

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 21 day of February 2019 by and between **Calvary Chapel of Southeast Houston, Inc.** ("Buyer"), and **Edgewater Broadcasting, Inc.** ("Seller").

WHEREAS, Seller currently owns an FM Translator issued by the Federal Communications Commission ("FCC" or "Commission"), K217DJ, which is licensed to Kemah, Texas (Facility ID # 92520) ("Station");

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 for this transactions contemplated herein is required.

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 indicated on the attached Attachment A, as follows:
  - (a) Purchase Price. The Purchase Price for the Station shall be as indicated on the attached Attachment A. The Purchase Price shall be payable at Closing via wire transfer.
  - (b) Deposit. No Deposit will be required for this transaction.
  - (c) Closing. Buyer will close the transaction and pay the Purchase Price within ten (10) business days of *initial* FCC approval (the "Closing Date"). Buyer and Seller will jointly prepare and file the necessary FCC Form 345 permit assignment application and exhibits to seek FCC approval for the assignment of the Station License within five (5) business days of the execution of this agreement. Buyer and Seller will fully cooperate in the preparation and filing of the application. Both parties agree that the transaction is contingent on a Construction Permit having received FCC approval, prior to Closing, at a tower site which is acceptable to the Buyer. Buyer and Seller will jointly file the necessary FCC Form 349 using a preparer to be determined and mutually agreed upon by the parties.
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 Permit. Further, the Parties



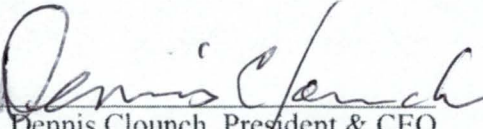
agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

3. FCC Qualifications. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Permittee and to hold the FCC authorizations which is the subject of this Agreement and that the station that the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver request or other extraordinary request for FCC approval. The Buyer represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Permit assignment application.
4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Seller shall be responsible for its attorney's fees and Buyer will be responsible for its attorney's fees. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees and any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the Permit. 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 twelve (12) 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. 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 Texas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Texas. 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.

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.

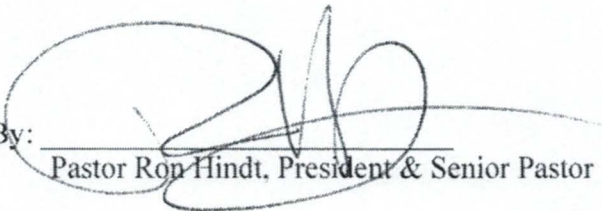
**Edgewater Broadcasting, Inc.**  
160 Gooding Street West  
Twin Falls, ID 83301

By:

  
Dennis Clouch, President & CEO

**Calvary Chapel of Southeast Houston Inc.**  
3700 E FM 528 Rd.  
Friendswood, TX 77546

By:

  
Pastor Ron Hindt, President & Senior Pastor

**ATTACHMENT A**

**License**

<b>Location, Facility ID Number</b>	<b>Total Price</b>	<b>Escrow Deposit</b>	<b>At Closing</b>	<b>Permit Status</b>
K217DJ Kemah, Texas (Facility ID # 92520)	\$60,000	\$0	\$60,000	Licensed
No Equipment				