

## **AGREEMENT**

THIS AGREEMENT (the "Agreement") is dated as of November 10<sup>th</sup>, 2006, and is made by and between Wendolynn Tellez, an individual residing in the State of Texas ("WT"), and Radio Assist Ministry, Inc., an Idaho not-for-profit corporation ("RAM").

WHEREAS, WT holds the construction permit for the new FM translator station K296FR, El Campo, Texas (Facility ID Number 148167), (the "WT CP");

WHEREAS, RAM holds the construction permit for the new FM translator station K254AZ, Alice, Texas (Facility ID Number 154842), the "RAM CP");

WHEREAS, the Parties desire to exchange translators so that WT will receive the RAM CP and RAM will receive the WT CP;

WHEREAS, such exchange requires the prior approval of the FCC ("FCC Consent");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. **Agreement to Trade.** WT and RAM agree that, on a business day mutually agreeable to the Parties within five (5) business days after public notice of the grant of FCC Consent (the "Closing Date"), WT shall assign and convey to RAM the WT CP, and RAM shall assign and convey to WT the RAM CP, both to be conveyed simultaneously on the Closing Date. WT and RAM shall cooperate to prepare and file applications with the FCC for assignment of the WT CP and the RAM CP promptly upon execution of this Agreement, and each party shall bear its own costs with respect thereto. The parties shall diligently prosecute the applications, and will not take any action which is inconsistent with its performance of the obligations set out in this agreement.
2. **Assignment.** On the Closing Date, the assignments and transfers shall be made free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, charges, covenants, conditions or restrictions (collectively, "Liens") of any kind or nature whatsoever. Such assignments shall be by instruments in form and substance reasonably satisfactory to each party. Each party represents and warrants to the other that it has the full power and authority to enter into this agreement; that the agreement has been approved by its governing Board and is binding on the company; that the agreement does not conflict with any other agreement, obligation or understanding with any other party; and that the party has no reason to believe that it cannot effectuate the agreement according to its terms.
3. **Entire Agreement.** This agreement represents the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof.

4. Termination. This agreement may be terminated by either party not in material breach of any terms of this agreement in the event the Closing Date has not occurred within one (1) year of the date hereof.

5 Warranties. Except as expressly set forth above, the assignments contemplated herein are without any representation or warranty of the assignor with respect to the FCC authorizations, express or implied.

6. Remedies. The parties recognize that the assets to be conveyed under this agreement are unique, and should either party breach its obligations hereunder, the other party would be entitled to a remedy of specific performance. In such case, the parties waive the defense that there would be an adequate remedy at law for a breach. In addition, in the event that any legal action is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which they may be entitled.

7. Miscellaneous. This agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to the conflicts of law provisions thereof. The headings in this Agreement are included for ease of reference only and shall not affect the construction of the provisions of this Agreement. This Agreement may be signed in counterparts, and each such counterpart shall constitute one and the same original agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**WENDOLYNN TELLEZ**

By: Wendolynn Tellez  
Wendolynn Tellez

**RADIO ASSIST MINISTRY, INC.**

By: Clark Parrish  
Clark Parrish