

ASSIGNMENT AGREEMENT

TALKING INFORMATION CENTER, INC. (*TIC*), the licensee of Low Power FM Station WRRS-LP, which serves the community of Pittsfield, Massachusetts, on Channel 282, 104.3 MHz, FCC Facility ID No. 133782 (the *Station*), and the BERKSHIRE BENEVOLENT ASSOCIATION FOR THE BLIND, INC. (*BBAB*), each a *Party*, and collectively, the *Parties*, hereby enter into this Assignment Agreement (this *Agreement*), as of the Fourth day of May, 2011.

1. **Items to be Assigned.** Upon satisfaction of the conditions precedent set forth in this Agreement, TIC hereby agrees to assign and convey to BBAB, all of TIC's right, title, and interest in:

1.1. the authorizations relating to the Station and issued by the Federal Communications Commission (the *FCC*), listed in Schedule A to this Agreement;

1.2. the broadcasting equipment that appears in Schedule B to this Agreement (the *Tangible Assets*);

1.3. the contract and intangibles that appear in Schedule C to this Agreement.

At the consummation of the transaction that this Agreement contemplates (the *Closing*), BBAB hereby agrees to accept an assignment of the assets specified in this Agreement (the *Assignment*) upon the satisfaction of all of the conditions precedent contained in this Agreement.

2. **Consideration.** Consideration for the contemplated Assignment will be BBAB's assumption of the post-Closing obligations associated with the ownership and operation Station, and the promises and representations that the Parties make in this Agreement. There will be no monetary payment to TIC by BBAB under this Agreement, or otherwise, in connection with the contemplated Assignment of the Station.

3. **Required Consents.** The Assignment will not occur until after:

3.1. the FCC has granted its consent to the Assignment, and

3.2. unless the Parties otherwise and in writing agree, the grant of the FCC's consent has become a Final Order, meaning an order of the FCC or of the FCC staff that is beyond administrative or judicial reconsideration and review;

3.3. the Parties have obtained the written consent of the Pittsfield Public School Committee to the assignment of the Station's transmitter-site lease.

4. **Application for FCC Consent.** The Parties will promptly file an FCC Form 314 application for the consent of the FCC to the contemplated Assignment (the *Assignment Application*). The Parties will diligently prosecute the Assignment Application until the grant of the same becomes a Final Order.

5. **Manner of Closing.** The Parties will accomplish the Closing by exchanging executed counterparts of:

5.1. an Assignment and Assumption of FCC Authorizations;

5.2. a Bill of Sale conveying good and marketable title to the Tangible Assets; and

5.3. an Assignment and Assumption of Contract and Intangible Assets,

all to be effective as of a mutually agreeable date after the grant of the FCC's consent to the Assignment has become a Final Order (the *Closing Date*). The exchange of executed counterparts of Closing documents will be via telecopier or email attachments, with originals to follow via regular mail.

6. **Unwind.** If the Parties elect to close after the FCC grants its consent but before that grant has become a Final Order, the Closing documents will include either a suitable Unwind Agreement or suitable rescission language incorporated into the various closing documents.

7. Assumption of Post-Closing Obligations; Indemnification.

7.1. BBAB promises to assume all obligations associated with the continued operation of the Station arising on and after the Closing Date.

7.2. BBAB promises to assume all obligations associated with the continued operation of the Station arising on and after the Closing Date.

7.3. BBAB promises to hold TIC harmless with respect to all such assumed obligations accruing on and after the Closing Date.

7.4. BBAB will not be obliged to assume any obligations arising or associated with the operation of the Station prior to the Closing Date.

7.5. BBAB will not be obliged to hold TIC harmless with respect to any obligations that BBAB is not assuming under this Agreement.

8. **Construction.** This Agreement will be construed in accordance with the laws of the State of Massachusetts, the Communications Act of 1934, as amended (the Act), and the Rules and Regulations of the FCC (the *Rules*), and the duly promulgated policies of the FCC (collectively, the *Laws*).

