

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 7th day of July, 2016 by and between **WJER Radio, LLC** ("Buyer"), and **CSN International** ("Seller").

WHEREAS, Seller currently holds a construction permit ("Permit") issued by the Federal Communications Commission ("FCC" or "Commission") for an FM Translator Station, W260CP, Angola, Indiana (FAC# 157042)("Station");

WHEREAS, Buyer would like to obtain from the Seller its rights and interest in the Permit; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transactions contemplated herein is required.

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 rights to the Permit for a new Station as indicated on the attached Attachment A, as follows:
 - (a) Purchase Price. The Purchase Price for the Permit shall be as indicated on the attached Attachment A. The Purchase Price shall be payable in immediately available funds in the form of cashier's check or wire transfer (whichever Seller instructs to Buyer).
 - (b) Deposit. Concurrently with the execution of this Agreement, Buyer shall place in Escrow the sum of Five Thousand Dollars (\$5,000.00) ("Escrow Deposit"). This Escrow Deposit shall be held by John C. Trent, Esq., in the Putbrese Hunsaker & Trent, P.C. Attorney Trust Account. Upon the closing of this transaction, the Escrow Deposit shall be promptly released to Seller. Failure by Buyer to close this transaction due to its default, this Escrow Deposit shall constitute "Liquidated Damages" and be forfeited and the Agreement terminated. If however the transaction fails to close due to the fault of Seller, or by the termination the FCC, then the Deposit shall be returned to Buyer within ten (10) business days of such final denial or failure. Buyer shall have the right to specific performance in the event of Seller's failure to close.

- (c) Closing. Buyer will close the transaction and pay the Purchase Price within ten (10) business days of *initial* FCC approval (the “Closing Date”). Seller will prepare and file the necessary FCC Form 345 permit assignment application and exhibits to seek FCC approval for the assignment of the Permit within five (5) days of the execution of this agreement. Buyer will fully cooperate with Seller in the preparation and filing of the application.
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 Permit. 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. Seller and Buyer represent warrants and covenants that they are qualified to be a Commission Permittee and to hold the FCC authorizations which is the subject of this Agreement and that the station that the Buyer proposes to rebroadcast in connection with the FCC Form 345 application may be rebroadcast under the rules and regulations of the FCC without the need for a waiver request or other extraordinary request for FCC approval. The Buyer represents and warrants that it knows of no reason any party would petition the FCC to deny the proposed Permit assignment application.
4. Attorney Fees, Transfer Fees, Taxes and Broker Fees. Buyer shall be solely responsible for the timely and immediate payment of any FCC filing fees, attorney’s fees relating thereto, any transfer fees, transfer taxes, or other taxes and assessments associated with the purchase of the Permit. The Parties agree and understand that there are no brokers involved with this transaction.
5. Upset Date. If the assignment application contemplated herein has not been approved by the FCC nine (9) months from the date written above, then Seller may, so long as it is not in material default, terminate this Agreement. The Parties may, however, agree to an extension upon further written notice signed by both Parties.
6. Construction Permit Cooperation. The Parties agree that in the event the Buyer should wish to file for the 250-Mile window for the relocation of the Station, Seller gives consent to Buyer to file a contingent application to relocate the Station to the AM Station designated by Buyer. All cost associated with the preparation and filing of FCC Form 349 shall be borne by Buyer.
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 California. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of California. 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 companies to perform all of the terms hereof.

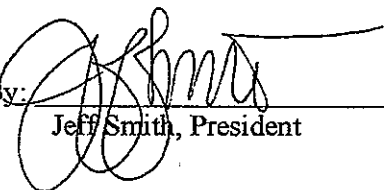
8. Conflict Waiver. The Parties have requested John C. Trent, Esquire to prepare and file all of the necessary documents with the Federal Communications Commission to transfer the Station license to Buyer. The Parties recognize that by doing that he will be working for each side. Notwithstanding that fact, the Parties agree that it is in their best interest to have Mr. Trent do this work and as such the Parties do hereby agree and waive any conflict of interest claim associated with Mr. Trent's work in this matter.

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.

CSN International

P.O. Box 890820
Temecula, CA 92589

By: 
Jeff Smith, President

WJER Radio, LLC

645 Boulevard
Dover, OH 44622

By: _____
Gary A. Petricola, President

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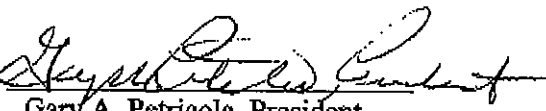
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ATTACHMENT A

Permit

Location, Facility ID Number	Total	Escrow Deposit	At Closing	Permit Status
W260CP, Angola, IN (FAC: 157042)	\$40,000	\$5,000	\$35,000 (for total of \$40,000 with Escrow Deposit)	Permit Granted Expires 01/15/2017
No Equipment				