

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0075 (January 2001)	FOR FCC USE ONLY
<b>FCC 345</b>		
<b>APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR FOR ASSIGNMENT OF LICENSE OR PERMIT OF TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION</b>		FOR COMMISSION USE ONLY FILE NO. BAPFT - 20070125ABI
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Applicant EDGEWATER BROADCASTING, INC.	
	Mailing Address P.O. BOX 5725	
	City TWIN FALLS	State or Country (if foreign address) ID
		ZIP Code 83303 -
	Telephone Number (include area code) 2087333551	E-Mail Address (if available) CLARK@WORLDRADIOLINK.COM
	FCC Registration Number: Call Sign K280ET	Facility Identifier 152436
2.	Contact Representative (if other than Applicant) CLARK PARRISH	Firm or Company Name WORLD RADIO LINK
	Telephone Number (include area code) 2087333551	E-Mail Address (if available) CLARK@WORLDRADIOLINK.COM
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)	
4.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, list pertinent authorizations in an Exhibit.    [Exhibit 1]	

**NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.**

**Section II - Assignor/Transferor**

1.	<b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Application for (check only one box for A and B): A. <input checked="" type="radio"/> Consent to Assign Construction Permit <input type="radio"/> Consent to Transfer Control of Permittee <input type="radio"/> Consent to Assign License <input type="radio"/> Consent to Transfer Control of Licensee <input type="radio"/> Amendment to pending application If an amendment, <b>submit as an Exhibit</b> a listing by Section and	
		[Exhibit 2]

Question Number of the portions of the pending application that are being revised.

B.  TV Translator  Low Power TV Station  FM Translator  Digital Low Power TV  Digital TV Translator

3. Legal Name of the Assignor/Transferor EDGEWATER BROADCASTING, INC.		
Mailing Address P.O. BOX 5725		
City TWIN FALLS	State or Country (if foreign address) ID	Zip Code 83303 -
	Telephone Number (include area code) 2087333551	E-Mail Address (if available)

If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]

4. Contact Representative (if other than assignee) CLARK PARRISH	Firm or Company Name WORLD RADIO LINK, INC.
Telephone Number (include area code) 2087333551	E-Mail Address (if available) CLARK@WORLDRADIOLINK.COM

5. **Authorizations to be Assigned/Transferred.** List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
152436	K280ET	-	OLIVIA	MN

6. <b>Agreements for Sale/Transfer of Station.</b> Licensee/permittee certifies that: a. it has placed in its station records and submitted to the Commission as an Exhibit to this application copies of all agreements for the sale/transfer of the station(s); b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and c. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 4]
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7. <b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 5]
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8. <b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 6]
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9. <b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
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10. <b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 7]
11. <b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing CLARK PARRISH	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 1/24/2007

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.**

**Section III - Assignee/Transferee**

1.	<b>Certification.</b> Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No												
2.	<table border="1"> <tr> <td colspan="3">Legal Name of the Assignee/Transferee MINNESOTA PUBLIC RADIO</td> </tr> <tr> <td colspan="3">Mailing Address 480 CEDAR STREET</td> </tr> <tr> <td>City ST. PAUL</td> <td>State or Country (if foreign address) MN</td> <td>Zip Code 55101 -</td> </tr> <tr> <td colspan="2">Telephone Number (include area code) 6512901259</td> <td>E-Mail Address (if available) FCCFILING@MPR.ORG</td> </tr> </table>		Legal Name of the Assignee/Transferee MINNESOTA PUBLIC RADIO			Mailing Address 480 CEDAR STREET			City ST. PAUL	State or Country (if foreign address) MN	Zip Code 55101 -	Telephone Number (include area code) 6512901259		E-Mail Address (if available) FCCFILING@MPR.ORG
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	If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 8]													
3.	<table border="1"> <tr> <td>Contact Representative (if other than assignee) MITZI T GRAMLING</td> <td>Firm or Company Name MINNESOTA PUBLIC RADIO</td> </tr> <tr> <td>Telephone Number (include area code) 6512901259</td> <td>E-Mail Address (if available) FCCFILING@MPR.ORG</td> </tr> </table>		Contact Representative (if other than assignee) MITZI T GRAMLING	Firm or Company Name MINNESOTA PUBLIC RADIO	Telephone Number (include area code) 6512901259	E-Mail Address (if available) FCCFILING@MPR.ORG								
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4.	<b>Nature of Applicant.</b> Assignee/transferee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation													

