



47 N. 100 W. Jerome, ID 83338 | 208.436.4757 | Fax: 208.436.3050



EDGEWATER BROADCASTING NETWORK

September 24, 2019

Sent via CMRRR 7018 1130 0000 6333 5175

Lee Family Broadcasting, Inc.
Attn: Kim Lee and Jami Lee
47 N. 100 W.
Jerome, ID 83338

RE: **Notice of Assignment: HD Channel – Translator Agreement** entered into by and between Lee Family Broadcasting, Inc. ("LFB") and Edgewater Broadcasting, Inc. dated August 2014 re: FCC Facility 152272-ID-Kimberly-K248BZ and FCC Facility 146174-ID-Kimberly-K228FL

Dear Kim and Jami:

Edgewater Broadcasting, Inc. has assigned its interest in the above referenced HD Channel – Translator Agreement to Radio by Grace, Inc., a Texas non-profit corporation ("Radio by Grace") as of August 9, 2019, per the terms of the Assignment and Bill of Sale between Edgewater and Radio by Grace.

Pursuant to the terms of the previously executed Donation Agreement between Edgewater and Radio by Grace dated October 10, 2018 and as subsequently modified by the First Amendment to Donation Agreement dated August 9, 2019, Edgewater donated substantially all of its assets and FCC licenses to Radio by Grace. Due to the nature of the transaction, the donation of Edgewater's assets, with included the FCC license for translator station 152272, did not trigger LFB's right of first refusal under section 10.12 of the agreement identified above.

If LFB concurs please sign below memorializing your receipt and acknowledgement of this notice. Please return this via email to janet@edgewaterbroadcasting.com or to our PO Box J, Twin Falls, ID 83303.

Enclosed with this correspondence please find Radio by Grace's contact information for your use going forward. It has been a pleasure working with you over the past several years. If we can be of help with anything please do not hesitate to contact us.

Sincerely,

/s/ Dennis Clouch

Dennis Clouch
President of Edgewater Broadcasting, Inc.

Encl.

PO Box J, Twin Falls, ID 83303 ♦ 208-733-3551 ♦ FAX 208-734-0671



47 N. 100 W. Jerome, ID 83338 | 208.436.4757 | Fax: 208.436.3050

Lee Family Broadcasting, Inc.
September 24, 2019
Page 2

AGREED AND ACKNOWLEDGED this 3 of Oct, 2019.

Kim Lee
Name: Kim Lee
Title: GM-owner
On behalf of Lee Family Broadcasting, Inc.



47 N. 100 W. Jerome, ID 83338 | 208.436.4757 | Fax: 208.436.3050

RADIO BY GRACE, INC.

Billing

Janet Roe
Edgewater Broadcasting, Inc.
P.O. Box J
Twin Falls, ID 83303
janet@edgewaterbroadcasting.com
Phone: 208-420-1922

Technical

Tom Golding
Radio by Grace, Inc.
4111 Plains Blvd.
Amarillo, TX 79106
tcg@radiobygrace.com
Phone: 208-308-5656

Legal

Jeff Ritter
Mullin Hoard & Brown, LLP
500 South Taylor, Suite 800
Amarillo, TX 79101
jritter@mhba.com
806-372-5050

HD CHANNEL - TRANSLATOR AGREEMENT

THIS HD CHANNEL - TRANSLATOR AGREEMENT (this "Agreement") is entered into as of this ___ day of August, 2014, by and between Lee Family Broadcasting, Inc., an Idaho corporation ("LFB"), Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("Edgewater") and Radio Assist Ministry, Inc., an Idaho not-for-profit corporation ("Radio Assist").

Recitals

WHEREAS, LFB is the holder of a license issued by the Federal Communications Commission ("FCC") for radio station KXTA(FM), FCC Facility ID 28218, licensed to Gooding, Idaho (the "Station");

WHEREAS, LFB has installed equipment to enable the Station to transmit an in-band, on-channel ("IBOC Equipment") digital broadcast signal and has obtained a license (the "iBiquity License") from iBiquity Digital Corporation ("iBiquity") to utilize such equipment;

WHEREAS, Edgewater has certain Christian based music and/or talk programming which it desires to provide (the "Edgewater Programming") for broadcast on one of the HD IBOC digital broadcast signal of the Station as detailed in this Agreement (the "HD Channel");

