

## ASSIGNMENT AGREEMENT

**THIS ASSSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of the 20 day of December 2022 by and between **The Association of Community Resources and News (A.C.O.R.N.), Inc.**, a Utah non-profit company (Entity Number: 1346198-140) herein after ("Assignor") and **Utah Multi-Cultural Radio, Inc.**, a Utah non-profit company (Entity Number: 13072106-0140) herein after ("Assignee") herein after collectively the Parties.

### RECITALS

**WHEREAS**, the Federal Communications Commission (FCC) on July 23, 2003, granted the Assignor the Broadcast License File No. BLL-20021108AAL for KWBR-LP 105.7MHz, St. George, UT (Facility No. 123781), (the "Station");

**WHEREAS**, Assignor desires to assign the KWBR-LP license on the terms and conditions specified herein; and

**WHEREAS**, Assignee desires to accept the KWBR-LP license on the terms and conditions specified herein; and

**WHEREAS**, approval of the Federal Communications Commission (the "FCC") 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. Assignment. Subject to the terms and conditions herein outlined, Assignor agrees to assign, and Assignee agrees to acquire the Broadcast License ("BL") of KWBR-LP as described in Exhibit "A" and all contracts and equipment used or useful in the operation of the radio station "As is, Where is", as follows:
2. Consideration. The Purchase Price for the Broadcast License shall be as described in the Exhibit "B" in cash, check or wire transfer at Closing.
3. Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application (FCC Non Proforma Application for the assignment at the FCC (the "Assignment Application").
4. Closing. The Assignee agrees to pay the Purchase Price (less the Deposit referenced in Paragraph 2 within five (5) business days following the date on which the FCC order (the "Order") approving the assignment of the FCC Permit from the Assignor to the Assignee is granted and becomes a "Final Order"; and provided further, that the parties shall not be obligated

To Assignor: The Association of Community Resources and News (A.C.O.R.N.), Inc.  
157 East Riverside Drive, Suite A  
St. George, Utah 84770  
ATT: Boyd Livingston

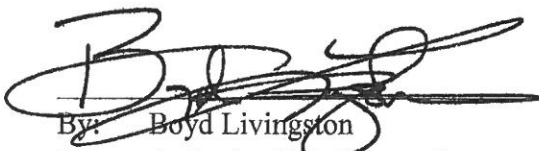
To Assignee: Utah Multi-Cultural Radio, Inc.  
1018 West 540 North  
St. George, Utah 84770  
ATT: Shawn Denevan

12. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreement whether in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties and may be executed in counterpart. The Agreement is to be construed and enforced under the laws of Utah with venue for any action brought to enforce this Agreement in the State or Federal Courts of the State of Utah.

The undersigned represent and warrant that, respectively, they have authority to sign this Agreement and to legally bind themselves and/or entity to perform all the terms hereof.

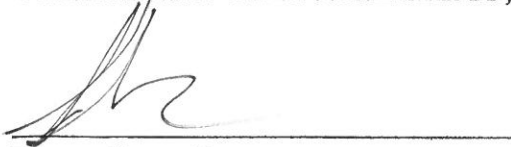
**WHEREFORE**, the parties whose names and addresses appear below have caused this Agreement to be executed by them.

**THE ASSOCIATION OF COMMUNITY RESOURCES AND NEWS (A.C.O.R.N.), INC.**  
- "ASSIGNOR"

  
By: Boyd Livingston  
Its: Authorized Representative

Date: 11/29/2022

**UTAH MULTI-CULTURAL RADIO, INC. - "ASSIGNEE"**

  
By: Shawn Denevan  
Its: President

Date: 12/20/2022

#### **EXHIBIT "B"**

The Purchase price shall be the depreciated value of the equipment of the Assignor of in the amount of Five-Thousand Dollars (\$5,000) payable as follows; a deposit (the "Deposit") of Five-Hundred Dollars (\$500.00) in cash, check or wire transfer upon execution of this Agreement and the balance of Four-thousand Five-hundred Dollars (\$4,500) in cash, check or wire transfer at Closing.