

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 27th day of October, 2016 by and between **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("Seller") and the **Ruben Productions, Inc.**, an Illinois Corporation ("Buyer").

Recitals

A. Seller is the licensee of translator station W221DL, South Haven, Michigan, FAC ID 148907 (the "**Station**"), pursuant to authorizations issued by the Federal Communications Commission (the "**FCC**").

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. The Purchase. Subject to the conditions contained herein, Seller shall sell, transfer, and assign to Buyer, and Buyer agrees to purchase any and all authorizations issued to Seller by the Federal Communications Commission (the "**FCC**") used and useful exclusively in the operation of the Station (the "**Authorizations**") as well as all equipment, used now or purchased for future use by the Station, including but not limited to, the transmitter, antenna, cable and receivers used or held for use exclusively for the operation of the Station (the "**Equipment**") and Seller's engineering data and other intangible personal property used or held for use exclusively in the operation of the Station (the "**Intangible Property**"). The Authorizations, Equipment and Intangible Property shall be collectively referred to as the "**Station Assets**".

2. The Station Relocation. Seller agrees, as part of its obligations under this Agreement, to assist Buyer in relocating the Station to serve as an FM translator for Buyer's AM Station, WKJR, Rantoul, IL, FAC ID 57467 ("**WKJR**"). Seller will consult with Buyer and the parties will cooperate in filing an application to obtain a construction permit (the "**Permit**") for the Station to relocate to a site where it will rebroadcast the signal of WKJR on FM Channel 293 (106.5 MHz) in accordance with FCC rules and regulations (the "**Permit Application**"). Seller will assist Buyer specifically in (a) locating a usable tower site and specifically providing Buyer with contact information for the selected site so Buyer can negotiate its site lease prior to commencement of the construction process; (b) preparing an engineering exhibit to support the Permit Application; (c) construct the Station in accordance with the Permit using generally accepted good engineering practices; and (d) in consultation with Buyer, file an application with the FCC for a license to operate the Station as specified in the Permit (the "**License Application**").

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Seller will keep Buyer fully informed of its progress and allow Buyer to observe and inspect such work. Seller will be solely responsible for the work and expenses involved in filing and diligently prosecuting the Permit Application and the License Application . Seller shall also be solely responsible for all construction and other costs and expenses of relocating the Station, including without limitation the cost of procuring the site lease (which Buyer will enter into in its own name), procuring necessary equipment (including without limitation transmission equipment, simulcast equipment and antennas) and installation and design expenses. Buyer shall be responsible for any lessor lease application and/or structural analysis fees if required for any particular tower site.

3. Purchase Price and Deposit. The Purchase Price for the Station Assets shall be Fifty Five Thousand and No/100ths Dollars (\$55,000.00) payable as follows: (a) upon execution of this Agreement, Buyer will tender to Seller an initial down payment of Five Thousand Dollars (\$5,000.00); (b) Upon grant of the Modification Application, Buyer will tender an additional payment of Fifteen Thousand Dollars (\$15,000.00) to Seller to help cover Seller's expenses in preparing the Permit Application, purchasing equipment and constructing the Station; (c) when the License Application is filed, Buyer will tender to Seller an additional payment of Five Thousand Dollars (\$5,000.00) and Buyer will also execute a Promissory Note in the amount of Thirty Thousand Dollars (\$30,000.00) in favor of Seller which will be payable over a seven year period at an interest rate of 7% per year. The Promissory Note will contain a clause that allows Buyer to prepay the balance of the loan at any time without penalty. Closing will not occur and Seller will not assign the Station Assets to Buyer until the entire Purchase Price has been paid, including satisfaction of the Promissory Note.

4. Assignment 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**"). Buyer and Seller shall prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to: (i) obtain the FCC Consent (as defined herein) as expeditiously as practicable (but neither Buyer nor Seller shall have any obligation to satisfy complainants or the FCC by taking any steps which would have a material adverse effect upon Buyer or Seller); and (ii) obtain any necessary extensions of the FCC Consent until the Closing Date.

5. Modification Application. (a) Buyer and Seller will cooperate in preparing and filing an application for a new construction permit for the Station ("**Modification Application**"), proposing a tower site already agreed upon by Buyer and Seller, designed to allow the Station to serve as an FM Translator for WKJR. The Modification Application will be prepared by Seller for Buyer's review no later than October 29, 2016, and Seller shall file the Modification Application no later than October 30, 2016, with Buyer's consent. Seller shall prosecute the Modification Application with all reasonable diligence and otherwise use its best reasonable efforts to obtain the grant of the Modification Application. In the event the FCC will not or cannot grant the Modification Application or dismisses the Modification Application, the parties will cooperate to amend or file a new Modification Application with a mutually agreeable proposal that will allow the Station to serve as an

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FM Translator for WKJR. Buyer will not agree to proceed on any frequency other than Channel 293, 106.5MHz.