WHEREAS, Radio Assist, an affiliate of Edgewater with common ownership, has a construction permit (file no. BNPFT-20130319ADU) issued by the FCC for construction and operation of FM translator FCC Facility ID 152272, with a city of license of Kimberly, Idaho ("Translator 152272");

WHEREAS, Radio Assist desires and agrees to rebroadcast the programming of the Station (or another station of LFB) on Translator 152272, and toward that goal, Radio Assist has filed an application with the FCC (file no. BMPFT-20140729ADH) to modify the location of the Translator 152272 to LFB's tower Antenna Structure Registration Number ("ASRN") 1041912, in Jerome, Idaho (the "ASRN 1041912 Tower");

WHEREAS, LFB desires to provide Edgewater with tower & transmitter building space for its Translator 146174 facility on LFB's ASRN 1041912 Tower, at a position on the tower as provided in this Agreement and with space in the transmitter building at the tower, for broadcast of Edgewater Programming; and Edgewater has filed an application with the FCC (file no. BMPFT-20140729ADG) to relocate Translator 146174 to LFB's ASRN 1041912 Tower;

WHEREAS, LFB desires to provide Radio Assist with tower & transmitter building space to place Translator 152272 facility on LFB's ASRN 1041912 Tower at a position on the tower as provided in Radio Assist's pending FCC application (file no. BMPFT-20140729ADH) to enable rebroadcast of Station (or another station of LFB).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants between the parties contained herein as well as other consideration, the receipt

and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Term. The initial term of this Agreement shall commence upon the signing of this agreement (the "Commencement Date"), and shall continue for a period of seven (7) years from such date unless otherwise terminated in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for two successive 3-year renewal periods unless one party provides written notice to the other party at least ninety (90) days prior to the expiration of the initial term or the subsequent renewal term of its intention to terminate the Agreement, or unless the Agreement is otherwise terminated. The initial term and the renewal term(s) are collectively referred to herein as the "Term."

Section 2. Exchange of Consideration. The consideration between the parties consists of its mutual agreements, promises, and covenants in this Agreement, which, among other provisions, permit Edgewater to present its Edgewater Programming on the HD Channel of LFB's Station, and for LFB to present Station's (or another LFB station's) programming on Radio Assist's Translator 152272.

2.1. Edgewater Programming Broadcast by the HD Channel.

2.1.1. Programming for the HD Channel. Beginning on the Commencement Date, Edgewater will have the right to supply the Edgewater Programming for broadcast by LFB on the HD Channel. Subject to the rights and obligations of LFB as an FCC licensee as set forth in Section 3 and Attachment 1, the Edgewater Programming may be broadcast during all of the Station's broadcast day, 24 hours per day, on a daily basis during the Term.

2.1.2. iBiquity License. LFB shall pay any fees payable to iBiquity for HD broadcasts of LFB which will include the HD Channel.

2.1.3. Purchase and Installation of Equipment. LFB will maintain the IBOC Equipment necessary for the Station to transmit the Edgewater Programming on one of the Station's HD IBOC digital broadcast signals with a data rate of between 24 kbs and 12 kbs. The HD channel and data rate will be determined by LFB in its sole discretion. The IBOC Equipment is owned by LFB and shall remain the property of LFB.

2.1.4. HD Equipment for use by Edgewater. At no extra cost, LFB shall provide Edgewater with space in the Station's transmitter building to house the equipment (the "HD Equipment") necessary for the broadcast of the Edgewater Programming on the HD Channel. LFB has installed electrical utility service at the Station's transmitter facilities and will make such utility service available to Edgewater for operation of the HD Equipment. LFB shall provide Edgewater with reasonable access to the Station's transmitter facilities to enable Edgewater to install, maintain, repair and service the HD Equipment, subject to such reasonable restrictions and policies as LFB may establish from time-to-time.

2.2. Translator 152272.

2.2.1. Rebroadcast of the LFB Programming By Translator 152272. Beginning on the Commencement Date, Radio Assist shall make Translator 152272 available

twenty-four (24) hours per day, seven (7) days per week for the rebroadcast of the programming presented by LFB on one of the Station KXTA(FM)'s HD channels or main channel, ("LFB Programming") and for no other purpose. LFB may request that Translator 152272 rebroadcast the signal of another LFB or LFB-affiliated radio station, and, upon such request, the parties will cooperate to file any and all applications and other documents with the FCC to implement the change in the primary signal. In such instance of a change of primary station, the term "LFB Programming" shall henceforth refer to the programming of the substituted primary station and "LFB" to the licensee of such substituted primary station.

