

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of the 18 day of November, 2005 (the "Effective Date"), by and between Edgewater Broadcasting, Inc., an Idaho nonprofit corporation ("EDGEWATER"), and WAY-FM Media Group, Inc., a Florida nonprofit corporation ("WAY-FM"), each a "Party" and collectively the "Parties."

### RECITALS:

A. EDGEWATER holds the construction permits for W286BK, Alabaster, AL, Facility Id. 150239; 4275AR, Birmingham, AL, Facility Id. 150836; W261AD, Centre, AL, Facility Id. 146719; W261AZ, Ft. Payne, AL, Facility Id. 146727; W261AW, Gadsen, AL, Facility Id. 146728; W264BN, Moulton, AL, Facility Id. 150931; and W279BE, Lewisburg, TN, Facility Id. 153535 (collectively, "EDGEWATER Translators").

B. WAY-FM is the licensee of translators K203DQ, Great Falls, MT, Facility Id. 122166; and W203BI, Bowling Green, KY, Facility Id. 64266 ("WAY-FM Translators").

C. With prior FCC Consent, WAY-FM desires to assign to EDGEWATER, and EDGEWATER desires to acquire from WAY-FM the licenses for the WAY-FM Translators and certain assets related to its operation, all in accordance with the terms and subject to the conditions set forth in this Agreement.

D. With prior FCC Consent, EDGEWATER desires to assign to WAY-FM, and WAY-FM desires to acquire from EDGEWATER the construction permits for the EDGEWATER Translators, all in accordance with the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **ARTICLE I DEFINITIONS**

**1.1 Definitions.** Except as specified otherwise, when used in this Agreement, the following terms shall have the meanings specified:

**"Agreement"** shall mean this Asset Purchase Agreement, together with the Schedules and the Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;

**"Closing"** shall mean the conference to be held at 10.00 a.m. EST, and at such place as EDGEWATER selects on the Closing Date at which time the transactions contemplated by this Agreement shall be consummated;

**“Closing Date”** shall mean (a) the date designated by WAY-FM upon at least five (5) days prior written notice to EDGEWATER which is no later than ten (10) business days after the last of the FCC approvals of the assignments as contemplated by the Agreement have become a Final Order; or (b) such other date as the Parties may agree upon in writing. The Closing shall be deemed effective as of 12:01 a.m. on the first day subsequent to the Closing Date;

**“Communications Act”** means the Communications Act of 1934, as amended, together with the rules, regulations and policies of the FCC;

**“EDGEWATER Construction Permits”** shall mean the construction permits, licenses and authorizations issued by the FCC to EDGEWATER for the operation or construction of the EDGEWATER Translators, including those listed on Schedule A;

**“EDGEWATER Purchased Assets”** shall mean the right, title and interest of EDGEWATER in and to certain assets used or useable in the operation of the EDGEWATER Translators, limited to (a) the EDGEWATER Construction Permits; and (b) the EDGEWATER Records.

**“EDGEWATER Records”** shall mean files and records, including technical information and engineering data, and FCC logs, relating to the EDGEWATER Construction Permits; provided, however, that the EDGEWATER Records shall not include the financial records of EDGEWATER or records of other businesses or activities of EDGEWATER;

**“FCC”** means the Federal Communications Commission;

**“FCC Consent”** for or related to the WAY-FM Licenses shall mean action by the FCC granting its consent to the assignment of the licenses from WAY-FM to EDGEWATER; for or related to the EDGEWATER Construction Permits shall mean action by the FCC granting its consent to the assignment of the construction permits from EDGEWATER to WAY-FM;

**“Final Order”** shall mean an FCC approval or grant of the assignments as contemplated in the Agreement with respect to which no action, request for stay, petition for rehearing or reconsideration, appeal or review by the FCC on its own motion is pending and as to which the time for filing or initiation of any such request, petition, appeal or review has expired;

**“Lien”** shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the Uniform Commercial Code of the States of Alabama, Tennessee, Montana, or Kentucky or comparable law of any jurisdiction;

**“Person”** shall mean any natural person, general or limited partnership, corporation, limited liability company or other entity;

“**Schedules**” shall mean those schedules referred to in this Agreement which have been delivered concurrently with the execution of this Agreement;

“**WAY-FM Equipment**” shall mean the items listed on Schedule B;

