

Assignment and Purchase Agreement

This agreement is between IBEW Local 1547 Investments, LLC ("IBEW Investments") and Chinook Concert Broadcasters, Inc. ("Chinook").

Whereas, Chinook is the licensee of a domestic radio license, frequency 1080 kHz, call sign KUDO, service AM, FCC File no. BL-19860630AL, facility ID number 12961, together with all subsidiary and auxiliary services ("KUDO License").

Whereas, Chinook is the lessee of a transmitter site located at Klatt Road, together with associated equipment and licenses to operate the site as a transmitter in connection with radio broadcast authorized by the KUDO License. (The Klatt Road transmitter site, including the lease and all associated equipment and authorizations, are referred to as the "Transmitter.")

Whereas, Chinook is engaged in the business of broadcasting radio using the KUDO License and the Transmitter (the business being referred to as the "KUDO Station").

Whereas, IBEW Investments desires to buy, and Chinook desires to sell, the KUDO Station and related assets.

Whereas, in conjunction with the sale of the KUDO Station, Chinook desires to assign, and IBEW Investments desires to receive assignment of, the KUDO License and related interests;

Therefore, Chinook and IBEW Investments agree as follows:

1. Agreement to Assign

Chinook shall irrevocably assign to IBEW Investments, and IBEW Investments shall receive assignment from Chinook, all right, title and interest in and to the following licenses and other assignable assets or interests of the KUDO Station (all of such assets being collectively referred to as the "Assigned Interests"):

- (a) The KUDO License.
- (b) All contracts, agreements, licenses, permits, warranties and rights (collectively referred to as "Contracts") relating to programs or advertising or associated with use or operation of the KUDO License, the Transmitter or the KUDO Station.

- (c) All logos, slogans, trade names, call signs, merchandise, web sites, copyrights, trademarks, service marks, lists of listeners, website visitors and advertisers, and other intangible and intellectual property associated with the KUDO Station or the KUDO License.
- (d) Chinook's lease to the Klatt Road transmitter site, and any governmental authorizations regarding use of the site.
- (e) Any other rights or privileges associated with the KUDO License, the Transmitter or the KUDO Station.

2. Agreement to Purchase

Chinook shall sell to IBEW Investments, and IBEW Investments shall purchase from Chinook, all right, title and interest in and to the following assets of the KUDO Station (all of such assets being collectively referred to as the "Purchased Assets"):

- (a) All equipment located at or used in connection with the Klatt Road transmitter site, as more particularly described in attached Exhibit A.
- (b) All data and records related to the use and operation of the KUDO License, the Transmitter or the KUDO Station, including research and development reports, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, communications with regulatory agencies, and other similar documents and records.

3. Exclusions from Assignment and Sale

Chinook is not assigning, selling or transferring, and IBEW Investments is not receiving assignment of, purchasing or assuming any of Chinook's other tangible or intangible assets or interests that may have been used or generated in connection with Chinook's operation and use of the Assigned Interests, the Purchased Assets or the KUDO Station, specifically including cash and accounts receivable. Except as expressly provided in this Agreement, IBEW Investments is not assuming any liability or obligation of Chinook arising in connection with Chinook's operation and use of the Assigned Interests, the Purchased Assets or the KUDO Station specifically including, but not limited to, accounts payable.

4. Consideration

As full payment for the Purchased Assets and for transfer of the Assignment Interests IBEW Investments shall pay Chinook as follows: IBEW Investments shall pay Chinook \$50,000 upon execution of this Agreement. If for any reason, other than the status or actions by IBEW Investments, the FCC refuses or fails to approve finally the

transfer of the KUDO License by Chinook to IBEW Investments in accordance with this Agreement, Chinook shall repay the \$50,000 to IBEW Investments, without interest, within 120 days. At Closing, IBEW Investments shall pay Chinook an additional \$194,000.

