

## **OPTION AGREEMENT**

THIS OPTION AGREEMENT (this "Agreement") is made and entered into as of the 24th day of June 2004 by and between The Love Station, Inc., an Oklahoma not-for-profit corporation ("TLS"), and Edgewater Broadcasting, Inc. an Idaho not-for-profit corporation ("EB").

### **Recitals**

EB has applied for construction permits to be issued by the FCC for FM translator stations for communities throughout the United States, including an application for a new FM translator station (the "Singleton") in Bartlesville, Oklahoma Facility ID 153233 which application in the FCC's database appears to as being clear of mutually-exclusive FM translator and full power FM stations and applications under the FCC's technical rules.

TLS would like to obtain the Singleton or comparable FM translator(s) construction permit(s) granted to EB upon approval of construction permit(s) for such facilities by the FCC.

### **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 Singleton Option. EB hereby grants to TLS an option (the "Singleton Option") to purchase the aforementioned singleton as indicated or substitute Singleton(s) as agreed to by the parties, subject to the following terms and conditions:

(a) The deposit for the Singleton Option shall be 15% of the total amount as indicated below in section 1 (b), all of which is non-refundable if TLS fails to exercise the option, payable upon execution of this Agreement.

(b) The Purchase Price for the construction permit for the Singleton shall be the sum of Ten-Thousand Dollars (\$10,000.00).



- (c) The term of the Singleton Option will begin on the date of FCC grant of the construction permit for such Singleton and shall expire 14 days after notice of such grant to TLS (the "Singleton Option Term") by EB in writing at the address indicated below..
  - (d) Upon notice of exercise of the Singleton Option, which shall be provided by TLS to EB in writing at the address indicated below, the parties should jointly file an assignment application with the FCC (the "Singleton Assignment Application").
  - (e) TLS will pay the remaining Purchase Price of the Singleton option within fourteen (14) days after approval of the Singleton Assignment Application by the FCC, whereupon EB will provide to TLS an instrument of conveyance suitable to TLS for the Singleton conveyed.
  - (f) If for any reason the singleton listed above fails to be granted to EB by the FCC or if the FCC denies the transfer to TLS for any reason, then the applicable deposit would be refundable in full, payable within 90 days from the date of the deposit.
  - (g) Interference Guarantee. Within 360 days from the date of acquisition of the CP, should the FCC issue a letter, order or other document causing TLS to terminate broadcast due solely to interference caused to primary broadcast facilities, which interference TLS attempted to cure using generally accepted engineering methods, TLS shall by written notice to EB have the option to put the Construction Permit/License back to EB. The parties shall then within thirty (30) days thereafter file an application for assignment of the construction permit/license from TLS to EB or a third-party designated by EB. EB shall refund \$7,000. (70% of the original purchase price) to TLS after FCC approval of said Assignment Application back to EB. TLS will then provide to EB an instrument of conveyance suitable to EB for the license conveyed.
3. Exclusivity and Confidentiality. The parties agree that during the Singleton Option Term neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the aforementioned Singleton. 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.
4. 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.

**THE LOVE STATION, INC.**

PO Box 14

Ponca City, OK. 74602

By Doyle Brewer 6/24/04  
Doyle Brewer, President

**EDGEWATER BROADCASTING, INC.**

P. O. Box 5459

Twin Falls, Idaho 83301

By Clark Parrish 6/24/04  
Clark Parrish, President