(b) Upon initial grant of the Modification Application, the parties shall cooperate in constructing the Station in accordance with the Permit. Buyer shall have the right to oversee Seller's construction of the Station, including but not limited to, engineering and equipment decisions. The cost of the equipment and construction services shall be the responsibility of Buyer, and those costs have been included in the Purchase Price. Buyer will negotiate, in its own name, the tower lease required to operate the Station at the site agreed upon by the parties and specified in the Permit.

(c) Upon completion of the construction of the Station at the site specified in the Permit, the parties will cooperate in the filing of a License Application with the FCC. Seller will be responsible for completing the technical portion of the License Application and the party holding the FCC Authorization at that time will file the License Application. The FCC filing fee will be paid by the Buyer. If the License Application is granted by the FCC before the Closing, then Buyer and Seller will enter into a Time Brokerage Agreement in substantially the form in Exhibit A, where Seller will retain control of the Station and will agree to rebroadcast the signal of Buyer's Station WKJR.

6. Closing. Except as otherwise mutually agreed upon by Buyer and Seller, the consummation of the transactions contemplated herein (the "Closing") shall occur within five (5) business days after the satisfaction or waiver of each condition to Closing contained in Paragraph 13, below, unless such other date as may be mutually agreed by the parties hereto (the "Closing Date"). Buyer will pay the Purchase Price less the deposit as agreed to after approval of the Assignment Application, and contemporaneously, Seller will provide to Buyer any instrument of conveyance required by Buyer for the transfer of the Station Assets to Buyer.
7. No Liens. The Station Assets shall be transferred to Buyer free and clear of all charges, conditions, community property interests, options, hypothecations, attachments, conditional sales, title retentions, rights of first refusal, debts, security interests, mortgages, trusts, claims, pledges, or other liens, liabilities, encumbrances, or rights of Seller or any other third parties whatsoever.
8. No Assumption of Liabilities. Buyer shall not assume and shall not be liable or responsible for any debt, obligation, or liability of Seller.
9. FCC Consent. It is specifically understood and agreed by Buyer and Seller that the assignment of the Station Assets is expressly conditioned on and is subject to the prior consent and approval of the FCC, including the Media Bureau pursuant to delegated authority, without the imposition of any conditions materially adverse to Buyer with respect to the assignment of the Station Assets from Seller to Buyer as proposed in the Assignment Application.(the "FCC Consent").

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10. 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 the Station Assets from, third parties. 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.
11. FCC Qualifications. Buyer represents, warrants, and covenants that Buyer is qualified to be a Commission licensee and to hold the Authorizations for the Station which are the subject of this Agreement.
12. Seller Representation. Seller is the owner of the Station Assets and is the authorized legal holder of the FCC license to operate the Station to be assigned to Buyer which shall be in full force and effect, in good standing, and shall be unimpaired by any other act or failure to act of Seller or its members, directors, officers, employees, or agents. The FCC license for the Station is not subject to any material adverse restrictions or conditions except those set forth in the license or which apply generally to FM translator station authorizations of its type. There are no facts which, under the Communications Act of 1934, as amended (the "Communications Act"), or the existing rules and regulations of the FCC, would disqualify Seller as assignor of the Authorizations.
13. Conditions Precedent to Closing. The obligations of the parties to consummate the purchase and sale of the Station Assets as contemplated by this Agreement and subject to fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent a party may waive its right to require the other party to fulfill an obligation that would benefit the party executing the waiver: (a) the representations and warranties of Buyer and Seller shall remain true and correct from the date hereof until the Closing; (b) the parties shall have obtained by Final Order, the FCC Consent approving the Assignment Application; (c) the Permit to relocate and construct the Station to serve as an FM Translator for WKJR shall have been granted; (d) the License Application for the Station to operate as an FM Translator for WKJR shall have been granted by the FCC by a Final Order; (e) the Buyer shall have tendered all of the Purchase Price to Seller including all funds owed under the Promissory Note.
14. Termination. This Agreement may be terminated at any time prior to Closing as follows:
 - (a) Upon the mutual written agreement of Buyer and Seller, this Agreement may be terminated on such terms and conditions as so agreed; or
 - (b) By written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or defaults in any material respect in the observance or in the due and timely performance of any of its covenants or agreements herein contained or required hereby and such breach or default is not cured within thirty (30) days of the date of notice of breach or default served by Buyer; or

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- (c) By written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or defaults in any material respect in the observance or in the due and timely performance of any of its covenants or agreements herein contained or required hereby and such breach or default is not cured within thirty (30) days of the date of notice of breach or default served by Seller; or
- (d) Notwithstanding the foregoing, no party hereto may effect a termination hereof if such party is in material default or breach of this Agreement.

