

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_13th\_ day of \_November\_, 2008, by and between EDGAR EATON, an individual resident of the state of Oregon (“Eaton”), JEFF HUFFMAN, an individual resident of the state of Washington (“Huffman”), and VINCENT SHIFLET, an individual resident of the state of Washington (“Shiflet”). The parties hereto shall be known as the “Party” or the “Parties”.

### RECITALS

**WHEREAS**, Eaton is the proposed Assignee of the license of FM translator station K229AD, Yakima, WA, Facility ID #82285 (the “Yakima Translator”) pursuant to a pending Assignment Application (see BALFT-20080214AHP, Bustos Media of Eastern Washington License, LLC) (the “Bustos Assignment”);

**WHEREAS**, Huffman is the licensee of FM translator station K237DM, Walla Walla, WA, Facility ID # 150562 (the “Walla Walla Translator”);

**WHEREAS**, Shiflet desires to obtain the Yakima Translator from Eaton and Eaton has agreed to an assignment of the Yakima Translator to Shiflet subsequent to the consummation of the Bustos Assignment and pursuant to authorization of the Federal Communications Commission (the “FCC”);

**WHEREAS**, Eaton desires to obtain the Walla Walla Translator from Huffman and Huffman has agreed to an assignment of the Walla Walla Translator to Eaton pursuant to authorization of the FCC;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants, agreements, and undertakings herein, the Parties agree as follows:

### AGREEMENT

1. Assignment of the Walla Walla Translator.

(a) Within three (3) calendar days of the mutual execution of this Agreement by the Parties, Huffman shall file with the FCC on FCC Form 345, an assignment application pertaining to the Walla Walla Translator and requesting FCC authorization to an assignment of the Walla Walla Translator to Eaton (the “Walla Walla Translator Assignment”).

(b) Application fees associated with the Walla Walla Translator Assignment shall be paid by Eaton and any and all other fees to include legal, accounting, and/or finder’s fees shall be paid by the Party incurring such charges.

2. Assignment of the Yakima Translator.

(a) Within three (3) calendar days of the consummation of the Bustos Assignment, Eaton shall file with the FCC on FCC Form 345, an Assignment Application pertaining to the Yakima Translator and requesting FCC authorization to an assignment of the Yakima Translator to Shiflet (the "Yakima Assignment").

(b) Application fees associated with the Yakima Assignment shall be paid by Shiflet and any and all other fees to include legal, accounting, and/or finder's fees shall be paid by the Party incurring such charges.

3. Closing. The mutual and concurrent Closing of the transactions contemplated by this Agreement shall occur at a time and place mutually satisfactory to the Parties, provided that as a Condition Precedent to either of the anticipated Closings, there shall have been granted FCC authorization to both assignments and the anticipated Closings shall occur simultaneously.

4. Exclusivity and Confidentiality. The Parties agree to keep confidential the terms and conditions of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

5. FCC Qualifications. The Parties represent, warrant, and covenant each to the other that they are qualified to be an FCC licensee and to hold the FCC authorizations which are the subject of this Agreement.

6. Time Is Of Essence. Time is strictly of the essence to each provision of this Agreement.

7. Miscellaneous.

(a) 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.

(b) This Agreement contains no tangible broadcast equipment or other services.

(c) This Agreement may be amended only in writing by an instrument duly executed by the Parties.

(d) This Agreement is to be construed and enforced under the laws of the state of Washington. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the state of Washington.

(e) This Agreement may be executed in counterparts.

(f) The Parties represent and warrant each to the other that all necessary actions to approve the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein have been taken, and this Agreement constitutes a valid and binding agreement of the Parties enforceable in accordance with its terms;

(g) The Parties represent and warrant each to the other that the terms and conditions of this Agreement are binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs, and successors in interest.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment Agreement on the day and year first above written.

EATON  
EDGAR W. EATON

BY: 

Edgar W. Eaton

HUFFMAN  
JEFF HUFFMAN

BY: 

Jeff Huffman

SHIFLET  
VINCENT SHIFLET

BY: 

Vincent Shiflet