

## AGREEMENT

THIS AGREEMENT (this "Agreement"), is made this 21<sup>st</sup> day of August, 2003, by and between Robert Case ("Assignor"), and Bedrock & Associates, LLC, a Washington limited liability company (the "Company" or "Assignee").

### RECITALS:

WHEREAS, Assignor is the owner of a Fifteen Percent (15%) Membership Right (the "Membership Right") in the Company);

WHEREAS, the Company is governed by the provisions of an LLC Agreement dated March 5, 1998, by and between the Company and its members (the "LLC Agreement"); and

WHEREAS, Assignor desires to assign to the Assignee the Membership Right, and the Assignee desires to accept the same.

NOW, THEREFORE, FOR good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

1. *ASSIGNMENT. Assignment of Membership Right.* Within five (5) business following the execution of this Assignment, Assignee (and Assignor if required by FCC Rules) will submit a Form 316 Application (the "Application") for Transfer of Control for filing with the Federal Communications Commission ("FCC"). On the second (2<sup>nd</sup>) business day following public notice of the grant by the FCC of the Application, or such later date as the parties shall mutually agree (the "Effective Date"), the parties shall execute and deliver the Assignment of Membership Right in the form attached hereto as Exhibit A.

2. *CONSIDERATION.* On the Effective Date, the Assignee shall pay to Assignee Five Hundred Thirty Thousand Dollars (\$530,000) in cash as payment in full for the Membership Right.

3. *REPRESENTATIONS.* Assignor hereby represents and warrants to Assignee that, on the date hereof and at the Effective Date that he is the sole legal and beneficial owner of the Membership Right. Assignor has not sold, transferred, pledged or otherwise encumbered any or all of the Membership Right. Subject to the provisions of the Agreement, Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Right, and is doing so free and clear of any and all right, title or interest of any other person whatsoever.

4. *CONSENT OF COMPANY.* The Company represents that, subject to FCC approval, it is authorized to acquire the Membership Right pursuant to this Agreement.

5. *INCOME AND EXPENSES; LOANS.* Assignor shall be allocated for income tax purposes only his *pro rata* share of net income (losses) through the later of (a) August 31, 2003

and (b) the Effective Date. In addition, effective upon the Effective Date, any and all “over-distribution loans” made by Assignor to Assignee shall be forgiven.

## 6. MISCELLANEOUS.

6.1. *Complete Understanding.* Subject to the provisions of the LLC Agreement, this Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

6.2. *Amendment.* This Agreement may be amended by and only by an instrument executed and delivered by each party.

6.3. *Waiver.* No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

6.4. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Washington. If any action or proceeding involving such questions arises under the Constitution, laws, or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Western District of Washington.

6.5. *Headings.* The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

6.6. *Successors and Assigns.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns hereunder.

*Signature page follows.*

IN WITNESS WHEREOF, each party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

<p>ASSIGNOR:</p>  <hr/> <p>Robert Case</p>	<p>ASSIGNEE: BEDROCK &amp; ASSOCIATES, LLC</p> <hr/> <p>Its Manager</p> <hr/> <p>Its Manager</p>
---	--