

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of the 9<sup>th</sup> day of August, 2016, by and between **FOREVER SOUTH LICENSES, LLC** ("Assignor"), **FOREVER COMMUNICATIONS, INC.** ("Assignee") and **EDUCATIONAL MEDIA FOUNDATION** ("EMF");

WITNESSETH:

WHEREAS, Assignor, as Buyer, and EMF as Seller, entered into an Asset Purchase Agreement dated as of July 18, 2016 (the "Agreement"), with respect to certain radio properties identified therein; and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title, interest and obligations in the Agreement, including specifically the right to acquire from EMF all of the "Assets" (as such term is defined in the Agreement); and

WHEREAS, pursuant to Section 20 of the Agreement, the proposed assignment by Assignor to Assignee requires the written consent of EMF;

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, and the other covenants and agreements between the parties hereto, the receipt and adequacy of which is hereby acknowledged, it is agreed by and between Assignor, Assignee and EMF that:

1. All capitalized terms herein, to the extent applicable, shall have the meaning assigned to it in the Agreement.

2. Assignor hereby transfers, assigns and conveys to Assignee all of its right, title, interest and obligations in and to the Agreement and the benefits thereunder, including specifically with respect to all of the Assets.

3. Assignee hereby assumes and shall be bound by, perform and comply with all of the terms, conditions and obligations of Assignor contained in the Agreement on and after the date hereof.

4. Assignor hereby represents and warrants to Assignee that as of this date the Agreement is in full force and effect, that there is no material default under the Agreement, and all of Assignor's obligations under the Agreement as of this date have been met and complied with in all material respects.

5. EMF, as evidenced below by its execution of this Assignment and Assumption Agreement, hereby consents to the Assignment by Assignor to Assignee of all of its right, title, interest and obligations in and to the Agreement, as set forth above.

IN WITNESS WHEREOF, the Assignor, Assignee and EMF have caused these presents to be executed as of the day and year first above written.

EDUCATIONAL MEDIA FOUNDATION

BY: 

MIKE NOVAK  
AS ITS PRESIDENT & CEO

FOREVER COMMUNICATIONS, INC.

BY: 

CHRISTINE HILLARD  
AS ITS PRESIDENT

FOREVER SOUTH LICENSES, LLC

BY: 

CHRISTINE HILLARD  
AS ITS AUTHORIZED MEMBER