

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 19<sup>th</sup> day of September 2008 by and between Tri-State Broadcasting, LLC, an Idaho limited liability company in good standing ("**Buyer**"), and Max T. Nichols, an Individual ("**Seller**").

### Recitals

**WHEREAS**, Seller has been granted construction permit issued by the FCC for a new FM translator station as described in Addendum A attached hereto (the "Construction Permit");

**WHEREAS**, Buyer desires to purchase the Seller's Construction Permit; and

**WHEREAS**, FCC approval is required for the proposed transactions contemplated hereunder.

### 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 terms and conditions herein outlined, Seller agrees to assign and Buyer agrees to purchase the Construction Permit ("CP") for the new FM Translator station as listed in Addendum A attached hereto under terms and conditions as follows:

(a) Purchase Price. The Purchase Price for the CP shall be as indicated in Addendum A payable in immediately available funds.

(b) Deposit. Concurrently with the execution hereof Buyer shall pay to Seller a non-refundable deposit in the amount described in Addendum A.

(c) Application. Within five (5) business days after the execution of this Agreement the parties shall jointly file an application (FCC Form 345) with the FCC for the assignment of the CP (the "Assignment Application").

(d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within ten (10) business days after the date on which the FCC publishes public notice of the approval of the assignment and the approval becomes a "Final Order"; and *provided further*, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to Buyer or Seller; or (2)

the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term “Final Order” shall mean a final order of the Commission which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition or notice of appeal or for review by the Commission, and for any reconsideration, stay or setting aside by the Commission on its own motion or initiative, has expired. Upon Closing, Seller will provide to Buyer an instrument of conveyance suitable to Buyer for the CP.

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.

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 the subject of 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 except FCC fees associated with the purchase of the CP’s shall be split 50/50. Buyer agrees to pay the FCC filing fee and deduct at Closing Seller’s portion.

5. Deposit. Should the Commission revoke or refuse to approve the transfer of the CP specified herein, the Seller shall credit to the Buyer the amount of the deposit toward the purchase of any other CP as provided herein, or in the alternative refund the full amount of the deposit within ten (10) days of such final denial by the FCC.

6. Modification Application. Seller agrees to cooperate with Buyer in the filing of a modification application (FCC Form 346) for modification of the Permits (the “Modification Applications”). All costs and expenses incurred by Seller in conjunction with the preparation, review, filing, and prosecution of the Modification Applications shall be paid or reimbursed by Buyer.

7. Legal Notice. Upon the filing of the assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such legal notice concerning the filing as may be required by the FCC Rules. Seller shall provide Buyer with evidence of Seller's compliance with the legal notice requirements.

8. Miscellaneous. Buyer may assign its rights, duties and obligations upon notice to Seller and delivery to Seller of a representation from the proposed assignee that, to the best of its knowledge, it is qualified to be an FCC licensee and that it will use its best efforts to perform Buyer’s obligations under this Agreement. In the event the Agreement is assigned by Buyer, Buyer shall nevertheless remain liable for performance under this Agreement of the obligations assigned to the assignee. 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 Utah. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Utah. 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 themselves and or company 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.

**MAX T. NICHOLS – “SELLER”**

P.O. Box 342  
104 Highway 34  
Grace, Idaho 83241

ss/ Max T. Nichols  
By: Max T. Nichols, An individual

**TRI-STATE BROADCASTING, LLC. – “BUYER”**

P.O. Box 340  
24681 Highway 89  
Montpelier, Idaho 84770

ss/ Keith Martindale  
By: Keith Martindale, Manager

**ADDENDUM A**

**Construction Permit**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>CP Status</b>
K269FQ, Montpelier, Idaho (Facility ID: 146563)	\$5,000	\$500	\$4,500	Granted Expires 8/13/2011