

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 14th day of December 2010, by and between **Crocodile Broadcasting Corp. Inc.** a Louisiana corporation ("Buyer") and **Extreme Media Group, LLC**, a Georgia LLC ("EMG" or "Seller").

Recitals

WHEREAS, EMG owns the FM translator station, K289AM, Timberlane, Louisiana, as indicated on the attached Addendum "A", which station has been granted a License by the Federal Communications Commission ("FCC" or "Commission"); and

WHEREAS, Buyer would like to obtain the EMG License (the "Assets"); and

WHEREAS, Prior FCC approval 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 are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, EMG agrees to assign and Buyer agrees to purchase the Assets for a new FM Translator station as indicated on the attached Addendum "A", as follows:

(a) Purchase Price. The Purchase Price for the Assets 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 EMG as a deposit the amount as indicated on the attached Addendum "A". In the event of failure by Buyer to close this transaction due to its default, this Deposit shall constitute Liquidated Damages and be permanently forfeited to Seller. If however the transaction fails to close due to the default of EMG or because of the denial of FCC approval of the application for FCC consent to the assignment on Form 345 (the "Assignment Application"), for which neither party is responsible, then the deposit shall be returned to Buyer. Notwithstanding the foregoing, the Parties agree that if the FCC does not approve the Assignment Application and the Modification Application (as defined below) by the 180th day following the execution of this Agreement, through no fault of either party, then Buyer will not be required to close on this Agreement and the Deposit shall be returned to Buyer. Immediately upon execution of this Agreement and receipt of the Deposit, EMG shall permit Buyer to commence simulcasting of KGLA

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(AM) on K289AM for four-hundred fifty dollars (\$450) per month for a period of 180 days or until the FCC grants permission, whichever occurs earlier.

(c) FCC Applications. The Parties agree that within five (5) days after the execution of this Agreement, they shall jointly file and in good faith fully prosecute to grant the Assignment Application. In addition, also within five (5) days after the execution of this Agreement, EMG agrees to file and in good faith fully prosecute to grant the requisite FCC application to relocate the Station to the Buyer's owned tower ASRN 1000007 (the "Tower") and increase its power to 250 Watts (the "Modification Application"). EMG will, prior to filing such Modification Application, submit for the Modification Application for review and approval by Buyer's consulting engineer. Seller agrees to pay for the preparation and filing of the Modification Application.

(d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof and less the amount to be paid to Radio Assist Ministry under Paragraph 6 hereof) within ten (10) business days after approvals of the Assignment Application and the Modification Application shall have both become Final Orders, whereupon EMG will provide to Buyer an instrument of conveyance suitable to Buyer for the Assets. For the purposes of this Agreement, "Final Order" shall mean an Order of the Commission, or its staff pursuant to delegated authority, granting its consent and approval to the assignment of the Assets to Buyer, which Order is no longer subject to timely rehearing, reconsideration or review by the Commission, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, as amended, or the rules and regulations of the Commission.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof EMG will not seek to transfer or sell to, or to entertain any offers to buy from, third parties, the Assets. 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, engineering fees or FCC fees associated with the purchase of the Assets. Seller agrees to pay Invoice # 50778, dated October 6, 2010, from World Radio Link in the amount of \$700.00, unless the Commission denies the Assignment Application or the Modification Application, in which case Buyer will pay the invoice.

5. Warranties. All representations and warranties made by EMG and Buyer shall be true and correct as of the Closing, and the parties shall have complied in all material respects with all terms and conditions of this Agreement.

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6. Prior Obligation. The parties agree that there is one prior obligation to be satisfied in regard to this transaction. EMG agrees that upon FCC approval, by Final Order, of the Assignment Application and the Modification Application, Buyer shall pay this obligation at Closing directly to the following third party. Buyer shall pay, on behalf of EMG, to Radio Assist Ministry Inc. ("RAM"), the sum of Sixty Thousand Dollars (\$60,000.00), in immediately available funds, which amount shall not be released to RAM without a release signed by RAM and EMG.

7. Remedies. In the event of a breach of this Agreement, the parties shall have ten (10) days to cure said breach. Failure to do so will result in the termination of this Agreement. EMG's remedy for such default shall be the Liquidated Damages set forth in Paragraph 1(b). In addition to all remedies available to it under law, Buyer shall specifically have the right to the equitable remedy of Specific Performance, because the Assets are unique and irreplaceable.

8. Representations and Warranties of Buyer.

8.1 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Buyer has full power and authority to own its properties and to transact the business in which it is currently engaged and to perform the obligations required to be performed by it hereunder and to consummate the transactions contemplated hereby. Buyer is duly qualified to do business and is in good standing in every jurisdiction in which the nature of the business conducted by it requires such qualification.

