

**FIRST AMENDMENT TO
ASSIGNMENT AND LEASE AGREEMENT**

THIS FIRST AMENDMENT AND ASSIGNMENT AND LEASE AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of October 2004 by and between Ted W. Austin, Jr. Party, an individual residing in the State of Idaho ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB") and Radio Assist Ministry, Inc., an Idaho not-for-profit corporation ("RAM") (collectively, "Sellers").

Recitals

WHREAS the parties entered into an Assignment and Lease Agreement dated September 17, 2004 with respect to FM Translator Stations K261DB, St. Anthony, Idaho (FIN: 148762) (the "St. Anthony Construction Permit"); K300BK, Idaho Falls, Idaho (FIN: 150128) (the "Idaho Falls Construction Permit") and K254AX, Rexburg, Idaho (FIN: 152310) (the "Rexburg Construction Permit") (the "Agreement"); and

WHEREAS, the parties would like to amend the Agreement as specified herein.

NOW THEREFORE, the Agreement is Amended as follows:

Amendment

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 Recitals are amended to read as follows:

WHREAS EB has been granted construction permits by the Federal Communications Commission ("FCC") for a new FM translators, K261DB, St. Anthony, Idaho (FIN: 148762) (the "St. Anthony Construction Permit") and K279AU, Idaho Falls, Idaho (FIN: 151715) (the "Idaho Falls Construction Permit");

WHREAS RAM has been granted construction permits by the Federal Communications Commission ("FCC") for new FM translator K254AX, Rexburg, Idaho (FIN: 152310) (the "Rexburg Construction Permit");

WHEREAS, Buyer would like to purchase the St. Anthony Construction Permit and the Idaho Falls Construction Permit on the terms and conditions specified herein;

WHEREAS, Buyer would like to lease the Rexburg Construction Permit, upon completion of construction, on the terms and conditions specified herein; and

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

2. Paragraph 1 of the Agreement is amended to read as follows:

1. The St. Anthony Assignment. Subject to the conditions contained herein, EB agrees to assign and Buyer agrees to purchase the St. Anthony Construction Permit, as follows:
 - (a) Purchase Price. The Purchase Price for the Construction Permit shall be the dollar amount indicated on the attached Addendum A.
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to EB a non-refundable deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
 - (c) Application. Within ten (10) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
 - (d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) within thirty (30) days after approval of the Assignment Application, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for Construction Permit.

3. Paragraph 2 of the Agreement is amended to read as follows:

2. The Idaho Falls Assignment. Subject to the conditions contained herein, EB agrees to assign and Buyer agrees to purchase the Idaho Falls Construction Permit, as follows:
 - (a) Purchase Price. The Purchase Price for the Construction Permit shall be the dollar amount indicated on the attached Addendum A.
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to EB a non-refundable deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
 - (c) Application. Within ten (10) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").

(d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 2(b) hereof) within thirty (30) days after approval of the Assignment Application, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for Construction Permit.

4. Addendum A is amended as specified on the attached Amended Addendum A.
5. Except as provided herein, the Agreement remains unchanged and any amendments, modifications or revisions to the Agreement or this Amendment shall be in writing.
6. This Agreement, as amended herein, 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, as amended herein, may be amended only in writing by an instrument duly executed by both parties. This Agreement, as amended herein, is to be construed and enforced under the laws of Idaho. Venue for any action brought to enforce this agreement, as amended herein, is exclusively in the federal or state courts located in the State of Idaho. This agreement, as amended herein, may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this agreement, as amended herein, and to legally bind their respective corporations to perform all of the terms hereof.
7. All correspondence or notice required or desired to be given under this agreement, as amended herein, shall be deemed given when delivered to the US Postal Service, pre-paid First Class mail, to the address listed below.

[The next page is the signature page.]

WHEREFORE, The parties whose names and addresses appear below have caused this First Amendment to Assignment and Lease Agreement to be executed by them as of the date first above written.

BUYER

By 

Ted W. Austin, Jr.
2464 Radio Road
St. Anthony, Idaho 83445

SELLERS

Radio Assist Ministry, Inc.
P. O. Box 5459
Twin Falls, Idaho 83301

By 

Clark Parrish, President

Edgewater Broadcasting, Inc
PO Box 5725
Twin Falls, Idaho 83303

By 

Clark Parrish, President

AMENDED ADDENDUM A**Construction Permits**

K261DB, St. Anthony, ID (FIN: 148762)	\$5,000.00
K279AU, Idaho, Falls, ID (FIN: 151715)	\$15,000.00