2.2.2. Purchase and Installation of Equipment. To the extent the modification of Translator 152272 as specified in Section 6 requires the purchase of additional equipment, LFB shall purchase such equipment (the "New Equipment") for use by Radio Assist at no cost during the Term to fulfill its obligations under this Agreement. Provided however, LFB shall retain title to the New Equipment throughout and after the Term.

2.2.3. LFB Relay Equipment. LFB shall be solely responsible for all costs in the acquisition, installation, maintenance, and servicing of equipment necessary for relay of the LFB Programming to Translator 152272, including but not limited to the acquisition and installation of antennae, satellite dishes, and other facilities as may be necessary.

2.2.4. Access to Translator Facilities. Radio Assist shall have reasonable access to the Translator 152272 equipment to maintain and repair such equipment twenty-four (24) hours, seven (7) days per week; provided, that such access shall be subject to such reasonable restrictions and policies as LFB may establish from time-to-time.

2.3. Translator 146174.

2.3.1. Relocation of Translator 146174. Edgewater shall provide LFB written notice no later than ten (10) business days prior to a date during the Term when Edgewater desires to operate Translator 146174 from LFB's ASRN 1041912 Tower, in all cases subject to prior FCC authorization. The parties will cooperate to install an antenna with size and weight specifications acceptable to LFB on ASRN 1041912 Tower, with an antenna height of radiation center above ground of approximately 220 feet (67 meters). Edgewater has filed an application with the FCC (file no. BMPFT-20140729ADG) to relocate Translator 146174 to LFB's ASRN 1041912 Tower. Edgewater shall be solely responsible for the preparation, prosecution and cost of filing and securing grants of the foregoing and any other applications for FCC authorization to modify Translator 146174 for operation at the ASRN 1041912 Tower.

2.3.2. Lease of the ASRN 1041912 Tower. Edgewater and LFB agree to enter into a lease to enable Translator 146174 to operate at LFB's ASRN 1041912 Tower with such lease having terms acceptable to LFB for leases entered into by LFB, except that it will be rent-free and LFB will pay for utility charges incurred in operation of Translator 146147 equipment, (However, to the extent applicable, Edgewater will be responsible for any taxes or fees of any government, state, local or federal as to the Translator 146147 equipment or as to the lease) during the Term and for 60 days thereafter, provided that the LFB continues to own the ASRN 1041912 Tower during such period. Edgewater shall have reasonable access to the ASRN 1041912 Tower to maintain and repair the Translator 146174 equipment twenty-four (24) hours, seven (7) days per week; provided, that such access shall be subject to such reasonable

restrictions and policies as LFB may establish from time-to-time. Edgewater shall be responsible for all costs of any type incurred in the termination of any existing lease for Translator 146174.

2.3.3. Purchase and Installation of Equipment. Edgewater shall be solely responsible for all costs in the acquisition, installation, and maintenance of equipment, including equipment for the receipt of programming (the "Edgewater Translator 146174 Equipment") necessary to operate Translator 146174 at the ASRN 1041912 Tower. Edgewater shall remain the sole and exclusive owner of all of the Edgewater Translator 146174 Equipment.

2.3.4 Interference to or from Translator 146174. In the event it acquires information from LFB or any other source concerning interference caused to or received by Translator 146174 with respect to any other radio facility, Edgewater, at its sole cost, will eliminate such interference as promptly as possible by technical or other means in a manner mutually agreeable to LFB. Edgewater shall provide LFB with copies of any and all written communications, pleadings, letters, or any other written or verbal reactions (including emails) concerning Translator 152272 and otherwise ensure that LFB remains informed of Edgewater's efforts or those of its affiliate, Radio Assist.

Section 3. Programming.

3.1. Edgewater Programming. All aspects of the Edgewater Programming to be broadcast on the HD Channel, will comply FCC rules and policies, the Communications Act, and the terms and conditions set forth in Attachment 1 to this Agreement, which is incorporated by reference.

3.2. Station Control. Edgewater shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station, including the HD Channel. Such operations, including ultimate control and supervision of all of programming broadcast on Station facilities, employees, finances, and policies of the Station, shall be the sole responsibility of LFB.

Section 4. Translator Control. Radio Assist and Edgewater, as licensees of Translator 152272 or Translator 146174, shall have ultimate control and supervision of all of operations of the translators.

Section 5. Expenses.

