

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of the 19th day of July 2007 by and between Morningstar Media Company, LLC, a Utah Limited Liability Company (“Buyer”), and Philip L. Weinberg, an Individual (“Seller”).

Recitals

WHEREAS, SELLER has applied and been granted construction permits issued by the FCC for new FM translator stations as contained in Addendum A attached hereto;

WHEREAS, Buyer desires to purchase the SELLER Construction Permits; and

WHEREAS, FCC approval is required for the proposed transactions contemplated hereunder.

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. The Assignment. Subject to the terms and conditions herein outlined, SELLER agrees to assign and Buyer agrees to purchase the Construction Permits (“CP’s”) for the new FM Translator stations as contained in the attached Addendum A, as follows:

(a) Purchase Price. The Purchase Price for the CP’s shall be as indicated in Addendum A payable in immediately available funds.

(b) Deposit. Concurrently with the execution hereof Buyer has paid engineering fees in a good faith effort to preserve the construction permits for the SELLER which is hereby acknowledged by the SELLER as a non-refundable deposit in the amount indicated in the attached Addendum A.

(c) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application (FCC Form 345) for the assignment at the FCC (the “Assignment Application”).

(d) Closing. Buyer will pay the Purchase Price (less the deposit referenced

in Paragraph 1(b) hereof) within five (5) business days after the date on which the FCC order (the "Order") approving the assignment of the FCC Licenses from Seller to Buyer has been granted and becomes a "Final Order"; and *provided further*, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to Buyer or Seller; or (2) the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term "Final Order" shall mean a final order of the Commission which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition or notice of appeal or for review by the Commission, and for any reconsideration, stay or setting aside by the Commission on its own motion or initiative, has expired. Upon Closing, SELLER will provide to Buyer an instrument of conveyance suitable to Buyer for the CP's. In the event, the construction permits do not become licensed facilities of the FCC as contemplated by the Seller and the Buyer, this agreement shall terminate at the election of Buyer, However, in no event shall the SELLER be liable for any expenses incurred by the BUYER in the preparation and filing with the FCC of any applications and/or technical exhibits prepared. The SELLER agrees to cooperate with the BUYER in authorizations required for the modifications of the construction permits and such documents required in the filing of the applications. Both the SELLER and the BUYER agree there is no Broker or broker fee due any third-party and each party agrees to be responsible for their costs incurred in the parathion and execution of the transaction contemplated under this agreement.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the CP's. 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.

3. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorizations which are the subject of this Agreement.

4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments and one-half (50%) of the FCC fees associated with the assignment of the CP's.

5. 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 Nevada. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Nevada. 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.

Morning Star Media Company, LLC
210 North 1000 East
P. O. Box 1450
St. George, Utah 84771

By: _____
E. Morgan Skinner, Jr., Manager

Philip Weinberg
5010 Spencer
Las Vegas, Nevada 89119



By:
Fred M. Weinberg, an Individual acting with
authorization to act as his attorney in fact.

ADDENDUM A

Construction Permits

Location, Facility ID Number	Total	Deposit	At Closing	CP Status
K299AT, Moapa, Nevada (FIN: 142762)	\$1,500	\$500	\$1,000	Granted Expires 7/23/2007
K284BE, Dolan Springs, Arizona (FIN: 147963)	\$1,500	\$500	\$1,000	Granted Expires 7/23/2007