9. Operation of the Station.

9.1. Prior to the Closing Date, operation of the Station will be TIC's sole responsibility, and TIC promises to operate the Station in the public interest and in compliance with the Laws, exercising its own discretion as licensee.

9.2. As of and after the Closing Date, operation of the Station will be BBAB's sole responsibility. BBAB states its intent to operate the Station from the Closing Date onward in the public interest and in compliance with the Laws.

10. Warrantees and Representations.

10.1. Each of the Parties represents and warrants to the other as follows:

10.1.1. **Corporate Status.** The representing Party is a non-profit corporation organized and existing and in good standing under the laws of the Commonwealth of Massachusetts.

10.1.2. **Corporate Authority.** The representing Party has full legal authority and all necessary corporate approvals for the execution, delivery and performance of this Agreement.

10.1.3. **Binding Agreement.** This Agreement is a lawful contract, enforceable in accordance with its terms, and a binding undertaking of the representing Party.

10.1.4. **Absence of Facts.**

10.1.4.1. There are no facts that would disqualify the representing Party from securing the FCC's consent to the contemplated Assignment or from completing the contemplated Assignment.

10.1.4.2. There are no facts that would give rise to a substantial and material question of fact as to whether either Party is qualified to hold the license issued by the FCC for the Station.

10.2. **Tangible Assets.**

10.2.1. With respect to the Tangible Assets, TIC represents and warrants as follows.

10.2.1.1. Schedule B lists all of the Tangible Assets owned by TIC that TIC will assign to BBAB pursuant to this Agreement.

10.2.1.2. TIC has good and marketable title to the Tangible Assets.

10.2.1.3. At the Closing, TIC will convey to BBAB good and marketable title to the Tangible Assets, free and clear of all liens and encumbrances.

10.2.1.4. BBAB will have a reasonable opportunity to inspect the Tangible Assets prior to the Closing.

10.2.1.5. TIC makes no warranties or representations, either expressed or implied, as to the condition of any of the Tangible Assets.

10.2.1.6. TIC is assigning each of the Tangible Assets *as is, where is*.

10.2.2. With respect to the Tangible Assets, BBAB agrees to accept each of the Tangible Assets *as is, where is*.

11. **Survival.** TIC's covenants, representations, and warranties set forth in this Agreement will survive the Closing for a period of twelve months. BBAB's covenants, representations, and

warranties set forth in this Agreement will survive the Closing and will last until the end of the current term of the transmitter site lease with the Pittsfield Public School Committee.

12. **Notice.** Any notice under this Agreement will be in writing and will be given by United States Postal Service, first class mail, or by other delivery service, addressed as follows:

If to TIC:	If to BBAB:
Mr. Ron Bersani, Executive Director Talking Information Network, Inc. 130 Enterprise Drive, P.O. Box 519 Marshfield, Massachusetts 02050 Telephone: 1.781.834.4400 or via Telecopier to: 1.781.834.7716	Nelson E. Furlano, Treasurer Berkshire Benevolent Association for the Blind 386 South Street, P.O. Box 778 Pittsfield, Massachusetts 01201 Telephone: 1.413.449.0207 or via Telecopier to: 1.413.443.3823

The effective date of any such notice will be the day of delivery. Either Party may change its address for the purpose of notice by giving notice of the change in accordance with the provisions of this Section.

13. **Section Headings.** Headings in this Agreement are for convenient reference only, do not form a part of this Agreement, and do not in any way modify or construe the Parties' intentions.

14. **Termination.** Either of the Parties may terminate this Agreement without penalty:

14.1. upon notice to the other Party; or

14.2. if the FCC designates the application for hearing; or

14.3. if the FCC has not granted the Assignment Application within four months of the date of this Agreement, or if the grant of that application does not become a Final Order within six months of the date of this Agreement.

15. **Expenses.** TIC will bear the expenses of the preparation of this Agreement, of the Closing Documents, and of the Assignment Application.

16. **Covenant of Further Assurance.** The Parties will execute such other documents as may be reasonably necessary to implement and consummate this Agreement and to the grant by the FCC of the Assignment Application to be filed consistent with this Agreement.

