

## ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT (“Agreement”) dated as of December 15, 2015 by and between Western Slope Communications LLC, a Colorado limited liability company (“Buyer”), with an address c/o Brill & Meisel 845 Third Avenue, New York, New York 10022, and Cimarron Communications Co., LLC, a Colorado limited liability company (“Seller”) with an address c/o Ira A. Gomberg, 360 East 72<sup>nd</sup> Street, Suite #B1109, New York, New York 10021.

### Recitals

WHEREAS Seller has applied for a construction permit from the FCC for the FM translator station as indicated on the attached Addendum A, which application has been granted a Construction Permit (CP) by the FCC;

WHEREAS, Buyer would like to acquire the CP from Seller; and

WHEREAS, Prior FCC approval 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, Seller agrees to assign and Buyer agrees to purchase the Construction Permit as indicated on the attached Addendum A hereto, as follows:

- (a) Purchase Price. The Purchase Price for the Construction Permit 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 Seller a non-refundable deposit as indicated on the attached Addendum A.
- (c) Application. Within five (5) business days after the execution of this Agreement the parties shall jointly file an application for an assignment of the CP with the FCC (the “Assignment Application”).
- (d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within ten (10) business days after approval

of the Assignment Application, whereupon Seller will provide to Buyer an instrument of conveyance suitable to Buyer for the Construction Permit.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof until the grant of approval for assignment by the FCC neither party will seek to transfer or sell, or entertain any offers to buy from third parties, respectively, the Construction 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. 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 or fees associated with the purchase of the CP.

5. 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 The State of Colorado. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Colorado. This Agreement may be executed in counterparts. Facsimile or pdf signatures shall have the same force and affects as original signatures. 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 hereto have caused this Agreement to be executed by them as of the date first above written.

**WESTERN SLOPE COMMUNICATIONS, LLC**

By:   
Allen H. Brill, CEO and Manager

**CIMARRON COMMUNICATIONS CO., LLC**

By:   
Ira A. Gomborg, CEO and Manager

**ADDENDUM A**

**Construction Permit**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>CP Status</b>
K279BY Vail, CO FIN: 148802	\$35,000	\$1,000	\$34,000	Expires 10/23/16