8.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement and the instruments contemplated hereby have been, or as of the Closing Date will be, duly and validly authorized by Buyer and constitute valid and binding agreements of Buyer enforceable in accordance with their terms except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

8.3 No Contravention. The execution, delivery and performance of this Agreement and the other documents to be executed in connection herewith, the consummation of the transactions contemplated hereby and thereby and the compliance with the provisions hereof and thereof by Buyer do not and will not, after the giving of notice, or the lapse of time, or otherwise: (i) conflict with or violate any provisions of the organization documents of Buyer; (ii) result in the breach of, conflict with, or constitute a default under, the provisions of any agreement or other instrument to which Buyer is a party or by which the property of Buyer is bound or affected; or (iii) violate or conflict with any laws, regulations, orders, writs, decrees, injunctions or judgments applicable to Buyer, including FCC regulations, or require any partner consent or consent under applicable law.

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8.4 Litigation. Except for administrative rulemaking or other proceedings of general applicability to the broadcast industry, there is no proceeding or investigation of any nature pending or, to the best of Buyer's knowledge, threatened against or affecting Buyer that would adversely affect Buyer's ability to consummate the transactions contemplated in this Agreement.

9. Representations and Warranties of Seller.

9.1 Organization and Standing. Seller is duly organized, validly existing and in good standing under its jurisdiction of organization. Seller has full power and authority to own and sell or assign the Assets, to transact the business of operating the Station in which it is currently engaged, and to perform all obligations required to be performed by it hereunder and to consummate the transactions contemplated hereby. Seller is duly qualified to do business in each jurisdiction in which the nature of the business conducted by Seller with respect to the Station requires such qualification.

9.2 Authorization and Binding Obligations. The execution, delivery and performance by Seller of this Agreement and the instruments contemplated hereby have been, or will by the Closing Date be, duly and validly authorized by all necessary corporate actions and constitute valid and binding agreements of Seller enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

9.3 No Contravention. The execution, delivery and performance of this Agreement and the other documents to be executed in connection herewith, the consummation of the transactions contemplated hereby and thereby and the compliance with the provisions hereof and thereof by Seller do not: (i) conflict with or violate any provisions of the charter documents or bylaws of Seller; (ii) result in the breach of, constitute a default under, conflict with or result in the termination or alteration of, the provisions of any agreement or other instrument to which Seller is a party or by which the property of Seller is bound or affected, or result in the creation of any Encumbrance upon any of the Assets; or (iii) violate or conflict with any material laws, regulations, orders, writs, injunctions, decrees or judgments applicable to Seller (with respect to the Station) or any of the Assets.

9.4 Title to the Assets. Seller has good, valid and marketable title to, or valid license interests in, the Assets to be sold, assigned or transferred by it hereunder, which in each case as of the Closing shall be free and clear of all mortgages, deeds of trust, security interests, pledges, liens, charges, adverse claims, unsatisfied judgments, and any encumbrances of any kind.

9.5 Litigation; Violations. Except for administrative rulemaking or other proceedings of general applicability to the broadcast industry: (a) there is no proceeding or investigation of any nature pending or threatened against Seller (in relation to the Station), the Assets or affecting the same; and (b) no writ, decree, or similar instrument has been rendered or is pending against Seller which would materially and

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adversely affect the Assets or Seller's ability to perform under this Agreement. There are no claims, actions, suits, inquiries, hearings or investigations pending, or threatened, disputing Seller's ownership of the Assets. Seller has not taken the Station silent for a period in excess of twelve (12) consecutive months.

10. Reports, Fees and Invoices. All reports, other filings and fees currently required to have been filed by Seller with the FCC or with any other federal, state, or local governmental agency with respect to the Assets have been timely filed and complied with and shall continue to be timely filed and be in compliance on a current basis until the Closing Date. All such reports, other filings and fees are (or will be, in the case of future reports or fees) complete and correct as filed in all material respects.

11. Survival; Indemnification

11.1 Survival. The several representations, warranties and covenants of the Parties contained in this Agreement shall be deemed to have been made on the date of this Agreement and on the Closing Date, shall survive the Closing Date and shall remain operative and in full force and effect for a period of two (2) years after the Closing Date.

11.2 Seller's Indemnification. After the Closing, Seller agrees to indemnify, defend and hold Buyer harmless from and against: any and all liabilities, known or unknown, actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable legal and other expenses incident thereto) resulting from causes of action or claims of any kind arising from (a) any untrue representation, breach of warranty, or nonfulfillment of any covenant by Seller contained herein, (b) Seller's operation of the Station and ownership of the Assets prior to Closing, and (c) any and all contracts, agreements, liabilities and obligations of Seller before and after Closing.

11.3 Buyer's Indemnification. After the Closing, Buyer agrees to indemnify, defend and hold Seller harmless from and against: any and all liabilities, known or unknown, actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable legal and other expenses incident thereto) resulting from causes of action or claims of any kind arising from (a) any untrue representation, breach of warranty, or nonfulfillment of any covenant by Buyer contained herein, (b) Buyer's operation of the Station and ownership of the Assets after to Closing, and (c) any and all contracts, agreements, liabilities and obligations of Buyer before and after Closing.

11.4 Exclusive Remedy. After the Closing, the exclusive remedy of the Parties with respect to any claim of the type shall be a claim for indemnification, except in the case of fraud.

