

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 28 day of JULY, 2009 by and between MCC Radio, LLC a Georgia limited liability company ("Buyer") and Northwest Indy Radio, a Washington not-for-profit corporation ("Seller").

### Recitals

WHEREAS, Seller has obtained a construction permit ("CP") issued by the FCC for an FM Translator Station known as K298BD;

WHEREAS, Buyer would like to acquire the Seller's CP for the Translator Station; 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, Seller agrees to assign and Buyer agrees to purchase the CP for a FM Translator Station, known as K298BD, as follows:

- (a) Purchase Price. The Purchase Price for the CP shall be Fifteen Thousand (\$15,000.00) Dollars.
- (b) 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").
- (c) Closing. Seller will provide to Buyer at Closing an instrument of conveyance suitable to Buyer transferring ownership of the CP for the 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 from third parties to buy the CP for the Translator 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. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorizations which are subject to this Agreement.

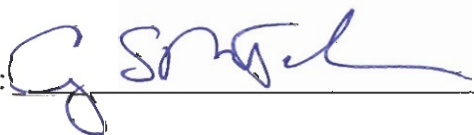
4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or FCC fees associated with the Assignment of the CP.

5. Alternative Facilities. Should the FCC fail to approve the Assignment of the CP specified herein within one (1) year following the date hereof, alternative comparable facilities may be substituted only by the mutual written agreement of the parties hereto. The parties may mutually agree to extend the one (1) year time limitation.


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 in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. 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 entities to perform all of the terms hereof.

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.

MCC Radio, LLC  
725 Broad Street  
Augusta, Georgia 30901

By: \_\_\_\_\_

Northwest Indy Radio  
2708 Hampton Court SE  
Olympia, Washington 98501

By: \_\_\_\_\_  
Stephen P. Lepisto, President