

## ASSIGNMENT AGREEMENT

**This Assignment Agreement** (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of January, 2016 by and between **TBLC MEDIA, LLC, a Tennessee limited liability company** ("Buyer") and American Family Association, a Mississippi non-profit corporation ("AFA"), and

### Recitals

WHEREAS AFA has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the application for the FM translator station as indicated on the attached Addendum "A", which application has been granted a Construction Permit ("CP") by the FCC:

WHEREAS, Buyer would like to obtain the AFA CP; and

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

### 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. The Assignment. Subject to the conditions contained herein, AFA agrees to assign and Buyer agrees to acquire the CP for the FM Translator station as indicated on the attached Addendum "A", as follows:
  - (a) Purchase Price. The Purchase Price for the CP shall be as indicated on the attached Addendum "A" payable in immediately available funds.
  - (b) Deposit. Concurrently with the execution hereof Buyer has paid to AFA a deposit in the amount as indicated on the attached Addendum "A"; non-refundable unless AFA breaches any of its obligations hereunder or the FCC fails to grant consent to the assignment application for the CP by September 1, 2016.
  - (c) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
  - (d) Closing. Buyer shall pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as indicated in Addendum "A" within ten (10) days after FCC approval of the Assignment Application referenced below, whereupon, AFA upon Buyer's

satisfaction of its financial obligation to AFA, will provide Buyer instruments of conveyance satisfactory to Buyer conveying the CP to Buyer, including but not limited to assignments of FCC licenses and permits, assignments of intangible rights, and any other required documentation.

2. 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 CP. 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.
3. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement. Seller represents and warrants that the CP is valid, and that Seller knows of no reason that the CP cannot be conveyed to Buyer.
4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, engineering fees or FCC fees associated with the purchase of the CP. Seller shall compensate Robert Branch as Broker for this transaction pursuant to a separate agreement.
5. 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 it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Tennessee. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Tennessee. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.
6. CP Modification. Seller agrees to cooperate with Buyer in the filing of a minor change Contingent Modification Application for the CP in the upcoming Special Filing Window that opens on January 29, 2016 by associating the Buyer's FRN number with the CP and providing the consent described below. Buyer shall bear the costs and expenses it incurs with regard to the preparation, filing and prosecution of any such application. Seller shall provide the required written consent for the filing of said application in the form supplied herewith as Addendum B, which will be an exhibit to the modification application. The parties agree that the FCC's

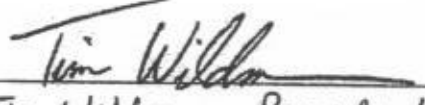
approval of the Contingent Modification Application is not a required prerequisite for Buyer proceeding to Closing. The FCC's processing, approval or denial of the Contingent Modification Application shall have no bearing on the sale and purchase obligations embodied in this Agreement. Closing shall be contingent upon the grant of the Assignment Application by the FCC and the acceptance for filing of the Contingent Modification Application.

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.

**TBLC Charlotte Stations, LLC**  
4601 Nolensville Road  
Nashville, TN 37211

By:   
Mark Janbakhsh, Manager

**American Family Association**  
PO Box 2440  
Tupelo, MS 38801

By:   
Tim Wildmon, President


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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.

**TBLC Media, LLC**  
4601 Nolensville Road  
Nashville, TN 37211

By: \_\_\_\_\_  
Mark Janbakhsh, Manager

**American Family Association**  
PO Box 2440  
Tupelo, MS 38801

By:  \_\_\_\_\_  
Tim Wildmon, President

**ADDENDUM A**

**Authorizations**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>License Status</b>
Coldwater, MS (FIN: 141723)	\$65,000	\$5,000	\$60,000	Construction Permit
W300CH				BNPFT-20130325ALF



**TIMOTHY B. WILDMON**, *President*

P.O. Drawer 2440 • Tupelo, MS 38803

Tel: 662-844-5036 • Fax: 662-821-2044

E-mail: [twildmon@afa.net](mailto:twildmon@afa.net)

January 14, 2015

Mark Janbakhsh  
TBLC Media, LLC  
4601 Nolensville Road  
Nashville, TN 37211


Dear Mark:

This letter of consent is being provided by American Family Association to you pursuant to Section 73.3517(a) of the rules of the Federal Communications Commission ("FCC") with regard to the proposed contingent modification application for FM Translator Permit W300CH at Coldwater, MS.

American Family Association proposes to assign the W300CH License to you. As part of the FCC assignment process, you wish to modify the W300CH License. This consent letter is provided by American Family Association to allow the filing of the W300CH modification application by TBLC Media, LLC in the upcoming Special Filing Window commencing January 29, 2016 in association with the FCC assignment application.

The foregoing statements are true, and are made under the penalty of perjury.

Sincerely,

  
Tim Wildmon, President