application and the Razorcake Actions shall be referred to as the “*FCC Consents*”). EMF and RAZORCAKE shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consents without delay, and to promptly consummate this Agreement. Neither Party shall take any action adverse to this Agreement or the obtaining of the FCC Consents.

4. **Expenses.** Each party shall bear its own expenses in the negotiation of this Agreement. Other than the consideration set forth herein concerning the filing of the amendments to the Applications, neither party shall pay any consideration to the other.

5. **Closing Date; Closing Place.** The closing (the “*Closing*”) of the transaction described herein shall take place remotely by facsimile and email, or in such other manner and at such other place as the Parties may agree in writing. The Closing date shall be a date mutually agreed upon between the Parties, provided that such Closing date shall be no later than ten (10) days following the date on which each of the FCC Consents shall have become a Final Order (as hereinafter defined) and that the other conditions to closing set forth herein Section 9 have either been waived or satisfied (the “*Closing Date*”). The Closing shall be effective as of 12:00 am on the Closing Date. For purposes of this Agreement, the term “Final Order” means action by the FCC which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired.

6. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of the Parties hereunder is subject to the satisfaction or waiver of each of the following express conditions precedent:

(i) Each Party shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by the other Party prior to or as of the Closing Date;

(ii) The representations and warranties of the other Party set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consents shall have been granted by the FCC and become Final Orders;

(iv) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(vi) Each Party shall have delivered to the other, on the Closing Date, the documents required to be delivered pursuant to Section 7.

7. **Closing Deliveries.**

(a) At the Closing, RAZORCAKE will execute and deliver to EMF the following, each of which shall be in form and substance satisfactory to EMF and its counsel:

(i) An Assumption of the K212FA FCC authorizations, duly executed by RAZORCAKE;

(ii) An Assumption of the transmitter lease agreement, duly executed by RAZORCAKE or its responsible designee unless it has given EMF notice pursuant to Section 1 that it has decided to use a different transmitter site; and

(iii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as EMF shall reasonably request, each in form and substance satisfactory to EMF and its counsel.

(iv) Evidence of the filing with the FCC of dismissals of the Application and the surrender of the construction permit for the LPFM station.

(b) Prior to or at the Closing, EMF will execute and deliver to RAZORCAKE the following, each of which shall be in form and substance satisfactory to RAZORCAKE and its counsel:

(i) A Bill of Sale to transfer K212FA equipment, duly executed by EMF;

(ii) An Assignment and Assumption of the K212FA FCC authorizations, duly executed by EMF; and

(iii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as RAZORCAKE shall reasonably request, each in form and substance satisfactory to RAZORCAKE and its counsel.

8. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement

and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

9. **Notices.** All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested, postage prepaid and, pending the designation of another address, addressed as follows:

If to EMF:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Shaine Grieshaber, General Counsel

With copy to:

David D. Oxenford, Esq.
Wilkinson Barker Knauer, LLP
1800 M Street, N.W.
Suite 800N
Washington, D.C. 20036

If to RAZORCAKE:

Razorcake/Gorsky Press, Inc.
PO Box 42129
Los Angeles, CA 90042-0129

With copy to:

Michael Couzens, Esq.
6536 Telegraph Avenue, Suite B201
Oakland, CA 94609

10. **Entire Agreement.** Except as otherwise set forth herein, this Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by both Parties.

11. **Enforcement.** Should the Parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. The Parties recognize that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or

other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

12. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party may voluntarily assign this Agreement without the express written consent of the other Party. RAZORCAKE may assign its rights to acquire K212FA to a party qualified under FCC rules to be an FCC licensee provided that such assignment is made prior to the filing of the Assignment Application. Such assignment shall not relieve RAZORCAKE of its obligations under this Agreement including, without limitation, the Razorcake Actions.

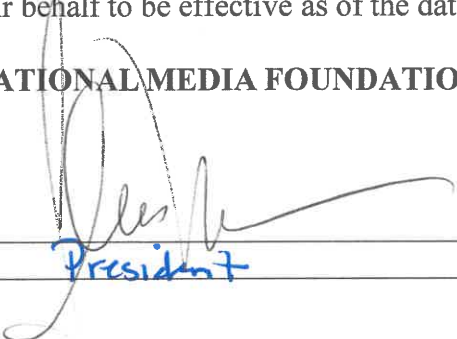
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without application of conflicts of laws principles. The Parties agree to accept the jurisdiction of the courts of the State of California for the resolution of any disputes under this Agreement.

14. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

15. **Counterparts.** This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by each of the Parties. The Agreement shall become binding upon the exchange of facsimile signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

EDUCATIONAL MEDIA FOUNDATION

By: 
Its: President

RAZORCAKE/GORSKY PRESS, INC.

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By: 
Its: EXECUTIVE DIRECTOR

SCHEDULE 2

Facility Equipment

<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Barcode</u>
RFHead (BUC)	JRC	NJT5037F180	C35462A84	1022093
Satellite Dish TX	Andrew	CA50-CP		
Antenna TX Coax	Andrew Scala Andrew	LDF4-50A (1/2" foam)	C35462A84	1022093

Primary Rack Equipment

<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Transmitter (Main)	Crown	FM150E	