

FM TRANSLATOR PERMIT ASSIGNMENT AGREEMENT

This FM TRANSLATOR PERMIT ASSIGNMENT AGREEMENT (this "Agreement") is dated as of July 14, 2014, by and between The Love Station, Inc. ("Buyer") and the Board of Regents of the University of Oklahoma by and through University Outreach/College of Continuing Education's KGOU ("Seller").

WITNESSETH:

WHEREAS, Seller is the permittee of FM Translator Station K230BF, Ada, Oklahoma, Federal Communications Commission ("FCC") Facility ID Number 141592 (the "Station"), pursuant to an authorization issued by the FCC in FCC File No. BNPFT-20130327AEO (the "FCC Authorization"); and

WHEREAS, Seller desires to sell, transfer, assign and deliver to Buyer, and Buyer desires to acquire from Seller, the FCC Authorization for the Station.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined), Seller agrees to sell, transfer, assign, convey and deliver to Buyer all of the right, title and interest of Seller in and to the FCC Authorization, as set forth in Schedule 1.

2. **Consideration.** Buyer and Seller agree that the consideration for the sale, transfer, assignment, conveyance and delivery of the FCC Authorization to Buyer shall be Buyer's execution of that certain Broadcast Services Agreement between Buyer and Seller with respect to the shared use of an antenna tower in Shawnee, Oklahoma.

3. **FCC Consent; Assignment Application.** It is specifically understood and agreed by Seller and Buyer that the assignment of the FCC Authorization is subject to the prior consent of the FCC ("FCC Consent"). Within ten (10) business days after execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the FCC Authorization (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable.

4. **Closing Date.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date mutually agreed upon by Buyer and Seller within sixty (60) days following the date on which the FCC releases Public Notice of grant of the FCC consent.

5. **Seller's Representations and Other Obligations.** Seller represents, to the best of its knowledge and belief, that:

(a) Seller is an institution of higher education of the state of Oklahoma, and Seller has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement.

(b) Seller is the authorized legal holder of the FCC Authorization.

(c) The FCC Authorization is in full force and effect and has not been revoked, canceled or rescinded.

(d) At Closing, Buyer shall receive clear and unencumbered title to the FCC Authorization.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants that:

(a) Buyer is a Non-Profit Corporation in the state of Oklahoma, and is validly existing and in good standing, and Buyer has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement.

(b) The execution and performance of this Agreement do not constitute a violation, breach, or default under any law, regulation, agreement or other obligation to which Buyer is or will become subject.

7. **Further Assurances.** Each party shall, from time to time at the request of, and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date.

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Seller. In addition, the FCC shall have approved all minor modifications to the Buyer's and Seller's construction permits related to the Shawnee, Oklahoma Broadcast Services Agreement.

(iv) The Broadcast Services between Buyer and Seller with respect to the shared use of an antenna tower in Shawnee, Oklahoma shall have been executed by both Seller and Buyer in a form acceptable to Seller and in effect as of the Closing Date.

(b) The performance of the obligations of Buyer hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date.

(ii) The representations of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Buyer.

9. **Closing Deliveries.** At the Closing, Seller shall deliver to Buyer such documents, instruments and agreements as Buyer shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to Buyer.

10. **Assignment.** No party shall assign or attempt to assign any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

11. **Termination.**

(a) **Termination by Seller.** This Agreement may be terminated by Seller and the purchase and sale of the FCC Authorization abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) **Conditions.** If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Seller.

(ii) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(iii) **Upset Date.** If the Closing shall not have occurred by August 1, 2015.

(b) **Termination by Buyer.** This Agreement may be terminated by Buyer and the purchase and sale of the FCC Authorization abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) **Conditions.** If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(iii) Upset Date. If the Closing shall not have occurred by August 1, 2015.

12. Miscellaneous.

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither party hereto may voluntarily assign this Agreement without the express written consent of the other party.

(b) Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(c) The construction and performance of this Agreement shall be governed by the laws of the State of Oklahoma. The parties shall negotiate in good faith to resolve any dispute arising out of or relating to the Agreement or tasks hereunder. Any legal action in connection with this agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

(d) This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(e) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

(f) The representations and warranties shall survive the Closing Date for a period of for twelve months.