5. Closing

(a) Schedule to Close

Closing shall occur within one week after all conditions to Closing have been satisfied. If not satisfied by May 1, 2006, then unless the parties mutually agree to extend the Closing date either party may terminate this Agreement without fault or liability upon written notice to the other.

(b) Documents at Closing by IBEW Investments

At the Closing, IBEW Investments shall deliver to Chinook:

- ♦ A cashier's, company or certified check for \$194,000.
- ♦ A certificate executed by IBEW Investments as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7.
- ♦ The guarantee by International Brotherhood of Electrical Workers Local 1547, in the form attached as Exhibit H.

(c) Documents at Closing by Chinook

At the Closing, Chinook shall deliver to IBEW Investments:

- ♦ A bill of sale for all of the Purchased Assets, in the form of attached Exhibit B.
- ♦ An irrevocable assignment for all of the Assigned Interests (other than the lease for the Transmitter, which shall be subject a separate lease assignment), in the form attached as Exhibit C.
- ♦ An assignment and assumption of the lease for the Transmitter, in the form of attached Exhibit D.
- ♦ A certificate executed by Chinook as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 8.
- ♦ Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may

reasonably be requested by IBEW Investments, each in form and substance satisfactory to IBEW Investments and executed by Chinook.

6. Assignment of Contracts

If assignment of a Contract requires the consent or approval of another person, Chinook shall use its best efforts to obtain such consent or approval. If Chinook is unable to assign a Contract due to inability to get consent or approval of another person, Chinook shall not assign such Contract to any other person. If a Contract relates jointly to broadcasting sponsorship or other compensated service provided by or to the KUDO Station and another licensed radio service of Chinook, Chinook shall use its best efforts to obtain the agreement of the other party to separate the Contract into separate contracts for the KUDO Station and Chinook's other radio service. If the other party is not willing to separate the Contract into separate contracts, Chinook shall have no obligation to assign the Contract to IBEW Investments.

7. IBEW Investments's Conditions to Closing

IBEW Investments's obligation to purchase the Purchased Assets and receive the assignment of the Assigned Interests, and to take the other actions required to be taken by IBEW Investments at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by IBEW Investments, in whole or in part):

(a) Accuracy of Representations

All of Chinook's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) FCC Approval

The Federal Communications Commission ("FCC") has approved the transfer of the KUDO Station and assignment of the KUDO License by Chinook to IBEW Investments, and such action is final.

(c) Transmitter Lease and Estoppel Certificate

The lessor of the Transmitter has approved the transfer of the lease by Chinook to IBEW Investments, and provided an estoppel certificate acceptable to IBEW Investments.

(d) Title Search

A title search shows no liens, security interests or other encumbrances respecting the Purchased Assets or Assigned Interests.

(e) Material Change in Programming

Between the date of this Agreement and the Closing, Chinook has not made any material changes in programs without IBEW Investment's prior approval.

8. Chinook's Conditions to Closing

Chinook's obligation to sell the Purchased Assets and assign the Assigned Interests, and to take the other actions required to be taken by Chinook at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Chinook, in whole or in part):

(a) Accuracy of Representations

All of IBEW Investments's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) FCC Approval

The FCC has approved the transfer of the KUDO Station and assignment of the KUDO License by Chinook to IBEW Investments, and such action is final.

(c) Transmitter Lease and Estoppel Certificate

The lessor of the Transmitter has approved the transfer of the lease by Chinook to IBEW Investments, and provided an estoppel certificate acceptable to IBEW Investments.

(d) Guarantee

International Brotherhood of Electrical Workers Local 1547 provides a guarantee of the obligations of IBEW Investments.

