

Exhibit 1

FCC Form 316

Section 2 / Question #6 / Agreements for the Sale/Transfer of Station

Polnet Communications, Ltd., an Illinois corporation, wishes to assign all of its right, title, and interest in that certain Federal Communications Commission Digital Class A Broadcast Station License (FCC Registration #0005880075; Call Sign WPVN-CD; Facility ID Number 168237) to its wholly-owned subsidiary, WPVN Holdings, LLC, an Illinois limited liability company, as an initial contribution to capital, pursuant to that certain Assignment of Federal Communication Commission Digital Class A Broadcast Station License attached hereto as Exhibit A of this Exhibit 1.

Also attached is:

- Operating Agreement of WPVN Holdings, LLC (see Exhibit B).

Exhibit A
(Assignment)

**ASSIGNMENT OF
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL CLASS A BROADCAST STATION LICENSE**

This Assignment of Federal Communications Commission Digital Class A Broadcast Station License ("Assignment") is made and entered into as of March 17, 2015 and made effective on the Effective Date (define below) by and between Polnet Communications, Ltd., an Illinois corporation ("Polnet") and WPVN Holdings, LLC, an Illinois limited liability company ("WPVN Holdings").

1. Polnet is the current owner of that certain Federal Communications Commission Digital Class A Broadcast Station License (FCC Registration #0005880075; Call Sign WPVN-CD; Facility ID Number 168237) as set forth in the attached Schedule 1 ("License").
2. WPVN Holdings is a wholly-owned subsidiary of Polnet and Polnet desires to transfer all of its right, title and interest in the License to WPVN Holdings.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Polnet and WPVN Holdings agree as follows:

1. Assignment by Polnet. Effective forty eight (48) hours after receipt by Polnet of a final order approving its Application for Consent to Assign Broadcast Station Construction Permit or License or Transfer of Control Entity Holding Broadcast Station Construction Permit or License (FCC Form 316) ("Effective Date"), Polnet hereby assigns and transfers to WPVN Holdings and its successors and assigns, all of Polnet's entire right, title and interest in and to the License.
2. Acceptance of Assignment. WPVN Holdings hereby accepts the foregoing assignment of the License as of the Effective Date and assumes and agrees to keep, perform, and fulfill all of the duties, covenants, conditions, and obligations of Polnet under the License with respect to any event, fact, or circumstance which first occurs on or after the Effective Date.
3. Binding Effect. This Assignment is binding upon Polnet and shall inure to the benefit of WPVN Holdings and its successors and assigns.
4. Further Assurances. Polnet shall execute, acknowledge and deliver to WPVN Holdings all documents, and shall take all actions, required by WPVN Holdings from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purpose of this Assignment.
5. Governing Law. This Assignment shall be governed by and interpreted in accordance

with the laws of the State of Illinois, without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

Schedule 1

**Federal Communications Commission
Digital Class A Broadcast License**



United States of America
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL CLASS A
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

POLNET COMMUNICATIONS, LTD.
3656 WEST BELMONT AVENUE
CHICAGO IL 60618

Hossein Hashemzadeh
Deputy Chief
Video Division
Media Bureau

Facility Id: 168237

Grant Date: February 06, 2013

This license expires 3:00 a.m.
local time, December 01, 2013.

Call Sign: WPVN-CD

License File Number: BLDTA-20130204ABC

This license covers permit no.: BPDTL-20110809AAM

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 506 of the Communications Act of 1934.

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Callsign: WPVN-CD

License No.: BLDTA-20130204ABC

Name of Licensee: POLNET COMMUNICATIONS, LTD.

Station Location: IL-CHICAGO

Frequency (MHz): 506 - 512

Channel: 20

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: DIE TLP8-E

Major lobe directions
(degrees true): 270

Beam Tilt: 1 Degrees

Antenna Coordinates: North Latitude: 41 deg 53 min 21 sec

West Longitude: 87 deg 37 min 36 sec

Maximum Effective Radiated Power (ERP): 15 kW

Transmitter Output Power: 0.64 kW

Height of radiation center above ground: 390.4 Meters

Height of radiation center above mean sea level: 572.7 Meters

Antenna structure registration number: 1279395

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Out-of-Channel Emission mask: Stringent

*** END OF AUTHORIZATION ***

Exhibit B

(Operating Agreement)

**OPERATING AGREEMENT
OF
WPVN HOLDINGS, LLC**

THIS OPERATING AGREEMENT OF WPVN HOLDINGS, LLC ("Agreement") is made and entered into as of March 17, 2015, by Polnet Communications, Ltd., an Illinois corporation, its sole member ("Polnet Communications").

