

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 20<sup>th</sup> day of March 2006 by and between Jeff Huffman ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB").

### Recitals

WHEREAS, EB has been issued construction permits by the Federal Communications Commission ("FCC") for FM translator stations in communities throughout the United States, including the construction permits (CP's) for new FM translator stations (the "CP's") as indicated on the attached Addendum A;

WHEREAS, Buyer would like to obtain the construction permits for such facilities from EB upon approval by the FCC; and

WHEREAS, Prior FCC approve for the transactions 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. Purchase Price. The total Purchase Price for the three (3) Construction Permits shall be Forty-Five Thousand Dollars (\$45,000) allocated as set forth in Addendum A hereto and payable in full at closing.
- (a) Deposit. Concurrent with the execution hereof, Buyer shall pay to EB a non-refundable deposit of Two Thousand Five Hundred Dollars (\$2,500) per CP, total Seven Thousand Five Hundred Dollars (\$7,500.00).
- (b) Closing.
  - i. Closing shall occur at the offices of EB.

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- ii. Closing shall occur as soon as practicable after recording of FCC approval of the Assignment Application for each CP set forth in Addendum A hereto. Each CP may be closed separately if the FCC approval(s) are separated.
  - iii. At closing, Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1 (a) hereof) for each CP set forth in Addendum A in immediately available (cashier's check) funds.
  - iv. Whereupon EB will provide to Buyer an instrument(s) of conveyance acceptable to Buyer for the CP conveyed.
2. Exclusivity and Confidentiality. 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. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a FCC licensee and to hold the FCC authorizations which are the subject of this Agreement.
4. Transfer, Relocation, Transfer Fees and Taxes.
- i. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees, associated with the purchase of the CP's.
  - ii. EB shall complete and file, no later than March 24, 2006, all documents, filings and applications, including the FCC Transfer of Ownership Assignment Form 345 for each CP hereunder. Buyer shall be solely responsible for all permit and transfer fees and costs necessary to obtain the timely FCC transfer of the CP's.
  - iii. EB shall complete and file, no later than ten (10) days after submission by seller, all documents, filings and applications to the FCC for Amendment for the Tower/Facility Moves once for each of the CP's as selected by the Buyer.
5. Alternative Facilities. Should the FCC fail to grant the Construction Permit(s) specified herein to Buyer, an alternative comparable facility may be substituted by the mutual written agreement of the parties hereto, or a full refund of the applicable deposit for the CP is due Buyer within 30 days of such denial becoming a Final Order of the FCC, as that term is defined by the FCC Rules.


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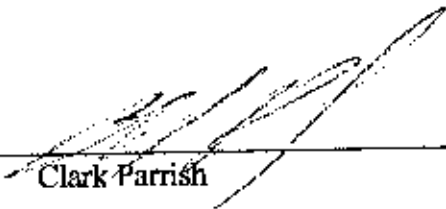
6. Time Is Of Essence. Time is strictly of the essence to each provision of this Agreement. EB authorizes the Buyer, at Buyer's sole risk and expense, to begin construction, installation and testing of each of the CP's pending FCC approval of the transfers hereunder.
6. Miscellaneous. This Agreement 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 Idaho. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Idaho. This Agreement may be executed in counterparts. 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.

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.

**Jeff Huffman**  
PO Box 4814 Pasco WA 99302

**Edgewater Broadcasting, Inc.**  
P. O. Box 5725 Twin Falls, Idaho 83301

By:   
Jeff Huffman

By:   
Clark Parrish

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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**ADDENDUM "A"**

<b><u>Location, Facility ID No.</u></b>	<b><u>Total</u></b>	<b><u>Deposit</u></b>	<b><u>At Closing</u></b>	<b><u>CP Status</u></b>
Hermiston, OR Channel 237 PIN: 147992	\$5,000	\$2,500	\$2,500	Granted BNPFT 20030828ACF
Kennewick, WA Channel 237, FIN: 150553	\$7,000	\$2,500	\$4,500	Granted BNPFT 20030828AAK
Walla Walla, WA Channel 237 FIN: 150562	\$33,000	\$2,500	\$30,500	Granted BNPFT 20030829AYS