9. Covenants Before Closing

(a) FCC Application

Promptly after execution of this Agreement, Chinook shall commence advertising the transfer of the KUDO Station and take such other steps as may be required by FCC regulations in order to apply for approval of the transfer of the KUDO Station and assignment of the KUDO License as contemplated by this Agreement. As soon as possible, Chinook and IBEW Investments jointly shall apply to the FCC for approval of the transfer of the KUDO Station and assignment of the KUDO License contemplated by this Agreement. Chinook and IBEW Investments shall cooperate fully in making the application, taking such other actions as may be necessary or appropriate to obtain all necessary FCC approvals and authorizations. IBEW Investments shall provide, at its

expense, its FCC counsel to the extent necessary to assist and advise the parties respecting the transfer application. Chinook shall pay any filing fees associated with the application. All other expenses associated with the application shall be split equally.

(b) Operation of KUDO Station

Between the date of this Agreement and the Closing, Chinook shall use and operate the KUDO Station in the ordinary course of business as previously operated, including undertaking routine maintenance of the Transmitter.

(c) Transmitter Improvements

Between the date of this Agreement and the Closing, Chinook shall commence improvements to the Transmitter by adding a transmitter audio processor and replacing the feed line. If these improvements are not completed by the Closing, Chinook shall diligently complete these improvements after Closing.

(d) Access and Investigation

Between the date of this Agreement and the Closing, Chinook shall afford IBEW Investments full and free access to Chinook's personnel, to the Purchased Assets and Assigned Interests, and to all documents and data relating to title or any other aspect of the Purchased Assets and Assigned Interests, to enable IBEW Investments and its agents to investigate the Purchased Assets and Assigned Interests and to prepare for ownership and operation of the Purchased Assets and Assigned Interests, and otherwise shall cooperate and assist with IBEW Investments's investigation of the Purchased Assets and Assigned Interests.

(e) STL

Between the date of this Agreement and the Closing, Chinook shall, at the request and expense of IBEW Investments, apply for an STL (studio-transmitter link) to a new studio location designated by IBEW Investments.

10. Representations and Warranties by IBEW Investments

IBEW Investments represents and warrants to Chinook as follows:

(a) Due Organization and Qualification

IBEW Investments is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alaska. It has full power and authority and all government authorizations necessary to carry on its business as it is now conducted, to own and use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

(b) Authority

This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

(c) No Breach or Violation

The execution and performance of this Agreement by it, and the consummation of the transactions contemplated by this Agreement, will not violate, result in an event of default or permit any person to accelerate, terminate or modify any obligation or legal requirement to which IBEW Investments is subject.

11. Representations and Warranties by Chinook

Chinook represents and warrants to IBEW Investments as follows:

(a) Due Organization and Qualification

Chinook is a corporation duly organized, validly existing and in good standing under the laws of the State of Alaska. It has full power and authority and all government authorizations necessary to carry on its business as it is now conducted, to own and use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

(b) Authority

This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

(c) No Breach or Violation

The execution and performance of this Agreement by it, and the consummation of the transactions contemplated by this Agreement, will not violate, result in an event of default or permit any person to accelerate, terminate or modify any obligation or legal requirement to which Chinook is subject.

(d) Title

Chinook owns the Purchased Assets and Assigned Interests free and clear of any lien, assignment, security interest, encumbrance or claim of other person.

(e) Transmitter Lease

Attached as Exhibit E is a true and complete copy of all leases (including all amendments) relating to the Transmitter, together with a list of all equipment and governmental licenses or permits associated with the Transmitter. The Transmitter and associated equipment are (or by the Closing will be) in good operating condition and repair, and are adequate for the uses to which it is being put, and are not (or by the Closing will not be) in need of maintenance or repairs except for ordinary, routine

maintenance and repairs that are not material in nature or cost. The Transmitter and associated equipment are sufficient for the continued broadcast of radio by the KUDO Station under the KUDO License in substantially the same manner as presently conducted by Chinook.

(f) Compliance with Legal Requirements

The KUDO Station and its broadcasts, the Transmitter and its use as a radio broadcast transmitter (including its power, frequency and directional transmission) comply with all applicable legal requirements and governmental authorizations.