	<input type="radio"/> a limited partnership <input type="radio"/> other	<input checked="" type="radio"/> a not-for-profit corporation	<input type="radio"/> a limited liability company (LLC/LC)
	a. If "other", describe nature of applicant in an Exhibit.		[Exhibit 9]
5.	<b>Agreements for Sale/Transfer of Station.</b> Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these b. agreements comply fully with the Commission's rules and policies.		<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 10]
6.	<b>Character Issues.</b> Assignee/Transferee certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.		<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 11]
7.	<b>Adverse Findings.</b> Assignee/Transferee certifies that, with respect to the assignee/transferee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.		<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 12]
8.	<b>Alien Ownership and Control.</b> Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.		<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 13]
9.	<b>Financial Qualifications.</b> Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.		<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 14]
10.	<b>Rebroadcast Certification.</b> For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted		<input checked="" type="radio"/> Yes <input type="radio"/> No
11.	a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).  b. Applicant certifies that the coverage contour of the translator station will not extend beyond the protected contour of the commercial primary station being rebroadcast.		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 15]  <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 16]
<b>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing.</b> See 47 C.F.R. Section 74.1231(d).			
If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).			
12.	The applicant, if for a commercial FM translator station with a coverage contour extending		<input type="radio"/> Yes <input type="radio"/> No

	beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).	<input checked="" type="radio"/> N/A See Explanation in [Exhibit 17]
13.	<b>Auction Authorization.</b> Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 18]
14.	<b>Anti-Drug Abuse Act Certification.</b> Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
15.	<b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)		
Typed or Printed Name of Person Signing TOM KIGIN		Typed or Printed Title of Person Signing EXECUTIVE VICE PRESIDENT
Signature		Date 1/24/2007

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

## Exhibits

### Exhibit 4

Description: EXH. 4 / ASSIGNMENT AGREEMENT

### Attachment 4

Description
<a href="#">Exh. 4 / Assignment Agreement</a>

### Exhibit 10

Description: ASSIGNMENT AGREEMENT

SEE ATTACHED EXHIBIT 4 FOR ASSIGNMENT AGREEMENT.

### Attachment 10

### Exhibit 15

Description: REBROADCAST INFORMATION

ON FM TRANSLATOR K280ET, OLIVIA, MN (FIN: 152436)ASSIGNEE INTENDS TO REBROADCAST NON-

COMMERCIAL, EDUCATIONAL FM PRIMARY KSJR-FM, COLLEGEVILLE, MN (FIN: 42955) LICENSED TO MINNESOTA PUBLIC RADIO

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**Attachment 15**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 24th day of January 2007 by and between Minnesota Public Radio a Minnesota 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 applications for new FM translator stations as indicated on the attached addendum "A", which applications has been granted Construction Permits (CP's) by the FCC:

WHEREAS, Buyer would like to obtain the EB CP's; 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, EB agrees to assign and Buyer agrees to purchase the Construction Permits for new FM Translator stations as indicated on the attached addendum "A", as follows:
  - (a) Purchase Price. The Purchase Price for the Construction Permits shall be the equipment as indicated on the attached addendum "B".
  - (b) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
  - (c) Closing. Buyer will cause the equipment which constitutes the Purchase Price to be sent to EB within five (5) days after approval of the Assignment Application, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for the Construction Permits.

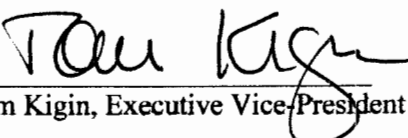
2. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Construction Permits. Further, the parties agree to keep confidential the terms of this Agreement, except 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 FCC fees associated with the purchase of the CP's.
5. Alternative Facilities. Should the Commission fail to grant an assignment of construction permit for the CP's specified herein, an alternative comparable facility may be substituted by the mutual written agreement of the parties hereto, or a full refund of the deposit is due buyer within ten (10) days of such final denial by the FCC.
6. Construction Permit Status.
  - (a) EB has made available to Buyer true, correct and complete copies of the CPs, including any and all amendments and modifications thereto. The CPs were validly issued by the FCC, are validly held by EB, and are in full force and effect. The CPs are "final" and not subject to further administrative or judicial review. The CPs are not subject to any condition except for those conditions that appear on the face of the CPs.
  - (b) The CPs have been issued for the full terms customarily issued for permits to construct FM translator radio broadcast stations. EB has no applications or requests pending before the FCC relating to the CPs. EB has filed or made all applications, reports, registrations and other disclosures required by the FCC to be made in respect of the CPs and has timely paid all fees, if any, in respect thereof.
  - (c) To the knowledge of EB, there are no petitions, complaints, orders to show cause, notices of violation, notices of apparent liability, notices of forfeiture, proceedings or other actions pending or threatened before the FCC relating to the CPs that could reasonably be expected to result in the modification of any CP or have a material adverse effect on any CPs, other than proceedings affecting the radio broadcast industry generally. No application for any CP as indicated in the attached Addendum A was mutually exclusive with any other application.



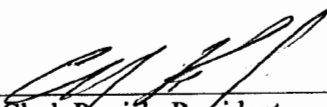
7. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both 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.

**Minnesota Public Radio**  
480 Cedar Street  
Saint Paul, Minnesota 55101

By:   
Tom Kigin, Executive Vice-President

**Edgewater Broadcasting, Inc.**  
P. O. Box 5725  
Twin Falls, Idaho 83303

By:   
Clark Parrish, President

**ADDENDUM A**

**Construction Permits**

<b>Location, Facility ID Number</b>	<b>CP Status</b>
K280ET, Olivia, Minnesota (FIN: 152436)	Granted Expires 5/21/2007

**ADDENDUM B**

Purchase Price – Equipment to be transferred to EB in AS IS Conditions with no warranties or guarantees

Broadcast Electronics FS-30 Stereo Generator