

## **FM TRANSLATOR ASSIGNMENT AGREEMENT**

THIS FM TRANSLATOR ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22<sup>nd</sup> day of May, 2006 by and between IHR EDUCATIONAL BROADCASTING, a California not-for-profit corporation ("Buyer"), and EDGEWATER BROADCASTING, INC., an Idaho not-for-profit corporation ("EB").

### **Recitals**

WHEREAS EB is the licensee of FM Translator Station K219DR, 91.7 MHz, Clovis, New Mexico, Federal Communications Commission ("FCC") Facility ID No. 88624 (the "Station");

WHEREAS, Buyer would like to obtain the license for such facility from EB upon approval by the FCC; and

WHEREAS, Prior FCC approval for the transaction contemplated hereunder is required.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### **Agreement**

1. **PURCHASE PRICE.** The Purchase Price for the construction permit shall be Twenty-Seven Thousand Three- Hundred Dollars (\$27,300) payable in immediately available funds.

(a) **Deposit.** Concurrent with the execution hereof, Buyer shall pay to EB a deposit of Three-Hundred Dollars (\$300.00) (the "Deposit"). The parties agree that they will coordinate the preparation and filing of the required FCC Form 345 application (the "Assignment Application") for the CP, which shall be filed within five business days of Buyer's payment of the Deposit.

(b) **Closing.** The parties will execute a promissory note at close within ten (10) days after approval of the Assignment Application by the FCC for the CP, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for the CP conveyed.

(c) **Monthly Payments.** Commencing on the first day of the following month after close Buyer shall pay to EB a monthly payment of FIVE HUNDRED DOLLARS (\$500.00) for Fifty-Four (54) consecutive months for the FM translator station conveyed.

2. **EXCLUSIVITY AND CONFIDENTIALITY; FCC APPLICATION.** The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the FM Translator Station. 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. Seller will be responsible for publishing the public notice required by Section 73.3580 of the FCC's Rules.

3. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents that Station K219DR was granted its initial covering license by the FCC on March 27, 2006 in File No. BLFT-20060124AEO, and this License expires on October 1, 2013. Seller is the authorized legal holder of the License. Said License comprises all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station in the manner and to the full extent they are now conducted, and the License is not subject to any restriction or condition not disclosed therein that would limit the full operation of the Station as now operated. To Seller's knowledge, the License is in full force and effect, and the conduct of the operations of the Station is in accordance therewith in all material respects. Seller has no reason to believe that the License would not be renewed by the FCC or other granting authority in the ordinary course. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Station and Seller has no knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the Stations. To Seller's knowledge, any and all FCC regulatory fees have been paid and that Seller is not in violation of the so-called FCC "Red Light" policy. There are no retransmission consent or other agreements entered into by Seller which are inconsistent with this Agreement.

4. BUYER'S FCC QUALIFICATIONS. Buyer represents, warrants, and covenants to EB that it is qualified to be the FCC licensee of the FM Translator Station as well as to hold the FCC Authorization which is the subject of this Agreement.

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 or fees associated with the purchase of the CP.

6. PRIOR AGREEMENTS. The parties agree that this agreement voids the prior written and signed agreement in regard to Facility ID 152832, K288FK Clovis New Mexico.

7. ARBITRATION. The parties hereby agree to submit any disputes arising under this agreement to binding arbitration. The rules and procedures of the Christian Legal Society then in effect shall govern the proceedings conducted by the arbitrator. The parties agree that time is of the essence in a dispute arising under this Agreement, and the parties hereby agree to use their reasonable efforts to expedite the resolution of any disputes. The prevailing party shall be entitled to recover its reasonable costs (including attorneys' fees) incurred in connection with such dispute. The venue for such arbitration shall be the Christian Legal Society, through its representative in Washington, D.C.

8. NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or certified mail, postage and fees prepaid at the addresses listed below.

If to EB:

Mr. Clark Parrish  
Edgewater Broadcasting, Inc.  
Post Office Box 5725  
Twin Falls, ID 83303

with a copy (which shall not constitute notice) to:

Dawn M. Sciarrino, Esq.  
Sciarrino & Associates, PLLC  
5425 Tree Line Drive  
Centreville, VA 20120

If to IHR:

Mr. Doug Sherman  
IHR Educational Broadcasting  
Post Office Box 180  
Tahoma, CA 96142

with a copy (which shall not constitute notice) to:

Dennis J. Kelly, Esquire  
Law Office of Dennis J. Kelly  
Post Office Box 41177  
Washington, DC 20018-0577

9. 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. 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.

[SIGNATURES APPEAR ON FOLLOWING 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.**

By:   
Clark Parrish  
President

**IHR EDUCATIONAL BROADCASTING**

By:   
Douglas M. Sherman  
President