

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of May, 2022 by and between **Hickory Radio LLC** ("Buyer"), and **CSN International** ("Seller").

WHEREAS, Seller currently holds a license issued by the Federal Communications Commission ("FCC" or "Commission") for an FM Translator Station, K287CB (FX), Glenwood, Iowa (FAC# 138708) ("Station" or "K287CB");

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the Station; and

WHEREAS, the Parties agree and understand that prior FCC approval is required to complete this instant transaction.

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, Seller agrees to assign and Buyer agrees to purchase the rights to the Station as follows:
 - (a) Purchase Price. The purchase price to be paid by Buyer to Seller for the Station shall be the sum of **One Hundred Thousand Dollars (\$100,000.00)** ("Purchase Price"). The Purchase Price shall be payable in immediately available funds in the form of cashier's check or wire transfer (whichever Seller instructs to Buyer).
 - (b) Additional Consideration. As additional consideration to this transaction, upon the Closing, the Buyer agrees, for the next ten (10) years, to carry daily (from 7:00-7:30 a.m.) the Pastor Chuck Smith's program "*A Word for Today*" (as delivered by Penfold Communications, Inc.) on KCRO (AM), Omaha, Nebraska, K294DJ (FX), Lincoln, Nebraska and K287CB (once constructed). In addition to the schedule above, the parties agree that Buyer may run, (at its sole discretion), Pastor Smith's program at added times throughout the broadcast day during this term.
 - (c) Deposit. Concurrently with the execution of this Agreement, Buyer shall place in Escrow the sum of **Ten Thousand Dollars (\$10,000.00)** ("Escrow Deposit"). This Escrow Deposit shall be held by John C. Trent, Esq., in the Putbrese Hunsaker & Trent, P.C. non-interest-bearing Attorney Trust Account. Upon the closing of this transaction,

the Escrow Deposit shall be applied to the Purchase Price and promptly released to Seller. Failure by Buyer to close this transaction due to its default, this Escrow Deposit shall constitute "Liquidated Damages" and be forfeited and the Agreement terminated. If, however the transaction fails to close due to the fault of Seller, or by the termination the FCC, then the Deposit shall be returned to Buyer within ten (10) business days of such final denial or failure. Buyer shall have the right to specific performance in the event of Seller's failure to close.

- (d) Closing. Buyer will close the transaction and pay the Purchase Price within ten (10) business days of *initial* FCC approval (the "Closing Date"). Counsel for Seller will prepare and file the necessary FCC assignment application and exhibits to seek FCC approval for the assignment of the License within five (5) business days of the execution of this agreement. Buyer's counsel will fully cooperate with Seller's counsel in the preparation and filing of the application by providing all information needed by Seller's counsel immediately after the execution date hereof.
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 Station. 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 warrants and covenants that they are qualified to be a Commission Licensee and to hold the FCC authorizations which is the subject of this Agreement. The Buyer further represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Station assignment application.
4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Buyer and Seller shall be responsible for their own expenses associated with this Agreement. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees, attorney's fees relating thereto, any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the Station. The Parties agree and understand that there are no brokers involved with this transaction.
5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC nine (9) months from the date written above, then Seller may, so long as it is not in material default, terminate this Agreement. The Parties may, however, agree to an extension upon further written notice signed by both Parties.

6. Construction License Cooperation. If requested by Buyer, Seller agrees to cooperate with Buyer to file and prosecute a Construction Application to locate the Station to a location designated by Buyer. All costs associated with such a filing shall be borne by 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. 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 California. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of California. 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 companies to perform all of the terms hereof.

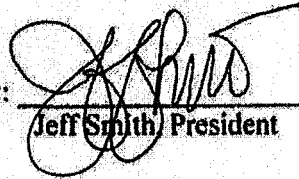
THE NEXT PAGE IS THE SIGNATURE PAGE

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.

SELLER:

CSN International
P.O. Box 890820
Temecula, CA 92589

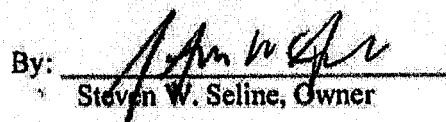
By: _____


Jeff Smith, President

BUYER:

Hickory Radio LLC
111 S. 108th Street
Omaha, NE 68154

By: _____


Steven W. Seline, Owner