

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of November 2006 by and between Goforth Media, Inc. ("GMI"), an Alabama non-profit corporation, and Edgewater Broadcasting, Inc. ("EWB"), an Idaho not-for-profit corporation.

### Recitals

WHEREAS EWB has applied for construction permits to be issued by the FCC for FM translator stations for communities throughout the United States, including the applications as indicated on the attached addendum, which applications have been granted Construction Permits ("CPs") by the FCC:

WHEREAS, GMI would like to obtain the EWB CPs; and

WHEREAS, Prior FCC approve 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, EWB agrees to assign the Permit to GMI and GMI hereby agrees to accept the Permit as follows:
  - (a) Purchase Price. The Purchase Price for the construction permits shall be as indicated on the attached addendum.
  - (b) Deposit. Concurrent with the execution hereof, GMI shall pay to EWB
  - (c) Application. Within ninety (90) days of the execution hereof, the parties shall jointly file an assignment application with the FCC seeking FCC consent to the assignment of the Permit from EWB to GMI.

Closing. GMI will pay the remaining Purchase Price at close after FCC approval of the Assignment Application for the Permit, whereupon EWB will provide to GMI an instrument of conveyance suitable to GMI for the Permit.

2. **Exclusivity and Confidentiality.** 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.** GMI represents warrants and covenants to EWB that it is qualified to be a Non-Commercial Educational licensee and to hold the FCC authorization, which is the subject of this Agreement.
4. **Transfer Fees and Taxes.** GMI 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 EWB CP.
5. **Default.** Should the Commission fail to grant the construction permit for the EWB CPs specified herein to GMI a full refund will be due GMI within 30 days from such denial by the FCC. The deposit is not refundable under any other circumstance.
6. **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.

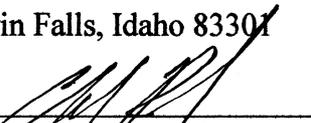
THE NEXT PAGE IS THE SIGNATURE PAGE

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.

**Goforth Media, Inc.**  
**PO Box 1328**  
**Mobile, AL 36633-1328**

By   
Wilbur Goforth, President

**Edgewater Broadcasting, Inc**  
**P. O. Box 5459**  
**Twin Falls, Idaho 83301**

By   
Clark Parrish, President

**ADDENDUM A**

**Construction Permits**

<b>Callsign</b>	<b>Facility ID</b>	<b>City, ST</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>CP Status</b>
W258AQ	150830	CITRONELLE, AL	\$3,000.00	\$1,000.00	\$2,000.00	granted
W237BE	146196	BREWTON, AL	\$3,000.00	\$1,000.00	\$2,000.00	granted