

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of this ____ day of February ____, 2020 by and between Tyler Media, L.L.C. ("Buyer") and Screen Door Broadcasting, LLC ("Seller").

RECITALS

WHEREAS, Seller holds a license, BLFT-20180913ABF, for FM Translator Station K237GE, Oklahoma City, Oklahoma, 95.3 MHz, (Facility ID Number 143059), (the "Station"), pursuant to an authorization issued by the Federal Communications Commission (the "FCC");

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

AGREEMENT

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

1. Sale of Assets. On the Closing Date (*defined below*), Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase and assume, all of the right, title and interest of Seller in and to the Station (together known as the "Station Assets").
2. FCC Consent and Assignment Agreement. It is specifically understood and agreed by Seller and Buyer that the assignment of the Station is subject to prior consent of the FCC. Within ten (10) business days following the execution of this Agreement, Seller and Buyer shall file an application with the FCC for approval of the assignment of the Station from Seller to Buyer and shall thereafter prosecute the assignment application in good faith and take no action adverse to the application.
3. Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place within ten (10) business days after the date that the FCC Consent is initially granted. The date on which the Closing is to occur is referred to herein as the "Closing Date".
4. Consideration. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller by wire transfer of immediately available funds the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price").

Additionally, Seller shall receive a credit in the amount of Forty-Five Thousand Dollars (\$45,000.00) (the "Advertising Credit") of Gross Advertising, before agency commission if any. Seller or its Managing Member may use the Advertising Credit on any platform controlled by Buyer. Buyer shall offer the Seller terms and rates comparable to that offered to its other advertisers. Seller may not transfer the credit to any entity not controlled by the Seller or its Managing Member without the consent of the Buyer. Buyer has sole discretion to approve Advertising Credit Copy. Advertising Credit schedules are subject to availability and will be

scheduled at the sole discretion of the Buyer based on availability. Any portion of the Advertising Credit not used within five years of the Closing Date shall automatically expire.

5. Rebroadcast Consent. Buyer grants the Seller consent to continue rebroadcasting KOKC (FID #73981) (the "Primary Station") on the Translator. Buyer agrees that the Rebroadcast Consent may not be rescinded or revoked at any time or for any reason until such time that the FCC imposed four-year rebroadcast period to which the Translator is currently subject has been fulfilled in the sole opinion of the Seller. The provisions of this section shall survive the termination of this Agreement for any reason other than the successful assignment of the License to the Buyer. The provisions of this section shall inure to any future licensees of the Primary Station

6. Expenses, Reasonable Assurance. Buyer shall directly pay all expenses when required by third parties that are necessary to prosecute the assignment application.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

Seller is a limited liability company organized in that State of Oklahoma, validly existing and in good standing under the law. Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Seller have been duly and validly authorized by all necessary official action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding agreement of Seller enforceable against Seller in accordance with its terms.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

Buyer is a limited liability company organized in that State of Oklahoma, validly existing and in good standing under the law. Buyer has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Buyer have been duly and validly authorized by all necessary official action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms. Buyer is legally qualified to hold the Construction Permit.

9. Covenants of Buyer and Seller. Buyer and Seller will not take any action that is inconsistent with the transaction contemplated by this Agreement

10. Cooperation. Seller and Buyer shall cooperate fully and in good faith with each other and their respective counsel in connection with any and all steps required to be taken as part of their respective obligations under this Agreement.

11. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery) or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller to:

John Jason Bennett, Managing Member
Screen Door Broadcasting, LLC
7107 South Yale #444
Tulsa, OK 74136

If to Buyer, to:

Ty A. Tyler
Tyler Media, L.L.C.
5101 South Shields Blvd.
Oklahoma City, OK 73129

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 11.

12. Termination.

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

(i) Material Breach by Buyer. If the Buyer defaults by material breach of this Agreement.

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

(i) Material Breach by Seller. If the Seller defaults by material breach of this Agreement.

13. Entire Agreement; Amendment. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to their subject matter other than the Rebroadcast Agreement which is attached hereto as Exhibit 1. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto. No waiver of compliance with any provision of this Agreement will be effective unless evidenced by an instrument in writing and signed by the parties hereto.

14. Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as any party reasonably may request of the other to effectuate the purposes of this Agreement.

15. Specific Performance. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement; monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

16. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


17. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma, without giving effect to the principles of conflicts of law. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents.

18. Benefit and Binding Effect; Assignability. Neither of the parties hereto may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SELLER:

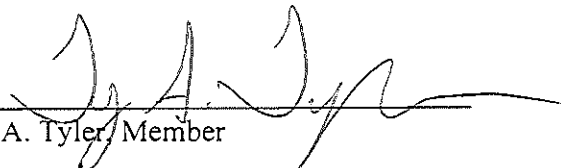
Screen Door Broadcasting, LLC

 2/25/2020

John Jason Bennett, Managing Member

BUYER:

Tyler Media, LLC



Ty A. Tyler, Member