

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 12 day of January 2016 by and between **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EB") and **Town and Country Broadcasting, Inc.**, an Ohio S-corporation ("Buyer").

Recitals

WHEREAS EB owns the FM translator License as indicated on the attached addendum "A";

WHEREAS, Buyer would like to obtain the EB License; and

WHEREAS, Prior FCC approve for the transactions 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, EB agrees to assign and Buyer agrees to purchase the License for the FM Translator as indicated on the attached addendum "A" as follows:
 - (a) **Purchase Price.** The Purchase Price for the License 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 EB the non-refundable deposit except as indicated in section five (5) in the amount as indicated on the attached addendum "A".
 - (c) **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
 - (d) **Closing.** After FCC approval of the assignment application, Buyer will pay the balance of the Purchase Price within ten (10) days, as described below (less the deposit referenced in Paragraph 1(b) hereof), whereupon EB will provide to Buyer an instrument of conveyance suitable to the Buyer for the License.

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 license. 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 they are 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 associated with the purchase of the License. Buyer shall also be solely responsible for any and all engineering, amendments, modifications, FCC fees, equipment and its installation associated with the purchase of the License.
5. Broker Fee. Seller agrees to pay CMS Station Brokerage a broker fee.
6. Alternative Facilities. Should the Commission fail to grant to Buyer the License specified herein, a full refund of the deposit is due Buyer within ten (10) days of such final denial by the FCC.
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 Idaho. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Idaho. 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 corporations 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.

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

By: _____

Clark Parrish, President

Town and Country Broadcasting, Inc.
23 East Second Street
Xenia, Ohio 45385

By: _____

William J. Mullins, President

ADDENDUM A

License

Location, Facility ID Number	Total	Deposit	At Closing	Status
Paw Paw, Michigan (FIN: 153190)	\$32,000	\$5,000	\$27,000	Granted
No equipment is to convey with this transaction.				