(g) Contracts and Permits

Attached as Exhibit F is a list of all material written or oral commitments, agreements, licenses, permits, warranties or other contractual obligations or rights relating to the KUDO License or the Transmitter.

(h) Intellectual property

Attached as Exhibit G is a description of all business names, trade names, registered and unregistered trademarks, service marks, applications, patents, copyrights and trade secrets owned or used by Chinook in the operation of the KUDO License. The intellectual assets described in Exhibit G are all those necessary for the operation of the KUDO License as it is currently conducted. To Chinook's knowledge, in the conduct of its business operating the KUDO Station under the KUDO License Chinook has not infringed any patents, copyrights, trademarks, or other intellectual property of any other party.

(i) Environmental Matters

To Chinook's best knowledge, Chinook is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any environmental law respecting the Transmitter. Chinook has never transported, stored, used, processed or released at the Transmitter substances or materials classified as hazardous, radioactive, toxic or a pollutant by applicable law.

(j) FCC Matters

The KUDO License is not subject to any restrictions or conditions that would limit in any respect the broadcast operations of the KUDO Station, except such conditions as are stated on the face thereof.

The KUDO License is validly issued and is in full force and effect, unimpaired by any act or omission of Chinook. Other than proceedings affecting the radio broadcasting industry generally, (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew the KUDO License; and (ii) Chinook has not received any notice of and has no knowledge of any pending, issued or

outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the KUDO Station or Chinook with respect to the KUDO Station.

Chinook has timely filed with the FCC all material reports required thereby, and has timely paid all regulatory fees and any fines or forfeitures due to the FCC with respect to the KUDO Station.

There are no unpaid federal debts related to Chinook or the KUDO Station which could cause the denial or rescission of any of the KUDO Station's licenses or construction permits.

12. Termination

(a) Termination Events

By written notice given prior to or at the Closing, this Agreement may be terminated as follows:

(1) by IBEW Investments if a material breach of any provision of this Agreement has been committed by Chinook, is not cured by Chinook within ten days after receiving notice of breach, and such breach has not been waived by IBEW Investments;

(2) by Chinook if a material breach of any provision of this Agreement has been committed by IBEW Investments, is not cured by IBEW Investments within ten days after receiving notice of breach, and such breach has not been waived by Chinook;

(3) by IBEW Investments if any condition to closing in section 7 has not been satisfied as of the date specified for Closing or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of IBEW Investments to comply with its obligations under this Agreement), and IBEW Investments has not waived such condition on or before such date;

(4) by Chinook if any condition in section 8 has not been satisfied as of the date specified for Closing or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Chinook to comply with their obligations under this Agreement), and Chinook has not waived such condition on or before such date;

(5) by mutual consent of IBEW Investments and Chinook;

(6) by IBEW Investments if the Closing has not occurred on or before the date specified for Closing, or such later date as the parties may agree upon, unless the IBEW Investments is in material breach of this Agreement; or

(7) by Chinook if the Closing has not occurred on or before the date specified for Closing, or such later date as the parties may agree upon, unless the Chinook is in material Breach of this Agreement.

(b) Effect of Termination

Each party's right of termination under section 12(a) is in addition to any other rights it may have under this Agreement or otherwise. The exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to section 12(a), all obligations of the parties under this Agreement will terminate, except that if this Agreement is terminated because of a breach of this Agreement by the nonterminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. All remedies are cumulative.

13. Indemnification

(a) Indemnification by Chinook

Chinook shall indemnify, defend and hold IBEW Investments harmless from, against, and in respect of any and all claims, costs, expenses (including the reasonable fees of counsel), liabilities, obligations, losses, damages, actions, suits, or proceedings, of any nature arising from or in connection with (i) the material breach by Chinook of any representation or warranty made by Chinook, (ii) the assertion against IBEW Investments of any claim for payment or performance of any obligation, debt, or liability, whether fixed or contingent, in connection with the Purchased Assets or the Assigned Interests on account of any matter arising, occurring or taking place prior to Closing, or (iii) the assertion against the KUDO Station, the KUDO License, the Purchased Assets or the Assigned interests of any claim, right, title or interest, including any chose in action that arose or is attributable to any act, error or omission that occurred prior to Closing.

