

ASSIGNMENT OF LICENSES

THIS ASSIGNMENT OF LICENSES (“Assignment”) is made this 17th day of September, 2021, by and between **WIZTRONICS, INC.**, a Washington State corporation (“Assignor”), and **WHATCOM TRANSPORTATION AUTHORITY**, a Washington State Public Transportation Benefit Area (“Assignee”). This Assignment is entered under the following agreed facts:

A. Assignor owns and operates a community radio system that includes, but is not limited to, the following components:

- those licenses issued by the Federal Communications Commission (“FCC”) under the call signs WNMT373, WNAR349, WNPS655, WNMNR629, and all channels that are associated with such licenses, a true and copy of which are attached hereto and incorporated by reference as Exhibit A (“FCC Licenses”);

- those separate microwave channels (10735.000 MHz and 11225.000 MHz) that are associated with the microwave link between Squalicum Mountain and Lookout Mountain, Whatcom County, Washington (“Microwave Channels”);

B. Assignor and Assignee have entered a Radio System Purchase and Sale Agreement (“Agreement”) under which Assignor is selling, inter alia, the FCC Licenses and Microwave Channels to Assignee.

C. Assignment of the FCC Licenses is contingent upon the approval from the FCC, which has been secured, as evidenced by that notice of approval attached hereto and incorporated by reference as Exhibit B.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of All Right, Title, and Interest in Leases

Assignor hereby conveys and assigns all right, title, and interest that it has in the FCC Licenses and Microwave Channels, and correspondingly waives any and all rights that it may have in the FCC Licenses and the Microwave Channels.

2. Representations and Warranties From Assignor

To the best of its knowledge, Assignor represents and warrants as follows to Assignee:

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a. there is no other person or entity who has any right, title, or interest in the FCC Licenses or the Microwave Channels;

b. Assignor is authorized to execute and enter this Assignment;

c. Assignor's execution of this Assignment will not cause a breach of any agreement, statute, or regulation; and

c. in addition to the above, Assignor makes those representations and warranties separately made in the Agreement, which are renewed herein by reference.

3. Representations and Warranties From Assignee

Assignee represents and warrants as follows to Assignor:

a. Assignee is authorized to execute and enter this Assignment; and

b. Assignee's execution of this Assignment will not cause a breach of any agreement, statute, or regulation.

4. Indemnity, Hold Harmless, and Duty to Defend

Assignor shall hold harmless, defend, and indemnify Assignee from and against all claims, demands, judgments, or actions raised by any third party arising out of the FCC Licenses or Microwave Channels, and relating to events that occurred prior to the date of execution of this Assignment.

Assignee shall hold harmless, defend, and indemnify Assignor from and against all claims, demands, judgments, or actions raised by any third party, and arising out of the FCC Licenses or Microwave Channels, and relating to events that occurred after the date of execution of this Assignment, except for those claims covered by any separate indemnity, hold harmless, and duty to defend obligation contained in any Service Agreement between the parties.

5. Attorneys' Fees

In any suit commenced to enforce or interpret this Assignment, the prevailing party shall be entitled to be awarded from the other party its attorneys' fees and costs.

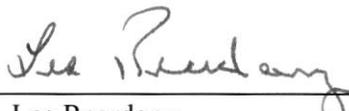
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6. Choice of Law and Venue

This Assignment is governed by the laws of the state of Washington. Any action to enforce or interpret this Assignment shall be commenced in the Superior Court for the State of Washington, Whatcom County.

Executed on the dates set forth below.

**ASSIGNEE:
WHATCOM TRANSPORTATION AUTHORITY**



By: Les Reardanz
General Manager
Dated: 9/14/21

**ASSIGNOR:
WIZTRONICS, INC.**



By: Gerald L. Noe
President
Dated: 9/17/2021