17. **Amendment and Waiver.** Any change to, or termination of, or waiver of compliance with respect to any provision or condition this Agreement must be in writing and must be signed by both of the Parties.

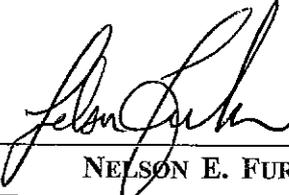
18. **Effect of this Agreement.** This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied in this Agreement. Neither Party will be bound by or be liable for any alleged representation, promise, inducement or statement or intention not embodied in this Agreement.

19. **Assignment.** All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding, any assignment of rights and obligations under this Agreement requires the prior written consent of the non-assigning Party.

20. **Savings.** If the FCC or any court of competent jurisdiction deems any of the terms of this Agreement to offend any of the Laws, then the offensive term will be stricken from this Agreement, and the remainder of this Agreement will be construed so as to achieve the original intent of the Parties to the greatest extent that the circumstances permit.

21. **Counterparts.** The Parties may sign this Agreement in counterparts with the same effect as if all of the signatures on each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

THE ASSIGNOR	THE ASSIGNEE
TALKING INFORMATION CENTER, INC. BY <u></u> RON BERSANI ITS EXECUTIVE DIRECTOR	BERKSHIRE BENEVOLENT ASSOCIATION FOR THE BLIND, INC. BY <u></u> NELSON E. FURLANO ITS TREASURER

Assignment Agreement
Radio Station WRRS-LP,
Pittsfield, Massachusetts
May 4, 2011

SCHEDULE A
FCC AUTHORIZATIONS

FCC File No. BLL-20050207AEA,
as renewed by BRL 20051103ACK
(Copies Follow)



United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER FM STATION LICENSE

Authorizing Official:

Official Mailing Address:

TALKING INFORMATION CENTER, INC.
P.O. BOX 579
MARSHFIELD MA 02050

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 133782

Call Sign: WRRS-LP

License File Number: BLL-20050207AEA

Grant Date: June 15, 2005

This license expires 3:00 a.m.
local time, April 01, 2006.

This license covers permit no.: BMPL-20040806AAT

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 606 of the Communications Act of 1934.

Name of Licensee: TALKING INFORMATION CENTER, INC.

Station Location: MA-PITTSFIELD

Frequency (MHz): 104.3

Channel: 282

Class: LP100

Hours of Operation: Unlimited

Transmitter: Type Certified. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 0.114 kW

Antenna type: Non-Directional

Description: ARM FM 707-2

Antenna Coordinates: North Latitude: 42 deg 27 min 34 sec
West Longitude: 73 deg 16 min 31 sec

Effective radiated power (Watts): 100

Height of radiation center above ground (Meters): 30

Height of radiation center above mean sea level (Meters): 368

Height of radiation center above average terrain (Meters): 14

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 40 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRL-20051103ACK, WAS GRANTED ON 03/24/2006 FOR A TERM EXPIRING ON 04/01/2014.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WRRS-LP.

FACILITY ID: 133782

LOCATION: PITTSFIELD, MA

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

TALKING INFORMATION CENTER, INC.
P.O. BOX 579
MARSHFIELD, MA 02050

Assignment Agreement
Radio Station WRRS-LP,
Pittsfield, Massachusetts
May 4, 2011

SCHEDULE B
TANGIBLE ASSETS

ONE EACH OF THE FOLLOWING:

ITEM
Armstrong Model FMX-150 FM Transmitter
Armstrong Model FMA-707 Two-Bay Antenna
German Redlich EAS Encoder/Decoder
Sine Systems Remote Control Relay Panel
Ashly Limiter/Compressor

Assignment Agreement
Radio Station WRRS-LP,
Pittsfield, Massachusetts
May 4, 2011

SCHEDULE C
CONTRACT TO BE ASSUMED, AND INTANGIBLE ASSETS

Transmitter Site Lease with the Pittsfield Public School Committee
The Right to Use the Call Letters "WRRS-LP"