

FM TRANSLATOR ASSIGNMENT AGREEMENT

THIS FM TRANSLATOR ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 28th day of July, 2016 by and between Richard Comras ("RC" or "Seller"), and Tom F. Huth ("Buyer").

Recitals

WHEREAS, RC holds a license (the "License") granted by the Federal Communications Commission ("FCC") for FM Translator Station K245AU, East Quincy, California, FCC Facility ID # 151371 (the "Station"); and

WHEREAS, Buyer is licensee of Class B AM Broadcast Station KMYC, 1410 kHz, Marysville, California, FCC Facility ID # 73050 ("KMYC"), and Buyer intends to relocate the Station to the Marysville area and rebroadcast the signal of KMYC over the Station; and

WHEREAS, the Station's transmitter site is approximately 65 airline miles from the transmitter site of KMYC, and the Buyer has through its own due diligence determined that the License may be modified pursuant to the FCC's December 23, 2015 **Public Notice, "Media Bureau Announces Filing Dates and Procedures For AM Station Filing Window for FM Translator Modifications and Availability of FM Translator Technical Tools"**, DA 15-1491 ("Public Notice DA 15-1491"), to relocate the Station to the Marysville, California area in order to rebroadcast KMYC; and

WHEREAS, subject to prior approval of the FCC, which is an express condition precedent to all transactions contemplated by this Agreement, Buyer desires to acquire the License for the Station from RC and to then relocate and operate the Station to serve the public interest, convenience and necessity; and

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

Agreement

1. **SALE ASSET; PURCHASE PRICE.**

a. RC agrees to assign, convey and sell to Buyer all of its right, title and interest in and to the License and to the broadcasting assets for the Station.

b. The purchase price to be paid by Buyer to RC for the License being assigned, conveyed and sold hereunder shall be **TWENTY THOUSAND DOLLARS (\$20,000.00)**, payable in lawful funds of the United States of America by wire transfer or check acceptable to Buyer at Closing.

c. Closing shall take place no later than the fifth (5th) business day subsequent to FCC consent to the transactions contemplated herein becoming a "Final Order" (as defined below). Buyer may choose to waive a Final Order and close upon the FCC

staff's action granting the FCC Form 345 application described below.

2. **EXCLUSIVITY; FCC APPLICATION.** The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the License for the Station. Seller is not liable to Buyer under any theory at law or in equity in the event that K245AU cannot be moved to Marysville, California or vicinity. RC will be responsible for publishing the public notice of the filing of the FCC Form 345 application required by Section 73.3580 of the FCC's Rules; Buyer will reimburse RC for the cost of said publication. RC and Buyer will work together to file in good faith the required FCC Form 345 application for FCC consent to the transactions contemplated by this Agreement as soon hereafter as is practicable. Additionally, pursuant to Section 73.3517(a) of the FCC's Rules RC hereby grants written permission to Buyer to File an FCC Form 349 application to make one or more minor changes in the authorized technical facilities of the Station. On the same day that the Form 345 application is filed, RC will add the Buyer's "FCC Registration Number" (FRN), 0004-0850-15, to the FCC's records for K245AU through the so-called "FRN Manager" utility on the fcc.gov website. Buyer will be therefore solely be responsible for filing an application on FCC Form 349 prepared at its sole expense to modify the Station's technical

facilities. To the extent necessary, Seller will cooperate with Buyer with respect to FCC filings connected with this Agreement.

3. **RC'S REPRESENTATIONS AND WARRANTIES.** RC represents that it is the authorized legal holder of the License and that it validly exists. There are no retransmission consent or other agreements entered into by RC which are inconsistent with this Agreement; in other words, subject to applicable FCC rules such as but not limited to 47 C.F.R. §74.1232, should its FCC Form 349 application be granted, Buyer may use the Station to rebroadcast KMYC immediately upon constructing the Station in the vicinity of Marysville, California, subject to the applicable FCC regulations governing the rebroadcast of AM primary stations on FM translator stations.

4. **BUYER'S FCC QUALIFICATIONS.** Buyer represents, warrants, and covenants to RC that it meets all FCC basic qualifications to hold the FCC Authorization which is the subject of this Agreement. Buyer is financially qualified to acquire, construct and operate each Station subject to this Agreement.

5. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** Buyer's obligations to close hereunder are expressly conditioned upon: (a) the FCC or its staff acting pursuant to delegated authority grant the above-described FCC Form 345 application and that such action shall have become final and no longer subject

to administrative or judicial action, review, rehearing or appeal (a "Final Order"); and (b) the Station and the License shall be free and clear from all liens, claims or encumbrances of every kind and nature.

6. **RETRANSMISSION CONSENT.** Pursuant to Public Notice DA 15-1491 Buyer hereby grants Seller express written "retransmission consent" pursuant to 47 U.S.C. §325(a) for Station K245AU to rebroadcast the signal of KMYC.

7. **TRANSFER FEES AND TAXES.** Buyer shall be solely responsible for the FCC application filing fees as well as any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees that may be applicable to the transactions contemplated by this agreement.

8. **BROKER.** The parties hereby represent to each other that there are no other brokers or individuals to whom a commission, finders' fee or other similar compensation is due as a result of the parties coming together to execute this Agreement.

9. **GOVERNING LAW AND VENUE.** This agreement is governed by the laws of the State of California, and the venue for any dispute arising hereunder shall be the courts of either Yuba County, California or Riverside County, California.

10. **NOTICES.** All notices required or consented to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or

certified mail, postage and fees prepaid at the addresses listed below:

If to RC:

Mr. Richard Comras
153 Waterford Circle
Rancho Mirage, CA 92270

If to Buyer:

Mr. Tom F. Huth
Post Office Box 669
Marysville, CA 95901

11. **MISCELLANEOUS**. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof 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 may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess all requisite legal authority and mental capacity to sign this Agreement and to be bound by the terms thereof. Further, commencing on the date hereof 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. This provision does not apply to the parties themselves and their employees, attorneys, accountants, brokers, agents and advisers. Buyer may assign this Agreement to a corporate entity in which he is the majority owner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

RICHARD COMRAS

/s/ Richard Comras

Richard Comras
Individually

TOM F. HUTH

/s/ Tom F. Huth

Tom F. Huth
Individually