

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 17<sup>th</sup> day of April, 2018 by and between **EDGEWATER BROADCASTING, INC.**, an Idaho not-for-profit corporation ("Edgewater") and **COMBINED COMMUNICATIONS, Inc**, an Oregon Corporation ("CCI").

### Recitals

**WHEREAS**, Edgewater owns the FM Translator Station and License (the "FM Translator Station") as indicated on the attached Addendum A; and

**WHEREAS**, on or about March 11, 2013, Edgewater and CCI entered that certain FM Translator Rebroadcast Agreement ("Rebroadcast Agreement") providing for, among other things, CCI's lease of, and option to purchase, the FM Translator Station;

**WHEREAS**, CCI has exercised its right to purchase the FM Translator Station under the Rebroadcast Agreement and the parties have arrived at a mutually agreed upon purchase price for such purchase; 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, Edgewater agrees to assign and CCI agrees to purchase the FM Translator Station as indicated on the attached Addendum A, as follows:

(a) Purchase Price. The Purchase Price for the Station shall be as indicated on the attached Addendum A.

(b) Deposit. Concurrently with the execution hereof CCI shall pay to Edgewater a non-refundable down payment except as described below in the amount as indicated on the attached Addendum A. The deposit is only refundable if the FCC does not approve the assignment; in all other cases the deposit is non-refundable.

(c) Application. Within five (5) business days after Edgewater receives the Deposit, the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").

(d) Closing. Within ten (10) business days of the FCC's initial grant of this assignment application, the parties will consummate this transaction, as described below, whereupon CCI will pay the balance and Edgewater will provide to CCI an instrument of conveyance suitable to CCI for the FM translator Station.

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 Station. 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. CCI represents warrants and covenants that they are qualified to be a Commission licensee and to hold the FCC authorizations which are the subject of this Agreement.

4. Transfer Fees and Taxes. CCI 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 Station. CCI shall be solely responsible for any and all engineering, amendments, equipment, installation and/or FCC fees associated with the purchase of the Station.

5. No Liens or Encumbrances. Edgewater represents and warrants to CCI that it is the sole and legal owner of the FM Translator Station, including the related FCC license, and has good and marketable title to the FM Translator Station and will transfer the FM Translator Station to CCI free and clear of all liens, encumbrances, claims or matters that would interfere with CCI's ownership of the FM Translator Station.

6. Further Assurances. Each party to this Agreement shall, at the request and expense of the requesting party but without further consideration, execute, acknowledge, deliver and file, or shall cause to be executed, acknowledged, delivered or filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested to consummate the transactions and otherwise fulfill the obligations as contemplated by this Agreement.

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 Oregon. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Oregon. 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: JAY MICHAELS  
Jay Michaels, General Manager

Date: 04/17/2018

**COMBINED COMMUNICATIONS, Inc**  
63088 NE 18<sup>th</sup> Street  
Suite 200  
Bend, Oregon 97701

By: Charles Chackel  
Charles Chackel, President/CEO

Date: 4-14-18

**ADDENDUM A**

**License**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Down Payment</b>	<b>At Closing</b>	<b>License Status</b>
Bend, OR, FAC ID 88016	- \$26,700	\$1,700	\$25,000	Licensed