

## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into as of the 15 day of October 2013 by and between Armida A. Saillé, an Individual ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB").

### Recitals

WHEREAS EB has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the application 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 obtain the EB CP; 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 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 acquire the CP for the FM Translator station as indicated on the attached addendum "A", as follows:
  - (a) Purchase Price. The Purchase Price for the CP shall be as indicated on the attached addendum "A" payable in immediately available funds.
  - (b) Deposit. Concurrently with the execution hereof Buyer has paid to EB a deposit in the amount as indicated on the attached addendum "A": non-refundable unless EB breaches any of its obligations hereunder.
  - (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. Buyer shall pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as indicated in Addendum "A" within Five (5) days after FCC approval of the Assignment Application, whereupon, EB upon buyer's satisfaction of its financial obligation to EB, will provide Buyer an instrument of conveyance satisfactory to Buyer conveying the CP to Buyer.

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 CP. 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. Seller represents and warrants that the CP is valid, and that Seller knows of no reason that the CP cannot be conveyed to Buyer.
4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, engineering fees, assessments or FCC fees associated with the purchase of the CP.
5. Engineering, Equipment & Installation Costs. Buyer shall be solely responsible for any and all engineering fees, equipment and construction costs associated with this station.
6. Broker Fee. Upon close, Buyer agrees to pay CMS Station Brokerage a One Thousand Six Hundred Twenty-Five Dollar (\$1,625) Broker fee for this transaction.
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 Texas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Texas. 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

Armida A. Saillé  
500 Chestnut St. Suite # 1888  
Abilene, TX 79602

By: Armida A. Saillé  
Armida A. Saillé

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

By: [Signature]  
Clark Parrish, President

**ADDENDUM A**

**Construction Permit**

Location, Facility ID Number	Total	Deposit	At Closing	Construction Permit Status
Abilene, Texas (FIN. 153609)	\$32,500	\$10,000	\$22,500	Granted