13. Notices. All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Buyer, to:

The Love Station, Inc
PO Box 14
Ponca City, OK 74602
Attn: Doyle Brewer
Tel: 800-324-8488
Fax: 580-765-1700
Email: office@klvv.com

If to Seller, to:

The University of Oklahoma
KGOU Radio
Copeland Hall, Room 300
Norman, OK 73019
Attn: General Manger
Tel: 405-325-2222
Fax: 405-325-7332
Email: kholp@ou.edu

With a copy to:

Barry S. Persh
Gray Miller Persh LLP
1200 New Hampshire Ave., NW
Washington, DC 20036
Tel: 202-776-2458
Email: bpersh@graymillerpersh.com

14. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

15. **Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA**

By: 
✓

Name: James P. Pappas, Ph.D.

Title: Vice President for Outreach

BUYER:

THE LOVE STATION, INC.

By: 

Name: Doyle Brewer

Title: CEO / Founder

SCHEDULE 1

FCC Authorization

<u>Station Call Sign</u>	<u>Facility ID Number</u>	<u>Community of License</u>	<u>File Number</u>	<u>Expiration Date</u>
K230BF	141592	ADA, OK	BNPFT-20130327AEO	04/25/2016

BROADCAST SERVICES AGREEMENT

This Broadcast Services Agreement ("Agreement") is entered into this date 7 / 10 / 2014 between The Love Station Inc., PO Box 14, Ponca City, Oklahoma, 74602 (hereinafter referred to as "**Station**"), and The Board of Regents for the University of Oklahoma by and through University Outreach/College of Continuing Education's KGOU, an agency of the State of Oklahoma (hereinafter referred to as "**KGOU**"), and represents a complete understanding and binding agreement to both parties.

WHEREAS, Station holds an FCC construction permit for new FM translator station K232ET, Shawnee, OK, FCC Facility ID 142074 ("K232ET"), and KGOU holds an FCC construction permit for new FM translator station K286BZ, Shawnee, OK, FCC Facility ID 141589 ("K286BZ");

WHEREAS, Station is party to a lease agreement with American Tower, Inc. (the "Tower Lease") to utilize tower and transmission building space at American Tower, Inc.'s broadcast tower site at Shawnee, OK with FCC Antenna Structure Registration Number 1221997 (the "Tower"); and

WHEREAS, Station and KGOU desire to share a combined antenna system for their respective FM translator stations;

NOW THEREFORE, in consideration of the mutual promises and understandings contained herein and for other good and valuable consideration the parties intending to be legally bound, agree as follows:

I: Services: Subject to the following terms and conditions, the Station and the KGOU agree to enter into a joint project for the construction and operation of a combined translator antenna system for both the K232ET and K286BZ, with the two parties using the same antenna, cabling and receive antennas for operation of their respective FM translator stations. To achieve the project, the Station agrees to provide the following services to KGOU:

1. Station will manage the Tower Lease in order to provide and facilitate tower and transmitter building access by KGOU at the Tower and the transmitter building located at the Tower site near Shawnee, Oklahoma for operation of K286BZ from the Tower and transmitter building, as set forth in Exhibit A.
2. Station will own the combined antenna system and will provide KGOU access to the Station's combined antenna system for operation of K286BZ.
3. Station will bill KGOU on an annual basis for an amount equal to one half of Station's leasing costs for the Tower space for the combined antenna system for operation of K232ET and K286BZ.
4. Station will provide its own translator transmitter and related equipment for operation of K232ET at its own cost; and KGOU will provide its own translator transmitter and related equipment for operation of K286BZ at its own cost.
5. Station shall be responsible for the acquisition and installation of the necessary antenna, cabling, receive antenna(s), and combiner for the

combined antenna system that will broadcast the signals of both K232ET and K286BZ (the "Shared Equipment"). Station will own the Shared Equipment. Station will allow KGOU use of the Shared Equipment for operation of K286BZ free of charge for a period of ten (10) years.

