

ASSET PURCHASE AGREEMENT

Edgewater Broadcasting, Inc., herein known as "Buyer" wishes to purchase the FCC FM Translator License (K237DZ Channel 237-FAC ID #147617), herein known as "Translator" in Missoula, Montana, operating on frequency (95.3 mhz) from Sheila Callahan and Friends, Inc, d/b/a Mountain Broadcasting, herein known as "Seller" .

Price:

The seller is selling the Translator for the price of \$40,000 and other consideration and conditions.

Conditions:

The Translator may only be used for non-commercial broadcast for the first five years of operation or remain dormant.

For the first five years after purchase, the Buyer must maintain a site lease, in good standing, with Ravalli County Broadcasters for the Translator.

First Right of Refusal:

If the Translator is to be sold during the first five years, after the purchase, Seller has the first right of refusal at the offered price. The Seller will have two weeks after notice of potential sale to make a decision on the repurchase. If the Seller does not repurchase the Translator, the new buyer will be required to perform all the conditions of this Purchase Agreement or forfeit the license back to the Seller.

Acceptance of offer and filing:

Each party will prepare it's respective portion of the FCC assignment application required in connection with the transfer of ownership. Buyer will be responsible for any FCC filing fees and engineering fees for the assignment of the license.

The Buyer will make a \$1,000 deposit upon accepting the Asset Purchase Agreement. It is refundable if the FCC denies the assignment application. At closing, the \$1,000 will be deducted from the selling price.

Upon the delivery of the \$1000 deposit, the Seller will grant the Buyer use of the Translator to rebroadcast programming in accordance with FCC rules and practice, until the consummation or 90 days, which ever is sooner. As soon as the Buyer begins on air operation, the lease with Ravalli County Broadcasters for their Dean Stone Broadcast Site, must be executed between the parties to operate at the Site. If the assignment is not granted by the FCC the lease will be terminated automatically and the Buyer cease operation of the Translator with in 30 days of notice from the FCC that the assignment will not be granted. The parties though may agree to a permanent lease for the buyer to operate the Translator under the same terms, if both parties agree to do so.

Closing:

Closing will occur within 10 days after the FCC approves the sale of the Translator from the Seller to the Buyer herein, ("Closing Date"). At that time, the Seller will supply the information necessary to complete the consummation report to the FCC to the Buyer to complete the transfer of the Translator license.

Closing Date:

The Buyer will pay \$40,000 for the Translator license less the One Thousand dollar (\$1,000) deposit. Buyer must have a signed lease with Ravalli County Broadcasters herein known as ("Landlord") on the day the Buyer begins installation or begins on air operation, which ever is first. The buyer is also responsible for any Broker fees associated with this transaction.

Miscellaneous:

(a) It is hereby agreed between the parties that in the event any action of law is brought by either party for the enforcement of any of the terms and conditions contained in this Asset Purchase Agreement, or for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees, and all court costs.

(b) This Asset Purchase agreement shall be construed in accordance with the laws of the state of Montana.

(c) If any term of this Asset Purchase Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Asset Purchase Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Asset Purchase Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(d) The persons who have executed this Asset Purchase represent and warrant that they are duly authorized to execute this Asset Purchase Agreement in their individual or representative capacity as indicated.

(e) This Asset Purchase Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together constitute a single instrument.

THE NEXT PAGE IS THE SIGNATURE PAGE

SIGNATURE PAGE TO MISSOULA MONTANA FAC ID 147617
ASSET PURCHASE AGREEMENT

Witness our signatures below:

Seller: Sheila Callahan and Friends, Inc.


Sheila Callahan Murphy, President

Date 3-13-15

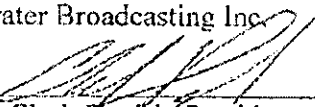
Sheila Callahan and Friends, Inc.
PO Box 309
Missoula, MT 59806

Telephone: (406) 542-1025

Fax: (406) 721-1036

Email: max@mtnbdc.com

Buyer: Edgewater Broadcasting Inc.


Clark Parrish, President

Date 3/13/2015

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

Telephone: (208) 733-3551

Fax: (208) 734-0674

Email: clark@edgewaterbroadcasting.com