

FM TRANSLATOR CP ASSIGNMENT AGREEMENT

THIS FM TRANSLATOR CP ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 21st day of January, 2016 by and between Covenant Network, a Missouri non-profit corporation ("CN" or "Seller"), and Davenport Educational Association, an Iowa non-profit corporation ("Buyer").

Recitals

WHEREAS, on May 10, 2013 CN was granted a construction permit, File No. BNFPT-20130328AUK (the "Permit") by the Federal Communications Commission ("FCC") for FM Translator Station K237FP, Davenport, Iowa, FCC Facility ID # 151982 (the "Station"), which bears a current expiration date of May 10, 2016; and

WHEREAS, Buyer is licensee of Low Power FM Station KTJT-LP, Davenport, Iowa, and it intends to use the Station to rebroadcast its signal in the Davenport area; and

WHEREAS, subject to prior approval of the FCC, which is an express condition precedent to all transactions contemplated by this Agreement, Buyer desires to acquire the construction permit for the Station from CN and to then construct and operate the Stations to serve the public interest, convenience and necessity; and

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Agreement

1. **SALE ASSET; PURCHASE PRICE.**

a. CN agrees to assign, convey and sell to Buyer all of its right, title and interest in and to the Permit for the Station.

b. The purchase price to be paid by Buyer to CN for the Permit being assigned, conveyed and sold hereunder shall be **TWENTY THOUSAND DOLLARS (\$20,000.00)**, payable as follows:

i. A down payment of **FIVE THOUSAND DOLLARS (\$5,000.00)** in lawful money of the United States of America, representing **TWENTY-FIVE PERCENT (25%)** of the total purchase price, delivered by wire transfer to the Dennis Kelly IOLTA Trust Account in PNC Bank, National Association, Washington, DC, at the signing of this agreement, which Seller will apply to the purchase price at Closing; and

ii. The remainder of the purchase price, **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** in lawful money of the United States of America shall be delivered by cashier's check or wire transfer at Closing. Closing shall take place no later than the fifth (5th) business day subsequent to FCC consent to the transactions contemplated herein becoming a "Final Order" (as

defined below). Buyer may choose to waive a Final Order and close upon the FCC staff's action granting the FCC Form 345 application described below.

2. **EXCLUSIVITY; FCC APPLICATION.** The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the construction permits for the Stations. CN will be responsible for publishing the public notice of the filing of the FCC Form 345 application required by Section 73.3580 of the FCC's Rules; Buyer will reimburse CN for the cost of said publication. CN and Buyer will work together to file in good faith the required FCC Form 345 application for FCC consent to the transactions contemplated by this Agreement as soon hereafter as is practicable. If an application filing fee is required, it will be paid by Buyer. Additionally, pursuant to Section 73.3517(a) of the FCC's Rules CN hereby grants written permission to Buyer to file an FCC Form 349 application to make one or more minor changes in the authorized technical facilities of the Station. On the same day that the Form 345 application is filed, Seller will add the Buyer's "federal registration number" (FRN), 0013-8923-44, to the FCC's records for Station K237FP through the so-called "FRN Manager" utility on the fcc.gov website. Buyer will be therefore solely be responsible for filing an application on FCC Form 349 prepared at its sole expense to

modify the Station's technical facilities. Buyer understands that this station must be constructed by May 10, 2016.

3. CN'S REPRESENTATIONS AND WARRANTIES. CN represents that it is the authorized legal holder of the Permit and that it validly exists and has not yet expired. There are no retransmission consent or other agreements entered into by CN which are inconsistent with this Agreement; in other words, subject to applicable FCC rules such as but not limited to 47 C.F.R. §74.1232, Buyer may use the Station to rebroadcast KTUT-LP immediately upon constructing the Station in the vicinity of Davenport, Iowa.

4. BUYER'S FCC QUALIFICATIONS. Buyer represents, warrants, and covenants to CN that it meets all FCC basic qualifications to hold the FCC Authorization which is the subject of this Agreement. Buyer is financially qualified to acquire, construct and operate each Station subject to this Agreement.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. Buyer's obligations to close hereunder are expressly conditioned upon the FCC or its staff acting pursuant to delegated authority grant the above-described FCC Form 345 application and that such action shall have become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order").

6. **RETRANSMISSION CONSENT.** Buyer hereby grants Seller express written "retransmission consent" pursuant to 47 U.S.C. §325(a) for Station K237FP to rebroadcast the signal of KTJT-LP.

7. **TRANSFER FEES AND TAXES.** Buyer shall be solely responsible for the FCC application filing fees as well as any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees that may be applicable to the transactions contemplated by this agreement.

8. **GOVERNING LAW AND VENUE.** This agreement is governed by the laws of the State of Missouri, and the venue for any dispute arising hereunder shall be the courts of St. Louis City, Missouri.

9. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or certified mail, postage and fees prepaid at the addresses listed below:

If to CN:

Mr. John Anthony Holman, President
Covenant Network
4424 Hampton Avenue
St. Louis, MO 63109

If to Buyer:

Mr. Brian Porter, President
Davenport Educational Association
~~240 East Rusholme~~ 2234 Warren Street
Davenport, IA 52803

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10. **MISCELLANEOUS.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess all requisite legal authority and mental capacity to sign this Agreement and to be bound by the terms thereof. Further, commencing on the date hereof the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC. This provision does not apply to the parties themselves and their employees, attorneys, accountants, brokers, agents and advisers.

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SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

COVENANT NETWORK

By: 
John Anthony Holman
President

DAVENPORT EDUCATIONAL ASSOCIATION

By: 
Brian Porter
President

23 January 2016