

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of November 30, 2015 between John Wagner, an individual ("Assignee"), and Cala Broadcast Partners LLC, a Delaware limited liability company ("Assignor").

Recitals

A. By Asset Purchase Agreement dated October 30, 2015, (the "Purchase Agreement"), Assignor has agreed to purchase from H3 Communications LLC ("Seller") certain assets associated with television broadcast station (the "Station") WXVT(DT), Greenville, MS (FCC ID 25236).

B. Assignor has determined that it is in its best interest to assign to Assignee the right, pursuant to Section 12.3 of the Purchase Agreement, to acquire the licenses, permits and authorizations issued by the FCC from Seller for the Station, together with certain other assets as described on Exhibit A hereto, (collectively the "Station Assets").

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and benefits and obligations arising under the Agreement with respect to the Station Assets and Assignee agrees to purchase and take delivery of such as of the date hereof. Assignee hereby accepts this Assignment and shall perform all of the terms, covenants, and conditions on the part of the Assignor related to the Station Assets to be performed under the Agreement from and after the date hereof. This assignment shall be null and void in the event that the Purchase Agreement is terminated prior to Closing (as defined in the Purchase Agreement).
2. Payment. At Closing, Assignee shall pay Assignor for the Station Assets the amount of One Hundred Thousand Dollars (\$100,000), as directed by Assignor.
3. Representations and Warranties of Assignor: Assignor represents and warrants to Assignee that (i) no person has given Assignor notice of any default under the terms of the Agreement, and Assignor is not in default under the terms of the Agreement; (ii) to Assignor's knowledge, Seller is not in default under the terms of the Agreement; (iii) the Agreement has not been modified or amended in any manner; (iv) Assignor is duly authorized to execute and deliver this Assignment and to perform its obligations hereunder; and (v) no consent or other approval is required under the Agreement as a condition to the execution, delivery or performance of this Assignment by Assignor.
4. Representations and Warranties of Assignee: Assignee represents and warrants to Assignor that:

4.1 Organization. Assignee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Assignee has the requisite power and authority to execute, deliver and perform this Assignment, the Purchase Agreement, and the documents to be made pursuant hereto and thereto.

4.2 Authority. The execution, delivery and performance of this Assignment and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Assignee and do not require any further authorization or consent of Assignee. This Assignment, the Purchase Agreement, and the documents to be made pursuant hereto and thereto are legal, valid and binding agreements of Assignee enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Licensee Qualifications. Assignee is legally, financially, and otherwise qualified under the Communications Act of 1934, as amended, and the rules and regulations of the FCC to be the licensee of the Station.

4.4 No Conflicts. The execution, delivery and performance by Assignee of this Assignment, the Purchase Agreement, and the documents to be made pursuant hereto and thereto do not conflict with any organizational documents of Assignee or any law, judgment, order, or decree to which Assignee is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent (as defined in the Purchase Agreement).

5. Closing Deliveries. At Closing, (i) Assignor and Assignee shall enter one or more tower, studio or equipment leases providing for the lease of the facilities and equipment necessary for the operation of the Station on terms reasonably acceptable to both parties; (ii) Assignee will except assignment from Seller of any channel sharing arrangement entered into by Seller pursuant to Section 1.11 of the Purchase Agreement; and (iii) Assignee will retain the right to make all indemnity claims under Section 2.6 of the Purchase Agreement.

6. Miscellaneous. Each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Assignment. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Assignment shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Assignment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. The construction and performance of this Assignment shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. This Assignment may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the

same agreement. Assignee may not assign its rights and obligations hereunder without the written consent of Assignor.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSIGNMENT

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

CALA BROADCAST PARTNERS LLC

By: 

Name: Jason R. Wolff

Title: Authorized Signatory

ASSIGNEE:

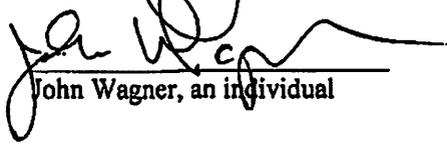

John Wagner, an individual

Exhibit A

Station Assets

FCC Licenses:

STATION	FAC. ID	COMMUNITY	FILINGS	AUX. LICENSES	ASR
WXVT-DT	25236	GREENVILLE, MS		KV4961, WAG333, WGV788	1042326

The antenna and transmitter currently in use for the operation of the Station.