

## **FM TRANSLATOR CP ASSIGNMENT AGREEMENT**

**THIS FM TRANSLATOR CP ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of the 25<sup>th</sup> day of January, 2016 by and between Friends of Christian Radio, Inc., an Indiana non-profit corporation ("FCR" or "Seller"), and Living Bread Radio, Inc., an Ohio non-profit corporation ("Buyer").

### **Recitals**

**WHEREAS**, on April 26, 2013 FCR was granted a construction permit, File No. BNPFT-20130326ABC (the "Permit") by the Federal Communications Commission ("FCC") for FM Translator Station W288CN, Upland, Indiana, FCC Facility ID # 143939 (the "Station"), which bears a current expiration date of April 26, 2016; and

**WHEREAS**, Buyer is licensee of AM Broadcast Station WILB, 1060 kHz, Canton, Ohio, FCC Facility ID # 2649 ("WILB"); and

**WHEREAS**, the Station's transmitter site is approximately 218 airline miles from the transmitter site of WILB, and the Buyer has through its own due diligence determined that the Permit may be modified pursuant to the FCC's December 23, 2015 *Public Notice, "Media Bureau Announces Filing Dates and Procedures For AM Station Filing Window for FM Translator Modifications and Availability of FM Translator Technical Tools"*, DA 15-1491 ("Public Notice DA 15-1491"), to relocate the

Station to the Canton, Ohio area in order to rebroadcast WILB;  
and

**WHEREAS**, subject to prior approval of the FCC, which is an express condition precedent to all transactions contemplated by this Agreement, Buyer desires to acquire the construction permit for the Station from FCR and to then construct and operate the Stations to serve the public interest, convenience and necessity; and

**NOW, THEREFORE**, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### **Agreement**

1. **SALE ASSET; PURCHASE PRICE.**

a. FCR agrees to assign, convey and sell to Buyer all of its right, title and interest in and to the Permit for the Station.

b. The purchase price to be paid by Buyer to FCR for the Permit being assigned, conveyed and sold hereunder shall be **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)**, payable as follows:

i. A down payment of **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)** in lawful money of the United States of

America, delivered by wire transfer to the Fletcher, Heald & Hildreth, PLC IOLTA Trust Account, at the signing of this agreement, to be released to Seller at Closing; and

ii. The remainder of the purchase price, EIGHTEEN THOUSAND DOLLARS (\$18,000.00) in lawful money of the United States of America shall be delivered by cashier's check or wire transfer at Closing. Closing shall take place no later than the fifth (5<sup>th</sup>) business day subsequent to FCC consent to the transactions contemplated herein becoming a "Final Order" (as defined below). Buyer may choose to waive a Final Order and close upon the FCC staff's action granting the FCC Form 345 application described below.

2. **EXCLUSIVITY; FCC APPLICATION.** The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the construction permits for the Stations. The foregoing notwithstanding, Buyer agrees and understands that Seller may sell and assign one or more if its unbuilt translator construction permits to other parties who are AM broadcast station licensees in cities near Canton, for which FCC Form 349 applications could possibly be filed which would be mutually exclusive with a similar Form 349 to be filed by Buyer for Station W288CN. Seller is not liable to Buyer under any theory at law or in equity in the event that W288CN cannot be moved to

Canton, Ohio or vicinity. FCR will be responsible for publishing the public notice of the filing of the FCC Form 345 application required by Section 73.3580 of the FCC's Rules; Buyer will reimburse FCR for the cost of said publication. FCR and Buyer will work together to file in good faith the required FCC Form 345 application for FCC consent to the transactions contemplated by this Agreement as soon hereafter as is practicable. Additionally, pursuant to Section 73.3517(a) of the FCC's Rules FCR hereby grants written permission to Buyer to File an FCC Form 349 application to make one or more minor changes in the authorized technical facilities of the Station. On the same day that the Form 345 application is filed, FCR will add the Buyer's "FCC Registration Number" (FRN), 0011-3411-87, to the FCC's records for W288CN through the so-called "FRN Manager" utility on the fcc.gov website. Buyer will be therefore solely be responsible for filing an application on FCC Form 349 prepared at its sole expense to modify the Station's technical facilities. Likewise, Buyer is solely responsible for seeking a waiver of the "period of construction" rule, 47 C.F.R. §73.3598(a) as permitted by footnote 36 to the FCC's October 23, 2015 "AM Revitalization" Order, FCC 15-142, at its own expense. To the extent necessary, Seller will cooperate with Buyer with respect to FCC filings connected with this Agreement.

