

## AGREEMENT

2470 THIS AGREEMENT (this "Agreement") is made and entered into as of the day of September 2009 by and between **Ramar Communications, Inc.**, a Delaware corporation ("Buyer"), and **Radio Assist Ministry, Inc.**, an Idaho not-for-profit corporation ("RAM").

### Recitals

WHEREAS, RAM has applied for construction permits to be issued by the Federal Communications Commission ("FCC" or "Commission") for FM translator stations in communities throughout the United States, including the application for a new FM Translator Station (the "Station") as indicated on the attached addendum "A" a license for which has been granted by the FCC (as now held, and as to be modified pursuant to this Agreement, the "License");

WHEREAS, Buyer would like to obtain the License and the equipment listed on the attached addendum "B" (the "Equipment", and collectively with the License, the "Assets") from RAM and RAM would like to assign the Assets to Buyer; and

WHEREAS, prior FCC approval is required for the transactions contemplated hereunder.

### Agreement

NOW THEREFORE, 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, RAM agrees to assign and Buyer agrees to purchase the Assets.
  - a. Purchase Price. The Purchase Price for the Assets shall be as indicated on the attached addendum "A" payable in immediately available funds on the Closing Date.
  - b. Deposit. Concurrently with the execution hereof, Buyer shall pay to Buyer a deposit in the amount as indicated on the attached addendum "A" (the "Deposit").
  - c. FCC Applications and License Modifications. The parties agree that within five (5) business days after the initial grant by the FCC of a construction permit to Seller authorizing operation of the

Station from a transmitter site located at the Buyer's owned tower, located at 101<sup>st</sup> Street and University Avenue, Lubbock, Texas, Antenna Structure Registration Number 1248244 (the "Lubbock Tower"), they shall jointly file an FCC Form 345 Application for Assignment with the FCC (the "Assignment Application"). For the avoidance of any doubt, the build out of the translator at the Lubbock Tower is not a condition precedent to the filing of the Assignment Application. In addition, within ten (10) days after the execution of this Agreement, RAM agrees to file and in good faith fully prosecute: (i) the initial FCC modification application and, (ii) at the earliest possible time thereafter, file the requisite FCC modification application to relocate the Station to the Lubbock Tower (together, the "Modification Applications"). RAM will take all other necessary actions to relocate the Station to the Lubbock Tower. Buyer agrees to pay for the preparation and filing of each Modification Application and any required FCC application fees to accomplish the two-step move to the Lubbock Tower. RAM agrees that the total consulting, engineering work-ups, amendments and upon construction subsequent licensing shall not exceed \$2,000.00. Buyer agrees to provide all ground services, interim site equipment and installation work for the interim site build and to pay for all equipment and installation work for the final build at the Lubbock Tower.

- (a) Closing. Buyer will pay the Purchase Price (less the Deposit paid to RAM on the execution date of this Agreement) within five (5) business days after the FCC's approval of the Assignment Application, whereupon RAM will provide to Buyer such instruments suitable to Buyer for the conveyance of the Assets to Buyer. The parties agree that upon such approval, the transaction will close within five (5) business days.
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 Assets. 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 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, FCC fees, transfer taxes, sales taxes or other taxes and assessments associated with the purchase of the Assets.

5. Termination.

- a. By RAM. In the event of a failure by Buyer to close this transaction due to its default, the Deposit shall constitute any and all liquidated damages as a result of such default and shall be permanently forfeited to RAM in full satisfaction of all obligations and liability of Buyer to RAM for such default.
- b. By Buyer. This Agreement may be terminated by Buyer, in its discretion, in the event of (i) a failure by RAM to close this transaction due to its default, (ii) a failure to obtain FCC grant of an authorization to relocate the Station to the Lubbock Tower within one year from the date of this Agreement, or (iii) a failure of the FCC to grant the required FCC approval to assign the Station to Buyer within six (6) months from the date the Assignment Application is filed. In the event of a termination as provided in this Paragraph 5(b), then the Deposit shall be returned to Buyer within ten (10) business days of such final denial or failure.

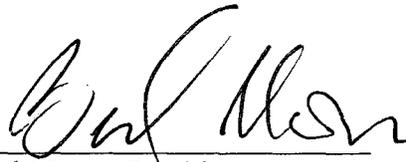
6. Notice. All notices and other communications under this Agreement will be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices will be delivered to the parties at the addresses listed on the signature page of this Agreement.

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

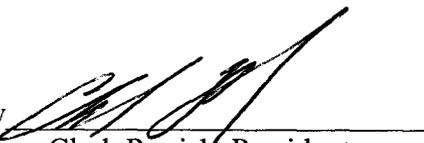
**[Signature Page Follows]**

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.

**Ramar Communications, Inc.**  
9800 University Avenue  
Lubbock, Texas 79423

By:   
Brad Moran, President

**Radio Assist Ministry, Inc.**  
P. O. Box 5459  
Twin Falls, Idaho 83303

By:   
Clark Parrish, President

**ADDENDUM A**

**License**

<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>License Status</b>
Meadow, Texas (FIN: 148781)	\$36,000	\$5,000	\$31,000	Granted
Buyer shall keep and retain all of RAM's equipment currently located at Buyer's tower in Wolfforth, Texas, Antenna Structure Registration Number 1056956.				

## **ADDENDUM B**

### **Equipment**

1. Transmitter: Armstrong 1000 watt LPFM
2. FM Receiver: Inovonics
3. Transmit Antenna: RFS single bay
4. Transmission line: 7/8", approximately 125' in length
5. Relay Rack