

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of January 2009 by and between the **Idaho Wireless Corporation**, an Idaho 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 FCC for FM translator stations in communities throughout the United States, including the applications for FM translator stations as indicated on the attached addendum "A", which applications have been granted Licenses by the FCC:

WHEREAS, Buyer would like to obtain the RAM Licenses and listed equipment; 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, RAM agrees to assign and Buyer agrees to purchase the Licenses and listed equipment for the FM Translator stations as indicated on the attached addendum "A" & "B", as follows:
 - (a) Purchase Price. The Purchase Price for the Licenses and listed equipment shall be as indicated on the attached addendum "A" payable in immediately available funds.
 - (b) Deposit. Concurrently with the execution hereof Buyer shall pay to RAM a non-refundable deposit in the amount as indicated on the attached addendum "A".
 - (c) 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").
 - (d) Closing. Buyer will pay the Purchase Price (less the deposit referenced in Paragraph 1(b) hereof) as agreed to by the parties after approval of the Assignment Application, whereupon RAM will provide to Buyer

an instrument of conveyance suitable to Buyer for the Licenses and listed equipment. Buyer to execute and provide applicable promissory note(s) and security agreement(s).

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 Licenses. 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, engineering work-ups, amendments or FCC fees associated with the purchase of the Licenses and listed equipment.
5. Alternative Facilities. Should the Commission fail to grant to buyer the License(s) specified herein, alternative comparable facilities may be substituted by the mutual written agreement of the parties hereto, or a full refund of the applicable deposit is due buyer within thirty (30) days of such final denial by the FCC.
6. Assignment of Lease. Buyer agrees to assume the current lease of RAM's for the Idaho Falls Idaho station, Facility ID 150128. The landlord is currently Teton Wireless. Assumption and assignment of the lease documents will be executed between the parties and the lease landlord at close. Said lease is attached as addendum "C".
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.


THE NEXT PAGE IS THE SIGNATURE PAGE

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.

Idaho Wireless Corporation

PO Box 97

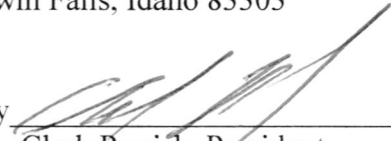
Pocatello, Idaho 83204

By: 
Paul Anderson, President

Radio Assist Ministry, Inc.

P. O. Box 5459

Twin Falls, Idaho 83303

By: 
Clark Parrish, President

ADDENDUM A

Licenses

Location, Facility ID Number	Total	Deposit	At Closing	Status
K286BP American Falls, Idaho (FIN: 152298)	\$1,000 and as detailed below!	\$500	\$500	Licensed
Buyer agrees to pay RAM Four-Hundred Dollars (\$400.00) per month for Eighty-Four (84) months for a total of Thirty-Three Thousand Six-Hundred Dollars (\$33,600.00) beginning the first day of the following month after close. Buyer to execute and provide a no interest except upon default promissory note and security agreement secured by the license and equipment or as satisfactory to RAM at close.				
Buyer agrees to provide RAM or its affiliate EB free rent for eight (8) years or ninety-six (96) months with a monthly lease value of Four-Hundred Dollars (\$400.00) per month for a total of Thirty-Eight Thousand Four-Hundred Dollars (\$38,400.00) in free rent for RAM's current translator in Pocatello Idaho, Facility ID 148978 or any other replacement translator that RAM and/or EB may place on buyer's tower ASRN 1213130 as currently built by RAM or as further modified by RAM including providing power and housing for RAM's equipment. If for any reason RAM is forced to vacate said tower at no fault of RAM's during the term of this agreement buyer shall pay				



RAM Four-Hundred Dollars (\$400.00) per month for any remaining period of the Ninety-Six (96) month free lease term not to exceed Ten-Thousand Dollars \$10,000.00). Buyer also agrees that starting from the Ninety-Seventh month of the modified lease that RAM shall only pay Four-Hundred Dollars (\$400.00) per month with no annual escalation fees for the remainder (life) of the lease. Buyer and RAM agree to execute an addendum to the current lease between buyer and RAM at close for RAM's Pocatello Idaho Facility 148978 documenting these terms.				
K294BP Idaho Falls, Idaho (FIN: 150128)	\$9,000 and as detailed below!	\$1,000	\$8,000	Licensed
Buyer agrees to pay RAM Four-Hundred Dollars (\$400.00) per month for Eighty-Four (84) months for a total of Thirty-Three Thousand Six-Hundred Dollars (\$33,600.00) beginning the first day of the following month after close. Buyer to execute and provide a no interest except upon default promissory note and security agreement secured by the license and equipment or as satisfactory to RAM at close.				

ADDENDUM B

Idaho Falls ID, Facility ID 150128 Equipment List

ADDENDUM C

Idaho Falls Idaho, Facility ID 150128 Lease

See Attached