

## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of the 30th day of December, 2018 by and between FRC of Alabama, LLC d/b/a Focus Radio Communications, (“SELLER”) and MKRadio 1, LLC (“BUYER”).

### **Recitals**

WHEREAS SELLER has the license to the AM station and FM translator as indicated on the attached addendum “A”, which applications have been granted a License by the FCC;

WHEREAS, BUYER would like to obtain the SELLER Licenses; and

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required.

### **Agreement**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, SELLER agrees to assign and BUYER agrees to purchase the Licenses for the Stations as indicated on the attached addendum “A” as follows:
  - (a) Purchase Price. The Purchase Price and terms for the Licenses shall be as indicated on the attached addendum “A”.
  - (b) Application. Within thirty (30) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the “Assignment Application”).
  - (c) Closing. BUYER will provide proper Instrument of Consummation after approval of the FCC Assignment Application, whereupon SELLER will provide to BUYER an instrument of conveyance suitable to the BUYER for the Licenses.
2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Licenses. Further, 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.

3. FCC Qualifications. BUYER represents warrants and covenants that they are qualified to be a Commission licensee and to hold the FCC authorizations which is the subject of this Agreement.
4. Transfer Fees and Taxes. BUYER shall be responsible for any engineering work-ups, amendments and Consultant fees for preparation and filing of the FCC forms. The FCC fees associated with the purchase of the licenses shall be the responsibility of the SELLER.
5. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof as properly disclosed 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 is to be construed and enforced under the laws of Alabama. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Alabama.

This Agreement may be executed in counterparts.

The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

**THE NEXT PAGE IS THE SIGNATURE PAGE**

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

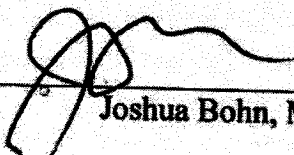
**SELLER**

**FRC Of Alabama, LLC d/b/a Focus Radio Communications**  
**1108 Woodmont Avenue**  
**Huntsville, AL 35801**  
**Phone: 256-533-1450**

By:   
Frederick Holland Managing Member

**BUYER**

**MKRadio 1, LLC**  
**169 Chelsea Station Drive**  
**Chelsea, AL 35043**  
**Phone: 205-637-9600**

By:   
Joshua Bohn, Managing Member

## **ADDENDUM A**

### **Licenses**

WIEZ (AM) Decatur, AL FCC FACID 70707  
As Authorized by BL-8705 Granted 9-21-1961

W288EB FM Translator Decatur, AL FCC FACID 200685  
As Authorized by BMPFT-20181217AAQ  
To be licensed before Consummation

### **Purchase Price and Terms**

Total value of the transaction herein is \$121,500 (one hundred twenty one thousand, five hundred dollars) as agreed on by both parties.

The payment to the SELLER by the BUYER at Closing consists of the following:

1. Joshua Bohn will surrender the current ownership shares held by him in the legal ownership of SELLER. It is mutually agreed that the value of this share is \$112,000 (one hundred twelve thousand dollars).
2. BUYER will enter into a Closing Agreement to provide Engineering Services to the SELLER and forgiveness of outstanding debts to SELLER in the value of \$9,500 (nine thousand, five hundred dollars) to be completed within 6 months of the Consummation of the transaction contemplated herein.

That Closing Agreement will annotate the transfer of real property and equipment from SELLER to BUYER and Assumption of debts, collections, Accounts receivable, and other business related matters concerning the facilities.