3. **FCR'S REPRESENTATIONS AND WARRANTIES.** FCR represents that it is the authorized legal holder of the Permit and that it

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validly exists and has not yet expired. There are no retransmission consent or other agreements entered into by FCR which are inconsistent with this Agreement; in other words, subject to applicable FCC rules such as but not limited to 47 C.F.R. §74.1232, should its FCC Form 349 application be granted, Buyer may use the Station to rebroadcast WILB immediately upon constructing the Station in the vicinity of Canton, Ohio, subject to the applicable FCC regulations governing the rebroadcast of AM primary stations on FM translator stations.

4. **BUYER'S FCC QUALIFICATIONS.** Buyer represents, warrants, and covenants to FCR that it meets all FCC basic qualifications to hold the FCC Authorization which is the subject of this Agreement. Buyer is financially qualified to acquire, construct and operate each Station subject to this Agreement.

5. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** Buyer's obligations to close hereunder are expressly conditioned upon the FCC or its staff acting pursuant to delegated authority grant the above-described FCC Form 345 application and that such action shall have become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order"). Buyer's obligation to close is not conditioned upon grant of its above-referenced application for a construction permit to modify the station's facilities.

6. **RETRANSMISSION CONSENT.** Pursuant to Public Notice DA 15-1491 Buyer hereby grants Seller express written "retransmission consent" pursuant to 47 U.S.C. §325(a) for Station W288CN to rebroadcast the signal of WILB.

7. **TRANSFER FEES AND TAXES.** Buyer shall be solely responsible for the FCC application filing fees as well as any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees that may be applicable to the transactions contemplated by this agreement.

8. **GOVERNING LAW AND VENUE.** This agreement is governed by the laws of the State of Indiana, and the venue for any dispute arising hereunder shall be the courts of St. Joseph County, Indiana.

9. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or certified mail, postage and fees prepaid at the addresses listed below:

If to FCR:

Mr. Patrick Mangan, President  
Friends of Christian Radio, Inc.  
Post Office Box 552  
Notre Dame, IN 46556

with a copy (which shall not constitute notice) to:

Matthew H. McCormick, Esquire  
Fletcher Heald & Hildreth, PLC  
1300 North Seventeenth Street, Suite 1100  
Arlington, VA 22209

If to Buyer:

Barbara A. Gaskell, President  
Living Bread Radio, Inc.  
4365 Fulton Drive, NW  
Canton, OH 44718

with a copy (which shall not constitute notice) to:

Dennis J. Kelly, Esquire  
Law Office of Dennis J. Kelly  
Post Office Box 41177  
Washington, DC 20018-0577

10. **TERMINATION AND REMEDIES.** In the event of termination of this Agreement due to no fault of either party, Buyer shall be entitled to the return of Escrow Deposit. In the event of termination due to a breach by Buyer, Seller shall be entitled to, as its sole remedy, the Escrow Deposit as liquidated damages and not as a penalty. In the event of a breach by Seller, Buyer shall be entitled to specific performance of this Agreement, Seller acknowledging that the License is a unique asset for which monetary compensation is not sufficient. The foregoing notwithstanding, the maximum amount of money damages that Seller can be held liable for hereunder is FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00).

11. **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 may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess all requisite legal authority and mental capacity to sign this Agreement and to be bound by the terms thereof. Further, commencing on the date hereof 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. This provision does not apply to the parties themselves and their employees, attorneys, accountants, brokers, agents and advisers.

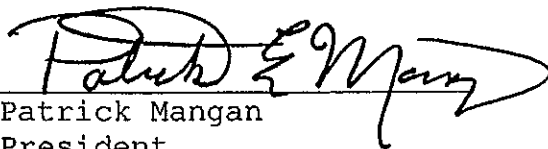
[THIS SPACE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

FRIENDS OF CHRISTIAN RADIO, INC.

By: \_\_\_\_\_

  
Patrick Mangan  
President

LIVING BREAD RADIO, INC.

By: \_\_\_\_\_

Barbara A. Gaskell  
President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

**FRIENDS OF CHRISTIAN RADIO, INC.**

By: \_\_\_\_\_  
Patrick Mangan  
President

**LIVING BREAD RADIO, INC.**

*Barbara Gaskell*  
By: \_\_\_\_\_  
Barbara A. Gaskell  
President