“**WAY-FM Licenses**” shall mean all licenses, permits and authorizations issued by the FCC to WAY-FM for the operation of the WAY-FM Translators, including those listed on Schedule C;

“**WAY-FM Purchased Assets**” shall mean the right, title and interest of WAY-FM in and to certain assets used or useable in the operation of the WAY-FM Translators, limited to (a) the WAY-FM Licenses; (b) the WAY-FM Equipment; and (c) the WAY-FM Records; excluding all of WAY-FM’s cash and accounts receivable; and

“**WAY-FM Records**” shall mean files and records, including technical information and engineering data, and FCC logs, relating to the WAY-FM Translators; provided, however, that the WAY-FM Records shall not include the financial records of WAY-FM or records of other businesses or activities of WAY-FM.

**1.2 Singular/Plural; Gender.** Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders. Except as specifically set forth herein, all Section and Article references are to Sections and Articles of this Agreement.

## **ARTICLE II PURCHASE AND SALE**

**2.1 Purchase and Sale.** At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, EDGEWATER shall sell, assign, convey, transfer and deliver to WAY-FM, and WAY-FM shall purchase all of EDGEWATER’s right, title and interest, legal and equitable, in and to the EDGEWATER Purchased Assets; and WAY-FM shall sell, assign, convey, transfer and deliver to EDGEWATER, and EDGEWATER shall purchase all of WAY-FM’s right, title and interest, legal and equitable, in and to the WAY-FM Purchased Assets.

**2.2 Consideration.** There is no monetary consideration since this is a swap of stations.

(a) On the Closing Date WAY-FM shall deliver to EDGEWATER the WAY-FM Translators.

(b) On the Closing Date EDGEWATER shall deliver to WAY-FM the EDGEWATER Translators.

**2.3 Closing Date Deliveries for WAY-FM.** At the Closing on the Closing Date WAY-FM shall deliver, or cause to be delivered to EDGEWATER, properly executed and dated as of the Closing Date: (i) a bill of sale; (ii) an assignment of the WAY-FM Licenses; and (iii) any assignment of leases for tower space, if any.

**2.4 Closing Date Deliveries for EDGEWATER.** At the Closing on the Closing Date EDGEWATER shall deliver, or cause to be delivered to WAY-FM, properly executed and dated as of the Closing Date: (i) a bill of sale; (ii) an assignment of the EDGEWATER Construction Permits; and (iii) any assignment of leases for tower, if any.

**2.5 Adjustments to Purchase Price.**

(a) Prorations. At the Closing the Parties shall make all necessary prorations including but not limited to taxes, rent and utility charges.

(b) Disputes. In the event of any disputes between the parties as to any adjustments under this Section, the amounts not in dispute shall be paid at the time provided herein and the dispute shall be resolved by an independent certified public accountant ("CPA") who shall be jointly selected by the parties within thirty (30) days after the Closing or after the final settlement on prorations, as the case may be. The decision of the CPA shall be binding on each of the parties and enforceable by a court of competent jurisdiction. The fees and expenses of the CPA shall be paid one-half by EDGEWATER and one-half by WAY-FM.

**2.6 Non-Assumption of Liabilities of EDGEWATER.** WAY-FM does not and shall not assume or become obligated to pay any debt, obligation or liability of any kind or nature of EDGEWATER or the EDGEWATER Translators, except for the assumed liabilities or such other obligations, debts, or charges as are specifically allocated to WAY-FM elsewhere in this Agreement.

**2.7 Non-Assumption of Liability of WAY-FM.** EDGEWATER does not and shall not assume or become obligated to pay any debt, obligation or liability of any kind or nature of WAY-FM or the WAY-FM Translators, except for the assumed liabilities or other obligations, debts, or charges as are specifically allocated to EDGEWATER elsewhere in this agreement.

**ARTICLE III  
GOVERNMENTAL APPROVALS AND CONTROL OF STATIONS**

**3.1 FCC Consent.** It is specifically understood and agreed by the Parties that the Closing shall be in all respects subject to, and conditioned upon, the receipt of prior FCC Consent. The Parties shall prepare and file with the FCC as soon as practicable but in no event later than five (5) business days after the execution of this Agreement, all requisite applications and other necessary instruments and documents to request the FCC Consent. The Parties shall prosecute such applications with all reasonable diligence and take all steps reasonably necessary to obtain the requisite FCC Consent.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF EDGEWATER**

EDGEWATER represents and warrants to WAY-FM (which representations and warranties shall survive the Closing for a period of twelve (12) months from the Closing Date) as follows:

**4.1 Organization.** EDGEWATER is incorporated in the State of Idaho. EDGEWATER has the power and authority to own, lease, and operate the EDGEWATER Purchased Assets and to conduct the business of the EDGEWATER Construction Permits as it is now being conducted. EDGEWATER has full corporate power to purchase the WAY-FM Purchased Assets and sell the EDGEWATER Purchased Assets pursuant to this Agreement.