In the event of a termination where Buyer is not in default and Buyer has already made the \$15,000 payment required upon grant of the Modification and Assignment Application, then Seller will deliver to Buyer and Buyer shall be entitled to take possession of the equipment purchased for construction of the Station with those funds.

15. 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 Illinois. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Illinois. 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. For purposes of this Agreement, a "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.
16. Notices. Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Seller, by notifying Buyer, and in the case of Buyer, by notifying Seller:

- (a) To Seller:

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Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, ID 83301
Attn: Clark Parrish

(b) To Buyer:

Ruben's Productions, Inc.
1655 Ravine Lane, Unit A
Carpentersville, IL 60110
Attn: Ruben Acevedo

with a copy which shall not constitute notice to"

Scott C. Cinnamon
Law Offices of Scott C. Cinnamon, PLLC
1250 Connecticut Ave., # 200-144
Washington, DC 20036
Email: scott@cinnamonlaw.com

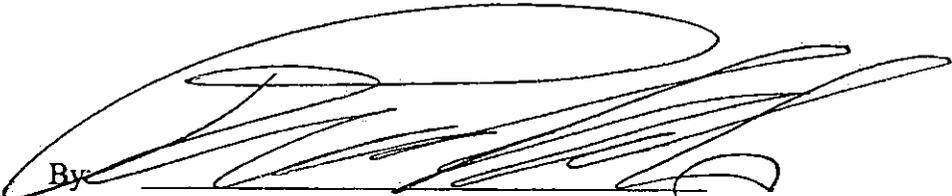
17. Fees and Expenses. Except as otherwise expressly set forth in this Agreement, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement and the fees and disbursements of counsel and other advisors.
18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic mail delivered .pdf format copies of this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

THE NEXT PAGE IS THE SIGNATURE PAGE

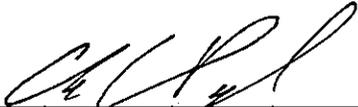
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WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

RUBEN'S PRODUCTIONS, INC.

By: 
Ruben Acevedo, CEO

EDGEWATER BROADCASTING, INC.

By: 
Clark Parrish, President

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Exhibit A
Time Brokerage Agreement

This Time Brokerage Agreement is made and entered into as of this 2nd day of November 2016, by and between Edgewater Broadcasting, Inc., ("Licensee") and Ruben Productions, Inc., ("Broker").

WHEREAS, Licensee owns and operates FM Translator Station W221DL, South Haven, MI, Facility ID No. 148907 (the "Station") pursuant to licenses issued by the Federal Communications Commission ("Commission" or "FCC"); and

WHEREAS, Broker is the licensee of AM Station WKJR, Rantoul, IL, Facility ID No. 57467 ("WKJR"); and

WHEREAS, the parties have entered into an Asset Purchase Agreement dated as October 27th, 2016, whereby Broker agrees to purchase the Station from Licensee in accordance with the terms and conditions thereof (the "Purchase Agreement"); and

WHEREAS, Licensee wishes to rebroadcast the signal of WKJR over the Station in accordance with FCC rules and procedures until the Closing of the sale of the Station to Broker;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall expire on the earlier of (a) the consummation of the transaction contemplated by the Purchase Agreement, (b) the termination of the Purchase Agreement pursuant to its terms, or (c) upon the mutual consent of the parties. Throughout the term of this Agreement, Licensee agrees to make broadcasting transmission facilities available to Broker and to rebroadcast the programming of WKJR on the Station as set forth in paragraph 2. For purposes of this Agreement, the Effective Date shall be the date that the Station files its License Application to rebroadcast the signal of WKJR and successfully commences the rebroadcast of WKJR.

2. **Programming.** During the Term, Broker shall provide twenty-four (24) hours of daily programming from the WKJR (or from such other broadcast station as BROKER may reasonably designate, so long as the retransmission of the programming of such other station is permissible under FCC rules) (the "Programming") for retransmission on the Station. The Station shall rebroadcast the Programming in its entirety without modification subject to the terms of this Agreement and Edgewater's obligations under the Communications Act of 1934, as amended (the "Act"), and all rules and published policies of the FCC. If, during the Term, the rules and policies of the FCC then in effect would permit the Station to transmit material other than retransmitted audio material, Broker may designate any such permitted material for transmission on the Station, and such material shall be considered the Programming for the purposes of this Agreement.

