

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22 day of December 2015 by and between **Genesis MultiMedia Group, LLC**, a Florida limited liability Company ("Buyer"), and **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EBI").

Recitals

WHEREAS, EBI has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the application for the new FM translator station as indicated on the attached Addendum A, which application has been granted a Construction Permit ("CP") by the Federal Communications Commission ("FCC"); and

WHEREAS, the FCC is opening a window whereby FM Translator stations will be permitted to move transmitter sites up to 250 miles and apply on any commercial FM frequency (the "Translator Modification Window"); and

WHEREAS, Buyer would like to obtain the EBI CP and have an application filed during the Translator Modification Window to allow the CP to be used in conjunction with Station WCRM, Facility No. 39798 (the "Modification Application"); and

WHEREAS, Prior FCC approve for the transaction contemplated hereunder is required.

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, EBI agrees to assign and Buyer agrees to purchase the CP for the FM Translator station as indicated on the attached Addendum A as follows:

- (a) Purchase Price. The Purchase Price for the CP shall be as indicated on the attached Addendum A payable in immediately available funds.
- (b) FCC Applications. Within five (5) business days after the execution of this Agreement the parties shall jointly file with the FCC an application for assignment of the CP (the "Assignment Application").
- (c) Deposit. Concurrently with the execution hereof Buyer shall pay to EBI a deposit in the amount as indicated on the attached Addendum A. The deposit is refundable only in the case whereby the FCC fails to approve the



Assignment Application, or upon default by Seller of any of Seller's obligations under this Agreement.

(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) business days after the FCC approval of the Assignment Application, and whereupon EBI will provide to Buyer an instrument of conveyance suitable to Buyer for the CP. If Buyer fails to consummate this Agreement in full as provided above, by written notice Seller may declare Buyer in default of its obligations under this Agreement, and if Buyer does not close within ten (10) business days of said notice, Buyer agrees to forfeit the deposit as listed in Section (1)(b) of this Agreement and neither party shall have any further obligation to the other.

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 CP. 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 authorizations which are 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 CP.

5. Leases and Liabilities. No leases and/or liabilities of any kind are being assumed by Buyer.

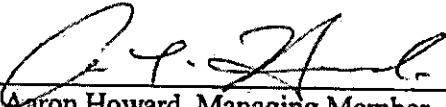
6. Modification of Authorized Transmitter Site. Seller agrees to cooperate with Buyer in the filing of the Modification Application as may be requested by Buyer prior to Closing. All costs and expenses incurred by Seller in conjunction with the preparation and filing of such Modification Application shall be the responsibility of Buyer.

7. 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. Seller is the authorized legal holder of the CP, none of which are subject to any restrictions or conditions which limit in any respect the operation of the Station as authorized except as stated therein. The CP is validly an existing authorization for the operation of the facilities described therein under the Communications Act of 1934, as amended. There is no action or investigation pending or to the best of Seller's knowledge threatened before the FCC or other body to revoke, refuse to renew, suspend, condition, or modify the CP, or any action which may result in the denial of any pending applications, the issuance of any cease and desist orders, Notice of Apparent liability, forfeiture, or the imposition of any administrative sanctions whatsoever with respect to the Station. This Agreement may be amended only in

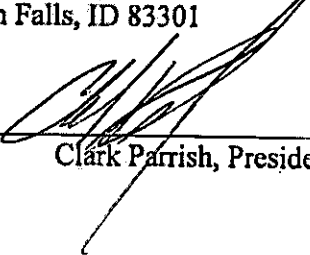
writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Florida. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Florida. This Agreement may be executed 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.

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.

Genesis MultiMedia Group, LLC
2055 Central Ave.
Fort Myers, FL 33901

By: 
Aaron Howard, Managing Member

Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite B
Twin Falls, ID 83301

By: 
Clark Parrish, President

ADDENDUM A

Construction Permit

Location, Facility ID Number	Total	Deposit	At Closing	Construction Permit Status
Melbourne, Florida (FIN: 150277)	\$35,000	\$5,000	\$30,000	Granted
No equipment is included with his transaction.				

