

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 21<sup>st</sup> day of July 2006 by and between Invisible Allies Ministries, a Pennsylvania not-for-profit corporation ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB").

### Recitals

WHEREAS EB has applied for construction permits to be issued by the FCC for FM translator stations in communities throughout the United States, including the Construction Permit (CP) as indicated on the attached Addendum A, which CP has been granted by the FCC;

WHEREAS, Buyer would like to obtain the CP from EB; and

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

### 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 conditions contained herein, EB agrees to assign and Buyer agrees to purchase the Construction Permit for the new FM Translator as indicated on the attached Addendum A as follows:
  - (a) Purchase Price. The Purchase Price for the Construction Permit shall be Three Thousand Dollars (\$3,000) payable in immediately available funds.
  - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to EB a non-refundable deposit in the amount of Five-Hundred Dollars (\$500) subject to section 5 hereof.
  - (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 ten (10) days after approval of the

Assignment Application, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for Construction Permit.

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 Construction Permit. 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 or fees associated with the purchase of the CP.
5. Termination. This agreement shall terminate nine (9) months after the filing of the assignment application if the FCC has not granted the assignment application, and buyer shall be entitled to the refund of the deposit.
6. Modification Application. EB agrees to coordinate the filing of minor modification application(s) to the CP conforming with the specification provided by Buyer that would be filed with the FCC prior to the consummation of the transaction. Buyer will utilize its own engineer and prepare at its own cost the technical specifications to be included in the modification application(s) and EB agrees to submit the application(s) in its name with the understanding that if the Agreement is terminated without consummation as discussed in Section five (5), EB will, at its choosing seek the dismissal of the modification application, or the cancellation of the modified construction permit authorization.
7. 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. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State 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.

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.

**INVISIBLE ALLIES MINISTRIES**  
1313 Valley View Road  
Bellefonte, PA 16823

By: Michael J. Schomer  
Michael J. Schomer, President

**EDGEWATER BROADCASTING, INC.**  
P. O. Box 5725  
Twin Falls, Idaho 83301

By: Clark Parrish  
Clark Parrish, President

**ADDENDUM A**

**Singletons**

<b>Call, Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>CP Status Granted</b>
W259AQ Clearfield, PA Fin: 154681	\$3,000	\$500	\$2,500	7/30/2004