

AGM-NEVADA, L.L.C.
P.O. BOX 2700
BAKERSFIELD, CA 93303

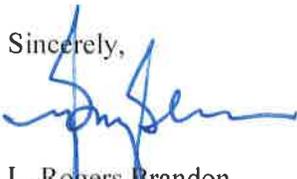
April 21st, 2017

The American General Media Foundation
P.O. Box 2700
Bakersfield, CA 93303

To The American General Media Foundation:

AGM-Nevada, L.L.C. hereby consents to the filing with the Federal Communications Commission ("FCC"), pursuant to Section 73.3517(a) of the FCC's rules, by The American General Media Foundation ("AGMF") in its name, of an application on FCC Form 302-FM to convert commercial radio broadcast station KHFM(FM), Santa Fe, New Mexico, to non-commercial status, contingent upon the acquisition by AGMF of such license by voluntary assignment from AGM-Nevada, L.L.C.

Sincerely,



L. Rogers Brandon
Authorized Member, AGM-Nevada, L.L.C.

AGM-NEVADA, L.L.C.
P.O. BOX 2700
BAKERSFIELD, CA 93303

April 21, 2017

The American General Media Foundation
P.O. Box 2700
Bakersfield, CA 93303

RE: ASSIGNMENT OF RADIO STATION KHFM(FM) TO THE AMERICAN GENERAL
MEDIA FOUNDATION

To The American General Media Foundation:

This letter is written on behalf of AGM-Nevada, L.L.C. ("Assignor") and shall serve to set forth the agreement regarding the assignment by Assignor to The American General Media Foundation ("Assignee") of certain assets used in the operation of KHFM(FM), Santa Fe, New Mexico (the "Station").

1. Assets to be Assigned. Assignee shall acquire and Assignor shall assign all of the tangible personal property, intellectual property and other intangible rights, call letters, transmitting equipment, all goodwill and any other assets used solely in the operation of the Station, including, without limitation, the licenses, permits, authorizations, and renewals issued by the Federal Communications Commission ("FCC") or other regulatory agencies relating to the Station. The assets shall not include the Assignor's cash and accounts receivable, any contracts for the broadcast of commercial advertising, and other assets which the parties agree to exclude. There shall be no consideration payable for the assignment of the Station assets from Assignor to Assignee.

2. Non-Commercial Station. The parties shall co-operate to make the necessary filings with the FCC to convert the Station from commercial to non-commercial educational status effective as of the date of consummation of the assignment of the Station assets to Assignee.

3. Conditions. The parties' respective obligations to consummate the purchase of the Stations shall be subject to the condition that all FCC approvals for the assignment of the Station's licenses and other authorizations shall have been granted, and that the application to modify the Station's license to a non-commercial educational license, effective upon consummation of the assignment, shall have been granted.

4. Conduct of Business. Following consummation of the assignment of the Station assets to Assignee, Assignor will co-operate with Assignee to make available to Assignee, in connection with the operation of the Station, any assets owned or leased by Assignor which are necessary for such operation.

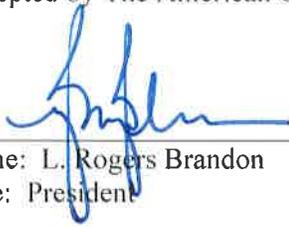
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Please signify your agreement to these terms by signing and returning the enclosed copy of this letter. Signatures delivered by facsimile or electronically shall be sufficient to render this letter effective.

Sincerely,

L. Rogers Brandon
Authorized Member, AGM-Nevada, L.L.C.

Accepted by The American General Media Foundation, this 21st day of April, 2017



Name: L. Rogers Brandon
Title: President