**4.2 Authorization; Enforceability.** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by EDGEWATER are within the power of EDGEWATER. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by EDGEWATER, the valid and binding obligations of EDGEWATER, enforceable against EDGEWATER in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**4.3 Title to Purchased Assets; Liens and Encumbrances.** EDGEWATER owns good and marketable title in all of the EDGEWATER Purchased Assets free and clear of any and all liens and liabilities.

**4.4 Governmental Authorizations.** EDGEWATER holds, and on the Closing Date EDGEWATER will hold, all valid construction permits or licenses from the FCC to operate or construct the EDGEWATER Translators. Schedule A includes a true and complete list of the EDGEWATER Construction Permits. The EDGEWATER Construction Permits are in full force and effect and EDGEWATER is the authorized legal holder thereof. As of the date hereof, no action or proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify such EDGEWATER Construction Permits or other authorizations of the EDGEWATER Translators.

**4.5 Representation as of the Closing Date.** EDGEWATER's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representations and warranties were made as of a specified date, which need only be true as of such date or as otherwise provided in this Agreement.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF WAY-FM**

WAY-FM represents and warrants to EDGEWATER (which representations and warranties shall survive the Closing for a period of twelve (12) months) from the Closing Date as follows:

**5.1 Organization.** WAY-FM is incorporated in the State of Florida. WAY-FM has the power and authority to own, lease, and operate the WAY-FM Purchased Assets and to conduct the business of the WAY-FM Translators as they are now being conducted. WAY-FM has full corporate power to purchase the EDGEWATER Purchased Assets and sell the WAY-FM Purchased Assets pursuant to this Agreement.



**5.2 Authorization; Enforceability.** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by WAY-FM are within the power of WAY-FM. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by WAY-FM, the valid and binding obligations of WAY-FM, enforceable against WAY-FM in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**5.3 Title to Purchased Assets; Liens and Encumbrances.** WAY-FM owns good and marketable title in all of the WAY-FM Purchased Assets free and clear of any and all liens and liabilities.

**5.4 Governmental Authorizations.** WAY-FM holds, and on the Closing Date WAY-FM will hold, all valid licenses from the FCC to operate the WAY-FM Translators. Schedule C includes a true and complete list of the WAY-FM Licenses. The WAY-FM Licenses are in full force and effect and WAY-FM is the authorized legal holder thereof. As of the date hereof, no action or proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify such WAY-FM Licenses or other authorizations of the WAY-FM Translators.

**5.5 Representation as of the Closing Date.** WAY-FM's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representations and warranties were made as of a specified date, which need only be true as of such date or as otherwise provided in this Agreement.

## **ARTICLE VI CERTAIN MATTERS PENDING THE CLOSING**

From and after the date of this Agreement and until the Closing (unless otherwise provided herein):

**6.1 EDGEWATER Operations Pending Closing.** EDGEWATER shall, after the date hereof and prior to the Closing:

(a) Hold the EDGEWATER Construction Permits in accordance with applicable FCC requirements, rules and regulations; and

(b) Not sell, lease, mortgage, pledge or otherwise dispose of any of the EDGEWATER Purchased Assets except for transactions in the ordinary and regular course of the operation of the EDGEWATER Translators.

**6.2 Consents.** EDGEWATER shall obtain all consents and approvals required from third Persons, whose consent or approval is required in order to assign any lease for towers and tower sites to WAY-FM, prior to the Closing Date. WAY-FM shall obtain all consents and approvals required from third Persons, whose consent or approval is required in order to assign any other contract or lease to EDGEWATER, prior to the Closing Date.

**6.3 Cooperation.** EDGEWATER and WAY-FM will cooperate in all respects in connection with: (a) securing any non-governmental approvals, consents and waivers required of third parties; and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority, required by law in connection with the transfer of the WAY-FM Purchased Assets from WAY-FM to EDGEWATER and the EDGEWATER Purchased Assets from EDGEWATER to WAY-FM.

