

FM TRANSLATOR CP ASSIGNMENT AGREEMENT

THIS FM TRANSLATOR CP ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 19th day of July, 2016 by and between Spirit Educational Association, Inc., an Illinois non-profit corporation ("SEA" or "Seller"), and American Education Foundation, Inc., an Illinois non-profit corporation ("Buyer").

Recitals

WHEREAS, on October 30, 2013, SEA was granted a construction permit, File No. BNPFT-20130826AAE (the "Permit" or "FCC Authorization") by the Federal Communications Commission ("FCC") for FM Translator Station W233BW, Sandwich, Illinois, FCC Facility ID # 145922 (the "Station"), which bears a current expiration date of October 30, 2016; and

WHEREAS, Buyer is licensee of Non-Commercial Educational FM Broadcast Station WAED, 88.5 MHz, Lee, Illinois, FCC Facility ID # 176978 ("WAED"); 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 construction permit for the Station from SEA and to then construct and operate the Stations to rebroadcast WAED in the Sandwich, Illinois area 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. SEA agrees to assign, convey and sell to Buyer all of its right, title and interest in and to the Permit for the Station.

b. The purchase price to be paid by Buyer to SEA for the Permit being assigned, conveyed and sold hereunder shall be **THIRTY THOUSAND DOLLARS (\$30,000.00)**, payable as follows:

i. A down payment of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) in lawful money of the United States of America, delivered by wire transfer to the Dennis Kelly IOLTA Trust Account in PNC Bank, National Association, Washington, DC, at the signing of this agreement, to be released to Seller at Closing ("Deposit"); and

ii. The remainder of the purchase price, TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) in lawful money of the United States of America shall be delivered by cashier's check or wire transfer at Closing. Closing shall take place no later than the fifth (5th) business day subsequent to date which

the FCC releases a Broadcast Actions Public Notice announcing the action of the FCC or its staff acting pursuant to delegated authority granting its consent to the transactions contemplated herein.

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 sell to or buy from, third parties, respectively, the Permit. SEA 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 SEA for the cost of said publication. SEA 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 SEA 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, SEA will add the Buyer's "FCC Registration Number" (FRN), 0020-5519-74, to the FCC's records for W233BW 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. SEA'S REPRESENTATIONS AND WARRANTIES. SEA represents and covenants that it is the authorized legal holder of the Permit; that it validly exists under the jurisdiction of its incorporation; that it has taken all corporate action necessary to enter into and consummate this binding Agreement according to its terms; that it meets all FCC basic qualifications to assign the FCC Authorization which is the subject of this Agreement; that to the best of its knowledge, the Permit validly exists and has not yet expired and the Permit is not the subject of any pending or threatened administrative or judicial review. There are no retransmission consent or other agreements entered into by SEA 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 WAED immediately upon constructing the Station.

4. BUYER'S FCC QUALIFICATIONS. Buyer represents, warrants, and covenants to SEA 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 the FCC or its staff acting pursuant to delegated authority grant the above-described FCC Form 345.

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 W233BW to rebroadcast the signal of WAED

7. TRANSFER FEES AND TAXES. Buyer shall be solely responsible for the FCC application filing fees, if any, 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 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 Illinois, and the venue for any dispute arising hereunder shall be the courts of Bureau County, Illinois.

10. NOTICES. All notices required or permitted 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 SEA:

Mr. Thomas Perona
Spirit Educational Association, Inc.
5205 Grand Avenue
Western Springs, IL 60558

with a copy (which shall not constitute notice) to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

If to Buyer:

Larry Nelson, President
American Education Foundation, Inc.
One Broadcast Center
Plano, IL 60545

with a copy (which shall not constitute notice) to:

John S. Neely, Esquire
Miller and Neely, PC
3750 University Boulevard, West
Suite 203
Kensington, MD 20895

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.

12. **SEA'S REMEDIES.** In order for SEA to secure full consideration for this Agreement, the parties mutually agree that the Deposit shall be paid to SEA if Buyer materially defaults on this Agreement and shall be SEA's sole remedy.

11. **BUYER'S REMEDIES.** The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that reason, in the event SEA fails to consummate this Agreement, and such failure is by reason of a default of SEA in material breach of SEA's obligations under this Agreement, the rights of Buyer under this Agreement, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent.

[THIS SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

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

SPIRIT EDUCATIONAL ASSOCIATION, INC.

By: Joan Perona
Joan Perona
Secretary/Treasurer

AMERICAN EDUCATION FOUNDATION, INC.


By: _____
Larry Nelson
President

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Joan Perona
Secretary/Treasurer

AMERICAN EDUCATION FOUNDATION, INC.

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Larry Nelson
President