

Amendment to pending application
 If an amendment, **submit as an Exhibit** a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 2]

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
150348	K286AW	-	MANKATO	MN

6. **Agreements for Sale/Transfer of Station.** 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.

Yes No

See Explanation in [Exhibit 4]

7. **Character Issues.** 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.

Yes No

See Explanation in [Exhibit 5]

8. **Adverse Findings.** 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

Yes No

See Explanation in

	unfair competition; fraudulent statements to another government unit; or discrimination.	[Exhibit 6]
9.	Local Public Notice. 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
10.	Auction Authorization. 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.	Anti-Drug Abuse Act Certification. 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 10/9/2008

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.	Certification. 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.	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
	If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 8]	
3.	Contact Representative (if other than assignee) TODD M STANSBURY	Firm or Company Name WILEY REIN LLP
	Telephone Number (include area code) 2027197000	E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM

4.	<p>Nature of Applicant. Assignee/transferee is:</p> <p> <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 checked="" type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other </p> <p>a. If "other", describe nature of applicant in an Exhibit.</p>	<p>[Exhibit 9]</p>
5.	<p>Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that:</p> <p>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</p> <p>b. agreements comply fully with the Commission's rules and policies.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 10]</p>
6.	<p>Character Issues. Assignee/Transferee certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p> <p>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</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 11]</p>
7.	<p>Adverse Findings. 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 12]</p>
8.	<p>Alien Ownership and Control. 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 13]</p>
9.	<p>Financial Qualifications. 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 14]</p>
10.	<p>Rebroadcast Certification. 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</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
11.	<p>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).</p> <p>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.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 15]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 16]</p>
<p>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d).</p> <p>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</p>		

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 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 type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
See Explanation in [Exhibit 17]	
13.	Auction Authorization. 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.	Anti-Drug Abuse Act Certification. 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.	Equal Employment Opportunity (EEO). 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 type="radio"/> Yes <input type="radio"/> No <input checked="" 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 THOMAS J KIGIN	Typed or Printed Title of Person Signing EXECUTIVE VICE PRESIDENT
Signature	Date 10/9/2008

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Exhibits

Attachment 4

Description
Exhibit 4 Assignment Agreement

Exhibit 10

Description: EXH. 10 / AGREEMENTS

PLEASE SEE EXHIBIT 4.

Attachment 10

Exhibit 15

Description: EXH. 15 / PRIMARY STATIONS

THE PROPOSED PRIMARY STATION FOR THE TRANSLATOR COVERED IN THIS APPLICATION IS KCMP-FM (NORTHFIELD, MN). KCMP IS LICENSED TO THE ASSIGNEE, MINNESOTA PUBLIC RADIO, AS A

NONCOMMERCIAL EDUCATIONAL STATION.

Attachment 15

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 23 day of September 2008 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 is the licensee of the FM translator station indicated on the attached Addendum "A" (the EB License) and owner of the facilities (the EB Facilities) indicated on the attached Addendum "B"; and,

WHEREAS, Buyer would like to obtain the EB License and a lease to the EB Facilities; and

WHEREAS, Prior FCC approval for the transaction 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 and the Sale. Subject to the conditions contained herein, EB agrees to assign the EB License and to lease the EB Facilities and Buyer agrees to accept the assignment of the EB License and to lease the EB Facilities.
 - (a) Application. Within five (5) days after the execution of this Agreement, the parties shall jointly file an application for consent to assignment with the FCC (the "Assignment Application").
 - (b) Deposit. Concurrently with the execution hereof, Buyer shall pay to EB, as a deposit, the amount as indicated on the attached Addendum "A" (the Deposit). The Deposit will be made immediately available for use by EB, and will be credited for the benefit of the Buyer at the closing.

(c) In the event of the failure by Buyer to close this transaction due to its default, the Deposit shall constitute Liquidated Damages and be permanently forfeited. If, however, the transaction fails to close due to the fault of EB or as a result of the failure of the FCC to provide its consent to the assignment, then the Deposit shall be returned to Buyer.

(d) Closing. Buyer will pay the Purchase Price (less the Deposit) within five (5) days after approval of the Assignment Application shall have become a Final Order, or as soon after the Assignment Application shall have received initial approval as Buyer may request, whereupon EB will provide to Buyer an instrument of conveyance suitable to Buyer for the EB License and the lease of the EB Facilities, and take such steps as are normally necessary for the transfer of a license. For the purposes of this Agreement "Final Order" shall mean an Order of the Commission, or its staff pursuant to delegated authority, granting its consent and approval to the assignment of the EB License to Buyer, which Order is no longer subject to rehearing, reconsideration or review by the Commission, nor to a request for stay, an appeal or review by any court under the Communications Act of 1934, as amended, or under the rules and regulations of the Commission.

2. Exclusivity and Confidentiality. From the date hereof, Seller shall not seek to transfer the EB License nor sell its agreement to assign the EB License, nor entertain any offers to buy its agreement to assign the EB License to or from third parties. The parties will 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 authorization which is 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, engineering or FCC fees associated with the purchase of EB's agreement to assign the EB License or lease the EB Facilities.
5. License Status.

(a) EB has made available to Buyer true, correct and complete copies of the License, including any and all amendments and modifications thereto. The License is validly issued by the FCC, is validly held by EB, and is in full force and effect. The License is "final" and not subject to further administrative or judicial review. The License is not subject to any condition except for those conditions that appear on the face of the License.

(b) The License has been issued for the full term customarily issued for Licenses. EB has no applications or requests pending before the FCC relating to the License. EB has filed or made all applications, reports, registrations and other disclosures required by the FCC to be made in respect of the License 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 License that could reasonably be expected to result in the modification of the License or have a material adverse effect on the License, other than proceedings affecting the radio broadcast industry generally.

6. Broker Fee Within ten (10) days after the closing (as defined in Section 1(d)), EB shall pay the sum of \$1,400.00 to CMS Station Brokerage. Buyer is not represented by a broker, and no brokerage fees are to be paid by Buyer either to CMS Station Brokerage or otherwise on behalf of EB.


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 Minnesota. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Minnesota. 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.

Signature Page to
ASSIGNMENT AGREEMENT

by and between Minnesota Public Radio a Minnesota not-for-profit corporation ("Buyer"), and Edgewater Broadcasting, Inc., an Idaho not-for-profit corporation ("EB").

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: 
Thomas J Kigin, Executive Vice-President

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

By: 
Clark Parrish, President

ADDENDUM A

K286AW



Licensed

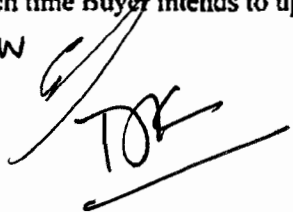
Location, Facility ID Number	Total	Deposit	At Closing	License Status
K268AW , Mankato, Minnesota (FIN: 150348)	\$28,000	\$3,000	\$25,000	Granted

ADDENDUM B

The EB Facilities

The EB Facilities shall consist of a lease to use the facilities and the site used in the operation of translator ~~K268AW~~ for a period of no fewer than sixty days from closing, for no additional cost, during which time Buyer intends to upgrade the facilities and the site.

K286AW

Handwritten signature and initials. The signature is a stylized cursive mark, and the initials "TOE" are written in a bold, blocky font below it, underlined.