5.1. Station Expenses. Except as otherwise set forth in this Agreement, LFB will be solely responsible for all costs for operation of the Station, including but not limited to its employees, maintenance of all equipment, and provision of all utilities supplied to the Station's main studio and transmitter sites, taxes and applicable fees..

5.2. Translator Expenses. Except as otherwise set forth in this Agreement, as licensees, Radio Assist will be ultimately responsible for all costs for operation of Translator 152272, and Edgewater of Translator 146174, including but not limited to its employees and maintenance of all equipment, and costs of utilities (as reasonably prorated by LFB), taxes and applicable fees.

Section 6. Covenants.

6.1. LFB Covenants.

6.1.1. Preservation of Edgewater's Rights. During the Term, LFB shall use commercially reasonable efforts to preserve the iBiquity License to enable the Edgewater Programming to be broadcast on the HD Channel, in accordance with the terms and conditions of this Agreement.

6.1.2. Operation of Station. LFB shall use commercially reasonable efforts to operate the Station in material compliance with applicable law, including but not limited to the Act and FCC rules and policies.

6.2. Edgewater and Radio Assist Covenants.

6.2.1. Application to Modify Translator 152272. Radio Assist has filed a Form 349 application (file no. BMPFT-20140729ADH) (the "Construction Permit Application") with the FCC for a construction permit (the "CP") to modify the FCC license of Translator 152272 to change the Translator's operating specifications and/or to relocate the Translator's transmitter site to ASRN 1041912 in compliance with all applicable FCC rules and policies, Radio Assist and Edgewater shall use commercially reasonable efforts to secure a grant of the Construction Permit Application and the issuance of the CP at the earliest practicable time.

6.2.2. Modification of Facilities for Translator 152272. Promptly after issuance of the CP, Radio Assist shall undertake commercially reasonable efforts to construct the modification of the facilities of Translator 152272 at the earliest practicable time in accordance with the CP.

6.2.3. Application for License to Cover Translator 152272 CP. Upon completion of the construction of the facilities authorized by the CP, Radio Assist shall (after reviewing and making whatever changes are warranted and mutually agreeable with LFB) promptly file with the FCC and diligently prosecute the License Application in accordance with the terms and conditions of this Agreement to obtain a grant at the earliest practicable time.

6.2.4. Operation of Translator 152272. Radio Assist shall use commercially reasonable efforts to operate Translator 152272 in material compliance with applicable law, including but not limited to the Act and FCC rules and policies and the Communications Act and as set forth in Section 3.

6.2.5. Interference to or by Translator 152272. In the event it acquires information from LFB or any other source concerning interference caused to or received by Translator 152272 as modified pursuant to the CP with respect to any other radio facility, Edgewater, Radio Assist at its sole cost, will eliminate such interference as promptly as possible by technical or other means in a manner mutually agreeable to LFB. Radio Assist shall provide LFB with copies of any and all written communications, pleadings, letters, or any other written or verbal reactions (including emails) concerning Translator 152272 and otherwise ensure that LFB remains informed of Radio Assist's efforts or those of its affiliate, Edgewater.

Section 7. Representations and Warranties.

7.1. By LFB. LFB represents and warrants to Edgewater that (a) it has all requisite company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by LFB hereunder, (b) the execution, delivery, and performance by LFB of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of LFB, (c) this Agreement has been duly executed and delivered by LFB and constitutes the legal, valid, and binding obligation of LFB, enforceable against LFB in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) the execution, delivery, and performance by LFB of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party except the FCC as contemplated herein, (ii) will not conflict with any provision of the organizational documents of LFB; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which LFB is a party or by which LFB is bound.

7.2. By Edgewater. Edgewater represents and warrants to LFB that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Edgewater hereunder, (b) the execution, delivery, and performance by Edgewater of this Agreement and the documents contemplated hereby have been duly authorized by all necessary corporate actions on the part of Edgewater, (c) this Agreement has been duly executed and delivered by Edgewater and constitutes the legal, valid, and binding obligation of Edgewater, enforceable against Edgewater in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Edgewater of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party except the FCC as contemplated herein, (ii) will not conflict with any provision of the organizational documents of Edgewater; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which Edgewater is a party or by which it is bound.

7.3 By Radio Assist. Radio Assist represents and warrants to LFB that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Radio Assist hereunder, (b) the execution, delivery, and performance by Radio Assist of this Agreement and the documents contemplated hereby have been duly authorized by all necessary corporate actions on the part of Radio Assist, (c) this Agreement has been duly executed and delivered by Radio Assist and constitutes the legal, valid, and binding obligation of Radio Assist, enforceable against in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Radio Assist of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party except the FCC as contemplated herein, (ii) will not conflict with any provision of the organizational documents of

Radio Assist; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which Radio Assist is a party or by which it is bound.

