

TRANSFER AGREEMENT

This Transfer Agreement (this “Agreement”) is made by and between The Neighborhood Network (“TNN”), an Ohio 501(c)(3) nonprofit organization, and Pri-Value Foundation (“Pri-Value”), an Ohio 501(c)(3) nonprofit organization, for transfer of a Low Power FM (LPFM) license from TNN to Pri-Value.

The parties hereby agree as follows:

Article I = Purchase Price and Transfer

The “Purchase Price” shall be \$1.00

1. Transfer Application. Within 7 days of execution of this Agreement, TNN will file the necessary forms with the FCC to apply for approval to transfer the license.

2. The Closing. The transfer of the license will take place at a location and time to which the parties agree. Contingent upon the approval of the transfer of the license by the FCC from TNN to Pri-Value, the closing date shall be within 7 days after the date of the approval. Pri-Value shall pay the Purchase Price to TNN on the closing date. Immediately after the closing, TNN will file the FCC’s online Consummation Notice, thus formally completing the license transfer legal requirements.

3. Purchase/Transfer. Upon transfer of the license, TNN assigns ultimate control over and use of the 102.1 timeshared frequency (3PM-3AM, daily) at the tower location specified in TNN’s original license. If Pri-Value wishes to move to another tower location, they would be responsible for submitting the appropriate application to the FCC to do this (no fee required by the FCC). However, an engineering exhibit would likely be required as part of the application, and Pri-Value would be responsible for any 3rd party engineering fees.

At TNN’s discretion, after the legal transfer is completed, TNN expects to transfer some transmission equipment to Pri-Value. This equipment would include items that are not needed by TNN at their new transmission location (FCC Construction Permit 20131114BEZ). The equipment could include up to 250 ft. of coax transmission cable currently on the tower (if cost-effective to remove the coax), Polyphaser lightning arrestor, Linux computer that receives the studio audio stream over the internet, and associated computer and audio cables.

Article II – Terminating or Amending the Agreement

1. Termination. This Agreement will terminate if the FCC disallows the transfer of TNN’s license to Pri-Value. Additionally, either party (TNN or Pri-Value) may voluntarily terminate this Agreement prior to the FCC ruling. Either party may also terminate this Agreement after the FCC ruling as long as the termination is before the FCC-required Consummation Notice is filed, indicating that the transfer has been formally completed by both parties.

2. Amendment. This Agreement may be amended upon the written consent of both TNN and Pri-Value.

Article III – Miscellaneous

1. Binding Effect. This Agreement is binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.

2. Public Inspection. This written contract, constituting the complete and final agreement for transfer of the station, shall be placed on file and held open to public inspection.

3. Governing Law. This Agreement will be governed by and construed according to the laws of the State of Ohio.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5. Effectiveness. This contingent transfer Agreement shall become effective when signed by TNN and Pri-Value.

The Neighborhood Network

By: 

Printed Name: Robert Ebright

Title: Board Chair

Date: 8/16/16

Pri-Value Foundation

By: ernest opuni

Printed Name: ERNEST M. OPUNI

Title: PRESIDENT

Date: 08/16/2016