6. Station will work with KGOU on the installation of the K232ET and K286EX transmitters and associated equipment with the joint combiner and antenna system for K232ET and K286BZ. Station and KGOU will each bear its own costs with respect to its transmitter installation.
7. Station and KGOU both acknowledge the utility charges are included in the lease agreement that the Station has with American Tower.
8. Station represents and warrants that it has obtained all necessary permissions and rights necessary to provide the services provided herein, including the consent and cooperation of American Tower, Inc.

II: Term: The term of the Agreement will begin on July 1, 2014 and terminate June 30, 2024.

1. Should the Station lose access to the Tower for reasons other than Station's default under the Tower Lease, this Agreement shall terminate and both the Station and KGOU will work together to identify a suitable new location for the joint project to continue under the same or similar terms as described above.

2. If the Station and KGOU are unable to find a suitable new location for a joint operation as described in Section II.1. above or, if the parties are otherwise unable to continue performance under this Agreement for any reason, Station shall pay KGOU the sum of one thousand dollars (\$1,000) for each year remaining under the Agreement.

3. KGOU and Station will be afforded additional five (5) year term renewal opportunities, exercisable upon mutual written notice. Should either party decline to renew for an additional term, notice must be given to the other party no later than 30 days prior to the end of the existing term and KGOU will have 180 days from the end of the then-existing term to remove KGOU's equipment and vacate the premises.

III: Use, Maintenance, and Alterations: The Tower and transmitter building space may be used only for permitted uses, which are expressly outlined as for the purpose of transmitting broadcast communication signals, and the installation, maintenance, repair, replacement and related improvements to equipment and facilities used to operate said equipment. The Shared Equipment shall be installed in a good and workmanlike manner and in accordance with generally accepted standards of good engineering practice. The parties agree to keep all and every part of the Shared Equipment in a clean and wholesome condition, free from dirt and accumulation of waste, reasonable use thereof accepted. Station shall be responsible for the maintenance and repair of the Shared Equipment. No alterations, additions, or improvements of any character shall be made in or to the Shared Equipment by either party, without the written consent of the other party first having been secured, which consent shall not be unreasonably withheld.

IV: Consideration: In consideration of the services Station will be providing as set out in this Agreement, KGOU agrees to pay Station the sum of 50% of the Station's actual leasing costs for the Tower Lease (as outlined in Section I.3. above, including one-time,

initial application fees to American Tower incurred, if any. As additional consideration for this Agreement, KGOU agrees to assign to Station the construction permit for FM translator station K230BF, Ada, OK, FCC Facility Id. Number 141592, pursuant to that certain "FM Translator Permit Assignment Agreement" by and between the parties. The terms of the K230BF permit assignment are governed exclusively by that agreement.

VI: Interference: The Station and KGOU shall not use the rental space on the Tower in any way which shall cause interference with each other, or any other existing Tower tenant as of the date of this Agreement. Both parties shall cooperate in identifying and resolving any interference relating to the Shared Equipment or the translator transmitters. In the event that said interference is not remediated immediately to the satisfaction of the interfered-with party and/or tenant, the parties agree that both the Station and KGOU will cease broadcasting until the cause of the interference is resolved.

VII: Site Relations:

1. Station agrees to keep and maintain KGOU informed of all requirements of the lease with American Tower, Inc., to work with KGOU in meeting the requirements of the lease, to keep and maintain in good condition and repair its personal property in use at the site. Station warrants that in its lease with American Tower, Inc., the Tower shall be operated and managed in compliance with all applicable FAA and FCC safety requirements, including requirements related to lighting, painting and structural inspections as a responsibility of American Tower, Inc.
2. The parties acknowledge and agree that KGOU cannot accept any term or condition, the acceptance of which is not permitted by an agency of the State of Oklahoma, in accordance with applicable law.
3. Any dispute between the parties regarding the construction, installation, modification or use of the equipment for K232ET and K286BZ shall be submitted to an independent professional engineer mutually agreed upon by the parties and such engineer's decision shall be final and binding upon the parties. If the parties are unable to agree upon the selection of an independent professional engineer, the engineers selected by each party shall together designate an independent professional engineer, and the decision of such engineer shall be final and binding on the parties. All fees and charges of the engineer to whom the dispute is referred shall be borne by the non-prevailing party.