Section 8. Indemnification.

8.1. Edgewater's and Radio Assist's Indemnification. Edgewater and Radio Assist shall indemnify and hold LFB harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, however all of the foregoing expressly exclude consequential damages, (collectively, "Damages") resulting from (a) Edgewater's or Radio Assist's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Edgewater's or Radio Assist's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) any third-party claims relating to the Edgewater Programming or Radio Assist programming, including without limiting the foregoing any fines or forfeitures imposed by the FCC. .

8.2. LFB's Indemnification. LFB shall indemnify and hold Edgewater and Radio Assist harmless from and against any and all Damages resulting from (a) LFB's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) LFB's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) any third-party claims relating to LFB Programming broadcast on Translator 152272, including without limiting the foregoing any fines or forfeitures imposed by the FCC.

8.3. Procedure for Indemnification.

8.3.1. Notice of Claim. The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or made by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to a lawsuit or other legal proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such lawsuit or other legal proceeding was given to Claimant; provided, that the failure to give timely notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

8.3.2. Investigation of Claims. With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party fail to agree within the 30-day period (or any mutually

agreed upon extension thereof), the Claimant may seek any remedy available to it at law or equity.

8.3.3. Third Party Claims. With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement.

8.3.4. Expeditious Action. If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every commercially reasonable effort to reach a decision with respect thereto as expeditiously as possible.

8.3.5. Scope of Indemnification Rights. The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives, attorneys, agents, successors and permitted assigns of any Claimant; provided, that, for the purpose of the procedures set forth in this section, any indemnification claims by such parties shall be made by and through the Claimant.

8.4. Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made in writing on or before the earlier of the expiration of that one-year period or the applicable statute of limitations.

Section 9. Termination.

9.1. Termination. This Agreement may be terminated by either LFB or Edgewater by written notice to the other, if the party seeking to terminate is not then in material breach of any representation, warranty, covenant or other obligation hereunder, upon the occurrence of any of the following:

9.1.1. the mutual written consent of both parties;

9.1.2. by LFB if either Radio Assist or Edgewater is in material breach of any representation, warranty, covenant or other obligation under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice from LFB as the non-breaching party identifying the nature of the breach; and by Radio Assist and Edgewater if LFB is in material breach of any representation, warranty, covenant or other obligation under this Agreement and has failed to cure such breach with respect to such party within thirty (30) days after receipt of written notice from Radio Assist and Edgewater as the non-breaching parties identifying the nature of the breach ;

9.1.3. by any party subject to the provisions of Sections 10.4 and 10.5, this Agreement is amended in whole or material part or declared invalid or illegal in whole or material part by an order of a governmental authority or court of competent jurisdiction and such order has become final (which, for purposes of this Agreement, means an order that is no longer subject to reconsideration or review by any governmental authority or court of competent jurisdiction because the time periods under applicable law for requesting or initiating such reconsideration or review have expired without such reconsideration or review having been requested or initiated);

9.1.4. by either party, if the FCC or the licensee of Translator 152272 takes any action with respect to Translator 152272 (such as an action resulting in cancellation, revocation, or modification of the current FCC license or the CP, denial of the License Application or suspension of operations) that would preclude rebroadcasting the LFB Programming as contemplated hereunder;

9.1.5. by Edgewater, if LFB rejects, preempts, suspends or cancels more than twenty-four hours of the Edgewater Programming presented on the Station's HD Channel, excluding any equipment malfunction or other reasons beyond LFB's control, hereof during any 30-day period (if, but only if, notice of such termination notice is provided to LFB within ten (10) days after expiration of such 30-day period);

9.1.6. by LFB, if Radio Assist (or Edgewater if it becomes licensee or permittee) fails to rebroadcast more than five (5) hours of the LFB Programming on Translator 152272 during any 30-day period, excluding any equipment malfunction or other reasons beyond Radio Assist's control (if, but only if, notice of such termination notice is provided to LFB within ten (10) days after expiration of such 30-day period);

9.1.7. by LFB, if (i) the FCC has not granted the Construction Permit Application for Translator 152272 within four (4) months from the filing date; or (ii) the facilities authorized by the CP has not been constructed and able to go on-air within thirty (30) days of the FCC's grant of the CP;

9.1.8. by LFB, if Edgewater has not become the licensee of Translator 152272 within six (6) months of the date hereof;

9.1.9. by LFB, in the event of a sale or conveyance of the Station;

9.1.10. by LFB, if prior to the date that Edgewater becomes the licensee of Translator 152272, Radio Assist preempts or fails to rebroadcast on Translator 152272 the LFB Programming for the relevant periods of time detailed in this Agreement; and

9.1.11 by either LFB if for any reason beyond its control, its iBiquity License is cancelled and cannot be renewed on commercially reasonable basis.