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3. Programs. Broker shall ensure that the Programming complies with FCC rules and policies and other applicable law, and complies with Licensee's program standards as in effect from time to time. Broker shall ensure that the Programming includes proper station identification announcements in accordance with FCC rules and regulations. Broker shall cooperate with Licensee with respect to compliance with applicable FCC rules and policies. Broker shall not knowingly broadcast any Programming that disparages or otherwise harms the reputation of Licensee, the Station, or any of Licensee's employees.

4. Rebroadcast Consent. During the Term, Broker hereby grants to Licensee permission to rebroadcast the Programming over the Station, provided that the Station's 60 dBu service contour shall not extend outside of the 2 m/v service contour of the WKJR. Broker shall provide Licensee with a separate letter evidencing its consent to Licensee's rebroadcast of the Programming.

5. Facilities. Broker shall deliver the Programming to the Station's transmission facilities in a manner consistent with the rules and regulations of the FCC.

6. Control. Notwithstanding anything herein to the contrary, at all times Licensee shall have control over the Station. If Licensee determines, in the exercise of Licensee's reasonable discretion, that any Programming (or advertising therein) is for any reason unsatisfactory, unsuitable or contract to the public interest, Licensee may, upon prior written notice to Broker (to the extent time permits such notice or, in any event, as soon as possible), reject, preempt, suspend, or cancel the rebroadcast of such material without incurring liability to Broker. In such an event, Licensee's sole option shall be to temporarily suspend operations. Under no circumstance shall Licensee replace the Programming with programming from any other source. Broker shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station. Licensee shall operate the Station in all material respects with the maximum facilities authorized by the Station's FCC license or other valid FCC authorization and otherwise in compliance with the Act and the rules and published policies of the FCC. Licensee shall not intentionally reduce the Station's power or cause the Station to cease operations unless (i) required under the rules and published policies of the FCC, (ii) necessary for routine maintenance of the Station or for other facilities at the Station's tower sites, or (iii) approved by Broker in its reasonable discretion.

7. Expenses. During the Term, Broker shall reimburse Licensee for all expenses incurred by Licensee in the operation of the Station, including but not limited to, electricity, equipment repair and subscription fees. Broker shall be responsible for entering into and maintaining in full force and effect, the lease for the tower and transmitter site for the Station.

8. Termination.

- a. Generally. This Agreement may be terminated by either Licensee or Broker (unless otherwise specified herein) by written notice to the other, if the party seeking to terminate is not then in material breach of any representation, warranty, covenant or other obligation hereunder, upon the occurrence of any of the following:

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- i. The mutual consent of both parties;
- ii. By either party, if the other party fails to perform its obligations under this Agreement in any material respect or breaches the representations made by it under this Agreement in any material respect, and such breach or default continues for a period of ten (10) business days (or longer as reasonably necessary to cure said breach) after the non-defaulting party provides the defaulting party written notice thereof;
- iii. This Agreement is declared invalid or illegal in whole or material part by an order or decree of an administrative agency or court of competent jurisdiction and this Agreement cannot be reformed, in a manner reasonably acceptable to Broker and Licensee, to remove and/or eliminate the violation;
- iv. A change in FCC rules, policies, or precedent that would cause this Agreement to be in violation thereof and this Agreement cannot be reformed, in a manner reasonably acceptable to Broker and Licensee, to remove and/or eliminate the violation;
- v. By Broker, if the FCC cancels or materially alters the terms of the license for the Station;
- vi. By Broker, upon implementation by Licensee of any modification of the operating parameters of the Station, if Broker fails to approve such modification; or
- vii. The acquisition of the Station by Broker.

b. Breach by Broker. If Licensee notifies Broker of its failure to comply with any of the terms of this Agreement, the Promissory Note or the Purchase Agreement, and Broker does not cure the defect or deficiency within thirty (30) days, then Licensee may terminate this Agreement as a result of Broker's default.

c. Breach by Licensee. If Broker notifies Licensee of its failure to comply with any of the terms of this Agreement, the Promissory Note or the Purchase Agreement, and Licensee does not cure the defect or deficiency within thirty (30) days, then Broker may terminate this Agreement as a result of Licensee's default.

d. Early Termination. In the event that this Agreement is terminated prior to the end of the Initial Term for any reason other than the breach of this Agreement by Broker, Licensee shall assign to Broker ownership of all the Station equipment purchased at Broker's expense.

e. Continued Liability. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior thereto.

