

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 17th day of January 2012 by and between Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("Buyer") and World Radio Link, Inc., an Idaho corporation ("WRL").

Recitals

WHEREAS, WRL has an authorization issued by the Federal Communications Commission ("FCC" or "Commission") for an FM translator station (the "Station") as indicated on the attached addendum "A" (as now held, and as to be modified pursuant to this Agreement, the "License");

WHEREAS, Buyer would like to obtain the License from WRL and WRL would like to assign the License to Buyer; and

WHEREAS, prior FCC approval is required for the transactions contemplated hereunder.

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, WRL agrees to assign and Buyer agrees to purchase the License for the FM Translator station as indicated on the attached addendum "A", as follows:
 - (a) **Purchase Price.** The Purchase Price for the License shall be as indicated on the attached addendum "A" payable in immediately available funds.
 - (b) **Deposit.** Concurrently with the execution hereof Buyer shall pay to WRL a non-refundable deposit in the amount as indicated on the attached addendum "A".
 - (c) **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").

- (d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as agreed to by the parties within ten (10) days after approval of the Assignment Application, whereupon WRL will provide to Buyer an instrument of conveyance suitable to Buyer for the License.
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 License. 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 it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, engineering work-ups, amendments or FCC fees associated with the purchase of the License.
5. Alternative Facilities. Should the Commission fail to grant to buyer the license for the license specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due buyer within thirty (30) days of such final denial by the FCC.
6. 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 is to be construed and enforced under the laws of Idaho. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Idaho. 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.

[Signature Page Follows]

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.

Edgewater Broadcasting, Inc.
PO Box 5725
Twin Falls, Idaho 83303

By: 

Clark Parrish, President

World Radio Link, Inc.
P. O. Box 5429
Twin Falls, Idaho 83303

By: 

Diana Atkin, Board Member

ADDENDUM A

License

Location, Facility ID Number	Total	Deposit	At Closing	License Status
De Queen, Arkansas (FIN: 151020)	\$25,000	\$100	\$24,900	Granted
No Equipment is to convey with this transaction.				