

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of the **5th** day of August, 2015 by and between WADO-AM License Corp. of New York, NY ("Assignor") and Dennis Jackson of Wilton, Connecticut ("Assignee.")

### **Recitals**

WHEREAS, Assignor is FCC licensee of FM translator station W276AV licensed by the FCC at Stamford, Connecticut; FCC Facility ID 24109 (the "Translator"); and

WHEREAS, Assignee wishes to acquire said facility; and

WHEREAS, prior FCC approval is required for the transactions contemplated hereunder.

### **Agreement**

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:

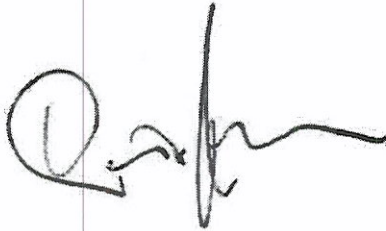
1. **Assignment.** Subject to the conditions contained herein, Assignor agrees to assign and Assignee agrees to purchase the Translator and equipment listed in Schedule 1 hereto.
2. **Purchase Price.** The purchase price for the Translator shall be Seventy Five Thousand Dollars and No Cents (\$75,000.00) payable in full at closing.
3. **FCC Applications** Within ten (10) days after the execution of this Agreement, the parties shall jointly file an application for assignment of the Translator license with the FCC ("Assignment Application.").
4. **Closing.** Within ten (10) days after Final Order of FCC approval of the Assignment Application, Assignee shall pay the purchase price to Assignor in full, and Assignor shall provide Assignee an instrument of conveyance suitable to Assignee for the Translator FCC license and equipment listed in Schedule 1. Final Order shall mean an FCC grant which is no longer subject to reconsideration, review or appeal, including reconsideration or review by the FCC on its own motion.
5. **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 Translator license or equipment, provided that Assignor may transfer control over the Translator pursuant to a public offering of its parent company and amend the Assignment Application accordingly if that application has not yet been granted. 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.

6. FCC Qualifications. Assignee represents and warrants that it is qualified to be an FCC licensee and to hold the FCC authorization which is the subject of this Agreement. Assignor represents that it has full authority to assign the FCC license for the Translator and convey the equipment listed in Schedule 1.
7. 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 in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement shall be construed and enforced under the laws of the State of Connecticut. Venue for any action brought to enforce this Agreement is in the federal or state courts located in the State of Connecticut. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received legal authority to sign this Agreement and to legally bind their respective corporations and/or entities to perform all of the terms hereof. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement, including but not limited to their respective attorneys' fees, except that the FCC filing fee associated with the FCC Application shall be paid by Assignee.
8. Indemnification. From and after closing, each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party (the "Indemnified Party") from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses, incurred by the Indemnified Party arising out of or resulting from: (i) any breach or default by the Indemnifying Party under this Agreement or (ii) the business or operation of the Station by that party (i.e., by Assignor prior to the closing and by the Assignee after the closing).

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.

ASSIGNEE:

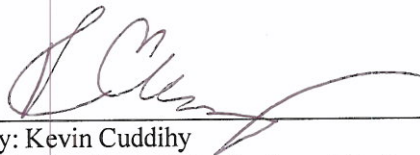
Dennis Jackson  
19 Boas Lane.  
Wilton, Connecticut 06897-1301  
Phone (203) 762-9425  
wwdj@optimum.net

A handwritten signature in black ink, appearing to be 'D. Jackson', written over a horizontal line.

Dennis Jackson

ASSIGNOR:

WADO-AM License Corp.  
605 Third Avenue, 12th Floor  
New York, NY 10158  
Phone: (212) 455-5371

A handwritten signature in black ink, appearing to be 'Kevin Cuddihy', written over a horizontal line.

By: Kevin Cuddihy  
Title: President, Univision Local Media

## **SCHEDULE 1**

### **Translator License and equipment to be conveyed.**

1. FCC license and all other authorizations for FM Translator W276AV at Stamford, Connecticut; FCC Facility ID 24109
2. BEXT Model TEX-20 Exciter
3. Single Bay rototiller antenna in place
4. Transmission Line Approximately 80 ft of 7/8" transmission line in place
5. BEXT Model 210 FM receiver
6. Moseley Model TFL-280 Broadcast Limiter