**6.4 Release of Liens.** At or prior to the Closing, EDGEWATER shall obtain the release of all Liens disclosed in the Schedules hereto and any other Liens on the EDGEWATER Purchased Assets and shall duly file releases or terminations of all such Liens in each governmental agency or office in which any such Lien or evidence thereof shall have been previously filed. At or prior to the Closing, WAY-FM shall obtain the release of all Liens disclosed in the Schedules hereto and any other Liens on the WAY-FM Purchased Assets and shall duly file releases or terminations of all such Liens in each governmental agency or office in which any such Lien or evidence thereof shall have been previously filed.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT TO THE OBLIGATIONS OF WAY-FM**

Each and every obligation of WAY-FM to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

**7.1 Compliance with Agreement.** EDGEWATER shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

**7.2 Representations and Warranties.** The representations and warranties made by EDGEWATER in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**7.3 Deliveries at Closing.** EDGEWATER shall have delivered or caused to be delivered to WAY-FM the documents, each properly executed and dated as of the Closing Date as required pursuant to Section 2.4.

**7.4 Absence of Investigations and Proceedings.** Except for governmental investigations relating to the broadcast industry generally, there shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceeding before or by any commission, agency or other administrative or regulatory body or authority pending to which EDGEWATER is a party and to which the EDGEWATER Translators or the EDGEWATER Purchased Assets are subject, including any with respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of WAY-FM to operate the EDGEWATER Translators or to use or acquire the EDGEWATER Purchased Assets in the same manner as operated and used by EDGEWATER. Without limiting the generality of the foregoing, no action or proceeding shall be pending before the FCC or any governmental authority to revoke, modify in any material respect or refuse to renew the EDGEWATER

Construction Permits. No suit, action or other proceeding shall be pending before any court or governmental authority in which it is sought to restrain or prohibit, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

**7.5 Governmental Consents.** The FCC Consent shall have been issued, and shall, at Closing, be a Final Order, unless waived by WAY-FM, and in full force and effect and shall contain no provision materially adverse to WAY-FM. All other authorizations, consents and approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

If any of the conditions set forth in this Article VII have not been satisfied, WAY-FM may in its sole discretion nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

## **ARTICLE VIII**

### **CONDITIONS PRECEDENT TO THE OBLIGATIONS OF EDGEWATER**

Each and every obligation of EDGEWATER to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent;

**8.1 Compliance with Agreement.** WAY-FM shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

**8.2 Representations and Warranties.** The representations and warranties made by WAY-FM shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

**8.3 Deliveries at Closing.** WAY-FM shall have delivered or caused to be delivered to EDGEWATER the documents, each properly executed and dated as of the Closing Date required pursuant to Section 2.3.

**8.4 Absence of Investigations and Proceedings.** Except for governmental investigations relating to the broadcast industry generally, there shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceeding before or by any commission, agency or other administrative or regulatory body or authority pending to which WAY-FM is a party and to which the WAY-FM Translators or the WAY-FM Purchased Assets are subject, including any with respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of EDGEWATER to operate the WAY-FM Translators or to use or acquire the WAY-FM Purchased Assets in the same manner as operated and used by WAY-FM. Without limiting the generality of the foregoing, no action or proceeding shall be pending before the FCC or any governmental authority to revoke, modify in any material respect or refuse to renew the WAY-FM Licenses. No suit, action or other proceeding shall be pending before any court or governmental authority in which it is sought to



restrain or prohibit, or obtain damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

**8.5 Governmental Consents.** The FCC Consent shall have been issued and in full force and effect and shall contain no provision materially adverse to EDGEWATER. All other material authorizations, consents or approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

If any of the conditions set forth in this Article VIII have not been satisfied, EDGEWATER may nevertheless elect to proceed with the consummation of the transactions contemplated hereby.

## **ARTICLE IX TERMINATION; MISCELLANEOUS**

**9.1 Entire Agreement; Amendment; and Waivers.** This Agreement and the documents required to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth or referenced herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**9.2 Expenses.** Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement and consummation of the transactions contemplated hereby.

**9.3 Benefit; Assignment.** This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by WAY-FM and EDGEWATER and their respective proper successors and assigns. This Agreement (and any rights, obligations or liabilities hereunder) may not be assigned or delegated in whole or in part by any party without the prior written consent of the other party. Provided, however, either party may assign this Agreement to an entity wholly owned by such party, provided such party continues to be fully obliged hereunder.

