

Agreement for Transfer of Translators

This Agreement for Transfer of Translators, dated as of June 3, 2013, is made by and between South Sound Broadcasting L.L.C. ("South Sound") and Sunnylands Broadcasting L.L.C. ("Sunnylands").

Recitals:

A. South Sound has applications with the Federal Communications Commission (the "FCC") for four new translators (any of them, a "Translator", and, collectively, the "Translators"), identified as follows: Tumwater 95.3, Centralia 98.5, Sumner 102.1, and Independence 106.5.

B. There presently are signal overlap technical conflicts that the FCC has not or cannot resolve, but instead effective January 1, 2013, the FCC has issued a series of rules intended to permit the applicants and the signal owners for which there are conflicts to resolve them voluntarily, to be accomplished by July 22, 2013, and failing that, the Translators will go to an FCC-conducted auction.

C. South Sound has commenced some limited initial activity to resolve the technical conflicts involving the Translators, but has determined that it no longer has an interest in the Translators and is willing to transfer them to Sunnylands, assuming the technical conflicts are resolved, voluntarily or otherwise, and after the FCC issues construction permits for them, and Sunnylands is willing to proceed, all as more particularly set forth in this Agreement.

Agreement:

1. Sunnylands agrees to proceed in its discretion and at its cost and expense to explore and implement voluntary resolutions to the technical conflicts involving each of the Translators and potentially to bid at any FCC-conducted auctions for any of the Translators for which there had been no voluntary resolution.

2. Sunnylands shall have full discretion in determining to proceed with any such resolution, including the manner of eliminating the technical conflict, the amount that it might need to pay or other cost that it may incur, and any other terms and conditions that it may need to accept as part of any voluntarily resolution, as well as in determining any amount that it might bid, or even whether it might bid, for any of the Translators that may go to auction.

3. For those Translators for which it resolves the technical conflicts, voluntarily or otherwise, Sunnylands agrees in its discretion and at its cost and expense to do such things as may be necessary or appropriate to obtain the respective Construction Permits.

4. Once the FCC issues a Construction Permit for a Translator, South Sound agrees to transfer ownership of that Translator to Sunnylands. At that time, Sunnylands agrees to reimburse South Sound for the costs and expenses it has incurred during the period on or after

January 1, 2013, in seeking to resolve the technical conflicts with respect to that Translator. South Sound agrees to provide an itemization of such costs and expenses, and if they relate to two or more of the Translators, they will be prorated. The transfers from South Sound shall be free of all claims, liens, or like matters, but shall be subject to obtaining any consent that may be required from the FCC.

5. In the event Sunnylands in its discretion abandons pursuit of the resolution of the technical conflicts with respect to any of the Translators, it shall absorb the costs and expenses that it has incurred with respect to that Translator and not seek reimbursement from South Sound. If those costs and expenses relate to two or more of the Translators, those to be absorbed will be prorated. Further, with respect to that Translator, Sunnylands will still reimburse South Sound for any costs and expenses it initially incurred in seeking a resolution of those technical conflicts, but South Sound will have no claim against Sunnylands for its abandonment of seeking a resolution. Sunnylands will give South Sound notice of its decision to abandon resolution of technical conflicts and will reimburse South Sound for its initially incurred costs and expenses within 30 days after receiving an itemization of them from South Sound.

6. The parties agree to cooperate with each other and to do such things that may be necessary or appropriate to accomplish the objectives of this Agreement.

7. In the event of any litigation, arbitration, or other proceeding between the parties arising out of, or related to, this Agreement, the party most prevailing shall be entitled, in addition to any other remedy or relief, to an award of its costs and expenses, including reasonable attorneys' fees, including any incurred on appeal.

8. All notices and other communications in connection with this Agreement shall be in writing (which shall include notice by facsimile transmission if the sender's facsimile equipment reports the transmission was successfully completed) directed to the party at the address set forth below, or to such other address as that party may from time to time establish by giving notice as provided herein:

If to South Sound: South Sound Broadcasting L.L.C.
Attn: Edward T. Hardy
9444 Avalon Drive
Brentwood, TN 37027
Fax: 615.____.____

If to Sunnylands: Sunnylands Broadcasting L.L.C.
Attn: Gregory J. Smith
P. O. Box 53248
Bellevue, WA 98015
Fax: 425.671.0888

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when

one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

10. Facsimile transmission of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the other will confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

“South Sound”:

“Sunnylands”:

SOUTH SOUND BROADCASTING L.L.C.

SUNNYLANDS BROADCASTING
L.L.C.

By: _____
Edward T. Hardy, Manager

By: _____
Gregory J. Smith, Manager