12. Conditions To Buyer's Obligation To Close. The obligations of Buyer to purchase the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Buyer):

12.1 FCC Consent. The FCC shall have granted by Final Order the Assignment Application and the Modification Application.

12.2 Transfer of Documents. Buyer shall have received the instruments and other documents (in form and substance reasonably satisfactory to its counsel) required to be delivered to it.

12.3 Accuracy of Representations and Warranties. The representations and warranties made herein by Seller shall be true and correct in all material respects when made and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

12.4 Compliance with Agreement. All of the terms, agreements, covenants and conditions of this Agreement to be performed or complied with by the Buyer on or prior to the Closing shall have been duly performed or complied with.

13. Conditions To Seller's Obligation To Close. The obligations of Seller to sell, transfer, convey and deliver the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions:

13.1 FCC Consent. The FCC shall have granted consent by Final Order to the assignment of the Licenses from Seller to Buyer.

13.2 Consideration. Buyer shall have delivered to Seller the Purchase Price and paid RAM the prior obligation owed to it.

13.3 Accuracy of Representations and Warranties. The representations and warranties made herein by Buyer shall be true and correct in all material respects when made and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

13.4 Compliance with Agreement. All of the terms, agreements, covenants and conditions of this Agreement to be performed or complied with by the Buyer on or prior to the Closing shall have been duly performed or complied with.

14. No Obstructive Proceeding.

14.1 No Litigation. No action, suit, investigation, or proceeding shall have been instituted or be pending against any of the parties to this Agreement or any of their Affiliates before any Governmental or Judicial Authority to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the consummation of the transactions contemplated hereby, which may reasonably be expected to result in a preliminary or permanent injunction against consummating the transactions contemplated hereby or, if the transactions contemplated hereby were consummated, an order to nullify or render ineffective this Agreement or such transactions, or a Material Adverse Effect on Seller's or Buyer's operation of the Station, or any of them. Neither Buyer or Seller are aware of any such action, suit, investigation or proceeding, or the threat of such, as of the date of this Agreement.

14.2 No Governmental Intervention. Neither of the parties to this Agreement shall have received written notice from any Governmental Authority of: (i) its intention to institute any action or proceeding to restrain or enjoin or nullify or render ineffective this Agreement or the transactions contemplated hereby if consummated, or commence any investigation into the consummation of this Agreement and the transactions contemplated hereby; or (ii) the actual commencement of such an investigation.

14.3 No Order. No order, decree or judgment of any Governmental Authority shall be subsisting against any of the Parties which would render it unlawful or materially restrain or limit the Parties' ability, as of the Closing Date, to effect the transactions contemplated hereunder in accordance with the terms hereof or Buyer's ability to operate the Station as presently being conducted or as proposed to be operated by Buyer.

15. Buyer's Officer's Certificate. Buyer shall have delivered a certificate signed by an authorized officer of Buyer, to the effect that the conditions set forth herein have been satisfied.

16. Seller's Officer's Certificate. Seller shall have delivered a certificate signed by an authorized officer of Seller, to the effect that the conditions set forth in herein have been satisfied.

17. Secretary's Certificate. Seller shall have delivered to Buyer (a) a copy of a resolution of the Board of Directors, or other applicable governing body of Seller authorizing the sale of the Broadcasting Assets, and (b) certificates of good standing or the equivalent thereof for Seller for the State of Louisiana (unless waived by Buyer).

18. FCC Matters. On the Closing Date, Seller shall be the owner and holder of the Assets to the extent that such Assets can be owned or held by Seller under the Communications Act, and the FCC License shall be in full force and effect, valid for the balance of the current license term. No party will have acted or failed to act in a manner which resulted in the expiration, revocation, suspension or modification of the FCC License, other than those actions taken to effect the assignment of the License to Buyer.

19. 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 internal laws of Louisiana. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Louisiana. This Agreement may be executed in counterparts.

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. Should notice be required under this Agreement, said notice shall be transmitted by overnight or personal delivery to the addresses and addressees below.

Extreme Media Group, LLC
123 Luckie Street Suite 2313
Atlanta, GA 30303

By:  12/14/18
Steve Hegwood, President/Managing Partner

Crocodile Broadcasting Corp., Inc.
P. O. Box 50790
New Orleans, Louisiana 70150-0790

By _____
Ernesto Schweikert III, President

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. Should notice be required under this Agreement, said notice shall be transmitted by overnight or personal delivery to the addresses and addressees below.

Extreme Media Group, LLC
200 South Church Street
Woodstock, Virginia 22664

By: _____
Steve Hegwood, President/Managing Partner

Crocodile Broadcasting Corp., Inc.
P. O. Box 428
Marrero, Louisiana 70072

By:  _____
Ernesto Schweikert III, President

ADDENDUM A

Licensed

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Timberlane, Louisiana (FIN: 152263) Call Letters K289AM and Other Intangibles	\$80,000	\$10,000	\$70,000 (Including \$60,000 to RAM)	Granted

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