

2/1/11  
To: Clark Parrish  
From: John Sisty

**FM TRANSLATOR REBROADCAST & OPTION AGREEMENT ADDENDUM**

THIS FM TRANSLATOR REBROADCAST AND OPTION AGREEMENT ADDENDUM (this "Addendum") is made and entered into as of the 25<sup>th</sup> day of January, 2011 by and between John Sisty Enterprises, Inc., a Alabama Corporation ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho non-profit corporation ("EBN").

**Recitals**

WHEREAS, EBN is the licensee of W284BY, an FM Translator Station licensed to Demopolis, Alabama, Facility ID Number 150872 (the "FM Translator Station"), pursuant to the authorization issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, BUYER and EBN have previously entered into an FM TRANSLATOR REBROADCAST & OPTION AGREEMENT dated May 5<sup>th</sup>, 2010 for said property; and

WHEREAS, the parties now desire to amend that agreement; and

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

NOW, THEREFORE, in consideration of the premises and agreements herein contained, the parties, intending to be legally bound, agree as follows:

**Agreement**

1. **NEW CIRCUMSTANCES.** The parties now acknowledge that there is an allotment for a commercial FM to be built on the same channel as the FM translator station listed above and that the FM translator station listed above will more than likely be displaced and/or be required to change channels by the FCC. By displacement the parties specifically mean and agree that Buyer will have to amend the current channel specification to another available channel, acquire a new antenna, remove the old antenna and replace with the new antenna. The parties acknowledge that such expense including engineering, new antenna procurement and antenna removal and replacement may entail an outlay by Buyer of up to TEN THOUSAND DOLLARS (\$10,000).
2. **PREVIOUS TERM.** The parties had previously agreed that the initial term of the Rebroadcasting Agreement shall commence upon the issuance of the Construction Permit by the FCC, as set forth in Section 1(a) of the original agreement, and shall continue for thirty-six (36) months ("Initial Rebroadcast Term").
3. **NEW TERM.** The parties now agree that the current term of thirty-six (36) months and/or payments shall be reduced by five (5) months and/or payments to a new term of thirty-one (31) monthly payments of TWO THOUSAND DOLLARS (\$2,000).

4. **FURTHER CIRCUMSTANCES.** The parties also agree that if said channel displacement detailed in section one (1) above occurs before the end or during the new term that Buyer shall have the right to waive up to five (5) months and/or payments during the New Term in order to recoup the documented expenses projected to be up to TEN THOUSAND DOLLARS (\$10,000). The parties agree that in no case shall buyer be given more than a TEN THOUSAND DOLLARS (\$10,000) allowance for said documented expense.

5. **UNWIND OF ADDENDUM.** The parties also agree that if the displacement never occurs and/or the aforementioned FM commercial allotment is never granted a construction permit and/or is never built and/or the construction permit expires, that upon any of the above circumstances that Buyer would still owe the remaining five (5) monthly payments of TWO THOUSAND DOLLAR (\$2,000) each and would need to commence the final five (5) payments within ten (10) days of such finality and/or expiration.

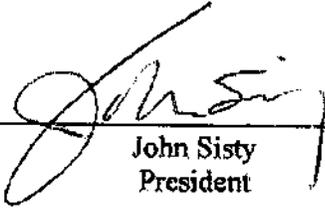
6. **MISCELLANEOUS.** This Agreement Addendum represents the entire agreement of the parties with respect to the subject matter hereof and does not supersede any other terms of the original agreement with respect thereto whether it is in writing or otherwise. This Agreement Addendum may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Alabama. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Alabama. 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.

**EDGEWATER BROADCASTING, INC.**

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

**JOHN SISTY ENTERPRISES, INC.**

By:  \_\_\_\_\_  
John Sisty  
President