VIII: Access to Site: Station grants KGOU reasonable access to the Tower site and transmitter building premises for adequate and periodic service to KGOU's property. KGOU's access will be unlimited to service to the area upon reasonable notice to the Station.

IX: Sub-Leasing: It is expressly written and understood that neither Station nor KGOU may assign or sub-lease Tower space to any other person or party without the expressed written consent of the other party. It is also understood that this Agreement is in effect for equipment that is initially installed with the execution of this Agreement. It is

understood that any future additions or modifications equipment that is used in common or changes regarding the building space, must have the written approval and consent of both the Station and KGOU, which might entail additional rents and modifications to this Agreement.

X: Relationship Between the Parties:

1. It is expressly understood, in the performance of this Agreement, that Station is an independent entity and not the agent, partner, joint venturer or employee of KGOU. Station and Station's workers are not employees of KGOU and therefore are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Accordingly, KGOU will not provide, nor will it be responsible to pay for, wages or benefits for the Station's employees. Station is responsible, where necessary, to obtain at Station's sole cost, worker's compensation insurance, disability benefits or any other insurance or benefits as may be required by law.
2. It is expressly understood, in the performance of this Agreement, that KGOU is an independent entity and not the agent, partner, joint venturer or employee of Station. KGOU and KGOU's workers are not employees of Station and therefore are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Accordingly, Station will not provide, nor will it be responsible to pay for, wages or benefits for the KGOU's employees. KGOU is responsible, where necessary, to obtain at KGOU's sole cost, worker's compensation insurance, disability benefits or any other insurance or benefits as may be required by law.
3. Station represents and warrants to KGOU that Station has the experience and ability to perform the services required by this Agreement and will at all times faithfully, industriously, and to the best of Station's ability, experience and talents, perform all of the duties that may be required of Station in a timely manner and with the standard of professional care and skill customarily provided in the performance of such services and pursuant to the express and implicit terms as are set forth in this Agreement.
4. Station shall not have the authority to enter into any contract or agreement that will bind KGOU and shall not represent to anyone that Station has such authority.
5. Station shall promptly disclose to KGOU any real, perceived or apparent conflicts of interest (whether arising under federal or state law) relating to the performance of this Agreement.
6. Station has the duty and responsibility under this Agreement for hiring, supervising, training and paying assistants, consultants, agents and/or employees of Station and for supplying the equipment and supplies (and maintenance of

same) necessary in the performance of this Agreement, except as otherwise specifically agreed to by KGOU in writing.

7. Station shall be permitted to contract independently with outside sources for separate and additional compensation, which shall inure to Station's benefit exclusively, so long as said activities are not incompatible with the performance of Station's duties under this Agreement. Furthermore, Station is free to advertise Station's services without restriction; however, Station shall not use the name, logo or marks of KGOU, or any variations thereof, for any reason without first obtaining KGOU's express written consent.

XI: Liability: KGOU agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 § 151, et seq., as amended. Station agrees to indemnify, defend and hold harmless KGOU, its governing board, officers, employees, agents, and students from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Station's performance of the Agreement, except to the extent such are caused by the negligence of KGOU. This Article shall survive expiration or termination of this Agreement.

XII: Property Rights: Station shall not use any Intellectual Property of KGOU for any purpose other than performance under this Agreement without the prior written consent of KGOU. This provision shall survive expiration and termination of this Agreement.

XIII: Suspension & Termination:

1. Termination for Cause. KGOU reserves the right to immediately and indefinitely suspend without further payment, or terminate the Agreement upon oral or written notice to Station "for cause" which includes, but is not limited to, the following Station acts or omissions:
 - A. For a material violation of any provisions of this Agreement or any applicable rules, policies, and/or procedures of KGOU;
 - B. For failure to meet performance or quality standards set by KGOU;
 - C. For conduct which is considered by KGOU to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of KGOU; or,
 - D. Upon pleading guilty to or conviction of a felony, or any crime involving moral turpitude; provided, Station shall notify KGOU of any such charge,

within 48 hours and Station may be suspended immediately from providing further services hereunder pending conclusion of the case (at KGOU's sole and exclusive discretion).