(b) Indemnification by IBEW Investments

IBEW Investments shall defend, indemnify, and hold Chinook harmless from, against, and in respect of any and all claims, costs, expenses (including the reasonable fees of counsel), liabilities, obligations, losses, damages, actions, suits, or proceedings of any nature arising from or in connection with: (i) the material breach by IBEW Investments of any representation or warranty made by IBEW Investments, or (ii) the assertion against Chinook of any claim for payment or performance of any obligation, debt, or liability, whether fixed or contingent, in connection with the Purchased Assets or

the Assigned Interests solely on account of any matter arising, occurring or taking place as a result of IBEW Investments's actions after Closing.

14. Sales and Other Taxes

Any sales, use, excise, and/or similar taxes imposed upon, as an incident to, or as a result of the sale contemplated by this Agreement shall be paid by Chinook.

15. Miscellaneous Provisions

(a) Notices

If any notices, consents, approvals, or waivers are to be given by any party to this Agreement by any other party, such notices, consents, approvals, or waivers shall be in writing properly addressed to the party to whom such notice is directed, and shall be either actually delivered to such party, sent by the United States mail, return receipt requested, or sent by fax provided that the sender receives machine-generated confirmation or other written confirmation of delivery. If mailed, delivery shall be deemed to have occurred three days after mailing. Notices shall be addressed to the parties as follows:

If to Chinook: Chinook Concert Broadcasters, Inc.
3601 C Street, Suite 290
Anchorage, Alaska 99503
Attention: Rick Goodfellow
Fax: 562-4219 _____

If to IBEW Investments: IBEW Local 1547 Investments, LLC
3333 Denali Street
Anchorage, Alaska 99503-4038
Attention: Gary Brooks
Fax: 274-0834

(b) Successors in Interest

This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties. No party may assign or otherwise transfer this Agreement without the other party's written consent. Any assignment or other transfer in violation hereof shall be null and void.

(c) Entire Agreement

This Agreement, together with the exhibits, contains the final, entire agreement between the parties with respect to the subject of this Agreement. Any representation, warranty, covenant or condition not set forth in writing signed by the parties shall be void

and of no effect. This Agreement specifically supercedes and terminates the Assignment and Purchase Agreement between the parties dated May 12, 2005 and any other prior agreements.

(d) Amendment

This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by both parties. This Agreement may not be amended or modified by course of conduct.

(e) Time of Essence

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(f) Governing Law

This Agreement has been entered into and shall be governed by the laws of Alaska. Venue for any dispute arising out of this Agreement shall be exclusively in Anchorage, Alaska.

(g) Section Headings

The headings of the various subdivisions of this agreement have been inserted for convenience of reference only and shall in no way modify any of the terms or provisions of this Agreement.

(h) Attorney's Fees

If any party brings any action or proceeding for damages for any alleged breach of any provision of this Agreement, or to enforce, protect or establish any right or remedy of any party, each party shall bear its own attorney's fees and costs incurred in the preparation and processing of such action or proceedings or any appeal therefrom. Each party shall pay its own attorney's fees related to the negotiation and execution of this Agreement.

(i) Negotiations

The terms and provisions of this Agreement are the result of arm's length negotiations between the parties and each party has had the benefit of counsel, to the extent it deemed appropriate. Therefore, this Agreement shall not be construed either for or against a particular party by reason of draftsmanship or otherwise.

(j) Multiple Counterparts

This Agreement may be executed in several counterparts, including by fax signature, each of which shall be an original, and all of which, when taken together, shall constitute but one and the same agreement.