RECITALS

A. WPVN Holdings, LLC ("Company") was formed as an Illinois limited liability company on March 17, 2015, by the filing of Articles of Organization with the Secretary of State of the State of Illinois.

B. Polnet Communications desires to provide for certain agreements governing the business and affairs of the Company.

AGREEMENTS

1. *Name.* The name of the Company is "WPVN Holdings, LLC"; provided that the Manager may, from time to time, change the name of the Company to any name permitted by the Illinois Limited Liability Company Act (Act), 805 ILCS 180/1-1, *et seq.*, as the Act may be amended from time to time.
2. *Registered Office and Registered Agent.* The Company's registered office in the State of Illinois is 55 W. Monroe St., Ste. 1200, Chicago, Illinois 60603. The name of the Company's registered agent at such address is Lauane C. Addis. The Manager may, from time to time, change the registered office and the registered agent of the Company.
3. *Term.* The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Agreement.
4. *Business of the Company.* The business of the Company shall be to engage in any lawful businesses and activities for which limited liability companies may be organized under the Act.
5. *Ownership and Distributions.* As of the date hereof, Polnet Communications shall own all of the limited liability company interests in the Company. All distributions will be made to Polnet Communications as determined in the Manager's discretion. No owner shall be admitted as a Member of the Company without the express written consent of the Manager.
6. *Manager-Managed.* The business and affairs of the Company shall be managed exclusively by the Manager and by such officers of the Company, if any, as may be appointed from time to time by the Manager pursuant to Paragraph 8 of this Agreement. Except when the approval of the Members is expressly required by non-waivable provisions of the Act, the Manager shall have full and complete authority, power, and

discretion to direct, manage, and control the business, affairs, and properties of the Company. Walter Kotaba shall be the Manager.

7. *Powers and Authority of the Manager.* Without limiting the generality of Paragraph 6, all decisions relating to the management and control of the conduct of the business of the Company and its affairs shall be made by the Manager, including, but not limited to, decisions relating to any of the following: (a) the selection of representatives of the Company to serve on the management, supervisory, or other governing boards or bodies of any company or other organization in which the Company owns an interest; (b) the hiring and termination of employees of the Company; (c) distributions to the Members; (d) the opening of bank accounts, the making of loans to any third party, the incurrence or refinancing of indebtedness of the Company, and the encumbering of Company property; (e) the selection of attorneys, accountants, appraisers, and agents; and (f) the entry into or performance of, on behalf of the Company, all other contracts, agreements, and other undertakings and the taking of any other action as may be necessary or advisable in the judgment of the Manager or incident to carrying out the business of the Company. Any contract, agreement, instrument, or other document to which the Company is a party and that is duly authorized by the Manager may be signed by the Manager or an authorized officer of the Company, and no other signatures shall be required.

8. *Officers.* The Manager may appoint such officers and agents as he shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

9. *Indemnification.* The Company (to the extent of all of its assets and without any obligation on the part of the Member to contribute funds to the Company, but subject to any lien or security interests held by any person) shall indemnify and hold harmless the Manager and the Member from any loss or damage incurred by it by reason of any act performed by it for and on behalf of the Company and in furtherance of the Company's interest, provided such act or acts were done in good faith and without malfeasance, gross negligence, or willful misconduct on the part of the Manager or Member. Except as otherwise expressly and specifically provided herein, a Member shall have no obligation or liability to any other Member, if any, or, except as otherwise expressly provided by the Act, to any other person or entity, in such Member's capacity as a Member.

10. *Dissolution.* The Company shall be dissolved upon the occurrence of either of the following events: (a) the written agreement of the Member; or (b) the sale or other disposition of substantially all of the assets of the Company.

11. *Inconsistencies.* In the event of any inconsistency between this Agreement and the Act, to the extent permitted by applicable law, the terms of this Agreement shall govern.

12. *Applications of Illinois Law.* This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois.

13. *Amendments.* This Agreement may not be amended except in writing by the Manager.

14. *Heirs, Successors, and Assigns.* This Agreement shall be binding on and inure to the benefit of the Member, and its heirs, legal representatives, successors, and assigns.

15. *Creditors.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

MEMBER:

Walter Kotaba
Polnet Communications, Ltd., an Illinois corporation

By: Walter Kotaba
Name: Walter Kotaba
Its: President

Manager Acknowledgement:

By: Walter Kotaba
Walter Kotaba