

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into this 30<sup>th</sup> day of August 2012 ("Effective Date") by and between Enterprise City, a Utah municipal corporation ("ECU"), 375 South 200 East, Enterprise, Utah 84725 (the "Assignor") and Dixie State College of Utah, a political subdivision of the State of Utah ("DSCU"), 225 East 700 South, St. George, Utah 84770 (the "Assignee").

### RECITALS

**WHEREAS**, ECU has been granted a license by the Federal Communications Commission ("FCC") for FM Translator Broadcast Station K293AF, Enterprise, Utah, (Facility No. 19621), File No. BLFT-19950918TL (the "Translator License");

**WHEREAS**, DSCU desires to acquire the FM Translator Broadcast Station license on the terms and conditions specified herein;

**WHEREAS**, approval of the Federal Communications Commission for the transaction 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. **ECU Assignment.** Subject to the conditions contained herein Enterprise agrees to assign and DSCU agrees to acquire the Enterprise FM Translator Broadcast Station License, (**Exhibit "A"**), as follows:

(a) **Consideration.** As good and valuable consideration for FM Translator Broadcast Station K293AF, 106.5MHz, Enterprise, Utah, (FCC Facility No. 19621), DSCU agrees to broadcast on its FM Radio Station KXDS(FM) 91.3MHz, (FCC Facility No. 172065), a two (2) minute digitally pre-recorded weekly update produced by Enterprise High School or such other producer as may be determined by Enterprise City, and DSCU agrees to broadcast the digitally produced program known as the "Enterprise Weekly Update" twice weekly during the daytime hours (7:00AM – 6:00PM) and provide any required editing of the program at no cost to ECU.

(b) **Content and Production of the Enterprise Weekly Program Update.** Enterprise High School or any other program producer as determined by ECU shall provide the content for the Enterprise Weekly Update program which shall include, but not be limited to, current and upcoming events concerning the Enterprise area and Enterprise High School. ECU shall be responsible for providing the content; however, DSCU shall have the right to not air content which does not comply with local, state or federal rules, policies or regulations.

(c) **Broadcast Term.** The initial broadcast term of this agreement for which DSCU

agrees to broadcast the Enterprise Weekly Update program shall be five (5) years from the Effective Date of this Agreement (“Initial Term”). Subsequent periods of weekly program broadcasts shall be mutually determined by the parties hereto within ninety-days (90) days of the expiration of the initial term. In the event, there is no determination, DSCU shall be deemed to have completed its obligation to compete under this agreement.

2. **Conditions.** ECU represents the FM Translator Broadcast Station license is valid and in good standing issued by the Federal Communications Commission attached as (Exhibit “A”)

a. DSCU understands and acknowledges it is responsible for securing its own tower site and lease if any.

b. DSCU understands and acknowledges there is to be no equipment conveyed under this agreement.

c. DSCU further acknowledges and agrees that any further expenses incurred for the assignment from ECU to DSCU including engineering costs, legal fees and FCC fees except as provided herein are the sole responsibility of DSCU.

3. **Representations, Warranties and Covenants.**

a. 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.

b. The parties represent, warrant and covenant that each is qualified and authorized to enter into this transaction.

c. Each party represents it has had the opportunity to have legal counsel review this Agreement and the action contemplated under this Agreement. Cost of legal representation shall be borne by each party which incurred the expense.

d. DSCU agrees to pay the FCC filings fees and any additional fees associated with the assignment application contemplated under his Agreement.

4. **Exclusivity and Confidentiality.** The parties herein agree to keep confidential the terms on conditions of this Agreement, except with respect to any disclosure required by law including but not limited to the FCC rules and regulations.

5. **Notices.** All correspondence or notice required or desired to be given under this Agreement shall be deemed given when delivered to the US Postal Service, pre-paid First Class mail, to the address listed below.

Enterprise City  
375 South 200 East, P.O. Box 340  
Enterprise, Utah 84725  
ATT: Adam Bowler, City Administrator

Dixie State College of Utah  
225 South 700 East  
St. George, Utah 84770  
ATT: William J. Christensen, Dean, School of Business & Communications

6. **Miscellaneous.** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior Agreement with respect thereto whether oral or in writing. 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 Utah. Venue for any action brought to enforce this Agreement is exclusively in the state courts located in the State of Utah.

In the event either party fails to perform its obligations under this Agreement, the party which has breached its performance obligations shall be notified by the opposing party. The failing party shall have ten (10) business days in which to remedy the breach following the date of notification. Failure to correct a breach of this Agreement shall not constitute a right of reversion under the law. Both parties acknowledge that FCC authorizations are held in perpetuity by the United States of America (“USA”) and administered in the public interest by the Federal Communications Commission (“FCC”).

In the event that any provision, section or paragraph of this Agreement is determined to be invalid, or unenforceable, the remaining provisions, sections, or paragraphs shall remain in full force and effect.

This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have authority to sign this Agreement and to legally bind their respective entities to perform all of the terms hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNOR: Enterprise City**, a Utah municipal corporation

\_\_\_\_\_  
By: Lee Bracken  
Its: Mayor

**ASSIGNEE: Dixie State College of Utah**, a political subdivision of the State of Utah

\_\_\_\_\_  
By: William J. Christensen  
Its: Dean, School of Business and Communications

## **Exhibit “A”**

FM Translator Broadcast Station K293AF, 106.5MHz, Enterprise, Utah  
(Facility No. 19621), FCC License File No. BLFT-19950918TL