(k) No Waiver

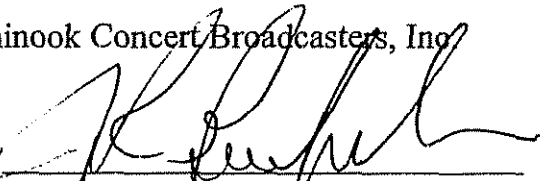
No waiver by any party of any default by any other party in the performance of any provision, condition or requirement of this Agreement shall be deemed to be a waiver of, or in any manner release the other party from, performance of any other provision, condition or requirement of this Agreement, nor deemed to be a waiver of, or in any manner release the other party from, future performance of the provision, condition or requirement; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter.

(l) Severability

In the event any provision of this Agreement is deemed by a court of law or arbitrator with jurisdiction to be inconsistent with or contrary to any federal, state or municipal law, rule or regulation, said provision shall be deemed modified to the least extent necessary to be valid or, if not possible, the remaining provisions, duties and liabilities set forth in this Agreement shall continue in full force and effect and the parties shall negotiate in good faith and agree to a substitute provision that is consistent with the present intent of the parties.

IN WITNESS WHEREOF, we have executed this Agreement on the date set forth beside our names.

Date: 07-06-, 2005

Chinook Concert Broadcasters, Inc.
By 
Rick Goodfellow, President

Date: 7/6, 2005


IBEW Local 1547 Investments, LLC
By International Brotherhood of
Electrical Workers Local 1547, Member
By 
Gary Brooks, Business Manager

Exhibit A

(Description of equipment located at or used in connection with the Tower Road transmitter site)

19" rack for mounting equipment
Belar AM Modulation Monitor
Marti Aural STL transmitter
Marti Aural STL Receiver
Antennae and line associated with Marti STL.
CRL Peak Modulation limiter
Gentner Audio processor
Gentner VRC 2000 remote control unit.
RCA SA 158 stereo amplifier
Optimus AV speaker
Harris 10 KW transmitter
Transmitter line
Wooden workbench
Trouble light
Box of spare parts for the transmitter.

AM equipment not in use now (in stand by)

RCA modulation monitor
AM loudspeaker
Ivovonics compressor-limiter.

Note: Chinook Concert Broadcasters uses the transmitter building for storage of unused equipment for the FM station that is not part of this sale.

Exhibit B

Bill of Sale

For \$10 and other good and valuable consideration, receipt of which is hereby acknowledged, Chinook Concert Broadcasters, Inc., seller, hereby conveys, assigns and transfers to IBEW Local 1547 Investments, LLC, buyer, all of seller's right, title, and interest in and to the following property:

- (a) All equipment located at or used in connection with the Klatt Road transmitter site, as more particularly described in attached Exhibit A.
- (b) All data and records related to the use and operation of the KUDO License, the Transmitter or the KUDO Station (as those words are defined in the Assignment and Purchase Agreement between seller and buyer), including research and development reports, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, communications with regulatory agencies, and other similar documents and records.

Seller warrants and represents that it is the sole owner of the property; that it has the right and power to sell the property; and that the title herein conveyed is good and that the property is free and clear from any security interest, lien or encumbrance.

Chinook Concert Broadcasters, Inc.

Date: _____, 2005

By _____
Rick Goodfellow, President

Exhibit C

Assignment

For \$10 and other good and valuable consideration, receipt of which is hereby acknowledged, Chinook Concert Broadcasters, Inc., assignor, hereby assigns and transfers to IBEW Local 1547 Investments, LLC, assignee, all of seller's right, title, and interest in and to the following property:

- (a) Domestic radio license, frequency 1080 kHz, call sign KUDO, service AM, FCC File no. BL-19860630AL, facility ID number 12961, together with all subsidiary and auxiliary services ("KUDO License").
- (b) All contracts, agreements, licenses, permits, warranties and rights relating to programs or advertising or associated with use or operation of the KUDO License, the Transmitter or the KUDO Station (as those words are defined in the Assignment and Purchase Agreement between seller and buyer).
- (c) All logos, slogans, trade names, call signs, merchandise, web sites, copyrights, trademarks, service marks, lists of listeners, website visitors and advertisers, and other intangible and intellectual property associated with the KUDO Station or the KUDO License.
- (d) Any governmental authorizations regarding use of the Transmitter site.
- (e) Any other rights or privileges associated with the KUDO License, the Transmitter or the KUDO Station.