**9.4 Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by telecopy or facsimile machine to the number shown below, on the date of such confirmed facsimile or telecopy transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, at the addresses and facsimile number below unless such address or number is changed by written request:

If to WAY-FM:            Robert D. Augsburg, President

WAY-FM Media Group, Inc.  
P.O Box 64500  
Colorado Springs, CO 80962  
Facsimile: (719) 278-4339

With a copy to: A. Wray Fitch, III, Esq.  
Gammon & Grange  
8280 Greensboro Drive, 7th Floor  
McLean, VA 22102  
Facsimile: (703) 761-5023

If to EDGEWATER: Clark Parrish, President  
Edgewater Broadcasting, Inc.  
834 Falls Avenue, Suite 2130  
Twin Falls, ID 83301  
Facsimile: (208) 733-3548

With a copy to: Dawn M. Sciarrino, Esq.  
Sciarrino & Associates, PLLC  
5425 Tree Line Drive  
Centreville, VA 20120  
Facsimile: (703) 991-7120

**9.5 Counterparts; Headings.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

**9.6 Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it being agreed that the agents of each party have participated in the preparation hereof.

**9.7 Saturdays, Sundays and Legal Holidays.** If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

**9.8 Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Idaho, without regard to the conflict of law principles thereof.

**9.9     Cure Period.** No breach shall become a material breach unless the breaching party fails to remedy such breach within five (5) days of written notice of breach.

--SIGNATURE PAGE FOLLOWS--

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**WAY-FM MEDIA GROUP, INC.**

By: 

Robert D. Augsburg, President

**EDGEWATER BROADCASTING, INC.**

By: \_\_\_\_\_

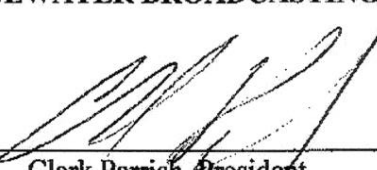
Clark Parrish, President

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**WAY-FM MEDIA GROUP, INC.**

By: \_\_\_\_\_  
Robert D. Augsburg, President

**EDGEWATER BROADCASTING, INC.**

By:  \_\_\_\_\_  
Clark Parrish, President



Schedule A  
EDGEWATER Construction Permits

W286BK, Alabaster, Alabama (Facility Id. 150239)  
FCC Construction Permit File No. BNPFT-20030825ADS.

W275AR, Birmingham, Alabama (Facility Id. 150836)  
FCC Construction Permit File No. BNPFT-20030821AGX.

W261AD, Centre, Alabama (Facility Id. 146719)  
FCC Construction Permit File No. BNPFT-20030825AHW.

W261AZ, Ft. Payne, Alabama (Facility Id. 146727)  
FCC Construction Permit File No. BNPFT-20030825AOT.

W261AW, Gadsden, Alabama (Facility Id. 146728)  
FCC Construction Permit File No. BNPFT-20030821AIC.

W264BN, Moulton, Alabama (Facility Id. 150931)  
FCC Construction Permit File No. BNPFT-20030825APF.

W279BE, Lewisburg, Tennessee (Facility Id. 153535)  
FCC Construction Permit File No. BNPFT-20030827AAR.

**Schedule B**  
**WAY-FM Equipment**

**BOWLING GREEN KY.**

1	ABR200 Reciever
1	ChannelMaster 1.8m dish on pole in concrete
1	Ku-band PLL LNB
1	Crown FM30T
1	MSW 5011-1 single bay circularly polarized FM antenna
130'	½" Andrews coaxial line (transmitting)
40'	RG-11/u coaxial line in 1" PVC conduit to satellite dish
40'	½" Belden grounding braid
1	Middle Atlantic 30 inch tall equipment rack

**GREAT FALLS, MT.**

1	Crown FM250
1	MSW 5011-1 single bay antenna
120 Ft.	of ½ inch Andrew transmission line

**Schedule C**  
**WAY-FM Licenses**

K203DQ, Great Falls, Montana (Facility Id. 122166)

FCC Renewal Authorization File No. BRFT-20041022ADI.

FCC License File No. BLFT-20030723AGV.

W203BI, Bowling Green, Kentucky (Facility Id. 64266)

FCC License File No. BLFT-20040506AAG.