2. **Non-Appropriations.** Agencies of the State generally are prohibited by the Oklahoma Constitution from obligating state revenues of a succeeding fiscal year. Accordingly, in the event any funds hereunder are provided by the Board of Regents of the University of Oklahoma, and the Board, in its sole discretion, does not allocate sufficient funds to properly fulfill KGOU's obligations under this Agreement, either in whole or in material part, for any succeeding KGOU fiscal year, then upon KGOU giving Station thirty (30) days prior written notice, KGOU may terminate this Agreement for non-appropriation of funds and KGOU's responsibility to perform hereunder shall cease.
3. **Force Majeure.** The performance of this Agreement by either party is subject to acts of God, war, epidemic, acts and/or threats of terrorism, government regulation, non-appropriation of funds, government budget cuts, disaster, fire, strikes, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying at least 25% of attendees, or other similar cause beyond the control of the parties making it inadvisable, illegal or impossible to fulfill their obligations under this Agreement. This Agreement may be terminated without liability, penalty, or damages of any kind for any one or more of such reasons by prompt written notice from one party to the other.
4. In the event of termination prior to completion of all work described in Section I above, the amount of the total fee to be paid Station shall be determined by KGOU on the basis of the portion of the total work actually completed up to the time of such termination. Otherwise, this Agreement shall terminate upon the expiration of the Term as set forth in Section II, above. Upon termination, Station shall return any and all property of KGOU, if any, within ten (10) days of termination.
5. Station acknowledges that if this Agreement is self-funded (i.e. funded by tuition, registration, etc.), and appropriate funds are not collected, KGOU reserves the right to immediately modify or terminate this Agreement, without further liability, upon written notice to the Station. Upon termination, Station shall be paid for the pro-rata portion of the services provided.
6. **Termination for Convenience.** Termination for Convenience. Either party may terminate this Agreement upon the express written agreement of the other party.

XIV: Insurance: At all times during the term of this Agreement or any extensions thereof, Station, at its own expense, shall obtain and maintain such insurance as is reasonably necessary to safeguard the parties for any liability or loss that may occur as a result of the work performed under this Agreement.

XV: Disputes: The parties shall negotiate in good faith to resolve any dispute arising out of or relating to the Agreement or tasks hereunder. This Agreement shall be governed by the laws of the State of Oklahoma. Any legal action in connection with this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue Station expressly agrees.

XVI: Assignment: Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld at that party's sole discretion.

XVII: Non-Waiver: The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

XVIII: Entire Agreement; Modification:

This Agreement and any attached exhibits constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings related to the work to be performed. The Agreement may not be amended except by written agreement signed by Station and an authorized representative of KGOU. This Agreement is the product of negotiations between the parties, each of which has had the opportunity to consult counsel prior to the execution hereof. Therefore, the parties agree that if this Agreement needs to be interpreted by any court (or other tribunal) having jurisdiction, no conclusions or inferences of the law shall be drawn in favor of or against either party on the basis of which party drafted the term or provision at issue.

XIX: Severability: The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XX: Binding Effect: The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

The University of Oklahoma/KGOU:

BY: James P. Pappas

Printed: James P. Pappas, Ph.D.

Title: V.P. for Outreach

Date: 7/16/14

The Love Station Inc./Station:

BY: Doyle Brewer

Printed: Doyle Brewer

Title: President

Date: 7/10/2014

EXHIBIT A

1. On the American Tower in Shawnee, Oklahoma; the broadcast antenna will be located at 370 feet for the center of radiation. The FM receive antenna will be at 75 feet for the center of radiation. Both antennas will have cabling from the antenna to the transmitter shelter. The broadcast antenna will broadcast both the K232ET and K286BZ signals, but the equipment described here is owned by Station.
2. In the transmitter shelter at American Tower, the space leased by Station from American Tower is 3 feet by 4 feet by 7 feet. This space will contain the translator transmitter, FM receiver, cabling combiner and related equipment owned by Station, and the translator transmitter, FM receiver, cabling and related equipment owned by KGOU.
3. KGOU will own and install a translator transmitter to achieve an effective radiated power of 170 watts, FM receiver for rebroadcast, cabling between these items, cabling from the transmitter to the combiner, cabling to receive the input to the FM receiver and related equipment.