Section 10. Miscellaneous.

10.1. Assignment. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or denied; provided, that either party may assign its rights and obligations to any other party under common control with such party; and provided further, that either party may assign its rights and obligations to any party who acquires all or substantially all of the assets (including FCC licenses) of LFB or Edgewater or Radio Assist, as the case may be. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.2. Governing Law. This Agreement will be governed by the laws of the State of Idaho without regard to conflicts of law principles, and the parties agree to the jurisdiction of the courts of Jerome County, Idaho.

10.3. Notices. All notices and other communications required or permitted by this Agreement shall be delivered in writing by hand, by overnight courier (charges prepaid), by facsimile (with written confirmation of receipt), and shall be sent to the following addresses (as the same may be changed from time to time upon written notice from the party changing its address):

If to LFB:

Lee Family Broadcasting, Inc.
3219 Laurelwood Drive
Twin Falls, ID 83301
Attention: Kim Lee and Jami Lee

If to Edgewater or Radio Assist:

Clark Parrish, President
Edgewater Broadcasting, Inc.
PO Box 5725
Twin Falls, Idaho 83303

10.4. Challenge to Agreement. In the event that the FCC raises a question as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and FCC rules and policies while attempting to preserve, to the greatest extent practicable, the intent of the parties as embodied in the provision of this Agreement which is to be so modified. If this Agreement is otherwise challenged by or before the FCC, whether or not in connection with the renewal application of the Station or the Translator 152272, LFB, Radio Assist and Edgewater shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings, each at its own expense. To that end, each party shall promptly provide to the other party copies of any and all communications (including emails) to or from the FCC with respect to the Agreement or such challenge.

10.5. Severability. If any provision of this Agreement or the application thereof to either party or circumstances shall be held invalid or unenforceable to any extent by any governmental authority or court of competent jurisdiction, or if the parties cannot amend the Agreement as contemplated by Section 10.4 to satisfy any concern expressed by the FCC, such provision shall be deemed of no further force and effect and the remainder of this Agreement shall remain in effect; provided, that if the provision invalidated or removed is material to the benefit to be secured by any party, then such party may terminate this Agreement in accordance with Section 9.1.3.

10.6. Force Majeure. Any failure or impairment of the Station's or Translator 152272's facilities or any delay or interruption in the broadcast or rebroadcast, as the case may be, of the LFB Programming or Edgewater's Programming, or either party's failure at any time to furnish facilities or provide services, in whole or in part, as required by this Agreement, due to Acts of God, strikes, lockouts, material or labor restrictions, actions taken by any governmental authority, civil riot, floods and any other cause not reasonably within the control of LFB or Edgewater or Radio Assist, or for power reductions necessitated for maintenance of the Station or the Translator, shall not constitute a breach of any representation, warranty, covenant or other obligation under this Agreement, and neither party shall be liable to the other party or subject to any claim of a breach of any representation, warranty, covenant, or other obligation hereunder, provided however, that each party retains its respective rights to terminate this Agreement pursuant to Section 9 of this Agreement.

10.7. No Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party to this Agreement shall be authorized to act as an agent of or otherwise represent the other party.

10.8. Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

10.9. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement and their respective successors and permitted assigns. No other person or entity is an intended or incidental beneficiary of this Agreement.

10.10. Expenses. Except as otherwise expressly provided herein, each party shall be solely responsible for all professional fees and other expenses (including licensing fees for use or rebroadcast of the LFB Programming or the Edgewater Programming) which it incurs in connection with the transactions contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith; provided, that, notwithstanding any statement in this Agreement to the contrary, if either party institutes a lawsuit or other formal legal proceeding to enforce its rights hereunder, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney fees.

10.11. Construction. The headings of this Agreement are for convenience only and will not affect the meaning of any term or the construction of any provisions of this

Agreement. The words "herein," "hereof," "hereby" and similar terms shall refer to the Agreement as a whole unless the provision expressly states otherwise. The terms "and" and "or" are used in both the conjunctive and disjunctive sense where appropriate.