Assignor warrants and represents that it is the sole owner or licensee of the property; that it has the right and power to assign the interests in the property; and that the title herein assigned is good and that the property is free and clear from any security interest, lien or encumbrance.

Chinook Concert Broadcasters, Inc.

Date: _____, 2005

By _____
Rick Goodfellow, President

Exhibit D

Assignment and Assumption of
Non-Exclusive Tower Site License Agreement

For \$10 and other good and valuable consideration, receipt of which is hereby acknowledged, Chinook Concert Broadcasters, Inc., assignor, hereby assigns and transfers to IBEW Local 1547 Investments, LLC, assignee, all of seller's right, title, and interest in and to that Non-Exclusive Tower Site License Agreement (the "lease") between assignor and MCC Radio LLC (through its agent, Anchorage Media Group), as lessor of the following described property:

A portion of a broadcast tower, connection to that broadcast tower, and approximately 400 square feet of land for a 12x24 foot transmitter building located at 11259 Tower Road, Anchorage, Alaska.

Assignor warrants and represents that the it is the sole owner of the leasehold interests as provided in the lease; that it has the right and power to assign the leasehold interest in the property; and that the title herein assigned is good and that the property is free and clear from any security interest, lien or encumbrance.

Chinook Concert Broadcasters, Inc.

Date: _____, 2005

By _____
Rick Goodfellow, President

Assumption

IBEW Local 1547 Investments, LLC hereby assumes and agrees to perform all obligations under the assigned lease arising after the date of this assignment.

IBEW Local 1547 Investments, LLC
By International Brotherhood of
Electrical Workers Local 1547, Member

Date: _____, 2005

By _____
Gary Brooks, Business Manager

Exhibit E

(List of leases and licenses relating to transmitter)

Non-exclusive Tower Site Lease with MCC LCC for a portion of a broadcast tower, connection to that broadcast tower and approximately 400 square feet of land for a 12x24 foot transmitter building located at 11259 Tower Road, Anchorage, AK.

Exhibit F

(List of agreements and licenses relating to license or transmitter)

AM Facility # 12969¹

Licenses, KUDO AM (AM transmitter)
WAY675 Aural Studio Transmitter Link from 3601 C St. to tower.

Exhibit G
(List of intellectual property)

Internet domain kudo1080.com

Website www.kudo1080.com
And its contents:

Logo:



Guarantee

Whereas, IBEW Local 1547 Investments, LLC ("IBEW Investments") is wholly owned by International Brotherhood of Electrical Workers Local 1547 ("IBEW");

Whereas, IBEW Investments is entering into an Assignment and Purchase Agreement with Chinook Concert Broadcasters, Inc. ("Chinook") and Chinook has requested that IBEW guarantee the obligations of IBEW Investments, and IBEW is willing to do so.

Therefore, in consideration of Chinook entering into the Assignment and Purchase Agreement with IBEW Investments, IBEW hereby guarantees, irrevocably, absolutely, and unconditionally the timely and complete payment of amounts owed by IBEW Investments to Chinook pursuant to the Assignment and Purchase Agreement. IBEW waives any and all suretyship defenses that may at any time arise, but no amendment or modification of the Assignment and Purchase Agreement may result in an increase in the total amount owed by IBEW Investments to Chinook.

International Brotherhood of Electrical Workers
Local 1547

Date: _____, 2005

By _____
Gary Brooks, Business Manager