

## **ASSIGNMENT AGREEMENT**

**This Assignment Agreement** (this "Agreement") is made and entered into as of the 10<sup>th</sup> day of May 2016 by and between **Mountain Community Translators, LLC**, a Wyoming LLC ("Buyer"), and **Cool Radio, LLC**, a Colorado LLC ("CRL").

### **Recitals**

WHEREAS CRL has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout Colorado, 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 CRL CP; 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, CRL 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 CRL a deposit in the amount as indicated on the attached addendum "A"; non-refundable unless CRL breaches any of its obligations hereunder.
  - (c) **Application.** Within one (1) 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 ten (10) days after FCC approval of the Assignment Application, whereupon, CRL upon buyer's satisfaction of its financial obligation to CRL, 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, except as described in Section 7 below, 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. 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 Colorado. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Colorado. 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.
7. 250 Mile AM Translator Window Application. The translator Construction Permit expires on May 10<sup>th</sup>, 2016. An application is concurrently being made to use this translator with Class D AM KWRP(AM) Pueblo, Colorado, Facility ID 69871. An extension of time will be requested to extend the construction permit expiration date. Seller will cooperate with Buyer to file this application as quickly as possible.

**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.

**Mountain Community Translators, LLC**  
87 Jasper Lake Road  
Loveland, Colorado 35510

By:   
Victor A. Michael, Jr. Sole Member

**Cool Radio, LLC**  
2425 Braeburn Avenue  
Flossmoor, IL 60422

By:   
Tom Dobrez, Member