10.12. Right of First Refusal. Radio Assist and Edgewater shall not enter into any agreement, whether by asset purchase agreement or otherwise, that will result in the change in control of Translator 152272 or the sale of all or substantially all of the assets used or useful in the operation of Translator 152272, without first providing LFB with an opportunity to match any *bona fide* offer which Radio Assist or Edgewater obtains or receives in conjunction therewith from a bona fide unaffiliated third party (the "Prospective Buyer"). To enable LFB to exercise its rights under this section, Radio Assist and Edgewater shall (1) obtain a written proposal from or acknowledged in writing by the Prospective Buyer, (2) promptly provide a copy of such proposal to LFB, and (3) not execute any letter of intent or agreement with the Prospective Buyer unless Edgewater has not received any response from LFB within thirty (30) days after LFB's receipt of such proposal whether LFB would be willing to match the offer from the Prospective Buyer. If LFB fails to respond within the aforementioned 30-day period (or otherwise advises Edgewater that LFB will not match the Prospective Buyer's offer), Radio Assist or Edgewater may execute and consummate the proposed agreement with the Prospective Buyer; provided, that, if any of the terms and conditions of the proposal are changed in any material manner after expiration of the aforementioned 30-day period, then, in that event, Edgewater shall be obligated to send the revised proposal to LFB and provide LFB with the same 30-day opportunity to decide whether to match the revised proposal. If LFB agrees to match the Prospective Buyer's proposal, the parties shall negotiate in good faith and use commercially reasonable efforts to enter into a binding agreement within thirty (30) days after LFB agrees to match the Prospective Buyer's proposal.

10.13. Required Certifications.

10.13.1 By LFB. LFB, as licensee of Station, hereby certifies that it has, and shall maintain ultimate control over the Station's facilities as required by the FCC, and represents and warrants that this certification may be relied upon by the FCC and Edgewater and Radio Assist.

10.13.2. By Edgewater and Radio Assist. Edgewater and Radio Assist certify that the arrangement with LFB as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Edgewater and Radio Assist represent and warrant that this certification may be relied upon by the FCC, as well as by LFB.

10.13.3 Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Edgewater shall not discriminate in any contract for advertising in Edgewater Programming on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Edgewater shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

10.14. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but both of which together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or email shall be deemed sufficient to render this Agreement effective.

10.15. Entire Agreement. This Agreement (including attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect to the same subject matter. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by both parties.

[Signatures of the parties are on the following page.]

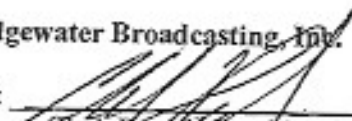
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

Lee Family Broadcasting, Inc.

By: 

Kim Lee, President

Edgewater Broadcasting, Inc.

By: 

Clark Parrish, President

Radio Assist Ministry, Inc.

By: 

Clark Parrish, President

ATTACHMENT I
PROGRAMMING AGREEMENT

1.1 Edgewater Programming. During the term of this Agreement, Edgewater as programmer will provide, and LFB agrees to transmit on the HD Channel, the Edgewater Programming sufficient to program all of the Station's broadcast day on a daily basis 24 hours a day throughout the year and in accordance with FCC requirements on the HD Channel, provided however, notwithstanding the foregoing, LFB may withhold up to 2 hours of program time each week or otherwise preempt Edgewater Programming as required by FCC rules and policies for programming by LFB as the licensee of the Station.

1.2 Advertising Sales. Edgewater shall have the sole right to sell advertising to be placed in all of Edgewater Programming and shall retain all advertising revenues associated with the Edgewater Programming.

2.1 Rights and Obligations of Licensee. LFB, as licensee shall remain responsible for the control of the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations and any modification of the foregoing, as the Licensee may modify the call sign, frequency, equipment and facilities as necessary or desirable. Without limiting the generality of the foregoing, as required by the FCC's rules and regulations, Licensee retains the right to accept or reject any Edgewater Programming (including advertisements) that Licensee in its reasonable discretion deems contrary to the public interest based upon such FCC requirements. If Licensee rejects any Edgewater Programming, it will consult with Edgewater prior to such rejection and provide Edgewater reasonable time to provide substitute programming.

