

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of the 13th day of September, 2012, by and between Jacobs Radio Programming and Vincent Shiflet. The parties hereto shall be known as the “Party” or the “Parties”.

### RECITALS

**WHEREAS, Jacobs Radio Programming** is the licensee of FM translator station K297BE, Kennewick, WA, Facility ID #156733 (the “Kennewick Translator”) transferring such license to Vincent Shiflet.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants, agreements, and undertakings herein, the Parties agree as follows:

### AGREEMENT

1. Assignment of the Kennewick Translator.
  - (a) Within three (3) calendar days of the consummation, Jacobs Radio Programming shall file with the FCC on FCC Form 345, an Assignment Application pertaining to the Kennewick Translator and requesting FCC authorization to an assignment of the Kennewick Translator to Vincent Shiflet (the “Kennewick Assignment”).
  - (b) FCC Application fees associated with the Kennewick Assignment shall be paid by Jacobs Radio Programming and any and all other fees to include legal, accounting, and/or finder’s fees shall be paid by the Party incurring such charges.
2. Closing. The mutual and concurrent Closing of the transactions contemplated by this Agreement shall occur at a time and place mutually satisfactory to the Parties, provided that as a Condition Precedent to either of the anticipated Closings, there shall have been granted FCC authorization to both assignments and the anticipated Closings shall occur simultaneously.
3. Exclusivity and Confidentiality. The Parties agree to keep confidential the terms and conditions of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
4. FCC Qualifications. The Parties represent, warrant, and covenant each to the other that they are qualified to be an FCC licensee and to hold the FCC

authorizations which are the subject of this Agreement. Agreement becomes null and void if either party involved are not approved for Assignment Application according to the FCC.

5. Time Is Of Essence. Time is strictly of the essence to each provision of this Agreement.
6. Miscellaneous.
  - (a) 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.
  - (b) This Agreement contains no tangible broadcast equipment or other services.
  - (c) This Agreement may be amended only in writing by an instrument duly executed by the Parties.
  - (d) This Agreement is to be construed and enforced under the laws of the state of Washington. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the state of Washington.
  - (e) This Agreement may be executed in counterparts.
  - (f) The Parties represent and warrant each to the other that all necessary actions to approve the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein have been taken, and this Agreement constitutes a valid and binding agreement of the Parties enforceable in accordance with its terms;
  - (g) The Parties represent and warrant each to the other that the terms and conditions of this Agreement are binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs, and successors in interest.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment Agreement on the day and year first above written.

Jacobs Radio Programming  
Jeffery Huffman

BY: \_\_\_\_\_  
Jeffery Huffman

Vincent Shiflet

BY: \_\_\_\_\_  
Vincent Shiflet