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f. Force Majeure. Any failure or impairment of the facilities of WKJR or the Station or any delay or interruption in the broadcast of programs, or failure at any time to furnish programming, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of either party, or for power reductions necessitated for maintenance of the Station or WKJR for maintenance of other radio or television broadcast stations located on the tower from which the Station is broadcasting, shall not constitute a breach of any representation, warranty, covenant or other obligation under this Agreement.

9. Indemnification. Each party shall indemnify and hold harmless the other party, and its directors, officers, employees, agents and affiliates, from and against any and all liability pertaining to this Translator, including without limitation all consequential damages and attorney's fees, arising out of or incident to this Agreement. Without limiting the generality of the foregoing, Broker shall indemnify and hold harmless Licensee from any claims that the Programming violates third party rights, including, without limitation, the rights of publicity and privacy. If this Agreement is challenged by or before the FCC, Broker and Licensee shall use commercially reasonable efforts to jointly defend this Agreement and the parties' performance hereunder. Under no circumstances shall either party be obligated to seek reconsideration of any adverse FCC decision. Each party shall bear its own expenses incurred by it for such defense, including counsel fees and expenses. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after expiration of the Term or any termination of this Agreement in accordance with its terms. Any claim for indemnification under this section for a breach of a representation or warranty must be made in writing on or before expiration of that one-year period.

10. Representations and Warranties. Broker and Licensee each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station is located, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party, and that they each will comply with all applicable laws, rules, and regulations. During the Term of this Agreement, neither Licensee nor Broker will enter into any other agreement with any third party that would conflict with or result in a breach of this Agreement by Licensee or Broker. Licensee certifies that the Station will be in material compliance with FCC rules and regulations.

11. Notices. Notices under this Agreement shall be (a) in writing, (b) delivered by personal delivery (charges prepaid), by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the written confirmation, and (d) addressed as follows:

if to Licensee: Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, ID 83301
Attention: Clark Parrish, President

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if to Broker: Ruben Productions, Inc.
1655 Ravine Lane, Unit A
Carpentersville, IL 60110
Attn: Ruben Acevedo

with a copy which shall not constitute notice to”

Scott C. Cinnamon
Law Offices of Scott C. Cinnamon, PLLC
1250 Connecticut Ave., # 200-144
Washington, DC 20036
Email: scott@cinnamonlaw.com

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this section.

12. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC raises a substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and applicable FCC rules and published policies, while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

13. **Remedies.** In the event that any party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. If either party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney’s fees.

14. **Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably denied; provided, that Broker may assign its rights and obligations under this Agreement at any time to any subsidiary of Broker, to any other party under common control with Broker, or to any party that acquires WKJR, and that Licensee may assign its rights and obligations under this Agreement at any time to any party that (i) is the FCC licensee of the Station and (ii) is a subsidiary of Licensee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. **Miscellaneous.** This Agreement is subject to the applicable rules and policies of the FCC (some of which are the subject of a pending rulemaking proceeding) and other applicable law. This Agreement shall be governed by the laws of the State of Illinois without regard to principles

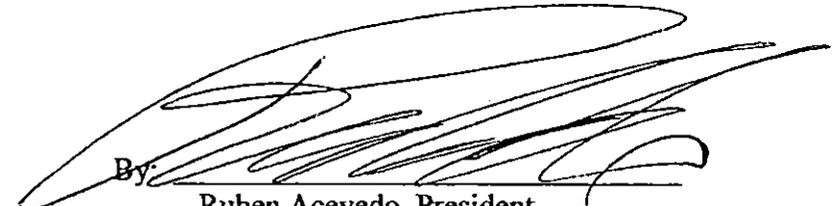
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of conflicts of laws. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original, and facsimile or electronically-delivered signatures shall be sufficient to make this Agreement binding. This Agreement (including the Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect hereto. No amendment to this Agreement or waiver of any provision of this Agreement will be effective unless evidenced by an instrument in writing signed by the parties. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in any party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver. Neither party shall be deemed to be the agent, partner, or representative of the other party. All capitalized terms not otherwise defined in this Agreement shall have the same meaning as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

Broker:

Ruben Productions, Inc.

By: 
Ruben Acevedo, President

Licensee:

Edgewater Broadcasting, Inc.

By: 
Clark Parrish, President

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