2.2 Rights and Obligations of Edgewater as Programmer. Edgewater shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under law to retain ultimate responsibility for the operations of the Station. Without limiting the generality of the foregoing, Programmer agrees as follows:

2.2.1 Compliance with Laws and Station Policies. All Edgewater Programming shall conform in all material respects to the Communications Act and all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by the Station. All Edgewater Programming shall be prepared and presented in conformity with the programming regulations prescribed in Schedule A attached hereto.

2.2.2 Cooperation with Licensee. Edgewater, on behalf of LFB, as licensee, shall include within the Edgewater Programming all station identification announcements required by the FCC's rules, and shall, upon the reasonable request of LFB, provide information to Licensee with respect to any of the Edgewater Programming which is responsive to the public needs and interests of the area served by the Station so as to assist LFB in the preparation of any required issues and programming or other programming reports, and will provide upon request other information to enable LFB to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. On request, Edgewater shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the files of the Station pertaining to the broadcast of political programming and advertisements, in

accordance with the provisions of Section 73.1943 of the FCC's rules, and agrees that broadcasts of sponsored programming will comply with the provisions of Section 73.1212 of the FCC's rules.

2.2.3 Payola and Plugola. Edgewater shall at all times comply with the requirements of Sections 317 and 507 of the Communications Act and the related rules and regulations of the FCC regarding any money or other consideration, compensation, gift or gratuity which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to LFB by Edgewater for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid or furnished such consideration for the programming, or otherwise such matter is presented in accordance with FCC requirements.

2.2.4 Compliance with Copyright Act and other Regulations. Edgewater shall not broadcast any material on the Station in violation of the Copyright Act, performance rights or other rights of any person or entity. All music supplied by Edgewater shall be (i) licensed by the program provider or by a music licensing agent including without limitation ASCAP, BMI or SESAC, and if programming is streamed on the Internet, the forgoing as well as Sound Exchange and any other performance rights entity; (ii) in the public domain; or (iii) cleared at the source by Programmer. Programmer shall pay all such music licensing fees, or other fees and expenses as to performance rights for any Edgewater Programming of any type or nature, and Licensee shall not be obligated to pay any such fees or other similar expenses of any type required in connection with the material broadcast by Edgewater on the Station.

SCHEDULE A

ADDITIONAL PROGRAMMING REGULATIONS

Edgewater agrees to observe the following regulations in the preparation, writing and broadcasting of its programs:

1. Sponsorship Identification. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor constituting a sponsorship identification is prohibited. Edgewater will otherwise comply with all sponsorship identification requirements in Section 73.1212 of the FCC's rules and with the requirements of Sections 317 and 507 of the Communications Act.
2. Election Procedures. At least ninety (90) days before the start of any regular election campaign and forty-five (45) days before any primary (provided that if any primary is scheduled to occur within forty-five (45) days of the date of this Agreement, such notice shall be given within five (5) days of the date of this Agreement), Edgewater will clear with Licensee the rate Edgewater will charge for the time to be sold to candidates for public office and/or his or her supporters to make certain that the rate charged conforms to all applicable laws and the Station's policy.
3. Required Announcements and EAS Alerts. Edgewater shall broadcast (i) an announcement in a form reasonably satisfactory to Licensee to identify the Station pursuant to Section 73.1201 of the FCC's rules and (ii) any other announcement that may be required by law, regulation or the Station's policy. Without limiting the foregoing, Edgewater shall transmit all required Emergency Alert System test messages and alerts in accordance with FCC rules and policies.
4. Credit Terms Advertising. Any advertising of credit terms shall be made over the Station in accordance with all applicable federal, state, and local laws.
7. No Illegal Announcements. No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserve the right, in their sole discretion, to reject any game, contest or promotion.
8. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented on the Station which is in conflict with the Station's policy or which in the reasonable judgment of Licensee would not serve the public interest.
9. Programming in Which Edgewater Has a Financial Interest. Any programming (including commercials) concerning goods or services in which Edgewater has a material financial interest, and any announcements for such goods and services shall clearly identify

Edgewater's financial interest.

10. Programming Prohibitions. Edgewater shall not knowingly and intentionally broadcast any of the following programs or announcements: (i) false or unwarranted claims for any product or service; (ii) infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition; (iii) any disparagement of competitors or competitive goods; (iv) any programs or announcements that are slanderous, obscene or legally indecent; (v) any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station or honest advertising and reputable business in general; or (vi) any advertising matter, announcement or claim which Edgewater knows to be fraudulent, misleading or untrue. Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.