

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 28th day of July 2016 by and between **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EB") and **NPG Licenses, LLC**, a Missouri Limited Liability Corporation ("Buyer").

Recitals

WHEREAS EB owns the FM translator Construction Permit (the "Permit") as indicated on the attached Addendum "A";

WHEREAS, Buyer would like to obtain the EB Permit;

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required; and

WHEREAS, this Agreement is specifically entered into by Buyer for the purpose of effectuating a relocation of the facility authorized by the Permit pursuant to the 250 mile move process described by the FCC in *Revitalization of the AM Service*, MB Docket No. 13-249, First Report and Order, Further Notice of Proposed Rule Making, and Notice of Inquiry, FCC 15-142 (rel. Oct. 23, 2015) and the related Public Notice released in DA 1491 (rel. Dec. 23, 2015) announcing that certain FM translator filing window opened January 29, 2016 (the "AM Revitalization Proceeding").

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, EB agrees to assign and Buyer agrees to purchase the Permit for the FM Translator as indicated on the attached addendum "A" as follows:
 - (a) Purchase Price. The Purchase Price for the Permit shall be as indicated on the attached addendum "A".
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to EB a deposit payment in the amount as indicated on the attached addendum "A". The deposit is 100% refundable if the FCC does not approve the assignment to the Buyer or if Buyer is ready for the Minor Modification to be filed and Seller does not file the Modification Application by the deadline set forth in 1(d) below. The deposit is not

refundable if the FCC approves the FCC assignment and the Buyer fails to close.

- (c) Assignment Application. Within three (3) days after the execution of this agreement, the parties shall jointly file an application for assignment of the Permit to Buyer with the FCC (the "Assignment Application").
 - (d) Modification Application. No later than 11:59 PM ET on July 28, 2016 (i) the Seller shall file, or cause to be filed, an application for modification of the Permit in accordance with the rules and procedures set forth in the AM Revitalization Order (the "Modification Application"), seeking to relocate the facility authorized by the Permit to a location of Buyer's choosing for the rebroadcast of Buyer's affiliate's station KRDO(AM), Colorado Springs, CO, and (ii) the parties shall cooperate to make the necessary filings to request a "Tolling" waiver with respect to the Permit. The filing of the Modification Application and Tolling waiver request shall be subject to the prior approval of Buyer and Seller. Buyer agrees to provide, at Buyer's cost, a channel study to determine an available channel in the new location, a coverage map of the selected channel at the desired channel location, including the engineering study required by the FCC.
 - (e) Closing. Within ten (10) days of the later of (i) FCC approval of the Assignment Application or (ii) FCC approval of the Modification Application, the parties will consummate the transaction (the "Closing"), as described below, whereupon Buyer will pay the balance and EB will provide to Buyer an instrument of conveyance suitable to the Buyer for the Permit. Seller agrees to execute and deliver such instruments of conveyance or other documents as shall be reasonably requested by Buyer and/or Buyer's legal counsel.
- 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. Buyer FCC Qualifications. Buyer represents warrants and covenants that they are qualified to be a Commission licensee and to hold the Permit which is the subject of this Agreement.
 - 4. Seller Authority. Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a corporation duly organized, validly existing and in good standing under the laws of its state of organization; (ii) Seller has the power and authority to execute and deliver this

Agreement and to consummate the transactions contemplated hereby; (iii) Seller lawfully holds the Permit.

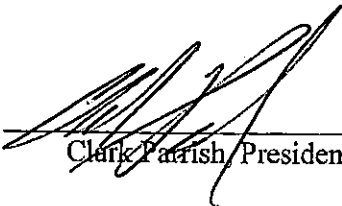
5. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments associated with the purchase of the Permit. Buyer shall be solely responsible for any engineering, amendments, equipment, installation and/or FCC fees associated with the purchase of the Permit.
6. Termination. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (a) if, on or prior to the date of the Closing, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price required by Section 1(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period); (b) if the FCC approval of the Assignment Application or Modification Application has not been granted prior to the expiration of 12 months following the date of this Agreement; or (c) if the Assignment Application or Modification Application is denied by the FCC and such denial shall have become a final order.
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 Colorado. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Colorado. This Agreement may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement. 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.

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.

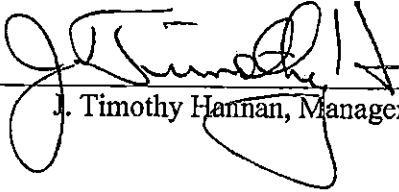
Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, Idaho 83301

By: _____


Clark Parrish, President

NPG Licenses, LLC.
825 Edmond Street
St. Joseph, Missouri 64501

By: _____


J. Timothy Hannan, Manager

ADDENDUM A

Construction Permit

Location, Call Sign, Facility ID Number	Total	Deposit	At Closing	Construction Permit Status
Farmington, NM, K294CC (FIN: 155345)	\$25,000	\$5,000	\$20,000	Granted See FCC File No. BNPFT-20130807ABQ (assigned to Seller in FCC File No. BALFT - 20141229AAB)