

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_ day of August, 2021 by and between **Remember Radio, LLC**, ("Buyer"), and **Blue Sky Media, LLC**, ("Seller").

WHEREAS, Seller currently holds a broadcast License ("License") issued by the Federal Communications Commission ("FCC" or "Commission") for Radio Station KALV (AM), Alva, Oklahoma (FAC# 43280) (the "Station");

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the License and associated AM broadcasting equipment; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transaction contemplated herein is required.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the Station, as follows:
  - (a) Purchase Price. The Purchase Price for the Station (License and AM Equipment) is **Thirty Thousand Dollars (\$30,000.00)** cash.
  - (b) Closing. Buyer will close the transaction within ten (10) business days of *initial* FCC approval (the "Closing Date").
2. Exclusivity and Confidentiality. The Parties agree that from the date hereof neither Party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Station. Further, 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.
3. FCC Qualifications. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Licensee and to hold the FCC authorizations which is the subject of this Agreement.
4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees, any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the Station. The Parties agree and understand that there are no brokers involved with this transaction.

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5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC one (1) year from the date written above, then Seller may, so long as it is not in material default, terminate this Agreement.
6. 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 is to be construed and enforced under the laws of Kansas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Kansas. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.
7. Conflict Waiver. The Parties have requested John C. Trent, Esquire to prepare and file all of the necessary documents with the FCC to transfer the Seller to Buyer. The Parties recognize that by doing that he will be working for each side. Notwithstanding that fact, the Parties agree that it is in their best interest to have Mr. Trent do this work and as such the Parties do hereby agree and waive any conflict-of-interest claim associated with Mr. Trent's work in this matter.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**SELLER:** **MM&K of Alva, Inc.**

By:   
Name: Steven J. Valencia  
Title: Partner

**BUYER:** **Remember Radio, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
BEN B. BUCKLAND  
SR. PARTNER

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**SELLER:**

**Blue Sky Media LLC, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**Remember Radio, LLC**

By: *Ben B. Buckland*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*BEN B. BUCKLAND*  
*SR PARTNER*

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**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_ day of August, 2021 by and between **Remember Radio, LLC**, ("Buyer"), and **MM&K of Alva, Inc.**, ("Seller").

WHEREAS, Seller currently holds a broadcast License ("License") issued by the Federal Communications Commission ("FCC" or "Commission") for Radio Station K258GZ (FX), Alva, Oklahoma (FAC# 203242) (the "Station") and rebroadcasts KALV (AM), Alva, Oklahoma (FAC# 43280);

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the License and associated translator broadcasting equipment; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transaction contemplated herein is required.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the Station, as follows:
  - (a) Purchase Price. The Purchase Price for the Station (License and AM Equipment) is **One Hundred Dollars (\$100.00)** cash.
  - (b) Closing. Buyer will close the transaction within ten (10) business days of *initial* FCC approval (the "Closing Date").
2. Exclusivity and Confidentiality. The Parties agree that from the date hereof neither Party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Station. Further, 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.
3. FCC Qualifications. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Licensee and to hold the FCC authorizations which is the subject of this Agreement.
4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees, any transfer fees, transfer taxes, or other taxes and assessments

5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC one (1) year from the date written above, then Seller may, so long as it is not in material default, terminate this Agreement.
  
6. 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 is to be construed and enforced under the laws of Kansas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Kansas. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.
  
7. Conflict Waiver. The Parties have requested John C. Trent, Esquire to prepare and file all of the necessary documents with the FCC to transfer the Seller to Buyer. The Parties recognize that by doing that he will be working for each side. Notwithstanding that fact, the Parties agree that it is in their best interest to have Mr. Trent do this work and as such the Parties do hereby agree and waive any conflict-of-interest claim associated with Mr. Trent's work in this matter.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**SELLER:**

**MM&K of Alva, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**Remember Radio, LLC**

By: *Ben B. Beckwith*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*BEN B. Beckwith*  
*Sr. PARTNER*