

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 6th day of October 2015 by and between **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EB") and **Exponent Broadcasting, Inc.**, a Georgia 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 and payment 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. Within ten (10) days of FCC approval of the assignment application, Buyer will pay the balance of the Purchase Price, 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 be solely responsible for any engineering, amendments, equipment, installation and/or FCC fees associated with the purchase of the License.
5. Alternative Facilities. Should the Commission fail to grant to Buyer the License specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due Buyer within thirty (30) days of such final denial by the FCC.
6. Broker Fee. Seller agrees to pay CMS Station Brokerage, Roger Rafson, a Broker Fee of five (5) percent at closing.
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 Georgia. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Georgia. 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

10/7/2015

Exponent Broadcasting, Inc.
134 South Main Street
Jasper, Georgia 30143

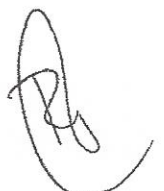
By: _____

Randy Gravley, President

ADDENDUM A

Licensed

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Sandersville, Georgia (FIN: 149151)	\$15,000	\$2,000	\$13,000	Granted
No equipment is to convey with this transaction.				

A handwritten signature in black ink, consisting of a large, stylized 'R' or 'B' followed by a flourish.

1528

WXJO RADIO

A DIVISION OF EXPONENT BROADCASTING, INC.
134 SOUTH MAIN STREET
JASPER, GA 30143
(678) 454-9552

COMMUNITY & SOUTHERN BANK
CARROLLTON, GA 30117



64-1245-611

10/6/2015

PAY TO THE
ORDER OF

Edgewater Broadcasting, Inc.

\$ **2,000.00

Two Thousand and 00/100*****

DOLLARS

Edgewater Broadcasting, Inc.
160 Gooding Street
Suite B
Twin Falls, ID 83301

AUTHORIZED SIGNATURE

MEMO

Sandersville Ga Translator FIN #149151

⑈001528⑈ ⑆061112458⑆ 0152000176⑈

WXJO RADIO

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Edgewater Broadcasting, Inc.

10/6/2015

2,000.00

Bank of Canton-WXJ Sandersville Ga Translator FIN #149151

2,000.00

WXJO RADIO

1528

Edgewater Broadcasting, Inc.

10/6/2015

2,000.00

Bank of Canton-WXJ Sandersville Ga Translator FIN #149151

2,000.00